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

February 01, 2022
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 824-235-845#

THE LOCAL HEALTH AUTHORITY STRONGLY RECOMMENDS THE USE OF MASKS IN ALL CITY FACILITIES AND INDOOR SPACES

AND

AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY
January 31, 2022
9:00 AM
Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 512-652-483#

Notice is hereby given that an Agenda Review Meeting will be conducted on January 31, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on February 1, 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:

Agenda Review, January 31, 2022 Conference ID: 512-652-483#
Regular Council Meeting, February 1, 2022 Conference ID: 824-235-845#

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

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

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

Representative Cassandra Hernandez

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Black History Month

El Paso Children's Hospital 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 January 18, 2022. **22-149**

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

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

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution that the City Manager, or designee, be authorized to sign the first amendment to the Agreement for Professional Services by and between the City of El Paso and RS&H Inc, for a project known as “EPIA Runway 8R-26L Rehabilitation” for an amount not to exceed $250,459.19 and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement. Funding Source: Airport and AIP/Grant Funds. **22-133**

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

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

4. A Resolution authorizing the City Manager or designee to submit a grant application number 2950608 for the City of El Paso Police Department project identified as the "Homeland Security Program FY 2022- LETPA Project " through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of the grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting $126,000.00, no cash match required. Grant period will be from September 1, 2022 - August 31, 2023. **22-100**

All Districts
Police, Assistant Chief Humberto Talamantes, (915) 212-4309

5. That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 4432401, for the City of El Paso Police Department project identified as “Homeland Security Program FY 2023- Sustainment of First Responders” to provide financial assistance to the City of El Paso. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including but not **22-102**

limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant. Requesting $100,000.00, no cash match required. Grant period will be from September 1, 2022 - August 31, 2023.

All Districts
Police, Assistant Chief Humberto Talamantes, (915) 212-4309

6. That the El Paso City Council authorizes the submission of grant application to the Office of the Governor of the State of Texas, Criminal Justice Department, grant application number 4448701, for the City of El Paso Police Department project identified as “Justice Assistance Grant FY23” to provide financial assistance to the City of El Paso. Requesting $248,479.87, no cash match required. Grant period will be from October 1, 2022 - September 30, 2023. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant. **22-103**

All Districts
Police,Terrell Manson, (915) 212-0284

7. That the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592809, for the City of El Paso Police Department project identified as “General Victims Services”. Requesting $173,819.70, which requires a cash match by the City of $43,454.92 for a total project amount of $217,274.62. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including the actual grant contract, as well as any grant amendments, corrections or extensions of the grant agreement. Grant period will be from October 1, 2022 - September 30, 2023. **22-104**

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

8. That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 3952703, for the City of El Paso Police Department project identified as "Project Safe Neighborhoods Grant Program, FY 2023" to provide financial assistance to the City of El Paso. Requesting $39,358.15, no cash match is required. Grant period will be from October 1, 2022 September 30, 2023. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant. **22-105**

All Districts
Police, Assistant Chief Humberto Talamantes, (915) 212-4309

9. That the City Manager or designee is authorized to submit the State Homeland Security grant application number 3221406 for the project titled “El Paso-Urban Planner” through the Texas Office of the Governor including all related **22-129**

paperwork, included but no limited to, authorization of budget transfers, and/or revision to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $61,439.29 for the period from September 1, 2022 through August 31, 2023 for an Emergency Management Specialist; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City of El Paso assures the it will return the funds to the Office of the Governor in full.

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

10. That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 2951008 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $97,982.00 for the period from September 1, 2022 through August 31, 2023, for the project that supports a Regional Hazardous Materials Team, Water Rescue Team, Search and Rescue Team, and a Special Rescue Team; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that in the event of loss of misuse of the grant funds, the City of El Paso assures that it will return the funds of the office of the Governor in full. **22-130**

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

11. That the El Paso City Council authorizes the submission of grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950708, for the City of El Paso Police Department project identified as "MATRIX El Paso Fusion Center Sustainment and Enhancement FY23" to provide financial assistance to the City of El Paso. Requesting $538,479.51, no cash match required. Grant period will be from September 1, 2022 - August 31, 2023. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant. **22-132**

All Districts
Police, Assistant Chief Humberto Talamantes, (915) 212-4309

Goal 3: Promote the Visual Image of El Paso

12. That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A) **22-93**

Districts 1, 2, 6, 7 and 8
Environmental Services, Ellen A. Smyth, (915) 212-6000

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

Community

13. That the City Manager is authorized to grant, on behalf of the City of El Paso, an electric easement to El Paso Electric for an overhead power extension over an undeveloped City of El Paso land tract. The power extension is for the benefit of the FAA and a communications system that they are developing. A sealed survey for the proposed easement has been prepare as part of the easement document. This is a federally funded project and there is no cost to the City of El Paso. **22-111**

District 4
Capital Improvement Department, Sam Rodriguez (915) 212-1845

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

14. A Resolution authorizing City Manager or designee to sign a First Amendment to the Lease between the City of El Paso and Southwest Hyundai, L.P. related to the lease of the property commonly known as 8600 Montana Ave. to allow for the construction of improvements, the extension of the lease term for an additional 20 years, and the establishment of the rent amounts during the renewal terms. **22-124**

District 3
Capital Improvement Department, Sam Rodriguez, (915) 212-0065

Goal 8: Nurture and Promote a Healthy, Sustainable Community

15. That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and The University of Texas at El Paso ("UTEP"), for a five-year term beginning on the date that City Council approves the Interlocal Agreement, whereby UTEP will provide a pharmacist to assist the City's Department of Public Health for a limited number of hours per week; for which the City will pay UTEP an amount not to exceed $36,000.00 per year for a maximum compensation not to exceed $175,000.00 over the five-year term. **22-110**

All Districts
Public Health, Angela Mora, (915) 212-6502

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

16. Jose J. Guzman to the City Plan Commission by Representative Claudia L. Rodriguez, District 6. **22-150**

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

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

17. Bianca De Leon to the City Plan Commission by Representative Cassandra Hernandez, District 3. **22-148**

District 3
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

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

18. Sylvia Borunda Firth to the Ad Hoc Charter Advisory Committee by Mayor Oscar Leeser. **22-159**

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

19. Steven Yellen to the Ad Hoc Charter Advisory Committee by Representative Peter Svarzbein, District 1. **22-155**

Members of the City Council, Representative Peter Svarzbein, (915) 212-0001

20. Rene Alberto Vargas to the Ad Hoc Charter Advisory Committee by Representative Alexsandra Annello, District 2. **22-99**

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

21. Yolanda Giner to the Ad Hoc Charter Advisory Committee by Representative Cassandra Hernandez, District 3. **22-146**

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

22. Ben Carnevale to the Ad Hoc Charter Advisory Committee by Representative Joe Molinar, District 4. **22-120**

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

23. James R. Peinado to the Ad Hoc Charter Advisory Committee by Representative Claudia L. Rodriguez, District 6. **22-152**

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

24. Steve Ortega to the Ad Hoc Charter Advisory Committee by Representative Henry Rivera, District 7. **22-98**

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

25. Larry John Porras to the Ad Hoc Charter Advisory Committee by Representative Cissy Lizarraga, District 8. **22-158**

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

26. Ben Carnevale to the Civil Service Commission by Representative Claudia L. **22-151**

Rodriguez, District 6.

District 6
Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

27. Laura Alpern to the Civil Service Commission by Representative Svarzbein, District 1. **22-161**

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

28. Rodney Washington to the Veterans Affairs Advisory Committee by Representative Cassandra Hernandez, District 3. **22-145**

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

29. Kathleen Lopez to the Community Development Steering Committee by Representative Cassandra Hernandez, District 3. **22-147**

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

30. Ivet C. Roman to the Community Development Steering Committee by Representative Cissy Lizarraga, District 8. **22-153**

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

31. That the tax refunds listed on the attachment posted with this agenda be approved. 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. (See Attachment B) **22-106**

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

32. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contribution by Representative Isabel Salcido in the amount of $1000.00 from Steve Ortega. **22-154**

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

CONSENT AGENDA - BEST VALUE PROCUREMENTS:

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

33. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life **22-92**

Award Summary:

The award of Solicitation 2022-0005 Window Washing Services to Bella Luna Engineering and Building Maintenance for a three (3) year term for an estimated amount of $96,600.00. The award also includes a two (2) year option for an estimated amount of $64,400.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of $161,000.00. This contract will allow window washing at various City facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of $42,080.00 for the initial term, which represents a 77.18% increase due to price increases and additional services.

Department: Streets and Maintenance
Vendor: Bella Luna Engineering and Building Maintenance
El Paso, TX
Item(s): All
Initial Term: 3 years
Option to Extend: 2 years
Annual Estimated Award: $32,200.00
Initial Term Estimated Award: $96,600.00 (3 years)
Total Estimated Award: $161,000.00 (5 years)
Account No.: 532 - 1000 - 532000 - 31040 - P3120
Funding Source: General 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 Bella Luna Engineering and Building Maintenance, the sole bidder offering the best value bid.

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

All Districts
Streets and Maintenance, Richard Bristol, (915) 212-7000
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1181

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

34. Discussion and action to direct the City Manager to have the El Paso Library Services create a section in each library composed of banned books to be made available to all residents of El Paso. **22-156**

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

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

35. Discussion and action to approve a Resolution to modify the eligibility criteria for reduced fares from Sun Metro riders experiencing a Serious Mental Illness (SMI) and related conditions, as well as a modification to the medical certification letter requirements for applicants with medical conditions and disabilities as well as adding new eligibility criteria to the reduced fare program for individuals in court mandated drug rehabilitation therapy. **22-157**

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

36. Discussion and action on a Resolution approving the removal of Christian Honsaker from the Board of Directors of the El Paso Housing Finance Corporation. **22-135**

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

37. Update on the Cite and Release as requested by the City Manager to provide quarterly reports to City Council regarding the cite and release program for the purposes of transparency and to provide data regarding citations being issued and when discretionary arrests are used in lieu of citation. Said reports must be submitted within 45 days after the end of the quarter for 24 months after the implementation of the program. The report should not include any information that would jeopardize any ongoing criminal investigation or prosecution, or include any sensitive, witness, or crime tip information. The report should include the following data for each instance: **22-122**

1. The documented reason for the stop or arrest;
2. The reason for the discretionary use of arrest (including but not limited to: outstanding warrants, intoxicated individual, uncooperative

individual, not a resident of the County of El Paso, habitual offender);
3. The race and ethnicity of the person; and
4. The general location, such as the region or zip code of the incident

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

Goal 3: Promote the Visual Image of El Paso

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

38. Budget Update. **22-112**

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

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

39. TxDOT operational update on design and construction projects to include aesthetic/landscaping elements. **22-89**

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

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

40. The Department of Aviation will provide a management update regarding Air Service Development Strategy. **22-107**

All Districts
Airport, Sam Rodriguez, (915) 212-7300

REGULAR AGENDA - OTHER BUSINESS:

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

41. Discussion and action on a Resolution for the El Paso City Council to adopt the City of El Paso, Department of Aviation, Air Service Development Incentive Program. **22-101**

All Districts
Airport, Sam Rodriguez, (915) 212-7300

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: 824-235-845#

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

42. An Ordinance changing the zoning of Lot 1, Block 2, Butterfield Trail Aviation Park Unit Three, Replat "A", as recorded in file no. 20210042139, El Paso County Plat Records; and portions of Sections 22, 23, 26 and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from C-4 (Commercial) to M-1 (Light Manufacturing). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **22-94**

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

Subject Property: South of Liberty Expressway and East of Global Reach Drive
Applicant: City of El Paso, PZRZ21-00030

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

PUBLIC HEARING WILL BE HELD ON MARCH 1, 2022

43. An Ordinance granting Special Permit No. PZST21-00016, to allow for a governmental use, building (fire station) on the property described as Lots 17 to **22-95**

20, Block 21, Montclair #3, 2405 McRae Boulevard, City of El Paso, El Paso County, Texas, Pursuant to Section 20.04.320 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 2405 McRae Boulevard
Applicant: City of El Paso, PZST21-00016

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

PUBLIC HEARING WILL BE HELD ON MARCH 1, 2022

44. An Ordinance changing the zoning for the property described as a portion of Lot A, Block 20, Montclair Unit Three, 9640 Montwood Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1 (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. **22-118**

Subject Property: 9640 Montwood Drive.
Applicant: 9640 Montwood LLC, PZRZ21-00026

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jorge Olmos, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON MARCH 1, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

45. The linkage to the Strategic Plan is subsection 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner **22-91**

Award Summary:

Discussion and action on the award of Solicitation 2021-1445 Grandview and Nolan Richardson Recreation Improvements (Re-Bid) to AZTEC CONTRACTORS, INC. for a total estimated award of $3,947,237.00. The project consists of replacing the existing HVAC system, renovations at Nolan Richardson Center and new gym at the Grandview Senior Center located at 4435 Maxwell Ave. and 3134 Jefferson Ave.

Department: Capital Improvement

Award to:	AZTEC CONTRACTORS, INC. El Paso, TX
Item(s):	All
Initial Term:	270 Consecutive Calendar Days
Base Bid I:	$2,503,978.00
Base Bid II:	$1,443,259.00
Total Estimated Award:	$3,947,237.00
Account No.:	190-4800-29010-580270- PCP13PRKD02 190-4800-29010-580270- PCP13PRKD06
Funding Source:	2012 Quality of Life
District(s):	2

This is a Competitive Sealed Proposal, lump sum contract.

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

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

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

District 2
Capital Improvement Department, Sam Rodriguez, (915) 212-0065
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

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

46. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. **22-90**

Award Summary:

The award of Solicitation 2022-0306 Ted Houghton Street Reconstruction to ALLEN CONCRETE, LLC for a total estimated award of $1,308,459.64. The project consists of reconstructing Ted Houghton Drive from Double Jay Drive to Rancho Trail Drive to include the removal and disposal of the existing roadway section and placing new curb & gutter, sidewalks, driveways, sidewalk ramps, asphalt concrete pavement, base course, mill and overlay a short roadway segment, placing an underground drainage system, drainage wells, removal and replacement of unsuitable subgrade material, remediation of any structurally deficient retaining walls, street lighting, signing, SWPPP, traffic control and all miscellaneous construction required to complete the work.

Department: Capital Improvement

Award to:	ALLEN CONCRETE, LLC
	El Paso, TX
Item(s):	Base Bid
Initial Term:	300 Consecutive Calendar Days
Base Bid I:	$1,308,459.64
Total Estimated Award:	$1,308,459.64
Funding Source:	2018 Certificates of Obligation
Account:	190-4743-28900-580270-PCP18ST013
District(s):	6

This is a Low Bid procurement, unit price contract.

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

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

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

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

District 6
Capital Improvement Department, Sam Rodriguez, (915) 212-0065
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

47. 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 **21-1414**

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 [POSTPONED FROM 01/04/2022]

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Luis Zamora, (915) 212-1552

48. An Ordinance granting a renewal of non-exclusive franchise to A-1 Disposal, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-35**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

49. An Ordinance granting a renewal of non-exclusive franchise to Alareal Corporation, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-36**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

50. An Ordinance granting a renewal of non-exclusive franchise to Anvaco Corporation, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-37**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

51. An Ordinance granting a renewal of non-exclusive franchise to Demcon Disposal Management, LLC, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-38**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

52. An Ordinance granting a renewal of non-exclusive franchise to El Paso Disposal, LP, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-39**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

53. An Ordinance granting a renewal of non-exclusive franchise to El Paso Sanitation Systems, Inc, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-40**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

54. An Ordinance granting a renewal of non-exclusive franchise to GCC of America, Inc., to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-41**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

55. An Ordinance granting a renewal of non-exclusive franchise to Heist Disposal, Inc., to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-42**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

56. An Ordinance granting a renewal of non-exclusive franchise to JRG Disposal Service, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-43**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

57. An Ordinance granting a renewal of non-exclusive franchise to Loretto Investment Corporation, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-44**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

58. An Ordinance granting a renewal of non-exclusive franchise to Moore Service, Inc., to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-45**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

59. An Ordinance granting a renewal of non-exclusive franchise to Sandoval Capital Inc. DBA Bronco Disposal, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and **22-46**

conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

60. An Ordinance granting a renewal of non-exclusive franchise to Southwest Disposal Inc, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code. **22-47**

All Districts
Environmental Services, Ellen A. Smyth, (915) 212-6000

REGULAR AGENDA - OTHER BUSINESS:

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

61. Discussion and action on a Resolution that the City Manager be authorized to execute a Memorandum of Understanding with the International Economic Development Council (IEDC), to provide support to the IEDC's Equity Communities Cohort to create an Equity Action Plan in accordance with the terms and conditions of the MOU and Council's authorization. **22-115**

All Districts
Economic and International Development, Mirella Craigo, (915) 212-1617
Economic and International Development, Elizabeth Triggs, (915) 212-1619

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

62. Discussion and action on the award of Task Order #1V-1 Fire Station 20 (FS 20) Bay Addition for Solicitation 2021-0811 Job Order Contracting and Facilitates Construction to Veliz Company, LLC for a total estimated award of $548,934.46. **22-96**

District 3
Capital Improvement Department, Sam Rodriguez (915) 212-1845

Goal 3: Promote the Visual Image of El Paso

63. Discussion and action on a request from Florence Cattle Group LLC for City Council to grant an exception from the prohibition of the sale of alcohol beverages within three hundred feet of a public or private school for a restaurant and grocery/meat market requesting to sell beer and wine, for the property located at 6415 N. Mesa, and legally described as Tract 28-B, Tract 30C, Tract 28B1A, and Tract 30C1A, A.F. Miller Survey 214, Abstract 3598, City of El Paso, El Paso County, Texas. **22-123**

District 8
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

Goal 8: Nurture and Promote a Healthy, Sustainable Community

64. Discussion and action that the Mayor of the City of El Paso, Texas be authorized to sign Resolutions of Support and/or Resolutions of No Objection for the following 2022 9% Regional Competitive Low Income Housing Tax Credit (LIHTC) applications: **22-121**

- Alameda Palms II, located at 140 S. Americas Ave., El Paso, Texas 79907, proposed by Alameda Palms II, LTD/Tropicana Building II, LLC;
- Ridgestone Seniors, located at 11040 Montana Ave, El Paso, TX 79936, proposed by Ridgestone Seniors, Ltd./Investment Builders, Inc.;
- Sunset Vista Seniors, located at 1333 Pullman Dr., El Paso, TX 79936, proposed by Sunset Vista Seniors, Ltd./Investment Builders, Inc.;
- Villas at Augusta, located at the southwest corner of Augusta Dr. and N Zaragoza Rd, El Paso, TX 79938, proposed by Villas at Augusta, Ltd./Investment Builders, Inc.

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

EXECUTIVE SESSION

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

Representative Cassandra Hernandez

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

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

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

Discussion and action on the following:

EX1. Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195. Matter No. 21-1008-174 (551.071) **22-162**

City Attorney's Office, Frances 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/

File #: 22-149, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Approval of Minutes of the Agenda Review Meeting of January 18, 2022.

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
January 18, 2022
9:00 A.M.

. . . . . .

The City Council met at the above place and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Joe Molinar, Isabel Salcido, Claudia Rodriguez, and Cissy Lizarraga. Alexsandra Annello and Cassandra Hernandez participated via videoconference. Late arrivals: Peter Svarzbein at 9:06 a.m. and Henry Rivera at 9:09 a.m.

The agenda items for the January 19, 2022 Regular City Council Meeting were reviewed.

. . . . . .

5. CONSENT AGENDA – RESOLUTIONS

A Resolution amending Schedule C, of the City of El Paso Fiscal Year 2022 Budget Resolution to establish the permit fee on the Convenience Store Crime Prevention Ordinance, Chapter 5.18.030(b) effective June 7, 2022.

Representative Joe Molinar questioned the following City staff member:

- Police Commander Juan Briones

. . . . . .

15. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Discussion and action for City Council to approve a Resolution recognizing the Korean War Veteran Association (KWVA), Col. Joseph C. Rodriguez, Medal of Honor, Chapter 249 for their efforts with Texas State Senator Cesar Blanco, through the passage of SB 1704, to erect state highway signage honoring Korean War Memorial Veterans and supports the highway signage project designating a segment of Patriot Freeway (U.S. 54) as the "Korean War Memorial Highway".

Mayor Leeser and Representative Molinar commented.

. . . . . .

37. REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

Discussion and action that the Director of the Purchasing & Strategic Sourcing Department be authorized to issue a Purchase Order to Datamark, Inc., for the 2022-0393 Customer Service Call Center - Staffing & Management Service Operations for the Fire Department. This contract will allow services essential to the public safety of our community through support of our 911 Communications Center. The purchase order is for an amount not to exceed $1,899,874.40 for a one (1) year term.

Contract Variance:

The difference in cost, based on the comparison from previous contract is as follows: An annual increase of $399,874.41, which represents a 26.66% increase due the changes in cost of living and wages increasing.

Department:	Fire
Award to:	Datamark, Inc. El Paso, TX
Term:	One (1) Year
Total Estimated Amount:	$1,899,874.40
Account No.:	322 - 520010 - 1000 - 22080 - P2218
Funding Source:	General Funds
District(s):	All

This is a purchase pursuant to the Public Health and Safety Exemption, 252.022 (a) (2) of the Texas Local Government Code, services contract. Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

Representative Lizarraga questioned the following City staff member:

- Ms. Paula Salas, Purchasing Agent

. . . . . .

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

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.

Representative Annello questioned the following City staff member:

- Mr. Kevin Smith, Planning and Inspections Assistant Director

. . . . . .

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 9:17 a.m.

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

. . . . . .

APPROVED AS TO CONTENT:

_____

Laura D. Prine, City Clerk

File #: 22-133, **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.

A Resolution that the City Manager, or designee, be authorized to sign the first amendment to the Agreement for Professional Services by and between the City of El Paso and RS&H Inc, for a project known as "EPIA Runway 8R-26L Rehabilitation" for an amount not to exceed $250,459.19 and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement. Funding Source: Airport and AIP/Grant Funds.

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

AGENDA DATE: **February 1, 2022**
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: ALL

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

SUBGOAL: Grow the core business of air transportation.

SUBJECT:
A resolution that the City Manager be authorized to sign the first amendment to the Agreement for Professional Services by and between the City of El Paso and RS&H Inc, for a project known as "EPIA Runway 8R-26L Rehabilitation" for an amount not to exceed $250,459.19 and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement. Funding Source: Airport and AIP/Grant Funds

BACKGROUND / DISCUSSION:
RS&H was awarded "EPIA Runway 8R-26L Rehabilitation" on March 2, 2021. For a total of $670,015.21. This is the first amendment to the professional services agreement. The total cost for additional services is $250,459.19. The additional services include design of full depth reconstruction of Taxiway U to include the conversion of existing incandescent lights to LED. The additional scope is being added at the request of the FAA after completing their review of the airport's five year CIP plan.

PRIOR COUNCIL ACTION:
March 2, 2021 Award of Agreement of Professional Services to RS&H, Inc in the amount of $670,015.21.

AMOUNT AND SOURCE OF FUNDING:
Amount: $250,459.19
Source: FAA Grant Funds and Airport Enterprise Funds
580270 – 62335 – 3010 – 562 – G62A204002
580270 – 62330 – 3080 – 562 – G62A204002

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: **Capital Improvement Department**
SECONDARY DEPARTMENT: **Aviation**

Revised 04/09/2021

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

DEPARTMENT HEAD: Jerry DeMuro/for

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

Revised 04/09/2021

RESOLUTION

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

That the City Manager, or designee, is authorized to sign a First Amendment to Agreement for Professional Services between the City of El Paso and RS&H, Inc. for the project known as "El Paso International Airport Runway 8R-26L Rehabilitation" to add additional services and increase the contract amount from an amount not to exceed $250,459.19 to an amount not to exceed $920,474.40. Further, that the City Engineer is authorized to approve additional basic services in an amount not to exceed an additional $50,000. Further, that the City Engineer is authorized to approve additional services in an amount not to exceed an additional $50,000. The City Engineer is authorized to execute any contract amendments to increase the contract amount as provided above. Further, that the City Manager, or designee, is authorized to exercise all rights and obligations under the agreement and to execute all documents necessary to effectuate the intent of this resolution.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This First Amendment to the Agreement for Professional Services (**"First Amendment"**), is between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, (**"Owner"**), and **RS&H, Inc.** (**"Consultant"**), collectively referred herein as (**"Parties"**).

WHEREAS, on March 16, 2021, the parties entered into an Agreement for Professional Services (**"Agreement"**); and

WHEREAS, the Owner and Consultant desire to amend the Agreement to add an additional Scope of Services ("Attachment A"), to add to the Consultant's Fee Proposal and Hourly Rates ("Attachment B") and to the Consultant's Basic and Additional Services ("Attachment C"), and to replace the Payment and Deliverables Schedules ("Attachment D") which are all shown and attached hereto on Attachment "A-1" of the Agreement, and to increase the maximum amount under the Agreement.

The Parties agree as follows:

1. The Agreement is amended to add an additional Scope of Services ("Attachment A-1"), to add to what appears in the Agreement as the Scope of Services ("Attachment A"), the Consultant's Fee Proposal and Hourly Rates ("Attachment B") and the Consultant's Basic and Additional Services ("Attachment C"), and to replace the Payment and Deliverables Schedules ("Attachment D"), attached hereto as Attachment "A-1" to this First Amendment, and to increase the maximum amount under the Agreement as shown in Attachment "A-1" attached to this First Amendment.

2. Section 3.1 (Payment to Consultant) of the Agreement is amended to read as follows:

   3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **$920,474.40** for all basic services and reimbursables performed pursuant to this Agreement.

   The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($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 identified Project.

   In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within Attachment "C" and Attachment "A-1" in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional

Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for 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" and "Attachment A-1".

Payments to the Consultant shall be made pursuant to Attachment "A-1".

3. Except as amended in this First Amendment, the Agreement remains in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Tomas Gonzalez
City Manager

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

Jerry DeMuro/for _____
Samuel Rodriguez, P.E.
City Engineer

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this_____day of_____, 2022, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas**.

_____

Notary Public, State of Texas
My commission expires:

_____

CONSULTANT:

_____
Name: _____
Title: _____

THE STATE OF_____§
§
COUNTY OF_____§

This instrument was acknowledged before me on this_____day of_____, 2022, by _____, as _____ of Consultant.

_____
Notary Public, State of Texas

My commission expires:

_____

(Attachment on the following page)

ATTACHMENT A-1

EL PASO INTERNATIONAL AIRPORT

Runway 8R-26L Rehabilitation

Design, Bidding, and Construction Administration Services

PROJECT PROPOSAL / SCOPE OF WORK
Amendment No. 1

RS&H Project No: 223071000

RS&H, Inc.
13750 San Pedro Ave. Suite 300
San Antonio, Texas 78259
210-224-2800

TBPE Registration. No. F-3401

PROJECT PROPOSAL / SCOPE OF WORK

The text highlighted in bold herein, such as this paragraph, documents the changes in the project scope associated with Amendment No. 1. All other text is as included in the original contract.

This scope of work describes the services to be provided by RS&H, Inc. ("Consultant") to the El Paso International Airport ("EPIA" or "Client") for professional design, bidding, and construction administration services of the Runway 8R-26L Rehabilitation ("Project") in the City of El Paso, Texas ("City"), including project schedule and project fees.

1. Project Description

The project generally consists of the scope elements listed below. The project scope elements and project area are as depicted in Figure 1.

- Rehabilitation of Runway 8R-26L asphalt surface, including the mill and overlay of the asphalt surface to existing grades (with verification of Federal Aviation Administration ("FAA") grade criteria and potential minor grade corrections) – shown in green in Figure 1
- Rehabilitation of Runway 8R-26L concrete surface, including joint seal / crack repair of the concrete surface – shown in orange in Figure 1
- Runway (asphalt section) shoulder rehabilitation, including a seal coat of the existing asphalt pavements – shown in purple in Figure 1
- Runway (concrete section) shoulder rehabilitation, Runway End 26L blast pad rehabilitation, and Taxiway W and Taxiway L (extension) shoulder rehabilitation, including a seal coat of the existing asphalt pavements – shown in yellow in Figure 1
- Convert Runway 8R-26L edge lights and signage from incandescent to LED
    - Associated existing infrastructure (light cans, cable / conduit to remain in place to extent possible
    - Includes evaluation of a conversion of taxiway edge lights / signs from incandescent to LED (though taxiway edge lights / signs will likely remain as incandescent)
- Rehabilitation of Taxiways T, S, U, and V, including the mill and overlay of the asphalt surface to existing grades (with verification of FAA grade criteria and potential minor grade corrections) – shown in green in Figure 1
    - ~~Includes evaluation and design (as additive alternate) of reconstruction of Taxiways T, S, U, and V in concrete (to current delineation of asphalt/concrete pavement near holding position markings)~~
- ~~Widening of Taxiways T, S, U, and V to meet current FAA geometry requirements (asphalt pavement section) – shown in dark blue and cyan in Figure 1~~
    - ~~Includes evaluation and design (as additive alternate) of widened pavement in concrete~~
    - ~~Includes runway shoulder reconstruction where necessary to meet FAA geometry requirements~~
    - ~~Includes replacement of associated runway and taxiway edge lights, signage, and cable / conduit where necessary to meet FAA geometry requirements~~
- **Rehabilitation of Taxiway U including the full depth asphalt reconstruction of the taxiway to existing limits and new 30' wide shoulder – shown in blue in Figure 2**
    - **Includes conversion of taxiway edge lights / signs from incandescent to LED within the project limits**

Figure 1 Project Area

Figure 2 Project Area – Amendment No. 1

The anticipated construction budget is approximately $9 million, as identified by the Client. The project will be designed with additive alternates for flexibility in award. **The anticipated construction cost of the project components to be designed in Amendment No. 1 is approximately $5.5 million. The scope elements included in Amendment No. 1 will be added and bid as Bid Schedule No. 5 in the Construction Documents.**

The Project will include the design and documentation of the following components:

- General coordination
- Project phasing
- Safety and security
- Dimensional control
- Boring layout
- Site plan
- Existing conditions
- Demolition requirements
- Geometric layout of proposed taxiway pavements
- Paving plan and elevation grids
- Pavement profiles and cross sections
- Site grading and drainage
- Joint and crack repair in concrete pavements
- Drainage area maps
- Drainage calculations (excluding modeling)
- Relocation of drainage elements affected by taxiway pavement widenings
- Runway grooving
- Pavement markings
- Utility relocations
- Runway and taxiway lighting and signage
- Erosion control and Stormwater Pollution Prevention ("SWPPP") Best Management Practices ("BMPs")
- Revegetation of disturbed areas
- Project details and element descriptions, as necessary
- Site-specific Construction Safety Phasing Plan ("CSPP")
- Site-specific Construction Management Program ("CMP")
- Permit Coordination
- FAA and Tenant Coordination

There are utilities within the project limits that will potentially be impacted by the project, such as gas, FAA communication cables, FAA electrical, and EPIA electrical.

The Consultant will comply with all local, state, and federal building codes. The Project components will be evaluated and generally designed to meet the following FAA Advisory Circulars ("AC"), latest published edition at time of contract execution, as applicable, including (but not limited to):

- *FAA AC 150/5300-13, Airport Design*
- *FAA AC 150/5300-18, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards*
- *FAA AC 150/5320-5, Surface Drainage Design*
- *FAA AC 150/5320-6, Airport Pavement Design and Evaluation*
- *FAA AC 150/5340-1, Standards for Airport Markings*
- *FAA AC 150/5340-18, Standards for Airport Sign Systems*

- *FAA AC 150/5340-30, Design and Installation Details for Airport Visual Aids*
- *FAA AC 150/5370-2, Operation Safety on Airports During Construction*
- *FAA AC 150/5370-10, Standards for Specifying Construction of Airports*

All Project drawings will be prepared in AutoCAD format.

Resident Project Representative ("RPR") services, Construction Materials Testing ("CMT") services, and construction verification surveys, are not included as part of this proposal.

This scope of work assumes that all proposed tasks will be constructed in one (1) project. There is significant overlap between design items in each task, and the fee proposal reflects that. Any deviations from these assumptions once notice has been given to the Consultant to begin the work of this contract may require a change to the Project scope and additional fees.

Deletion of a task(s) or the requirement for additional work not specifically included herein will require re-evaluation of the proposed design fees.

2. Project Elements

The following scope items will be completed for the scope additions of Amendment No. 1, amended as shown herein.

The following is a listing of elements of the design project, representative of all project elements listed in Section 1 (Base Design Components and Additive Alternate Design Components):

- Data Collection and Site Inspection
  - The Consultant will obtain and review record drawings associated with the project site, as may be available from the Client.
  - The Consultant will obtain and review applicable design standards. The project will be evaluated and designed to meet the current requirements of the FAA and City. If standards conflict, the most stringent standard will govern.
  - The Consultant will visually inspect the project area and document overall visible conditions as part of the design.
  - The Consultant will conduct a topographic survey of the necessary survey controls and location of all visible site elements. The Consultant will prepare an accurate three-dimensional model of the existing ground elevations. Topographic survey is anticipated to be completed daytime operations**. The Consultant will conduct additional topographic survey of the Taxiway U reconstruction limits.**
  - The Consultant will conduct a geotechnical exploration program including fourteen (14) borings to a depth of ten (10) feet within the proposed development area. Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content, soluble sulfate content, and unconfined compression strength testing. The actual laboratory program will depend upon the type of soils encountered. The geotechnical exploration is anticipated to be completed daytime operations. **The Consultant will conduct an additional geotechnical exploration program of the Taxiway U reconstruction limits, including thirteen (13) borings to a depth of ten (10) feet.**

- No subsurface utility engineering (SUE) services are included in this proposal. The intent will be to locate all utilities via review of record drawings and topographic survey of visible site elements. The Contract Documents will require the Contractor to perform any recommended test hole verifications.
- The Consultant will provide an overview of existing conditions and required demolition necessary for the proposed development.

✈ General

- The Consultant will provide general drawings for the Project (Cover Sheet, Sheet Index, General Notes, Dimensional Control Plans, Boring Layout Plan, etc.) in accordance with the applicable design standards.

✈ Geometrics and Site Design

- The Consultant will provide the geometric design of the taxiway pavements. The Consultant will utilize *FAA AC 150/5300-13, Airport Design* to establish criteria, latest published edition at time of contract execution.
- The Consultant will perform the grading design for the site.
- The Consultant will provide design pavement markings required for the site in accordance with *FAA AC 150/5340-1, Standards for Airport Markings*, latest published edition at time of contract execution.
- **The Consultant will provide the design for the removal and replacement of airfield lighting of Taxiway U to accommodate the new 30' wide shoulder in accordance with applicable FAA design guidelines.**

✈ Pavement Design

- The Consultant will provide taxiway pavement strength and material design recommendations in accordance with the FAA's *FAARFIELD* ~~*1.42*~~ ***2.0*** standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation* design guidelines, latest published edition at time of contract execution. The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants, as necessary, to determine the appropriate aircraft fleet mix to be used in the taxiway pavement design.
- The Consultant will provide pavement profiles and cross sections for the affected pavements.
- The Consultant will provide the design for a mill and overlay of the existing runway asphalt pavement. The proposed surface will generally be designed to match existing grades (with verification of FAA grade criteria and potential minor grade corrections). This project is intended to be a "maintenance" project and is not intended to strengthen the pavement or increase capacity; therefore, the runway pavement rehabilitation will be a consistent depth mill (removal) and overlay (replacement) and will not be designed to meet the FAA's *FAARFIELD 2.0* standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation* design guidelines. The Consultant will utilize *FAA AC 150/5300-13, Change 1, Airport Design,* latest published edition at time of contract execution, to establish grade criteria.
- The Consultant will design pavement grooving for the runway pavement.
- A joint seal and crack repair recommendation will be provided for concrete pavements.

- Airfield Lighting and Signage
  - The Consultant will provide the design for the removal and replacement of airfield lighting and signage of Runway 8R-26L and to accommodate the modified geometry of Taxiways S, T, U, and V in accordance with applicable FAA design guidelines.
  - **The Consultant will provide the design for the conversion of incandescent lighting and signage of Taxiway U to LED.**
- Drainage Design
  - The Consultant will complete the site-specific drainage design for the proposed development. Drainage design will be developed for the extent of the development boundary, limited to the infield areas immediately upstream and downstream of the runway shoulders and each taxiway construction area and bound by surrounding pavements. The design will include storm sewer layout, sizing, and calculations of pre- and post-development flows from the site, utilizing the Rational Method (Q=CiA). The Consultant will utilize *FAA AC 150/5320-5D, Surface Drainage Design* and the City's *Drainage Criteria Manual* to establish criteria. The design will include, as applicable, a drainage plan, profiles, details, and pre- and post-development drainage maps. Any required upstream and/or downstream modifications or improvements beyond the limits of the site are excluded from this scope of work.
  - Detention, including but not limited to subsurface detention is excluded from this scope of work.
  - Drainage modeling is excluded from this scope of work.
  - No underdrains are anticipated to be installed for new / rehabilitated pavements. Underdrain design is excluded from this scope of work.
- SWPPP / Erosion Controls
  - The Consultant will prepare applicable SWPPP drawings for the Contractor to use in procurement of the necessary stormwater construction permits. A detailed SWPPP report along with Contractor preferred BMPs, the Notice of Intent ("NOI"), the Notice of Termination ("NOT"), and any submission to the Texas Commission on Environmental Quality ("TCEQ") will be prepared by others and is excluded from this scope of work.
  - The Consultant will submit the SWPPP drawings to the City Planning and Inspections Department for review and approval.
  - The Consultant will research BMPs and propose a revegetation method that prevents future erosion of graded areas within the project limits.
- Phasing / Safety and Security
  - The Consultant will review and analyze the following: potential impacts to safety and operational safety associated with aviation related areas; Airport Operations Area ("AOA") ingress/egress routes; aircraft movement areas; coordination; markings; signage; construction staging areas; vehicles crossing active pavements procedures; Notices to Airmen ("NOTAMs"); jet blast-prop-wash safety; night-time construction lighting; dust control; hauling of debris; and equipment parking.

- Utility Coordination and Design
  - The Consultant will design necessary utility relocations with the intent to minimize without compromising design standards. Existing utility crossings may include, but are not limited to, gas, FAA communication cables, FAA electrical, and EPIA electrical.
  - The Consultant will meet with all affected utility companies to discuss the proposed design. Based on these coordination meetings and correspondence, the need and extent of relocations will be determined. If a dispute arises, the Consultant will immediately schedule a meeting between the City Project Manager and the utility company to resolve the dispute.
  - The Consultant will notify the City of El Paso of any utilities that will require relocation.
  - Construction documents will clearly show all existing and proposed utility lines and utility company contacts.
  - The Consultant will obtain and submit utility clearance letters from each of the affected utility companies.
- Permitting
  - National Environmental Policy Act ("NEPA") documentation has previously been completed for this Project. The NEPA documentation for the Project was completed by the Client's staff. No additional NEPA documentation is included in this scope of work.
  - The preparation and submittal of the Notice of Proposed Construction or Alteration (FAA Form 7460-1) for the Project to the FAA for Obstruction Evaluation / Airport Airspace Analysis ("OE/AAA") is excluded from this scope of work.
  - The Consultant will submit required documents to the City Planning and Inspections Department for review and approval during the final design phase with the intent to obtain approval from the City Planning and Inspections Department before the construction documents are submitted for bid advertisement. The Consultant will follow up the review and approval process with the City Planning and Inspections Department and will pick up approved documents and store them in a safe place. The Consultant will not be responsible for pulling a construction permit; this will be completed by others and is excluded from this scope of work.
  - No other permits are anticipated for this Project. No other permits than those specifically included in this scope will be coordinated or applied for by the Consultant.
- Construction Administration Phase Services
  - The Consultant will participate in ~~thirty-three (33~~**) thirty-eight (38)** weekly construction progress meetings.
  - The Consultant will respond to all questions from the contractor submitted as Request for Information (RFI).
  - The Consultant will provide advice and recommendations to the Client.
  - The Consultant will review the Contractor's technical submittals.
  - The Consultant will review proposed contract changes and provide cost impact analysis.
  - The Consultant will make ~~six (6)~~ **eight (8)** site visits throughout the project duration to observe project progress and verify conformance with construction documents.

- The Consultant will participate in a Substantial Completion Inspection and provide a punch list to the Client.
- The Consultant will participate in a Final Inspection and provide a punch list to the Client.

✈ Closeout Phase Services

- The Consultant will produce and provide electronic format (CAD and PDF) “as-builts” drawings.
- The Consultant will **require the Contractor to** conduct an as-built survey of the necessary project elements in accordance with *FAA AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System Standards*.
- The Consultant will input final topographical survey data into AGIS in accordance with *FAA AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System Standards*.

3. Basic Services

The Consultant will provide the following services, representative of all project elements listed in Section 1 (Base Design Components and Additive Alternate Design Components):

TASK 1 PRELIMINARY DESIGN PHASE SERVICES

Task 1.01 Perform Project Initiation / Setup

The Consultant will complete the necessary Project initiation and documentation setup in order to appropriately manage the Project.

Task 1.02 Perform Data Collection and Research

The Consultant will collect and review available data related to the project area and the proposed improvements. The Consultant will review the Client’s files and records to determine relevant information for the Client’s staff to provide such as previous design drawings, existing permits, boundary surveys, development concepts and drawings, surveys, and geotechnical investigation reports. The Client will provide copies of all pertinent documents including CAD drawings, when available, to the Consultant in a timely manner to allow the project to move ahead efficiently.

The Consultant will identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities, as required.

The Consultant will also research BMPs to revegetate any disturb areas in the projects that are applicable to the Region and prevent future erosion. The chosen method of revegetation will be shown in the Site Restoration drawings found in the project documents.

Task 1.03 Perform Geotechnical Investigation

The Consultant will collect, review, compile, and summarize available data related to the Project. The Consultant will conduct a geotechnical exploration program including ~~Fourteen (14)~~ **Twenty-seven (27)** borings to a depth of ten (10) feet within the proposed development area.

The Consultant will provide a taxiway pavement strength and material design recommendation following FAA pavement design guidelines. Runway pavement rehabilitation will be a consistent depth mill (removal) and overlay (replacement) and will not be designed to meet the FAA's *FAARFIELD* ~~*1.42*~~ **2.0** standard thickness design software and *FAA AC 150/5320-6, Airport Pavement Design and Evaluation* design guidelines.

The Consultant will coordinate with the Client's staff, FAA control tower personnel, and tenants, as necessary, to determine the appropriate aircraft fleet mix to be used in the pavement design.

The geotechnical investigation will be performed by LEC Engineering, Inc. ("LOI"). LOI's proposal and scope of work for these services has been included in Attachment E. All geotechnical investigation work is anticipated to be completed daytime operations.

Task 1.04 Obtain Design Topographical Survey

The Consultant will review available land survey and topographic survey data and develop a site survey scope of work. The Consultant will coordinate and review with the survey subconsultant such items as: specific surveying limits; geometric criteria required for topography, profiles and cross-sectional survey of existing project areas, above and below ground utilities and existing site improvements; horizontal and vertical control; airfield access/security requirements and surveying schedule.

The following survey efforts are anticipated:

- Cross section / topographic survey of the proposed runway and taxiway pavement areas and surrounding areas.
- Locate existing underground utilities.
- Provide three (3) horizontal and vertical control points for the project area within 1,000 feet of project site.

The Consultant will compile the existing survey, utility, and record drawing information and develop existing conditions CAD base sheets of the project areas. The data will be layered onto different drawings as required for the construction drawings. All survey data will be provided to the Client in PDF and AutoCAD Civil 3D format.

Topographical design surveys will be performed by Brock & Bustillos, Inc. ("B&B"). B&B's proposal and scope of work for these services has been included in Attachment F. All topographic survey work is anticipated to be completed daytime operations.

Additional topographical design survey will be performed by B&B to include the Taxiway U rehabilitation.

Task 1.05 Prepare Preliminary Design Documents

The Consultant will prepare Preliminary Design Documents (drawings, Engineer's report, project manual, and EOPC). The design will evaluate and identify specific elements of the Project for a technically and economically sound project. Additive alternates will be developed for bidding to correspond to available budgets.

An anticipated list of drawings is included in Attachment C.

The project manual in this phase will consist of technical specifications and referenced documents, which may include a Report of Geotechnical Exploration, applicable FAA ACs, and any applicable permitting requirements. Contract documents, a site-specific CSPP, and a site-specific CMP will be included in the project manual in subsequent phases.

The Consultant will prepare an Engineer's Report generally consisting of a description of the scope of the project, evaluation of design elements, evaluation of design standards, evaluation of applicable requirements of governmental authorities having jurisdiction, evaluation of conceptual schematic layouts and geometric requirements, evaluation of environmental concerns, pavement design recommendations, analysis of the geotechnical investigation, evaluation of preliminary safety and phasing concepts, the Consultant's (Engineer's) Opinion of Probable Construction Cost ("EOPC"), preparation of a preliminary construction schedule, relevant exhibits to clearly indicate the considerations involved, alternatives available to the Client, and the Consultant's findings and recommendations.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's EOPC.

The civil design components will be performed by RS&H and B&B. B&B's proposal and scope of work for civil services has been included in Attachment G.

The electrical design components will be performed by Ferguson Consulting, Inc. ("FCI"). FCI's proposal and scope of work for these services has been included in Attachment D.

The project will be designed with additive alternates for flexibility in award.

The Amendment No. 1 will not include development of Preliminary Design Documents.

Task 1.06 Perform In-House Quality Control Review – Preliminary Design Documents

The Consultant will conduct an in-house quality control review of the Preliminary Design Documents prior to submittal to the Client and FAA.

The Amendment No. 1 will not include Quality Control Review of the Preliminary Design Documents.

Task 1.07 Submit Preliminary Design Documents

The Consultant will review all in-house quality control review of the Preliminary Design Documents and incorporate applicable comments into the Preliminary Design Documents. The Consultant will then submit and distribute copies of the Preliminary Design Documents to the Client and FAA for review, comment, and approval to proceed with preparation of Pre-Final Design Documents. Distribution quantities of the Preliminary Design Documents will be as noted in the DELIVERABLES section of this Proposal.

The Amendment No. 1 will not include submittal of Preliminary Design Documents.

Task 1.08 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

No additional meetings will be held for the Amendment No. 1 scope of work with regards to the Preliminary Design.

- **Pre-Design Conference**

  The Consultant will coordinate and attend one (1) pre-design/kick-off meeting with the Client and various subconsultants to discuss and solidify (to the extent feasible) the project scope, budget, schedule, concept, coordination requirements, design features, design constraints, design parameters, local conditions, communication channels, submittals, responsibilities, and other related items.

  The Consultant will prepare minutes of the pre-design conference and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

- **Site Investigation**

  The Consultant will coordinate and attend one (1) site investigation meeting with the Client and various subconsultants to review and document the visible conditions of the project site.

  The Consultant will prepare minutes of the site investigation and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held at EPIA and will require travel by the Consultant.

- **Design Development / Coordination Meetings**

  To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client, EPIA staff, City staff, FAA, stakeholders, EPIA users, other consultants, and other tenants. Three (3) meetings have been anticipated.

  The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

- **Utility Coordination Meetings**

  To further the design with respect to utility design, Utility Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client, EPIA staff, City staff, and utility owners. Two (2) meetings have been anticipated.

  The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. One (1) meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

  One (1) meeting is anticipated to be held at EPIA or City offices and will require travel by the Consultant.

- **Coordination Meetings with Concurrent Airfield Projects**

  The Consultant will conduct and attend two (2) coordination meetings to review project phasing with the Client and other consultants working on adjacent airfield projects.

  The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

- **Preliminary Design Documents Review Meeting**

  The Consultant will coordinate and attend one (1) Preliminary Design Documents review meeting with the Client, FAA, and other attendees, as applicable, to receive comments and direction regarding the Preliminary Design Documents.

  The Consultant will prepare minutes of the Preliminary Design Documents review meeting and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

Task 1.09 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client and FAA to discuss Project progress.

TASK 2 PRE-FINAL DESIGN PHASE SERVICES

Task 2.01 Incorporate Preliminary Design Review Comments

The Consultant will review all comments received from the Client's authorized representative(s) from the preliminary design submittal reviews and incorporate applicable comments into drawings, project manual, Engineer's report, and EOPC. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable.

The Preliminary Design is considered complete and no additional comments are anticipated for incorporation.

Task 2.02 Prepare Pre-Final Design Documents

The Consultant will prepare Pre-Final Design Documents (drawings, project manual, Engineer's Report, and EOPC). The design will evaluate and identify specific elements of the Project for a technically and economically sound project, with applicable additive alternates included for bidding to correspond to available budgets.

An anticipated list of drawings is included in Attachment C.

The project manual will consist of:

- Contract Documents (to be provided by the Client and incorporated by the Consultant);
- Bid Proposal;
- Technical specifications;
- Site-specific CSPP;
- Site-specific CMP; and
- Referenced documents, which may include a Report of Geotechnical Exploration, applicable FAA ACs, and any applicable permitting requirements.

The Consultant will prepare a site-specific CSPP in conformance with *FAA AC 150/5370-2, Operational Safety on Airports during Construction*, latest published edition at time of contract execution. *Paragraph 103.a* defines the parameters for a CSPP. It is anticipated that a CSPP is required since this project will impact the AOA. *Paragraph 103.a* states:

> "A CSPP must be developed for each on-airfield construction project funded by the Airport Improvement Program (AIP)... As per (FAA) Order 5200.11, FAA Airports (ARP) Safety Management System (SMS), such projects do not include construction, rehabilitation, or change of any facility that is entirely outside the air operations area, does not involve any expansion of the facility envelope and does not involve construction equipment, haul routes or placement of material in locations that require access to the air operations area, increase the facility envelope, or impact line-of-sight… However, extraordinary circumstances may trigger the need for a Safety Assessment and a CSPP. The CSPP is subject to subsequent review and approval under the FAA's Safety Risk Management procedures..."

Safety Risk Management System ("SRM") panels and Safety Assessment reporting are not included as part of this proposal.

The Consultant will prepare a site-specific CMP for the Project in conformance with *FAA AC 150/5370-12, Quality Management for Federally Funded Airport Construction Projects,* latest edition, that will be used to ensure that construction meets or exceeds the minimum standards required by the Design Documents. The CMP will identify key contacts and their responsibilities throughout construction of the project. The CMP will be included as an attachment to the project manual.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's EOPC.

The civil design components will be performed by RS&H and B&B. B&B's proposal and scope of work for civil services has been included in Attachment G.

The electrical design components will be performed by Ferguson Consulting, Inc. ("FCI"). FCI's proposal and scope of work for these services has been included in Attachment D.

The project will be designed with additive alternates for flexibility in award.

The Consultant will prepare Pre-Final Design Documents to include additional scope per Amendment No. 1. Pre-Final Design Documents will be prepared for the entire scope of work, including the original scope work and the additions of Amendment No. 1.

Task 2.03 Perform In-House Quality Control Review – Pre-Final Design Documents

The Consultant will conduct an in-house quality control review of the Pre-Final Design Documents prior to submittal to the Client, the City, and FAA.

Task 2.04 Submit Pre-Final Design Documents

The Consultant will review all in-house quality control review of the Pre-Final Design Documents and incorporate applicable comments into the Pre-Final Design Documents. The Consultant will then submit and distribute copies of the Pre-Final Design Documents to the Client, the City, and FAA for review, comment, and approval to proceed with preparation of Final Design Documents. Distribution quantities of the Pre-Final Design Documents will be as noted in the DELIVERABLES section of this Proposal.

The Consultant will submit Pre-Final Design Documents to include additional scope per Amendment No. 1. Pre-Final Design Documents will be prepared for the entire scope of work, including the original scope work and the additions of Amendment No. 1.

Task 2.05 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Design Development / Coordination Meetings**

  To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client, EPIA staff, City staff, FAA, stakeholders, EPIA users, and other tenants. Two (2) meetings have been anticipated.

  The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

- **Utility Coordination Meetings**

  To further the design with respect to utility design, Utility Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client, EPIA staff, City staff, and utility owners. One (1) meeting has been anticipated.

  The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

- **Coordination Meetings with Concurrent Airfield Projects**

  The Consultant will conduct and attend one (1) coordination meeting to review project phasing with the Client and other consultants working on adjacent airfield projects.

  The Consultant will prepare minutes of this meeting and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

- **Pre-Final Design Documents Review Meeting**

  The Consultant will coordinate and attend one (1) Pre-Final Design Documents review meeting with the Client, FAA, and other attendees, as applicable, to receive comments and direction regarding the Pre-Final Design Documents.

  The Consultant will prepare minutes of the Pre-Final Design Documents review meeting and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

Task 2.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client and FAA to discuss Project progress.

TASK 3 FINAL DESIGN PHASE SERVICES

Task 3.01 Incorporate Pre-Final Review Comments

The Consultant will review all comments received from the Client's authorized representative(s) from the pre-final design submittal reviews and incorporate applicable comments into drawings, project manual, Engineer's Report, and EOPC. The Consultant will provide a written response on each comment on how it will be incorporated into the documents, or why it was not applicable.

Prepare Final Design Documents

The Consultant will prepare Final (sealed) Design Documents (drawings, project manual, Engineer's Report, and EOPC). The design will evaluate and identify specific elements of the Project for a technically and economically sound project, with applicable additive alternates included for bidding to correspond to available budgets.

An anticipated list of drawings is included in Attachment C.

In providing EOPCs, the Consultant has no control over the cost or availability of labor, equipment, or materials, or other local market conditions and that the Consultant's EOPCs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Consultant's EOPC.

Task 3.03 Perform In-House Quality Control Review – Final Design Documents

The Consultant will conduct an in-house quality control review of the Final Design Documents prior to submittal to the Client and FAA.

Task 3.04 Submit Final Design Documents

The Consultant will review all in-house quality control reviews of the Final Design Documents and incorporate applicable comments into the Final Design Documents.

The Consultant will then submit and distribute copies of the Final Design Documents. Distribution quantities of the Final Design Documents will be as noted in the DELIVERABLES section of this Proposal. Comments requesting changes to the Final Design Documents after this submittal will be performed under a change order for additional time and cost, unless due to an error or omission by the Consultant.

Task 3.05 Meetings / Presentations

To further the design progress and coordinate efforts, various meetings are anticipated throughout the design process. For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Design Development / Coordination Meetings**

  To further the design and maximize a coordinated effort, Design Development / Coordination Meetings may be required. These meetings are intended to be “workshop” meetings to discuss design alternatives and requirements. Attendees at the meeting may include the Client, EPIA staff, City staff, FAA, stakeholders, EPIA users, and other tenants. One (1) meeting has been anticipated.

  The Consultant will prepare minutes of these meetings and distribute to all attendees within three (3) working days of the meeting. This meeting is anticipated to be held via teleconference and will not require travel by the Consultant.

Task 3.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team’s efforts including assembly and coordination of all documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

TASK 4 BIDDING PHASE SERVICES

Task 4.01 Provide Bidding Assistance

The Consultant will assist in advertising for and obtaining bids or proposals for the Project. This includes coordination and preparation of pre-bid meeting agenda documents and presentation and any other documents required for the bidding process.

Task 4.02 Respond to Bidder / Contractor Inquiries

The Consultant will provide formal responses to Bidder / Contractor inquiries.

Task 4.03 Issue Addenda

The Consultant will issue addenda as appropriate to clarify, correct, or change the bidding documents.

Task 4.04 Evaluate Bids

It is understood that the City Purchasing Department will conduct the bid opening and the Consultant will not be required to attend the bid opening. After the bid opening, Bidder / Contractor bids will be provided to the Consultant by the Client for evaluation. The Consultant will develop a tabulation of all bids received and provide evaluation of such, checking for correctness, qualifications of apparent low bidder, DBE participation goals, etc., and make recommendations of award based solely on apparent low bidder. The Consultant cannot and does not guarantee that bids will not vary from the EOPC.

Task 4.05 Meetings / Presentations

To further the bidding efforts, various meetings are anticipated throughout the bidding process. For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Pre-bid Conference**

  The Consultant will attend and conduct a Pre-bid Conference. This meeting is anticipated to be held at EPIA and will require travel by the Consultant.

Task 4.06 Project Management and Administration

The Consultant will manage the Project in a professional manner, assign and manage qualified individuals or subconsultants to the Project, and complete the efforts within the proposed time frame.

This task will include scheduling, resource allocation, monitoring, oversight, direction and control for all aspects of the team's efforts including assembly and coordination of all documentation. The Consultant will complete meeting preparation activities, prepare and distribute meeting minutes, and assign appropriate follow-up activities.

This task will also include routine communication, as necessary, with the Client and FAA to discuss Project progress.

TASK 5 CONSTRUCTION PHASE SERVICES

The services anticipated to be provided after commencing the Construction Phase are as follows:

Task 5.01 Prepare Conformed Construction Documents

The Consultant will prepare and provide Conformed Construction Documents, incorporating all appropriate modifications made via addenda during the bidding process. The Conformed Construction Documents will be used as the basis of construction.

Task 5.02 Review Contractor Submittals, Shop Drawings, and Samples

The Consultant will review and approve (or take other appropriate action) upon the submittals, shop drawings, samples, and other submissions furnished by the Contractor and submitted to the Consultant by the Client. The Consultant will maintain a log of all Contractor submittals which will include the date submitted to the Consultant, the action taken, and the date returned.

The Consultant will evaluate Contractor proposals and substitutions and recommend to the Client to either approve or disapprove the Contractor's proposal or substitution. Consultant reviews of Contractor proposals and substitutions is limited to an initial review and, if necessary, one (1) revision review of each Contractor proposal or substitution. Additional reviews may require a change to the Project scope and additional fees.

Task 5.03 Provide Clarifications and Interpretations

The Consultant will prepare and provide design clarifications, interpretations, and recommendations to assist the Client in resolving field problems relating to construction. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Conformed Construction Documents. The Consultant may issue, as appropriate, revised drawings and/or specifications authorizing minor variations from the requirements of the Conformed Construction Documents. This work is limited to the content and scope of the Conformed Construction Documents. Any Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the Project scope and additional fees.

Task 5.04 Prepare Change Orders and Work Change Directives

The Consultant will consult with and advise the Client regarding potential changes orders and / or supplemental agreements. The Consultant will prepare change order and / or supplemental agreement drawings and/or specifications, as directed by the Client. This work is limited to the content and scope of

the Conformed Construction Documents. Any Client-requested deviations from the content and scope of the Conformed Construction Documents may require a change to the Project scope and additional fees.

Task 5.05 Review Independent Testing Laboratory Reports

The Consultant will review any reports of inspections, tests, and approvals of samples, materials, and equipment prepared by an independent testing laboratory and provide appropriate professional interpretation thereof.

Task 5.06 Meetings / Presentations

To further the construction progress and coordinate efforts, various meetings are anticipated throughout the construction process. For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

- **Pre-Construction Conference**

  The Consultant will attend one (1) pre-construction conference. Representatives of the Consultant's civil and electrical design team will be present at the pre-construction conference. It is understood that the Client's Construction Manager will conduct this meeting and RS&H will attend as a support role. This meeting is anticipated to be held at EPIA and will require travel by the Consultant.

- **Weekly Construction Progress Meetings**

  The Consultant will attend weekly construction progress meetings with the Client, the Contractor, and / or others, as necessary, to coordinate construction efforts, review construction progress, and discuss any necessary topics to further facilitate the ongoing construction project. Representatives of the Consultant's civil and electrical design team will be present for the teleconferences. ~~Thirty-three~~ **Thirty-eight** meetings ~~(33~~ **38**) have been anticipated. These meetings are anticipated to be held via teleconference and will not require travel by the Consultant.

- **Periodic Site Visits**

  The Consultant will, in connection with observations of the work of the Contractor while it is in progress, make visits to the construction site at intervals appropriate to the various stages of construction as the Client deems necessary in order to observe and familiarize themselves generally with the progress and quality of the work and to determine if the work is generally proceeding in accordance with the Conformed Construction Documents. After attending a periodic site visit, the Consultant will prepare a written field report to the Client to advise of any deviation from the Conformed Construction Documents observed by or brought to the attention of the Consultant. The Consultant will additionally make written reports of recommendations to the Client regarding any work completed by the Contractor that the Consultant has determined to be defective, that will not produce a completed Project generally conforming to the Conformed Construction Documents, and / or that will prejudice the integrity of the design concept of the completed Project as a functioning whole. This Proposal includes ~~six (6)~~ **eight (8)** site visits to be performed by the Consultant, not including Final Inspection. These site visits / meetings will be held at EPIA and will require travel by the Consultant. It is assumed these meetings will be scheduled to coincide with other on-site (pre-pave meetings for example).

The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, environmental compliance, or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the Conformed Construction Documents.

- **Substantial Completion Inspection**

  The Consultant will attend one (1) Substantial Completion Inspection with the Client, the Contractor, and other governmental authorities to determine if construction work has been completed in general conformance with the Conformed Construction Documents and prepare a punchlist of visually non-conforming items and un-completed items of work. Representatives of the Consultant's civil and electrical design team will be present at the Substantial Completion Inspection. This meeting will be held at EPIA and will require travel by the Consultant.

- **Final Inspection**

  The Consultant will attend one (1) Final Inspection with the Client, the Contractor, and other governmental authorities to determine if the punchlist items from the Substantial Completion Inspection have been appropriately completed. Representatives of the Consultant's civil and electrical design team will be present at the Final Inspection, as necessary. This meeting will be held at EPIA and will require travel by the Consultant.

Task 5.07 General Administration of the Construction Contract

The Consultant will consult with the Client with respect to the project design components throughout construction of the Project.

This task will include providing oversight of project components designed by the Consultant; general correspondence by the Consultant with the Client, the Contractor, the City, the RPR, and other governmental authorities, as needed; coordination of meetings with the Client, the Contractor, the City, the RPR, and other governmental authorities; Project reporting; and project record keeping.

The Consultant will manage the Project in a professional manner to complete the efforts within the proposed time frame. This task includes scheduling, resource allocation, monitoring, oversight, direction, and control for all aspects of the Consultant's efforts, including assembly and coordination of all documentation.

The Consultant will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions and programs in connection with the project construction, for the acts or omissions of the Contractor, subcontractors, any of their agents or subcontractor's employees, or any other person performing any of the work or for the failure of such persons to carry out the work in accordance with the Conformed Construction Documents.

The anticipated construction duration is 260 calendar days, based on a preliminary construction schedule prepared by the Consultant. Construction is anticipated to commence in FAA Fiscal Year 2022 (approximately summer of 2022). Any deviation from these assumptions may require a change to the Project scope and additional fees.

TASK 6 CLOSEOUT PHASE SERVICES

The services anticipated to be provided after commencing the Closeout Phase are as follows:

Task 6.01 Prepare Closeout Documents

The Consultant will prepare Project Record Drawings, corrected to show significant changes made in the work during the construction of the project. Such corrections will be based upon as-built prints, drawings, field sketches and other data furnished to the Consultant by the Client, and upon change orders issued during construction.

The Consultant will prepare an updated airfield marking and signage plan update for FAA Part 139 inspections.

Task 6.02 Meetings / Presentations

For all meetings, the Consultant will attend said meetings (either in person or via teleconference, as indicated), prepare and distribute written minutes of the meeting with respect to project components designed by the Consultant, and perform appropriate follow-up activities. The anticipated number of meetings is listed herein; should the requirement for additional meetings be necessary, a change to the Project scope and additional fees may be required.

Task 6.03 Warranty Inspection

The Consultant will attend one (1) Warranty Inspection with the Owner, City, Contractor, RPR, and other governmental authorities prior to the expiration of the warranty period. The Consultant will advise the Owner and Contractor of any recommended action to be taken under the terms of the warranty. This meeting will be held at EPIA and will require travel by the Consultant.

Task 6.04 Coordinate Contractor As-Built Survey and AGIS Upload

The Consultant will require the Contractor to conduct an as-built survey of the necessary project elements in accordance with *FAA AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System Standards*.

The Consultant will utilize the survey data provided by the Contractor to upload post construction topographic data to AGIS in accordance with *FAA AC 150/5300-18B, General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System Standards.*

4. Deliverables

The Consultant will prepare Design Documents for distribution to the parties as noted below at the distribution quantities as noted below. Deliverables will be as follows for each phase:

- Preliminary Design Submittal
  - Five (5) complete 11” x 17” plan sets, five (5) project manuals, five (5) Engineer’s Reports, and five (5) copies of the EOPC for Client review
  - Two (2) complete 11” x 17” plan sets, two (2) project manuals, and two (2) copies of the EOPC for FAA review
  - Digital copies (PDF) of the Preliminary Design Documents to both the Client and FAA
  - **No additional Preliminary Design submittal documents are included in Amendment No. 1.**

- Pre-Final Design Documents Submittal
  - Five (5) complete 11” x 17” plan sets, five (5) project manuals, five (5) Engineer’s Reports, and five (5) copies of the EOPC for Client review
  - **Five (5) complete 11” x 17” plan sets, five (5) project manuals, five (5) Engineer’s Reports, and five (5) copies of the EOPC for review. Submittal will include additional scope items noted in this Amendment No. 1.**
  - Two (2) complete 11” x 17” plan sets, two (2) project manuals, and two (2) copies of the EOPC for FAA review
  - One (1) complete 11” x 17” plan set for City permit review
  - Digital copies (PDF) of the Pre-Final Design Documents to both the Client and FAA
- Final Design Documents Submittal
  - Five (5) complete 11” x 17” plan sets, five (5) project manuals, five (5) Engineer’s Reports, and five (5) copies of the EOPC for the Client
  - Two (2) complete 11” x 17” plan sets, two (2) project manuals, and two (2) copies of the EOPC for the FAA
  - Digital copies (PDF) of the Final Design Documents to both the Client and FAA
  - Digital copies (CAD) of final design files for the Client
  - Digital copies (Word) of final scope of work and bid proposal for the Client
  - Digital copies (PDF) of Consultant documented quality assurance design review
- Closeout Documents Submittal
  - Digital copies (PDF) of the Closeout Documents to both the Client and FAA.
  - Digital copies (CAD) of as-built files for the Client.

5. Schedule

The Consultant proposes to perform the services as noted herein in accordance with the following anticipated schedule:

Pre-Design Conference	7 days from NTP
Topographical Survey	60 days from Pre-Design Conference
Geotechnical Investigation	60 days from Pre-Design Conference
Preliminary Design Documents Submittal	60 days from Pre-Design Conference
Preliminary Design Documents Review	14 days from Submittal
Pre-Final Design Documents Submittal	30 days from Preliminary Design Review
Pre-Final Design Documents Submittal	**60 days from Amendment No. 1 NTP**
Pre-Final Design Documents Review	14 days from Submittal
Final Design Documents Submittal	~~30~~ **45** days from Pre-Final Design Review
Final Design Documents Review	14 days from Submittal

- Bidding as necessary
- Construction Administration ~~260~~ **320** days from construction NTP

In order to meet the proposed schedule above, the Consultant must receive the following information from the Client, or others as required. This information must be received within the timeframe noted with respect to the NTP in order to not jeopardize the proposed schedule.

- Airfield record drawings and/or as-builts (at NTP)

Delays to the proposed design schedule outside of the Consultant's control will require re-evaluation of the proposed schedule and / or design fees.

6. Professional Fees

The proposed fee for this Project is as shown in Attachment A. **Attachment A with this proposal only includes additional fees for Amendment No. 1, intended to be included as an addition to the original contract.**

Design and bidding services will be completed on a lump sum basis. Construction Administration services will be completed on a time and materials basis. An RS&H hourly rate schedule is included in Attachment B. **Attachment B has been updated to reflect a rate schedule through December 31, 2023.**

The Consultant understands the DBE goal for this Project is 3.0%. The Consultant will utilize Ferguson Consulting, Inc. for the airfield electrical modifications to meet the DBE goal for the Project, as shown on Attachment A.

7. Exclusions and Assumptions

Tasks not specifically identified in this scope of work are not included in this Contract. In addition, the following is a listing of major items not included as part of this Proposal. This list will not be construed as the only items not included as part of this scope of services.

- Funding coordination
- FAA Reimbursable Agreement coordination related to potential relocation of FAA cables
- National Environmental Policy Act (NEPA) documentation beyond SWPPP drawings
- National Pollutant Discharge Elimination System ("NPDES") / Texas Pollutant Discharge Elimination System ("TPDES") / TCEQ permits
- Environmental remediation (wetlands, soil contamination, etc.)
- Permitting beyond that noted herein
- Any and all permit fees unless otherwise indicated
- Obstruction surveys
- Construction verification surveys (Construction Documents will require Contractor to perform and submit for approval)
- Construction materials testing
- Subsurface utility engineering (SUE) services
- Stormwater / drainage improvements beyond basic site grading and drainage calculations, including drainage modeling, stormwater detention, underdrains, etc.
- Flood plain analysis and Conditional Letter of Map Revision ("CLOMR") application
- Per- and polyfluoroalkyl substances (PFAS) analysis and mitigation
- Safety Risk Management System ("SRM") and Safety Assessment reporting
- Design or construction administration of any NAVAID improvements / relocations
- Design or construction administration of any ALCMS improvements / updates

- Trench safety plan
- Confined space entry plan
- FAA Form 7460-1 and submittal
- Updates to Airport Layout Plan ("ALP")
- RPR services, construction materials acceptance testing, and construction staking
- Additional travel to EPIA, FAA offices, or any other requested travel, beyond those meetings explicitly noted herein

The following are assumed for this proposal:

- All utilities are available at the site and no offsite improvements are required
- Escort for geotechnical analyses, topographical surveys, and as-built surveys will be provided by the Client
- Applicable airfield pavements will be closed during geotechnical analyses, topographical surveys, and as-built surveys, allowing for uninterrupted, continual access
- The Client will provide current operational data (type of aircraft and number of operations) for pavement design purposes

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES - AMENDMENT NO. 1

FIRM NAME	Labor (Lump Sum)	Labor (Hourly)	Expenses (Reimb.)	TOTAL	
RS&H, Inc.					
Task 1 – Preliminary Design Phase Services	$ 5,490.36	$ -	$ -	$ 5,490.36	2.19%
Task 2 – Pre-Final Design Phase Services	$ 67,208.27	$ -	$ -	$ 67,208.27	26.83%
Task 3 – Final Design Phase Services	$ 55,925.60	$ -	$ -	$ 55,925.60	22.33%
Task 4 – Bidding Phase Services	$ 3,263.43	$ -	$ -	$ 3,263.43	1.30%
Task 5 – Construction Phase Services	$ -	$ 31,994.69	$ 9,455.00	$ 41,449.69	16.55%
Task 6 – Closeout Phase Services	$ -	$ 5,049.18	$ -	$ 5,049.18	2.02%
RS&H, Inc. Grand Subtotal	**$131,887.66**	**$37,043.87**	**$9,455.00**	**$ 178,386.53**	**71.22%**
Subconsultants (Non-DBE)					
Brock & Bustillos, Inc. (Topographical Survey)					0.00%
Task 1 – Preliminary Design Phase Services	$ 22,862.66	$ -	$ -	$ 22,862.66	9.13%
Task 2 – Pre-Final Design Phase Services	$ -	$ -	$ -	$ -	0.00%
Task 3 – Final Design Phase Services	$ -	$ -	$ -	$ -	0.00%
Task 4 – Bidding Phase Services	$ -	$ -	$ -	$ -	0.00%
Task 5 – Construction Phase Services	$ -	$ -	$ -	$ -	0.00%
Task 6 – Closeout Phase Services	$ -	$ -	$ -	$ -	0.00%
LEC Engineering, Inc. (Geotechnical Investigation)					
Task 1 – Preliminary Design Phase Services	$ 32,710.00	$ -	$ -	$ 32,710.00	13.06%
Task 2 – Pre-Final Design Phase Services	$ -	$ -	$ -	$ -	0.00%
Task 3 – Final Design Phase Services	$ -	$ -	$ -	$ -	0.00%
Task 4 – Bidding Phase Services	$ -	$ -	$ -	$ -	0.00%
Task 5 – Construction Phase Services	$ -	$ -	$ -	$ -	0.00%
Task 6 – Closeout Phase Services	$ -	$ -	$ -	$ -	0.00%
Subconsultants (Non-DBE) Subtotal	**$ 55,572.66**	**$ -**	**$ -**	**$ 55,572.66**	**22.19%**
Sub-Consultants (DBE)					
Ferguson Consulting, Inc. (Electrical)					
Task 1 – Preliminary Design Phase Services	$ -	$ -	$ -	$ -	0.00%
Task 2 – Pre-Final Design Phase Services	$ 8,250.00	$ -	$ -	$ 8,250.00	3.29%
Task 3 – Final Design Phase Services	$ 4,050.00	$ -	$ -	$ 4,050.00	1.62%
Task 4 – Bidding Phase Services	$ 600.00	$ -	$ -	$ 600.00	0.24%
Task 5 – Construction Phase Services	$ -	$ 2,100.00	$ -	$ 2,100.00	0.84%
Task 6 – Closeout Phase Services	$ -	$ 1,500.00	$ -	$ 1,500.00	0.60%
Sub-Consultants (DBE) Subtotal	**$ 12,900.00**	**$ 3,600.00**	**$ -**	**$ 16,500.00**	**6.59%**
Grand Total				**$ 250,459.19**	**100.00%**

SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES - AMENDMENT NO. 1

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
Task 1 – Preliminary Design Phase Services												
Task 1.01 Perform Project Initiation / Setup		4.0			2.0						2.0	8.0
Task 1.02 Perform Data Collection and Research		4.0		12.0	8.0							24.0
Task 1.03 Obtain Geotechnical Investigation					2.0							2.0
Task 1.04 Obtain Design Topographical Survey				8.0	2.0							10.0
Task 1.05 Prepare Preliminary Design Documents												
Engineer's Report												0.0
Plans												
Cover Sheet												0.0
Index of Drawings (3 Sheets)												0.0
Abbreviations / Legend / Contact Information												0.0
Summary of Quantities (2 Sheets)												0.0
Contract Layout Plan												0.0
General Contract Notes												0.0
Safety and Security Notes												0.0
Survey Control Plan												0.0
Runway and Taxiway Alignment Plan												0.0
Geotechnical Boring Plan												0.0
Boring Logs (6 Sheets)												0.0
Construction Phasing and Safety Notes												0.0
Contractor Staging Area Plan												0.0
Contractor Access Plan												0.0
Overall Construction Phasing Sheet												0.0
Phasing Plans (8 Sheets)												0.0
Safety and Security Details												0.0
Runway Closure Details												0.0
Miscellaneous Closure Details												0.0
Temporary Electrical Details												0.0
Overall Existing Utility Plan												0.0
Existing Utility Plan (9 Sheets)												0.0
Overall Erosion Control Plan												
Erosion Control Plan (9 Sheets)												
Erosion Control Plan - Staging Area												
Erosion Control Notes and Details												
Subconsultant Coordination												0.0
Overall Demolition Plan												0.0
Demolition Plan (9 Sheets)												0.0
Existing Typical Sections (3 Sheets)												0.0
Demolition Details												0.0
Overall Runway Proposed Paving Plan												0.0
Geometry / Paving Plan (13 Sheets)												0.0
Taxiway Joint Seal and Crack Repair Plan (2 Sheets)												0.0
Geometry Plan Point Tables (4 Sheets)												0.0
Runway Typical Pavement Sections												0.0
Taxiway Typical Pavement Sections (2 Sheets)												0.0
Joint Details (2 Sheets)												0.0
Overall Runway Grading Plan												0.0
Runway Grading Plan (9 Sheets)												0.0
Taxiway Grading Plan (7 Sheets)												0.0
Pavement Profiles (9 Sheets)												0.0
Cross Sections (20 Sheets)												0.0
Overall Spot Elevation Plan												0.0
Spot Elevation Plan (15 Sheets)												0.0
Overall Grooving Plan												0.0
Grooving Plan (3 Sheets)												0.0
Grooving Plan Details												0.0
Overall Drainage Plan												
Drainage Plan (9 Sheets)												
Drainage Details												0.0
Subconsultant Coordination												0.0
Overall Site Restoration Plan												0.0

RS&H

SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES - AMENDMENT NO. 1

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
	Site Restoration Plan (9 Sheets)												0.0
	Site Restoration Plan - Staging Area												0.0
	Overall Pavement Marking Plan												0.0
	Pavement Marking Plan (9 Sheets)												0.0
	Pavement Marking Point Table (3 Sheets)												0.0
	Pavement Marking Details												0.0
	Electrical Plans												
	Subconsultant Coordination												0.0
	Project Manual												
	Contract Documents												0.0
	Technical Specifications												0.0
	Compilation of Referenced Documents												0.0
	Construction Safety Phasing Plan (CSPP)												0.0
	Prepare CMP												0.0
	EOPC												0.0
	Task 1.06 Perform In-House Quality Control Review – Preliminary Design Docs												0.0
	Task 1.07 Submit Preliminary Design Documents												0.0
	Task 1.08 Meetings / Presentations												
0	Task 1.09.01 Pre-Design Conference												0.0
0	Task 1.09.02 Site Investigation												0.0
0	Task 1.09.03 Design Development / Coordination Meetings												0.0
0	Task 1.09.04a Utility Coordination Meetings (On-site)												0.0
0	Task 1.09.04b Utility Coordination Meetings (Virtual)												0.0
0	Task 1.09.05 Coordination Meetings with Concurrent Airfield Projects												0.0
0	Task 1.09.06 Preliminary Design Documents Review Meeting												0.0
2	**Task 1.09 Project Management and Administration**												0.0
	TOTAL HOURS	0.0	8.0	0.0	20.0	14.0	0.0	0.0	0.0	0.0	0.0	2.0	44.0
	RATE	$ 291.30	$ 189.33	$ 304.32	$ 95.16	$ 136.32	$ 222.87	$ 199.38	$ 185.07	$ 180.90	$ 259.98	$ 82.02	
	TOTAL LABOR $	$ -	$ 1,514.64	$ -	$ 1,903.20	$ 1,908.48	$ -	$ -	$ -	$ -	$ -	$ 164.04	**$ 5,490.36**

	OTHER DIRECT NON-SALARY COSTS			
		# PLANS	#PAGES	#SETS
		@	@	0
	REPRODUCTION	$ 1.10	$ 0.15	
	Plans	231		$ -
	Reports/Specifications		700	$ -
	TOTAL REPRODUCTION			$ -
	POSTAGE / DELIVERY	# PLANS	# SPECS	
		@	@	
		$ 15.00	$ 10.00	
	Plans	0		$ -
	Reports/Specifications		0	$ -
	TOTAL POSTAGE / DELIVERY			$ -
	SUBCONSULTANTS			
	Brock & Bustillos, Inc. (Topographical Survey)			$ 22,862.66
	Brock & Bustillos, Inc. (Civil)			
	LEC Engineering, Inc. (Geotechnical Investigation)			$ 32,710.00
	Ferguson Consulting, Inc. (Electrical)			$ -
	TOTAL SUBCONSULTANTS			$ 55,572.66

RS&H

SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES - AMENDMENT NO. 1

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
TRAVEL			Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
	#People	#Days	$ 625.00	$ 85.00	$ 135.00	$ 35.00		Times				
Task 1.09.01 Pre-Design Conference	0	0	$ -	$ -	$ -	$ -	$ -	0				$ -
Task 1.09.02 Site Investigation	0	2	$ -	$ 85.00	$ -	$ -	$ -	0				$ -
Task 1.09.03 Design Development / Coordination Meetings	0	0	$ -	$ -	$ -	$ -	$ -	0				$ -
Task 1.09.04a Utility Coordination Meetings (On-site)	0	2	$ -	$ 85.00	$ -	$ -	$ -	0				$ -
Task 1.09.04b Utility Coordination Meetings (Virtual)	0	0	$ -	$ -	$ -	$ -	$ -	0				$ -
Task 1.09.05 Coordination Meetings with Concurrent Airfield Projects	0	0	$ -	$ -	$ -	$ -	$ -	0				$ -
Task 1.09.06 Preliminary Design Documents Review Meeting	0	0	$ -	$ -	$ -	$ -	$ -	0				$ -
												$ -
MILEAGE	0	Miles @	$ 0.50									$ -
SUM OF ODC's												**$ 55,572.66**
Total Proposed Fee for:	**Task 1 – Preliminary Design Phase Services**											**$ 61,063.02**
Task 2 – Pre-Final Design Phase Services												
Task 2.01 Incorporate Preliminary Design Review Comments												0.0
Task 2.02 Prepare Pre-Final Design Documents												
Engineer's Report		6.0		8.0	20.0							34.0
Plans												
Cover Sheet												0.0
Index of Drawings (3 Sheets)												0.0
Abbreviations / Legend / Contact Information												0.0
Summary of Quantities (2 Sheets)												0.0
Contract Layout Plan				2.0	1.0							3.0
General Contract Notes												0.0
Safety and Security Notes												0.0
Survey Control Plan				2.0	1.0							3.0
Runway and Taxiway Alignment Plan				2.0	1.0							3.0
Geotechnical Boring Plan				2.0	1.0							3.0
Boring Logs (6 Sheets)				2.0								2.0
Construction Phasing and Safety Notes												0.0
Contractor Staging Area Plan		2.0		2.0	1.0							5.0
Contractor Access Plan		2.0		2.0	1.0							5.0
Overall Construction Phasing Sheet		2.0		2.0	1.0							5.0
Phasing Plans (8 Sheets)		6.0		16.0	8.0							30.0
Safety and Security Details												0.0
Runway Closure Details												0.0
Miscellaneous Closure Details												0.0
Temporary Electrical Details												0.0
Overall Existing Utility Plan				4.0	1.0							5.0
Existing Utility Plan (9 Sheets)		2.0		6.0	2.0							10.0
Overall Erosion Control Plan				2.0								2.0
Erosion Control Plan (9 Sheets)				4.0	2.0							6.0
Erosion Control Plan - Staging Area												0.0
Erosion Control Notes and Details												0.0
Subconsultant Coordination												0.0
Overall Demolition Plan				2.0								2.0
Demolition Plan (9 Sheets)		4.0		16.0	8.0							28.0
Existing Typical Sections (3 Sheets)		2.0		8.0	6.0							16.0
Demolition Details												0.0
Overall Runway Proposed Paving Plan				2.0								2.0
Geometry / Paving Plan (13 Sheets)		4.0		20.0	8.0							32.0
Taxiway Joint Seal and Crack Repair Plan (2 Sheets)												0.0
Geometry Plan Point Tables (4 Sheets)				4.0								4.0
Runway Typical Pavement Sections												0.0
Taxiway Typical Pavement Sections (2 Sheets)		2.0		8.0	4.0							14.0
Joint Details (2 Sheets)												0.0
Overall Runway Grading Plan				2.0								2.0

RS&H

SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES - AMENDMENT NO. 1

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
	Runway Grading Plan (9 Sheets)												0.0
	Taxiway Grading Plan (7 Sheets)		4.0		16.0	8.0							28.0
	Pavement Profiles (9 Sheets)		4.0		16.0	8.0							28.0
	Cross Sections (20 Sheets)		2.0		16.0	8.0							26.0
	Overall Spot Elevation Plan				2.0								2.0
	Spot Elevation Plan (15 Sheets)		2.0		10.0	4.0							16.0
	Grooving Plan (3 Sheets)												0.0
	Grooving Plan Details												0.0
	Overall Drainage Plan												
	Drainage Plan (9 Sheets)												
	Drainage Details												0.0
	Subconsultant Coordination												0.0
	Overall Site Restoration Plan				2.0								2.0
	Site Restoration Plan (9 Sheets)		2.0		8.0	4.0							14.0
	Site Restoration Plan - Staging Area												0.0
	Overall Pavement Marking Plan				1.0								1.0
	Pavement Marking Plan (9 Sheets)		1.0		10.0	2.0							13.0
	Pavement Marking Point Table (3 Sheets)				4.0								4.0
	Pavement Marking Details												0.0
	Electrical Plans												
	Subconsultant Coordination		4.0			8.0							12.0
	Project Manual												
	Contract Documents		2.0			8.0							10.0
	Technical Specifications		4.0			8.0							12.0
	Compilation of Referenced Documents				4.0								4.0
	Construction Safety Phasing Plan (CSPP)		4.0		4.0	8.0							16.0
	Construction Management Plan (CMP)		6.0		4.0	16.0							26.0
	EOPC				4.0	4.0							8.0
	Task 2.03 Perform In-House Quality Control Review – Pre-Final Design Documents		8.0	4.0		8.0	8.0	4.0		4.0	4.0		40.0
	Task 2.04 Submit Pre-Final Design Documents												0.0
	Task 2.05 Meetings / Presentations												
1	Task 2.05.01 Design Development / Coordination Meetings		1.0			1.0							2.0
0	Task 2.05.02 Utility Coordination Meetings		0.0			0.0							0.0
1	Task 2.05.03 Coordination Meetings with Concurrent Airfield Projects		1.0			1.0							2.0
0	Task 2.05.04 Pre-Final Design Documents Review Meeting		0.0			0.0							0.0
5	**Task 2.06 Project Management and Administration**	1.0	10.0									5.0	16.0
	TOTAL HOURS	1.0	87.0	4.0	219.0	162.0	8.0	4.0	0.0	4.0	4.0	5.0	498.0
	RATE	$ 291.30	$ 189.33	$ 304.32	$ 95.16	$ 136.32	$ 222.87	$ 199.38	$ 185.07	$ 180.90	$ 259.98	$ 82.02	
	TOTAL LABOR $	$ 291.30	$ 16,471.71	$ 1,217.28	$ 20,840.04	$ 22,083.84	$ 1,782.96	$ 797.52	$ -	$ 723.60	$ 1,039.92	$ 410.10	**$ 65,658.27**

	OTHER DIRECT NON-SALARY COSTS			
		# PLANS	#PAGES	#SETS
		@	@	5
	REPRODUCTION	$ 1.10	$ 0.15	
	Plans	200		$ 1,100.00
	Reports/Specifications		600	$ 450.00
	TOTAL REPRODUCTION			$ 1,550.00
	POSTAGE / DELIVERY	# PLANS	# SPECS	
		@	@	
		$ 15.00	$ 10.00	
	Plans			$ -
	Reports/Specifications			$ -
	TOTAL POSTAGE / DELIVERY			$ -

RS&H

SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES - AMENDMENT NO. 1

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
SUBCONSULTANTS												
Brock & Bustillos, Inc. (Topographical Survey)												$ -
Brock & Bustillos, Inc. (Civil)												
LEC Engineering, Inc. (Geotechnical Investigation)												$ -
Ferguson Consulting, Inc. (Electrical)												$ 8,250.00
TOTAL SUBCONSULTANTS												$ 8,250.00
TRAVEL			Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
	#People	#Days	$ 625.00	$ 85.00	$ 135.00	$ 35.00	$ -	Times				
Task 2.05.01 Design Development / Coordination Meetings	2	0	$ -	$ -	$ -	$ -	$ -	0				$ -
Task 2.05.02 Utility Coordination Meetings	2	0	$ -	$ -	$ -	$ -	$ -	0				$ -
Task 2.05.03 Coordination Meetings with Concurrent Airfield Projects	2	0	$ -	$ -	$ -	$ -	$ -	0				$ -
Task 2.05.04 Pre-Final Design Documents Review Meeting	2	0	$ -	$ -	$ -	$ -	$ -	0				$ -
												$ -
MILEAGE	0	Miles @	$ 0.50									$ -
SUM OF ODC's												**$ 9,800.00**
Total Proposed Fee for:	**Task 2 – Pre-Final Design Phase Services**											**$ 75,458.27**
Task 3 – Final Design Phase Services												
Task 3.01 Incorporate Pre-Final Review Comments		4.0		8.0	16.0							28.0
Task 3.02 Prepare Final Design Documents												
Engineer's Report		2.0		2.0	8.0							12.0
Plans												
Cover Sheet												0.0
Index of Drawings (3 Sheets)												0.0
Abbreviations / Legend / Contact Information												0.0
Summary of Quantities (2 Sheets)												0.0
Contract Layout Plan				2.0	1.0							3.0
General Contract Notes												0.0
Safety and Security Notes												0.0
Survey Control Plan				2.0	1.0							3.0
Runway and Taxiway Alignment Plan				2.0	1.0							3.0
Geotechnical Boring Plan				2.0	1.0							3.0
Boring Logs (6 Sheets)				2.0								2.0
Construction Phasing and Safety Notes												0.0
Contractor Staging Area Plan		2.0		2.0	1.0							5.0
Contractor Access Plan		2.0		2.0	1.0							5.0
Overall Construction Phasing Sheet		2.0		2.0	1.0							5.0
Phasing Plans (8 Sheets)		5.0		12.0	6.0							23.0
Safety and Security Details												0.0
Runway Closure Details												0.0
Miscellaneous Closure Details												0.0
Temporary Electrical Details												0.0
Overall Existing Utility Plan				3.0	1.0							4.0
Existing Utility Plan (9 Sheets)		2.0		5.0	2.0							9.0
Overall Erosion Control Plan				2.0								2.0
Erosion Control Plan (9 Sheets)				3.0	2.0							5.0
Erosion Control Plan - Staging Area												0.0
Erosion Control Notes and Details												0.0
Subconsultant Coordination												0.0
Overall Demolition Plan				2.0								2.0
Demolition Plan (9 Sheets)		3.0		12.0	6.0							21.0
Existing Typical Sections (3 Sheets)		2.0		6.0	5.0							13.0
Demolition Details												0.0
Overall Runway Proposed Paving Plan				2.0								2.0
Geometry / Paving Plan (13 Sheets)		3.0		15.0	6.0							24.0
Taxiway Joint Seal and Crack Repair Plan (2 Sheets)												0.0
Geometry Plan Point Tables (4 Sheets)				3.0								3.0
Runway Typical Pavement Sections												0.0

RS&H

SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES - AMENDMENT NO. 1

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
	Taxiway Typical Pavement Sections (2 Sheets)		2.0		6.0	3.0							11.0
	Joint Details (2 Sheets)												0.0
	Overall Runway Grading Plan				2.0								2.0
	Runway Grading Plan (9 Sheets)												0.0
	Taxiway Grading Plan (7 Sheets)		3.0		12.0	6.0							21.0
	Pavement Profiles (9 Sheets)		3.0		12.0	6.0							21.0
	Cross Sections (20 Sheets)		2.0		12.0	6.0							20.0
	Overall Spot Elevation Plan				2.0								2.0
	Spot Elevation Plan (15 Sheets)		2.0		8.0	3.0							13.0
	Overall Grooving Plan												0.0
	Grooving Plan (3 Sheets)												0.0
	Grooving Plan Details												0.0
	Overall Drainage Plan												
	Drainage Plan (9 Sheets)												
	Drainage Details												0.0
	Subconsultant Coordination												0.0
	Overall Site Restoration Plan				2.0								2.0
	Site Restoration Plan (9 Sheets)		2.0		6.0	3.0							11.0
	Site Restoration Plan - Staging Area												0.0
	Overall Pavement Marking Plan				1.0								1.0
	Pavement Marking Plan (9 Sheets)		1.0		8.0	2.0							11.0
	Pavement Marking Point Table (3 Sheets)				3.0								3.0
	Pavement Marking Details												0.0
	Electrical Plans												
	Subconsultant Coordination		3.0			6.0							9.0
	Project Manual												
	Contract Documents		2.0			6.0							8.0
	Technical Specifications		3.0			6.0							9.0
	Compilation of Referenced Documents				3.0								3.0
	Construction Safety Phasing Plan (CSPP)		3.0		3.0	6.0							12.0
	Construction Management Plan		5.0		3.0	12.0							20.0
	EOPC				3.0	3.0							6.0
	Task 3.03 Perform In-House Quality Control Review – Final Design Documents		8.0	4.0		8.0	8.0	4.0		4.0	4.0		40.0
	Task 3.04 Submit Final Design Documents												0.0
	Task 3.05 Meetings / Presentations												
0	Task 3.05.01 Design Development / Coordination Meetings		0.0			0.0							0.0
4	**Task 3.06 Project Management and Administration**	1.0	8.0									4.0	13.0
	TOTAL HOURS	1.0	74.0	4.0	177.0	135.0	8.0	4.0	0.0	4.0	4.0	4.0	415.0
	RATE	$ 291.30	$ 189.33	$ 304.32	$ 95.16	$ 136.32	$ 222.87	$ 199.38	$ 185.07	$ 180.90	$ 259.98	$ 82.02	
	TOTAL LABOR $	$ 291.30	$ 14,010.42	$ 1,217.28	$ 16,843.32	$ 18,403.20	$ 1,782.96	$ 797.52	$ -	$ 723.60	$ 1,039.92	$ 328.08	**$ 55,437.60**

OTHER DIRECT NON-SALARY COSTS				
	# PLANS	#PAGES	#SETS	
	@	@	5	
REPRODUCTION	$ 1.10	$ 0.15		
Plans	75			$ 413.00
Reports/Specifications		100		$ 75.00
TOTAL REPRODUCTION				$488
POSTAGE / DELIVERY	# PLANS	# SPECS		
	@	@		
	$ 15.00	$ 10.00		
Plans				$ -
Reports/Specifications				$ -
TOTAL POSTAGE / DELIVERY				$ -

RS&H

SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES - AMENDMENT NO. 1

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
	SUBCONSULTANTS												
	Brock & Bustillos, Inc. (Topographical Survey)												$ -
	Brock & Bustillos, Inc. (Civil)												
	LEC Engineering, Inc. (Geotechnical Investigation)												$ -
	Ferguson Consulting, Inc. (Electrical)												$ 4,050.00
	TOTAL SUBCONSULTANTS												$ 4,050.00
	TRAVEL			Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
		#People	#Days	$ 625.00	$ 85.00	$ 135.00	$ 35.00	$ -	Times				
	Task 3.05.01 Design Development / Coordination Meetings	2	0	$ -	$ -	$ -	$ -	$ -	0				$ -
													$ -
	MILEAGE	0	Miles @	$ 0.50									$ -
	SUM OF ODC's												**$ 4,538.00**
	Total Proposed Fee for:	**Task 3 – Final Design Phase Services**											**$ 59,975.60**
Task 4 – Bidding Phase Services													
	Task 4.01 Provide Bidding Assistance												0.0
	Task 4.02 Respond to Bidder / Contractor Inquiries		1.0		2.0	2.0							5.0
	Task 4.03 Issue Addenda		2.0		12.0	8.0							22.0
	Task 4.04 Evaluate Bids												0.0
	Task 4.05 Meetings / Presentations												
0	Task 4.05.01 Pre-bid Conference					0.0							0.0
5	**Task 4.06 Project Management and Administration**												0.0
	TOTAL HOURS	0.0	3.0	0.0	14.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	27.0
	RATE	$ 291.30	$ 189.33	$ 304.32	$ 95.16	$ 136.32	$ 222.87	$ 199.38	$ 185.07	$ 180.90	$ 259.98	$ 82.02	
	TOTAL LABOR $	$ -	$ 567.99	$ -	$ 1,332.24	$ 1,363.20	$ -	$ -	$ -	$ -	$ -	$ -	**$ 3,263.43**
	OTHER DIRECT NON-SALARY COSTS												
		# PLANS	#PAGES	#SETS									
		@	@	0									
	REPRODUCTION	$ 1.10	$ 0.15										
	Plans	75											$ -
	Reports/Specifications		100										$ -
	TOTAL REPRODUCTION												$ -
	POSTAGE / DELIVERY	# PLANS	# SPECS										
		@	@										
		$ 15.00	$ 10.00										
	Plans	0											$ -
	Reports/Specifications		0										$ -
	TOTAL POSTAGE / DELIVERY												$ -
	SUBCONSULTANTS												
	Brock & Bustillos, Inc. (Topographical Survey)												$ -
	Brock & Bustillos, Inc. (Civil)												
	LEC Engineering, Inc. (Geotechnical Investigation)												$ -
	Ferguson Consulting, Inc. (Electrical)												$ 600.00
	TOTAL SUBCONSULTANTS												$ 600.00

RS&H

SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES - AMENDMENT NO. 1

	SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
	TRAVEL			Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
		#People	#Days	$ 625.00	$ 85.00	$ 135.00	$ 35.00	$ -	Times				
	Task 4.05.01 Pre-bid Conference	1	1	$ -	$ -	$ -	$ 35.00	$ -	0				$ -
													$ -
	MILEAGE	0	Miles @	$ 0.50									$ -
	SUM OF ODC's												**$ 600.00**
	Total Proposed Fee for:	**Task 4 – Bidding Phase Services**											**$ 3,863.43**
Task 5 – Construction Phase Services													
	Task 5.01 Prepare Conformed Construction Documents				8.0	4.0							12.0
	Task 5.02 Review Contractor Submittals, Shop Drawings, and Samples		4.0		20.0	12.0					2.0	8.0	46.0
	Task 5.03 Provide Clarifications and Interpretations		4.0		24.0	16.0							44.0
	Task 5.04 Prepare Change Orders and Work Change Directives		6.0		24.0	16.0			2.0				48.0
	Task 5.05 Review Independent Testing Laboratory Reports		6.0			24.0							30.0
	Task 5.06 Meetings / Presentations												
0	Task 5.08.01 Pre-Construction Conference												0.0
5	Task 5.08.02 Weekly Construction Progress Meetings		2.5			5.0							7.5
2	Task 5.08.03 Periodic Site Visits		8.0			16.0							24.0
0	Task 5.08.04 Substantial Completion Inspection												0.0
0	Task 5.08.05 Final Inspection												0.0
5	**Task 5.07 General Administration of the Construction Contract**	1.0	10.0									5.0	16.0
	TOTAL HOURS	1.0	40.5	0.0	76.0	93.0	0.0	0.0	2.0	0.0	2.0	13.0	227.5
	RATE	$ 309.04	$ 200.86	$ 322.85	$ 105.60	$ 144.62	$ 236.44	$ 211.52	$ 196.34	$ 177.44	$ 275.81	$ 87.02	
	TOTAL LABOR $	$ 309.04	$ 8,134.83	$ -	$ 8,025.60	$ 13,449.66	$ -	$ -	$ 392.68	$ -	$ 551.62	$ 1,131.26	**$ 31,994.69**
	OTHER DIRECT NON-SALARY COSTS												
		# PLANS	#PAGES	#SETS									
		@	@	0									
	REPRODUCTION	$ 1.10	$ 0.15										
	Plans	231											$ -
	Reports/Specifications		700										$ -
	TOTAL REPRODUCTION												$ -
	POSTAGE / DELIVERY	# PLANS	# SPECS										
		@	@										
		$ 15.00	$ 10.00										
	Plans	0											$ -
	Reports/Specifications		0										$ -
	TOTAL POSTAGE / DELIVERY												$ -
	SUBCONSULTANTS												
	Brock & Bustillos, Inc. (As-built Survey)												$ -
	Brock & Bustillos, Inc. (Civil)												
	LEC Engineering, Inc. (Geotechnical Investigation)												$ -
	Ferguson Consulting, Inc. (Electrical)												$ 2,100.00
	TOTAL SUBCONSULTANTS												$ 2,100.00

RS&H

SUMMARY OF PROFESSIONAL FEES

El Paso International Airport

Runway 8R-26L Rehabilitation

DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES - AMENDMENT NO. 1

SCOPE / TASK TITLE	PROJECT OFFICER	PROJECT MANAGER	PROGRAM MANAGER	ENGINEER II	ENGINEER III	ENGINEER IV	PLANNER IV	STRUCTURAL ENGINEER IV	DRAINAGE ENGINEER III	ELECTRICAL ENGINEER V	ADMIN III	TOTAL
TRAVEL			Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
	#People	#Days	$ 625.00	$ 85.00	$ 135.00	$ 35.00	$ -	Times				
Task 5.08.01 Pre-Construction Conference	0	1	$ -	$ -	$ -	$ -	$ -	0				$ -
Task 5.08.02 Weekly Construction Progress Meetings	2	1	$ 1,250.00	$ -	$ -	$ 70.00	$ -	5				$ 6,600.00
Task 5.08.03 Periodic Site Visits	1.5	2	$ 937.50	$ 85.00	$ 202.50	$ 105.00	$ -	2				$ 2,660.00
Task 5.08.04 Substantial Completion Inspection	0	2	$ -	$ 85.00	$ -	$ -	$ -	0				$ -
Task 5.08.05 Final Inspection	0	2	$ -	$ 85.00	$ -	$ -	$ -	0				$ -
												$ 9,260.00
MILEAGE	390	Miles @	$ 0.50									$ 195.00
SUM OF ODC's												**$ 11,555.00**
Total Proposed Fee for:	**Task 5 – Construction Phase Services**											**$ 43,549.69**
Task 6 – Closeout Phase Services												
Task 6.01 Prepare Closeout Documents				12.0	8.0							20.0
Task 6.02 Meetings / Presentations												
0 Warranty Inspection					0.0							0.0
Task 6.03 Coordinate Contractor As-Built Survey and AGIS Upload		1.0		12.0	8.0							21.0
TOTAL HOURS	0.0	1.0	0.0	24.0	16.0	0.0	0.0	0.0	0.0	0.0	0.0	41.0
RATE	$ 309.04	$ 200.86	$ 322.85	$ 105.60	$ 144.62	$ 236.44	$ 211.52	$ 196.34	$ 177.44	$ 275.81	$ 87.02	
TOTAL LABOR $	$ -	$ 200.86	$ -	$ 2,534.40	$ 2,313.92	$ -	$ -	$ -	$ -	$ -	$ -	**$ 5,049.18**
OTHER DIRECT NON-SALARY COSTS												
	# PLANS	#PAGES	#SETS									
	@	@	0									
REPRODUCTION	$ 1.10	$ 0.15										
Plans	231											$ -
Reports/Specifications		700										$ -
TOTAL REPRODUCTION												$ -
POSTAGE / DELIVERY	# PLANS	# SPECS										
	@	@										
	$ 15.00	$ 10.00										
Plans	0											$ -
Reports/Specifications		0										$ -
TOTAL POSTAGE / DELIVERY												$ -
SUBCONSULTANTS												
Brock & Bustillos, Inc. (Civil)												$ -
LEC Engineering, Inc. (Geotechnical Investigation)												$ -
Ferguson Consulting, Inc. (Electrical)												$ 1,500.00
TOTAL SUBCONSULTANTS												$ 1,500.00
TRAVEL			Flight @	Car @	Lodging @	Per Diem @	Tolls @	No. of				
	#People	#Days	$ 625.00	$ 85.00	$ 135.00	$ 35.00	$ -	Times				
Warranty Inspection	1	2	$ -	$ 85.00	$ -	$ 70.00	$ -	0				$ -
												$ -
MILEAGE	0	Miles @	$ 0.50									$ -
SUM OF ODC's												**$ 1,500.00**
Total Proposed Fee for:	**Task 6 – Closeout Phase Services**											**$ 6,549.18**
Total Proposed Fee for all Services:												**$ 250,459.19**

EL PASO INTERNATIONAL AIRPORT
Runway 8R-26L Rehabilitation
Project Team Hourly Rate Schedule
January 1st, 2021 through December 31, 2022

RS&H

CONFIDENTIAL

Labor Category	Hourly Rate
MANAGEMENT	
Project Officer	$309.04
Program Manager	$322.85
Project Manager	$200.86
CIVIL ENGINEER / AVIATION	
Engineer I	$97.93
Engineer II	$105.60
Engineer III	$144.62
Engineer IV	$236.44
Engineer V	$254.43
ELECTRICAL ENGINEER / AVIATION	
Engineer II	$119.64
Engineer IV	$210.22
Engineer V	$275.81
STRUCTURAL ENGINEER	
Engineer II	$120.91
Engineer III	$169.13
Engineer IV	$196.34
Engineer V	$246.34
PLANNER / AVIATION	
Aviation Planner I	$98.70
Aviation Planner II	$112.64
Aviation Planner III	$144.14
Aviation Planner IV	$211.52
Aviation Planner V	$309.04
ENVIRONMENTAL / DRAINAGE ENGINEER	
Environmental / Drainage Engineer I	$102.16
Environmental / Drainage Engineer II	$128.93
Environmental / Drainage Engineer III	$177.44
Environmental / Drainage Engineer IV	$191.92
GENERAL, SPECIALTY, & SUPPORT	
Administration II	$75.11
Administration III	$87.02
Technical (CADD/GIS) Designer I	$97.93
Technical (CADD/GIS) Designer II	$105.60
Technical (CADD/GIS) Designer III	$140.80
GIS Manager	$168.36
CONSTRUCTION MANAGEMENT	
Field Representative III	$143.22
Field Representative IV	$202.77
Field Representative V	$202.90

1. The schedule of hourly rates above is only included for Construction Administration and Closeour services and is not applicable to design and bidding services (completed as lump sum).

2. The schedule of hourly rates above is only effective for the date range shown. If work is required outside the date range shown, rates are subject to negotiation with the Client.

3. Reimbursement for expenses will be at the cost of the item expenses. Reimbursement for mileage will be at a rate of $0.50 / mile.

EPIA Runway 8R-26L Rehabilitation

Professional Services Contract Amendment

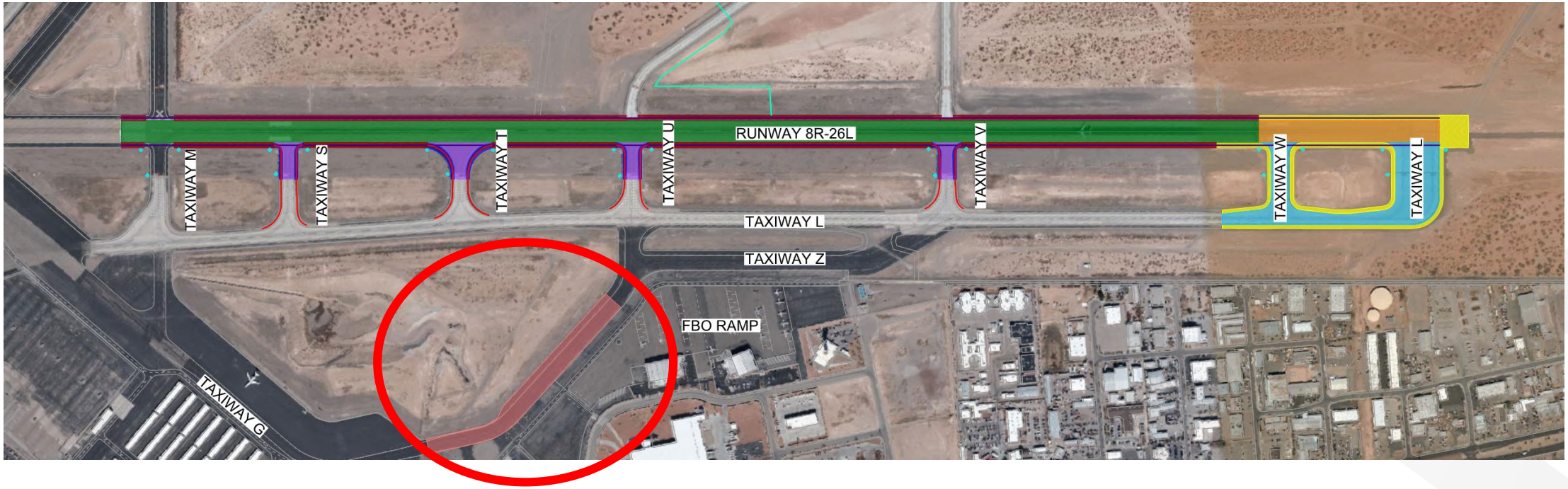
February 01, 2022

Request for Action

- Award of the first amendment to the agreement for professional service to RS&H, Inc.

- Original contract amount: $670,015.21
- Net increase: $250,459.19
- Total contract amendment: $920,474.40

Project Scope



Additional services include design of full depth reconstruction of Taxiway U to include the conversion of existing incandescent lights to LED.

Previous Council Actions

- March 2, 2021 Award of Agreement of Professional Services to RS&H Inc. in the amount of $670,015.21

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

File #: 22-100, **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 Humberto Talamantes, (915) 212-4309

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager or designee to submit a grant application number 2950608 for the City of El Paso Police Department project identified as the "Homeland Security Program FY 2022- LETPA Project " through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of the grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting $126,000.00, no cash match required. Grant period will be from September 1, 2022 - August 31, 2023.

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

DEPARTMENT: Police

AGENDA DATE: February 1, 2022

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Chief Gregory Allen (915)212-4302
Assistant Chief Humberto Talamantes, 212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

A resolution authorizing the City Manager or designee to submit a grant application number 2950608 for the City of El Paso Police Department project identified as the "Homeland Security Program FY 2022- LETPA Project " through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of the grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting $126,000.00, no cash match required. Grant period will be from September 1, 2022 – August 31, 2023.

BACKGROUND / DISCUSSION:

The State Homeland Security Grant Program (SHGP) Law Enforcement Terrorism Prevention Activities (LETPA) assists local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose a risk to security in the El Paso community and Rio Grande Council of Government area.

PRIOR COUNCIL ACTION:

The application for Law Enforcement Terrorism Prevention Activities FY 21 was approved by city council February 2, 2021. Grant application for FY2020 grant was approved by city council February 18, 2020. Grant application for FY2019 was approved on February 26, 2019 for the amount of $576,788.00. Grant application for FY2018 was approved on February 20, 2018 for $62,550.19. Grant application for FY2017 was approved on March 31, 2017 for $574,950.00.

AMOUNT AND SOURCE OF FUNDING:

N/A

Gregory A Allen

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

RESOLUTION

WHEREAS, the City of El Paso (the "City") is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas ("HSGD"); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 2950608 for the El Paso Police Department project identified as "State Homeland Security Program, FY2022" Law Enforcement Terrorism Prevention Activities ("LETPA") Project and

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

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

1. **THAT,** the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division , grant application number 2950608, for the City of El Paso Police Department project identified as "Homeland Security Program FY 2022- LETPA Project " to provide financial assistance to the City of El Paso.

2. **THAT,** the City of El Paso shall provide all matching funds for said grant if applicable.

3. **THAT,** the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.

4. **THAT,** the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.

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

ADOPTED this ___day of _ 2022

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

A/C K. Larue

For Gregory K. Allen
Chief of Police

Print This Page

Agency Name: El Paso, City of
Grant/App: 2950608 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: Sustainment of Specialized Teams
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:
Created on:12/13/2021 5:08:12 PM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Sustainment of Specialized Teams
Division or Unit to Administer the Project: El Paso Police Department HLS
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 9/1/2022
End Date: 8/31/2023

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,El Paso,Hudspeth,Jeff Davis,Presidio

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Eduardo Lopez
Email: 1890@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4150 Other Phone: 915-212-4151
Fax: 915-212-0275
Title: Mr.
Salutation: Officer
Position: Police Officer

Grant Writer
Name: Jessica Vargas
Email: C1692@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4277 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Senior Grant Planner

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499009
Data Universal Numbering System (DUNS): 058873019

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas
The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review
Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)
The state is responsible for ensuring that at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Information Bulletin (IB) 412 which discusses eligible activities outlined in:

a. The National Prevention Framework;
b. The National Protection Framework where capabilities are shared with the prevention mission area;
c. Section 2006 of the Homeland Security Act of 2002, as amended; and
d. The FY 2007 Homeland Security Grant Program Guidance and Application Kit.

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
X I certify to all of the application content and requirements.

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
Funding for this project will provide and sustain critical safety gear and specialized equipment to enhance the protection of the El Paso Police Departments' Special Operations Group in the form of: one enclosed utility trailer, 2 tactical ballistic vests, 80 Ballistic Armor Plates (front and back- 40 pairs), 40 load bearing armor plate carriers, 1 EOD Bomb ensemble, 1 EOD Bomb Helmet, and 1 drone kit to include multiple drone accessories. The Special Operations Group will use the equipment to safely and efficiently mitigate threats, for acts of terrorism, and natural disasters in the region.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
The City of El Paso and its international geographical location increases the region for potential terrorist activity. Its population, close proximity to the international border, the major military installation, high volume of international trade, and the remote location make for a high volume coordinated targeting from foreign and domestic terrorism. These type of terrorist threats have transpired in recent events; El Paso, Texas, Las Vegas, Nevada, Dayton. Ohio, Odessa, Texas, continue to represent a real threat to the region (2021 THIRA pg. 9 Active Shooter incident, Pg. 10 & 11 Chemical attack incident and radiological incident).

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.
The El Paso Police Department currently has 121 officers assigned to the Special Operations Teams. SWAT consist of 40 officers, Crisis Negotiation team has 22 officers, Combined Search and Rescue consist of 12 officers, K-9 has 10 full time officers, Dignitary Protection team has 21 officers, Bomb Squad has 14 officers and 2 Tactical Flight Officers (TFO's). All special operations teams can operate separately or in conjunction with one another depending on the incident. Some teams such as the SWAT Team, BOMB Squad and Combined Search and Rescue Team have the capability to operate two separate incidents at the same time. All special operations teams have basic personal protection equipment (PPE) and specialized equipment to mitigate, disrupt, and/or interdict an incident of terrorism or natural disaster. Special operation teams are also available to respond and assist within the Rio Grande Council of Governments (RGCOG) region in mitigating an incident of terrorism and/or natural disaster.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
The capability gaps addressed by this project are under the Interdiction and Disruption core capability (page 18, 19 and 20 of the 2021 SPR). Page 20 of the 2021 SPR identifies capability gaps in the POETE under Organization-Need to increase staffing to reach allocated 60 personnel on SWAT Unit. Page 20 of the 2021 SPR also identifies a capability gap in the POETE under Equipment – Need for tactical Equipment, Need for expired, outdated, and/or obsolete equipment to be upgraded, and need for drones throughout the region to increase capability. Need for drones is also identified on Page 58 of the 2021 SPR under capability gaps in the POETE under equipment. Interdiction and Disruption was rated second and On-Scene Security, Protection and Law Enforcement was rated third on the top 3 core capabilities to sustain in 2021 and The equipment requested will allow the special operation group to maintain and expand its level of response locally and in the region.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
The proposed project will reduce the capability gaps by increasing officer safety for the special operations group. It will increase Personal Protection Equipment (PPE) and specialized equipment for the officers to mitigate and tactically improve responses to the critical incidents related to active shooter, coordinated terrorist attacks and natural disasters.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
4.1.1 Strengthen the state's regionally focused, multi-discipline, all hazards response system that ensures each region statewide has access to the necessary response teams and resources, to include enhancement of resource request and mutual aid processes.

Target Group :
Identify the target group and population expected to benefit from this project.
The 121 members from the El Paso Police Departments Special Operations Group (SWAT, Bomb Squad, CMT, COMSAR, Dig-Pro and K-9 units) will be the direct beneficiaries. The listed equipment will enhance the special operations group's ability to respond, mitigate, and protect the residents of the city and region from potential terrorism from active shooter, coordinated terrorist attack, and natural disasters.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
The El Paso Police Department will seek to sustain the capabilities alternate funding in an effort to safely and efficiently maintain a regional response level.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	Purchase Personal Protection Equipment (PPE), and disruption/mitigation equipment.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of First Responder or EMC personnel provided with new or updated equipment.	66
Number of individuals participating in exercises.	0
Number of people trained.	0
Number of Special Response Teams created, maintained or enhanced.	3
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
9/1/2022
Enter the End Date [mm/dd/yyyy]:
8/31/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
117426663
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
3787766

Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/30/2020

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.
In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: ''Total compensation'' means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).
Position 1 - Name:
Position 1 - Total Compensation ($):
0
Position 2 - Name:
Position 2 - Total Compensation ($):
0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0
Position 5 - Name:
Position 5 - Total Compensation ($):
0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: Interdiction and Disruption

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

_X_Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Research equipment and vendors; **Completion Date:** 12-31-2022
Milestone: Submit approved purchase order to vendor upon completion of City purchasing process; **Completion Date:** 03-31-2023
Milestone: Verify equipment and invoices for grant funding; **Completion Date:** 08-31-2023

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: Special Operations Teams (Bomb, SWAT, COMSAR)

Enter the ID of the typed resources from the Resource Type Library Tool: 6-508-1176,8-508-1160, 6-508-1245,

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	02PE-01-BSUT Suit,	One EOD Bomb	$26,000.00	$0.00	$0.00	$0.00	$26,000.00	1

	Improvised Explosive Device/Explosive Ordnance Disposal (IED/EOD) Protective Ensemble	Ensemble for Bomb Squad at approximately $26,000.00 each (1 x$26,000.00 each for approximate total of$26,000.00).						
Equipment	03OE-07-SUAS System, Small Unmanned Aircraft	One drone kit to include multiple drones and accessories for SWAT Team at approximately $10,000.00 each (1 x$10,000.00 each for approximate total of$10,000.00).	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	1
Supplies and Direct Operating Expenses	01LE-01-ARMR Armor, Body	2 Tactical ballistic vests to include two ballistic plates each for the Bomb Squad at approximately $5,500.00 each (2 x$5,500.00 each for approximate total of$11,000.00). 80 ballistic armor plates (front and back-40 pair) for SWAT Team at approximately $400.00 each (80 x$400.00 each for approximate total of$32,000.00). Grand total of both body armor sets is approximately $43,000.00.	$43,000.00	$0.00	$0.00	$0.00	$43,000.00	0
Supplies and Direct Operating Expenses	02PE-02-HLMT Equipment, Head and Face Protection, IED/EOD	One EOD Bomb Helmet for Bomb Squad at approximately $12,000.00 each (1 x$12,000.00 each for approximate total of$12,000.00).	$12,000.00	$0.00	$0.00	$0.00	$12,000.00	0

Supplies and Direct Operating Expenses	03OE-01-VSTO Vests, Operational	40 load bearing armor plate carriers for SWAT Team at approximately $500.00 each (40 x $500.00 each for approximate total of$20,000.00).	$20,000.00	$0.00	$0.00	$0.00	$20,000.00	0
Supplies and Direct Operating Expenses	12TR-00-TEQP - Trailer, Equipment	One enclosed utility trailer for Search and Rescue Team to transport equipment (6 seat UTV and various equipment) to an incident or training with an approximate cost of $15,000.00 each for a grand total of approximately $15,000.00.	$15,000.00	$0.00	$0.00	$0.00	$15,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	$36,000.00	$0.00	$0.00	$0.00	$36,000.00
Supplies and Direct Operating Expenses	$90,000.00	$0.00	$0.00	$0.00	$90,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$126,000.00	$0.00	$0.00	$0.00	$126,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JYVargas

File #: 22-102, **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 Humberto Talamantes, (915) 212-4309

AGENDA LANGUAGE:

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

That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 4432401, for the City of El Paso Police Department project identified as "Homeland Security Program FY 2023- Sustainment of First Responders" to provide financial assistance to the City of El Paso. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant. Requesting $100,000.00, no cash match required. Grant period will be from September 1, 2022 - August 31, 2023.

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

DEPARTMENT: Police

AGENDA DATE: February 1, 2022

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Chief Gregory Allen (915)212-4302
Assistant Chief Humberto Talamantes, 212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

A resolution authorizing the City Manager or designee to submit a grant application number 2950608 for the City of El Paso Police Department project identified as the "Homeland Security Program FY 2022- LETPA Project " through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of the grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting $126,000.00, no cash match required. Grant period will be from September 1, 2022 – August 31, 2023.

BACKGROUND / DISCUSSION:

The State Homeland Security Grant Program (SHGP) Law Enforcement Terrorism Prevention Activities (LETPA) assists local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose a risk to security in the El Paso community and Rio Grande Council of Government area.

PRIOR COUNCIL ACTION:

The application for Law Enforcement Terrorism Prevention Activities FY 21 was approved by city council February 2, 2021. Grant application for FY2020 grant was approved by city council February 18, 2020. Grant application for FY2019 was approved on February 26, 2019 for the amount of $576,788.00. Grant application for FY2018 was approved on February 20, 2018 for $62,550.19. Grant application for FY2017 was approved on March 31, 2017 for $574,950.00.

AMOUNT AND SOURCE OF FUNDING:

N/A

Gregory A Allen

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

RESOLUTION

WHEREAS, the City of El Paso (the "City") is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas ("HSGD"); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 2950608 for the El Paso Police Department project identified as "State Homeland Security Program, FY2022" Law Enforcement Terrorism Prevention Activities ("LETPA") Project and

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

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

1. **THAT,** the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division , grant application number 2950608, for the City of El Paso Police Department project identified as "Homeland Security Program FY 2022- LETPA Project " to provide financial assistance to the City of El Paso.

2. **THAT,** the City of El Paso shall provide all matching funds for said grant if applicable.

3. **THAT,** the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.

4. **THAT,** the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.

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

ADOPTED this ___day of _ 2022

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

A/C K. Larue

For Gregory K. Allen
Chief of Police

Print This Page

Agency Name: El Paso, City Of
Grant/App: 4432401 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: SHSP Sustainment of First Responders
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:
Created on:1/6/2022 11:41:15 AM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City Of
Project Title: SHSP Sustainment of First Responders
Division or Unit to Administer the Project: Special Investigations Unit
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 9/1/2022
End Date: 8/31/2023

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Oscar Giron
Email: 2075@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:

City: El Paso, Texas 79903
Phone: 915-212-4153 Other Phone: 915-212-4151
Fax:
Title: Mr.
Salutation: Officer
Position: Police Officer

Grant Writer
Name: Jessica Vargas
Email: C1692@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4277 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Senior Grant Planner

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014
Data Universal Numbering System (DUNS): 058873019

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.
National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. **All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.**
2. **Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.**
3. **Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.**

Mission Areas
The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.**
- **Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.**
- **Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.**
- **Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.**
- **Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.**

Nationwide Cyber Security Review
Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
This project will enhance first responder preparedness and response by providing life saving equipment necessary when responding to acts of terrorism, natural disasters, and other calls for service. This project will supply life saving AEDs for first responders to deploy while responding to major incidents and emergencies.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
This project will improve Law Enforcement response to mass casualty and terrorism related incidents identified in the regional THIRA. The THIRA identifies threats to include active shooter attacks as well as the intentional, accidental, and technological release of hazardous chemicals in the region (THIRA PG 7,9,10&11). El Paso County with an estimated population of 840,000, its proximity to Mexico, and it serving as the headquarters for Fort Bliss, make El Paso a prime target for terrorism and similar types of attacks. El Paso also consists of numerous Critical Infrastructure facilities, assets, and networks. These include but are not limited to commercial facilities, communications structures, International dams, emergency services, and transportation services. All of the listed infrastructure sectors are potential targets for terrorism to include threats of active shooter attacks, hazardous chemical releases and natural disasters which would require a major response from El Paso Police personnel both locally and regionally.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.
The El Paso Police Department currently provides training on the use of first aid equipment including the use of automated external defibrillators (AEDs) through the Academy in the Tactical Emergency Casualty Care program.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
Although El Paso Police personnel have been provided training in Tactical Emergency Casualty Care, the El Paso Police Department does not issue and does not have automated external defibrillators (AEDs) to deploy at mass casualty incidents such as active shooters events and natural disasters. The capability gap addressed by this project is "interdiction, disruption and response" on pages 13-14 of the 2020 SPR.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
This project will reduce gaps in preparedness and response by providing first responders with lifesaving equipment. Law enforcement officers deploying with this equipment will have an opportunity to provide lifesaving measures to victims of terror attacks and mass casualty incidents. Additionally, police personnel can deploy to these types of incidents with all of the equipment necessary to assist the public, potentially saving lives.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
4.2.3 Ensure sustainment of response teams across Texas, to include personnel replacement, training to maintain proficiency, and replacement of equipment as needed.

Target Group :

Identify the target group and population expected to benefit from this project.
This project will target all members of the El Paso Police Department and will benefit the entire community and regional partners.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
With this funding, The El Paso Police Department will be able to maintain a more efficient and effective regional response level. With funding, the El Paso Police Department will continue to improve response capabilities and quality of service to the citizens of El Paso and RGCOG area of responsibility. Without this funding, the capabilities of the El Paso Police Department are diminished. Other funding including confiscated and general funds would need to be explored to maintain the current capability levels of the department. Federal and State grants enable the department to maintain its current level of response.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".
Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	This project will provide El Paso Police personnel and first responders with equipment for use in responding to acts of terrorism and natural disasters. This project is for the purchase of AEDs to be deployed regionally.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of First Responder or EMC personnel provided with new or updated equipment.	55
Number of individuals participating in exercises.	0
Number of people trained.	0
Number of Special Response Teams created, maintained or enhanced.	0
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. **Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;**
2. **A commitment to provide all applicable matching funds;**
3. **A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and**
4. **A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.**

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the Upload.Files tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
_ Yes
X No

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either No or N/A above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
9/1/2022
Enter the End Date [mm/dd/yyyy]:
8/31/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
117426663
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
3787766

Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected Yes above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/30/2020

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- **Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;**
- **Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or**
- **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.**

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers YES to the FIRST statement but NO to the SECOND statement listed below.
In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered YES to the FIRST statement and NO to the SECOND statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: ''Total compensation'' means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).
Position 1 - Name:
Position 1 - Total Compensation ($):
0
Position 2 - Name:
Position 2 - Total Compensation ($):
0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0

Position 5 - Name:
Position 5 - Total Compensation ($):
0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: Interdiction and Disruption

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

_X_Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Research equipment and vendors.; Completion Date: 12-30-2022
Milestone: Receive quotes and prepare purchase packets according city purchasing process; Completion Date: 02-28-2023
Milestone: Submit packets with approved purchase orders upon completion of city purchasing process.; Completion Date: 05-31-2023
Milestone: Receive and deploy equipment.; Completion Date: 08-31-2023

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

***** FOR PROFIT CORPORATIONS ONLY *****

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	09ME-03-DEAE Defibrillator,	The El Paso Police Department is	$100,000.00	$0.00	$0.00	$0.00	$100,000.00	55

	Automated External	requesting the purchase of 55 automated external defibrillator (AED) to be deployed regionally. The estimated cost of this project is $100,000.00.						

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	$100,000.00	$0.00	$0.00	$0.00	$100,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$100,000.00	$0.00	$0.00	$0.00	$100,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as User Name: JYVargas

File #: 22-103, **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,Terrell Manson, (915) 212-0284

AGENDA LANGUAGE:

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

That the El Paso City Council authorizes the submission of grant application to the Office of the Governor of the State of Texas, Criminal Justice Department, grant application number 4448701, for the City of El Paso Police Department project identified as "Justice Assistance Grant FY23" to provide financial assistance to the City of El Paso. Requesting $248,479.87, no cash match required. Grant period will be from October 1, 2022 - September 30, 2023. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant.

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

DEPARTMENT: Police

AGENDA DATE: February 1, 2022

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Chief Gregory Allen (915)212- 4302
Terry Manson, (915)212-0284

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

That the El Paso City Council authorizes the submission of grant application to the Office of the Governor of the State of Texas, Criminal Justice Department, grant application number 4448701,for the City of El Paso Police Department project identified as "Justice Assistance Grant FY23" to provide financial assistance to the City of El Paso. Requesting $248,479.87, no cash match required. Grant period will be from October 1, 2022 – September 30, 2023.

BACKGROUND / DISCUSSION:
The Criminal Justice Grant Program will be utilized to convert Microfiche file to digital format and purchase 18 foot Mobile Response Trailer.

PRIOR COUNCIL ACTION:
The FY2021 JAG grant application was approved by city council February 2, 2021. FY2020 JAG grant application was approved by city council on February 18, 2020. FY2019 JAG grant application was approved by city council on February 20, 2018.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD: A/C Victor Zarur for Chief Allen

RESOLUTION

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

WHEREAS, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 4448701 for the El Paso Police Department project identified as "Justice Assistance Grant FY2023"; and

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

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

1. **THAT,** the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4448701, for the City of El Paso Police Department project identified as "Justice Assistance Grant Program, FY 2023" to provide financial assistance to the City of El Paso.

2. **THAT,** the City of El Paso shall provide all applicable matching funds for said grant if applicable;

3. **THAT,** the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and

4. **THAT,** the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.

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

APPROVED this ___day of _____ 2022

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
For Gregory K. Allen
Chief of Police

Print This Page

Agency Name: El Paso, City of
Grant/App: 4448701 **Start Date:** 10/1/2022 **End Date:** 9/30/2023

Project Title: Justice Assistance Grant
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:
Created on:1/12/2022 2:20:05 PM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Justice Assistance Grant
Division or Unit to Administer the Project: El Paso Police Department
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 10/1/2022
End Date: 9/30/2023

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Vennis Manson
Email: C812@elpasotexas.gov
Address 1: 911 N. Raynor St.
Address 1:

City: El Paso, Texas 79903
Phone: 915-212-4199 Other Phone: 915-630-4634
Fax: 915-212-0284
Title: Mr.
Salutation: Mr.
Position: Records Division Manager

Grant Writer
Name: Jessica Vargas
Email: C1692@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4277 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Senior Grant Planner

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499009
Data Universal Numbering System (DUNS): 058873019

Narrative Information

Introduction

The purpose of this funding is to support projects that promote public safety, reduce crime, and improve the criminal justice system.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems
Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Bulletproof Vests
Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy and that all vests purchased have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. Additionally, vests purchased must be American-made.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must

be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

DNA Testing of Evidentiary Materials
When funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS) by a government DNA lab with access to CODIS.

Interoperable Communications
Funds to support emergency communications activities must ensure compliance with the FY 2018 SAFECOM Guidance on Emergency Communications Grants; adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band; and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) for Texas.

Twelve-Step Programs
Grant funds may not be used to support or directly fund programs such as the Twelve Step Program which courts have ruled are inherently religious. PSO grant funds cannot be used to support these programs, conduct meetings, or purchase related materials.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

> Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.
>
> Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

National Instant Background Check System (NICS)
Entities receiving funds under this solicitation that are to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations must have a system in place to ensure that all such NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Body-Worn Cameras (BWCs)

Applicant assures that if it plans to purchase body-worn cameras with grant funds, that it has adopted adequate policies and procedures related to BWC equipment usage, data storage and access, privacy considerations and training. The certification form related to BWC policies and procedures can be found here.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:
Claudia Lujan
Enter the Address for the Civil Rights Liaison:
300 N. Campbell El Paso, TX 79901
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
915-212-1241

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The El Paso Police Department (EPPD) is the largest law enforcement entity in the County of El Paso and serves an estimated 680,000 residents and its visitors. The EPPD is comprised of a Headquarters and six (6) Regional Command Centers. The mission of EPPD is to provide exceptional police services. In order to provide exceptional service EPPD must be ready in all aspects relating to EPPD activities. The Records Division provides one of these activities. In preparation of new technology, the EPPD Records Division needs to scan and convert existing microfiche files to electronic format for storage in modern automated data systems. Another resource needed by the department is Mobile Field Force Team equipment during incidents of civil unrest. The responsibilities of Mobile Field Force Team (MFF) requires the team to have a Mobile Response Trailer in operational readiness status, at all times. The funding provided will allow EPPD to be able to maintain exceptional service.

Problem Statement :

The EPPD Records Division currently holds case and incident files created in certain prior years in microfiche card medium. These files are retrieved from storage medium and provided to internal and or external investigators, including local prosecutors, courts, and public requestors. Retrievals contribute to governmental actions such as Public Information requests, follow up investigations, background investigations, expunctions and court sealings, subpoenas and other requests. Specialized equipment, along with some manual procedures are used in the storage, retrieval, reproduction, and re-filing of the case information. This project serves to digitize the stored microfiche documents and recreate them in electronic format for handling with modern automated computer data

systems. Digitized files require less physical storage space, allow more efficient searching and retrieval, and promote fewer human errors in handling, reproducing the files. Recent MFF deployments determined that the current Mobile Response Trailer (MRT) is insufficient to store all MFF equipment and other necessities in operational readiness mode in an organized manner. Therefore, an 18-foot MRT (with side door) is needed to replace the current MRT. An 18-foot MRT will allow for MFF equipment to be stored in an organized manner and will also allow for MFF equipment to be transported to strategic staging areas involving incidents of civil unrest. The benefit of an 18-foot MRT will allow for a better-controlled distribution of equipment to MFF teams and the return and inventory of MFF equipment at the conclusion of civil unrest incidents.

Supporting Data :

Currently an estimated 539,265 files consisting of 3.7 million images are stored on microfiche cards. This project will begin to convert 25% of the microfiche images in the old case file data set, and increase the number of conversions in increments until the funding limit is reached. Civil unrest are dynamic, chaotic, and extremely dangerous to involved protestors, uninvolved members of the community, personal and public property, and to the first responders who are tasked with keeping and maintaining public order. Therefore successful MFF deployments to address incidents of civil unrest is of the utmost importance. Locally, the City of El Paso experienced several incidents where MFF operational plans were developed in anticipation of civil unrest. Incident dates consists of the following: • President Trump Rally (February 11, 2019) • President Trump Visit After August 3rd Walmart Shooting (August 7, 2019) • Protests following death of George Floyd (May 31, June 3rd, June 10th June 11th, June 12th, and June 13th, 2020) • Juneteenth, "A Peaceful Protest in Solidarity for Breonna Taylor" (June 19, 2020) As a result of these MFF deployments, Mission Valley Regional Command MFF supervisors and team members encountered challenges as the current 12 foot MRT became cluttered when fully stocked with MFF equipment and other necessities.

Project Approach & Activities:

The Microfiche cards containing old case files will be inventoried, then transported to the conversion site operated by the vendor. All images on each fiche card will be scanned into digital format and stored on a designated hard drive. The images will then be uploaded into the Application Extender storage application on a City Server. The approach and activities of this project is to replace the Mobile Response Trailer consisting of 12x6 feet with a new MRT consisting of 18 feet with side doors. Once acquired, the MRT will be outfitted to ensure that MFF equipment is stored in a highly organized manner. The newly acquired MRT will be used to deploy MFF equipment and other necessities to MFF teams to incidents or potential incidents of civil unrest within the City of El Paso.

Capacity & Capabilities:
The Records Division will contract the conversion of fiche/film images with a local company specializing in film to digital conversions, and verify accuracy with each tray of microfiche cards. In previous years the department has used this method to successfully convert other microfiche files to digital format. The newly acquired MRT will transport MFF equipment to staging areas during incidents involving civil unrest. The additional space that an 18 foot MRT provides, in comparison to the current 12 foot MRT, will ensure that all equipment is well organized. Ensuring that all equipment is issued in efficiently manner.

Performance Management :

Representative files from each tray of microfiche will be scanned, printed and stored using Records Division equipment prior to release of the tray to the vendor. These files will serve as the validation files upon return of the converted images from the vendor. A representative randomly selected sample will be examined from each returned fiche tray and compared to the corresponding scanned electronic image files stored in the Automated digital application. Image quality and document presence must be 100%. The MRT will be locked and sealed to ensure that the MRT is kept in operational readiness mode, after inspection by the El Paso Police Department's Metro Unit (Metro Unit), the department's primary MFF unit. Only Metro Unit officers will be allowed to break the seal for inventory of MFF equipment to ensure that the MRT is maintained in operational readiness status. The designated custodians of the MRT will accompany Metro Unit officers while they conduct inspections and inventory of MFF equipment.

Target Group :

Converted digital case files will become the new source of information supplied in the future to our requesting customers: internal and external law enforcement officers/investigators, public information customers, court, and prosecution customers. Acquisition of the MRT will provide services to all members of the EPPD as MRT will be utilized to transport MFF equipment and other necessities to EPPD officers assigned MFF duties involving civil

unrest incidents and/or in preparation for potential incidents of civil unrest.

Evidence-Based Practices:

Film to digital conversion was accomplished in prior years with other data sets of files maintained by EPPD Records Division. The digitized files provided automated indexing and retrieval which allowed faster access to requested information. The acquisition of an 18 foot MRT as described above is promising as recent deployments of EPPD's current 12 foot MRT is cluttered and does not provide sufficient space for equipment. It is promising that a larger 18-foot MRT will provide sufficient space for the storing, transporting, and issuance of MRT equipment to MFF teams.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Law Enforcement	100.00	Convert microfiche files to electronic format and purchase of Mobile Response Trailer

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/ operators equipped	40
General Law Enforcement or Public Safety: Arrests resulting from grant.	1
Targeted Investigation: Criminal cases resulting in arrest.	1
Targeted Investigation: Grant-funded investigations carried out by the unit/division	0
Training or professional development: Individuals provided	0
Training or professional development: Individuals received	18
Training, professional development, or technical assistance: Hours provided	0
Training, professional development, or technical assistance: Hours received	480

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
9/1/2022
Enter the End Date [mm/dd/yyyy]:
8/31/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
117426663
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
3787766

Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/30/2020

Equal Employment Opportunity Plan

Compliance

The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line EEOP Reporting Tool. For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at https://ojp.gov/about/ocr/eeop.htm.

Type I Entity

Defined as an applicant that meets one or more of the following criteria:

• has less than 50 employees;
• is a non-profit organization;
• is a medical institution;
• is an Indian tribe;
• is an educational institution, or
• is receiving a single award of less than $25,000.

Requirements

• The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
• the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
• the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

Type II Entity

Defined as an applicant that meets the following criteria:

• has 50 or more employees, and
• is receiving a single award of $25,000 or more, but less than $500,000.

Requirements

• The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
• the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
• the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
• the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
• the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
• the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Araceli Guerra 300 N. Campbell El Paso, TX 79901 915-212-1401

Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements

• The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
• the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
• the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
• the applicant must submit EEOP information to the Office for Civil Rights (OCR).

Certification

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

_ Type I Entity
_ Type II Entity
X Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Select the appropriate response:
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Select the appropriate response:
_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: ''Total compensation'' means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation ($):
0

Position 2 - Name:

Position 2 - Total Compensation ($):

0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0
Position 5 - Name:
Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Data Processing, Web Site, and/or Programming Services	Conversion of microfiche files to digital format	$237,479.87	$0.00	$0.00	$0.00	$237,479.87	0
Equipment	Storage	18 Foot Mobile Response Trailer	$11,000.00	$0.00	$0.00	$0.00	$11,000.00	1

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$237,479.87	$0.00	$0.00	$0.00	$237,479.87
Equipment	$11,000.00	$0.00	$0.00	$0.00	$11,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$248,479.87	$0.00	$0.00	$0.00	$248,479.87

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JYVargas

File #: 22-104, **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 Zina Silva, (915) 212-4306

AGENDA LANGUAGE:

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

That the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592809, for the City of El Paso Police Department project identified as "General Victims Services". Requesting $173,819.70, which requires a cash match by the City of $43,454.92 for a total project amount of $217,274.62. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including the actual grant contract, as well as any grant amendments, corrections or extensions of the grant agreement. Grant period will be from October 1, 2022 - September 30, 2023.

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

DEPARTMENT: Police

AGENDA DATE: February 1, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Chief Gregory Allen 915-212-4300
Assistant Chief Zina Silva, 212-4306

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL:

SUBJECT:

The El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592809, for the City of El Paso Police Department project identified as "General Victims Services". Requesting $173,819.70, which requires a cash match by the City of $43,454.92 for a total project amount of $217,274.62. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including the actual grant contract, as well as any grant amendments, corrections or extensions of the grant agreement. Grant period will be from October 1, 2022 – September 30, 2023.

BACKGROUND / DISCUSSION:

The FY23 General Victims Services grant will fund personnel salaries for six Case Managers.

PRIOR COUNCIL ACTION:

City Council approved the General Victims Services Grant FY22 on February 2, 2021

AMOUNT AND SOURCE OF FUNDING:

Account No: 560000-21060-321-1000
Funding Source: General Fund
Amount: $ 43,454.92

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

DEPARTMENT HEAD: Assistant Chief Zina Silva

RESOLUTION

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

WHEREAS, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 2592809 for the El Paso Police Department project identified as "General Victims Services FY2023"; and

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

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

1. **THAT,** the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 2592809, for the City of El Paso Police Department project identified as "General Victims Services, FY 2023" to provide financial assistance to the City of El Paso.

2. **THAT,** the City of El Paso shall provide all applicable matching funds for said grant if applicable;

3. **THAT,** the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and

4. **THAT,** the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.

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

ADOPTED this ___day of _____ 2022

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
For Gregory K. Allen
Chief of Police

22-1026-11915.001 / PL# 1147590 / 2023 - Police Grants - General Victims Application/eg

Print This Page

Agency Name: El Paso, City of
Grant/App: 2592809 **Start Date:** 10/1/2022 **End Date:** 9/30/2023

Project Title: General Victim Services
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:
Created on:12/13/2021 4:00:55 PM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: General Victim Services
Division or Unit to Administer the Project: Victim Services Unit El Paso Police Department
Address Line 1: 300 N Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 10/1/2022
End Date: 9/30/2023

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Magali Franco
Email: 2699@elpasotexas.gov
Address 1: 911 N. Raynor St.

Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4003 Other Phone: 915-820-8836
Fax: 915-212-0260
Title: Ms.
Salutation: Lieutenant
Position: Lieutenant Auxiliary Support

Grant Writer
Name: Jessica Vargas
Email: C1692@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4277 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Senior Grant Planner

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide direct services to victims only
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499009
Data Universal Numbering System (DUNS): 058873019

Narrative Information

Introduction

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:
• responding to the emotional and physical needs of crime victims;
• assisting victims in stabilizing their lives after a victimization;
• assisting victims to understand and participate in the criminal justice system; and
• providing victims with safety and security.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Program-Specific Questions

Culturally Competent Victim Restoration
Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

The El Paso Police Department (EPPD) is culturally competent when providing services to victims. EPPD provides training courses to its employees, which include, but are not limited to topics such as; victim awareness and sensitivity, cultural norms, crisis intervention, cultural diversity, racial profiling, sexual harassment/awareness, ethics, and customer service etiquette. Services are provided with a victim-centered approach, focusing on the victim through empowerment by responding to their needs and rendered in the most respectful and compassionate manner possible, and by supporting them through the criminal justice process. Furthermore, all of these services will be rendered in the most respectful and compassionate manner possible. The Victim Services Response Team (VSRT) case managers are extremely knowledgeable and well trained in handling domestic violence cases. The case managers received extensive training through the National Organization for Victim Assistance (NOVA) and are nationally certified as Credentialed Advocates through the National Advocate Credentialing Program (NACP). The case managers also attend a variety of trainings throughout the year (Non Violent Crisis Intervention, Violence against Women, Helping Survivors of Multiple Victimizations, and Human Trafficking Awareness/Prevention). It is the El Paso Police Department's Discrimination Policy to provide services to all victims regardless of age, health, race, ethnicity, sex, sexual orientation, or cultural differences, and language barriers. Cultural differences and language are important aspects given the high percentage of the Hispanic population in the City of El Paso. The case managers provide excellent services with an understanding of the many beliefs and behaviors of the different cultural population. The EPPD consistently addresses the needs of the community through networking with multiple agencies (District Attorney’s Office, County Attorney’s Office-Protective Order Unit, Center Against Sexual and Family Violence (CASFV), Texas RioGrande Legal Aid-Divorce and custody issues, Legal Aid, and the Diocesan Migrant and Refugee Services). The information shared is used to focus on problem areas to provide outreach for victims of crime.

Culturally Specific and Underserved Populations

Following are relevant definitions needed to answer this question.

- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u–6(g)).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

_ Yes
X No

If you answered **'YES'** above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter **'N/A'**.

N/A

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Confidentiality and Privacy

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required

by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Activities that Compromise Victim Safety and Recovery
Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Polygraph Testing Prohibition
A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders
Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Offender Firearm Prohibition
The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

Criminal Charges
In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Immigration Legal Services

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

Discrimination
Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Records
Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Volunteers
If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

Crime Victims' Compensation
Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Community Efforts
Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Civil Rights Information
Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime
Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge
Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Effective Services
Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

College Campus Confidential Direct Services Providers
All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim's confidentiality for all case information (written or oral) and share information only at the victim's request and with the victim's informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2023 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Claudia Luján

Enter the Address for the Civil Rights Liaison:

300 N. Campbell El Paso, TX 79901

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(915)212-1241

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The El Paso Police Department (EPPD) will utilize the General Victim Assistance (GVA) to continue funding the Victim Services Response Team (VSRT), which consists of six EPPD VSRT case managers. Normally, the police department also utilizes the services of VSRT volunteers to assist VSRT case managers. Due to the current pandemic involving the Covid-19 health crisis, the City of El Paso made the difficult decision to have the VSRT case managers work from home and put the Volunteer Program on hold. The police department has slowly opened up its volunteer program; however, VSRT volunteers are still non-participant. This decision was made in line with the response that the City of El Paso was providing with other similar city services. It is the police department's intention to restitute the volunteer program when the City of El Paso, under the guidance of Health and Human Services, deems it safe to do so. The EPPD is the largest local law enforcement agency responsible for providing services to the City of El Paso population. The VSRT case managers' priority is to assist victims of all violent crime, such as, assaults and family violence, as well as non-violent crimes like harassment and stalking. The EPPD recognizes that immediate intervention from the case managers is essential to the healing process for a victim. Of the various crimes case managers respond to, half of the victims are domestic violence victims who are in a reoccurring cycle of violence that they are unaware of. The Domestic Violence Police Officer (DVO) and case managers, working together, will assist by providing information, resources, safety planning, and support to all victims. Safety planning is an important tool that is used to empower victims of domestic violence to help them prevent further acts of violence against them. The VSRT case managers attend shift meetings with patrol officers on a quarterly basis to train them about the VSRT unit and the services they can provide to victims. Case managers also participate in community events and provide presentations to the public and other local agencies. These are some of the ways the DVO or and case managers will make contact with victims of crime: responding directly to crime scenes to assist patrol officers actively investigating a crime, via telephone, home visits, walk-ins, Repeat Calls Fieldwork, delivering Emergency Protective Orders, and assisting victims at the Center Against Sexual and Family Violence. Case Managers will provide crisis intervention, explain

available services, make appropriate referrals, assist with filing the Texas Crime Victims' Compensation Application (CVC), and conduct follow up sessions with the victim as needed. Case managers send letters explaining the services available to the victims that are serviced under this grant. In FY 2021, 5303 victims were offered assisted by a case manager with a CVC application.

Problem Statement :

The City of El Paso is the 22nd largest city in the United States and the 6th largest city in Texas. It is the largest metropolitan city on the U.S.-Mexico border, covering over 255 square miles, and is a city with a population of just under 700,000 people. In Fiscal Year 2021, there were 5,303 crimes serviced under this grant verified through the EPPD's Records Management System HxGN WebRMS. Of those assaults, approximately 42% of the cases were family violence and/or domestic abuse related, 34% were related to adult physical assault (including aggravated and simple assault), 4% were Adult Sexual Assault related, and 1% robbery related. Additionally, 3% of cases are related to child physical abuse or neglect and 3% of cases are related to child sexual abuse. This makes domestic violence cases the most commonly handled incidents by the case managers, along with victims of non-domestic assaults, robberies, and sexual assaults. The El Paso region, in combination with its international neighbor city, Ciudad Juarez, Mexico, the most populated city in the Mexican state of Chihuahua and our neighboring state of New Mexico forms a larger region with a population of approximately 2.3 million people, many of whom come every day to visit or work. In addition to this population influx, El Paso has a strong federal and military population with over 38,500 active duty military personnel, includes over 39,000 of these soldier's family members, over 1,000 reservists, and over 13,000 civilians. This large population presents unique challenges for the El Paso Police Department, which has less than 1200 Officers to protect and provide services to this far-reaching community. EPPD case managers provide victims services to all qualified people within our city, whether they are military or out of the country visitors.

Supporting Data :

In Fiscal Year 2021, the Victim Services Response Team (VSRT) reached out to 5,303 victims of crimes. Of these cases, 2,250 were domestic violence cases. Domestic violence cases totaled approximately 42% of all crimes reviewed and handled by the case managers. Nationally recognized as a great place to live, El Paso has maintained its standing as a top safe city in the United States for cities with populations that are larger than 300,000. While El Paso city's population is under 700,000 people, it is a global, cultural, and economic center that draws substantial tourism. In addition, El Paso surrounds Fort Bliss, the Army's fourth largest installation. Although, it is not considered within the City limits, Fort Bliss has a population of over 38,500 active duty military personnel, includes over 39,000 of these soldier's family members, and over 1,000 reservists. It is also the home of over 13,000 civilians. A large portion of this population live within the city limits. This population and the close proximity to El Paso's sister city on the Mexican side of the border, Ciudad Juarez, can present challenges for the local law enforcement community, as the daytime population can increase to over a million people. The VSRT plays an incredibly critical role for the victims and their families. Through the EPPD's constant dedication to public safety, it has developed and sustained an excellent working partnership with the community. Case managers maintain data compiled from computer aided dispatch services and the local records management system.

Project Approach & Activities:

In keeping with the mission of the City of El Paso, the Victim Services Response Team (VSRT) will deliver exceptional services to support a high quality of life and a safe place for our community. The VSRT will continue to support victims of qualified crimes. Priorities for this project include family violence, victims of violent crimes, and quality of life issues. The VSRT program for which funding is requested covers all of the important aspects that will result in the enhancement of quality of life for the citizens and visitors of El Paso. The VSRT case managers will provide victims of crime the support services, information, and referrals needed by conducting the following: • Identify multi-disciplinary, comprehensive psychotherapy and/or counseling programs; includes filling out the referral forms and contacting the therapist for an appointment. • Provide victims with information and referrals to emergency shelters, transitional living, assist with Relocation Paperwork, and permeant housing options. • Provide information on crime victims' rights, the state compensation fund, and facilitate an understanding among victims on the workings of the criminal justice system. This includes assisting with filling out and submitting the Crime Victims' Compensation application, and providing follow ups on the status of the application; including submitting any additional paperwork to the Office of the Attorney General such as medical bills and funeral contracts. • Provide crisis intervention, outreach, and identify support groups for victims of sexual assault and their significant others. • Provide emotional support, conflict, and trauma resolution for crime victims. • Follow up with victims to provide updates on their cases as they progress through the criminal justice system; includes acting as a liaison between the victim and the detective assigned to their case, calling the DA's

office on the victim's behalf for updates, assist with a Protective Order application, and collaborate with the County Attorney's Office. • Provide adequate training and continuing education to service providers. This includes providing training to all commissioned police officers, Police Academy recruits and presentations to our community partners. • Make a concentrated effort to be proactive in an effort to reduce or minimize the domestic violence type calls by targeting repeat offenders and repeat calls for service at the same locations. This includes providing victims with information on domestic violence and safety plans to minimize risk. • Conduct follow-up visits to locations where an emergency protective order has been issued, to ensure compliance by all parties involved, and provide services to the victim.

Capacity & Capabilities:
EPPD is a Municipal Law Enforcement Agency whose jurisdiction falls within the City of El Paso. In efforts to keep up with the rising population of El Paso, EPPD currently employs approximately 1,132 commissioned police officers and approximately 269 civilian support staff. The El Paso Police Department is comprised of one police headquarters, five Regional Command Centers, and a multitude of specialty divisions to include, Airport, Fusion Center, Auto Theft, Narcotics, Gangs, Academy, SWAT and Organized Crime units. The Regional Commands provide the patrol function of the department. Through community policing, EPPD is focused on promoting proactive problem solving and police community partnerships to address the cause of crime and fear within the city of El Paso. The EPPD embraces the task of assisting victims of domestic violence and understands the positive impact of early intervention and proactive prevention. Sworn personnel receive an 8 hour pre-service training in the academy related victims services programs and In-service receive quarterly shift meeting training. The objectives of continued training is to ensure officers are up to date with current laws and department procedures related to victim services. VSRT case managers have received NOVA training on victim assistance. Officers identify a need and quickly summon one of our case managers who deliver expanded services and assistance to help in the healing process. All of the VSRT case managers have been working within the program for several years. The senior VSRT case manager has 17 years of continued experience with the EPPD VSRT program. All of the case managers have received training, and will continue to attend trainings/presentations related to family violence. This unit is nationally certified as Credentialed Advocates through the National Advocate Credentialing Program (NACP).

Performance Management :

The goal of the VSRT program is to provide every person who files a police report, with a qualified crime, to receive assistance with crisis management within 48 hours, as well as receiving information on Texas Crime Victims' Compensation application, legal advocacy, and protective order assistance when applicable. The project will be measured by extracting records supplemented by the VSRT case managers and then will be compared to cases which have not been serviced. The goal is to achieve 100 percent service rates to all qualified cases reported to the police department and measure its' rate of success, which will then be examined every quarter. For example, in Fiscal Year 2021 at least 75% of all qualified cases were supplemented by case managers and 96% of assaults and family violence cases, were supplemented by case managers documenting services provided to the victim. VSRT case managers gathered data by collecting and entering their own data into their copy of the data collection form, then they enter that information into the VSRT spreadsheet that is located in the Police Department drive. The VSRT supervisor, an EPPD sergeant, also monitors the data and request audits by our research assistants and crime analysts. The audits are done to ensure compliance with department and grant requirements.

Target Group :

The El Paso region, in combination with its international neighbor city, Ciudad Juarez, Mexico, forms a metropolitan area with a population of approximately 2.3 million people. Approximately 80 % of the population of El Paso are Hispanic, 13% are White-non Hispanic, 4% are African American, and 3% are two or more races. Statistics for EPPD during Fiscal Year 2021 show that of the total number of cases supplemented, 81% of the victims were Hispanic, 11% were White Non-Hispanic, 6% were African American, and 2% were other. The median age of the population in the City of El Paso is 30 years old, with 49% males and 51% females. Of the total number of cases supplemented, the median age is 30 and an average of 33. These demographics make both El Paso and the population that VRST served during the 2021 FY young and consisting of more women. Additionally, Fort Bliss, the Army's second largest U.S. Army installation, consists of a diverse community made up of soldiers, family members, and retirees. It is home to approximately 20,000 military personnel; in addition, it supports over 20,000 family members of active duty personnel. The potential for a large number of victims of qualified crime exist with the given population variables, thus making it our priority to dedicate the time and resources necessary to offer services to any potential victims of crime and to provide the community with adequate support services, information, referrals and education. Case managers will be targeting the victims of all qualifying crime related cases, but will be focusing on victims related to domestic violence, as approximately

half of our advocate's caseload consists of domestic violence related reports and these types of crimes are more likely to reoccur.

Evidence-Based Practices:

The EPPD utilizes the HxGn OnCall Records software system; it is a cloud-deployable, state-of-the-art, multi-agency records management system that has met the Criminal Justice Information Services (CJIS) compliance requirements. According to the software website, "the HxGN OnCall Records suite supports the reporting and analytics capabilities needed for governance and investigations. It enables efficient preparation of statutory reports and data submissions. HxGN OnCall Records works with HxGN OnCall Analytics, which provides easy-to-use analytics and visual reports that allow users agencywide to monitor events, align resources to demand, supervise performance, maintain governance and oversight, and much more." This software utilities the National Incident-Based Reporting System (NIBRS), created by the Federal Bureau of Investigation (FBI), for comprehensive data collection and provides a universal and in-depth collection of crime incidents. The six VSRT case managers ensure proper handling of cases by providing services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Each morning, the case managers' search WebRMS for crime incidents using NIBRS' codes; 11* retrieves all sexual assault reports and 13* retrieves all assault reports. The case managers' then review and organize the crimes by severity to ensure that the victims of qualified crimes are contacted within 48 hours. Victims are contacted via mailed letters and phone calls. Victims who have repeat calls for service and/or protective orders receive home visits for welfare checks. A letter is always sent to victims of sexual assault due to a memorandum of understanding (MOU) with the Center Against Sexual and Family Violence; making them the primary service provider. The VSRT supervisor, an EPPD sergeant assigned to the Auxiliary Support Division, will oversee the VSRT program. The supervisor collects, maintains, and analyzes relevant statistical data periodically to ensure the needs are being met. In keeping with the mission of the City of El Paso to deliver exceptional services to support a high quality of life for residents and visitors, case managers will monitor the types of crime related to domestic violence and continue to work closely with other victim service providers. The VSRT case managers received extensive training through the National Organization for Victim Assistance (NOVA) and are nationally certified as Credentialed Advocates through the National Advocate Credentialing Program (NACP). According to the NOVA website, the organization was "Founded in 1975, NOVA is the oldest national victim assistance organization of its type in the United States and is the recognized leader in victim advocacy, education and credentialing. A minimum of 40 hours of training is required and proof of experience working with victims to be considered for credentialing through the NACP. Five of our case managers are credentialed as Advanced Comprehensive Advocates (minimum of 15,600 hours of experience), and one as an Intermediate Comprehensive Advocate (minimum of 7, 800 of experience). In order to renew the credentials every two years, a minimum of 32 hours of Continuing Education (CE) credits are required for each case manager, and each must also complete the Code of Professional Ethics for Victim Assistance Providers training. For Fiscal Years 2019-2020 and 2020-2021, each of the case managers earned at least 80 CE's. These trainings and credentialing are voluntary. The VSRT members have dedicated their lives and careers to provide support and advocacy in a compassionate and empathetic manner, and have taken the extra steps to be nationally recognized as professional advocates. The VSRT unit often works closely with the Center Against Sexual and Family Violence (CASFV), University Medical Center, Advocacy Center for the Children of El Paso, El Paso County Sheriff's Victim Services, Department of Public Safety Victim Services, Emergence Heath Network, FBI Victim Specialists, County Attorney's Office, District Attorney's Office, Texas RioGrande Legal Aid, El Paso Center for Children, Family Advocacy Program at Fort Bliss, and UTEP Campus Advocacy Resources and Education Services. Victims of domestic violence are referred to the CASFV Emergency Shelter, and for non-shelter services to the Family Resource Center (FRC). The information and referrals provided are done with the victim-centered approach; based on the needs of the victim at the moment. The case managers and the Domestic Violence Officer (DVO) will provide information on crime victims' rights, the state compensation fund, and facilitate an understanding among victims on the workings of the criminal justice system. Case managers will provide assistance with initiating, assisting, and/or completing a Crime Victims Compensation application. This will ensure that the victims of crime receive personal advocacy and the opportunity to recover monetary losses resulting from medical expenses, loss wages and crisis counseling directly related to qualified crimes. The case managers and the DVO provide crisis intervention on-scene as first responders, identify resources for victims of family violence and/or sexual violence and their family, and provide emotional support, as well as conflict and trauma resolution for crime victims. The case managers will provide victims of crime updates on their cases as they progress through the criminal justice system.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	100.00	Victim Services Response Team (VSRT) case managers provide crime victims services during the healing process. Services offered include providing information, referrals to agencies that assist victims of Domestic Violence. Case Managers will conduct legal referrals to the District Attorney's Office, County Attorney's Office-Protective Order Unit, Texas Rio Grande Legal Aid and the Diocesan Migrant & Refugee Services. Case Managers will explain victim rights and assist with crime victims' compensation applications and advocacy for all necessary crisis procedures. This includes medical, legal, transport, and assistance in locating temporary shelter, if necessary. During the Case Managers' assessment of the victim's needs, the victim may volunteer information to the case managers of other incidents of victimization. The El Paso Police Department will generate a police report or referral that will identify victims of crime. The Case Managers will help crime victims navigate thru the justice system by standing alongside the victim through the process. They will provide comprehensive crisis and follow-up support. This support is necessary in order for the victim of a crime to remain engaged in the process of the investigation and prosecution. The Case Managers will meet regularly with other victim services providers; Center Against Sexual and Family Violence, District Attorney's victim services advocates, EP Sheriff's Office Advocates, and others to discuss and share information to move forward with the investigation, prosecution, and overall the victims restoration. Case Managers will be working with a police officer, responding to domestic violence calls. This will include the delivery and detailed explanation of any emergency protective orders, the process of obtaining a regular protective order, a safety plan, and other options available to them.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of survivors receiving crisis counseling.	6500
Number of victims / survivors seeking services who were served.	6500
Number of victims seeking services who were not served.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
9/1/2022
Enter the End Date [mm/dd/yyyy]:
8/31/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
117426663
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
3787766

Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/30/2020

Equal Employment Opportunity Plan

Compliance
The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line EEOP Reporting Tool. For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at https://ojp.gov/about/ocr/eeop.htm.

Type I Entity
Defined as an applicant that meets one or more of the following criteria:

• has less than 50 employees;
• is a non-profit organization;
• is a medical institution;
• is an Indian tribe;
• is an educational institution, or
• is receiving a single award of less than $25,000.

Requirements
• The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
• the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
• the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

Type II Entity
Defined as an applicant that meets the following criteria:

• has 50 or more employees, and
• is receiving a single award of $25,000 or more, but less than $500,000.

Requirements
• The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
• the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
• the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
• the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
• the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
• the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Araceli Guerra 300 N. Campbell El Paso, TX 79901 (915)212-1401

Type III Entity
Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements

• The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
• the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
• the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
• the applicant must submit EEOP information to the Office for Civil Rights (OCR).

Certification
Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
_ Type I Entity
_ Type II Entity
X Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:
Position 1 - Total Compensation ($):
0
Position 2 - Name:
Position 2 - Total Compensation ($):
0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0

Position 5 - Name:
Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Case Manager	Case Manager Norma Becerra's responsibilities include assessing the client's needs to be able to assist the victims of domestic violence with the appropriate information, resources, referrals, and assistance. Case Manager Becerra will provide crisis intervention and stabilization to victims; respond to crime scenes and other critical incident sites; helps victims of domestic violence obtain funds under the Texas Crime Victim's Compensation (TCVC) Fund. Case Manager Becerra will assist with the completion of the TCVC applications, assist victims in coordinating safety plans in case of emergency and collaborate with other agencies to stay updated at all times. Case Manager Becerra will record statistical data used in	$35,790.29	$8,977.74	$0.00	$0.00	$44,768.03	82

		compiling program reports and being on call-out status. Case Manager Becerra will identify training needs as case managers are facilitators between the El Paso Police Department and the victims. This Case Manager will be assigned to a specific Police Regional Command, providing services to all areas of the City. Total personnel costs per Case Manager will vary depending on experience and other factors, but will be in line with the City of El Paso's rules and regulations. The total salary for Case Manager Becerra including benefits for 12 months is $ 44,768.03.						
Personnel	Case Manager	Case Manager, Maria Elena Rivera's responsibilities include assessing the client's needs to be able to assist the victims of domestic violence with the appropriate information, resources, referrals, and assistance. Case Manager Rivera	$28,758.91	$7,188.79	$0.00	$0.00	$35,947.70	82

		will provide crisis intervention and stabilization to victims; respond to crime scenes and other critical incident sites; helps victims of domestic violence obtain funds under the Texas Crime Victim's Compensation (TCVC) Fund. Case Manager Rivera will assist with the completion of the TCVC applications, assist victims in coordinating safety plans in case of emergency and collaborate with other agencies to stay updated at all times. Case Manager Rivera will record statistical data used in compiling program reports and being on call-out status. Case Manager Rivera will identify training needs as case managers are facilitators between the El Paso Police Department and the victims. This Case Manager will be assigned to a specific Police Regional Command, providing						

		services to all areas of the City. Total personnel costs per Case Manager will vary depending on experience and other factors, but will be in line with the City of El Paso's rules and regulations. The total salary for Case Manager Rivera, including benefits for 12 months is $ 35,947.70.						
Personnel	Case Manager	Case Manager, Vanessa Nunez's responsibilities include assessing the client's needs to be able to assist the victims of domestic violence with the appropriate information, resources, referrals, and assistance. Case Manager will provide crisis intervention and stabilization to victims; respond to crime scenes and other critical incident sites; helps victims of domestic violence obtain funds under the Texas Crime Victim's Compensation (TCVC) Fund. Case Manager will assist with the completion of the TCVC applications, assist victims in	$27,716.81	$6,923.66	$0.00	$0.00	$34,640.47	82

		coordinating safety plans in case of emergency and collaborate with other agencies to stay updated at all times. Case Manager will record statistical data used in compiling program reports and being on call-out status. Case Manager will identify training needs as case managers are facilitators between the El Paso Police Department and the victims. This Case Manager will be assigned to a specific Police Regional Command, providing services to all areas of the City. Total personnel costs per Case Manager will vary depending on experience and other factors, but will be in line with the City of El Paso's rules and regulations. The total salary for Case Manager including benefits for 12 months is $34,640.47.						
Personnel	Case Manager	Case Manager, Patricia Gross responsibilities include assessing the client's needs to be able to	$30,290.25	$7,578.40	$0.00	$0.00	$37,868.65	82

		assist the victims of domestic violence with the appropriate information, resources, referrals, and assistance. Case Manager Gross will provide crisis intervention and stabilization to victims; respond to crime scenes and other critical incident sites; helps victims of domestic violence obtain funds under the Texas Crime Victim's Compensation (TCVC) Fund. Case Manager Gross will assist with the completion of the TCVC applications, assist victims in coordinating safety plans in case of emergency and collaborate with other agencies to stay updated at all times. Case Manager Gross will record statistical data used in compiling program reports and being on call-out status. Case Manager Gross will identify training needs as case managers are facilitators between the El						

		Paso Police Department and the victims. This Case Manager will be assigned to a specific Police Regional Command, providing services to all areas of the City. Total personnel costs per Case Manager will vary depending on experience and other factors, but will be in line with the City of El Paso's rules and regulations. The total salary for Case Manager Gross, including benefits for 12 months is $37,868.65.						
Personnel	Case Manager	Case Manager Ydali Phoenix-Cervantes includes assessing the client's needs to be able to assist the victims of domestic violence with the appropriate information, resources, referrals, and assistance. Case Manager will provide crisis intervention and stabilization to victims; respond to crime scenes and other critical incident sites; helps victims of domestic violence obtain funds under the	$27,377.66	$5,948.96	$0.00	$0.00	$33,326.62	82

		Texas Crime Victim's Compensation (TCVC) Fund. Case Manager will assist with the completion of the TCVC applications, assist victims in coordinating safety plans in case of emergency and collaborate with other agencies to stay updated at all times. Case Manager will record statistical data used in compiling program reports and being on call-out status. Case Manager will identify training needs as case managers are facilitators between the El Paso Police Department and the victims. This Case Manager will be assigned to Police HQ to alleviate the need for one of the other case managers to cover a day out of the week at PDHQ. This Case Manager will be providing services to all areas of the city, which will allow for more coverage and the possibility to expand the hours of operation through-out the						

		week. Total personnel costs per Case Manager will vary depending on experience and other factors, but will be in line with the City of El Paso's rules and regulations. The total salary for Case Manager Phoenix-Cervantes including benefits for 12 months $33,326.62.						
Personnel	Case Manager	Case manager Claudia Pinales' responsibilities include assessing the client's needs to be able to assist the victims of domestic violence with the appropriate information, resources, referrals, and assistance. Case Manager will provide crisis intervention and stabilization to victims; respond to crime scenes and other critical incident sites; helps victims of domestic violence obtain funds under the Texas Crime Victim's Compensation (TCVC) Fund. Case Manager will assist with the completion of the TCVC applications,	$23,885.78	$6,837.37	$0.00	$0.00	$30,723.15	82

		assist victims in coordinating safety plans in case of emergency and collaborate with other agencies to stay updated at all times. Case Manager will record statistical data used in compiling program reports and being on call-out status. Case Manager will identify training needs as case managers are facilitators between the El Paso Police Department and the victims. This Case Manager will be assigned to a specific Police Regional Command, providing services to all areas of the City. Total personnel costs per Case Manager will vary depending on experience and other factors, but will be in line with the City of El Paso's rules and regulations.. The total salary for Case Manager including benefits for 12 months is $30,723.15.						

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Department General Fund	Cash Match	$43,454.92

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$43,454.92	$43,454.92	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$173,819.70	$43,454.92	$0.00	$0.00	$217,274.62

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$173,819.70	$43,454.92	$0.00	$0.00	$217,274.62

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JYVargas

File #: 22-105, **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 Humberto Talamantes, (915) 212-4309

AGENDA LANGUAGE:

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

That the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 3952703, for the City of El Paso Police Department project identified as "Project Safe Neighborhoods Grant Program, FY 2023" to provide financial assistance to the City of El Paso. Requesting $39,358.15, no cash match is required. Grant period will be from October 1, 2022 September 30, 2023. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant.

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

DEPARTMENT: Police

AGENDA DATE: February 1, 2022

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Chief Gregory Allen (915)212- 4302
Assistant Chief Humberto Talamantes, (915)212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

The El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 3952703, for the City of El Paso Police Department project identified as "Project Safe Neighborhoods Grant Program, FY 2023" to provide financial assistance to the City of El Paso. Requesting $39,358.15, no cash match is required. Grant period will be from October I, 2022 September 30, 2023. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant.

BACKGROUND / DISCUSSION:
The Safe Neighborhoods Grant project will sustain the maintenance on 12 Gunshot Detections sensors and purchase equipment for the Gang Unit.

PRIOR COUNCIL ACTION:
The original grant application for FY2022 Homeland Security Program was approved by city council on February 2, 2021 for $86,701.04. Grant application for FY2021 was approved on March 3, 2020 for $83,921.00. .

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD: Gregory Allen

RESOLUTION

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

WHEREAS, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 3952703 for the El Paso Police Department project identified as "Project Safe Neighborhoods Grant Program FY2023"; and

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

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

1. **THAT,** the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 3952703, for the City of El Paso Police Department project identified as "Project Safe Neighborhoods Grant Program, FY 2023" to provide financial assistance to the City of El Paso.

2. **THAT,** the City of El Paso shall provide all applicable matching funds for said grant if applicable;

3. **THAT,** the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and

4. **THAT,** the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.

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

APPROVED this ___day of _____ 2022

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
For Gregory K. Allen
Chief of Police

Print This Page

Agency Name: El Paso, City of
Grant/App: 3952703 **Start Date:** 10/1/2022 **End Date:** 9/30/2023

Project Title: Project Safe Neighborhoods
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:
Created on:12/13/2021 12:33:52 PM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Project Safe Neighborhoods
Division or Unit to Administer the Project: Police Department
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79901-1402
Start Date: 10/1/2022
End Date: 9/30/2023

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Ricardo Medina
Email: 2014@elpasotexas.gov
Address 1: 911 Raynor

Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4003 Other Phone:
Fax:
Title: Mr.
Salutation: Lieutenant
Position: Lieutenant

Grant Writer
Name: Jessica Vargas
Email: C1692@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4277 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Senior Grant Planner

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499009
Data Universal Numbering System (DUNS): 058873019

Narrative Information

Introduction

The purpose of the Project Safe Neighborhoods Program is to create and foster safer neighborhoods through a sustained reduction in violent crime, including, but not limited to, addressing criminal gangs and felonious possession and use of firearms.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Program-Specific Questions

What is the project's main Project Safe Neighborhoods (PSN) design feature?
_ Targeted Enforcement
X Prevention
_ Accountability

Indicate the percentage of your PSN project allocated for each of the following categories:
Police Agency (%):
100
Prevention (%):
0
All Other Partner Agencies (%):
0
Project will support the operations and coordination activities of a gang task force.

Select the appropriate response:
X Yes
_ No

If you answered **'YES'** above, enter the name of the gang task force. If you selected **'No'**, enter **'N/A'**.

El Paso TAG Center

If you answered **'YES'** above, enter the agencies or organizations that participate in the above-named task force. If you selected **'No'**, enter **'N/A'**.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2023 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:
Claudia Luján
Enter the Address for the Civil Rights Liaison:
300 N. Campbell El Paso, TX 79901
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
(915)212-1241

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The El Paso Police Department (EPPD) serves approximately 683,000 residents within the city limits of El Paso and thousands more who travel through El Paso to visit and work in the city on a daily basis. Estimated numbers indicate that El Paso swells to approximately one million people per day. The EPPD is jurisdictionally responsible for approximately 256.38 square miles. The patrol units are assigned to one of five Regional Commands, which serve eight El Paso representative district jurisdictions. In addition to the patrol units, the EPPD has a myriad of specialized units to include, but not limited to Gang Unit, SWAT, Auto Theft, Narcotics, Crimes Against Persons, Crime Scene Unit and more. The El Paso Police Department currently employs over 1,131 sworn personnel which results in approximately 2 officers per 1,000 residents and has over 271 civilian support staff. The City of El Paso, during the 11 month span (Jan thru Nov) in FY21 reported a total of 207 Part 1 Crimes relating to gun crime. This has been an ongoing initiative in which EPPD has already pre-determined 2 areas (Northeast & Pebble Hills Regions) which have seen continuous calls for service reference gun crime. Although great strides have been made towards reducing violent crime in El Paso through units like the Gang Task Force, challenges have been identified, consistent with the crime triangle, with respect to People, Places, and Problems. The El Paso Police Department seeks to utilize evidence and intelligence-based practices through the deployment of technological innovations, in order to identify and arrest active criminals who are using firearms while carrying out aggravated offenses. Deploying this type of innovation will assist in detecting and reducing gun-related crime in El Paso, Texas.

Problem Statement :

The El Paso Police Department, in recent years, has taken great steps in addressing crime. However, the EPPD is

still lacking technological resources that would aid law enforcement in properly addressing gun crime within the city. Gun-related crime, for the most part, is usually addressed when officers are dispatched to the scene. Unfortunately, this is a reactive component of law enforcement. In order to keep up with the ever-changing criminal landscape law enforcement needs to approach the problem by being strategically and tactically intelligent in their responses. The El Paso Police Department has taken steps in addressing gun crime by most recently forming the department's first National Integrated Ballistic Information Network (NIBIN) program. By utilizing a gun detection system it would provide an instantaneous notification to the officers. As opposed to the usual route of the call taker answering the call, then routing the call to the appropriate dispatcher, and finally dispatching a unit. This would be an innovative approach to responding to gun crime and it will also enable officers to recover and preserve valuable evidence. In order to properly address gun-related crime, the El Paso Police Department will be focusing on preventive, proactive and enforcement components. The El Paso Police Department will continue to implement preventative measures which consist of community and school presentations. The presentations will focus on gang and gun awareness. This component will be a collaboration between the El Paso Police Gang Unit and Police Area Representatives (PAR). These presentations will be in the combination of in-person sessions and via online depending on health restrictions. In a continuous effort in preventing gun crime the El Paso Police Department will need to sustain maintenance to the existing Gun Shot Detection Sensors. This will assist our Department in reaching our goal of prevention, detection and apprehension of potential offenders.

Supporting Data :

The City of El Paso, from January 2021 to November 2021 the El Paso Police Department has continued to see Pebble Hills Regional Command (PHRC) and Northeast Regional Command (NERC) continuously as areas with consistent gun-related calls for service. During the 11 month span 207 calls for service were documented related to gun crimes being committed within those affected regions. A request for data was made to our Fusion Center (crime analysis) regarding most recent statistics on calls for services, documented reports, during the reported period. By using the following data both Pebble Hills Regional Command (PHRC) and the Northeast Regional Command (NERC) are consistent active areas of gun-related crime citywide. Thus making those two regional commands our continued focus of this ongoing initiative. The El Paso Police Department Gang unit has historically played an integral role in handling gun/gang-related crime. As of 2019, the EPPD Gang unit has identified 131 Texas gangs, as well as 1,559 El Paso gang members. Having up to date knowledge of Active Street gangs will enable investigators to effectively and efficiently identify potential suspects.

Project Approach & Activities:

The El Paso Police Department needs to fund for yearly maintenance for current Gun Shot Detection sensors /Crime Gun Intelligence Technology (CGIT). The annual sustainment fee is a necessary part of the overall system that provides direct support for the remote CGIT data center. The CGIT data center is one of the critical components of the overall system, which enables the "fusion" of the data that is collected from the police department owned sensors during a suspected gunshot event. Without the CGIT data center enabling the data "fusion" the system will not function as designed. The remote CGIT data center is one of the required components to operate the overall system because it provides the following capabilities: • Receives event status and detections from the police department owned sensors • Provides real-time multi-sensor fusion • Sends event location via email/text/CGIT interface • Logs events into CGIT database • Records audio clips of events from each department owned sensor EPPD requires the system to provide a live feed of active "gunshots". Various sensors are currently strategically placed in a pre-designated NERC area along with Pole Cameras, whose sole function is to capture surveillance video. EPPD has the flexibility to provide Officers with access to the system which will alert them instantaneously of gunshots and its location. In addition, this system is currently being monitored by the FUSION/WATCH center where information can be relayed to officers on the ground. The Fusion Center/WATCH is currently assigned to monitor the video feed and sensor detection. The Gun detection system sensors are portable so that they may be moved at any given time to address shifting crime trends and patterns. Officers will respond to citywide calls that related to firearms in order to collect casings that will further aid in linking investigations.

Capacity & Capabilities:
The El Paso Police Department has the substantial capacity to implement the proposed project and possess a wide variety of critical infrastructure elements, including fiscal management, reporting, and budgeting. Although the focus of the grant will fall primarily on gun crime, many internal and external partners who will have an invested interest in the program will be called upon to contribute to the success of the focused areas. Internal partners may include the El Paso Police Area Representative, El Paso Police Gang Unit, and the El Paso Police Ballistic Intelligence Unit. While external partners will include the District Attorney's office, the El Paso County Sheriffs' Office, Texas Department of Public Safety, Hudspeth County, Dona Ana County, Otero County, and the

Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF). The El Paso Police Department currently has 2 full time Officers who are dedicated and certified in the Integrated Ballistics Identification System Data Acquisitions. The B.I.U is regionally certified and is now able to conduct acquisitions and test fire (firearms). Since going operational as of November 2019 the B.I.U has successfully obtained 75 leads which directly link to ongoing investigations. Each Regional Command Center already has an established Police Area Representative (PAR) program. This enables the El Paso Police Department to effectively reach out to various community organizations and schools for preventative crime/gang presentations. This program will be a city-wide initiative between PAR officers and the EPPD Gang Unit. The El Paso Police Gang Unit is currently housed at the Texas Anti-Gang Center (TAG) along with several federal, state and local law enforcement agencies. A Board composed of executive staff from the constituent law enforcement agencies manage the overall operations of the TAG center. Collocating the participating agencies ensures agencies have access to information in a timely manner, create force multipliers, and concentrate operations. This allows the participating law enforcement agencies to split their focus among multiple priorities on a routine basis while permitting flexible surges during moments of crisis or operational need. The Ballistic Intelligence Unit (B.I.U) is organized through the use of sworn personnel to both quickly respond to the scenes and process ballistic evidence for investigations. Casings that have an immediate need for actionable intelligence can be quickly processed and entered into the National Integrated Ballistic Information Network (NIBIN) system for ballistic comparison. This tiered evidence collection policy allows the B.I.U to act as a call out unit while addressing prolific firearm offenders. The B.I.U will serve as a resource to other investigative units, tying investigations together and identifying suspects. The B.I.U currently consists of two supervisors and two sworn police officers who are responsible for responding to gun-related calls. As well as entering acquisitions to the (NIBIN) system and verifying firearm data into the Electronic Tracing System – (E-Trace system). The B.I.U will also assist in coordinating inter-departmental efforts to respond to gun crimes. To keep the information up to date B.I.U will meet with first-line officers by attending shift meetings on a monthly basis, as well as on shift training days. These collaborative meetings bring together detectives, tactical support units, and other specialty units to foster communication, troubleshoot challenges and increase operational efficiency. The El Paso Police Department currently has access to 6 Gun Shot Sensors with the anticipation of receiving 6 additional in the near future. EPPD requires the system to provide a live feed of active "gunshots". Various sensors are currently strategically placed in a pre-designated NERC area along with Pole Cameras, whose sole function is to capture surveillance video. EPPD has the flexibility to provide Officers with access to the system which will alert them instantaneously of gunshots and its location. In addition, this system is currently being monitored by the FUSION/WATCH center where information can be relayed to officers on the ground. The Fusion Center/WATCH is currently assigned to monitor the video feed and sensor detection. The Gun detection system sensors are portable so that they may be moved at any given time to address shifting crime trends and patterns. Officers will respond to citywide calls that related to firearms in order to collect casings that will further aid in linking investigations. Currently the El Paso Police Department has dedicated a Crime Analyst to address all issues related to the Gun Shot Detection System in addition to providing strategic data which provides a clear approach to sensor deployment.

Performance Management :

The El Paso Police Department will document the implementation of the intelligence lead policing operational activities facilitated through the deployment of innovative technology. The El Paso Police Department will review current gun crime trends by recording and planning meetings for the outreach initiatives; discuss the use of the technology; review of officer log sheets for documented frequency and volume of use of technology. Finally, records of the actual deployment of the technology will be collected and examined. Expected data elements will include: days of the week, time of day, the number of times technology is deployed, activated, and used, as well as the number of personnel utilizing the technology. Data on outreach presentations will also be collected and accounted for pertaining to the number of attendees, age group, and their location. The EPPD FUSION Center/Analyst Division will be responsible for collecting all data related to arrests, officer deployments technology placements, and outreach initiatives. This will include, 911 calls resulting in a confirmed shootings compared to gunshot detection system alerts. B.I.U will track the number of casings entered in the NIBIN system that are subsequently linked to other gun crimes in NIBIN. The number of Firearms will be tracked in the E-Trace system.

Target Group :

The City of El Paso is divided up by regions: Northeast, West Side, Central, Pebble Hills (Eastside) and Mission Valley Regional Command Centers. The two regions that statistically show a higher amount of gun crime are the Northeast Regional Command and Pebble Hills Regional Command Center.

Evidence-Based Practices:

The El Paso Police Department B.I.U. visited the Phoenix Police Department (PPD) to review their current NIBIN system and their team. It was learned that the PPD had a gun detection system that provided them with real-time notification of a gunshot thus enabling them to respond immediately to the scene. The El Paso Police Department personally witnessed where their investigative team was attempting to locate casings at a crime scene. Officers were able to locate casings within 20 feet of the actual geo-mapping which was displayed on a laptop per their gun detection system. PPD on separate occasions provided details in which the gun detection system alerted of a shooting. PPD investigators were able to respond quickly and were able to successfully locate an offender fleeing from a scene where a gunshot activation was detected. The suspect was successfully captured with the weapon in hand by responding investigators while utilizing the gun detection system. Other agencies who currently use similar gun detection systems include Colorado Springs, Denver, Colorado and Selma, Alabama. The City of El Paso and its citizens will greatly benefit from this innovation. This will add another tool for EPPD to serve its community effectively.

Project Activities Information

Introduction

Introduction
This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crime Prevention	100.00	In preventing gun crime the El Paso Police Department must maintain the existing Gun Shot Detection Sensors. This will assist our Department in reaching our goal of prevention, detection and apprehension of potential offenders.

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Casework, non-licensed counseling, individual advocacy, or other support: Hours delivered.	0
Casework, non-licensed counseling, individual advocacy, or other support: Individuals receiving	0
Instruction and Support for Pro-social, Educational, Vocational, or Employment skills: Hours delivered.	500
Instruction and Support for Pro-social, Educational, Vocational, or Employment skills: Individuals receiving.	500

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:
The El Paso Police Department is continuously in contact with vendor in regards to technological issues, to ensure a timely response to address any deficiencies. Communications (email) with vendor are saved for historical reference.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
10/1/2022
Enter the End Date [mm/dd/yyyy]:
9/30/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
117426663
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
3787766

Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/30/2020

Equal Employment Opportunity Plan

Compliance
The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line EEOP Reporting Tool. For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at https://ojp.gov/about/ocr/eeop.htm.

Type I Entity
Defined as an applicant that meets one or more of the following criteria:

• has less than 50 employees;
• is a non-profit organization;
• is a medical institution;
• is an Indian tribe;
• is an educational institution, or
• is receiving a single award of less than $25,000.

Requirements
• The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
• the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
• the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

Type II Entity
Defined as an applicant that meets the following criteria:

• has 50 or more employees, and
• is receiving a single award of $25,000 or more, but less than $500,000.

Requirements
• The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
• the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
• the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
• the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
• the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
• the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Araceli Guerra 300 N. Campbell El Paso, TX 79901 (915)212-1401

Type III Entity
Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements

• The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
• the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
• the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
• the applicant must submit EEOP information to the Office for Civil Rights (OCR).

Certification
Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
_ Type I Entity
_ Type II Entity
X Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
• Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
• Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
• Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers
The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.
In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: ''Total compensation'' means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).
Position 1 - Name:
Position 1 - Total Compensation ($):
0
Position 2 - Name:
Position 2 - Total Compensation ($):
0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0
Position 5 - Name:
Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Installation of grant purchased equipment and technology	12-Sensors Maintenance ($1,800.00 each). The annual sustainment fee is a necessary part of the overall system that provides direct support for the remote CGIT data center. The remote CGIT data center is one of the required components to operate the overall system.	$21,600.00	$0.00	$0.00	$0.00	$21,600.00	0
Supplies and Direct Operating Expenses	Specialty Camera and Accessories ($5,000 or less per unit - e.g., in-car mounted systems)	37-Dash Cam Mic Cases ($29.95 each)	$1,108.15	$0.00	$0.00	$0.00	$1,108.15	0
Supplies and Direct Operating Expenses	Surveillance Equipment and Accessories	37-Ballistic Helmets ($450 each), helmets will utilized by the Gang unit	$16,650.00	$0.00	$0.00	$0.00	$16,650.00	0

	($5,000 or less per unit)							

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$21,600.00	$0.00	$0.00	$0.00	$21,600.00
Supplies and Direct Operating Expenses	$17,758.15	$0.00	$0.00	$0.00	$17,758.15

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$39,358.15	$0.00	$0.00	$0.00	$39,358.15

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JYVargas

File #: 22-129, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

That the City Manager or designee is authorized to submit the State Homeland Security grant application number 3221406 for the project titled "El Paso-Urban Planner" through the Texas Office of the Governor including all related paperwork, included but no limited to, authorization of budget transfers, and/or revision to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $61,439.29 for the period from September 1, 2022 through August 31, 2023 for an Emergency Management Specialist; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City of El Paso assures the it will return the funds to the Office of the Governor in full.

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

AGENDA DATE: **February 1, 2022**
PUBLIC HEARING DATE: **February 1, 2022**

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

DISTRICT(S) AFFECTED: **All**

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

SUBGOAL: **2.3 Increase public safety operational efficiency**

SUBJECT:
That the City Manager or designee is authorized to submit the State Homeland Security grant application number 3221406 for the project titled "El Paso-Urban Planner" through the Texas Office of the Governor including all related paperwork, included but no limited to, authorization of budget transfers, and/or revision to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $61,439.29 for the period from September 1, 2022 through August 31, 2023 for an Emergency Management Specialist; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that in the event of loss or misuse of the grant funds, the City of El Paso assures the it will return the funds to the Office of the Governor in full.

BACKGROUND / DISCUSSION:
This project will fund a full-time Emergency Management Specialist position to focus on community risk reduction efforts with an emphasis on community preparedness, education and awareness.

PRIOR COUNCIL ACTION:
On March 2, 2021, the City Council authorized the City Manager or designee to submit the FY2021 El Paso Urban Area Planner grant application through the Texas Office of the Governor. The grant was awarded to the City of El Paso in the amount of $55,473.94.

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? **_X_ YES ___NO**

PRIMARY DEPARTMENT: **Fire Department**
SECONDARY DEPARTMENT: **Office of the Comptrollers, GAD**

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

DEPARTMENT HEAD:

Revised 04/09/2021

RESOLUTION

WHEREAS, The City of El Paso (the "City") is eligible to apply for grant through the State Homeland Security Program (SHSP) grant program entitled "El Paso-Urban Planner": and

WHEREAS, the City of El Paso Fire Department will maintain an Emergency Management Specialist Position to assistant in the coordination of disaster response or crises management activities provide disaster preparedness training, prepare emergency plans and procedures for natural wartime, or technological disasters or hostage situations; and

WHEREAS, the position will increase local and regional community preparedness, and will enhance regional emergency planning activities; and

WHEREAS, the Grant requires not matching funds by the City; and

WHEREAS, the City Council finds that SHSP will assist local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of the community and the Rio Grande Council of Governments Region.

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

1. That the City Manager or designee is authorized to submit the State Homeland Security grant application number 3221406 for the project titled "El Paso-Urban Planner" through the Texas Office of the Governor including all related paperwork, included but no limited to, authorization of budget transfers, and/or revision to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $61,439.29 for the period from September 1, 2022 through August 31, 2023 for an Emergency Management Specialist; and

2. That the City of El Paso shall provide all applicable matching funds for said grant if applicable; and

3. That in the event of loss or misuse of the grant funds, the City of El Paso assures the it will return the funds to the Office of the Governor in full.

APPROVED THIS_____ DAY OF _____, 2022

(Signatures on the following page)

CITY OF ELPASO:

_____
Oscar Lesser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Carlos L. Armendariz
Assistant City Attorney

Grant #3221406 / El Paso-Urban Planner Grant #3221406

Declined ☐ Denied ☐ Awarded ☐ PSGrant#_____

GRANT INFORMATION FORM (GIF)

Complete either side A or if awarded, complete side B in this same form

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards, and/or grant contract amendments. After completing either side, please forward to the GAD Office at Grants-1@elpasotexas.gov. Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing. Please use the same GIF to complete Part A & Part B so it is all kept on the same sheet.

Department El Paso Fire Department DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION

A1. Department Programmatic Contact Person
Name: Antonio Muro Jr.
Title: AEMC / Battalion Chief
Phone No.: (915) 838-3271
Email: MuroAX@elpasotexas.gov

A2. Grant Data
Funding Agency: Department of Homand Security (SHSP)
Grant Name: FY 22 El Paso Urban Area Planner
CFDA/ALN: 97.067 N/A ☐
Application Due Date: February 10, 2022 5pm CST
Requires Signature or Review from:
Mayor ☐ City Manager ☐ Legal Review ☐

A3. Financial Data

Amount of Grant Funding Request:	$	61,439.29
Amount of Matching Funds Requested:	$	0.00
Amount of In-Kind Funds and/or Additional City Contributions:	$	0.00
Total Amount Requested:	$	61,439.29

A4. Grant Classification
☑ Competitive (award based on competition)
☐ Entitlement (a set of funds determined under a formula)
☐ Continuation (ongoing funding)

A5. City Match Certification
Has City Match been certified by the Department Director?
Yes ☐ No ☑ N/A ☐

Does this grant allow for operating/administrative costs?
Yes ☐ No ☑ % ☐ Amount $_____
How is the match amount determined?
☐ Fixed Amount: $_____
☐ Percentage of Project Cost: 0 %
☐ Other (Please explain): None

For this fiscal year, how much of the local cash amount is already in the department's budget: $ _____
Not budgeted: $ _____
Proposed source of match:

B. CONTRACT/AGREEMENT/AMENDMENTS

B1. Department Financial Grant Contact Person
Name:
Title:
Phone No.:
Email:

B2. Grant Data
Funding Agency:
Grant Name:
Program Name:
Agency Contract No.:
Grant Type: Please Select
Pass through Agency:
Grant Start & End Date: Month Day Year - Month Day Year
New, Continuation, or Amendment: Please Select

B3. Financial Data

Post-Award Amount: (As indicated in the grant contract/ agreement)	$	
Actual Amount of Cash Match:	$	
Actual Amount of In-Kind:	$	
Total Award for Project/Program:	$	0.00

B4.
☐ CM Signature required
☐ Mayor Signature required
☐ City Council approval required

B5.
Grant Accounting String: _____
City Match Accounting String: _____

Comments:

Brief Description of Grant:
El Paso Urban Area Planner / Emergency Management Specialist - This is a continuation of a full-time position to assist in coordination of disaster resposne or crisis management activities, provide disaster preparedness training, and prepare draft emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, or technological (e.g., nuclear power plant emergencies, harzardous materials spills) disasters or hostage situations.

REQUIRED SIGNATURES

1. _____
Department Director Signature **Date**
Mario M. D'Agostino 01/18/2022
Printed Name of Department Director

2. Elda R. Hefner 01/19/2022
Grants Administration Division **Date**

3. _____
Legal Review **Date**

1. _____
Department Director Signature **Date**
_____
Printed Name of Department Director

2. _____
Grants Administration Division **Date**

3. _____
Legal Review **Date**

REV Sept 2021 Questions? Call the Grants Administration Division at (915) 212-1795

Print This Page

Agency Name: El Paso, City of
Grant/App: 3221406 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: El Paso-Urban Area Planner
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:
Created on:1/7/2022 2:13:24 PM By:Antonio Muro

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: El Paso-Urban Area Planner
Division or Unit to Administer the Project: Office of Emergency Management
Address Line 1: 6055 Threadgill Avenue
Address Line 2:
City/State/Zip: El Paso Texas 79924-6327
Start Date: 9/1/2022
End Date: 8/31/2023

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,El Paso,Hudspeth,Jeff Davis,Presidio

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Antonio Muro
Email: muroax@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-820-3271 Other Phone:
Fax:
Title: Mr.
Salutation: Chief
Position: Battalion Chief

Grant Writer
Name: Antonio Muro
Email: muroax@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-820-3271 Other Phone:
Fax:
Title: Mr.
Salutation: Chief
Position: Battalion Chief

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014
Data Universal Numbering System (DUNS): 058873019

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.
National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. **All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.**
2. **Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.**
3. **Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.**

Mission Areas
The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.**
- **Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.**
- **Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.**
- **Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.**
- **Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.**

Nationwide Cyber Security Review
Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
X I certify to all of the application content and requirements.

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
This project will fund a full-time Emergency Management Specialist position to focus on community risk reduction efforts with an emphasis on community preparedness, education and awareness. Proposed activities include assisting in the coordination of disaster response or crisis management activities, provide disaster preparedness training, and prepare draft emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, technological, (e.g., cybersecurity, nuclear power plant emergencies, hazardous materials spills) disasters, and a nexus to terrorist events (e.g., hostage situations, active shooter, chemical/radiological attacks). Involves research and maintenance of emergency management plans for El Paso County and its seven jurisdictions such as disaster recovery, communications, mass notification/warning, and resource management. Additional plans include Continuity of Operations Plans and Continuity of Government Plans for the seven incorporated jurisdictions and the County of El Paso. Regional training and exercise coordination and development for EOC staff, emergency management partners, and Incident Management Team personnel. Development of after action reviews/reports and tracking of corrective actions. Maintenance and development of mutual aid agreements in the El Paso region to enhance regional response and coordination. Regional threat and critical infrastructure threat assessments. The intended impact is to increase community preparedness and awareness by educating and informing the public about community risks, developing strong community partnerships in all phases of emergency management, and implement an all-hazards community risk reduction effort program with community stakeholders.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
This project will target the following threats and/or hazards identified in the 2021 regional THIRA and SPR to include natural threats (Pgs. 6

& 8) such as flooding and wildfire; technological such as a hazardous materials chemical release (Pg. 7) human caused threats such as an active shooter incident, chemical attack, and a radiological incident (Pg. 9-11). Beyond the THIRA, additional threats unique to the US/Mexican border include human trafficking, mass migration, pandemics, and the continued cartel violence due to the drug trade. Lastly, another critical element is cybersecurity (Pg. 23). The ability to adequately protect City as well as community stakeholder assets such as networks, computer devices, and data from unauthorized access or criminal use is paramount. This protection coupled with continuous training on proper and ethical use of data is vital.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.
Currently the El Paso City-County Office of Emergency Management is staffed with one specialist funded through the 2021 SHSP Grant 3221405. This grant is for the continuation of the current specialist that is responsible for implementing community risk reduction efforts with an emphasis on community preparedness, education, and awareness. This specialist will also focus on local and regional emergency response, mitigation and recovery plans, continuity of operations/continuity of government plans, and local and regional exercises/training. Previously under UASI, El Paso OEM operated with three planners. This grant would allow El Paso to continue current operations and initiatives.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
Due to budget constraints, the adequate amount of personnel needed to perform the following capabilities not available or realistic. Based on the RGCOG's 2021 SPR, this project will address following capability gap is listed below which is referenced on the listed core capabilities with additional supporting planning, organization, equipment, training and exercise (POETE) components referenced therein: Continuation of this project is to develop and implement plans. The additional planners would be responsible for maintaining the plans and assisting those jurisdictions to include municipalities and regional stakeholders that don't have established plans. Page 5. (Planning Core Capability) – Organization – Capability Gap POETE Page 8. Public Information and Warning – Organization – Capability Gap (POETE) Page 15. Intelligence and Information Sharing – Planning – Capability Gap (POETE) Page 13. Interdiction and Disruption – Planning – Capability Gap (POETE) Page 15. Screening, Search, and Detection – Planning – Capability Gap (POETE) Page 10. Operational Coordination Core Capability – Organization – Capability Gap (POETE) Page 26. Physical Protective Measures – Planning – Capability Gap (POETE) Page 30. Supply Chain Integrity and Security – Planning – Capability Gap (POETE) Page 32. Community Resilience – Planning – Capability Gap (POETE) Page 35. Long-term Vulnerability Reduction – Planning – Capability Gap (POETE) Page 37. Risk and Disaster Resilience Assessment – Planning – Capability Gap (POETE) Page 46. Fatality Management Services – Planning – Capability Gap (POETE) Page 51. Mass Care Services – Planning – Capability Gap (POETE) Page 54. Mass Search and Rescue Operations – Planning – Capability Gap (POETE) Page 57. On-scene Security, Protection, and Law Enforcement – Planning – Capability Gap (POETE) Page 59. Operational Communications – Planning – Capability Gap (POETE) Page 63. Public Health, Healthcare, and Emergency Medical Services – Planning – Capability Gap (POETE) Page 66. Situational Assessment – Planning – Capability Gap (POETE) Page 68. Infrastructure Systems – Planning – Capability Gap (POETE) Page 71. Economic Recovery – Planning – Capability Gap (POETE) Page 73. Health and Social Services – Planning – Capability Gap (POETE) Page 77. Natural and Cultural Resources – Planning – Capability Gap (POETE) Page 75. Housing – Planning – Capability Gap (POETE)

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
The goals and objectives of this project will address 23 of the 32 Core Capability gaps identified and supported throughout the RGCOG 2021 SPR. With the added specialist, the Office of Emergency Management will be able to increase local and regional community preparedness, enhance local and regional emergency response; maintain, evaluate, and revise mitigation and recovery plans; review and develop continuity of operations/government plans for the county of El Paso and its seven jurisdictions, and create additional local and regional training and exercises.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)
3.1.3 Provide technical assistance and training to local jurisdictions to encourage the development of hazard mitigation plans based on vulnerability assessments.

Target Group :
Identify the target group and population expected to benefit from this project.
The funds for this project will be administered by The El Paso Office of Emergency Management; which is under the El Paso Fire Department, City of El Paso. Therefore, City of El Paso will be the main beneficiary and administration of the grant falls under the City of El Paso Office of the Comptroller grant administration rules. The target group and population expected to benefit from this project includes The El Paso City/County Office of Emergency Management, the County of El Paso, its seven incorporated cities and unincorporated areas for a population of over 835,000. Due to mutual aid agreements and regional response capabilities (Hazardous Materials, USAR, etc.) that the project supports, additional benefits would include the cities and counties that make up Texas Disaster District 8, Dona Ana County in southern New Mexico, and Ciudad Juarez (sister city agreements) making up a regional benefit of over 2.5 million people.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
Due to budget constraints, loss of UASI and limited EMPG funding, the Office of Emergency Management will continue to seek SHSP funding to keep the specialist position beyond the project period.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".
Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Planning and Community Preparedness	100.00	Emergency Management Specialist - This is a continuation of a full-time position to assist in coordination of disaster response or crisis management activities, provide disaster preparedness training, and prepare draft emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, or technological (e.g., nuclear power plant emergencies, hazardous materials spills) disasters or hostage situations. Involves: Research and maintenance of emergency management plans for the El Paso City/County region such as disaster recovery, communications, Emergency Operations Center (EOC) Activation Guide, Continuity of Government, Continuity of Operations for city and county departments and resource management. Coordinate and train volunteers in emergency preparedness activities. This is a continuation of a full time position that we will keep for a one-year performance period.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of community preparedness (CCP, CERT or other similar agency sponsored programs) events held.	10
Number of exercises conducted.	8
Number of individuals participating in exercises.	950
Number of people trained.	450
Number of planning/coordination meetings attended.	36
Number of planning/coordination meetings conducted (including whole community as appropriate).	36
Number of plans developed or updated.	50
Number of plans reviewed.	36
Number of trainings conducted.	10

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of individuals from stakeholder organizations participating in planning/coordination meetings.	100
Number of people participating in community preparedness events.	320
Number of stakeholder organizations participating in planning/coordination meetings.	2000

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. **Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;**
2. **A commitment to provide all applicable matching funds;**
3. **A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and**
4. **A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.**

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the Upload.Files tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
_ Yes
X No

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either No or N/A above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
9/1/2022
Enter the End Date [mm/dd/yyyy]:
8/31/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
117426663
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
3787766

Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected Yes above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/31/2021

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- **Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;**
- **Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or**
- **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.**

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers YES to the FIRST statement but NO to the SECOND statement listed below.
In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered YES to the FIRST statement and NO to the SECOND statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: ''Total compensation'' means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).
Position 1 - Name:
Position 1 - Total Compensation ($):
0
Position 2 - Name:
Position 2 - Total Compensation ($):
0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0
Position 5 - Name:
Position 5 - Total Compensation ($):
0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Develop/enhance homeland security/emergency management organization and structure

Capabilities

Core Capability: Planning

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

_X_Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Develop and maintain Emergency Management Plans for El Paso Region.; Completion Date: 12-01-2022
Milestone: Provide disaster and terrorism preparedness training to El Paso Region.; Completion Date: 05-01-2023
Milestone: Update plans and coordination meetings and actions completed.; Completion Date: 08-31-2023

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

***** FOR PROFIT CORPORATIONS ONLY *****

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Planner (Planning)	Emergency Management Specialist - This Is a continuation of a full-time position to assist in coordination of disaster response or crisis management activities, provide disaster preparedness training, and prepare draft emergency plans and procedures for natural (e.g., hurricanes, floods, earthquakes), wartime, or technological (e.g., nuclear power plant emergencies, hazardous materials spills) disasters or hostage situations. Involves: Research and maintain emergency management plans for the El Paso City/County region such as disaster recovery, communications, Emergency Operations Center (EOC) Activation Gulde, Continuity of Government, Continuity of Operations for city and county departments and resource management. Coordinate and train volunteers In emergency preparedness activities. This is a continuation of a full time position that we will keep for a one-year performance period - September 1, 2022 through August 31, 2023.	$61,439.29	$0.00	$0.00	$0.00	$61,439.29	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$61,439.29	$0.00	$0.00	$0.00	$61,439.29

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$61,439.29	$0.00	$0.00	$0.00	$61,439.29

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as User Name: MuroAX

File #: 22-130, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 2951008 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $97,982.00 for the period from September 1, 2022 through August 31, 2023, for the project that supports a Regional Hazardous Materials Team, Water Rescue Team, Search and Rescue Team, and a Special Rescue Team; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that in the event of loss of misuse of the grant funds, the City of El Paso assures that it will return the funds of the office of the Governor in full.

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

AGENDA DATE: February 1, 2022
PUBLIC HEARING DATE: February 1, 2022

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.3 Increase public safety operational efficiency

SUBJECT:
That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 2951008 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $97,982.00 for the period from September 1, 2022 through August 31, 2023, for the project that supports a Regional Hazardous Materials Team, Water Rescue Team, Search and Rescue Team, and a Special Rescue Team; and that the City of El Paso shall provide all applicable matching funds for said grant if applicable; and that in the event of loss of misuse of the grant funds, the City of El Paso assures that it will return the funds of the office of the Governor in full.

BACKGROUND / DISCUSSION:
This project will assist with the sustainment and improve the El Paso Fire Department's ability to protect, respond and recover from incidents that originate from acts of terrorism (internationally or domestically), technological or natural disasters and accidentally caused human events. El Paso's specialized teams support the following core capabilities: operational coordination, threat and hazard identification, environmental response/health and safety, situational assessment and mass search and rescue operations. The identified purchase items include PPE for HazMat, Aqua Eye for Water Rescue in local canals and calibration gas for the hazardous materials air monitoring program.

PRIOR COUNCIL ACTION:
On March 2, 2021, the City Council authorized the City Manager or designee to submit the FY2021 Sustainment of Fire Department Special Response Teams" grant application through the Texas Office of the Governor. The grant was awarded to the City of El Paso in the amount of $95,000.00.

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Fire Department
SECONDARY DEPARTMENT: Office of the Comptrollers, GAD

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

DEPARTMENT HEAD:

_____

Revised 04/09/2021

RESOLUTION

WHEREAS, the City of El Paso (the "City") is eligible to apply for grants through the State Homeland Security Program (SHSP) grant program entitled "Sustainment of Fire Department Special Response Teams"; and

WHEREAS, the City's Fire Department seeks assistance in the sustainment of its ability to prepare, response, and recover from incidents as a result of terrorism; and

WHEREAS, there is a need to purchase and replace equipment that supports a Regional Hazardous Materials Team, Water Rescue Team, Search and Rescue Team, and a Special Rescue Team with confined space, high angle, structural collapse, and trench rescue capabilities; and

WHEREAS, the Grant requires no matching funds by the City;

WHEREAS, the City Council find that SHSP will assist local efforts to prevent terrorism and other catastrophic events and prepares for the threats and hazards that pose the greatest risk to the security of the community and the Rio Grande Council of Government region.

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

1. That the City Manager or designee is authorized to submit the State Homeland Security Program grant application number 2951008 for the project titled "Sustainment of Fire Department Special Response Teams" through the Texas Office of the Governor including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of $97,982.00 for the period from September 1, 2022 through August 31, 2023, for the project that supports a Regional Hazardous Materials Team, Water Rescue Team, Search and Rescue Team, and a Special Rescue Team; and

2. That the City of El Paso shall provide all applicable matching funds for said grant if applicable; and

3. That in the event of loss of misuse of the grant funds, the City of El Paso assures that it will return the funds of the office of the Governor in full.

APPROVED THIS _____ DAY OF _____ , 2022.

(Signatures on following page)

CITY OF EL PASO, TEXAS

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

Declined ☐ Denied ☐ Awarded ☐ PSGrant#_____

GRANT INFORMATION FORM (GIF)

Complete either side A or if awarded, complete side B in this same form

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards, and/or grant contract amendments. After completing either side, please forward to the GAD Office at Grants-1@elpasotexas.gov. Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing. Please use the same GIF to complete Part A & Part B so it is all kept on the same sheet.

Department Fire Department

DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION

A1. Department Programmatic Contact Person

Name: Kevin D. Dieter
Title: Special Operations / OEM Battalion Chief
Phone No.: (915) 838-3263
Email: DieterKD@elpasotexas.gov

A2. Grant Data

Funding Agency: Department of Homeland Security (SHSP)
Grant Name: Sustainment of Fire Department Special Response Team
CFDA/ALN: 97.067 N/A ☐
Application Due Date: 2/10/2022 at 5pm CST
Requires Signature or Review from:
Mayor ☐ City Manager ☐ Legal Review ☐

A3. Financial Data

Amount of Grant Funding Request:	$	97,982.00
Amount of Matching Funds Requested:	$	0.00
Amount of In-Kind Funds and/or Additional City Contributions:	$	0.00
Total Amount Requested:	$	97,982.00

A4. Grant Classification

☑ Competitive (award based on competition)
☐ Entitlement (a set of funds determined under a formula)
☐ Continuation (ongoing funding)

A5. City Match Certification

Has City Match been certified by the Department Director?
Yes ☐ No ☑ N/A ☐

Does this grant allow for operating/administrative costs?
Yes ☐ No ☑ % ☐ Amount $_____

How is the match amount determined?
☐ Fixed Amount: $_____
☐ Percentage of Project Cost: 0 %
☐ Other (Please explain): _____

For this fiscal year, how much of the local cash amount is already in the department's budget: $ _____

Not budgeted: $ _____

Proposed source of match:

B. CONTRACT/AGREEMENT/AMENDMENTS

B1. Department Financial Grant Contact Person

Name:
Title:
Phone No.:
Email:

B2. Grant Data

Funding Agency:
Grant Name:
Program Name:
Agency Contract No.:
Grant Type: Please Select
Pass through Agency:
Grant Start & End Date: Month Day Year - Month Day Year
New, Continuation, or Amendment: Please Select

B3. Financial Data

Post-Award Amount: (As indicated in the grant contract/ agreement)	$	
Actual Amount of Cash Match:	$	
Actual Amount of In-Kind:	$	
Total Award for Project/Program:	$	0.00

B4.

☐ CM Signature required
☐ Mayor Signature required
☐ City Council approval required

B5.

Grant Accounting String: _____

City Match Accounting String: _____

Comments:
The approximately 2.7 million people of the region will benefit from this project in the State of Texas, New Mexico and the country of Mexico. Specifically, the El Paso Fire Department's Specialized teams to include Hazardous Materials Team and Urban Search and Rescue team will benefit from the proposed project.

Brief Description of Grant:

The El Paso Fire Department's Special Response Team's mission is to protect, respond, and recover from incidents that may originate from acts of terrorism (internationally or domestically), technological or natural disasters, and accidentally caused human events. The El Paso Fire Department supports a regional Hazardous Materials Team, Special Rescue Team, Combined Search and Rescue Team and a Texas Task Force Water Rescue Team.

REQUIRED SIGNATURES

1. _____
Department Director Signature **Date**
Mario M. D'Agostino 01/18/2022
Printed Name of Department Director

2. Elda R. Hefner 01/19/2022
Grants Administration Division **Date**

3. J. Flores 01-24-2022
Legal Review **Date**

1. _____
Department Director Signature **Date**
_____
Printed Name of Department Director

2. _____
Grants Administration Division **Date**

3. _____
Legal Review **Date**

REV Sept 2021 Questions? Call the Grants Administration Division at (915) 212-1795

Print This Page

Agency Name: El Paso, City of
Grant/App: 2951008 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: Sustainment of Fire Department Special Response Teams
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:
Created on:1/7/2022 2:31:51 PM By:Kevin Dieter

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Sustainment of Fire Department Special Response Teams
Division or Unit to Administer the Project: Office of Emergency Management
Address Line 1: 6055 Threadgill Ave.
Address Line 2:
City/State/Zip: El Paso Texas 79924-6327
Start Date: 9/1/2022
End Date: 8/31/2023

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,El Paso,Hudspeth,Jeff Davis,Presidio

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Kevin Dieter
Email: dieterkd@elpasotexas.gov
Address 1: 300 N. Cambell
Address 1:
City: El Paso, Texas 79901
Phone: 915-838-3263 Other Phone:
Fax:
Title: Mr.
Salutation: Chief
Position: Special Operation Chief

Grant Writer
Name: Deborah Olivas
Email: Olivasd@elpasotexas.gov
Address 1: 416 N Stanton
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-5606 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Fiscal Operations Administrator

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014
Data Universal Numbering System (DUNS): 058873019

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.
National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.
Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

> **<u>Deduction Method</u> - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.**
>
> **<u>Asset Seizures and Forfeitures</u> - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).**

Program Requirements

Building and Sustaining Core Capabilities

1. **All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.**
2. **Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.**
3. **Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.**

Mission Areas
The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.**
- **Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.**
- **Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.**
- **Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.**
- **Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.**

Nationwide Cyber Security Review
Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
X I certify to all of the application content and requirements.

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
This project will assist with the sustainment and improve the El Paso Fire Department's ability to protect, respond and recover from incidents that originate from acts of terrorism (internationally or domestically), technological or natural disasters and accidentally caused human events. The project supports a regional FEMA Type I Hazardous Materials Team and our local Urban Search and Rescue Team. El Paso's specialized teams support the following core capabilities: operational coordination, threat and hazard identification, environmental response/health and safety, situational assessment and mass search and rescue operations. The teams were created using UASI funding. The loss of funding severely threatens the ability for the teams to continue to provide the expected level of service both locally and regionally. The project addresses gaps with training and equipment needed to maintain and improve response and recovery abilities. The identified purchase items include PPE for HazMat, Aqua Eye for Water Rescue in local canals and calibration gas for the hazardous materials air monitoring program. This project will begin to close the gap for the response community of El Paso region. Without these investments in resources from this project, the ability to respond to acts of terrorism or calamity will be insufficient for the 2.7 million population of the region.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
The City and County of El Paso is located in remote West Texas, on the border with Juarez Mexico and the State

of New Mexico. State of Texas resources are over 12 hours away in the Central Standard Time (CST) zone, while the El Paso region is aligned on the Mountain Standard Time (MST) zone. The next comparable metropolitan areas are Albuquerque, New Mexico, Tucson or Phoenix, Arizona. The Paso Del Norte region is recognized by local, state and federal agencies as an urban island. Given the isolation and unique problems of immediate border issues, El Paso uses a whole community approach with local, tribal, state, interstate, federal and international partners. El Paso's specialized teams are the only teams in the extreme West Texas region with the capability to protect communities from the consequences of all hazards, both natural and human caused. The potential for terrorist activities grows daily. El Paso supports a FEMA Type I Hazardous Materials Team, Local Urban Search and Rescue Team, Special Rescue team, and a Water Rescue Team which is deployable with Texas A&M Task Force One (TX-TF1). These teams are needed in the region to reduce the risk of chemical, biological, radiological, nuclear, and high-yield explosives (CBRNE) incidents through early detection and identification. These teams increase the state's ability to minimize damage and loss of life due to terrorism and criminal attacks through their emergency response. Specific issues faced by the community are acts of domestic and international terrorism, the ongoing violence due to drug trafficking, international mass migration, human smuggling, daily transportation of hazardous materials across the border, and public health emergency outbreaks. Within the RGCOG Threat and Hazard Identification and Risk Assessment (THIRA) 2021 identifies two scenarios in which the equipment provided by this project would help to close defined capability gaps. As identified in the RGCOG THIRA (page 7 & 10), during a human-caused terrorist chemical attack (pages 10 & 11), the El Paso Fire Department Specialty Teams play a significant role in hazard mitigation, response, intelligence gathering, and recovery for the region.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.
The El Paso Fire Department supports four specialized teams. These teams include a Regional Hazardous Materials Team, Water Rescue Team, Search and Rescue Team, and a Special Rescue Team with confined space, high angle, structural collapse, and trench rescue capabilities. Current resources that support these specialized teams and projects include a designated department (Special Operations) specifically meant to address the needs of the teams. There is a yearly city budget designated for special operations that is to be spent for all teams equipment, travel, and training. We are replacing older HazMat suits and replacing older equipment.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
Environmental Response/Health and Safety, Page 44 Within 1 hour of an incident, assess, contain, and begin cleaning up hazardous material releases from 1 hazmat release sites. Within 3 hours of a hazmat incident, complete decontamination procedures for 9-15 exposed individuals (hazmat-related incidents).

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
The El Paso Fire Department has a Type I Hazardous Materials Response team which provides response capability to the cities and county of El Paso, Texas as well as region 4 of TDEM and the State of New Mexico. Equipment and maintenance of key equipment enable this capability. Three different vendor systems (MSA, Honeywell, Dräger) are used to measure the quality of air during a hazmat incident. Maintenance of the air monitoring program requires a routine replacement of sensors and calibration gas to provide accuracy. The impact of having reliable equipment employed to monitor the air quality increases the safety of the hazmat personnel, the immediately effected victims and community at large. All of which are identified as current capability gaps within the 2021 RGCOG SPR.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
2.2.1 Strengthen statewide capability to detect, confirm, analyze, and assess chemical, biological, radiological, and nuclear events.

Target Group :
Identify the target group and population expected to benefit from this project.
The approximately 2.7 million people of the region will benefit from this project in the States of Texas, New Mexico and the country of Mexico. Specifically, the El Paso Fire Department's' Specialized teams to include Hazardous Materials Team and Urban Search and Rescue team will benefit from the proposed project.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
Sustainment costs will be absorbed by budgets of the City and County of El Paso, Texas.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Support of First Responder Capabilities	100.00	This project will support the El Paso Fire Departments' Specialty teams to include the Hazardous Materials Team and our Urban Search and Rescue Teams ability to protect, respond and recover from incidents as a result of terrorism. The teams were created using UASI funding and the loss of funding severely threatens the ability for the teams to continue to provide the expected level of service both locally and regionally.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of exercises conducted.	0
Number of First Responder or EMC personnel provided with new or updated equipment.	130
Number of individuals participating in exercises.	0
Number of people trained.	0
Number of Special Response Teams created, maintained or enhanced.	4
Number of trainings conducted.	0

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. **Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;**
2. **A commitment to provide all applicable matching funds;**
3. **A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and**
4. **A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.**

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the Upload.Files tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
_ Yes
X No

For applicant agencies that selected Yes above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either No or N/A above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
9/1/2022
Enter the End Date [mm/dd/yyyy]:

8/31/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:
Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
117426663
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
3787766

Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected Yes above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/31/2021

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):
- **Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;**
- **Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or**
- **Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.**

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers YES to the FIRST statement but NO to the SECOND statement listed below.
In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered YES to the FIRST statement and NO to the SECOND statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: ''Total compensation'' means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).
Position 1 - Name:
Position 1 - Total Compensation ($):
0
Position 2 - Name:
Position 2 - Total Compensation ($):
0
Position 3 - Name:
Position 3 - Total Compensation ($):
0
Position 4 - Name:
Position 4 - Total Compensation ($):
0
Position 5 - Name:
Position 5 - Total Compensation ($):
0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: Environmental Response/Health and Safety

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

_X_Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Begin the procurement and purchasing for equipment.; Completion Date: 12-01-2022

Milestone: Begin to purchase Equipment; Completion Date: 03-31-2023
Milestone: Complete any additional purchases of equipment and disseminate upon arrival; Completion Date: 06-30-2023
Milestone: Confirm all equipment has been purchases and received, start to close out the grant.; Completion Date: 08-31-2023

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool: Hazardous Materials Response Team, Structural Collapse Team, Stillwater/Flood search and rescue team

Enter the ID of the typed resources from the Resource Type Library Tool: 4-508-1248, 8-508-1159, 8-508-1264

Fiscal Capability Information

Section 1: Organizational Information

***** FOR PROFIT CORPORATIONS ONLY *****

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH	IN-	GPI	TOTAL	UNIT/%

				MATCH	KIND MATCH			
Equipment	03OE-03-DAMS Devices, Containment/Diversion	TK47753295T Absorbent Pad Spill Control - Fluids Absorbed Chemical Hazmat Absorbency	$388.75	$0.00	$0.00	$0.00	$388.75	2
Equipment	03OE-03-DAMS Devices, Containment/Diversion	TK47753298T Absorbent Sock Spill Control - Fluids Absorbed Universal Volume Absorbed	$118.14	$0.00	$0.00	$0.00	$118.14	3
Equipment	03SR-02-TPEL Tools, Power, Electric	DEWALT Full-Size, Reciprocating Saw Kit, 1 1/8 in Stroke Length, 3,000 Max. Strokes per Minute. Item # 11A179. .	$1,202.78	$0.00	$0.00	$0.00	$1,202.78	2
Equipment	03SR-02-TPEL Tools, Power, Electric	Big Foot Blade, Circular Saw, Carbide tip, 10-1/4", 28 teeth, Item BF 10 1/4 36 tooth general	$221.94	$0.00	$0.00	$0.00	$221.94	6
Equipment	03SR-02-TPEL Tools, Power, Electric	Big Foot Saw, circular, electric, 10-1/4" heavy-duty, w/case	$780.00	$0.00	$0.00	$0.00	$780.00	2
Equipment	03SR-02-TRIG Tools, Heavy Rigging	CMC Rope Rescue Kit-MPD Rigging Item # 501135	$7,546.00	$0.00	$0.00	$0.00	$7,546.00	1
Equipment	03WA-01-WACC Housings and Accessories, Underwater/Waterproof	Motorola Water proof bag Item # HLN9985B	$465.00	$0.00	$0.00	$0.00	$465.00	18
Equipment	03WA-02-SONR Sonar, Imaging	Aqua eye Nanuk 920 kit	$11,150.00	$0.00	$0.00	$0.00	$11,150.00	1
Equipment	04AP-02-DGPS Device, Global Positionin System (GPS)	Garmin GPS (global positioning satellite) receivers, handheld portable, WAAS capable, compatible with Garmin Mapsource	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	8

		software, battery operated, with Carrying case, Lanyard, USB data cable, external magnetic mount antenna and Cigar lighter adapter. Item # 64ST, 66ST						
Equipment	06CP-01-PORT Radio, Portable	Air Band Portable Radio: ICOM IC-A-16 Transceiver.	$540.00	$0.00	$0.00	$0.00	$540.00	2
Equipment	07CD-01-MONO Detector, Single Chemical Sensor	Drager Pac 6000 CO	$5,400.00	$0.00	$0.00	$0.00	$5,400.00	25
Equipment	07RS-01-AFCB Equipment, Air Sampling	MSA Air Monitoring Instruments: Lit Xcell O2 Sensor	$1,147.85	$0.00	$0.00	$0.00	$1,147.85	5
Equipment	07RS-01-AFCB Equipment, Air Sampling	MSA Air Monitoring Instruments: Kit Xcell Combustible Sensor	$1,339.50	$0.00	$0.00	$0.00	$1,339.50	5
Equipment	07RS-01-AFCB Equipment, Air Sampling	MSA Air Monitoring Instruments: Sensors altair Pro/ Altair 5 HCN	$2,250.00	$0.00	$0.00	$0.00	$2,250.00	5
Equipment	07RS-01-AFCB Equipment, Air Sampling	MSA Air Monitoring Instruments: Kit Xcell Two-Tox Sensors	$1,550.00	$0.00	$0.00	$0.00	$1,550.00	5
Equipment	07RS-01-AFCB Equipment, Air Sampling	MSA Air Monitoring Instruments: Lit Xcell NH3 Sensors	$1,280.00	$0.00	$0.00	$0.00	$1,280.00	2
Equipment	07RS-01-AFCB Equipment, Air Sampling	MSA Air Sampling Equipment Calibration Gas	$2,800.00	$0.00	$0.00	$0.00	$2,800.00	7
Equipment	08D2-03-TDED Equipment, Technical Decontamination - Dry	TK47753292T Overpack Drum Drum Capacity 95 gal Primary Drum Packing Group I of Hazardous	$1,850.93	$0.00	$0.00	$0.00	$1,850.93	7

		Materials II and III						
Equipment	08D2-03-TDED Equipment, Technical Decontamination - Dry	TK47753300T Salvage Drum Drum Head Packing Group I of Hazardous Materials II and III of Hazardous Materials	$255.00	$0.00	$0.00	$0.00	$255.00	2
Equipment	08D2-03-TDED Equipment, Technical Decontamination - Dry	TK47753302T Transport Drum Capacity 96 gal Packing Group I of Hazardous Materials II and III of Hazardous Materials	$851.25	$0.00	$0.00	$0.00	$851.25	3
Supplies and Direct Operating Expenses	10BC-00-BATT Batteries, All Types, Sizes	DEWALT Battery, 6 Ah, Li-Ion, 20V DC/60V DC. Item # 48XP89 Quantity: 4.	$845.00	$0.00	$0.00	$0.00	$845.00	0
Supplies and Direct Operating Expenses	01UR-01-HLMT Helmet, Rescue and Recovery, Protective, Technical Rescue Incidents, NFPA 1951	Team Wendy SAR Yellow Tactical Helmets, quantity: 6	$1,950.00	$0.00	$0.00	$0.00	$1,950.00	0
Supplies and Direct Operating Expenses	01UR-01-HLMT Helmet, Rescue and Recovery, Protective, Technical Rescue Incidents, NFPA 1951	Team Wendy SAR RED Tactical Helmets (Comsar) Quantity: 6	$1,950.00	$0.00	$0.00	$0.00	$1,950.00	0
Supplies and Direct Operating Expenses	01VF-01-ENSM Ensemble, Vapor-Protective, with Optional Flash Fire Protection, NFPA 1991	Kappler - KAP F5H582-91 XL - Frontline 500, Level A Suit, XL Quantity: 4	$9,526.93	$0.00	$0.00	$0.00	$9,526.93	0
Supplies and Direct Operating Expenses	01VF-01-ENSM Ensemble, Vapor-Protective, with Optional Flash Fire Protection, NFPA 1991	Kappler - KAP F5H582-91 XXL - Frontline 500, Level A Suit, XXL Quantity: 4	$9,526.93	$0.00	$0.00	$0.00	$9,526.93	0
Supplies and Direct Operating Expenses	01VF-01-ENSM Ensemble, Vapor-Protective, with Optional Flash Fire Protection, NFPA 1991	Kappler - KAP F5H582-91 XXXL - Frontline 500, Level A Suit, XXXL Quantity: 1	$2,410.00	$0.00	$0.00	$0.00	$2,410.00	0
Supplies and Direct Operating Expenses	01VT-02-FTWR Footwear, Vapor-Protective, NFPA 1991	TK47753299T Rubber Boot Shoe Style Knee Toe Type Steel Footwear Sole	$1,050.00	$0.00	$0.00	$0.00	$1,050.00	0

		Pattern Ultragrip Sipe Insulated Quantity: 10						
Supplies and Direct Operating Expenses	01VT-02-GLOV Gloves, Vapor-Protective, NFPA 1991	TK47753294T Chemical Resistant Gloves Natural Rubber Latex Palm and Fingers 50 mil Quantity : 7	$570.00	$0.00	$0.00	$0.00	$570.00	0
Supplies and Direct Operating Expenses	01WA-05-FINS Fins, Diving, Contaminated Water	CMC US DIVERS SHREDDER SAR SWIM FINS, item # 474150, Quantity : 18	$1,600.00	$0.00	$0.00	$0.00	$1,600.00	0
Supplies and Direct Operating Expenses	01WA-05-TTHR Tether, Diving, Contaminated Water Operations	CMC WATER RESCUE TETHER, item # 201707 Quantity: 21	$2,150.00	$0.00	$0.00	$0.00	$2,150.00	0
Supplies and Direct Operating Expenses	01WA-06-HRNS Harness, Diving	CMC WATER-RESISTANT RADIO HARNESS item # 240041 Quantity: 9	$1,400.00	$0.00	$0.00	$0.00	$1,400.00	0
Supplies and Direct Operating Expenses	01ZA-06-TAPE Tape, Protective Garment Interface	Team Wendy SOLAS REFLECTIVE KIT, Quantity: 6	$130.00	$0.00	$0.00	$0.00	$130.00	0
Supplies and Direct Operating Expenses	01ZP-00-GBAG Bag/Box, Ensemble Gear Storage	CMC AZTEK PROSERIES® SYSTEM, item # 500104, Quantity : 4	$1,800.00	$0.00	$0.00	$0.00	$1,800.00	0
Supplies and Direct Operating Expenses	01ZP-00-GBAG Bag/Box, Ensemble Gear Storage	Condor Rip Away EMT Pouch Item #: MA41-010 Quantity: 30	$1,000.00	$0.00	$0.00	$0.00	$1,000.00	0
Supplies and Direct Operating Expenses	02PE-02-HLMT Equipment, Head and Face Protection, IED/EOD	Team Wendy Shroud Helmet adapter Quantity: 21	$225.00	$0.00	$0.00	$0.00	$225.00	0
Supplies and Direct Operating Expenses	03OE-05-ROPE Rope, Life Safety	CMC Rope, tag line, nylon, 200' lengths of 8mm, MTS 2,600 lbs., must meet or exceed NFPA 1983 Item # 293018	$150.00	$0.00	$0.00	$0.00	$150.00	0
Supplies and	03OE-05-ROPE	CMC 1/2 static	$286.00	$0.00	$0.00	$0.00	$286.00	0

Direct Operating Expenses	Rope, Life Safety	pro life line Red-200'						
Supplies and Direct Operating Expenses	03OE-05-ROPE Rope, Life Safety	CMC 1/2 static-pro Lifeline Blue 200'	$286.00	$0.00	$0.00	$0.00	$286.00	0
Supplies and Direct Operating Expenses	03OE-05-ROPE Rope, Life Safety	CMC 1/2 Static-Pro Lifeline Black 200'	$286.00	$0.00	$0.00	$0.00	$286.00	0
Supplies and Direct Operating Expenses	03OE-05-ROPE Rope, Life Safety	CMC 1/2 static pro Lifeline White 600'	$858.00	$0.00	$0.00	$0.00	$858.00	0
Supplies and Direct Operating Expenses	03OE-05-ROPH Hardware, Rappelling or Rescue Operations, Life Safety	Petzl Maestro L Belay/Lowering Device SKU: D024BA00 Amount 4	$2,200.00	$0.00	$0.00	$0.00	$2,200.00	0
Supplies and Direct Operating Expenses	03OE-05-ROPH Hardware, Rappelling or Rescue Operations, Life Safety	SCARAB® RESCUE TOOL Titanium SKU STI1 amount 3	$745.00	$0.00	$0.00	$0.00	$745.00	0
Supplies and Direct Operating Expenses	03OE-05-ROPH Hardware, Rappelling or Rescue Operations, Life Safety	CMC Rescue Pulley up to 13mm in diameter	$900.00	$0.00	$0.00	$0.00	$900.00	0
Supplies and Direct Operating Expenses	03OE-05-ROPH Hardware, Rappelling or Rescue Operations, Life Safety	CMC PROTECH™ ALUMINUM KEY-LOCK CARABINERS Amount: 25	$500.00	$0.00	$0.00	$0.00	$500.00	0
Supplies and Direct Operating Expenses	03OE-05-ROPH Hardware, Rappelling or Rescue Operations, Life Safety	PROSERIES® ALUMINUM KEY-LOCK CARABINERS (G-rated) item # 300221 Quantity: 60	$2,800.00	$0.00	$0.00	$0.00	$2,800.00	0
Supplies and Direct Operating Expenses	03OE-05-ROPH Hardware, Rappelling or Rescue Operations, Life Safety	SCARAB Rescue Tool Titanium SKU STI1 (Comsar) Quantity: 12	$3,100.00	$0.00	$0.00	$0.00	$3,100.00	0
Supplies and Direct Operating Expenses	06CC-01-CELL Communications and Computing Devise	CMC ENFORCER LOAD CELL KIT, item # 300750	$900.00	$0.00	$0.00	$0.00	$900.00	0
Supplies and Direct Operating Expenses	09ME-05-LITR Litters/Stretchers	Qtac EMS-R rescue skid	$2,700.00	$0.00	$0.00	$0.00	$2,700.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	$46,137.14	$0.00	$0.00	$0.00	$46,137.14
Supplies and Direct Operating Expenses	$51,844.86	$0.00	$0.00	$0.00	$51,844.86

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$97,982.00	$0.00	$0.00	$0.00	$97,982.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as User Name: dieterkd

File #: 22-132, **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 Humberto Talamantes, (915) 212-4309

AGENDA LANGUAGE:

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

That the El Paso City Council authorizes the submission of grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950708, for the City of El Paso Police Department project identified as "MATRIX El Paso Fusion Center Sustainment and Enhancement FY23" to provide financial assistance to the City of El Paso. Requesting $538,479.51, no cash match required. Grant period will be from September 1, 2022 - August 31, 2023. The City Manager or designee is authorized to apply for, accept, reject, alter, and/or terminate said grant, in addition to sign any related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant.

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

DEPARTMENT: Police

AGENDA DATE: February 1, 2022

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Chief Gregory Allen (915)212- 4302
Assistant Chief Humberto Talamantes, (915)212-4309

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

That the El Paso City Council authorizes the submission of grant application to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950708, for the City of El Paso Police Department project identified as "MATRIX El Paso Fusion Center Sustainment and Enhancement FY23" to provide financial assistance to the City of El Paso. Requesting $538,479.51, no cash match required. Grant period will be from September 1, 2022 – August 31, 2023.

BACKGROUND / DISCUSSION:
The Police Department's Fusion Center (MATRIX) was officially recognized by the State of Texas and the U.S. Department of Homeland Security in November 2010. Since 2008, the Police Department has been financially supporting the center's operation through Urban Area Security Initiative (UASI) and, more recently, State Homeland Security Program (SHSP) grant funding. Grant funds will be used to pay the salaries of the contract crime analysts, training and maintenance of the Fusion Center's software and hardware solutions.

PRIOR COUNCIL ACTION:
The grant application for SHSP MATRIX Fusion Center FY2021 was approved by city council on February 2, 2021. FY2020 was approved by city council on February 18, 2020.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD: Gregory Allen

RESOLUTION

WHEREAS, the City of El Paso (the "City") is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas ("HSGD"); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 2950708 for the El Paso Police Department project identified as "MATRIX El Paso Fusion Center Sustainment and Enhancement FY23"; and

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

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

1. **THAT,** the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 2950708, for the City of El Paso Police Department project identified as "MATRIX El Paso Fusion Center Sustainment and Enhancement FY23" to provide financial assistance to the City of El Paso.

2. **THAT,** the City of El Paso shall provide all applicable matching funds for said grant if applicable;

3. **THAT,** the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and

4. **THAT,** the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.

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

APPROVED this ___day of _____ 2022

CITY OF EL PASO

_____

Oscar Leeser
Mayor

ATTEST:

_____

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____

Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

For Gregory K. Allen
Chief of Police

Print This Page

Agency Name: El Paso, City of
Grant/App: 2950708 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: IISC MATRIX El Paso Fusion Center Sustainment and Enhancement
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:
Created on:1/3/2022 2:02:47 PM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: IISC MATRIX El Paso Fusion Center Sustainment and Enhancement
Division or Unit to Administer the Project: El Paso Police Department: Fusion Center
Address Line 1: 300 N. Campbell
Address Line 2:
City/State/Zip: El Paso Texas 79903-1402
Start Date: 9/1/2022
End Date: 8/31/2023

Regional Council of Goverments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,El Paso,Jeff Davis,Presidio

Grant Officials:
Authorized Official
Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official
Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director
Name: Ricardo Medina
Email: 2014@elpasotexas.gov
Address 1: 911 Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4003 Other Phone:
Fax:
Title: Mr.
Salutation: Lieutenant

Position: Lieutenant

Grant Writer
Name: Jessica Vargas
Email: C1692@elpasotexas.gov
Address 1: 911 N. Raynor
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4277 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Senior Grant Planner

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499009
Data Universal Numbering System (DUNS): 058873019

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

National Incident Management System (NIMS) Implementation
Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)
Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas
The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review
Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: https://www.cisecurity.org/ms-isac/services/ncsr/.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)
The state is responsible for ensuring that at least 25 percent (25%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Information Bulletin (IB) 412 which discusses eligible activities outlined in:

a. The National Prevention Framework;
b. The National Protection Framework where capabilities are shared with the prevention mission area;
c. Section 2006 of the Homeland Security Act of 2002, as amended; and
d. The FY 2007 Homeland Security Grant Program Guidance and Application Kit.

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.
X I certify to all of the application content and requirements.

Project Summary :
Briefly summarize the project, including proposed activities and intended impact.
The Multi-Agency Tactical Response Information eXchange (MATRIX), El Paso Fusion Center's project submission for the FY21 State Homeland Security Program will focus on the sustainment, maintenance, and enhancement of the Center's Critical Operational Capabilities (COCs), Enabling Capabilities (ECs), and the mitigation of capability gaps in Region VIII's THIRA. With this focus, the project will further support the augmentation of the Fusion Center's infrastructure and its relationship with the US DHS, the National Network of Fusion Centers, and the Texas Joint Crime Information Center. The project will directly support the Texas Homeland Security Strategic Plan's 2021 Goal 1 to prevent terrorist attacks and organized criminal activity in Texas and the National Preparedness Goals' (July 2020) core capabilities of Prevention and Mitigation. The project will directly maintain the Center's achieved abilities by sustainment of its current staff and systems and work to close the gap on capability deficiencies and target capabilities.

Problem Statement :
Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.
Pages 14 through 46 of the 2020 RGCOG Region VIII THIRA list threats and hazards to the region: (1) Flood, (2) Hazmat Release-Chemical, (3) Wildfire, (4) Active-Shooter, (5) Chemical Attack, and (6) Radiological. The project priority will be on prevention and protection, which are also the key component of 12 of the center's 32 Core Capabilities. Intrinsically this focus spans all mission areas facilitating the ability to deliver actionable intelligence that mitigates the impact of these threats and hazards. The specific focus of this project is to prevent the degradation of the center's standing capabilities and provide enhancements to support the achievement of the Region's capability targets delineated on page 14 - 46 of the THIRA. The project will accomplish this through sustainment of the center's key attributes that mitigate regional threats and deliver an increase in capabilities to achieve the THIRA's directed capability targets within the core capability areas of "Public Information and Warning," "Forensics and Attribution," "Intelligence and Information Sharing," "Interdiction and Disruption," and "Operational Communications." Moreover, an increase in capabilities that will expand the center's coverage and its ability to maintain situational acuity and provide timely and accurate information in all areas.

Existing Capability Levels :
Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.
The MATRIX Fusion Center is a federal and state-recognized fusion center and an integral part of the National Fusion Center Network. The Center is an essential resource in Region VIII's attainment of its capability targets and mitigation of its threats and hazards. The MATRIX Fusion Center is a continuing project and has been since FY2007 receiving SHSP funding each year. As of the last published assessment, the center's existing capability levels met or exceeded the US DHS's prescribe baseline capabilities. In addition during the previous granting period the MATRIX Fusion Center received and implemented a Gun Shot Detection System which enables the FUSION center to detect gun shots in REAL TIME. This technological addition aids the FUSION center to have early detection in effort to notify field deployment in real time in hopes of reducing potential loss of life and active shooter incidents.

Capability Gaps:
Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).
The project's activities will directly mitigate the 2021 RGCOG SPR capability gaps and provide the enhancements necessary to achieve the RGCOG Region VIII THIRA's capability targets. The project will accomplish this by increasing and sustaining funding in three areas: (1) As stated on SPR 2021 page 42, Maintain topic coverage as identified in the THIRA's capability targets and SPR's capability gaps; and, sustain funding of the existing four analysts to maintain current capabilities; (2) As stated on SPR 2021 Page 33, provide additional funding for crucial training for the analytical staff and leadership to augment capabilities and achieve the THIRA targets and close identified SPR gaps; and, (3) As stated in SPR 2021 Page 33, Figure 28, provide support for existing systems that will enhance the center's ability to gather intelligence and information, assess continuously, and develop reports and products for dissemination across Region VIII, the state, and the entire national fusion center network and intelligence community.

Impact Statement :
Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.
Strategy: This project supports the Information and Intelligence Sharing/Cooperation investment area, and will aid in preventing, preparing for, protecting against, and responding to acts of terrorism; help the State to meet its target capabilities; and otherwise reduce overall risk to the State by enhancing intelligence collection, integration, analysis, and information sharing capabilities and supporting cooperation among state, federal and local partners in all aspects of homeland security, such as counterterrorism, cybersecurity border security, immigration enforcement, and other areas critical to homeland security operations. In order to address the ever growing threat of cybersecurity the El Paso Fusion Center has assigned a Cybersecurity Analyst that is solely dedicated to cybersecurity threats and has been working in conjunction with the EOC/911 District to further bridge the gap. Impact: This project will close Intelligence and

Information Sharing capability gaps identified in the State's Stakeholder Preparedness Review (SPR) and address national priorities as outlined in the FY 2021 NOFO by helping to ensure effective execution of the intelligence cycle and sharing threat information with priority intelligence stakeholder agencies in accordance with the intelligence cycle and all dissemination protocols. Improvement of this capability / progress towards the Capability Target identified in the SPR will be measured and evaluated through the SPR quantitative review process, which assesses capabilities built, sustained, or lost over time. Collaboration: The recipient is not aware of any existing logistical, technological, legal, policy, or other impediments to collaborating, networking, sharing information, cooperating, and fostering a culture of national preparedness. In the event that such an impediment should be identified, the recipient will actively coordinate with relevant partners to alleviate and/or eliminate the impediment. The recipient will continue to collaborate with all partners to prevent, prepare for, protect against, and respond to acts of terrorism; meet target capabilities; support the national security mission of DHS and other federal agencies; and otherwise reduce the overall risk to the high-risk urban area, the State, or the Nation. Performance: This project will directly sustain the Fusion Center's current capabilities and performance and directly aligns with performance measures [2020.1-10, 2020.16-23]. We anticipate continued improvement in the quality and quantity of analytic production and responses to requests for information as a direct result of funding for this project.

Homeland Security Priority Actions:
Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises*.)
1.1.3 Enhance the state's capacity to identify, assess, monitor, and disrupt potential domestic terrorism and other mass casualty threats, particularly those that could impact special events, soft targets, and crowded places.

Target Group :
Identify the target group and population expected to benefit from this project.
Local, State, Tribal and Federal Law Enforcement Agencies in RGCOG Region VIII. Current effected population group is approximately 680,000 in El Paso County.

Long-Term Approach:
Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.
With this funding, The El Paso Police Department will be able to maintain a more efficient and effective regional response level. With funding, the El Paso Police Department will continue to improve response capabilities and quality of service to the citizens of El Paso and RGCOG area of responsibility. Without this funding, the capabilities of the El Paso Police Department are diminished. Other funding including confiscated and general funds would need to be explored to maintain the current capability levels of the department. Federal and State grants enable the department to maintain its current level of response.

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Information and Intelligence Sharing/Cooperation	100.00	The project's activities will consist of funding the salaries and benefits of the center's three Crime Analysts (Personnel), one Crime Analyst Manager (Personnel). Maintenance and support of the applications listed in this project's Contractual and Professional Services section of the budget. The activities also include funding for equipment to operate applications and travel funding to enhance analysts capabilities.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET

	LEVEL
Number of exercises conducted.	1
Number of individuals participating in exercises.	7
Number of intelligence and information sharing systems created, maintained or enhanced.	1
Number of intelligence products created.	1000
Number of people trained.	7
Number of trainings conducted.	1

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
Number of agencies actively participating in the Intelligence and Information Sharing program.	15
Number of agencies served by the interoperable communication system.	0
Number of intelligence products distributed/shared.	2500
Percent (%) of population that can be reached by emergency public information technologies.	0

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:
X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:
The City of El Paso, MATRIX – El Paso Fusion Center will monitor and assure that all contracts are executed in compliance with all applicable federal and state statutes, regulations, policies, guidelines and requirements, including, but not limited to, 2 CFR 200; the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of Federal and State funds for this project. The MATRIX - El Paso Fusion Center shall assign a project manager and information technology specialist to monitor and review the work and/or services performed by contract funded by these grant funds.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:
_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?
_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:
8/31/2022
Enter the End Date [mm/dd/yyyy]:
9/1/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars $) of Federal Grant Funds expended:
117426663
Enter the amount (in Whole Dollars $) of State Grant Funds expended:
3787766

Single Audit

Applicants who expend less than $750,000 in federal grant funding or less than $750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of $750,000 or more, or state grant funding of $750,000 or more during the most recently completed fiscal year?

Select the appropriate response:
X Yes
_ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:
8/30/2020

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.
In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation ($):

0

Position 2 - Name:

Position 2 - Total Compensation ($):

0

Position 3 - Name:

Position 3 - Total Compensation ($):

0

Position 4 - Name:

Position 4 - Total Compensation ($):

0

Position 5 - Name:

Position 5 - Total Compensation ($):

0

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance a terrorism intelligence/early warning system, center, or task force

Capabilities

Core Capability: Intelligence and Information Sharing

Identify if this investment focuses on building new capabilities or sustaining existing capabilities. : New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Shareable

___ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures

___ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute

Description: The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.

Process: Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Travel to National Fusion Center Training Conference; **Completion Date:** 12-31-2022
Milestone: Analysts will produce a variety of products to include but not limited to a daily executive summary, weekly auto theft summary, monthly firearms, gang booking, and narcotics reports. Case support for investigative units, threat assessments for major events in the AOR. Trends and analysis for crimes. .; **Completion Date:** 08-31-2023
Milestone: Add new Law Enforcement partners to the Fusion Center; **Completion Date:** 07-30-2023

NIMS Resources

___ Check if this project supports a NIMS typed resource

Enter the name of the typed resources from the Resource Type Library Tool:

Enter the ID of the typed resources from the Resource Type Library Tool:

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application
Enter the Year in which the Corporation was Founded: 0
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900
Enter the Employer Identification Number Assigned by the IRS: 0
Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:
Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:
Enter the Employer Identification Number Assigned by the IRS:
Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.
Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.
Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.
Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.
Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Analyst (Organization)	Crime Analyst Moreno is a full-	$54,993.33	$0.00	$0.00	$0.00	$54,993.33	100

		time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VII THIRA and State Preparedness Report (SPR). Salary period 09/01/2022 thru 08/31/2023						
Personnel	Analyst (Organization)	Crime Analyst Davis is a full-time employee who provides specialized analytical support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VII THIRA and State Preparedness Report (SPR). Salary period 09/01/2022 thru 08/31/2023.	$62,951.10	$0.00	$0.00	$0.00	$62,951.10	100
Personnel	Analyst (Organization)	Crime Analyst Alvarez is a full-time employee who provides specialized analytical	$61,456.68	$0.00	$0.00	$0.00	$61,456.68	100

		support and expertise to the Fusion Center's gathering, continuous assessment, and development of intelligence and information reports and products to attain and mitigate capability gaps identified in both Region VII THIRA and State Preparedness Report (SPR). Salary period 09/01/2022 thru 08/31/2023.						
Personnel	Manager (Organization)	Crime Analysis Manager Nicholas Emerick will manage intelligence and crime analysis functions, and coordinate intelligence with Federal, State, local, tribal and private sector agencies for the El Paso Police Department's Fusion Center. Supervise assigned personnel. Involves: Schedule, assign, instruct, guide and check work. Appraise employee performance. Provide for training and development. Enforce personnel rules and regulations and work behavior standards firmly and impartially. Counsel,	$81,101.45	$0.00	$0.00	$0.00	$81,101.45	100

		motivate and maintain harmony. Interview applicants. Recommend hiring, termination, transfers, discipline, merit pay or other employee status changes. Salary Period 09/01/2022 to 08/31/2023.						
Contractual and Professional Services	21GN-00-MAIN Maintenance	Forensic Logic CopLink - LE information sharing cloud based subscription and support renewal period: 09/01/2022 to 08/31/2023.	$27,318.90	$0.00	$0.00	$0.00	$27,318.90	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	ESRI - ArcGIS Server Advanced Enterprise Edition Maintenance Agreement, period 09/01/2022 to 08/31/2023	$11,880.00	$0.00	$0.00	$0.00	$11,880.00	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	Citizen Observer - TIP411 subcription and support for a web-based community notification systems including crime alerts, anonymous tips, smartphone apps, and social media publishing, period: 09/01/2022 to	$44,100.00	$0.00	$0.00	$0.00	$44,100.00	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	West Publishing - CLEAR for Law Enforcement. Through CLEAR's live	$34,545.02	$0.00	$0.00	$0.00	$34,545.02	0

		gateways and easy-to-use interface, you are quickly able to identify victims and persons of interest to ensure your officers on the streets are protected. Because you are able to see all information available, you can better plan and prepare for any situation you may face. Access to live phone recoreds, Real-Time Incarceration and Arrest Gateway, On demand fixed rate batch, Source Transparency, and customizable preferences. Period: 09/01/2022 to 08/31/2023						
Contractual and Professional Services	21GN-00-MAIN Maintenance	Vigilant - subscription to cloud-based private, license plate data collection, period 09/01/2022 to 08/31/2023	$54,060.00	$0.00	$0.00	$0.00	$54,060.00	0
Contractual and Professional Services	21GN-00-MAIN Maintenance	Dataminr-subscription for social media data collection, period 09/01/2022 to 08/31/2023	$20,000.00	$0.00	$0.00	$0.00	$20,000.00	0
Travel and Training	In-State Incidentals and/or Mileage (Training)	TX Fusion Center-Director, Crime Analysts and other staff to attend training events. Details TBD	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Travel and Training	In-State Incidentals and/or Mileage (Training)	Gang, Narcotics-Director, Crime Analysts and other staff to	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0

		attend training events. Details TBD						
Travel and Training	Out-of-State Incidentals and/or Mileage (Training)	Crime Analyst Conference-Director, Crime Analysts and other staff to attend training events. Details TBD	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0
Travel and Training	Out-of-State Incidentals and/or Mileage (Training)	National Fusion Center Training-Director, Crime Analysts and other staff to attend training events. Details TBD	$10,000.00	$0.00	$0.00	$0.00	$10,000.00	0
Equipment	04HW-01-INHW Hardware, Computer, Integrated	31 curved monitors for Fusion Center staff	$51,473.03	$0.00	$0.00	$0.00	$51,473.03	31
Equipment	04HW-01-INHW Hardware, Computer, Integrated	4 laptops for Crime Analysis Manager and 3 Crime Analysts	$6,800.00	$0.00	$0.00	$0.00	$6,800.00	4
Equipment	04HW-01-MOBL Computer, Mobile Data	4 mobile hot spots for remote assignments	$200.00	$0.00	$0.00	$0.00	$200.00	4
Supplies and Direct Operating Expenses	04HW-01-INHW - Hardware, Computer, Integrated	4 computer keyboards for Crime Analysis Manager and 3 Crime Analysts	$400.00	$0.00	$0.00	$0.00	$400.00	0
Supplies and Direct Operating Expenses	04HW-01-INHW - Hardware, Computer, Integrated	4 mice for Crime Analysis Manager and 3 Crime Analysts	$200.00	$0.00	$0.00	$0.00	$200.00	0
Supplies and Direct Operating Expenses	Office Supplies (Organization)	office supplies @ 2,000.00. Pens, Pencils, Markers, Highlighters, Paperclips, tape, rubber bands, spiral notebooks, writing pads, post-it notes, phone message pads, copy paper, pocket notebook, manila folders, hanging file folders, file	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0

		labels, index dividers, tabs, letter envelopes, catalog envelopes, shipping labels, Calendars, planners, staples, fasteners, glue sticks, binders ,business cards, thumb drives, calculators, scissors, stapler, staples, facial tissue, sanitizer, postage						

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$191,903.92	$0.00	$0.00	$0.00	$191,903.92
Equipment	$58,473.03	$0.00	$0.00	$0.00	$58,473.03
Personnel	$260,502.56	$0.00	$0.00	$0.00	$260,502.56
Supplies and Direct Operating Expenses	$2,600.00	$0.00	$0.00	$0.00	$2,600.00
Travel and Training	$25,000.00	$0.00	$0.00	$0.00	$25,000.00

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$538,479.51	$0.00	$0.00	$0.00	$538,479.51

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JYVargas

File #: 22-93, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 1, 2, 6, 7 and 8
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A)

ATTACHMENT A

SOLID WASTE LIENS

February 1, 2022

Address	Owner of Record	Amount	District
817 Merriman Dr.	Eaton Jack D & Merle	$326.00	1
1064 Los Moros Dr.	Cortes Carlos E B Rojas Maria Y	$440.13	1
611 Loretto Rd.	Espinosa Raul & Lillian M	$326.00	2
901 Carlotta Dr.	Dienes Miguel A	$444.50	6
227 Sofia Pl	Rubio Carlos Sr	$365.50	6
1025 Wyatt Dr.	Smyth Grisel A	$392.50	7
1029 Ranger Trl.	Rodarte Alfredo	$512.00	7
230 Pasodale Rd	Rodriguez Rosa M	$395.50	7
333 Kitt Rd	Gutierrez Armando Jr	$792.50	7
900 S. St. Vrain St.	Raynor Props LLC	$430.00	8
1300 E Paisano Dr.	Zapata Alfredo G	$409.50	8
252 Val Verde St	Hernandez Belen S	$557.00	8
321 Chermont Dr	Garcia Armando	$1,410.00	8
358 Wild Willow Dr	Cadogan Properties Inc	$312.00	8
208 Ward St	Vasquez Roberto	$323.00	8

RESOLUTION

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

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

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

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

> 817 Merriman Dr, more particularly described as Lot 6 (6543.50 Sq Ft), Block 37, West Hills #15 Subdivision, City of El Paso, El Paso County, Texas, PID #W145-999-0370-0600

to be $326.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS ($326.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 202__.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 1064 Los Moros Dr, more particularly described as Lot 17 (10000.00 Sq Ft), Block 2, Spanish Pines #1 Subdivision, City of El Paso, El Paso County, Texas, PID #S559-999-0020-1700

to be $440.13, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY AND 13/100 DOLLARS ($440.13) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 202___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 611 Loretto Rd, more particularly described as Lot S 26 Ft Of 10 & N 42 Ft Of 11 (7480 Sq Ft), Block 7, Loretto Place Subdivision, City of El Paso, El Paso County, Texas, PID #L681-999-0070-7300

to be $326.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SIX AND 00/100 DOLLARS ($326.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 202___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 901 Carlotta Dr, more particularly described as Lot 27, Block 5-D, LE BARRON PARK REPLAT B Subdivision, City of El Paso, El Paso County, Texas, PID #L217-999-005D-5300

to be $444.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY FOUR AND 50/100 DOLLARS ($444.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 202___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 227 Sofia Pl, more particularly described as Lot 15 & Tr 6-H Blk 43 Ysleta (0.03 Acre), Block 2, LONE STAR Subdivision, City of El Paso, El Paso County, Texas, PID #L639-999-0020-9700

to be $365.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY FIVE AND 50/100 DOLLARS ($365.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 202___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 1025 Wyatt Dr, more particularly described as TR 638 (8610 SQ FT), LOMA TERRACE #4-C Subdivision, City of El Paso, El Paso County, Texas, PID #L536-999-001D-5700

to be $392.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY TWO AND 50/100 DOLLARS ($392.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 202__

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 1029 Ranger Trl, more particularly described as Lot S 1/2 Of Tr 25 & N 12.5 Ft Of 26, Block , Rangers Rest Subdivision, City of El Paso, El Paso County, Texas, PID #R265-999-0010-9100

to be $512.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWELVE AND 00/100 DOLLARS ($512.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 202__.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 230 Pasodale Rd, more particularly described as Lot 10 EXC NWC (20 FT ON NELY- 20 FT ON SWLY-28.28 FT ON SELY) (16065.16 SQ FT), Block 4, PASODALE Subdivision, City of El Paso, El Paso County, Texas, PID #P591-999-0040-5100

to be $395.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY FIVE AND 50/100 DOLLARS ($395.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 202___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 333 Kitt Rd, more particularly described as S 138.82 FT OF W 76.88 FT OF 4 & E 78.96 FT OF 5, MC CUNE'S Subdivision, City of El Paso, El Paso County, Texas, PID #M238-999-0010-2100

to be $792.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED NINETY TWO AND 50/100 DOLLARS ($792.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 202___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 900 S St Vrain St, more particularly described as Lots 11 To 13 & Pt Of 14 (.66 Ft On St 45.0 Ft On N 1.33 Ft On E 45.0 Ft On S) (9640 Sq Ft), Block 36, Magoffin Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-0360-5000

to be $430.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of April, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY AND 00/100 DOLLARS ($430.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 202___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 1300 E Paisano Dr, more particularly described as Lot 11 To 15, Block 72, Magoffin Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-0720-4600

to be $409.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINE AND 50/100 DOLLARS ($409.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 202__.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202__ by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 252 Val Verde St, more particularly described as Lots 25 & 26 (7500 SQ FT) (7500 SQ FT), Block 7, VAL VERDE Subdivision, City of El Paso, El Paso County, Texas, PID #V088-999-0070-4100

to be $557.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of February, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FIFTY SEVEN AND 00/100 DOLLARS ($557.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 202___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 321 Chermont Dr, more particularly described as Lot 11 (7500 Sq Ft), Block 6, Crestmont Hills Subdivision, City of El Paso, El Paso County, Texas, PID #C942-999-0060-2100

to be $1410.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND FOUR HUNDRED TEN AND 00/100 DOLLARS ($1410.00) to be a lien on the above described property, said amount being due and

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

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

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

PASSED AND APPROVED this _____ day of _____, 202___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 358 Wild Willow Dr, more particularly described as Lot 2 (16649.37 SQ FT), Block 6, WILLOW BEND #2 Subdivision, City of El Paso, El Paso County, Texas, PID #W418-999-0060-0200

to be $312.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWELVE AND 00/100 DOLLARS ($312.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 202___.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

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

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

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

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

> 208 Ward St, more particularly described as Lot 7 (3537 SQ FT), Block 76-B, MAGOFFIN Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-076B-4300

to be $323.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of March, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY THREE AND 00/100 DOLLARS ($323.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 202__.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202___, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

File #: 22-111, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 4
Capital Improvement Department, Sam Rodriguez (915) 212-1845

AGENDA LANGUAGE:

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

That the City Manager is authorized to grant, on behalf of the City of El Paso, an electric easement to El Paso Electric for an overhead power extension over an undeveloped City of El Paso land tract. The power extension is for the benefit of the FAA and a communications system that they are developing. A sealed survey for the proposed easement has been prepare as part of the easement document. This is a federally funded project and there is no cost to the City of El Paso.

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

AGENDA DATE: 02/01/2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Sam Rodriguez, P.E., Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845
Claudia Garcia, Interim Purchasing Director, (915) 212-1181

DISTRICT(S) AFFECTED: 4
STRATEGIC GOAL: No. 5 Promote transparent and consistent communication amongst all members of the community
SUBGOAL: No. 5.2 – Leverage and expand the use of current and new technology to reduce inefficiencies and improve communications

SUBJECT:

That the City Manager is authorized to grant, on behalf of the City of El Paso, an electric easement to El Paso Electric for an overhead power extension over an undeveloped City of El Paso land tract. The power extension is for the benefit of the FAA and a communications system that they are developing. A sealed survey for the proposed easement has been prepared as part of the easement document. This is a federally funded project and there is no cost to the City of El Paso.

BACKGROUND / DISCUSSION:

A request for an electric power extension has been submitted to El Paso Electric by the FAA for a communications tower within the Franklin Mountain State Park vicinity. In order to comply with their request, EPE proposes to extend an upgraded power source to an existing overhead line from Mountain View Drive across the City tract. El Paso Electric is requesting a 15' wide easement over an undeveloped hillside to accommodate the line extension.

PRIOR COUNCIL ACTION:

(None)

AMOUNT AND SOURCE OF FUNDING:

Amount: No cost to the City of El Paso
Funding Source: N/A
Account String: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Jerry DeMuro/for
Sam Rodriguez, P.E.
Chief Operations and Transportation Officer, Aviation Director and City Engineer

Revised 04/09/2021

RESOLUTION

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

That the City Manager be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company said easement more particularly described as a portion of tract 1B31, Section 7, Block 81, Township 2, Texas and Pacific Railway Company Surveys, 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:

J. Flores
_____
Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

OVERHEAD ELECTRICAL 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 overhead electric system consisting of any and all necessary poles, cables, lines, wires, crossarms, guys and anchors for an above ground electric distribution and/or transmission system, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

> Portion of Tract 1B31, Section 7, Block 81, Township 2, Texas and Pacific Railway Company Surveys, El Paso County, Texas and more particularly shown on Exhibit "A" which is attached hereto and incorporated herein for all purposes.

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

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

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such easement. Grantee shall promptly restore to as good condition as before working thereon, and to the

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

J. Flores

Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for

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 _____, 20__ by **Tomás Gonzalez** as **City Manager** of the **City of El Paso**.

_____
Notary Public in and for
the State of Texas

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

GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Printed Name: Denise Garcia
Title: Supervisor – Land Management

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 20__ by **Denise 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

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
15 FEET E.P.E.C. EASEMENT

A 0.0584 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 1B31, Section 7, Block 81, Township 2, Texas and Pacific Railway Company Surveys and being more particularly described by metes and bounds as follows.

COMMENCING for reference at a concrete nail with shiner found at the right-of-way centerline intersection of Mountain View Drive (50 feet wide) and Zircon Drive (90 feet wide), ***WHENCE,*** a concrete nail with shiner found at the right-of-way centerline intersection of said Zircon Drive and Mountain Ash Drive (50 feet wide) bears, South 89°55'52" East, a distance of 216.40 feet (216.38 feet~record); ***THENCE,*** leaving said intersection of Mountain View Drive and Zircon Drive, North 00°04'08" East, a distance of 45.00 feet to the north right-of-way line of said Zircon Drive; ***THENCE,*** following the north right-of-way line of said Zircon Drive, North 89°55'52" West, at a distance of 4.58 feet pass the boundary line common to said Tract 1B31 and Tract 1B23, Section 7, Block 81, Township 2, Texas and Pacific Railway Company Surveys and continuing on for a total distance of 25.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, continuing along the north right-of-way line of said Zircon Drive, North 89°55'52" West, a distance of 15.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwest corner of the parcel herein described;

THENCE, leaving the north right-of-way line of said Zircon Drive, North 00°04'08" East, a distance of 169.71 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwest corner of the parcel herein described;

THENCE, South 89°55'52" East, a distance of 15.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner of the parcel herein described;

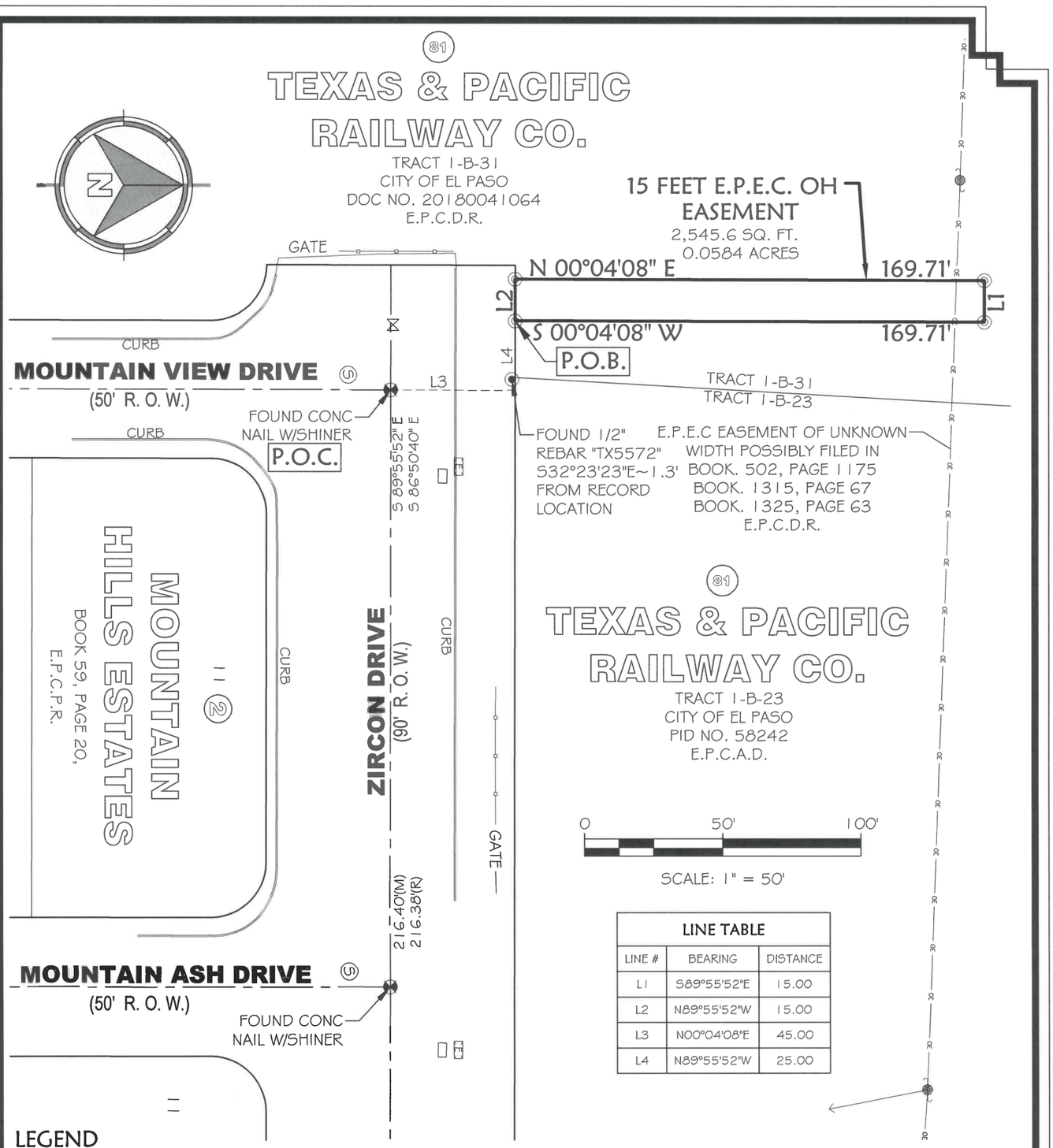
THENCE, South 00°04'08" West, a distance of 169.71 feet to the ***POINT OF BEGINNING***.

Said parcel containing 0.0584 acres (2,545.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, TX R. P. L. S. No. 6223
Date: March 24, 2021
05347-047- EPEC-15FT EASEMENT

STATE OF TEXAS REGISTERED AARON ALVARADO 6223 PROFESSIONAL LAND SURVEYOR

EXHIBIT "A-1"



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°55'52"E	15.00
L2	N89°55'52"W	15.00
L3	N00°04'08"E	45.00
L4	N89°55'52"W	25.00

LEGEND

- PROJECT BOUNDARY
- TRACT/LOT/RIGHT-OF-WAY LINE
- CENTERLINE OF RIGHT-OF-WAY
- GUARD RAIL
- OVERHEAD ELECTRIC LINE
- WATER VALVE
- POWER/UTILITY POLE
- GUY ANCHOR
- ELECTRIC BOX
- SET 1/2" REBAR WITH SURVEY CAP NO. "TX 6223"
- LOT NUMBER
- BLOCK NUMBER

REFERENCE NOTES

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NO. 4203, NORTH AMERICAN DATUM OF 1983 (N.A.D. 83), DETERMINED VIA THE EL PASO COUNTY VIRTUAL REFERENCE STATION (V.R.S.) NETWORK.

2. SUBJECT PROPERTY IS LOCATED IN ZONE "C" (DESIGNATES AREAS OF MINIMAL FLOODING) AS DETAILED ON CITY OF EL PASO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48021400 24B, DATED OCTOBER 15, 1982.

3. SUBDIVISION PLAT FOR MOUNTAIN HILLS ESTATES FILED IN BOOK 59, PAGE 20 OF THE EL PASO COUNTY PLAT RECORDS.

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

03/24/21

AARON ALVARADO, TX. R.P.L.S. NO. 6223

STATE OF TEXAS REGISTERED AARON ALVARADO 6223 PROFESSIONAL LAND SURVEYOR

15 FEET E.P.E.C. OVERHEAD EASEMENT

DRAWN BY: C.E. CHECKED BY: A.A. DATE: 03-24-2021 SCALE: 1" = 50'

A PORTION OF TRACT 1B31, SECTION 7, BLOCK 81, TOWNSHIP 2, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737
TBPLS REG. NO. 101314-00
417 EXECUTIVE CENTER~EL PASO, TX 79902~PH (915) 542-4900
FAX (915) 542-2867~WWW.BROCKBUSTILLOS.COM

FILE NO: 05347-047

Mar 24, 2021 - 11:10am aalvarado
S:\Projects\05347 - EL PASO ELECTRIC COMPANY\047- MOUNTAIN VIEW DR EASEMENT\05347-047-C3D\05347-047-MT VIEW EASE.dwg

EXHIBIT "A-2"

File #: 22-124, **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
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.

A Resolution authorizing City Manager or designee to sign a First Amendment to the Lease between the City of El Paso and Southwest Hyundai, L.P. related to the lease of the property commonly known as 8600 Montana Ave. to allow for the construction of improvements, the extension of the lease term for an additional 20 years, and the establishment of the rent amounts during the renewal terms.

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

DEPARTMENT: Capital Improvement Department

AGENDA DATE: February 1, 2022

CONTACT PERSON/PHONE: Sam Rodriguez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: **3**

STRATEGIC GOAL: No. # 6: Set the Standard for Sound Governance and Fiscal Management

SUBJECT: Resolution authorizing City Manager or designee to sign a First Amendment to the Lease between the City of El Paso and Southwest Hyundai, L.P. related to the lease of the property commonly known as 8600 Montana Ave. to allow for the construction of improvements, the extension of the lease term for an additional 20 years, and the establishment of the rent amounts during the renewal terms.

BACKGROUND / DISCUSSION:

The City of El Paso desires to amend the Lease between the City of El Paso and Southwest Hyundai, L.P to allow the construction of improvements, to extend the lease term for additional 20 years and establish the annual rental amount of $257,652.44 beginning April 1, 2026 with a 1% annual increase totaling $5,673,250.19 revenue to the City of El Paso for the 20 year term extension.

SELECTION SUMMARY:

N/A

PROTEST

☒ No protest received for this requirement.

☐ Protest received.

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

PPS FORM 001, Rev. 3, 8/9/2016
(Discard Previous Versions)

☐ District 5
☐ District 6
☐ District 7
☐ District 8
☐ All Districts

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

PPS FORM 001, Rev. 3, 8/9/2016
(Discard Previous Versions)

RESOLUTION

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

That the City Manager, or designee, is authorized to sign a First Amendment to Lease between the City of El Paso and Southwest Hyundai, L.P. related to the lease of the property commonly known as 8600 Montana Ave. to allow for the construction of improvements, the extension of the lease term for an additional 20 years, and the establishment of the rent amounts during the renewal terms. Further, that the City Manager, or designee, is authorized to exercise any rights under the lease and First Amendment, perform all duties under the lease and First Amendment, and sign any further amendments provided that such amendments do not increase the term or modify the rental amounts.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Sam Rodriguez
City Engineer

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is entered into this ____ day of (the "Effective Date") by and between the City of El Paso ("Lessor") and Southwest Hyundai, L.P. ("Lessee").

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement dated February 15, 2011 (the "Lease"), whereby Lessor leases to Lessee certain grounds and improvements at the Fire Department Administration building, located at 8600 Montana, El Paso, El Paso County, Texas 79925, as further described in such Lease (the "Premises"), and

WHEREAS, Lessee desires to conduct certain improvements at the Premises, and to extend the term of the Lease, and Lessor has agreed to permit Lessee to conduct such improvements and to so amend the terms of the Lease, as further provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant to amend the Lease as follows:

1.01 **Approval of Plans**. Lessee intends to conduct facility improvements and upgrades on the Premises, as further described by the plans and specifications attached and incorporated into this Amendment as Exhibit "A (the "Improvements"), and such Improvements are approved in all respects by Lessor and the Capital Assets and Real Estate Manager. Such plans and specifications for the Improvements may be nonmaterially modified without further approval by Lessor and the Capital Assets and Real Estate Manager, provided, however, that if the plans and specifications for the Improvements are materially modified, Lessee shall resubmit such plans and specifications to the Lessor and the Capital Assets and Real Estate Manager for approval, with such approval not to be unreasonably withheld. Notwithstanding this approval, Lessee will still be required to obtain the approval of other departments as required by applicable law in connection with the Improvements, such as Engineering, Municipal Services, or Building and Planning Services. For purposes of this Section, a material change to plans and specifications are any changes that negatively impact the cost or timelines of completion for the Improvements.

1.02 **Additional Renewal Terms**. The Lease is currently in the final Renewal Term provided by the Lease, which began on March 31, 2021 and will conclude on March 31, 2026 (the "Current Renewal Term"). Provided that Lessee is not in default of any terms of the Lease as amended by this Amendment, the Lease term shall automatically renew after the Current Renewal Term for up to four (4) additional terms of five (5) years each (each a "Renewal Term"), subject to Lessee's right to terminate by providing a Termination Notice as provided in the Lease.

1.03 **Rent During Renewal Terms**. Rent during the Renewal Terms after the Current Renewal Term shall be as follows:

YEAR	ANNUAL AMOUNT	MONTHLY AMOUNT
16	$257,652.44	$21,471.04
17	$260,228.97	$21,685.75
18	$262,831.26	$21,902.60
19	$265,459.57	$22,121.63

20	$268,114.17	$22,342.85
21	$270,795.31	$22,566.28
22	$273,503.26	$22,791.94
23	$276,238.29	$23,019.86
24	$279,000.68	$23,250.06
25	$281,790.68	$23,482.56
26	$284,608.59	$23,717.38
27	$287,454.68	$23,954.56
28	$290,329.22	$24,194.10
29	$293,232.52	$24,436.04
30	$296,164.84	$24,680.40
31	$299,126.49	$24,927.21
32	$302,117.75	$25,176.48
33	$305,138.93	$25,428.24
34	$308,190.32	$25,682.53
35	$311,272.22	$25,939.35

1.04 **Miscellaneous.** Except as contemplated by this Amendment, the Lease remains unmodified and in full force and effect between Lessor and Lessee. In the event of any conflict between this Amendment and the Lease, this Amendment shall control. Lessor and Lessee may execute this Amendment in counterparts, which may be exchanged electronically, and when combined shall constitute one binding instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Effective Date.

LESSOR: City of El Paso

_____
Tomas Gonzalez, City Manager

APPROVED AS TO FORM:

_____
L J P ,
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Samuel Rodriguez, City Engineer
Capital Improvement Department

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 20__, by _____, City Manager, City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ___ day of _____, 20__.

_____
Notary Public in and for the State of Texas
My Commission expires: _____

Lessee: Southwest Hyundai, L.P.

Name: John Rhodes
Title: Vice President

STATE OF ~~TEXAS~~ FLORIDA)

COUNTY OF ~~EL PASO~~ DADE)

This instrument was acknowledged before me on the 9TH day of DECEMBER, 2021 by JOHN RHODES on behalf of Southwest Hyundai, L.P.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 9TH day of DECEMBER, 2021

EDIT E. MONTERROSO
MY COMMISSION # HH 155685
EXPIRES: November 18, 2025
Bonded Thru Notary Public Underwriters

Notary Public in and for the State of ~~Texas~~ FLORIDA
My Commission expires: NOVEMBER 18, 2025

EXHIBIT A – Improvements
(Attached)

HYUNDAI OF EL PASO

8600 MONTANA AVE. EL PASO, TX 79925

Goree
Interiors | Architecture | Brand

5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
COVER

SHEET NUMBER
A000

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021

ARCHITECTURAL / INTERIOR ABBREVIATIONS

A.B.	- ANCHOR BOLT
A.C.T.	- ACOUSTICAL CEILING TILE
A.D.	- AREA DRAIN
A.F.F.	- ABOVE FINISH FLOOR
A.P.C.	- ACOUSTICAL PANEL CEILING
A.V.	- AUDIO VISUAL
A/C	- AIR CONDITIONING
ACC.	- ACCESSIBLE
ACOUS.	- ACOUSTICAL
ACS	- ACRYLIC SHEET
ADD.	- ADDITIONAL
ADJ.	- ADJUSTABLE
AGGR.	- AGGREGATE
ALT.	- ALTERNATE
ALUM.	- ALUMINUM
ANCH.	- ANCHOR
ANNO.	- ANODIZED
APPD.	- APPROVED
APPROX.	- APPROXIMATE
ARCH.	- ARCHITECTURAL
AUTO.	- AUTOMATIC
B.U.R.	- BUILT-UP ROOFING
BD.	- BOARD
BLDG.	- BUILDING
BLK.	- BLOCK
BM.	- BEAM
BOT.	- BOTTOM
BRK.	- BRICK
BSMT.	- BASEMENT
BT.	- BOLT
BYND.	- BEYOND
C.	- GYPSUM BOARD CEILING
C.B.	- CATCH BASIN
C.B.U.	- CEMENTITIOUS BACKER UNIT
C.BD.	- CHALK BOARD
C.G.	- CORNER GUARD
C.I.	- CAST IRON
C.I.P.	- CAST-IN PLACE
C.J.	- CONTROL JOIST / CONSTRUCTION JOINT
C.L.	- CENTER LINE
C.M.U.	- CONCRETE MASONRY UNITS
C.O.	- CLEANOUT
C.T.	- CERAMIC TILE
C.T.B.	- CERAMIC TILE BASE
C.W.	- COLD WATER (PIPING)
CAB.	- CABINET
CAT.	- CATEGORY
CEM.	- CEMENT
CER.	- CERAMIC
CH.	- CHILLER
CHAN.	- CHANNEL
CLG.	- CEILING
CLR.	- CLEAR
CNTR.	- COUNTER
COL.	- COLUMN
COMPART.	- COMPARTMENT
CONC.	- CONCRETE
COND.	- CONDITION
CONN.	- CONNECTION
CONT.	- CONTINUOUS
CONTR.	- CONTRACTOR
COORD.	- COORDINATE
CORR.	- CORRIDOR
CPT.	- CARPET
CTR.	- CENTER
D.	- DEEP, DEPTH
D.F.	- DRINKING FOUNTAIN
D.O.	- DOOR OPENING
D.P.	- DEMOUNTABLE PARTITION
D.PNT.	- DIMENSION POINT
D.W.	- DISHWASHER
DA.	- DISABLED
DBL.	- DOUBLE
DEG.	- DEGREE
DEMO.	- DEMOLITION
DEPT.	- DEPARTMENT
DET.	- DETAIL
DIA.	- DIAMETER
DIFF.	- DIFFUSER
DIM.	- DIMENSION
DISP.	- DISPENSER
DMPF.	- DAMPPROOFING
DMT.	- DEMOUNTABLE
DN.	- DOWN
DR.	- DOOR
DRN.	- DRAIN
DS.	- DOWNSPOUT
DWG.	- DRAWING
DWR.	- DRAWER
E.	- EAST
E.B.	- EXPANSION BOLT
E.D.F.	- ELECTRIC DRINKING FOUNTAIN
E.F.S.	- EXTERIOR FINISH SYSTEM
E.I.F.S.	- EXTERIOR INSULATION & FINISH SYSTEM
E.J.	- EXPANSION JOINT
E.P.	- ELECTRICAL PANELBOARD
E.W.C.	- ELECTRICAL WATER COOLER
EA.	- EACH
EL.	- ELEVATION
ELEC.	- ELECTRICAL
ELEV.	- ELEVATOR
EMERG.	- EMERGENCY
ENCL.	- ENCLOSURE
EQ.	- EQUAL
EQUIP.	- EQUIPMENT
ESCAL.	- ESCALATOR
EX.	- EXPOSED
EXH.	- EXHAUST
EXIST.	- EXISTING
EXP.	- EXPANSION
EXT.	- EXTERIOR
F.A.	- FIRE ALARM
F.B.	- FACE BRICK
F.D.	- FLOOR DRAIN
F.D.C.	- FIRE DEPARTMENT CONNECTION
F.E.	- FIRE EXTINGUISHER
F.E.B.	- FIRE EXTINGUISHER BRACKET
F.E.C.	- FIRE EXTINGUISHER CABINET
F.F.&E.	- FURNITURE, FIXTURE & EQUIPMENT
F.F.EL.	- FINISH FLOOR ELEVATION
F.H.C.	- FIRE HOSE CABINET
F.O.	- FACE OF
F.O.I.C.	- FURNITURE BY OWNER INSTALLED BY CONTRACTOR
F.P.	- FIRE PROTECTION
F.R.T.	- FIRE RETARDANT TREATED
F.R.T.W.	- FIRE RETARDANT TREATED WOOD
F.V.	- FIELD-VERIFY
F.W.C.	- FABRIC WALLCOVERING
F.W.P.	- FABRIC WRAPPED PANEL
FC.	- FACE
FDN.	- FOUNDATION
FIN.	- FINISH
FIXT.	- FIXTURE
FL.	- FLOOR
FLASH.	- FLASHING
FLUOR.	- FLUORESCENT
FPG.	- FIREPROOFING
FR.	- FRAME
FT.	- FOOT / FEET
FTG.	- FOOTING
FURN.	- FURNITURE
G.	- GROUND / GLASS
G.B.	- GRAB BAR
G.C.	- GENERAL CONTRACT(OR)
G.R.C.	- GLASS FIBER REINFORCED CONCRETE
G.R.G.	- GLASS FIBER REINFORCED GYPSUM
GA.	- GAUGE / GAGE
GALV.	- GALVANIZED
GL.	- GLASS
GR.	- GRADE
GRD.	- GROUND
GYP. BD.	- GYPSUM WALLBOARD
H.	- HIGH / HEIGHT
H.B.	- HOSE BIBB
H.C.	- HOLLOW CORE
H.M.	- HOLLOW METAL (STEEL FRAME)
H.O.	- HOLD-OPEN
H.P.	- HIGH POINT
H.R.C.	- HOSE REEL CABINET
H.S.	- HEAT STRENGTHENED (GLASS)
H.V.A.C.	- HEATING, VENTILATING, AIR CONDITIONING
H.W.	- HOT WATER
HCP.	- HANDICAP
HD.WD.	- HARD WOOD
HDW.	- HARDWARE
HNDRL.	- HANDRAIL
HORIZ.	- HORIZONTAL
HR.	. HOUR
HT.	- HEIGHT
HYDR.	- HYDRAULIC
I.D.	- INSIDE DIAMETER
I.P.S.	- INTERNATIONAL PIPE STANDARD
I.R.M.A.	- INVERTED ROOF MEMBRANE ASSEMBLY
IN.	- INCH
INCAND.	- INCANDESCENT
INCL.	- INCLUDED / INCLUDING
INFO.	- INFORMATION
INSUL.	- INSULATION
INT.	- INTERIOR
INTERM.	- INTERMEDIATE
INV.	- INVERT
J.C.	- JANITOR'S CLOSET
JAN.	- JANITOR
JST.	- JOIST
JT.	- JOINT
K.	- KIP (1000 LBF)
K.O.	- KNOCKOUT
K.PL.	- KICK PLATE
KG.	- KILOGRAM
KIT.	- KITCHEN
L.	- LONG
L.F.	- LINEAR FOOT
L.L.H.	- LONG LEG HORIZONTAL
L.L.V.	- LONG LEG VERTICAL
L.PT.	- LOW POINT
L.S.	- LANDSCAPE
L.V.T.	- LUXURY VINYL TILE
LAB.	- LABORATORY
LAM.	- LAMINATED / LAMINATION
LAV.	- LAVATORY
LB.	- POUND
LDG.	- LANDING
LKR.	- LOCKER
LN.	- LINE
LT.	- LIGHT
M.B.	- MACHINE BOLT
M.C.	- MEDIUM DENSITY CEILING
M.D.F.	- MEDIUM DENSITY FIBERBOARD
M.D.O.	- MEDIUM DENSITY OVERLAY PLYWOOD
M.E.P.	- MECHANICAL, ELECTRICAL, PLUMING
M.H.	- MANHOLE
M.O.	- MASONRY OPENING
M.S.	- MACHINE SCREW
MACH.	- MACHINE
MAINT.	- MAINTENANCE
MAS.	- MASONRY
MATL.	- MATERIAL
MAX.	- MAXIMUM
MBL.	- MARBLE
MECH.	- MECHANICAL
MEMB.	- MEMBRANE
MEZZ.	- MEZZANINE
MFR.	- MANUFACTURER
MIN.	- MINIMUM
MISC.	- MISCELLANEOUS
MK.B.	- MARKER BOARD
MM.	- MILLIMETER
MTD.	- MOUNTED
MTG.	- MOUNTING
MTL.	- METAL
MULL.	- MULLION
N.	- NORTH
N.C.	- NOISE CRITERIA
N.I.C.	- NOT IN CONTRACT
N.T.S.	- NOT TO SCALE
N/A	- NOT APPLICABLE
NO.	- NUMBER
NOM.	- NOMINAL
O.A.	- OUTSIDE AIR
O.C.	- ON CENTER
O.C.E.W.	- ON CENTER EACH WAY
O.D.	- OUTSIDE DIAMETER/DIMENSION
O.F.	- OVERFLOW
O.F.C.I.	- OWNER FURNISHED, CONTR INSTALLED
O.F.O.I.	- OWNER FURNISHED, OWNER INSTALLED
O.H.	- OVER HEAD
O.R.D.	- OVERFLOW ROOF DRAIN
OFF.	- OFFICE
OPNG.	- OPENING
OPP.	- OPPOSITE
OPP_HD.	- OPPOSITE HAND
OUTS.	- OUTSIDE
P.	- PAINT
P.BD.	- PARTICLEBOARD
P.C.	- PRECAST CONCRETE
P.D.F.	- POWER-DRIVEN FASTENER
P.F.	- POINT OF FROG
P.I.	- POINT OF INTERSECTION
P.L.F.	- POUNDS PER LINEAR FOOT
P.LAM.	- PLASTIC LAMINATE
P.S.F.	- POUNDS PER SQUARE FOOT
P.T.R.	- PAPER TOWEL RECEPTACLE
PA.T.D.	- PAPER TOWEL DISPENSER
PARTN.	- PARTITION
PERF.	- PERFORATED
PERIM.	- PERIMETER
PERP.	- PERPENDICULAR
PL.	- PLATE
PLAS.	- PLASTER
PLUMP.	- PLUMBING
PLYWD.	- PLYWOOD
PNL.	- PANEL
POL.	- POLISHED
PR.	- PAIR
PREFAB.	- PREFABRICATED
PROJ.	- PROJECT
PT.	- POINT
PTD.	- PAINTED
PVG.	- PAVING
QTY.	- QUANTITY
R.	- RADIUS OR RISER (PIPING)
R.A.	- RETURN AIR
R.B.	- RESILIENT BASE
R.C.P.	- REFLECTED CEILING PLAN
R.D.	- ROOF DRAIN
R.O.	- ROUGH OPENING
R.W.L.	- RAIN WATER LEADER
RAD.	- RADIUS
REC.	- RECESSED
RECOM.	- RECOMMENDED
RECPT.	- RECEPTACLE
REF.	- REFERENCE
REFL.	- REFLECTED / REFLECTIVE / REFLECT
REFR.	- REFRIGERATOR
REG.	- REGISTER
REINF.	- REINFORCED / REINFORCING
REL.	- RELOCATE, RELOCATED
REM.	- REMOVABLE
REQ.	- REQUIRE / REQUIRED
RESIL.	- RESILIENT
REV.	- REVISION / REVISED
RM.	- ROOM
RTD.	- RATED
RTG.	- RATING
S.	- SOUTH
S.A.	- SUPPLY AIR
S.C.	- SOLID CORE
S.D.	- SOAP DISPENSER
S.F.	- SQUARE FEET/FOOT
S.H.	- SPRINKLER HEAD
S.M.	- SHEET METAL
S.N.D.	- SANITARY NAPKIN DISPENSER
S.P.	- STANDPIPE
S.S.	- STAINLESS STEEL
S.S.E.	- STRUCTURE SLAB ELEVATION
S.SK.	- SERVICE SINK
S.SNG.	- SOLID SURFACING
SAN.	- SANITARY
SCHED.	- SCHEDULE
SECT.	- SECTION
SHR.	- SHOWER
SHT.	- SHEET
SIM.	- SIMILAR
SPEC.	- SPECIFICATION
SPKR.	- SPEAKER
SPR.	- SPRINKLER
SQ.	- SQUARE
ST.	- STONE
STA.	- STATION
STD.	- STANDARD
STL.	- STEEL
STL.JST.	- STEEL JOIST
STN.	- STAIN
STO.	- STORAGE
STRG.	- STRINGER
STRUCT.	- STRUCTURAL
SUBCAT.	- SUBCATEGORY
SUSP.	- SUSPENDED
SYMM.	- SYMMETRICAL
SYS.	- SYSTEM
T.	- TREAD / THERMOSTAT
T. & G.	- TONGUE AND GROOVE
T.B.	- TOWEL BAR
T.C.	- TOP OF CURB
T.CONC.	- TOP OF CONCRETE
T.O.	- TOP OF (SEE OTHER WORD)
T.O.S.	- TOP OF SLAB, TOP OF STRUCTURE
T.O.STL.	- TOP OF STEEL
T.P.	- TOP OF PAVEMENT
T.P.D.	- TOILET PAPER DISPENSER
T.W.	- TOP OF WALL
TEL.	- TELEPHONE OR TELECOM
TEMP.	- TEMPERATURE
TER.	- TERRAZZO
TG.B.	- TOGGLE BOLT
THK.	- THICKNESS
THRES.	- THRESHOLD
THRU.	- THROUGH
TK.BD.	- TACKBOARD
TMPD.	- TEMPERED
TRACT.	- TRACTION
TV.	- TELEVISION
TYP.	- TYPICAL
U.N.O.	- UNLESS NOTED OTHERWISE
UNFIN	- UNFINISHED
UR.	- URINAL
V.A.C.	- VENTILATION AND AIR CONDITIONING
V.C.T.	- VINYL COMPOSITION TILE
V.I.F.	- VERIFY IN FIELD
V.R.	- VAPOR RETARDER
V.T.	- VINYL TILE
V.W.C.	- VINYL WALL COVERING
VERT.	- VERTICAL
VEST.	- VESTIBULE
W.	- WIDE/WITH, WEST
W.B.	- WOOD BASE
W.C.	- WATER CLOSET
W.P.	- WATERPROOFING
W.P.M.	- WATERPROOFING MEMBRANE
W.PT.	- WORK POINT
W.R.	- WATER RESISTANT/REPELLENT
W.W.	- WALL TO WALL
W/	- WITH
W/O	- WITHOUT
WD.	- WOOD
WD.S.	- WOOD SCREW
WDW.	- WINDOW
WS.	- WEATHERSTRIPPING
WSCT.	- WAINSCOT
WT.	- WEIGHT

DRAWING ANNOTATIONS

ROOM NAME 101	ROOM NAME AND NUMBER
XXX	FIRE EXTINGUISHER AND WALL BRACKET
XXX	FIRE EXTINGUISHER AND SEMI-RECESSED WALL CABINET
333 B	DOOR DESIGNATION (REFER TO DOOR SCHEDULE)
A1	WALL PARTITION TYPE
IG-104A	INTERIOR ALUMINUM FRAMING AND GLAZING TYPE (REFER TO WINDOW SCHEDULE)
1i	CURTAINWALL OR STOREFRONT TYPE
1 A100 SIM	ENLARGED CALLOUT
1 A000	BUILDING ELEVATION TAG
	PROPERTY LINE
	SET BACK
1 A000 1 1 1 1	INTERIOR ELEVATION
X/A000	MILLWORK ELEVATION
1 A000 SIM 1 A000 SIM	BUILDING SECTION TAG
1 A000 SIM	WALL SECTION TAG
1 A000 SIM	DETAIL SECTION TAG
1	REVISION NUMBER

DRAWING INDEX

#	SHEET NAME	ISSUE DATE	MARK	DATE	DESCRIPTION
GENERAL					
A000	COVER	XX/XX/XXXX			
A001	GENERAL	XX/XX/XXXX			
A002	ACCESSIBILITY STANDARDS	XX/XX/XXXX			
A003	ACCESSIBILITY STANDARDS	XX/XX/XXXX			
A004	ACCESSIBILITY STANDARDS	XX/XX/XXXX			
A005	CODE ANALYSIS	XX/XX/XXXX			
A006	CODE ANALYSIS	XX/XX/XXXX			
A007	UL ASSEMBLIES	XX/XX/XXXX			
A008	COMCHECK	XX/XX/XXXX			
ARCHITECTURAL DEMO					
AD100	DEMO SITE PLANS	XX/XX/XXXX			
AD110	DEMO PLAN - SHOWROOM	XX/XX/XXXX			
AD111	DEMO PLAN - SERVICE WRITERS	XX/XX/XXXX			
AD112	DEMO PLAN - SERVICE DEPARTMENT	XX/XX/XXXX			
AD113	DEMO ELEVATIONS	XX/XX/XXXX			
ARCHITECTURAL					
A101	DIMENSIONED SITE PLAN	XX/XX/XXXX			
A102	NOTED SITE PLAN	XX/XX/XXXX			
A103	LIGHTING SITE PLAN	XX/XX/XXXX			
A104	SITE DETAILS	XX/XX/XXXX			
A105	SITE DETAILS	XX/XX/XXXX			
A120	DIMENSION PLAN - SHOWROOM	XX/XX/XXXX			
A121	DIMENSION PLAN - SECOND FLOOR ADMINISTRATION	XX/XX/XXXX			
A122	DIMENSION PLAN - SERVICE WRITERS	XX/XX/XXXX			
A123	DIMENSION PLAN - SERVICE DEPARTMENT	XX/XX/XXXX			
A130	NOTED PLAN - SHOWROOM	XX/XX/XXXX			
A131	NOTED PLAN - SECOND FLOOR ADMINISTRATION	XX/XX/XXXX			
A132	NOTED PLAN - SERVICE WRITERS	XX/XX/XXXX			
A133	NOTED PLAN - SERVICE DEPARTMENT	XX/XX/XXXX			
A150	FINISH PLAN - SHOWROOM	XX/XX/XXXX			
A151	FINISH PLAN - SECOND FLOOR ADMINISTRATION	XX/XX/XXXX			
A152	FINISH PLAN - SERVICE WRITERS	XX/XX/XXXX			
A153	FINISH PLAN - SERVICE DEPARTMENT	XX/XX/XXXX			
A160	FURNITURE, FIXTURE, AND EQUIP. PLAN - SHOWROOM	XX/XX/XXXX			
A162	FURNITURE, FIXTURE, AND EQUIP. PLAN - SERVICE WRITERS	XX/XX/XXXX			
A163	FURNITURE, FIXTURE, AND EQUIP. PLAN - SERVICE DEPARTMENT	XX/XX/XXXX			
A180	REFLECTED CEILING PLAN - SHOWROOM	XX/XX/XXXX			
A181	REFLECTED CEILING PLAN - SECOND FLOOR ADMINISTRATION	XX/XX/XXXX			
A182	REFLECTED CEILING PLAN - SERVICE WRITERS	XX/XX/XXXX			
A190	ROOF PLAN - SHOWROOM	XX/XX/XXXX			
A191	ROOF PLAN - SERVICE WRITERS	XX/XX/XXXX			
A192	ROOF PLAN - SERVICE DEPARTMENT	XX/XX/XXXX			
A200	BUILDING ELEVATIONS	XX/XX/XXXX			
A201	BUILDING ELEVATIONS	XX/XX/XXXX			
A202	BUILDING ELEVATIONS	XX/XX/XXXX			
A203	BUILDING ELEVATIONS	XX/XX/XXXX			
A210	BUILDING SECTIONS	XX/XX/XXXX			
A211	BUILDING SECTIONS	XX/XX/XXXX			
A300	WALL SECTIONS	XX/XX/XXXX			
A301	WALL SECTIONS	XX/XX/XXXX			
A302	WALL SECTIONS	XX/XX/XXXX			
A310	GLAZING TYPES & ELEVATIONS	XX/XX/XXXX			
A311	GLAZING TYPES & ELEVATIONS	XX/XX/XXXX			
A320	PARTITION TYPES	XX/XX/XXXX			
A321	PARTITION TYPES	XX/XX/XXXX			
A400	ENLARGED VERTICAL CIRCULATION	XX/XX/XXXX			
A410	ENLARGED TOILET ROOM	XX/XX/XXXX			
A420	ENLARGED CEILING	XX/XX/XXXX			
A430	ENLARGED MILLWORK	XX/XX/XXXX			
A431	ENLARGED MILLWORK	XX/XX/XXXX			
A432	ENLARGED MILLWORK	XX/XX/XXXX			
A433	ENLARGED MILLWORK	XX/XX/XXXX			
A434	ENLARGED MILLWORK	XX/XX/XXXX			
A436	MILLWORK SECTIONS	XX/XX/XXXX			
A500	FLOOR DETAILS	XX/XX/XXXX			
A510	WALL DETAILS	XX/XX/XXXX			
A511	WALL DETAILS	XX/XX/XXXX			
A512	PEMB DETAILS	XX/XX/XXXX			
A520	STAIR DETAILS	XX/XX/XXXX			
A530	GLAZING DETAILS	XX/XX/XXXX			
A540	ROOF DETAILS	XX/XX/XXXX			
A550	ACM DETAILS	XX/XX/XXXX			
A560	EIFS DETAILS	XX/XX/XXXX			
A570	CEILING DETAILS	XX/XX/XXXX			
A580	HORIZONTAL AND VERTICAL TRANSITIONS DETAILS	XX/XX/XXXX			
A600	DOOR SCHEDULE	XX/XX/XXXX			
A601	FINISH SCHEDULE	XX/XX/XXXX			
A602	LIGHTING SCHEDULE	XX/XX/XXXX			
A603	FURNITURE, FIXTURE AND GRAPHICS	XX/XX/XXXX			

#	SHEET NAME	ISSUE DATE	MARK	DATE	DESCRIPTION
STRUCTURAL					
S201	FOUNDATION PLAN	XX/XX/XXXX			
S221	ROOF FRAMING PLAN	XX/XX/XXXX			

VICINITY MAP

GENERAL NOTES

1. CONTRACTORS SHALL VERIFY DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING WORK AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES.
2. GENERAL CONTRACTOR SHALL SECURE AND PAY FOR BUILDING PERMITS, APPLICATIONS FEES, SERVICE FEES, GOVERNMENTAL FEES, LICENSES AND INSPECTIONS NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK WHICH ARE LEGALLY REQUIRED.
3. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF APPLICABLE BUILDING CODES AND AGENCIES HAVING JURISDICTION OVER THE VARIOUS PHASES OF THE WORK.
4. REFER TO DRAWING A002, A003, AND A004 FOR ACCESSIBILITY REQUIREMENTS. THE WORK SHALL CONFORM TO LOCAL, STATE, AND FEDERAL ACCESSIBILITY REQUIREMENTS.
5. DIMENSIONS ARE INDICATED TO THE CENTERLINE OF STRUCTURAL GRID, FACE OF CONCRETE WALL, NOMINAL FACE OF CMU WALL, OR FACE OF PARTITION AS SCHEDULED, UNLESS OTHERWISE NOTED.
6. REFER TO SOILS REPORT FOR GEOLOGICAL INFORMATION INCLUDING BUT NOT LIMITED TO SLAB AND FOUNDATION SPECIFICATIONS.
7. REFER TO CIVIL ENGINEER'S DRAWINGS FOR FINISH PAD ELEVATION, FINISH GRADES, SIDEWALKS, UTILITIES, AND DRAINAGE.
8. REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR STRUCTURAL RELATED INFORMATION INCLUDING, BUT NOT LIMITED TO SLAB, FOUNDATION, FRAMING, SHEAR WALL, MASONRY, ETC...
9. REFER TO MECHANICAL ENGINEER'S DRAWINGS FOR MECHANICAL RELATED INFORMATION INCLUDING BUT NOT LIMITED TO HEATING, AIR CONDITIONING, DUCTING, VENTILATION, REGISTER SIZES, ENERGY CALCULATIONS, ETC...
10. REFER TO PLUMBING ENGINEER'S DRAWINGS FOR PLUMBING RELATED INFORMATION INCLUDING BUT NOT LIMITED TO: ROOF DRAINS AND OVERFLOWS, PLUMBING FIXTURES, DRAINS, CONDENSATES, WATER HEATER, AND HOSE BIBS.
11. REFER TO ELECTRICAL ENGINEER'S DRAWINGS FOR ELECTRICAL RELATED INFORMATION INCLUDING BUT NOT LIMITED TO POWER / SERVICE PANEL REQUIREMENTS, WIRING, CONDUITS, OUTLETS, LIGHTING, SWITCHES, ETC...
12. FIRE SPRINKLER SYSTEM TO BE TIED INTO AN ALARM SYSTEM PER 903 I.B.C.
13. AUTOMATIC SPRINKLER SYSTEM SERVING MORE THAN 100 SPRINKLERS SHALL BE SUPERVISED BY AN APPROVED CENTRAL, PROPRIETARY OR REMOTE STATION SERVICE OR A LOCAL ALARM WHICH WILL GIVE AN AUDIBLE SIGNAL AT CONSTANTLY ATTENDED LOCATION.
14. PROVIDE AND INSTALL R-13 BATT INSULATION AT INTERIOR METAL STUD WALLS ADJOINING AIR CONDITIONED AREAS WITH NON-AIR CONDITIONED AREAS.
15. GENERAL CONTRACTOR SHALL COORDINATE REQUIRED OPENINGS THROUGH WALLS, FLOOR SLABS AND/ OR ROOF FRAMING w/ MECHANICAL, ELECTRICAL AND PLUMBING SUB-CONTRACTORS.
16. CONTRACTOR TO PROVIDE SEPARATION BARRIER BETWEEN DISSIMILAR METALS.
17. CONTRACTOR SHALL ERECT AND MAINTAIN DUST PROOF PARTITIONS AS REQUIRED TO PREVENT SPREAD OF DUST, FUMES, AND SMOKE TO OTHER PARTS OF BUILDING. UPON COMPLETION, REMOVE PARTITIONS AND REPAIR DAMAGED SURFACES TO MATCH ADJACENT SURFACES.
18. PROVIDE UNISTRUT STRUCTURAL SUPPORT PLATFORM FOR AIR HANDLING UNITS ABOVE CEILING.
19. PROVIDE FULL HEIGHT 5/8" MOISTURE RESISTANT GYPSUM BOARD AT DRINKING FOUNTAIN PLUMBING WALLS AND WALLS TO RECEIVE TILE.
20. PROVIDE AND INSTALL SOUND ATTENUATING BATT INSULATION AT INTERIOR METAL STUD PARTITION WALLS OF RESTROOMS AND MECHANICAL ROOMS. EXTEND PARTITION WALLS TO UNDERSIDE OF DECK.
21. REFER TO FLOOR PLANS AND WALL SECTIONS FOR FIRE-RATED WALLS. PROVIDE SOLID BACKING FOR FIRE-RATED WINDOW SHUTTERS IN WALL CAVITY.
22. PAINT EXPOSED CONDUIT, PIPING, METAL BUILDING COMPONENTS AND ACCESSORIES DUCTWORK AND PIPING RACEWAYS ACCESSORIES AT ROOMS NOTED AS "PAINTED EXPOSED STRUCTURE."
23. AT PLUMBING WALLS, INSTALL PAIRS OF 3 5/8" METAL STUDS WITH SOUND BATTS. FRAMING SHALL EXTEND TO DECK AND SHALL BE BRACED TO STRUCTURE ABOVE. INSTALL 5/8" MOISTURE RESISTANT GYP. BOARD FROM FLOOR TO 6" ABOVE LAY-IN CEILING. FINISHES SHALL BE AS SCHEDULED. INSTALL SOUND BATT INSULATION IN PLUMBING WALLS AND OTHER RESTROOM WALLS.
24. CONTRACTOR TO PROVIDE BACKING PLATES AND SUPPORTS FOR ITEMS SUCH AS, BUT NOT LIMITED TO, TOILET ACCESSORIES, TOILET PARTITIONS, MIRRORS, CASEWORK, HANDRAILS, ETC...
25. REFER TO FINISH FLOOR PLAN FOR FLOOR FINISH TRANSITION STRIP TYPES AND LOCATIONS.
26. INSTALL 6" SOUND ATTENUATING BATT INSULATION ABOVE RESTROOMS CEILINGS.
27. INSTALL 6" SOUND ATTENUATING BATT INSULATION ABOVE DEALER OFFICE CEILING, WHEN PROJECT-APPLICABLE.
28. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER HOOK UP OF OWNER SUPPLIED EQUIPMENT AND SHALL COORDINATE WITH OWNER'S VENDORS FOR ITEMS REQUIRING HOOK-UPS.
29. EXTERIOR BUILDING SIGNAGE UNDER SEPARATE PERMIT.
30. CONNECT ROOF DRAINS DIRECTLY TO STORM DRAINS UNLESS OTHERWISE SHOWN OR NOTED. REFER TO CIVIL AND PLUMBING DRAWINGS.
31. EXTERIOR AND INTERIOR EXPOSED STRUCTURE SHALL BE PAINTED. REFER TO FINISH SCHEDULE.
32. CONTRACTOR SHALL PROVIDE SOLID BLOCKING AT PARTITION WALLS WHERE REQUIRED FOR TOILET ACCESSORIES SUPPORT.
33. CONTRACTOR SHALL PROVIDE (3) 4'-0"X8'-0"X3/4" THICK A-C-GRADE PAINTED PLYWOOD PANEL BOARDS AT EACH COMMUNICATION AND DATA EQUIPMENT ROOM. LOCATION TO BE DETERMINED BY ARCHITECT.
34. WALL LOUVERS SHALL BE PAINTED AND PROVIDED W/BIRD SCREENS.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
GENERAL

SHEET NUMBER
A001

COPYRIGHTED DOCUMENT. THIS DRAWING AND THE SWCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021

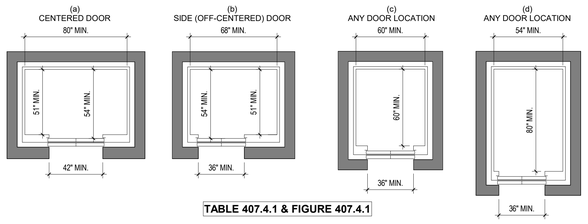
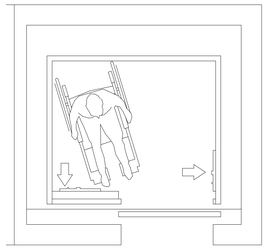


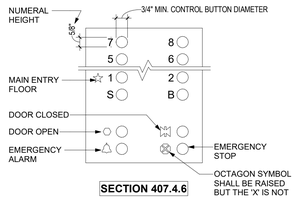
TABLE 407.4.1 & FIGURE 407.4.1

1. AT ALL BUILDINGS 4 STORIES OR HIGHER - IN ADDITION TO MEETING THESE ACCESSIBILITY SIZE REQUIREMENTS ILLUSTRATED AT 6A THRU 6C, IBC REQUIRES THAT AT LEAST ONE ELEVATOR SHALL ACCOMMODATE A 24"x84" AMBULANCE STRETCHER IN THE HORIZONTAL, OPEN POSITION.
2. SEE ELEVATOR MANUFACTURER'S SUBMITTALS FOR ADDITIONAL INFORMATION
3. TACTILE CHARACTER AND BRAILLE FLOOR DESIGNATIONS SHALL BE PROVIDED AT BOTH JAMBS OF ELEVATOR HOISTWAY ENTRANCES

17 ELEVATOR CAB DIMS.
N.T.S.

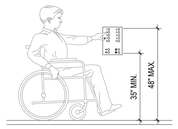


16 CAB CONTROLS
N.T.S.

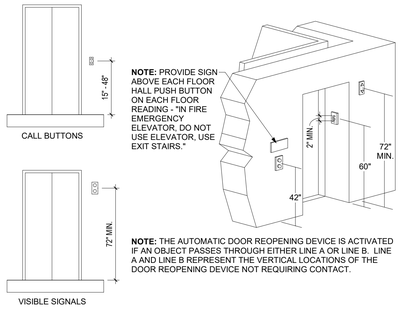


SECTION 407.4.6

15 CAB CONTROL PANEL
N.T.S.



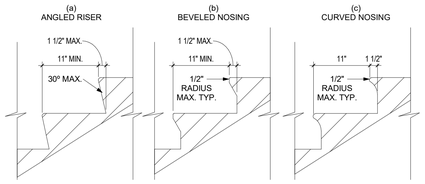
14 CAB CONTROL HEIGHT
N.T.S.



NOTE: PROVIDE SIGN ABOVE EACH FLOOR HALL PUSH BUTTON ON EACH FLOOR READING - "IN FIRE EMERGENCY ELEVATOR, DO NOT USE ELEVATOR, USE EXIT STAIRS."

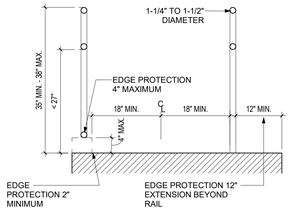
NOTE: THE AUTOMATIC DOOR REOPENING DEVICE IS ACTIVATED IF AN OBJECT PASSES THROUGH EITHER LINE A OR LINE B. LINE A AND LINE B REPRESENT THE VERTICAL LOCATIONS OF THE DOOR REOPENING DEVICE NOT REQUIRING CONTACT.

13 ELEVATOR CONTROLS
N.T.S.



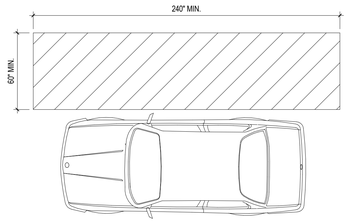
SECTION 504.5 & FIGURE 504.5

12 NOSINGS
N.T.S.



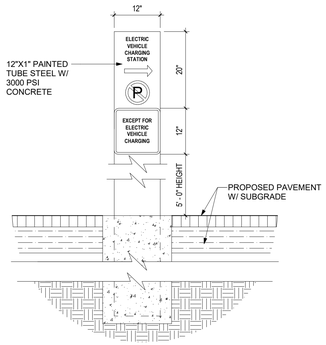
SECTION 405.9.1, 405.9.2

11 RAMP EDGE PROTECTION
N.T.S.



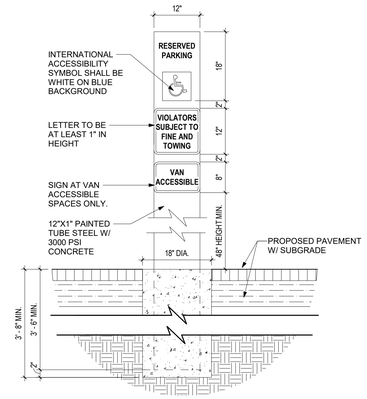
SECTION 503

10 PASSENGER UNLOADING
N.T.S.



1. BOLT TO GALVANIZED TUBE W/ 3/8" ZINC PLATED, SELF TAPPING SCREWS.
2. CONTACT ARCHITECT IF CONFLICT EXISTS W/ DETAIL AND CURRENT ACCESSIBLE STANDARDS.
3. SIGNS MAY BE ATTACHED TO BUILDING. CONFIRM LOCATIONS WITH ARCHITECT

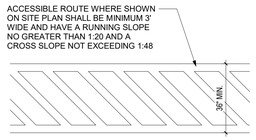
9 SIGNAGE GUIDANCE @ E.V. PARKING
N.T.S.



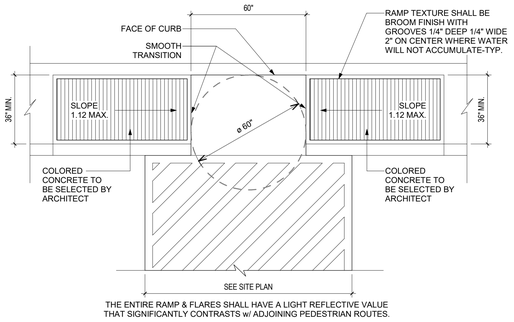
1. BOLT TO GALVANIZED TUBE W/ 3/8" ZINC PLATED, SELF TAPPING SCREWS.
2. CONTACT ARCHITECT IF CONFLICT EXISTS W/ DETAIL AND CURRENT ACCESSIBLE STANDARDS.
3. SIGNS MAY BE ATTACHED TO BUILDING. CONFIRM LOCATIONS WITH ARCHITECT

SECTION 502.6, 703.7.2.1

8 PARKING SIGNAGE
N.T.S.

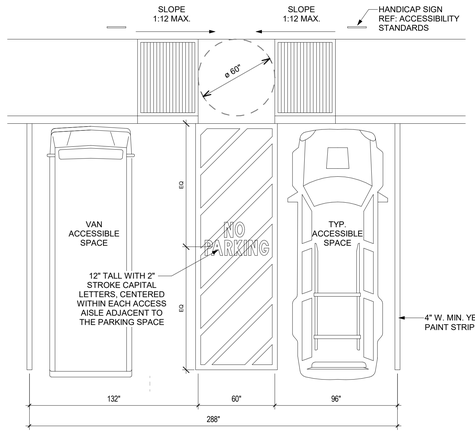


7 ACCESSIBLE ROUTE
N.T.S.



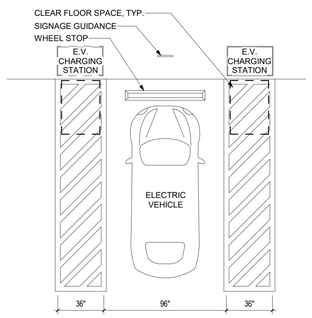
THE ENTIRE RAMP & FLARES SHALL HAVE A LIGHT REFLECTIVE VALUE THAT SIGNIFICANTLY CONTRASTS w/ ADJOINING PEDESTRIAN ROUTES.

6 ACCESSIBLE RAMP PLAN PARALLEL TO PARKING
N.T.S.



SECTION 406

5 ACCESSIBLE PARKING
N.T.S.

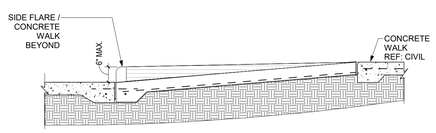


ELECTRIC VEHICLE CHARGING STATION

NOTES:

IF ELECTRIC CHARGING STATIONS ARE PROVIDED IN NEW OR EXISTING PARKING LOTS, PARKING GARAGES OR OTHER LOCATION CONTAINING PARKING SPACES, TWENTY PERCENT (20%) BUT NOT LESS THAN ONE, OF EACH TYPE OF CHARGING STATION IN EACH CLUSTER ON A SITE SHALL MEET THE FOLLOWING CRITERIA: CONTROLS AND OPERATING MECHANISMS FOR THE ACCESSIBLE CHARGING STATION SHALL COMPLY WITH TAS 309 AND SHALL BE WITHIN THE FORWARD REACH RANGES SPECIFIED IN TAS 308.2;
THE VEHICLES SPACE(S) WITH THE ACCESSIBLE CHARGING STATION SHALL BE AT LEAST 96 INCHES WIDE AND SHALL PROVIDE A 36 INCH WIDE (MINIMUM) ACCESSIBLE ROUTE COMPLYING WITH TAS 402 ON BOTH SIDES OF THE VEHICLE SPACE TO ALLOW THE USER ADEQUATE SPACE TO EXIT THEIR VEHICLE AND ACCESS BOTH SIDES OF THE VEHICLE. STRIPING OF THE ACCESSIBLE ROUTES IS RECOMMENDED BUT NOT REQUIRED.
DIRECTIONAL AND INFORMATIONAL SIGNAGE COMPLYING WITH TAS 216.3 SHALL DESIGNATE THE LOCATION OF THE ACCESSIBLE CHARGING STATIONS. THE SYMBOL OF ACCESSIBILITY IS RECOMMENDED BUT NOT REQUIRED.
THE FOLLOWING EXAMPLES OF SIGNAGE AND LAYOUT ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT INTENDED TO IMPLY THAT THERE ARE NO OTHER OPTIONS AVAILABLE.

4 EV CHARGING STATION
N.T.S.

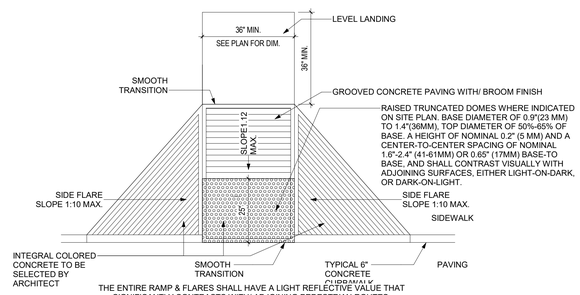


SECTION 406

THE ENTIRE RAMP w/ FLARES SHALL HAVE A LIGHT REFLECTIVE VALUE THAT SIGNIFICANTLY CONTRASTS w/ ADJOINING PEDESTRIAN ROUTES.

INTEGRAL COLORED CONCRETE TO BE SELECTED BY ARCHITECT

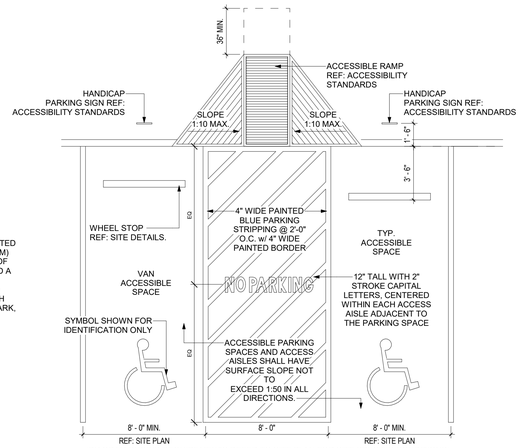
3 ACCESSIBLE RAMP SECT.
N.T.S.



THE ENTIRE RAMP & FLARES SHALL HAVE A LIGHT REFLECTIVE VALUE THAT SIGNIFICANTLY CONTRASTS WITH/ ADJOINING PEDESTRIAN ROUTES.

FIGURE 406.3 & 705.1.3

2 ACCESSIBLE RAMP PLAN WITH DETECTABLE WARNINGS
N.T.S.



(DIAGRAM SHOWS REQUIREMENTS REFER TO SITE PLAN FOR SITE SPECIFIC CONDITIONS)

FIGURE 406.3

1 ACCESSIBLE PARKING DIAGRAM
N.T.S.

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
ACCESSIBILITY STANDARDS

SHEET NUMBER
A002

© GOREE ARCHITECTS 2021

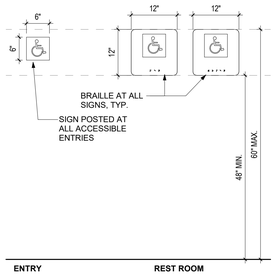


FIGURE 703.6.1

16 ACCESSIBLE SIGNAGE
N.T.S.

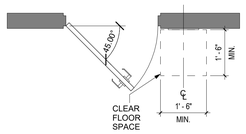


FIGURE 703.4.2

15 LOCATION OF TACTILE SIGNS AT DOORS
N.T.S.

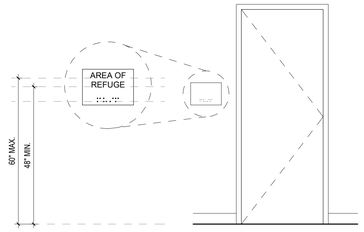
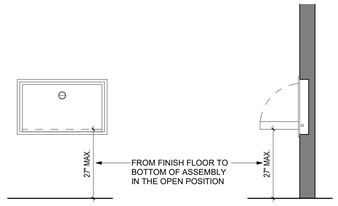
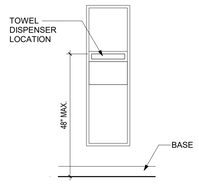


FIGURE 703.4.1

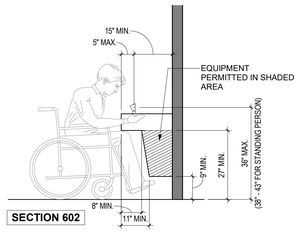
14 ACCESSIBLE SIGNAGE
N.T.S.



13 BABY CHANGING STATION
N.T.S.

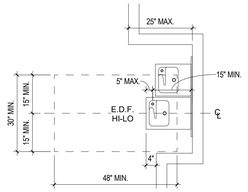


12 DISPENSER / RECEPTACLE
N.T.S.



SECTION 602

11 ACCESSIBLE FOUNTAIN
N.T.S.

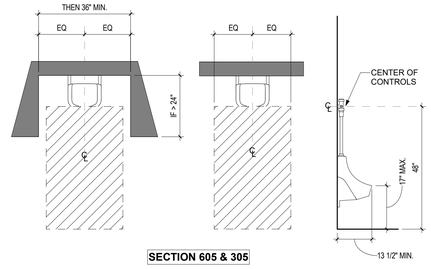


NOTE: DRINKING FOUNTAIN WATER FLOW SHALL BE A MIN. OF 4" HIGH. SPOUT SHALL BE LOCATED 5" MAX. FROM THE FRONT OF UNIT. DRINKING FOUNTAIN CONTROLS SHALL BE LOCATED AT OR NEAR THE FRONT OF THE UNIT.

NOTE: THAT A MIN. 30" CLEARANCE MUST BE CENTERED ON THE LOW (ACCESSIBLE) FIXTURE. ENSURE THAT A MIN. OF 15" IS PROVIDED FROM CENTER OF ACCESSIBLE UNIT TO ADJACENT SIDEWALL OR OBSTRUCTIONS.

SECTION 602

10 ACCESSIBLE FOUNTAIN
N.T.S.



SECTION 605 & 305

9 URINAL DETAILS
N.T.S.

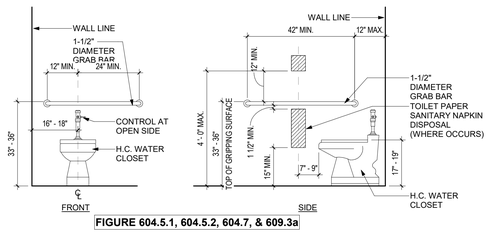
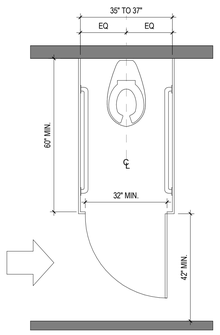


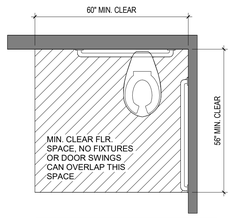
FIGURE 604.5.1, 604.5.2, 604.7, & 609.3a

8 TYP. GRAB BAR DETAIL
N.T.S.



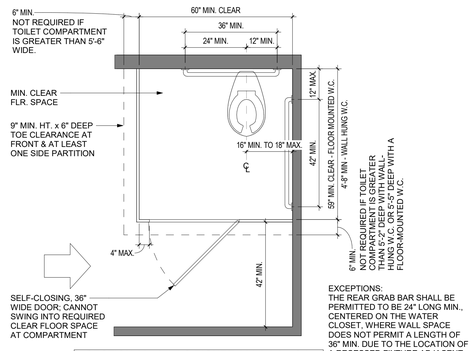
SECTION 604.8.2 & FIGURE 604.8.2

7 AMBULATORY WATER CLOSET
N.T.S.



SECTION 604.3.1 & FIGURE 604.3.1

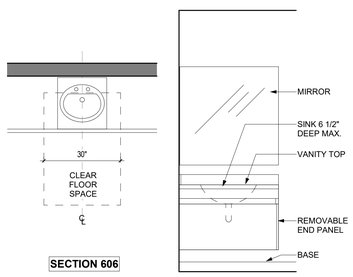
6 CLEARANCE AT WATER CLOSET
N.T.S.



EXCEPTIONS:
THE REAR GRAB BAR SHALL BE PERMITTED TO BE 24" LONG MIN., CENTERED ON THE WATER CLOSET, WHERE WALL SPACE DOES NOT PERMIT A LENGTH OF 36" MIN. DUE TO THE LOCATION OF A RECESSED FIXTURE ADJACENT TO THE WATER CLOSET.

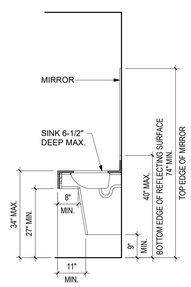
SECTION 604.8.1.1 & FIGURE 604.8.1.1 a & b

5 WHEEL CHAIR ACCESSIBLE WATER CLOSET
N.T.S.

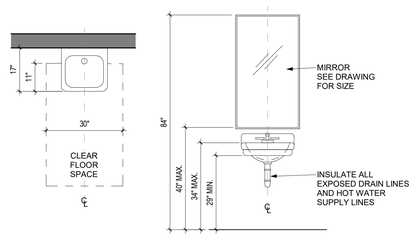


SECTION 606

4 ACCESSIBLE LAVATORY
N.T.S.

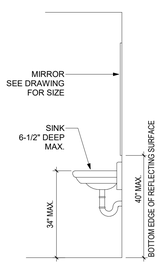


3 TYP. VANITY SECTION
N.T.S.



SECTION 606

2 ACCESSIBLE LAVATORY
N.T.S.



SECTION 603.3

1 TYP. VANITY SECTION
N.T.S.

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

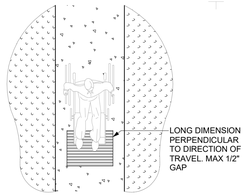
DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
ACCESSIBILITY STANDARDS

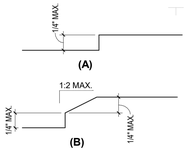
SHEET NUMBER
A003

© GOREE ARCHITECTS 2021



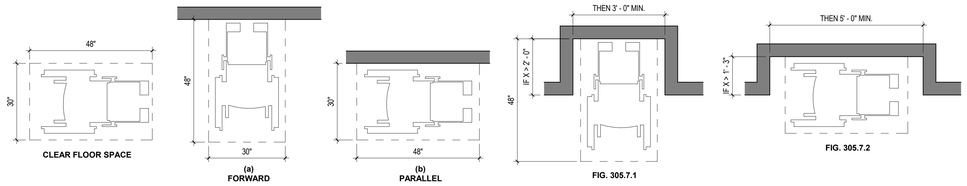
SECTION 302.3 & FIGURE 302.3

18 OPENINGS ON FLOOR
N.T.S.



303.3 BEVELED. A CHANGE IN LEVEL OF 1/2 INCH (13 MM) IS PERMITTED TO BE 1/4 INCH (6.4 MM) VERTICAL PLUS 1/4 INCH (6.4 MM) BEVELED. HOWEVER, IN NO CASE MAY THE COMBINED CHANGE IN LEVEL EXCEED 1/2 INCH (13 MM). CHANGES IN LEVEL EXCEEDING 1/2 INCH (13 MM) MUST COMPLY WITH 405 (RAMPS) OR 406 (CURB RAMPS)

17 CHANGES IN LEVEL
N.T.S.



SECTION 305

16 MINIMUM CLEAR FLOOR SPACE FOR WHEELCHAIRS
N.T.S.

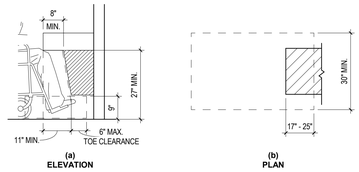
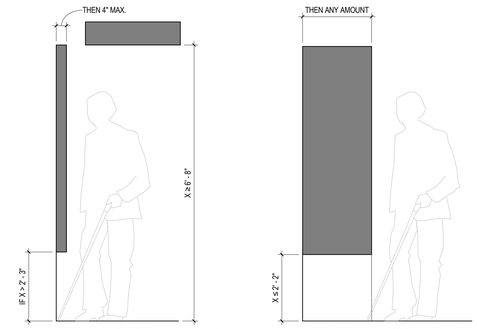


FIGURE 306.2 AND 306.3

15 TOE & KNEE CLEARANCE
N.T.S.



PROTRUDING OBJECTS SHALL NOT REDUCE THE MIN. CLEAR WIDTH REQUIRED AT CIRCULATION PATH.

FIGURE 307.2

14 PROTRUDING OBJECTS
N.T.S.

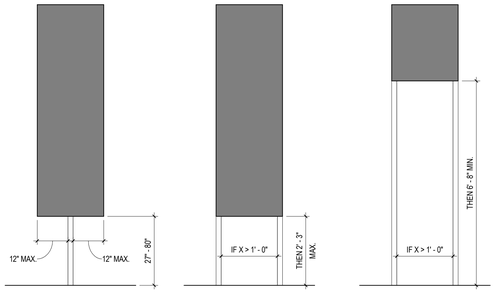
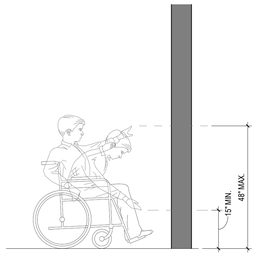


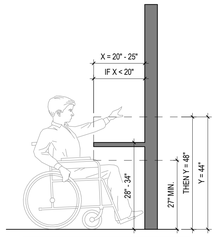
FIGURE 307.3

13 POST MOUNTED PROTRUDING OBJECTS
N.T.S.



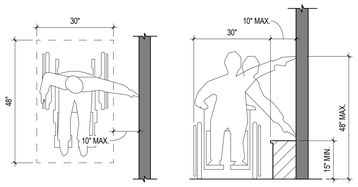
SECTION 305 & FIGURE 308.2.1

12 UNOBSTRUCTED FORWARD REACH
N.T.S.



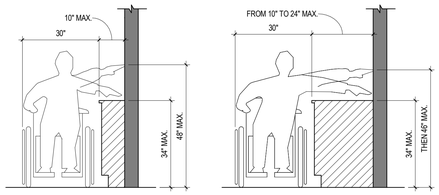
SECTION 305 & FIGURE 308.2.2

11 OBSTRUCTED FORWARD HIGH REACH
N.T.S.



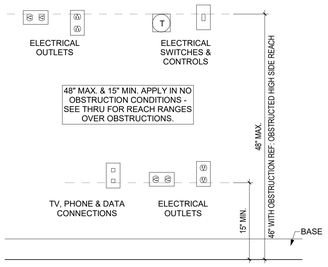
SECTION 308.3.1 & FIGURE 308.3.1

10 UNOBSTRUCTED SIDE REACH
N.T.S.



SECTION 308.3.2 & FIGURE 308.3.2

9 OBSTRUCTED HIGH SIDE REACH
N.T.S.



1. IN ALL CONDITIONS ILLUSTRATED ABOVE, 30"X48" CLEAR FLOOR SPACE SHALL BE CENTERED ON OPERABLE SWITCH, CONTROL, OR DEVICE.

2. THE OPERABLE PORTION OF SWITCHES OR CONTROLS ON WALLS SHALL BE LOCATED NOT MORE THAN 48" A.F.F. ELECTRIC OUTLETS SHALL BE LOCATED NOT LESS THAN 15" A.F.F. TO THE BOTTOM OF THE LOWEST RECEPTABLE, NOR HIGHER THAN 48" A.F.F. TO THE TOP OF THE HIGHEST RECEPTACLE.

SECTION 309

8 OPERABLE PARTS
N.T.S.

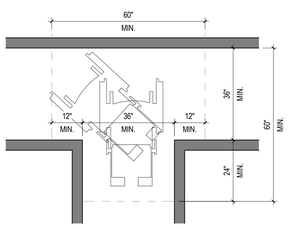


FIGURE 304.3.2

7 T-SHAPE TURNING
N.T.S.

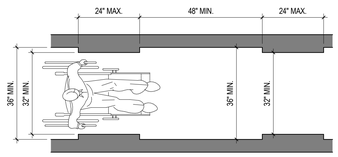
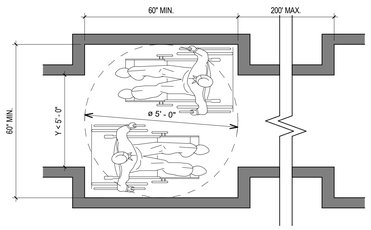


FIGURE 403.5.1

6 CLEAR WIDTH
N.T.S.



SECTION 403.5.3

5 CLEAR WIDTH FOR TWO WHEELCHAIRS
N.T.S.

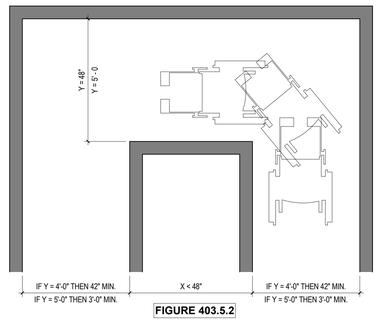


FIGURE 403.5.2

4 CLEAR WIDTH @ TURN
N.T.S.

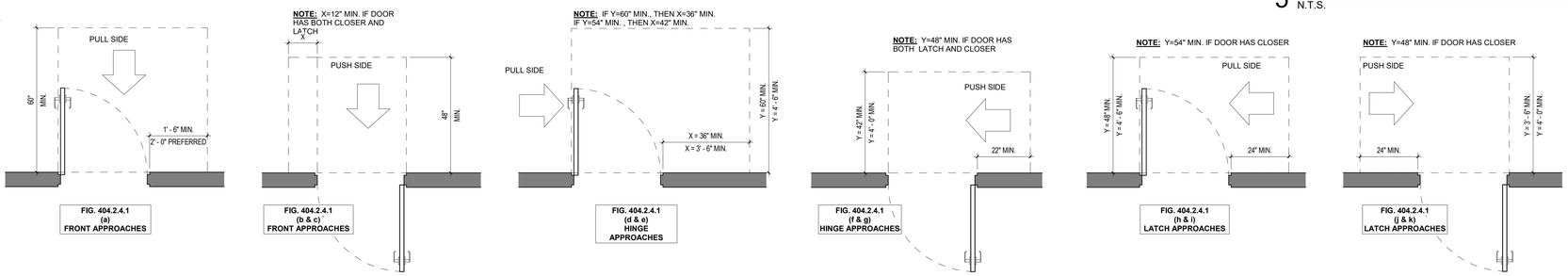


FIG. 404.2.4.1 (a) FRONT APPROACHES
FIG. 404.2.4.1 (b & c) FRONT APPROACHES
FIG. 404.2.4.1 (d & e) HINGE APPROACHES
FIG. 404.2.4.1 (f & g) HINGE APPROACHES
FIG. 404.2.4.1 (h & i) LATCH APPROACHES
FIG. 404.2.4.1 (j & k) LATCH APPROACHES

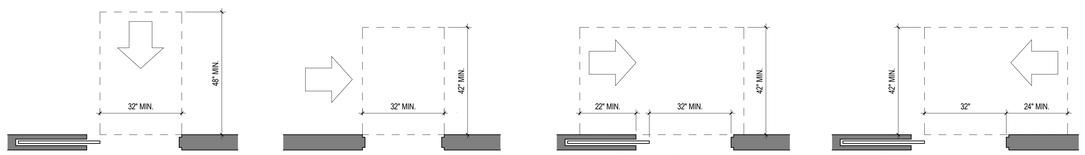


FIG. 404.2.4.2 (a)
FIG. 404.2.4.2 (b)
FIG. 404.2.4.2 (c)
FIG. 404.2.4.2 (d)

FRONT APPROACHES-SLIDING DOORS AND FOLDING DOORS

*OPERATING HARDWARE SHALL BE EXPOSED AND USABLE FROM BOTH SIDES WHEN DOOR IS IN FULLY OPEN POSITION

NOTE: MANUVERING SPACES INDICATED ARE REQUIRED TO BE LEVEL WITH A MAXIMUM SLOPE OF 2% IN ANY DIRECTION

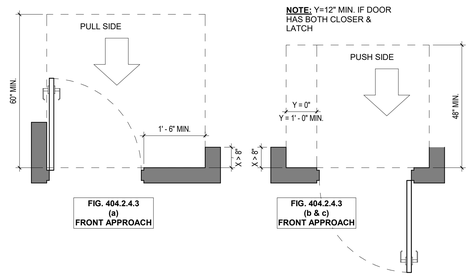
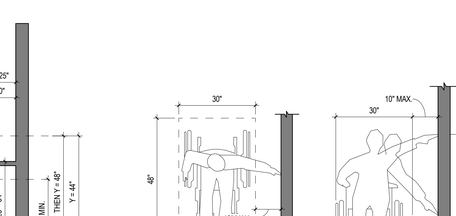
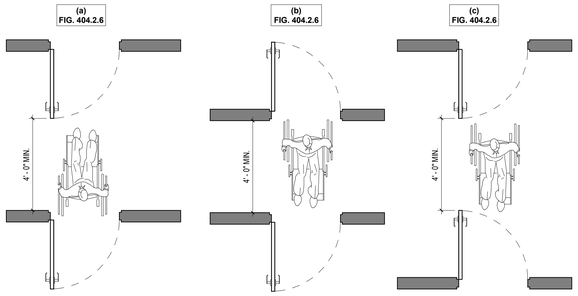


FIG. 404.2.4.3 (a) FRONT APPROACH
FIG. 404.2.4.3 (b & c) FRONT APPROACH

2 ACCESSIBLE DOOR REQUIREMENTS
N.T.S.



3 ACCESSIBLE EXTERIOR DOOR REQUIREMENTS
N.T.S.



SECTION 404.2.6 & FIGURE 404.2.6

1 DOORS IN SERIES & GATES IN SERIES
N.T.S.

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

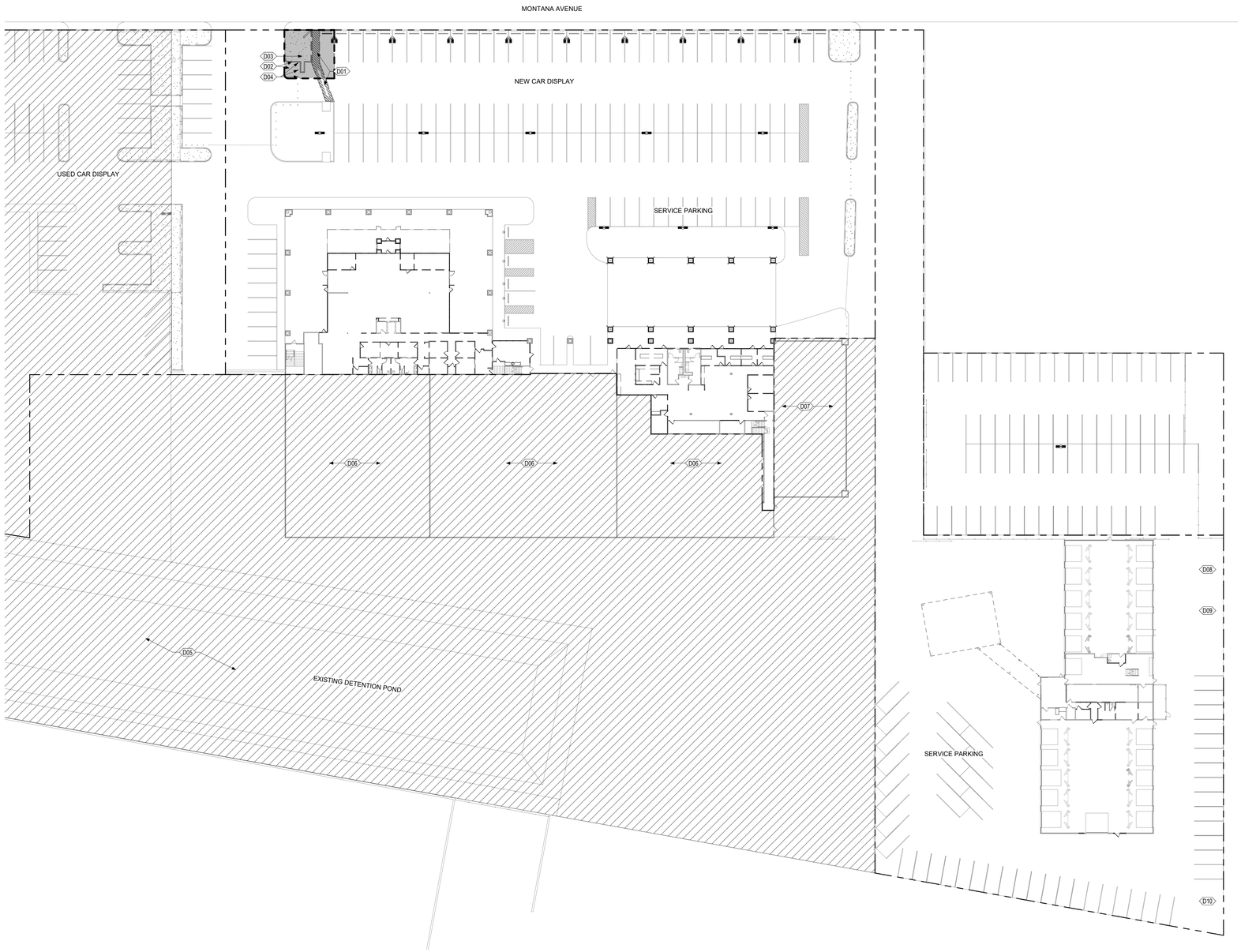
DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
ACCESSIBILITY STANDARDS

SHEET NUMBER
A004

© GOREE ARCHITECTS 2021



1 DEMOLITION PLAN - SITE PLAN
1" = 30'-0"

DEMOLITION GENERAL NOTES:

1. CONTRACTOR IS TO SECURE ALL PERMITS AND EXPEDITE SAME INCLUDING ALL EXPRESS FEES.
2. PROVIDE A COMPREHENSIVE TIME ESTIMATE FOR THE WORK WITH INITIAL PROPOSAL ESTIMATE.
3. ON A WEEKLY BASIS CONTRACTOR SHALL PROVIDE THE OWNER WITH A WEEKLY SCHEDULE CLEARLY OUTLINING WORK TO BE DONE IN THAT WEEK, AND ADVISE OWNER OF WORK GOALS COMPLETED AND/OR NOT COMPLETED IN THE PRIOR WEEK.
4. CONTRACTOR TO COORDINATE DEMOLITION WORK WITH THE OWNER'S APPOINTED REPRESENTATIVE, AND PREPARE FOR REVIEW A DETAILED "DEMOLITION SCHEDULE" WITH OWNERS REPRESENTATIVE AT LEAST TWO WEEKS IN ADVANCE OF ANY DEMOLITION WORK TO BE DONE.
5. DEMOLISH IN AN ORDERLY AND CAREFUL MANNER AS REQUIRED TO ACCOMMODATE NEW WORK INCLUDING THAT REQUIRED FOR CONNECTION TO THE EXISTING BUILDING. PROTECT EXISTING FOUNDATIONS, WINDOWS AND SUPPORTING STRUCTURAL MEMBERS.
6. PERFORM DEMOLITION IN ACCORDANCE WITH APPLICABLE AUTHORITIES HAVING JURISDICTION OVER WORK.
7. PROVIDE DEMOLITION IN EXCESS OF THAT REQUIRED FOR NEW CONSTRUCTION, AT EXISTING TO REMAIN CONDITIONS. TERMINATE EXTENTS OF DEMOLITION AT A SIGNIFICANT JOINT INCLUDING BUT NOT LIMITED TO EDGE OF FOUNDATION, STRUCTURE, ROOF OR WALL.
8. BURNING OF MATERIALS ON SITE IS NOT PERMITTED.
9. REMOVE FROM SITE, CONTAMINATED, VERMIN INFESTED OR DANGEROUS MATERIALS ENCOUNTERED AND DISPOSE OF BY SAFE MEANS SO AS NOT TO ENDANGER HEALTH OF WORKERS AND PUBLIC.
10. REMOVE DEMOLISHED MATERIALS, TOOLS, AND EQUIPMENT FROM SITE UPON COMPLETION OF WORK. LEAVE SITE IN A CONDITION ACCEPTABLE TO THE ARCHITECT AND THE OWNER.
11. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY CAPACITIES AND SHALL INCREASE CAPACITY AS REQUIRED FOR NEW CONSTRUCTION: INCLUDING ELECTRICAL SWITCH GEAR, PRIMARY ELECTRICAL SERVICE, HVAC SYSTEMS AND PLUMBING SYSTEMS.
12. CONTRACTOR SHALL COORDINATE WITH THE OWNERS USE OF EXISTING BUILDINGS IN CONJUNCTION WITH THE WORK AND SHALL MAINTAIN FREE AND SAFE PASSAGE TO AND FROM.
13. CONTRACTOR SHALL PREVENT MOVEMENT OR SETTLEMENT OF EXISTING STRUCTURES. PROVIDE AND PLACE BRACING OR SHORING AND BE RESPONSIBLE FOR SAFETY AND SUPPORT OF EXISTING STRUCTURE. ASSUME LIABILITY FOR SUCH MOVEMENT, SETTLEMENT, DAMAGE, OR INJURY.
14. CONTRACTOR SHALL CEASE OPERATIONS AND NOTIFY THE ARCHITECT IMMEDIATELY, IF SAFETY OF STRUCTURE APPEARS TO BE ENDANGERED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROPERLY SUPPORT STRUCTURE. DO NOT RESUME OPERATIONS UNTIL SAFETY IS RESTORED.
15. CONTRACTOR SHALL ARRANGE AND PAY FOR DISCONNECTING FEES, INCLUDING REMOVING AND CAPPING UTILITY SERVICES WITHIN AREAS OF DEMOLITION. DISCONNECT AND STUB OFF. NOTIFY THE AFFECTED UTILITY COMPANY IN ADVANCE AND OBTAIN OWNER APPROVAL BEFORE STARTING THIS WORK.
16. CONTRACTOR SHALL PLACE MARKERS TO INDICATE LOCATION OF DISCONNECTED SERVICES. IDENTIFY SERVICE LINES AND CAPPING LOCATIONS ON PROJECT RECORD DOCUMENTS.
17. CONTRACTOR SHALL ERECT WEATHERPROOF CLOSURES FOR EXTERIOR OPENINGS.
18. CONTRACTOR SHALL ERECT AND MAINTAIN DUST PROOF PARTITIONS AS REQUIRED TO PREVENT SPREAD OF DUST, FUMES, AND SMOKE TO OTHER PARTS OF THE BUILDING, ON COMPETITION. REMOVE PARTITIONS AND REPAIR DAMAGED SURFACES TO MATCH ADJACENT SURFACES.
19. CONTRACTOR SHALL FIELD VERIFY, IDENTIFY AND MARK LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING ANY DEMOLITION WORK.

DEMOLITION SITE PLAN KEYNOTES

D01	REMOVE EXISTING PAINTED STRIPING. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D02	SAWCUT AND REMOVE EXISTING PAVING AND CURBING AS REQUIRED TO COMPLETE PROJECT SCOPE. .REF: CIVIL FOR EXTENTS
D03	EXISTING SIGN TO BE REMOVED AS REQUIRED TO COMPLETE PROJECT SCOPE.
D04	EXISTING BOLLARD TO BE REMOVED AS REQUIRED TO COMPLETE PROJECT SCOPE.
D05	EXISTING DETENTION POND TO REMAIN
D06	EXISTING BUILDING TO REMAIN NOT IN SCOPE OF WORK
D07	EXISTING BUILDING / PAVING TO REMAIN NOT IN SCOPE OF WORK
D08	DEMO EXISTING STORAGE ENCLOSURE
D09	DEMO UNUSED TRANSFORMER PAD.
D10	DEMO CONCETE PAD AND PROVIDE PAVING.

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

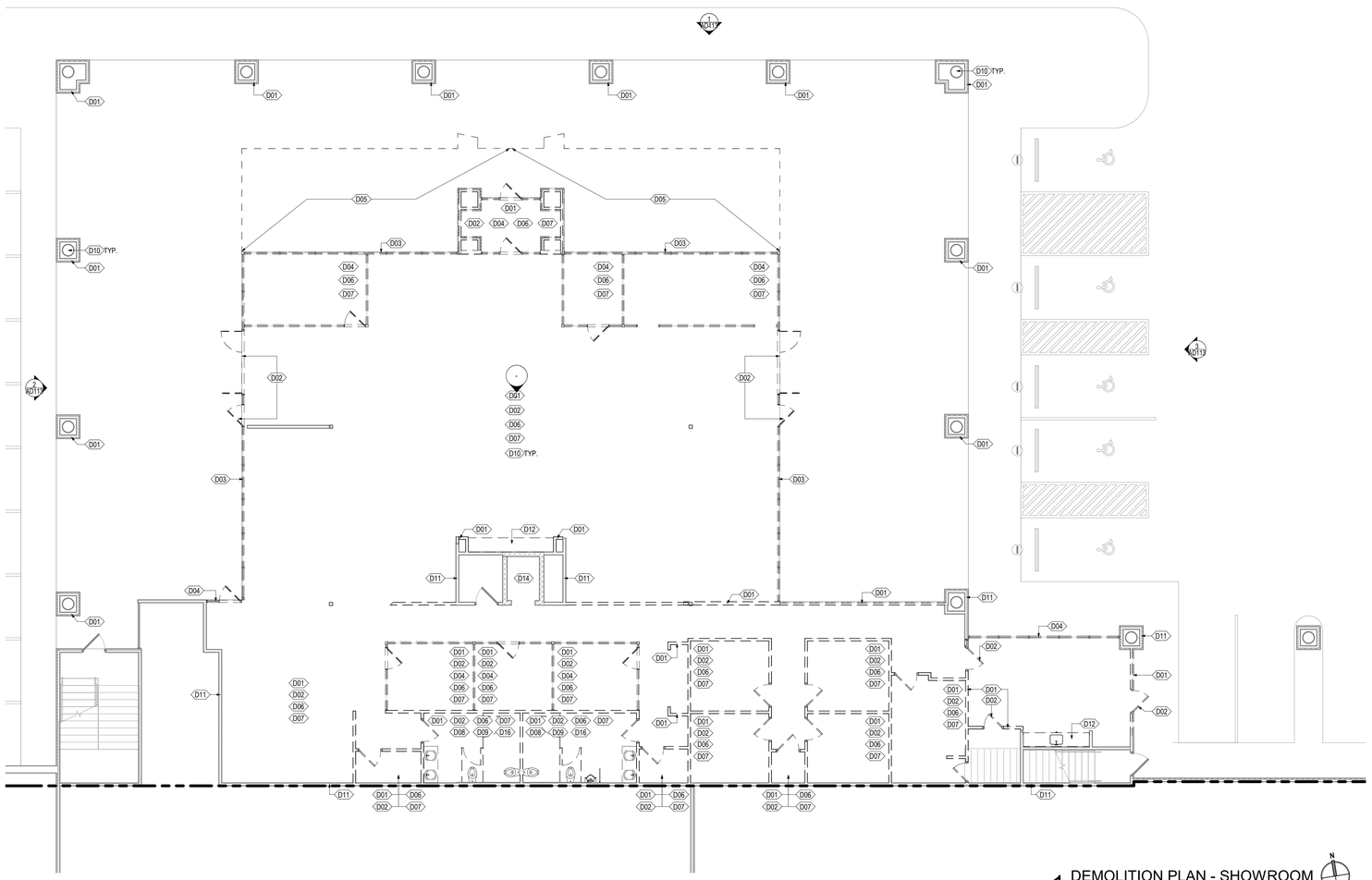
KEY PLAN

SHEET NAME
DEMO SITE PLANS

SHEET NUMBER
AD100

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021



1 DEMOLITION PLAN - SHOWROOM
1/8" = 1'-0"

DEMOLITION GENERAL NOTES:

1. CONTRACTOR IS TO SECURE ALL PERMITS AND EXPEDITE SAME INCLUDING ALL EXPRESS FEES.
2. PROVIDE A COMPREHENSIVE TIME ESTIMATE FOR THE WORK WITH INITIAL PROPOSAL ESTIMATE.
3. ON A WEEKLY BASIS CONTRACTOR SHALL PROVIDE THE OWNER WITH A WEEKLY SCHEDULE CLEARLY OUTLINING WORK TO BE DONE IN THAT WEEK, AND ADVISE OWNER OF WORK GOALS COMPLETED AND/OR NOT COMPLETED IN THE PRIOR WEEK.
4. CONTRACTOR TO COORDINATE DEMOLITION WORK WITH THE OWNER'S APPOINTED REPRESENTATIVE, AND PREPARE FOR REVIEW A DETAILED "DEMOLITION SCHEDULE" WITH OWNERS REPRESENTATIVE AT LEAST TWO WEEKS IN ADVANCE OF ANY DEMOLITION WORK TO BE DONE.
5. DEMOLISH IN AN ORDERLY AND CAREFUL MANNER AS REQUIRED TO ACCOMMODATE NEW WORK INCLUDING THAT REQUIRED FOR CONNECTION TO THE EXISTING BUILDING. PROTECT EXISTING FOUNDATIONS, WINDOWS AND SUPPORTING STRUCTURAL MEMBERS.
6. PERFORM DEMOLITION IN ACCORDANCE WITH APPLICABLE AUTHORITIES HAVING JURISDICTION OVER WORK.
7. PROVIDE DEMOLITION IN EXCESS OF THAT REQUIRED FOR NEW CONSTRUCTION, AT EXISTING TO REMAIN CONDITIONS, TERMINATE EXTENTS OF DEMOLITION AT A SIGNIFICANT JOINT INCLUDING BUT NOT LIMITED TO EDGE OF FOUNDATION, STRUCTURE, ROOF OR WALL.
8. BURNING OF MATERIALS ON SITE IS NOT PERMITTED.
9. REMOVE FROM SITE, CONTAMINATED, VERMIN INFESTED OR DANGEROUS MATERIALS ENCOUNTERED AND DISPOSE OF BY SAFE MEANS SO AS NOT TO ENDANGER HEALTH OF WORKERS AND PUBLIC.
10. REMOVE DEMOLISHED MATERIALS, TOOLS, AND EQUIPMENT FROM SITE UPON COMPLETION OF WORK. LEAVE SITE IN A CONDITION ACCEPTABLE TO THE ARCHITECT AND THE OWNER.
11. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY CAPACITIES AND SHALL INCREASE CAPACITY AS REQUIRED FOR NEW CONSTRUCTION: INCLUDING ELECTRICAL SWITCH GEAR, PRIMARY ELECTRICAL SERVICE, HVAC SYSTEMS AND PLUMBING SYSTEMS.
12. CONTRACTOR SHALL COORDINATE WITH THE OWNERS USE OF EXISTING BUILDINGS IN CONJUNCTION WITH THE WORK AND SHALL MAINTAIN FREE AND SAFE PASSAGE TO AND FROM.
13. CONTRACTOR SHALL PREVENT MOVEMENT OR SETTLEMENT OF EXISTING STRUCTURES. PROVIDE AND PLACE BRACING OR SHORING AND BE RESPONSIBLE FOR SAFETY AND SUPPORT OF EXISTING STRUCTURE. ASSUME LIABILITY FOR SUCH MOVEMENT, SETTLEMENT, DAMAGE, OR INJURY.
14. CONTRACTOR SHALL CEASE OPERATIONS AND NOTIFY THE ARCHITECT IMMEDIATELY, IF SAFETY OF STRUCTURE APPEARS TO BE ENDANGERED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROPERLY SUPPORT STRUCTURE. DO NOT RESUME OPERATIONS UNTIL SAFETY IS RESTORED.
15. CONTRACTOR SHALL ARRANGE AND PAY FOR DISCONNECTING FEES, INCLUDING REMOVING AND CAPPING UTILITY SERVICES WITHIN AREAS OF DEMOLITION. DISCONNECT AND STUB OFF. NOTIFY THE AFFECTED UTILITY COMPANY IN ADVANCE AND OBTAIN OWNER APPROVAL BEFORE STARTING THIS WORK.
16. CONTRACTOR SHALL PLACE MARKERS TO INDICATE LOCATION OF DISCONNECTED SERVICES. IDENTIFY SERVICE LINES AND CAPPING LOCATIONS ON PROJECT RECORD DOCUMENTS.
17. CONTRACTOR SHALL ERECT WEATHERPROOF CLOSURES FOR EXTERIOR OPENINGS.
18. CONTRACTOR SHALL ERECT AND MAINTAIN DUST PROOF PARTITIONS AS REQUIRED TO PREVENT SPREAD OF DUST, FUMES, AND SMOKE TO OTHER PARTS OF THE BUILDING, ON COMPETITION. REMOVE PARTITIONS AND REPAIR DAMAGED SURFACES TO MATCH ADJACENT SURFACES.
19. CONTRACTOR SHALL FIELD VERIFY, IDENTIFY AND MARK LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING ANY DEMOLITION WORK.

DEMOLITION FLOOR PLAN KEYNOTES

D01	REMOVE EXISTING WALLS & OR PARTIALLY REMOVE EXISTING WALL.PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D02	REMOVE EXISTING DOOR AND DOOR FRAMES AS INDICATED, PATCH AND REPAIR AS REQUIRED TO COMPLETE PROPOSED SCOPE.
D03	REMOVE EXISTING CURTAINWALL IN ITS ENTIRETY. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D04	REMOVE EXISTING STOREFRONT FRAMES AND DOOR FRAMES AS INDICATED, PATCH AND REPAIR AS REQUIRED TO COMPLETE PROPOSED SCOPE.
D05	SAWCUT AND REMOVE EXISTING CONCRETE.
D06	REMOVE EXISTING FLOORING AND WALL BASE. PREP FLOOR AND WALL SURFACE FOR SCHEDULED FLOORING & BASE.
D07	REMOVE EXISTING CEILING, CEILING TILES, CEILING GRIDS, CEILING LIGHT FIXTURES AS REQUIRED, REF: NEW RCP FOR FOR NEW SCOPE OF WORK.
D08	REMOVE EXISTING PLUMBING FIXTURES AND OR RESTROOM FIXTURES, CAP AND TERMINATE ANY UNUSED LINES. SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
D09	REMOVE TOILET PARTITIONS IN ITS ENTIRETY
D10	G.C. TO VERIFY ALL STRUCTURAL CONDITIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES
D11	EXISTING WALLS TO REMAIN
D12	REMOVE EXISTING MILLWORK AS INDICATED, PATCH AND REPAIR AS REQUIRED TO COMPLETE PROPOSED SCOPE.
D13	REMOVE EXISTING BOLLARD IN ITS ENTIRETY. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D14	EXISTING ELEVATOR TO REMAIN.
D15	REMOVE EXISTING LIFT. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D16	REMOVE RESTROOM VANITY IN ITS ENTIRETY
D17	EXISTING LIFT TO REMAIN.
D18	REMOVE EXISTING CHAINLINK FENCE IN ITS ENTIRETY

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME

HYUNDAI OF EL PASO

PROJECT DESCRIPTION

AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS

8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION

SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER

A21077

STAMP / SIGNATURE

ISSUE DATE

XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME

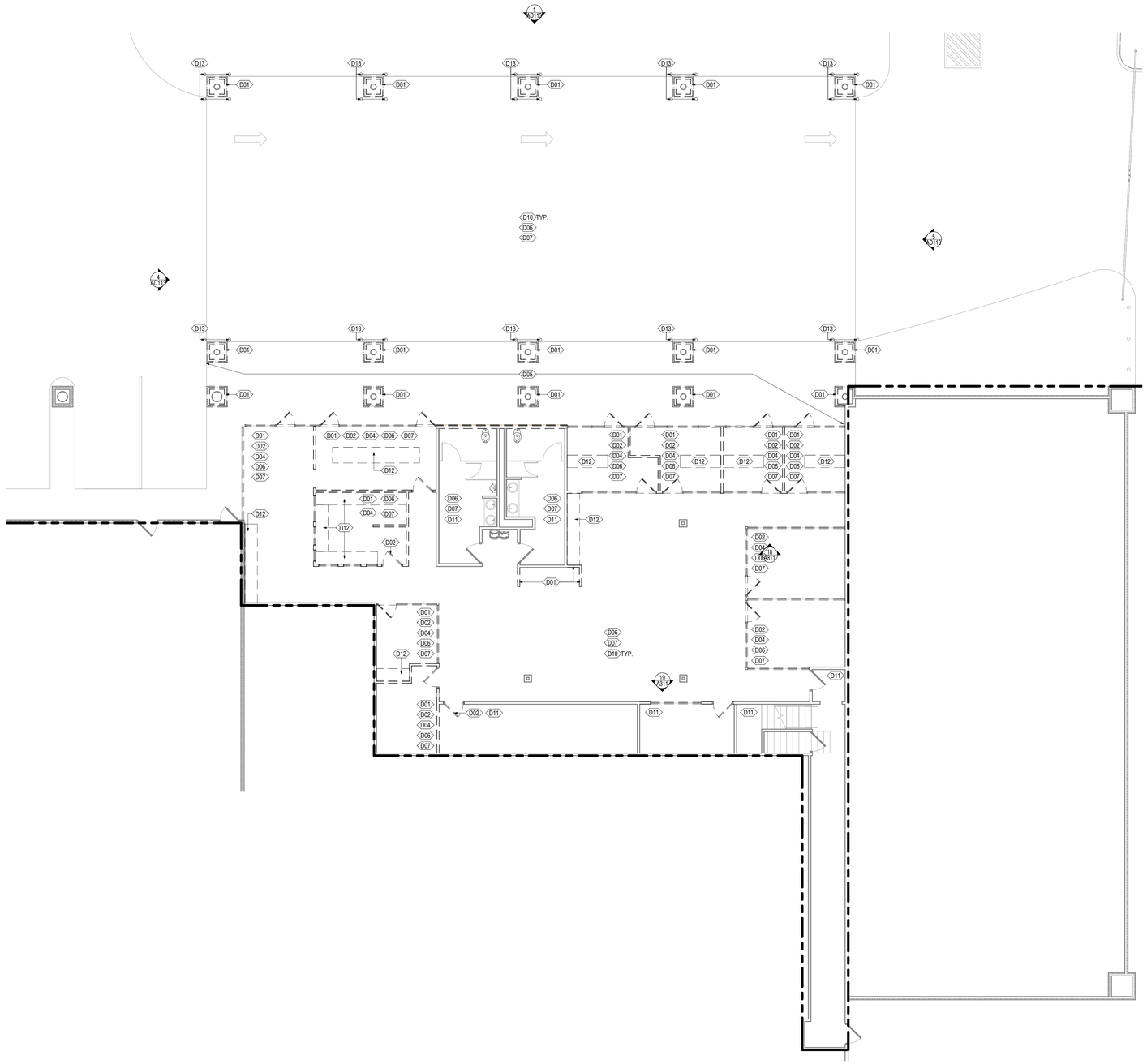
DEMO PLAN - SHOWROOM

SHEET NUMBER

AD110

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021



1 DEMOLITION PLAN - SERVICE WRITERS
1/8" = 1'-0"

DEMOLITION GENERAL NOTES:

1. CONTRACTOR IS TO SECURE ALL PERMITS AND EXPEDITE SAME INCLUDING ALL EXPRESS FEES.
2. PROVIDE A COMPREHENSIVE TIME ESTIMATE FOR THE WORK WITH INITIAL PROPOSAL ESTIMATE.
3. ON A WEEKLY BASIS CONTRACTOR SHALL PROVIDE THE OWNER WITH A WEEKLY SCHEDULE CLEARLY OUTLINING WORK TO BE DONE IN THAT WEEK, AND ADVISE OWNER OF WORK GOALS COMPLETED AND/OR NOT COMPLETED IN THE PRIOR WEEK.
4. CONTRACTOR TO COORDINATE DEMOLITION WORK WITH THE OWNER'S APPOINTED REPRESENTATIVE, AND PREPARE FOR REVIEW A DETAILED "DEMOLITION SCHEDULE" WITH OWNERS REPRESENTATIVE AT LEAST TWO WEEKS IN ADVANCE OF ANY DEMOLITION WORK TO BE DONE.
5. DEMOLISH IN AN ORDERLY AND CAREFUL MANNER AS REQUIRED TO ACCOMMODATE NEW WORK INCLUDING THAT REQUIRED FOR CONNECTION TO THE EXISTING BUILDING. PROTECT EXISTING FOUNDATIONS, WINDOWS AND SUPPORTING STRUCTURAL MEMBERS.
6. PERFORM DEMOLITION IN ACCORDANCE WITH APPLICABLE AUTHORITIES HAVING JURISDICTION OVER WORK.
7. PROVIDE DEMOLITION IN EXCESS OF THAT REQUIRED FOR NEW CONSTRUCTION, AT EXISTING TO REMAIN CONDITIONS, TERMINATE EXTENTS OF DEMOLITION AT A SIGNIFICANT JOINT INCLUDING BUT NOT LIMITED TO EDGE OF FOUNDATION, STRUCTURE, ROOF OR WALL.
8. BURNING OF MATERIALS ON SITE IS NOT PERMITTED.
9. REMOVE FROM SITE, CONTAMINATED, VERMIN INFESTED OR DANGEROUS MATERIALS ENCOUNTERED AND DISPOSE OF BY SAFE MEANS SO AS NOT TO ENDANGER HEALTH OF WORKERS AND PUBLIC.
10. REMOVE DEMOLISHED MATERIALS, TOOLS, AND EQUIPMENT FROM SITE UPON COMPLETION OF WORK. LEAVE SITE IN A CONDITION ACCEPTABLE TO THE ARCHITECT AND THE OWNER.
11. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY CAPACITIES AND SHALL INCREASE CAPACITY AS REQUIRED FOR NEW CONSTRUCTION: INCLUDING ELECTRICAL SWITCH GEAR, PRIMARY ELECTRICAL SERVICE, HVAC SYSTEMS AND PLUMBING SYSTEMS.
12. CONTRACTOR SHALL COORDINATE WITH THE OWNERS USE OF EXISTING BUILDINGS IN CONJUNCTION WITH THE WORK AND SHALL MAINTAIN FREE AND SAFE PASSAGE TO AND FROM.
13. CONTRACTOR SHALL PREVENT MOVEMENT OR SETTLEMENT OF EXISTING STRUCTURES. PROVIDE AND PLACE BRACING OR SHORING AND BE RESPONSIBLE FOR SAFETY AND SUPPORT OF EXISTING STRUCTURE. ASSUME LIABILITY FOR SUCH MOVEMENT, SETTLEMENT, DAMAGE, OR INJURY.
14. CONTRACTOR SHALL CEASE OPERATIONS AND NOTIFY THE ARCHITECT IMMEDIATELY, IF SAFETY OF STRUCTURE APPEARS TO BE ENDANGERED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROPERLY SUPPORT STRUCTURE. DO NOT RESUME OPERATIONS UNTIL SAFETY IS RESTORED.
15. CONTRACTOR SHALL ARRANGE AND PAY FOR DISCONNECTING FEES, INCLUDING REMOVING AND CAPPING UTILITY SERVICES WITHIN AREAS OF DEMOLITION. DISCONNECT AND STUB OFF. NOTIFY THE AFFECTED UTILITY COMPANY IN ADVANCE AND OBTAIN OWNER APPROVAL BEFORE STARTING THIS WORK.
16. CONTRACTOR SHALL PLACE MARKERS TO INDICATE LOCATION OF DISCONNECTED SERVICES. IDENTIFY SERVICE LINES AND CAPPING LOCATIONS ON PROJECT RECORD DOCUMENTS.
17. CONTRACTOR SHALL ERECT WEATHERPROOF CLOSURES FOR EXTERIOR OPENINGS.
18. CONTRACTOR SHALL ERECT AND MAINTAIN DUST PROOF PARTITIONS AS REQUIRED TO PREVENT SPREAD OF DUST, FUMES, AND SMOKE TO OTHER PARTS OF THE BUILDING, ON COMPETITION. REMOVE PARTITIONS AND REPAIR DAMAGED SURFACES TO MATCH ADJACENT SURFACES.
19. CONTRACTOR SHALL FIELD VERIFY, IDENTIFY AND MARK LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING ANY DEMOLITION WORK.

DEMOLITION FLOOR PLAN KEYNOTES

D01	REMOVE EXISTING WALLS & OR PARTIALLY REMOVE EXISTING WALL.PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D02	REMOVE EXISTING DOOR AND DOOR FRAMES AS INDICATED, PATCH AND REPAIR AS REQUIRED TO COMPLETE PROPOSED SCOPE.
D03	REMOVE EXISTING CURTAINWALL IN ITS ENTIRETY. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D04	REMOVE EXISTING STOREFRONT FRAMES AND DOOR FRAMES AS INDICATED, PATCH AND REPAIR AS REQUIRED TO COMPLETE PROPOSED SCOPE.
D05	SAWCUT AND REMOVE EXISTING CONCRETE.
D06	REMOVE EXISTING FLOORING AND WALL BASE. PREP FLOOR AND WALL SURFACE FOR SCHEDULED FLOORING & BASE.
D07	REMOVE EXISTING CEILING, CEILING TILES, CEILING GRIDS, CEILING LIGHT FIXTURES AS REQUIRED, REF: NEW RCP FOR FOR NEW SCOPE OF WORK.
D08	REMOVE EXISTING PLUMBING FIXTURES AND OR RESTROOM FIXTURES. CAP AND TERMINATE ANY UNUSED LINES. SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
D09	REMOVE TOILET PARTITIONS IN ITS ENTIRETY
D10	G.C. TO VERIFY ALL STRUCTURAL CONDITIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES
D11	EXISTING WALLS TO REMAIN
D12	REMOVE EXISTING MILLWORK AS INDICATED, PATCH AND REPAIR AS REQUIRED TO COMPLETE PROPOSED SCOPE.
D13	REMOVE EXISTING BOLLARD IN ITS ENTIRETY. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D14	EXISTING ELEVATOR TO REMAIN.
D15	REMOVE EXISTING LIFT. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D16	REMOVE RESTROOM VANITY IN ITS ENTIRETY.
D17	EXISTING LIFT TO REMAIN.
D18	REMOVE EXISTING CHAINLINK FENCE IN ITS ENTIRETY

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

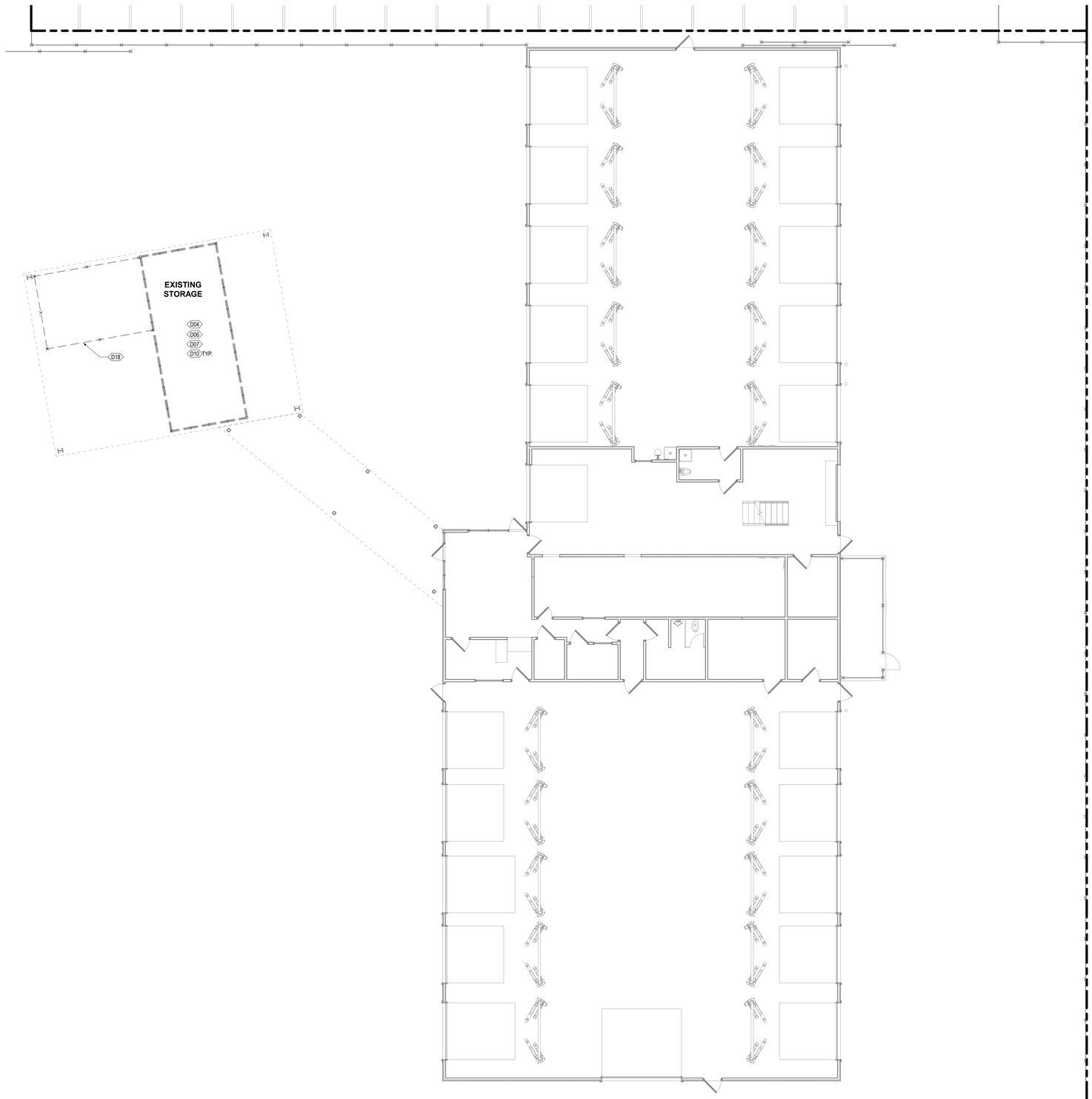
KEY PLAN

SHEET NAME
DEMO PLAN - SERVICE WRITERS

SHEET NUMBER
AD111

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021



1 DEMOLITION PLAN - SERVICE DEPARTMENT
1/8" = 1'-0"

DEMOLITION GENERAL NOTES:

1. CONTRACTOR IS TO SECURE ALL PERMITS AND EXPEDITE SAME INCLUDING ALL EXPRESS FEES.
2. PROVIDE A COMPREHENSIVE TIME ESTIMATE FOR THE WORK WITH INITIAL PROPOSAL ESTIMATE.
3. ON A WEEKLY BASIS CONTRACTOR SHALL PROVIDE THE OWNER WITH A WEEKLY SCHEDULE CLEARLY OUTLINING WORK TO BE DONE IN THAT WEEK, AND ADVISE OWNER OF WORK GOALS COMPLETED AND/OR NOT COMPLETED IN THE PRIOR WEEK.
4. CONTRACTOR TO COORDINATE DEMOLITION WORK WITH THE OWNER'S APPOINTED REPRESENTATIVE, AND PREPARE FOR REVIEW A DETAILED "DEMOLITION SCHEDULE" WITH OWNERS REPRESENTATIVE AT LEAST TWO WEEKS IN ADVANCE OF ANY DEMOLITION WORK TO BE DONE.
5. DEMOLISH IN AN ORDERLY AND CAREFUL MANNER AS REQUIRED TO ACCOMMODATE NEW WORK INCLUDING THAT REQUIRED FOR CONNECTION TO THE EXISTING BUILDING. PROTECT EXISTING FOUNDATIONS, WINDOWS AND SUPPORTING STRUCTURAL MEMBERS.
6. PERFORM DEMOLITION IN ACCORDANCE WITH APPLICABLE AUTHORITIES HAVING JURISDICTION OVER WORK.
7. PROVIDE DEMOLITION IN EXCESS OF THAT REQUIRED FOR NEW CONSTRUCTION, AT EXISTING TO REMAIN CONDITIONS, TERMINATE EXTENTS OF DEMOLITION AT A SIGNIFICANT JOINT INCLUDING BUT NOT LIMITED TO EDGE OF FOUNDATION, STRUCTURE, ROOF OR WALL.
8. BURNING OF MATERIALS ON SITE IS NOT PERMITTED.
9. REMOVE FROM SITE, CONTAMINATED, VERMIN INFESTED OR DANGEROUS MATERIALS ENCOUNTERED AND DISPOSE OF BY SAFE MEANS SO AS NOT TO ENDANGER HEALTH OF WORKERS AND PUBLIC.
10. REMOVE DEMOLISHED MATERIALS, TOOLS, AND EQUIPMENT FROM SITE UPON COMPLETION OF WORK. LEAVE SITE IN A CONDITION ACCEPTABLE TO THE ARCHITECT AND THE OWNER.
11. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY CAPACITIES AND SHALL INCREASE CAPACITY AS REQUIRED FOR NEW CONSTRUCTION: INCLUDING ELECTRICAL SWITCH GEAR, PRIMARY ELECTRICAL SERVICE, HVAC SYSTEMS AND PLUMBING SYSTEMS.
12. CONTRACTOR SHALL COORDINATE WITH THE OWNERS USE OF EXISTING BUILDINGS IN CONJUNCTION WITH THE WORK AND SHALL MAINTAIN FREE AND SAFE PASSAGE TO AND FROM.
13. CONTRACTOR SHALL PREVENT MOVEMENT OR SETTLEMENT OF EXISTING STRUCTURES. PROVIDE AND PLACE BRACING OR SHORING AND BE RESPONSIBLE FOR SAFETY AND SUPPORT OF EXISTING STRUCTURE. ASSUME LIABILITY FOR SUCH MOVEMENT, SETTLEMENT, DAMAGE, OR INJURY.
14. CONTRACTOR SHALL CEASE OPERATIONS AND NOTIFY THE ARCHITECT IMMEDIATELY, IF SAFETY OF STRUCTURE APPEARS TO BE ENDANGERED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROPERLY SUPPORT STRUCTURE. DO NOT RESUME OPERATIONS UNTIL SAFETY IS RESTORED.
15. CONTRACTOR SHALL ARRANGE AND PAY FOR DISCONNECTING FEES, INCLUDING REMOVING AND CAPPING UTILITY SERVICES WITHIN AREAS OF DEMOLITION. DISCONNECT AND STUB OFF. NOTIFY THE AFFECTED UTILITY COMPANY IN ADVANCE AND OBTAIN OWNER APPROVAL BEFORE STARTING THIS WORK.
16. CONTRACTOR SHALL PLACE MARKERS TO INDICATE LOCATION OF DISCONNECTED SERVICES. IDENTIFY SERVICE LINES AND CAPPING LOCATIONS ON PROJECT RECORD DOCUMENTS.
17. CONTRACTOR SHALL ERECT WEATHERPROOF CLOSURES FOR EXTERIOR OPENINGS.
18. CONTRACTOR SHALL ERECT AND MAINTAIN DUST PROOF PARTITIONS AS REQUIRED TO PREVENT SPREAD OF DUST, FUMES, AND SMOKE TO OTHER PARTS OF THE BUILDING. ON COMPETITION , REMOVE PARTITIONS AND REPAIR DAMAGED SURFACES TO MATCH ADJACENT SURFACES.
19. CONTRACTOR SHALL FIELD VERIFY, IDENTIFY AND MARK LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING ANY DEMOLITION WORK.

DEMOLITION FLOOR PLAN KEYNOTES

D01	REMOVE EXISTING WALLS & OR PARTIALLY REMOVE EXISTING WALL.PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D02	REMOVE EXISTING DOOR AND DOOR FRAMES AS INDICATED, PATCH AND REPAIR AS REQUIRED TO COMPLETE PROPOSED SCOPE.
D03	REMOVE EXISTING CURTAINWALL IN ITS ENTIRETY. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D04	REMOVE EXISTING STOREFRONT FRAMES AND DOOR FRAMES AS INDICATED, PATCH AND REPAIR AS REQUIRED TO COMPLETE PROPOSED SCOPE.
D05	SAWCUT AND REMOVE EXISTING CONCRETE.
D06	REMOVE EXISTING FLOORING AND WALL BASE. PREP FLOOR AND WALL SURFACE FOR SCHEDULED FLOORING & BASE.
D07	REMOVE EXISTING CEILING, CEILING TILES, CEILING GRIDS, CEILING LIGHT FIXTURES AS REQUIRED, REF: NEW RCP FOR FOR NEW SCOPE OF WORK.
D08	REMOVE EXISTING PLUMBING FIXTURES AND OR RESTROOM FIXTURES, CAP AND TERMINATE ANY UNUSED LINES. SEE PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
D09	REMOVE TOILET PARTITIONS IN ITS ENTIRETY
D10	G.C. TO VERIFY ALL STRUCTURAL CONDITIONS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES
D11	EXISTING WALLS TO REMAIN
D12	REMOVE EXISTING MILLWORK AS INDICATED, PATCH AND REPAIR AS REQUIRED TO COMPLETE PROPOSED SCOPE.
D13	REMOVE EXISTING BOLLARD IN ITS ENTIRETY. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D14	EXISTING ELEVATOR TO REMAIN.
D15	REMOVE EXISTING LIFT. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D16	REMOVE RESTROOM VANITY IN ITS ENTIRETY
D17	EXISTING LIFT TO REMAIN.
D18	REMOVE EXISTING CHAINLINK FENCE IN ITS ENTIRETY

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

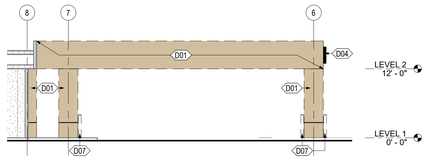
SHEET NAME
DEMO PLAN - SERVICE DEPARTMENT

SHEET NUMBER
AD112

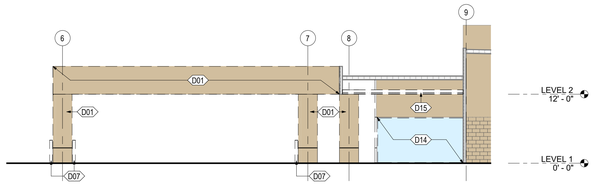
COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021

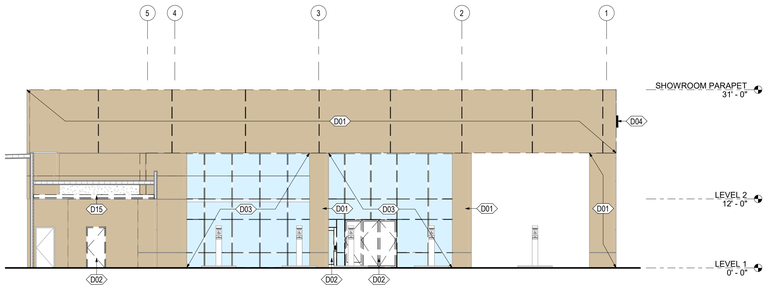
COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.



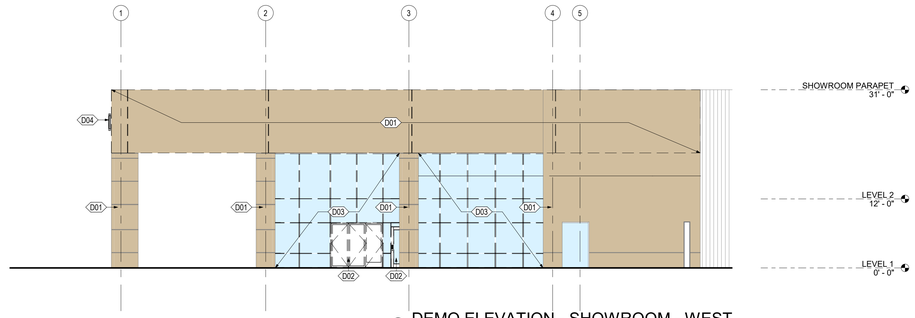
5 DEMO ELEVATION - SERVICE WRITERS - EAST
3/32" = 1'-0"



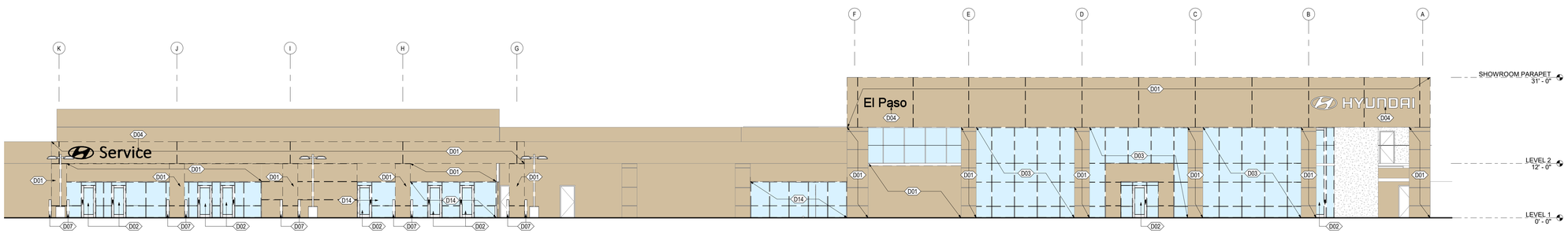
4 DEMO ELEVATION - SERVICE WRITERS - WEST
3/32" = 1'-0"



3 DEMO ELEVATION - SHOWROOM - EAST
3/32" = 1'-0"



2 DEMO ELEVATION - SHOWROOM - WEST
3/32" = 1'-0"



1 DEMO ELEVATION - NORTH
3/32" = 1'-0"

DEMOLITION GENERAL NOTES:

1. CONTRACTOR IS TO SECURE ALL PERMITS AND EXPEDITE SAME INCLUDING ALL EXPRESS FEES.
2. PROVIDE A COMPREHENSIVE TIME ESTIMATE FOR THE WORK WITH INITIAL PROPOSAL ESTIMATE.
3. ON A WEEKLY BASIS CONTRACTOR SHALL PROVIDE THE OWNER WITH A WEEKLY SCHEDULE CLEARLY OUTLINING WORK TO BE DONE IN THAT WEEK, AND ADVISE OWNER OF WORK GOALS COMPLETED AND/OR NOT COMPLETED IN THE PRIOR WEEK.
4. CONTRACTOR TO COORDINATE DEMOLITION WORK WITH THE OWNER'S APPOINTED REPRESENTATIVE, AND PREPARE FOR REVIEW A DETAILED "DEMOLITION SCHEDULE" WITH OWNERS REPRESENTATIVE AT LEAST TWO WEEKS IN ADVANCE OF ANY DEMOLITION WORK TO BE DONE.
5. DEMOLISH IN AN ORDERLY AND CAREFUL MANNER AS REQUIRED TO ACCOMMODATE NEW WORK INCLUDING THAT REQUIRED FOR CONNECTION TO THE EXISTING BUILDING. PROTECT EXISTING FOUNDATIONS, WINDOWS AND SUPPORTING STRUCTURAL MEMBERS.
6. PERFORM DEMOLITION IN ACCORDANCE WITH APPLICABLE AUTHORITIES HAVING JURISDICTION OVER WORK.
7. PROVIDE DEMOLITION IN EXCESS OF THAT REQUIRED FOR NEW CONSTRUCTION, AT EXISTING TO REMAIN CONDITIONS. TERMINATE EXTENTS OF DEMOLITION AT A SIGNIFICANT JOINT INCLUDING BUT NOT LIMITED TO EDGE OF FOUNDATION, STRUCTURE, ROOF OR WALL.
8. BURNING OF MATERIALS ON SITE IS NOT PERMITTED.
9. REMOVE FROM SITE, CONTAMINATED, VERMIN INFESTED OR DANGEROUS MATERIALS ENCOUNTERED AND DISPOSE OF BY SAFE MEANS SO AS NOT TO ENDANGER HEALTH OF WORKERS AND PUBLIC.
10. REMOVE DEMOLISHED MATERIALS, TOOLS, AND EQUIPMENT FROM SITE UPON COMPLETION OF WORK. LEAVE SITE IN A CONDITION ACCEPTABLE TO THE ARCHITECT AND THE OWNER.
11. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY CAPACITIES AND SHALL INCREASE CAPACITY AS REQUIRED FOR NEW CONSTRUCTION: INCLUDING ELECTRICAL SWITCH GEAR, PRIMARY ELECTRICAL SERVICE, HVAC SYSTEMS AND PLUMBING SYSTEMS.
12. CONTRACTOR SHALL COORDINATE WITH THE OWNERS USE OF EXISTING BUILDINGS IN CONJUNCTION WITH THE WORK AND SHALL MAINTAIN FREE AND SAFE PASSAGE TO AND FROM.
13. CONTRACTOR SHALL PREVENT MOVEMENT OR SETTLEMENT OF EXISTING STRUCTURES. PROVIDE AND PLACE BRACING OR SHORING AND BE RESPONSIBLE FOR SAFETY AND SUPPORT OF EXISTING STRUCTURE. ASSUME LIABILITY FOR SUCH MOVEMENT, SETTLEMENT, DAMAGE, OR INJURY.
14. CONTRACTOR SHALL CEASE OPERATIONS AND NOTIFY THE ARCHITECT IMMEDIATELY, IF SAFETY OF STRUCTURE APPEARS TO BE ENDANGERED. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROPERLY SUPPORT STRUCTURE. DO NOT RESUME OPERATIONS UNTIL SAFETY IS RESTORED.
15. CONTRACTOR SHALL ARRANGE AND PAY FOR DISCONNECTING FEES, INCLUDING REMOVING AND CAPPING UTILITY SERVICES WITHIN AREAS OF DEMOLITION. DISCONNECT AND STUB OFF. NOTIFY THE AFFECTED UTILITY COMPANY IN ADVANCE AND OBTAIN OWNER APPROVAL BEFORE STARTING THIS WORK.
16. CONTRACTOR SHALL PLACE MARKERS TO INDICATE LOCATION OF DISCONNECTED SERVICES. IDENTIFY SERVICE LINES AND CAPPING LOCATIONS ON PROJECT RECORD DOCUMENTS.
17. CONTRACTOR SHALL ERECT WEATHERPROOF CLOSURES FOR EXTERIOR OPENINGS.
18. CONTRACTOR SHALL ERECT AND MAINTAIN DUST PROOF PARTITIONS AS REQUIRED TO PREVENT SPREAD OF DUST, FUMES, AND SMOKE TO OTHER PARTS OF THE BUILDING, ON COMPETITION. REMOVE PARTITIONS AND REPAIR DAMAGED SURFACES TO MATCH ADJACENT SURFACES.
19. CONTRACTOR SHALL FIELD VERIFY, IDENTIFY AND MARK LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING ANY DEMOLITION WORK.

DEMOLITION ELEVATION KEYNOTES

D01	REMOVE EXISTING WALLS & OR PARTIALLY REMOVE EXISTING WALL PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D02	REMOVE EXISTING DOOR AND DOOR FRAMES AS INDICATED, PATCH AND REPAIR AS REQUIRED TO COMPLETE PROPOSED SCOPE.
D03	REMOVE EXISTING CURTAINWALL IN ITS ENTIRETY. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D04	REMOVE EXISTING PARAPET AND SIGNAGE
D07	REMOVE EXISTING BOLLARD IN ITS ENTIRETY. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D14	REMOVE EXISTING STOREFRONT IN ITS ENTIRETY. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D15	REMOVE EXISTING CEILING IN ITS ENTIRETY. PATCH AND REPAIR AS REQUIRED TO COMPLETE PROJECT SCOPE.
D16	EXISTING BUILDING ELEVATION TO REMAIN NO DEMOLITION WORK.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME

HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

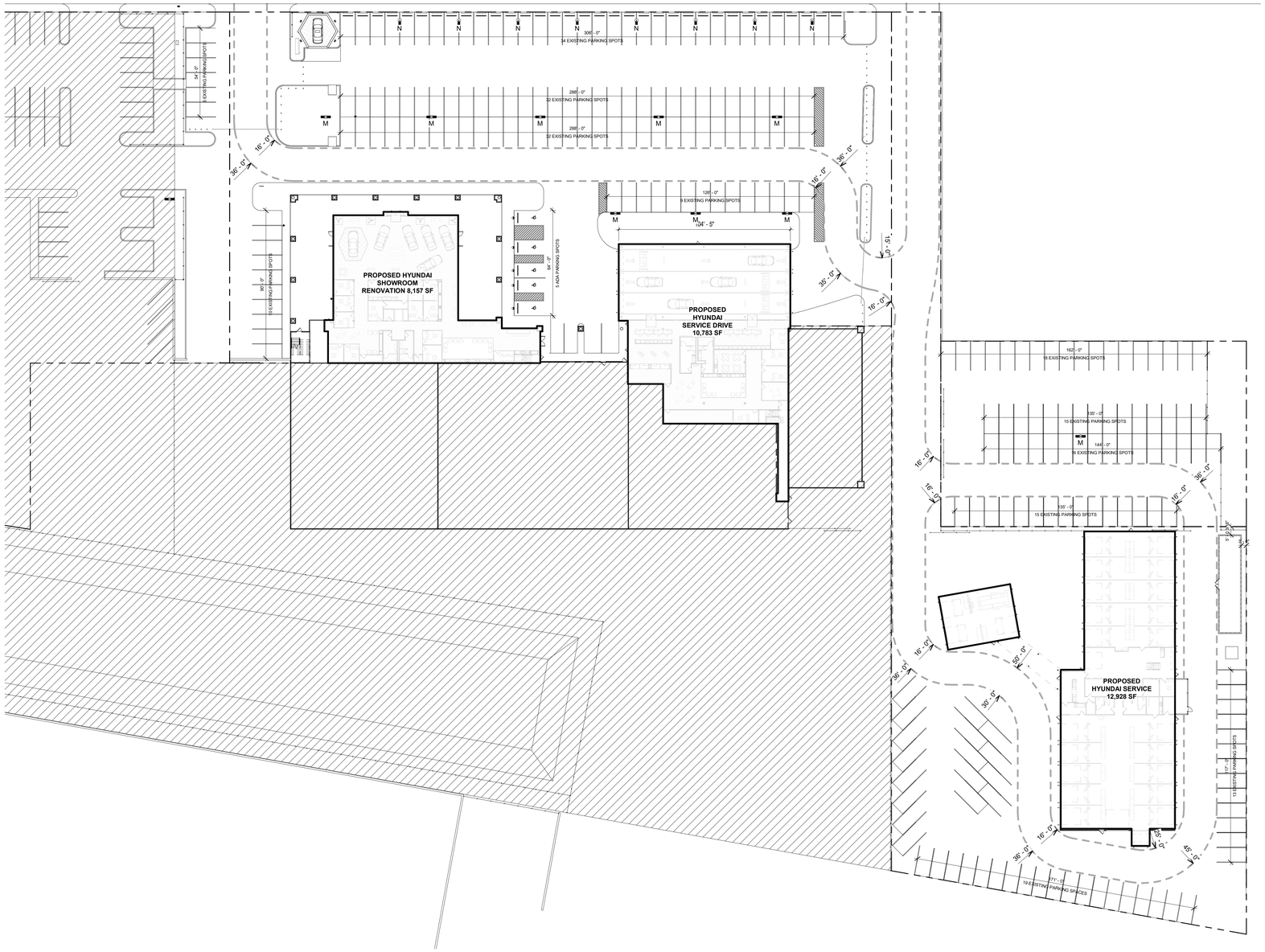
DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
DEMO ELEVATIONS

SHEET NUMBER
AD113

© GOREE ARCHITECTS 2021



1 DIMENSIONED SITE PLAN
1" = 30'-0"

SITE WORK GENERAL NOTES:

1. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION AND SCOPE OF WORK REQUIREMENTS.
2. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF CURBS, PAVING AND PLANTERS ADJACENT TO BUILDINGS.
3. CONTRACTOR SHALL EXECUTE THE WORK IN STRICT ACCORDANCE WITH THESE DRAWINGS, LOCAL GOVERNING BUILDING, FIRE, MECHANICAL AND PLUMBING CODES, THE CURRENT ACCESSIBILITY STANDARDS AND ALL OTHER AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT. THE CONTRACTOR SHALL REPORT CONFLICTING REQUIREMENTS TO THE ARCHITECT FOR INTERPRETATION.
4. DEALER SITE SIGNS AND THEIR REQUIRED FOUNDATIONS ARE NOT IN CONTRACT UNLESS NOTED OTHERWISE. GENERAL CONTRACTOR SHALL PROVIDE / COORDINATE POWER REQUIREMENTS CONDUITS, AND PROVIDE HOOK-UPS FOR POWER.
5. PARKING AND CURB DIMENSIONS ARE TAKEN FROM FACE OF CURB UNLESS NOTED OTHERWISE.
6. ACCESSIBLE PARKING SPACES SHALL COMPLY WITH APPLICABLE ACCESSIBILITY CODES. PROVIDE SIGNS SHOWING SYMBOL OF ACCESSIBILITY AT EACH SPACE. PROVIDE "VAN ACCESSIBLE" SIGN AT VAN SPACE. REFERENCE ACCESSIBILITY SHEETS FOR MOUNTING DETAILS.
7. POST SITE ADDRESS DURING CONSTRUCTION AND AFTER THE BUILDING IS OCCUPIED IN ACCORDANCE WITH FIRE MARSHALL REQUIREMENTS.
8. REFER TO CIVIL FOR FIRE AND SITE YARD HYDRANTS INFORMATION.
9. REFER TO LANDSCAPE & IRRIGATION PLANS FOR APPROXIMATE LOCATIONS AND QUANTITIES.
10. REFER TO ELECTRICAL PLANS FOR POWER

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

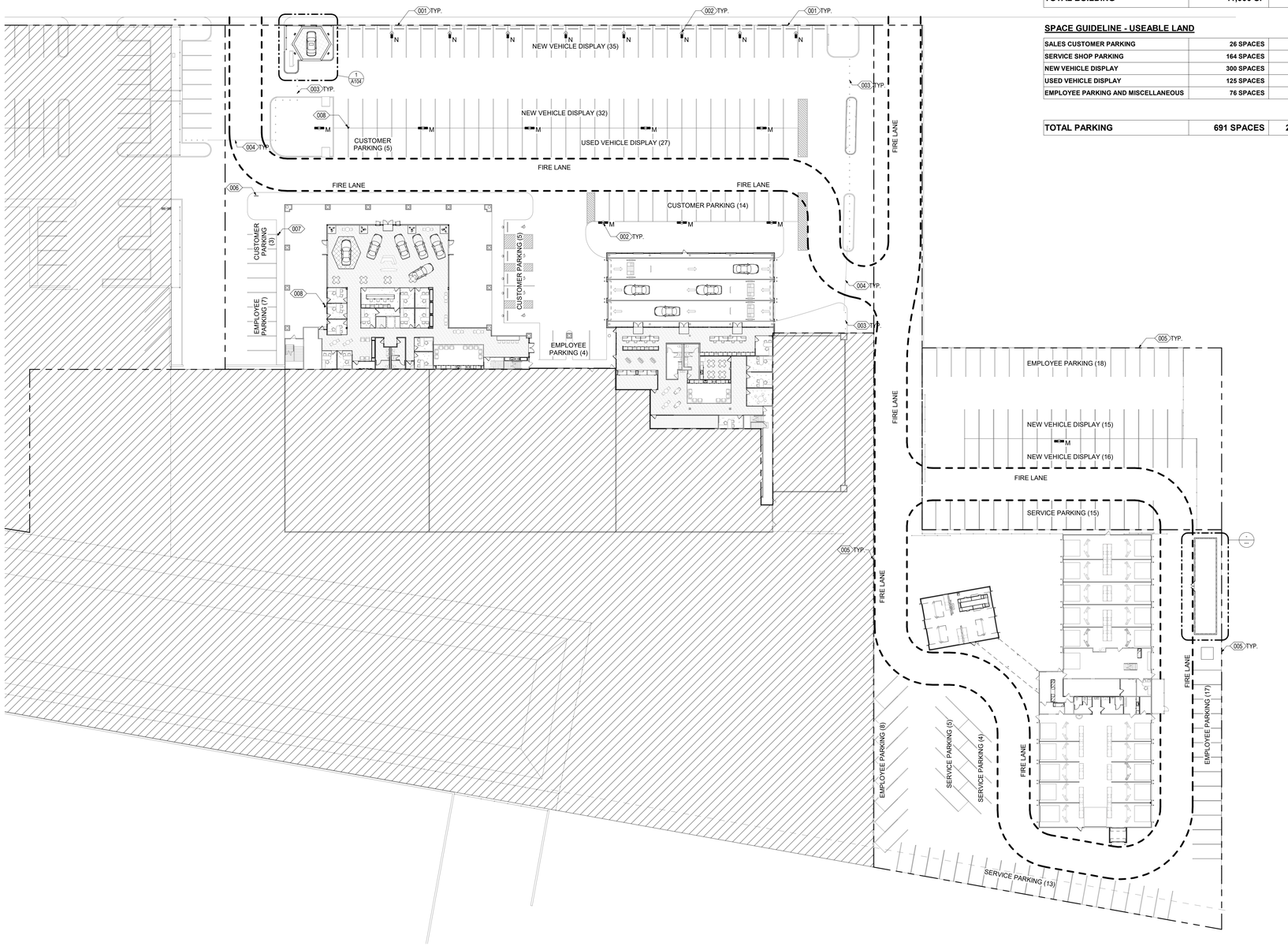
KEY PLAN

SHEET NAME
DIMENSIONED SITE PLAN

SHEET NUMBER
A101

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021



1 NOTED SITE PLAN
1" = 30'-0"

HMA SITE DATA

PROGRAM TYPE	REQUIRED UNIT / AREA	PROPOSED UNIT / AREA

SPACE GUIDELINE - BUILDING

CUSTOMER FOCUS AREAS	7,850 SF	13,520 SF
DISPLAY VEHICLES	6	6
GENERAL ADMIN / BUSINESS OFFICE	1,750 SF	6,145 SF
SERVICE DRIVE	2,700 SF	4,752 SF
SERVICE WORKSHOP	21,525 SF	12,040 SF
SERVICE WORKSHOP (bays with lifts, including alignment rack)	41	*30
PARTS STORAGE	7,175 SF	5,976 SF

*INCLUDES 6 OFFSITE BAYS

TOTAL BUILDING	41,000 SF	42,433 SF

SPACE GUIDELINE - USEABLE LAND

SALES CUSTOMER PARKING	26 SPACES	27 SPACES
SERVICE SHOP PARKING	164 SPACES	37 SPACES
NEW VEHICLE DISPLAY	300 SPACES	98 SPACES
USED VEHICLE DISPLAY	125 SPACES	27 SPACES
EMPLOYEE PARKING AND MISCELLANEOUS	76 SPACES	54 SPACES

TOTAL PARKING	691 SPACES	243 SPACES

SITE WORK GENERAL NOTES:

1. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION AND SCOPE OF WORK REQUIREMENTS.
2. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF CURBS, PAVING AND PLANTERS ADJACENT TO BUILDINGS.
3. CONTRACTOR SHALL EXECUTE THE WORK IN STRICT ACCORDANCE WITH THESE DRAWINGS, LOCAL GOVERNING BUILDING, FIRE, MECHANICAL AND PLUMBING CODES, THE CURRENT ACCESSIBILITY STANDARDS AND ALL OTHER AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT. THE CONTRACTOR SHALL REPORT CONFLICTING REQUIREMENTS TO THE ARCHITECT FOR INTERPRETATION.
4. DEALER SITE SIGNS AND THEIR REQUIRED FOUNDATIONS ARE NOT IN CONTRACT UNLESS NOTED OTHERWISE. GENERAL CONTRACTOR SHALL PROVIDE / COORDINATE POWER REQUIREMENTS CONDUITS, AND PROVIDE HOOK-UPS FOR POWER.
5. PARKING AND CURB DIMENSIONS ARE TAKEN FROM FACE OF CURB UNLESS NOTED OTHERWISE.
6. ACCESSIBLE PARKING SPACES SHALL COMPLY WITH APPLICABLE ACCESSIBILITY CODES. PROVIDE SIGNS SHOWING SYMBOL OF ACCESSIBILITY AT EACH SPACE. PROVIDE "VAN ACCESSIBLE" SIGN AT VAN SPACE. REFERENCE ACCESSIBILITY SHEETS FOR MOUNTING DETAILS.
7. POST SITE ADDRESS DURING CONSTRUCTION AND AFTER THE BUILDING IS OCCUPIED IN ACCORDANCE WITH FIRE MARSHALL REQUIREMENTS.
8. REFER TO CIVIL FOR FIRE AND SITE YARD HYDRANTS INFORMATION.
9. REFER TO LANDSCAPE & IRRIGATION PLANS FOR APPROXIMATE LOCATIONS AND QUANTITIES.
10. REFER TO ELECTRICAL PLANS FOR POWER

SITE PLAN KEYNOTES

001	EXISTING CONCRETE BARRIER TO BE REPAINTED P-2 "KAFFEE" TO MATCH HMA STANDARDS
002	EXISTING CONCRETE POLE AND POLE BASE TO BE REPAINTED P-2 "KAFFEE" TO MATCH HMA STANDARDS. LIGHT FIXTURE TO BE UPDATED TO HMA STANDARDS
003	EXISTING PIPE BOLLARD 4TO BE REPAINTED P-2 "KAFFEE" TO MATCH HMA STANDARDS
004	EXISTING PIPE GATE TO BE REPAINTED P-2 "KAFFEE" TO MATCH HMA STANDARDS
005	EXISTING CHAIN LINK FENCE TO REMAIN. REMOVE ANY BARB WIRE THAT IS ON FENCE. PATCH AND REPAIR AS NEEDED.
006	HYUNDAI DIRECTIONAL SIGNAGE, GC TO COORDINATE WITH OWNER AND VENDOR.
007	STAGE 3 EV CHARGING STATION. REFER TO MEP
008	STAGE 2 EV CHARGING STATION. REFER TO MEP

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS.
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
NOTED SITE PLAN

SHEET NUMBER
A102

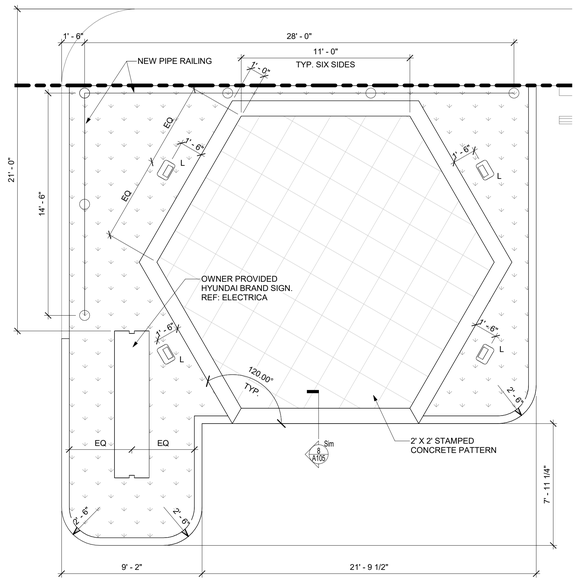
COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

SITE WORK GENERAL NOTES:

1. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION AND SCOPE OF WORK REQUIREMENTS.
2. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS OF CURBS, PAVING AND PLANTERS ADJACENT TO BUILDINGS.
3. CONTRACTOR SHALL EXECUTE THE WORK IN STRICT ACCORDANCE WITH THESE DRAWINGS, LOCAL GOVERNING BUILDING, FIRE, MECHANICAL AND PLUMBING CODES, THE CURRENT ACCESSIBILITY STANDARDS AND ALL OTHER AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT. THE CONTRACTOR SHALL REPORT CONFLICTING REQUIREMENTS TO THE ARCHITECT FOR INTERPRETATION.
4. DEALER SITE SIGNS AND THEIR REQUIRED FOUNDATIONS ARE NOT IN CONTRACT UNLESS NOTED OTHERWISE. GENERAL CONTRACTOR SHALL PROVIDE / COORDINATE POWER REQUIREMENTS CONDUITS, AND PROVIDE HOOK-UPS FOR POWER.
5. PARKING AND CURB DIMENSIONS ARE TAKEN FROM FACE OF CURB UNLESS NOTED OTHERWISE.
6. ACCESSIBLE PARKING SPACES SHALL COMPLY WITH APPLICABLE ACCESSIBILITY CODES. PROVIDE SIGNS SHOWING SYMBOL OF ACCESSIBILITY AT EACH SPACE. PROVIDE "VAN ACCESSIBLE" SIGN AT VAN SPACE. REFERENCE ACCESSIBILITY SHEETS FOR MOUNTING DETAILS.
7. POST SITE ADDRESS DURING CONSTRUCTION AND AFTER THE BUILDING IS OCCUPIED IN ACCORDANCE WITH FIRE MARSHALL REQUIREMENTS.
8. REFER TO CIVIL FOR FIRE AND SITE YARD HYDRANTS INFORMATION.
9. REFER TO LANDSCAPE & IRRIGATION PLANS FOR APPROXIMATE LOCATIONS AND QUANTITIES.
10. REFER TO ELECTRICAL PLANS FOR POWER



1 VEHICLE DISPLAY PAD
1/4" = 1'-0"

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

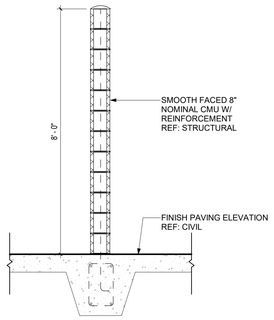
DATE:	MARK:	DESCRIPTION:

KEY PLAN

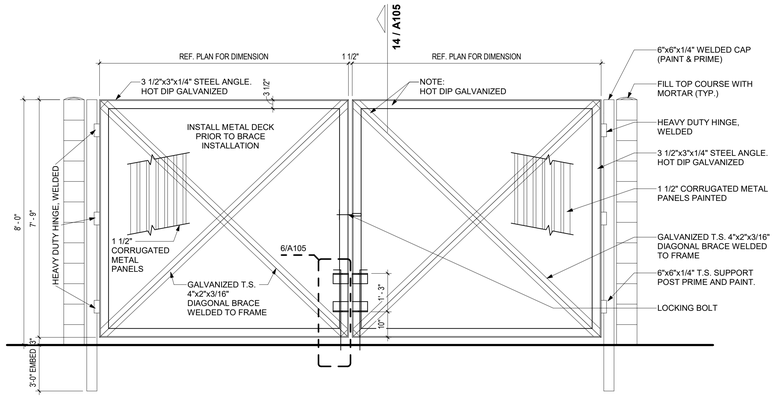
SHEET NAME
SITE DETAILS

SHEET NUMBER
A104

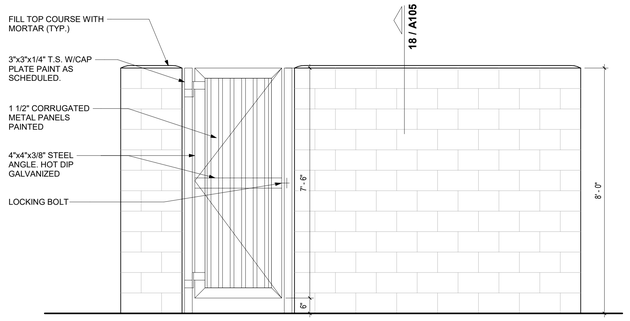
© GOREE ARCHITECTS 2021



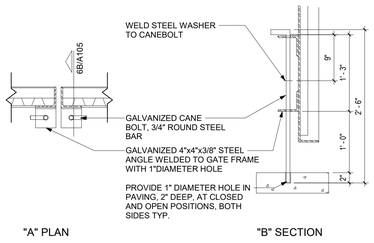
18 DUMPSTER ENCLOSURE WALL SECTION
1/2" = 1'-0"



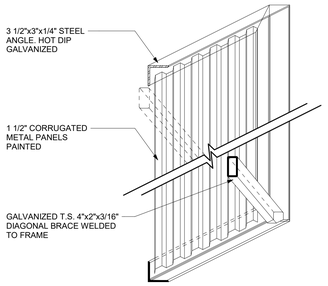
17 DUMPSTER GATE ELEVATION
1/2" = 1'-0"



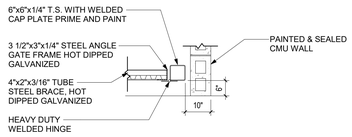
16 DUMPSTER MAN GATE ELEVATION
1/2" = 1'-0"



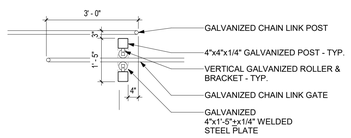
15 GATE DETAILS
1" = 1'-0"



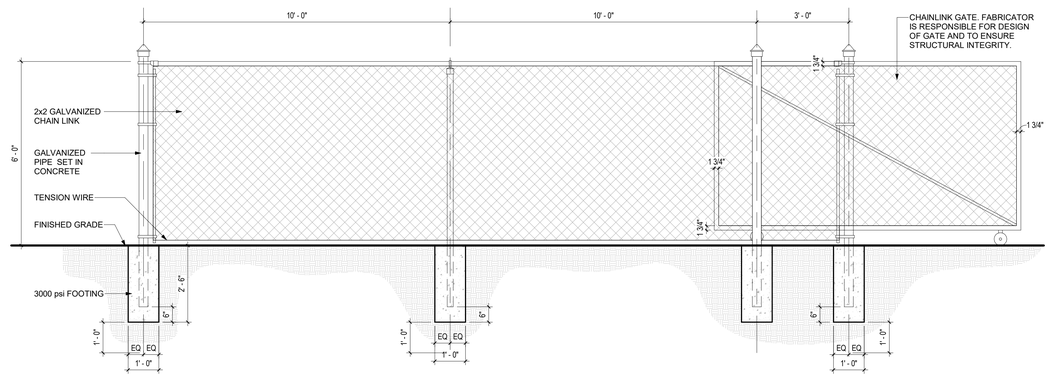
14 DUMPSTER GATE ISOMETRIC
1 1/2" = 1'-0"



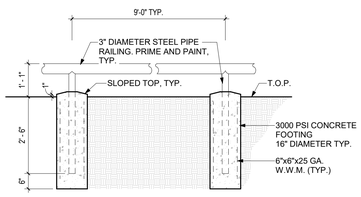
13 GATE DETAILS 2
1/2" = 1'-0"



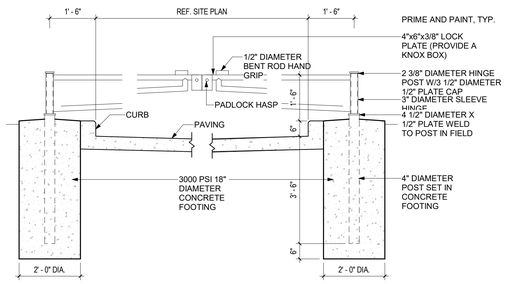
12 CHAIN LINK PLAN GATE DETAIL
1/2" = 1'-0"



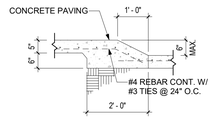
11 CHAIN LINK FENCE AND GATE DETAIL
1/2" = 1'-0"



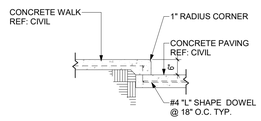
10 PIPE RAIL DETAIL
1/2" = 1'-0"



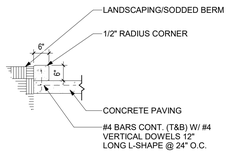
9 SWING GATE DETAIL OVER 20'
1/2" = 1'-0"



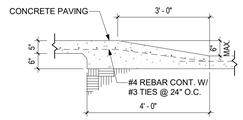
8 VEHICLE DISPLAY PAD ROLLOVER CURB
1/2" = 1'-0"



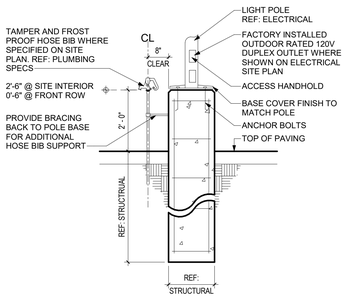
7 CONCRETE WALK DETAIL
1/2" = 1'-0"



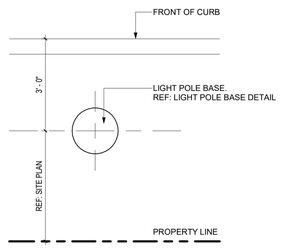
6 CONCRETE CURB DETAL
1/2" = 1'-0"



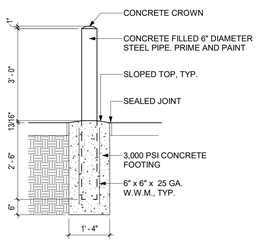
5 ROLLOVER CURB DETAIL
1/2" = 1'-0"



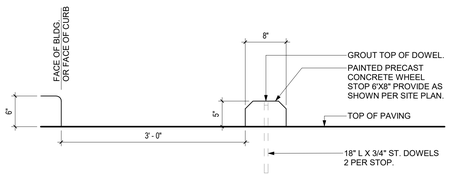
4 LIGHT POLE BASE
1/2" = 1'-0"



3 LIGHT BASE AT FRONT ROW
1/2" = 1'-0"



2 BOLLARD DETAIL
1/2" = 1'-0"



1 WHEEL STOP
1" = 1'-0"

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

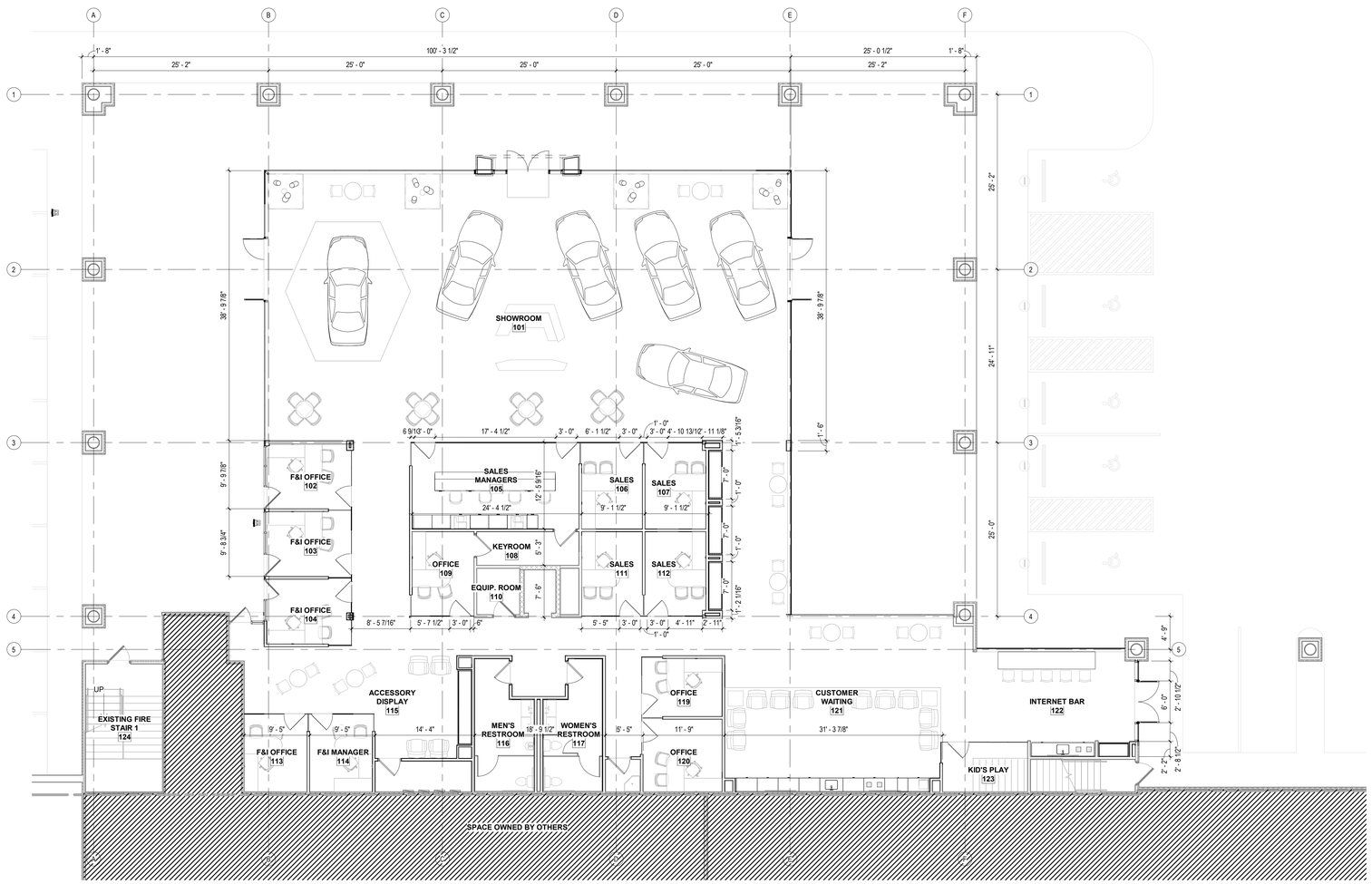
DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
SITE DETAILS

SHEET NUMBER
A105

© GOREE ARCHITECTS 2021



1 DIMENSIONED PLAN - FIRST FLOOR
1/8" = 1'-0"

SHEET NOTES:

1. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICTS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS.
3. CONTRACTOR SHALL NOT SCALE DRAWINGS.
4. DIMENSIONS ARE TO FACE OF WALL FINISH UNLESS NOTED OTHERWISE.

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand

5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME

HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

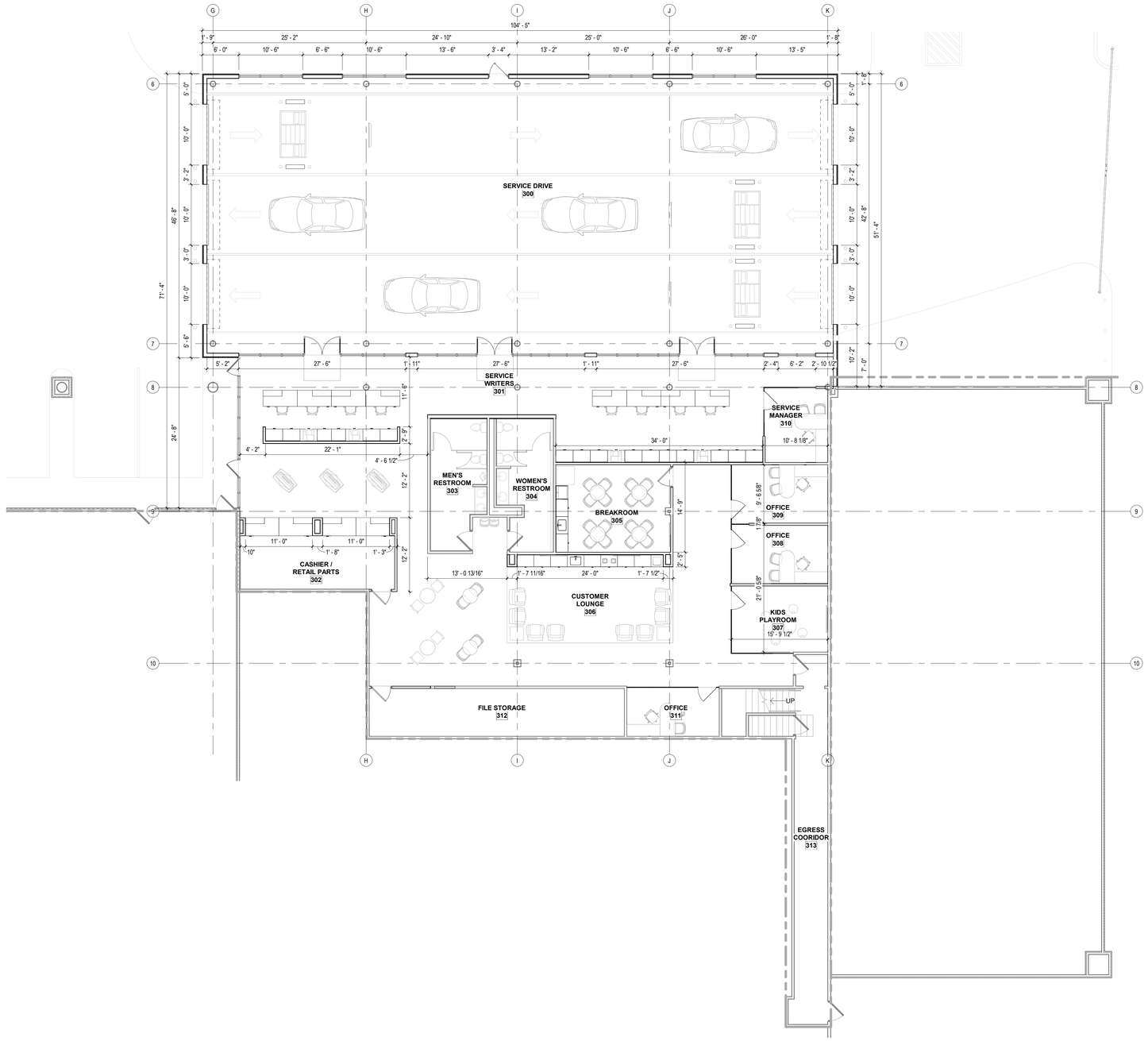
KEY PLAN

SHEET NAME
DIMENSION PLAN -
SHOWROOM

SHEET NUMBER
A120

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021



1 DIMENSIONED PLAN - FIRST FLOOR
1/8" = 1'-0"

SHEET NOTES:

1. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICTS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS.
3. CONTRACTOR SHALL NOT SCALE DRAWINGS.
4. DIMENSIONS ARE TO FACE OF WALL FINISH UNLESS NOTED OTHERWISE.

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand

5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

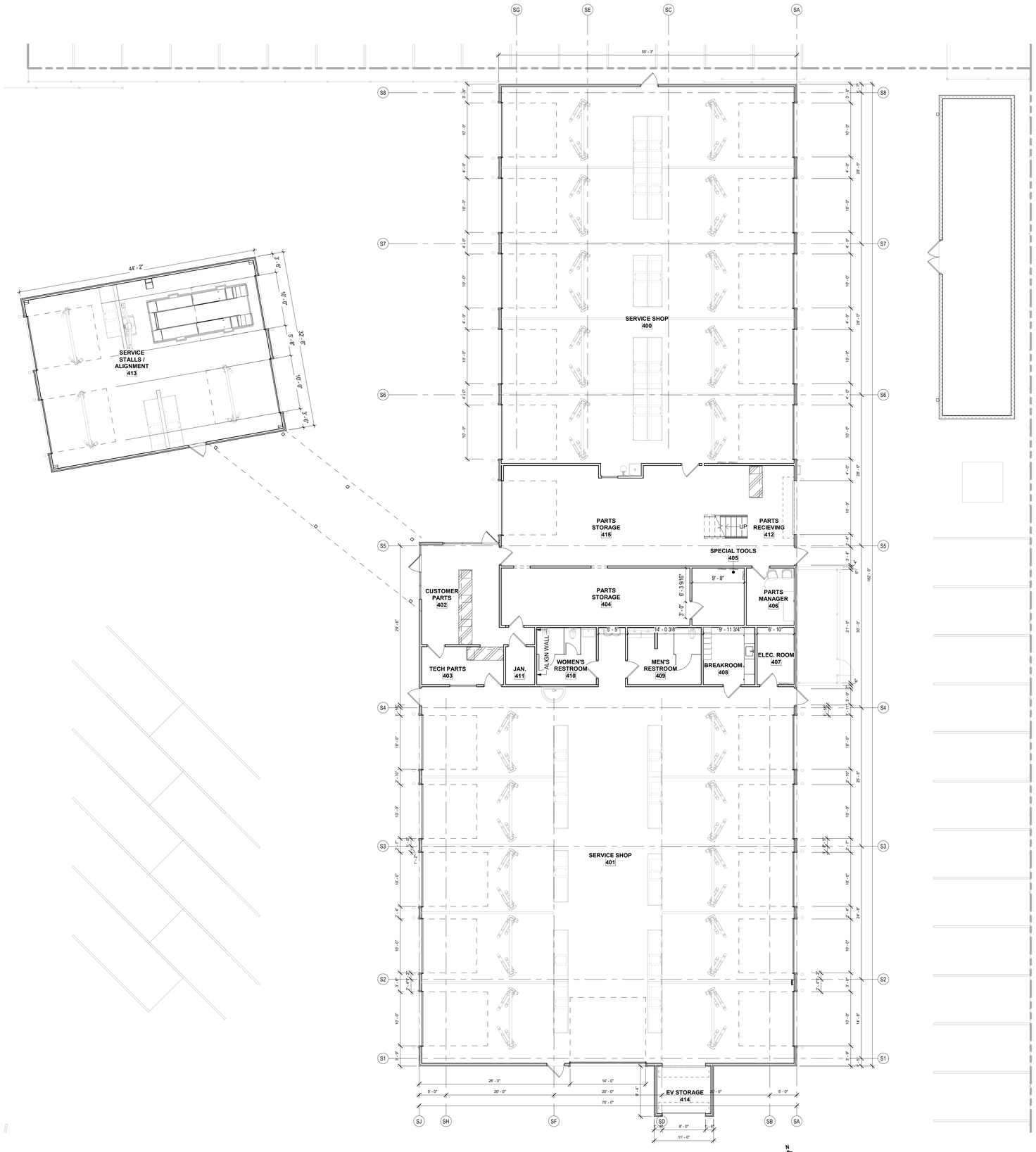
KEY PLAN

SHEET NAME
DIMENSION PLAN - SERVICE WRITERS

SHEET NUMBER
A122

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021



1 DIMENSIONED PLAN - FIRST FLOOR
1/8" = 1'-0"

SHEET NOTES:

1. CONTRACTOR SHALL FIELD VERIFY DIMENSIONS PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY THE ARCHITECT OF ANY CONFLICTS OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS.
3. CONTRACTOR SHALL NOT SCALE DRAWINGS.
4. DIMENSIONS ARE TO FACE OF WALL FINISH UNLESS NOTED OTHERWISE.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

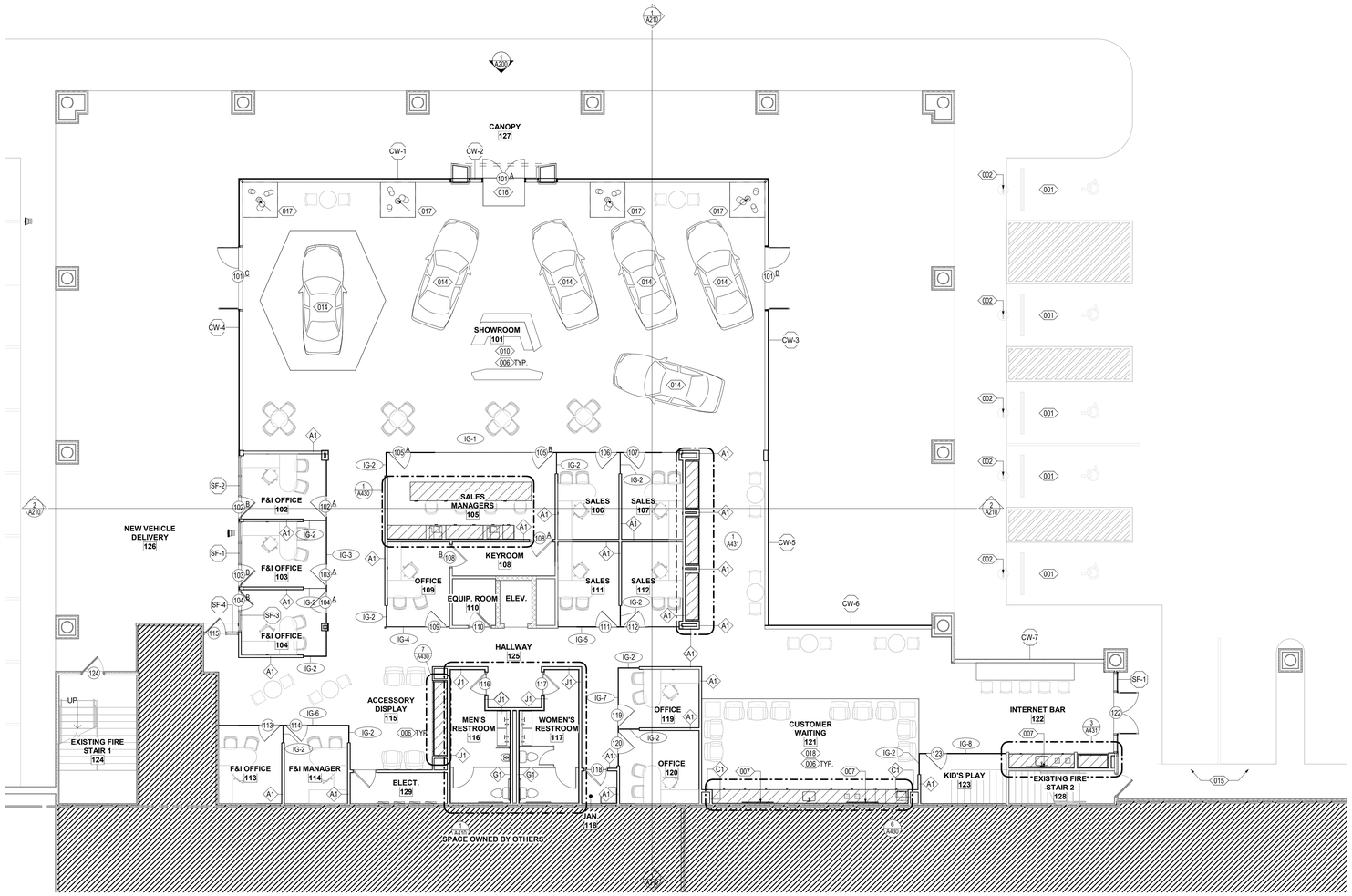
KEY PLAN

SHEET NAME
DIMENSION PLAN - SERVICE DEPARTMENT

SHEET NUMBER
A123

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021



1 NOTED PLAN - SHOWROOM
1/8" = 1'-0"

GENERAL PLAN NOTES:

1. INTERIOR PARTITIONS TO BE TYPE 'A1'. UNLESS NOTED OTHERWISE.
2. THE WORK SHALL CONFORM TO REQUIREMENTS OF APPLICABLE LOCAL, STATE, AND FEDERAL BUILDING CODES AND AGENCIES HAVING JURISDICTION OVER THE VARIOUS PHASES OF THE WORK.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING WORK AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. PROVIDE FULL HEIGHT 5/8" CEMENT BACKER BOARD AT TOILET AND JANITOR ROOMS, AND AT WALLS TO RECEIVE TILE.
5. PROVIDE AND INSTALL SOUND DAMPENING INSULATION AT ALL PERIMETER METAL STUD WALLS OF RESTROOMS AND MECHANICAL ROOMS. EXTEND PARTITION WALLS TO UNDERSIDE OF DECK.
6. REFER TO NOTED FLOOR PLANS AND CODE ANALYSIS FOR FIRE-RATED WALLS. PROVIDE SOLID BACKING FOR ALL FIRE-RATED SHUTTERS IN WALL CAVITIES.
7. PROVIDE AND INSTALL THERMAL BATT INSULATION AT INTERIOR METAL STUD PARTITION WALLS ADJOINING AIR CONDITIONED AREAS WITH NON-AIR CONDITIONED AREAS.
8. REFER TO **ACCESSIBILITY STANDARDS** SHEETS FOR ACCESSIBILITY REQUIREMENTS. THE WORK SHALL CONFORM TO LOCAL, STATE, AND FEDERAL ACCESSIBILITY REQUIREMENTS.
9. ACCESSIBLE RESTROOMS SHALL CONFORM TO LOCAL, STATE AND FEDERAL ACCESSIBILITY REQUIREMENTS.
10. CONTRACTOR SHALL PROVIDE BLOCKING WHERE REQUIRED FOR TOILET ACCESSORIES.
11. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER CONNECTIONS OF THE EQUIPMENT. THE CONTRACTOR SHALL COORDINATE W/ OWNER'S VENDORS FOR ITEMS REQUIRING HOOK-UPS.
12. CONTRACTOR SHALL PROVIDE (3) 4'-0" x 8'-0" x 3/4" THICK A-C GRADE PAINTED PLYWOOD PANEL BOARDS FOR COMMUNICATION AND DATA EQUIPMENT. LOCATION TO BE DETERMINED BY ARCHITECT.
13. GENERAL CONTRACTOR SHALL SECURE AND PAY FOR BUILDING PERMITS, APPLICATIONS FEES, SERVICE FEES, GOVERNMENTAL FEES, LICENSES AND INSPECTIONS NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK.
14. PAINT EXPOSED CONDUIT, PIPING, METAL BUILDING COMPONENTS, ACCESSORIES, DUCTWORK AND PIPING RACEWAY ACCESSORIES AT ROOMS NOTED AS "PAINT EXPOSED STRUCTURE."
15. PAINT VISIBLE CONDUIT, PIPING, BUILDING COMPONENTS, ACCESSORIES, DUCTWORK AND PIPING RACEWAY ACCESSORIES ABOVE RETURN AIR GRILLS WHEN RETURN AIR PLENUM IS DESIGNED
16. HOLLOW METAL DOORS AND FRAMES SHALL BE PAINTED TO MATCH ADJACENT WALL, BOTH SIDES, UNLESS NOTED OTHERWISE. TYP.
17. PROVIDE CORNER GUARDS AT WALLS INDICATED AND SPECIFIED.

FLOOR PLAN KEYNOTES

001	EXISTING ADA PARKING STALL TO BE UPDATE TO MEET CURRENT ADA STANDARDS. REFER TO ACCESSIBILITY SHEETS.
002	EXISTING ADA PARKING SIGN TO BE UPDATE TO MEET CURRENT ADA STANDARDS. REFER TO ACCESSIBILITY SHEETS.
003	EXISTING BOLLARD TO REMAIN AND BE PAINTED PT-2
004	CONCRETE FILLED, PAINTED P-2, STEEL PIPE BOLLARD REFER TO SITE DETAILS.
005	KEY DROP BOX
006	FURNITURE PROVIDED BY OWNER, G.C. TO PROVIDE DATA AND POWER CONNECTIONS. TYPICAL REFER TO ELECTRICAL DRAWINGS
007	TV BY OWNER. GC TO PROVIDE POWER & DATA. REFER TO ELECTRICAL DRAWINGS
008	EXISTING FENCE TO REMAIN. BARBED WIRE TO BE REMOVED.
009	ALL NEW EQUIPMENT AND BENCHES MUST BE PER HYUNDAI STANDARDS.
010	PROVIDE FLOOR OUTLET WITH POWER, PHONE, AND DATA CONNECTIONS FOR RECEPTION DESK AND BRAND WALL. REFER TO ELECTRICAL
011	FUTURE DIGITAL INFORMATION DISPLAYS. REFER TO MEP FOR PREWIRE INFORMATION
012	ABOVE-GROUND LIFT BY OWNER, G.C. TO COORDINATE WITH OWNER AND VENDOR. PROVIDE POWER AND HOOK UP. REFER TO ELECTRICAL DRAWINGS
013	EXISTING ABOVE-GROUND TO REMAIN.
014	DISPLAY VEHICLES BY OWNER. REFER TO ELECTRICAL FOR FLOOR BOX LOCATIONS
015	STAGE 2 EV CHARGING STATION. REFER TO MEP
016	WALK OFF MATT. REFER TO FINISH SCHEDULE
017	LIGHT FIXTURE A. REF: INTERIOR LIGHT FIXTURE SCHEDULE
018	DEDICATED CUSTOMER INTERNET ACCESS IN CUSTOMER LOUNGE AREAS. PROVIDED BY OWNER
019	DEDICATED SERVICE ADVISORS INTERNET ACCESS IN SERVICE WRITE UP AREA. PROVIDED BY OWNER
020	DEDICATED SERVICE TECHNICIAN INTERNET ACCESS IN SERVICE SHOP AND PARTS. PROVIDED BY OWNER
021	REPAINT STRIPING - 4" WIDE (EPX - 2), AS REQUIRED TO COMPLETE PROPOSED SCOPE OF WORK.
022	TREAD READER EQUIPMENT. GC TO COORDINATE WITH VENDOR FOR LOCATION AND INSTALATION REQUIREMENTS.
023	ALIGNMENT CHECK EQUIPMENT. GC TO COORDINATE WITH VENDOR FOR LOCATION AND INSTALATION REQUIREMENTS.
024	ALIGNMENT BY OWNER, G.C. TO COORDINATE WITH OWNER AND VENDOR. PROVIDE POWER AND HOOK UP. REFER TO ELECTRICAL DRAWINGS

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

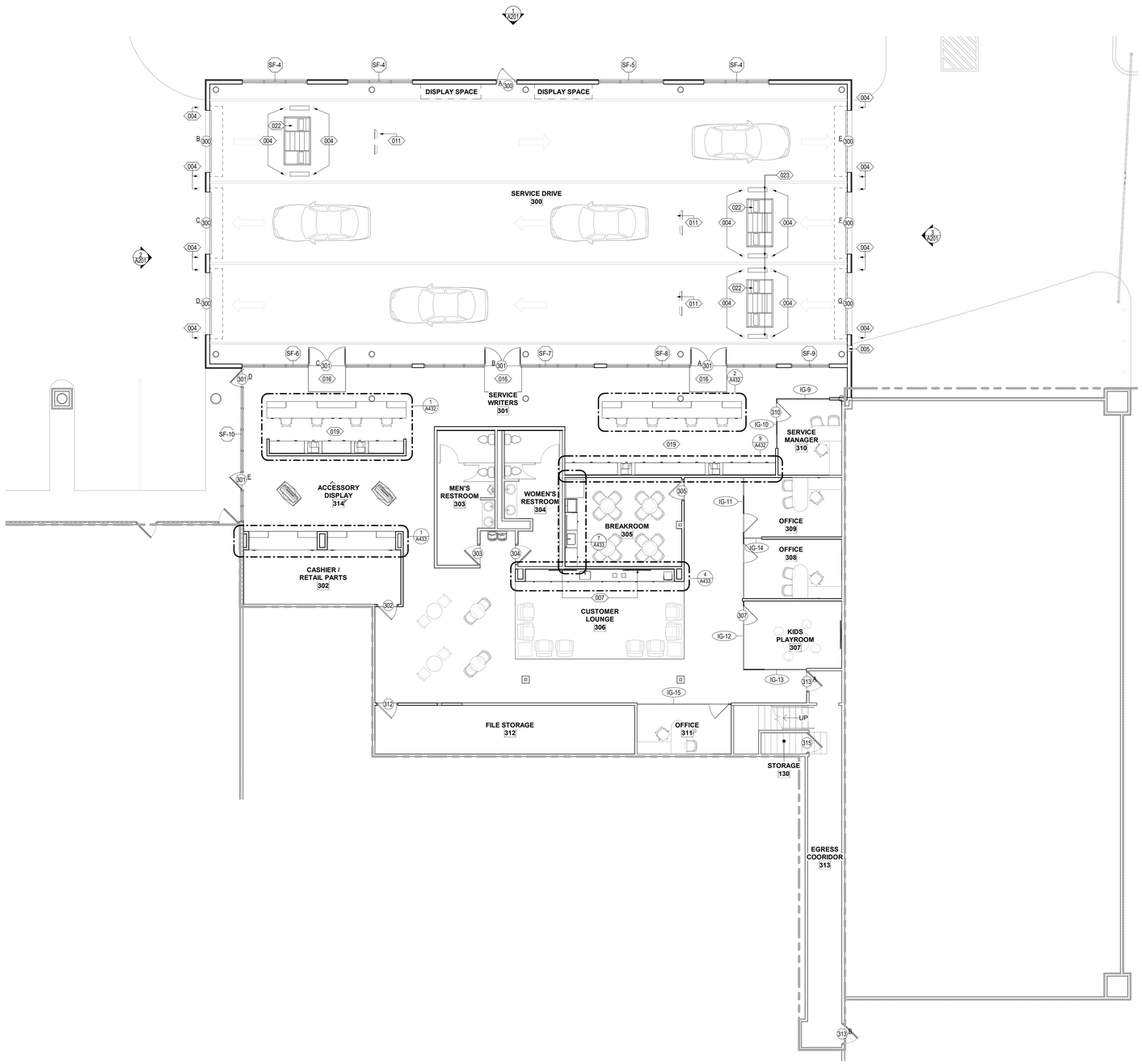
DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
NOTED PLAN - SHOWROOM

SHEET NUMBER
A130

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021



1 NOTED PLAN - SERVICE WRITERS
1/8" = 1'-0"

GENERAL PLAN NOTES:

1. INTERIOR PARTITIONS TO BE TYPE 'A1'. UNLESS NOTED OTHERWISE.
2. THE WORK SHALL CONFORM TO REQUIREMENTS OF APPLICABLE LOCAL, STATE, AND FEDERAL BUILDING CODES AND AGENCIES HAVING JURISDICTION OVER THE VARIOUS PHASES OF THE WORK.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING WORK AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. PROVIDE FULL HEIGHT 5/8" CEMENT BACKER BOARD AT TOILET AND JANITOR ROOMS, AND AT WALLS TO RECEIVE TILE.
5. PROVIDE AND INSTALL SOUND DAMPENING INSULATION AT ALL PERIMETER METAL STUD WALLS OF RESTROOMS AND MECHANICAL ROOMS. EXTEND PARTITION WALLS TO UNDERSIDE OF DECK.
6. REFER TO NOTED FLOOR PLANS AND CODE ANALYSIS FOR FIRE-RATED WALLS. PROVIDE SOLID BACKING FOR ALL FIRE-RATED SHUTTERS IN WALL CAVITIES.
7. PROVIDE AND INSTALL THERMAL BATT INSULATION AT INTERIOR METAL STUD PARTITION WALLS ADJOINING AIR CONDITIONED AREAS WITH NON-AIR CONDITIONED AREAS.
8. REFER TO **ACCESSIBILITY STANDARDS** SHEETS FOR ACCESSIBILITY REQUIREMENTS. THE WORK SHALL CONFORM TO LOCAL, STATE, AND FEDERAL ACCESSIBILITY REQUIREMENTS.
9. ACCESSIBLE RESTROOMS SHALL CONFORM TO LOCAL, STATE AND FEDERAL ACCESSIBILITY REQUIREMENTS.
10. CONTRACTOR SHALL PROVIDE BLOCKING WHERE REQUIRED FOR TOILET ACCESSORIES.
11. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER CONNECTIONS OF THE EQUIPMENT. THE CONTRACTOR SHALL COORDINATE W/ OWNER'S VENDORS FOR ITEMS REQUIRING HOOK-UPS.
12. CONTRACTOR SHALL PROVIDE (3) 4'-0" x 8'-0" x 3/4" THICK A-C GRADE PAINTED PLYWOOD PANEL BOARDS FOR COMMUNICATION AND DATA EQUIPMENT. LOCATION TO BE DETERMINED BY ARCHITECT.
13. GENERAL CONTRACTOR SHALL SECURE AND PAY FOR BUILDING PERMITS, APPLICATIONS FEES, SERVICE FEES, GOVERNMENTAL FEES, LICENSES AND INSPECTIONS NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK.
14. PAINT EXPOSED CONDUIT, PIPING, METAL BUILDING COMPONENTS, ACCESSORIES, DUCTWORK AND PIPING RACEWAY ACCESSORIES AT ROOMS NOTED AS "PAINT EXPOSED STRUCTURE."
15. PAINT VISIBLE CONDUIT, PIPING, BUILDING COMPONENTS, ACCESSORIES, DUCTWORK AND PIPING RACEWAY ACCESSORIES ABOVE RETURN AIR GRILLS WHEN RETURN AIR PLENUM IS DESIGNED
16. HOLLOW METAL DOORS AND FRAMES SHALL BE PAINTED TO MATCH ADJACENT WALL, BOTH SIDES, UNLESS NOTED OTHERWISE. TYP.
17. PROVIDE CORNER GUARDS AT WALLS INDICATED AND SPECIFIED.

FLOOR PLAN KEYNOTES

001	EXISTING ADA PARKING STALL TO BE UPDATE TO MEET CURRENT ADA STANDARDS. REFER TO ACCESSIBILITY SHEETS.
002	EXISTING ADA PARKING SIGN TO BE UPDATE TO MEET CURRENT ADA STANDARDS. REFER TO ACCESSIBILITY SHEETS.
003	EXISTING BOLLARD TO REMAIN AND BE PAINTED PT-2
004	CONCRETE FILLED, PAINTED P-2, STEEL PIPE BOLLARD REFER TO SITE DETAILS.
005	KEY DROP BOX
006	FURNITURE PROVIDED BY OWNER, G.C. TO PROVIDE DATA AND POWER CONNECTIONS. TYPICAL REFER TO ELECTRICAL DRAWINGS
007	TV BY OWNER. GC TO PROVIDE POWER & DATA. REFER TO ELECTRICAL DRAWINGS
008	EXISTING FENCE TO REMAIN. BARBED WIRE TO BE REMOVED.
009	ALL NEW EQUIPMENT AND BENCHES MUST BE PER HYUNDAI STANDARDS.
010	PROVIDE FLOOR OUTLET WITH POWER, PHONE, AND DATA CONNECTIONS FOR RECEPTION DESK AND BRAND WALL. REFER TO ELECTRICAL
011	FUTURE DIGITAL INFORMATION DISPLAYS. REFER TO MEP FOR PREWIRE INFORMATION
012	ABOVE-GROUND LIFT BY OWNER, G.C. TO COORDINATE WITH OWNER AND VENDOR. PROVIDE POWER AND HOOK UP. REFER TO ELECTRICAL DRAWINGS
013	EXISTING ABOVE-GROUND TO REMAIN.
014	DISPLAY VEHICLES BY OWNER. REFER TO ELECTRICAL FOR FLOOR BOX LOCATIONS
015	STAGE 2 EV CHARGING STATION. REFER TO MEP
016	WALK OFF MATT. REFER TO FINISH SCHEDULE
017	LIGHT FIXTURE A. REF: INTERIOR LIGHT FIXTURE SCHEDULE
018	DEDICATED CUSTOMER INTERNET ACCESS IN CUSTOMER LOUNGE AREAS. PROVIDED BY OWNER
019	DEDICATED SERVICE ADVISORS INTERNET ACCESS IN SERVICE WRITE UP AREA. PROVIDED BY OWNER
020	DEDICATED SERVICE TECHNICIAN INTERNET ACCESS IN SERVICE SHOP AND PARTS. PROVIDED BY OWNER
021	REPAINT STRIPING - 4" WIDE (EFX - 2), AS REQUIRED TO COMPLETE PROPOSED SCOPE OF WORK.
022	TREAD READER EQUIPMENT. GC TO COORDINATE WITH VENDOR FOR LOCATION AND INSTALATION REQUIREMENTS
023	ALIGNMENT CHECK EQUIPMENT. GC TO COORDINATE WITH VENDOR FOR LOCATION AND INSTALATION REQUIREMENTS.
024	ALIGNMENT BY OWNER, G.C. TO COORDINATE WITH OWNER AND VENDOR, PROVIDE POWER AND HOOK UP. REFER TO ELECTRICAL DRAWINGS

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

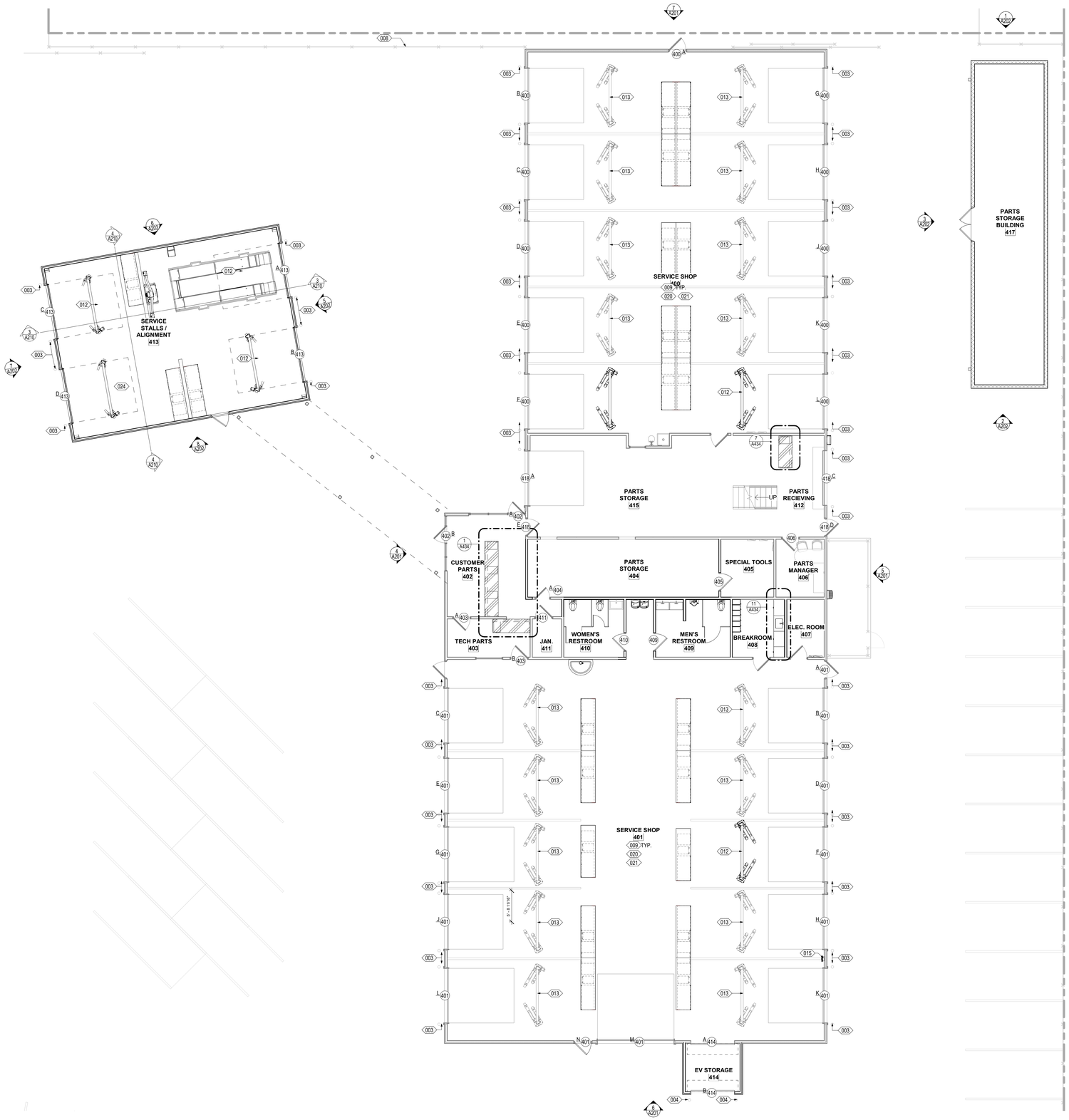
DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
NOTED PLAN - SERVICE WRITERS

SHEET NUMBER
A132

COPYRIGHTED DOCUMENT THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT WAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021



1 NOTED PLAN - SERVICE DEPARTMENT
1/8" = 1'-0"

GENERAL PLAN NOTES:

1. INTERIOR PARTITIONS TO BE TYPE 'A1'. UNLESS NOTED OTHERWISE.
2. THE WORK SHALL CONFORM TO REQUIREMENTS OF APPLICABLE LOCAL, STATE, AND FEDERAL BUILDING CODES AND AGENCIES HAVING JURISDICTION OVER THE VARIOUS PHASES OF THE WORK.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO STARTING WORK AND SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES.
4. PROVIDE FULL HEIGHT 5/8" CEMENT BACKER BOARD AT TOILET AND JANITOR ROOMS, AND AT WALLS TO RECEIVE TILE.
5. PROVIDE AND INSTALL SOUND DAMPENING INSULATION AT ALL PERIMETER METAL STUD WALLS OF RESTROOMS AND MECHANICAL ROOMS. EXTEND PARTITION WALLS TO UNDERSIDE OF DECK.
6. REFER TO NOTED FLOOR PLANS AND CODE ANALYSIS FOR FIRE-RATED WALLS. PROVIDE SOLID BACKING FOR ALL FIRE-RATED SHUTTERS IN WALL CAVITIES.
7. PROVIDE AND INSTALL THERMAL BATT INSULATION AT INTERIOR METAL STUD PARTITION WALLS ADJOINING AIR CONDITIONED AREAS WITH NON-AIR CONDITIONED AREAS.
8. REFER TO **ACCESSIBILITY STANDARDS** SHEETS FOR ACCESSIBILITY REQUIREMENTS. THE WORK SHALL CONFORM TO LOCAL, STATE, AND FEDERAL ACCESSIBILITY REQUIREMENTS.
9. ACCESSIBLE RESTROOMS SHALL CONFORM TO LOCAL, STATE AND FEDERAL ACCESSIBILITY REQUIREMENTS.
10. CONTRACTOR SHALL PROVIDE BLOCKING WHERE REQUIRED FOR TOILET ACCESSORIES.
11. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER CONNECTIONS OF THE EQUIPMENT. THE CONTRACTOR SHALL COORDINATE W/ OWNER'S VENDORS FOR ITEMS REQUIRING HOOK-UPS.
12. CONTRACTOR SHALL PROVIDE (3) 4'-0" x 8'-0" x 3/4" THICK A-C GRADE PAINTED PLYWOOD PANEL BOARDS FOR COMMUNICATION AND DATA EQUIPMENT. LOCATION TO BE DETERMINED BY ARCHITECT.
13. GENERAL CONTRACTOR SHALL SECURE AND PAY FOR BUILDING PERMITS, APPLICATIONS FEES, SERVICE FEES, GOVERNMENTAL FEES, LICENSES AND INSPECTIONS NECESSARY FOR THE EXECUTION AND COMPLETION OF THE WORK.
14. PAINT EXPOSED CONDUIT, PIPING, METAL BUILDING COMPONENTS, ACCESSORIES, DUCTWORK AND PIPING RACEWAY ACCESSORIES AT ROOMS NOTED AS "PAINT EXPOSED STRUCTURE."
15. PAINT VISIBLE CONDUIT, PIPING, BUILDING COMPONENTS, ACCESSORIES, DUCTWORK AND PIPING RACEWAY ACCESSORIES ABOVE RETURN AIR GRILLS WHEN RETURN AIR PLENUM IS DESIGNED
16. HOLLOW METAL DOORS AND FRAMES SHALL BE PAINTED TO MATCH ADJACENT WALL, BOTH SIDES, UNLESS NOTED OTHERWISE. TYP.
17. PROVIDE CORNER GUARDS AT WALLS INDICATED AND SPECIFIED.

FLOOR PLAN KEYNOTES

001	EXISTING ADA PARKING STALL TO BE UPDATE TO MEET CURRENT ADA STANDARDS. REFER TO ACCESSIBILITY SHEETS.
002	EXISTING ADA PARKING SIGN TO BE UPDATE TO MEET CURRENT ADA STANDARDS. REFER TO ACCESSIBILITY SHEETS.
003	EXISTING BOLLARD TO REMAIN AND BE PAINTED PT-2
004	CONCRETE FILLED, PAINTED P-2, STEEL PIPE BOLLARD REFER TO SITE DETAILS.
005	KEY DROP BOX
006	FURNITURE PROVIDED BY OWNER, G.C. TO PROVIDE DATA AND POWER CONNECTIONS. TYPICAL REFER TO ELECTRICAL DRAWINGS
007	TV BY OWNER. GC TO PROVIDE POWER & DATA. REFER TO ELECTRICAL DRAWINGS
008	EXISTING FENCE TO REMAIN. BARBED WIRE TO BE REMOVED.
009	ALL NEW EQUIPMENT AND BENCHES MUST BE PER HYUNDAI STANDARDS.
010	PROVIDE FLOOR OUTLET WITH POWER, PHONE, AND DATA CONNECTIONS FOR RECEPTION DESK AND BRAND WALL. REFER TO ELECTRICAL
011	FUTURE DIGITAL INFORMATION DISPLAYS. REFER TO MEP FOR PREWIRE INFORMATION
012	ABOVE-GROUND LIFT BY OWNER, G.C. TO COORDINATE WITH OWNER AND VENDOR. PROVIDE POWER AND HOOK UP. REFER TO ELECTRICAL DRAWINGS
013	EXISTING ABOVE-GROUND TO REMAIN.
014	DISPLAY VEHICLES BY OWNER. REFER TO ELECTRICAL FOR FLOOR BOX LOCATIONS
015	STAGE 2 EV CHARGING STATION. REFER TO MEP
016	WALK OFF MATT. REFER TO FINISH SCHEDULE
017	LIGHT FIXTURE A. REF: INTERIOR LIGHT FIXTURE SCHEDULE
018	DEDICATED CUSTOMER INTERNET ACCESS IN CUSTOMER LOUNGE AREAS. PROVIDED BY OWNER
019	DEDICATED SERVICE ADVISORS INTERNET ACCESS IN SERVICE WRITE UP AREA. PROVIDED BY OWNER
020	DEDICATED SERVICE TECHNICIAN INTERNET ACCESS IN SERVICE SHOP AND PARTS. PROVIDED BY OWNER
021	REPAINT STRIPING - 4" WIDE (EPX - 2), AS REQUIRED TO COMPLETE PROPOSED SCOPE OF WORK.
022	TREAD READER EQUIPMENT. GC TO COORDINATE WITH VENDOR FOR LOCATION AND INSTALATION REQUIREMENTS.
023	ALIGNMENT CHECK EQUIPMENT. GC TO COORDINATE WITH VENDOR FOR LOCATION AND INSTALATION REQUIREMENTS.
024	ALIGNMENT BY OWNER, G.C. TO COORDINATE WITH OWNER AND VENDOR. PROVIDE POWER AND HOOK UP. REFER TO ELECTRICAL DRAWINGS

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
NOTED PLAN - SERVICE DEPARTMENT

SHEET NUMBER
A133

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

1 FINISH PLAN - FIRST FLOOR
1/8" = 1'-0"

N

FLOOR FINISH GENERAL NOTES:

1. PROVIDE AND INSTALL BASE FOR BOTH CARPET AND HARD SURFACE FLOORING AREAS. COORDINATE WITH CABINET CONTRACTOR WITH RESPECT TO BASE DETAILS ON CABINETRY.
2. CHANGES IN FINISH FLOORING MATERIALS OCCURRING AT DOORWAYS SHALL BE AT THE CENTERLINE OF THE DOORWAY UNLESS NOTED OTHERWISE. ALL FLOOR MATERIAL TRANSITIONS SHALL BE ACCOMPLISHED SMOOTHLY.
3. PROVIDE ALUMINUM SCHEDULED TRANSITION STRIPS AT FLOOR FINISH TRANSITIONS.
4. IT IS THE CONTRACTOR'S (OR HIS SUB-CONTRACTOR'S) RESPONSIBILITY TO CONFORM TO APPLICABLE LOCAL CODES, REGULATIONS AND ORDINANCES AS WELL AS TRADE STANDARDS OF HIGH QUALITY WORKMANSHIP.
5. CONTRACTORS ARE TO FIELD CHECK AND VERIFY DIMENSIONS AND CONDITIONS AT THE SITE WHICH WILL IMPACT OR INTERFACE WITH THE WORK. ANY DISCREPANCIES BETWEEN ACTUAL SITE CONDITIONS AND CONTRACT DOCUMENTS ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
6. FLOOR COVERING IN CLOSETS OR STORAGE AREAS ADJACENT TO A ROOM SHALL MATCH THE FLOOR COVERING IN THAT ROOM UNLESS NOTED OTHERWISE.
7. PROVIDE AND INSTALL VINYL STRAIGHT BASE FOR CARPETED AREAS AND VINYL COVE BASE AT GLUE DOWN CARPET AREAS. FOR BASE HEIGHT VERIFY WITH FINISH SCHEDULE.
8. PREPARE WALLS TO RECEIVE WALL COVERING WHERE SCHEDULED WITH LEVEL 4 FINISH OR AS RECOMMENDED BY MANUFACTURER. UNLESS NOTED OTHERWISE.
9. WHEN POSSIBLE, CONTRACTOR SHALL PROVIDE WHOLE AND/OR UNCUT MATERIALS.
10. CONTRACTOR SHALL CONFIRM ALLOWABLE MATERIAL VARIATIONS AND PATTERNS WITH ARCHITECT PRIOR TO INSTALLATION.

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

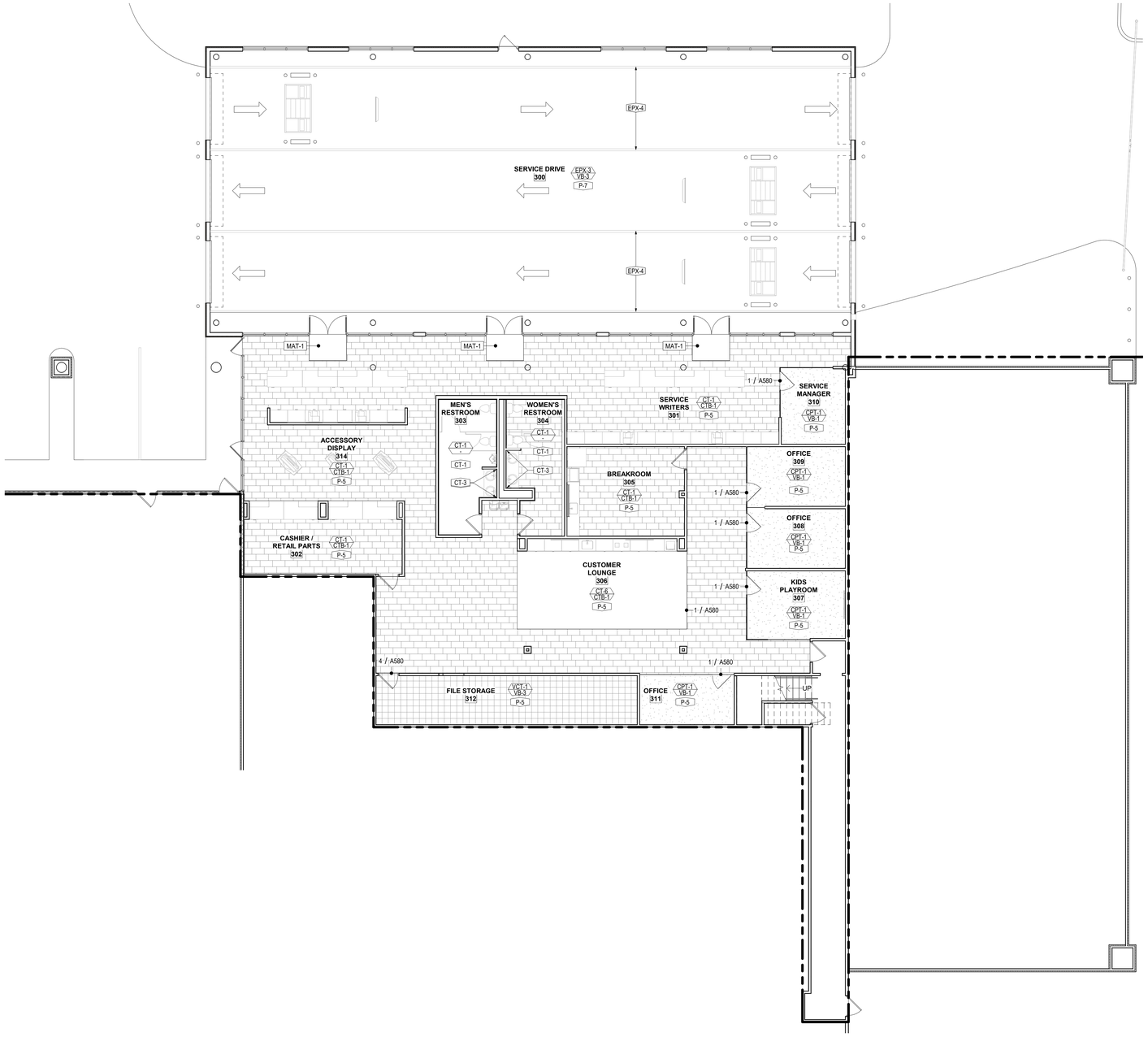
DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
FINISH PLAN - SHOWROOM

SHEET NUMBER
A150

© GOREE ARCHITECTS 2021



1 FINISH PLAN - FIRST FLOOR
1/8" = 1'-0"

FLOOR FINISH GENERAL NOTES:

1. PROVIDE AND INSTALL BASE FOR BOTH CARPET AND HARD SURFACE FLOORING AREAS. COORDINATE WITH CABINET CONTRACTOR WITH RESPECT TO BASE DETAILS ON CABINETRY.
2. CHANGES IN FINISH FLOORING MATERIALS OCCURRING AT DOORWAYS SHALL BE AT THE CENTERLINE OF THE DOORWAY UNLESS NOTED OTHERWISE. ALL FLOOR MATERIAL TRANSITIONS SHALL BE ACCOMPLISHED SMOOTHLY.
3. PROVIDE ALUMINUM SCHEDULED TRANSITION STRIPS AT FLOOR FINISH TRANSITIONS.
4. IT IS THE CONTRACTOR'S (OR HIS SUB-CONTRACTOR'S) RESPONSIBILITY TO CONFORM TO APPLICABLE LOCAL CODES, REGULATIONS AND ORDINANCES AS WELL AS TRADE STANDARDS OF HIGH QUALITY WORKMANSHIP.
5. CONTRACTORS ARE TO FIELD CHECK AND VERIFY DIMENSIONS AND CONDITIONS AT THE SITE WHICH WILL IMPACT OR INTERFACE WITH THE WORK. ANY DISCREPANCIES BETWEEN ACTUAL SITE CONDITIONS AND CONTRACT DOCUMENTS ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
6. FLOOR COVERING IN CLOSETS OR STORAGE AREAS ADJACENT TO A ROOM SHALL MATCH THE FLOOR COVERING IN THAT ROOM UNLESS NOTED OTHERWISE.
7. PROVIDE AND INSTALL VINYL STRAIGHT BASE FOR CARPETED AREAS AND VINYL COVE BASE AT GLUE DOWN CARPET AREAS. FOR BASE HEIGHT VERIFY WITH FINISH SCHEDULE.
8. PREPARE WALLS TO RECEIVE WALL COVERING WHERE SCHEDULED WITH LEVEL 4 FINISH OR AS RECOMMENDED BY MANUFACTURER. UNLESS NOTED OTHERWISE.
9. WHEN POSSIBLE, CONTRACTOR SHALL PROVIDE WHOLE AND/OR UNCUT MATERIALS.
10. CONTRACTOR SHALL CONFIRM ALLOWABLE MATERIAL VARIATIONS AND PATTERNS WITH ARCHITECT PRIOR TO INSTALLATION.

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

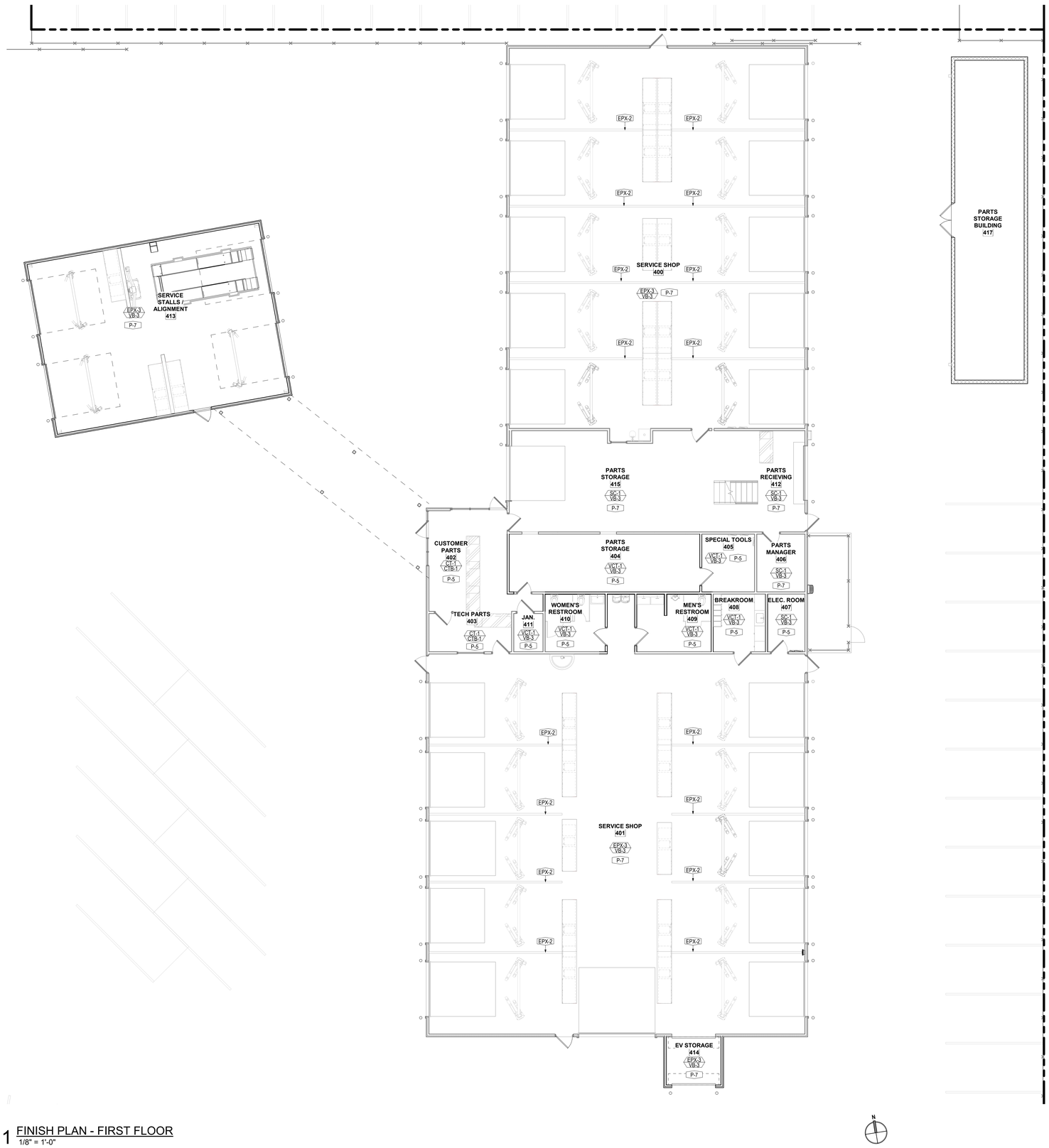
KEY PLAN

SHEET NAME
FINISH PLAN - SERVICE WRITERS

SHEET NUMBER
A152

© GOREE ARCHITECTS 2021

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.



1 FINISH PLAN - FIRST FLOOR
1/8" = 1'-0"

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
FINISH PLAN - SERVICE DEPARTMENT

SHEET NUMBER
A153

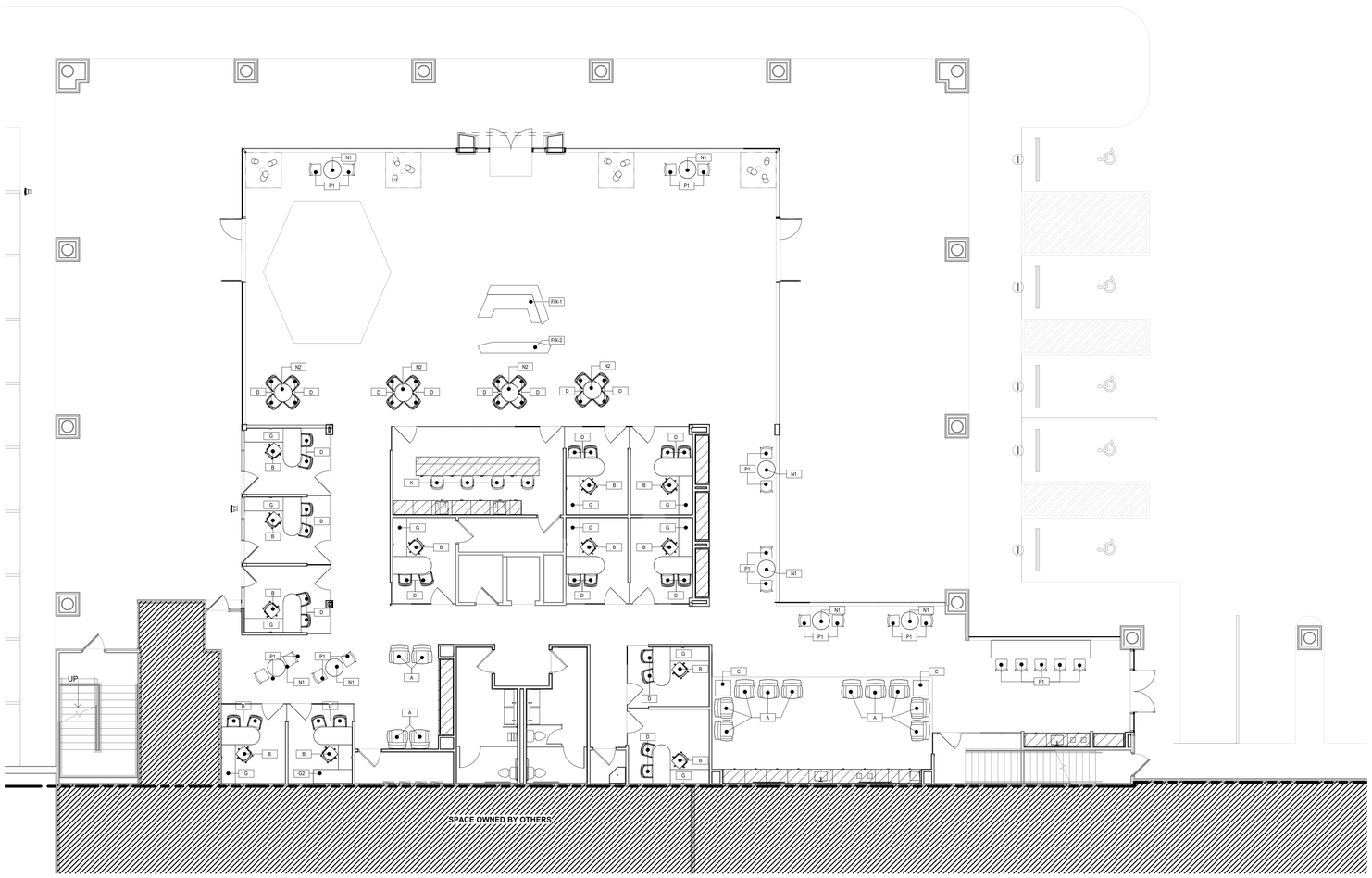
© GOREE ARCHITECTS 2021

FURNITURE SCHEDULE

MARK	DESCRIPTION	COMMENTS
A	CUSTOMER LOUNGE CHAIR	STEELCASE JENNY LOUNGE BACKSEAT: QUICKSILVER LEGS: ALUMINUM
B	HIGH BACK TASK CHAIR	STEELCASE SERIES 1 SEAT: QUICKSILVER BACK: MALT FRAME: SEAGULL
C	COFFEE TABLE	STEELCASE JENNY COFFEE TABLE LAMINATE: ARTIC WHITE LEGS: ALUMINUM
D	CUSTOMER CHAIR	STEELCASE MOVE CHAIR SEAT: ROYAL BLUE SHELL: WHITE
G	OFFICE DESK	STEELCASE UNIVERSAL OFFICE WORKSURFACES: GRAPHITE WALNUT TACKBOARD: LATCH COOL GRAY SUPPORTS/STORAGE: ARCTIC WHITE
G2	OFFICE DESK	STEELCASE UNIVERSAL OFFICE WORKSURFACES: GRAPHITE WALNUT TACKBOARD: LATCH COOL GRAY SUPPORTS/STORAGE: ARCTIC WHITE
K	EMPLOYEE CHAIR	STEELCASE SERIES 1 SEAT: QUICKSILVER BACK: MALT FRAME: SEAGULL
L	CHILDREN'S PLAY AREA TABLE	TURNSTONE SIMPLE TABLE SURFACE: GRAPHITE WALNUT BASE/EDGE: ARTIC WHITE
M	CHILDREN'S PLAY AREA CHAIR	BUOY SEAT
N1	CAFE TABLE STOOL HEIGHT	TURNSTONE SIMPLE TABLE 42" HEIGHT SURFACE: GRAPHITE WALNUT BASE/EDGE: WHITE
N2	CAFE TABLE SEATED HEIGHT	STEELCASE GROUPWORK SURFACE: GRAPHITE WALNUT BASE/EDGE: ARTIC WHITE
P	CUSTOMER STOOL	STEELCASE MOVE STOOL 29.5" HEIGHT SEAT: ROYAL BLUE SHELL: WHITE FRAME: PLATINUM

FIXTURE SCHEDULE

MARK	DESCRIPTION	COMMENTS
FIX-1	RECEPTION DESK AND FILE DRAWER CABINET, IW46692-C2000, SIZE: 116" L X 40" H X 64" D BRAND WALL, IW46692-C1000, SIZE: 122" L X 88" H X 19" D	MILLWORK
FIX-2	MUILTI-MEDIA DISPLAY, IW46692-C4000, SIZE: 45" L X 74" H X 28" D	MILLWORK NOTE: REQUIRES A POWER OUTLET AND DEDICATED RJ45 DATA JACK WITH INTERNET CONNECTIVITY. BRAND WALL MUST BE ANCHORED TO THE FLOOR FOR SEISMIC AND SAFETY. CONTACT: MIKE MUTZA, (414)277-6326, MMUTZA@EWIWORLDWIDE.COM
FIX-3	ACESSORY DISPLAY	MILLWORK



1 FURNITURE, FIXTURE, AND EQUIPMENT PLAN - FIRST FLOOR
1/8" = 1'-0"

N

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand

5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

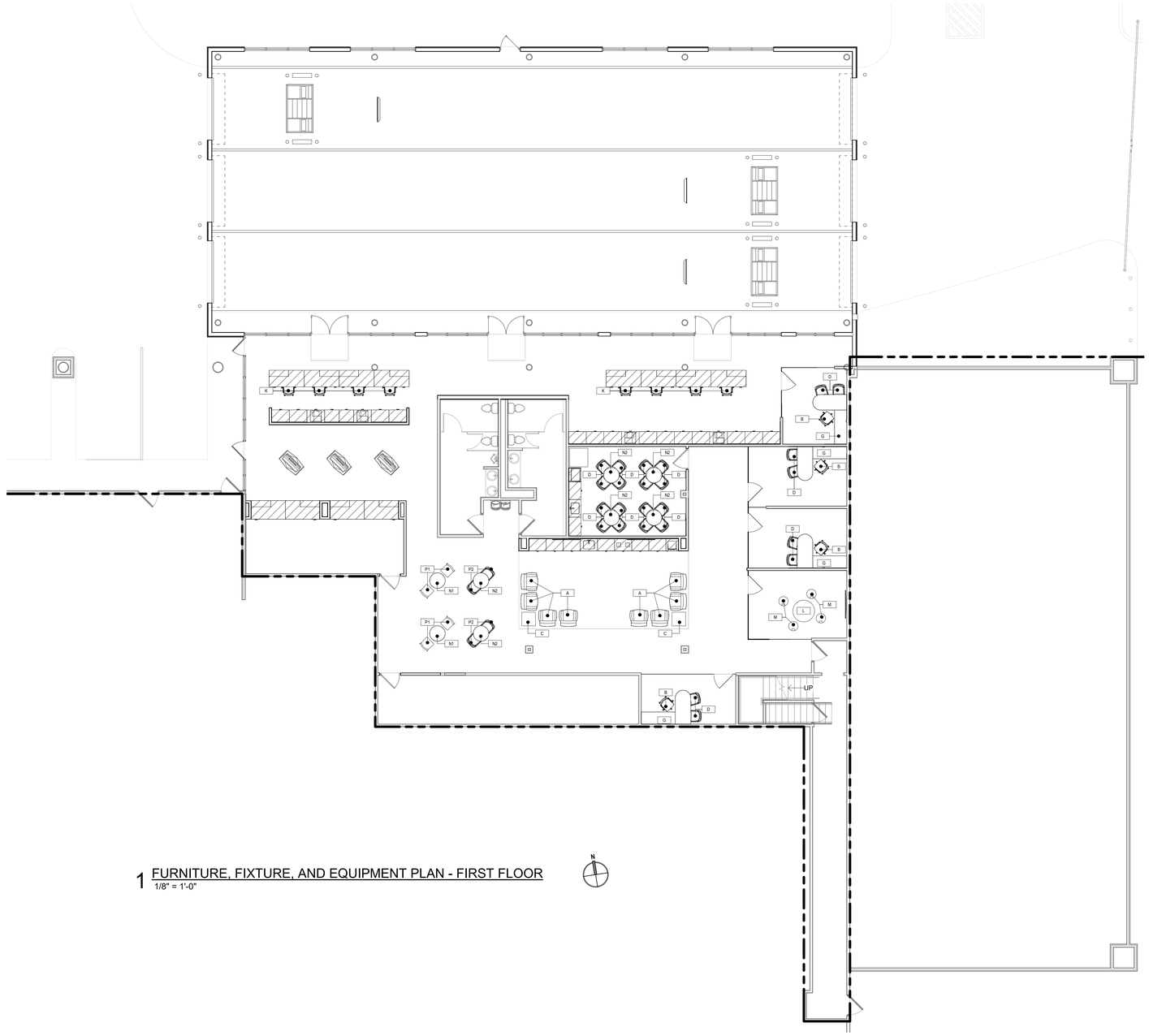
KEY PLAN

SHEET NAME
FURNITURE, FIXTURE, AND EQUIP. PLAN - SHOWROOM

SHEET NUMBER
A160

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021



1 FURNITURE, FIXTURE, AND EQUIPMENT PLAN - FIRST FLOOR
1/8" = 1'-0"

EQUIPMENT KEYNOTES

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand

5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

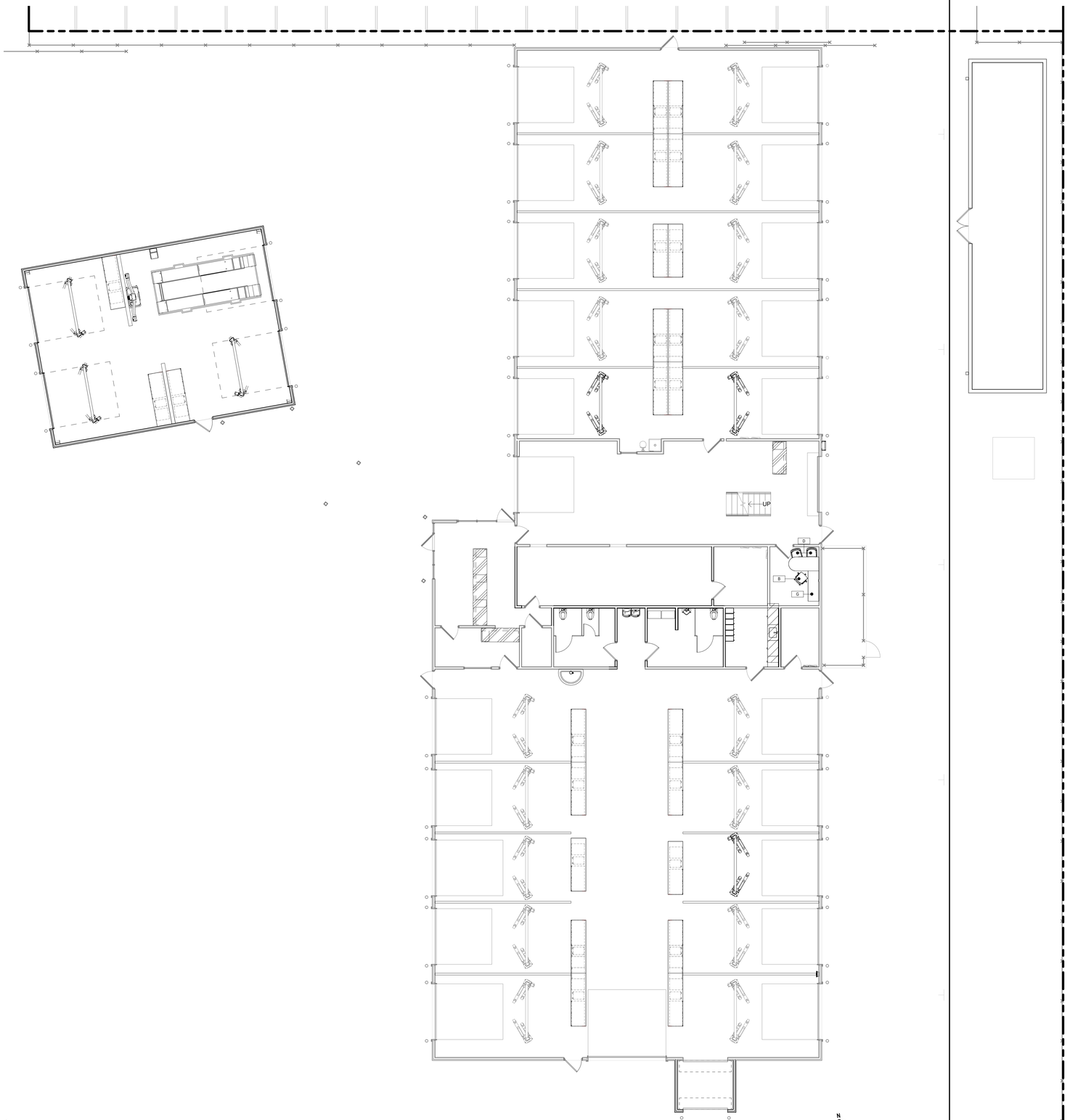
KEY PLAN

SHEET NAME
FURNITURE, FIXTURE, AND EQUIP. PLAN - SERVICE WRITERS

SHEET NUMBER
A162

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

© GOREE ARCHITECTS 2021



1 FURNITURE, FIXTURE, AND EQUIPMENT PLAN - FIRST FLOOR
1/8" = 1'-0"

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME

HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
FURNITURE, FIXTURE, AND EQUIP. PLAN - SERVICE DEPARTMENT

SHEET NUMBER
A163

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

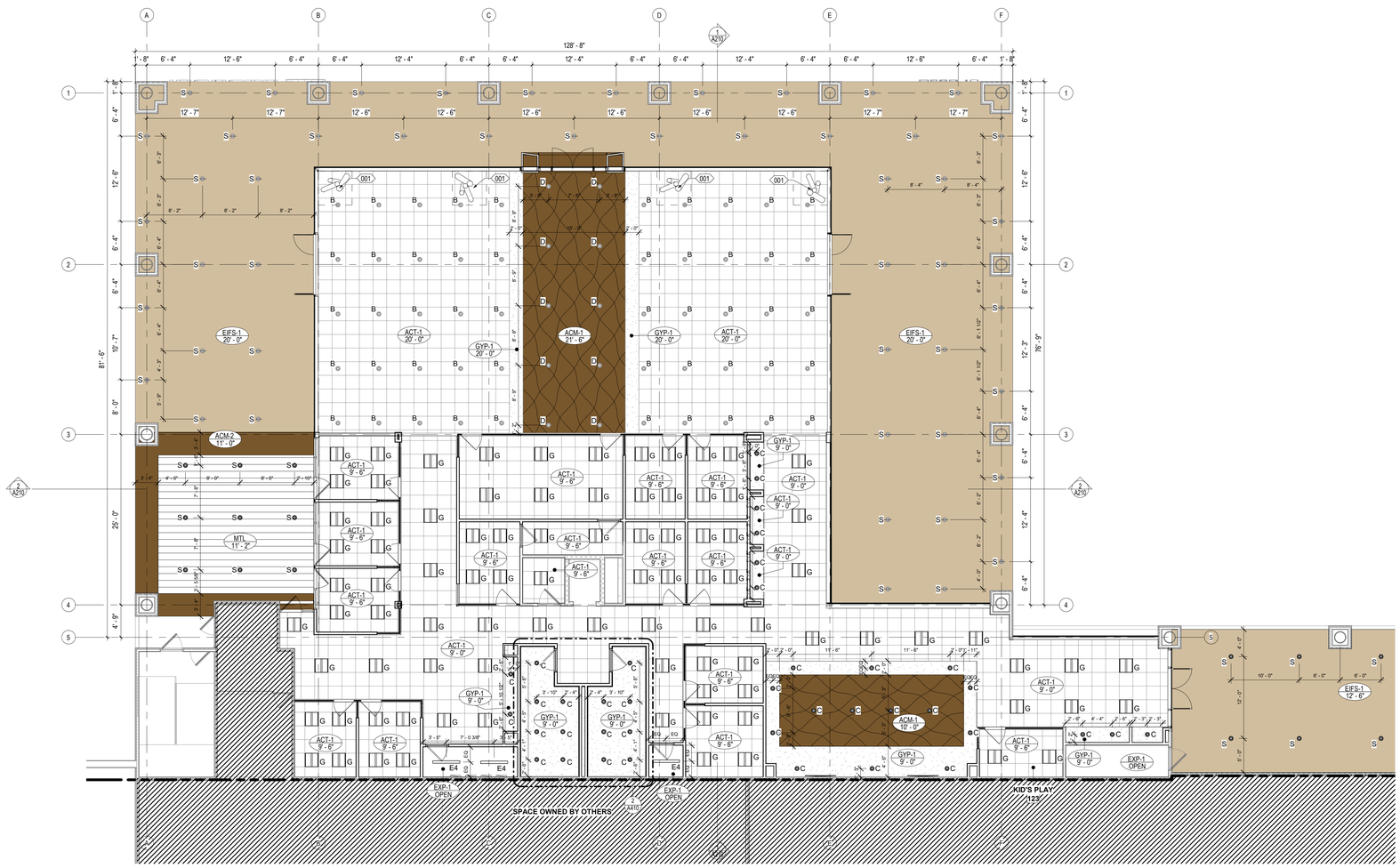
© GOREE ARCHITECTS 2021

INTERIOR LIGHT FIXTURE SCHEDULE

MARK	MANUFACTURER	MODEL	TRIM FINISH / COLOR	COMMENTS
A	LSI Industries	XIG-LED-19-350-WW-UE-SP10-NA-SST-INGROUND	BRASS	
B	LSI Industries	LAD6-LED-41L-40-WF-TR6R-SF-HAZ	WHITE	
C	LSI Industries	LAD6-LED-14L-40-WF-TR6R-SF-HAZ-9' MH	WHITE IF MOUNTED ON GYP / BLACK IF MOUNTED ON ACM	
D	LSI Industries	LAD6-LED-41L-40-WF-TR6R-SF-HAZ-BLK	BLACK	
E4	LSI Industries	SDL8-LED-80L-FL-50-9' MH		
E8	LSI Industries	SDL4-LED-40L-FL-50		UNDERCABINET LIGHTING
G	LSI Industries	SLI22-LED-SS-NW-UE-9'	WHITE	
H	Finelite, Inc	S11-LED Micro Profile		UNDERCABINET LIGHTING
K	LSI Industries	ALI2-2LEDSE-30L-LL-W-50	WHITE	

EXTERIOR LIGHTING FIXTURE SCHEDULE

MARK	MANUFACTURER	MODEL	TRIM FINISH / COLOR	COMMENTS
L	LSI Industries	XFLM-HF-49L	BRONZE	
M	LSI Industries	MRM LED * SIL 5W * DIM 50 70 BRZ	BRONZE	
N	LSI Industries	MRM LED * SIL FT * DIM 50 70 BRZ	BRONZE	
S	LSI Industries	LAD6-LED-25L-40-WF-TR6RL-SF-HAZ-14' MH	BLACK	
W	LSI Industries	XWM-FT-LED-08-50	BRONZE	
W1	LSI Industries	XWM-FT-LED-08-50	BRONZE	



1 REFLECTED CEILING PLAN - FIRST FLOOR
1/8" = 1'-0"

CEILING GENERAL NOTES:

1. CEILING TYPE SHALL BE **XX** @ **XX'-X"** THROUGHOUT UNLESS NOTED OTHERWISE.
2. MATERIALS SHALL BE NEW AND FREE OF DEFECTS, AND LIGHTING SHALL BE U.L. LISTED FOR THE APPLICATION FOR WHICH THEY ARE SCHEDULED.
3. COORDINATE CEILING HEIGHTS WITH STRUCTURAL MEMBERS, HVAC DUCTS, AND MECHANICAL/ELECTRICAL EQUIPMENT. AT AREAS NOTED TO PAINT STRUCTURE; CONTRACTOR SHALL PAINT ALL EXPOSED STRUCTURAL STEEL, METAL BUILDING COMPONENTS , EXPOSED PIPING, CONDUIT, ELECTRICAL JUNCTION BOXES, ETC.
4. COORDINATE LIGHT FIXTURE MOUNTING WITH CEILING GRID TYPE, AND PROVIDE SUPPORT AS REQUIRED.
5. EMERGENCY AND EXIT LIGHTING SHALL BE PROVIDED AS REQUIRED BY LOCAL AND STATE CODE. REFER TO ELECTRICAL DRAWINGS FOR EMERGENCY AND EXIT LIGHTING LOCATIONS AND SPECIFICATIONS.
6. SPRINKLER SYSTEM SHALL BE DESIGNED TO LOCATE ALL HEADS AT THE CENTER OF A CEILING PANEL. SPRINKLER HEADS SHALL BE CONCEALED WITH COLOR COVER TO MATCH.
7. REFER TO ELECTRICAL DRAWINGS FOR LIGHT FIXTURE SPECIFICATIONS.
8. PROVIDE 6" BATT INSULATION ABOVE THE CEILING OF TOILETS AND TECH LOCKERS.
9. EXPOSED CEILINGS SHALL BE PAINTED. REFER TO FINISH SCHEDULE FOR SPECIFICATIONS.
10. PAINT VISIBLE CONDUIT, PIPING, BUILDING COMPONENTS, DUCTWORK AND PIPING RACEWAY ACCESSORIES ABOVE RETURN AIR GRILLS WHEN RETURN AIR PLENUM IS DESIGNED.

CEILING PLAN KEYNOTES

001 LIGHT FIXTURE A AT THE BASE OF ALL INCLINDED COLUMN CLUSTERS

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

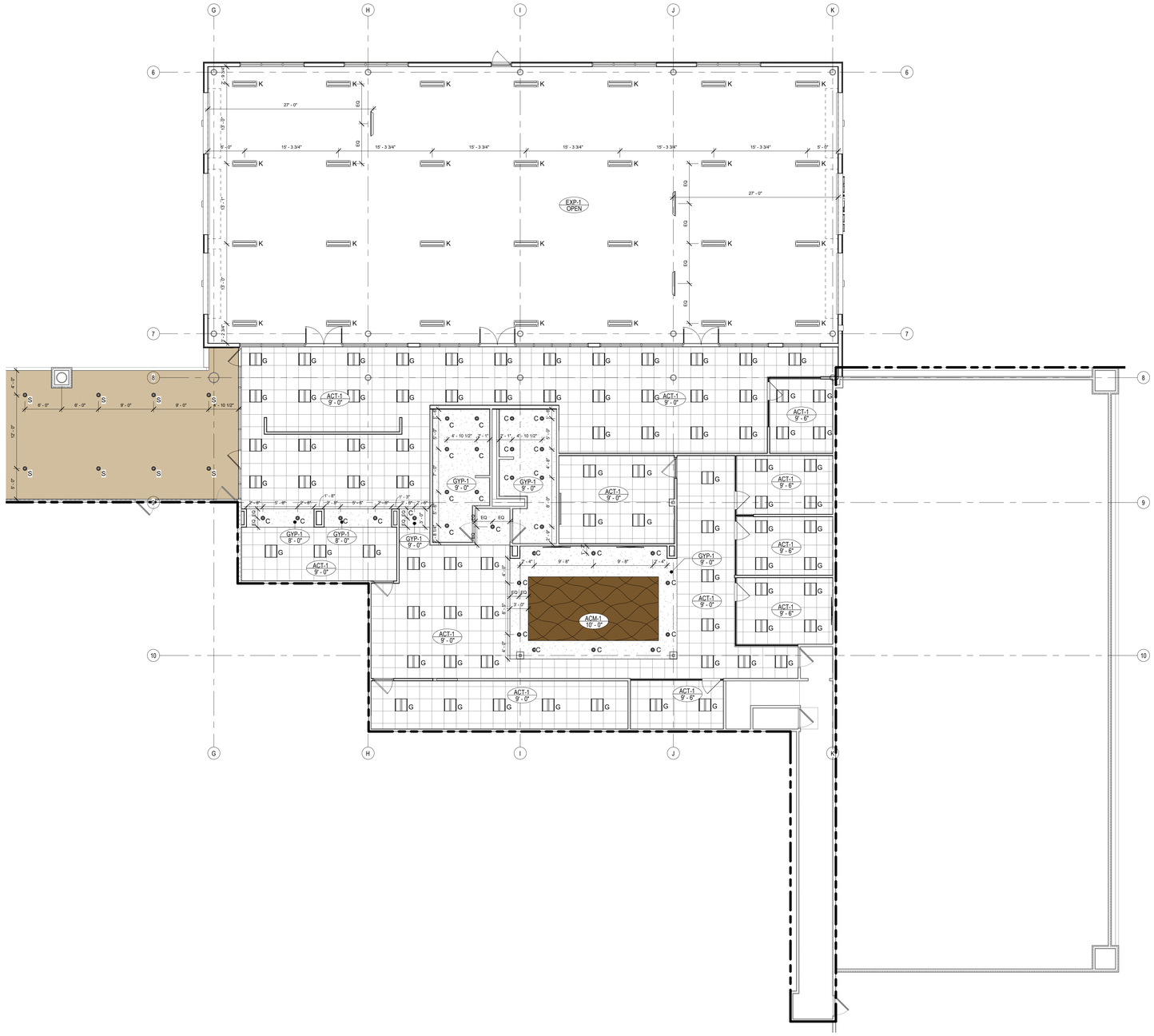
DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
REFLECTED CEILING PLAN - SHOWROOM

SHEET NUMBER
A180

COPYRIGHTED DOCUMENT THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021



1 REFLECTED CEILING PLAN - FIRST FLOOR
1/8" = 1'-0"

N

CEILING GENERAL NOTES:

1. CEILING TYPE SHALL BE **XX** @ **XX'-X"** THROUGHOUT UNLESS NOTED OTHERWISE.
2. MATERIALS SHALL BE NEW AND FREE OF DEFECTS, AND LIGHTING SHALL BE U.L. LISTED FOR THE APPLICATION FOR WHICH THEY ARE SCHEDULED.
3. COORDINATE CEILING HEIGHTS WITH STRUCTURAL MEMBERS, HVAC DUCTS, AND MECHANICAL/ELECTRICAL EQUIPMENT. AT AREAS NOTED TO PAINT STRUCTURE; CONTRACTOR SHALL PAINT ALL EXPOSED STRUCTURAL STEEL, METAL BUILDING COMPONENTS , EXPOSED PIPING, CONDUIT, ELECTRICAL JUNCTION BOXES, ETC.
4. COORDINATE LIGHT FIXTURE MOUNTING WITH CEILING GRID TYPE, AND PROVIDE SUPPORT AS REQUIRED.
5. EMERGENCY AND EXIT LIGHTING SHALL BE PROVIDED AS REQUIRED BY LOCAL AND STATE CODE. REFER TO ELECTRICAL DRAWINGS FOR EMERGENCY AND EXIT LIGHTING LOCATIONS AND SPECIFICATIONS.
6. SPRINKLER SYSTEM SHALL BE DESIGNED TO LOCATE ALL HEADS AT THE CENTER OF A CEILING PANEL. SPRINKLER HEADS SHALL BE CONCEALED WITH COLOR COVER TO MATCH.
7. REFER TO ELECTRICAL DRAWINGS FOR LIGHT FIXTURE SPECIFICATIONS.
8. PROVIDE 6" BATT INSULATION ABOVE THE CEILING OF TOILETS AND TECH LOCKERS.
9. EXPOSED CEILINGS SHALL BE PAINTED. REFER TO FINISH SCHEDULE FOR SPECIFICATIONS.
10. PAINT VISIBLE CONDUIT, PIPING, BUILDING COMPONENTS, DUCTWORK AND PIPING RACEWAY ACCESSORIES ABOVE RETURN AIR GRILLS WHEN RETURN AIR PLENUM IS DESIGNED.

CEILING PLAN KEYNOTES

001 LIGHT FIXTURE A AT THE BASE OF ALL INCLINDED COLUMN CLUSTERS

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

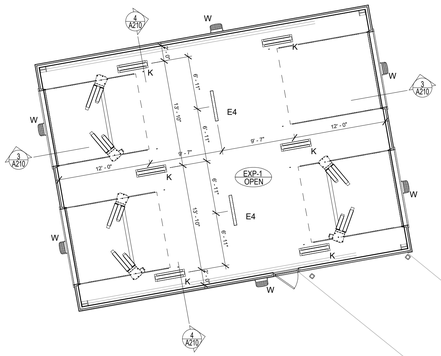
KEY PLAN

SHEET NAME
REFLECTED CEILING PLAN -
SERVICE WRITERS

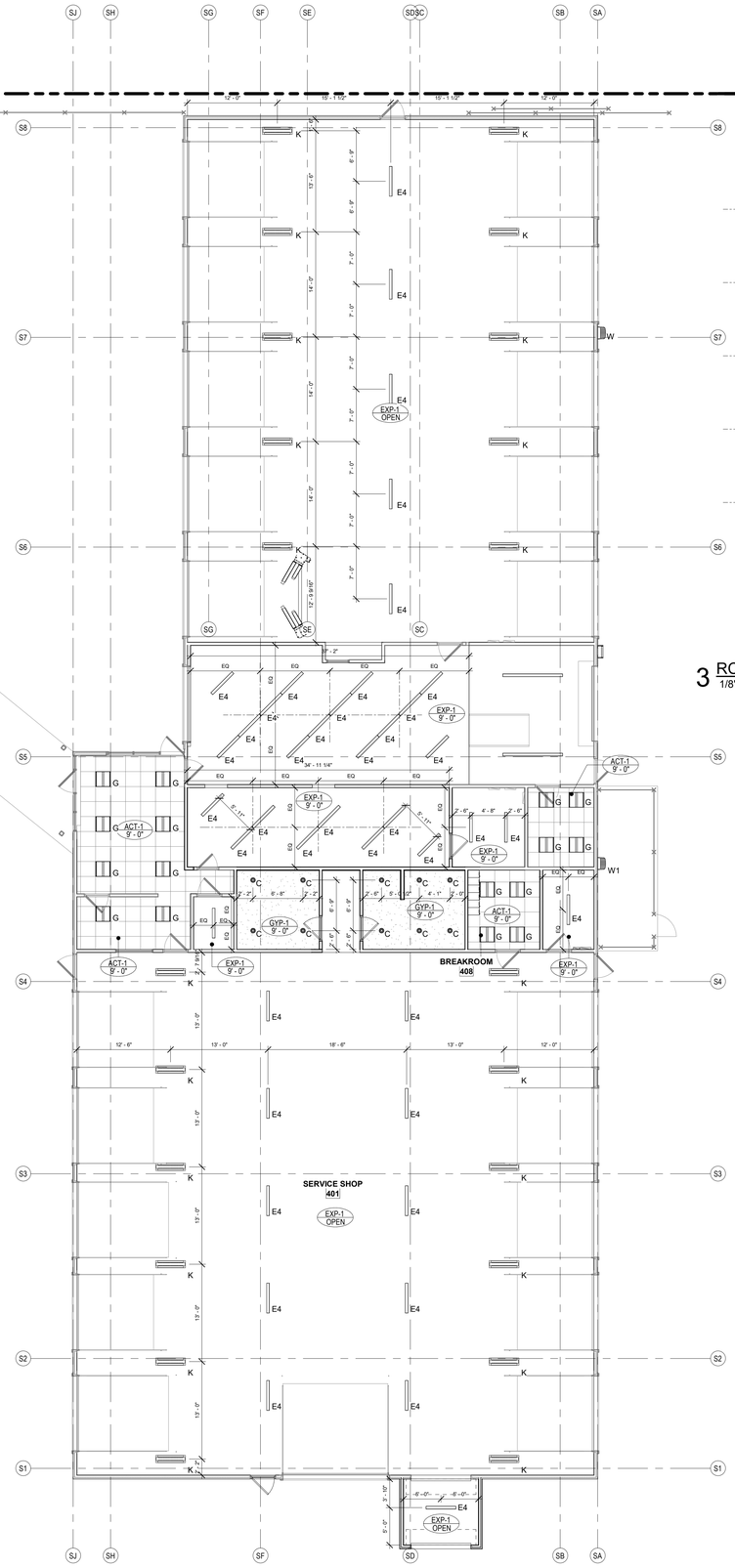
SHEET NUMBER
A182

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

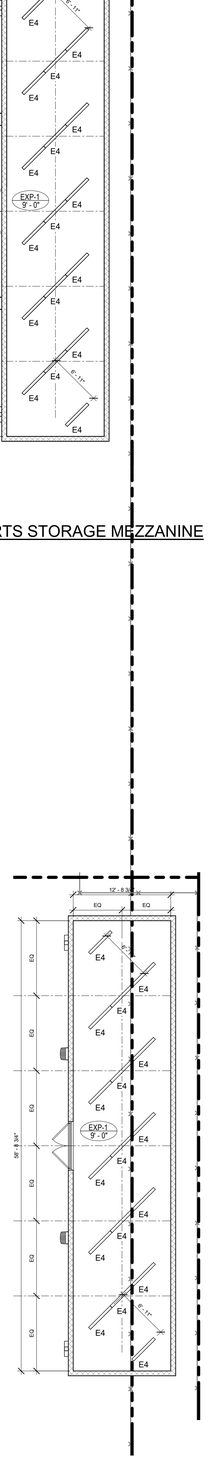
© GOREE ARCHITECTS 2021



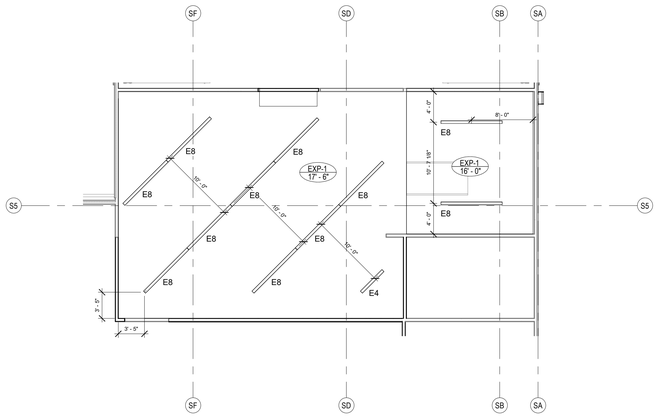
3 RCP - PARTS STORAGE MEZZANINE
1/8" = 1'-0"



1 REFLECTED CEILING PLAN - FIRST FLOOR
1/8" = 1'-0"



2 REFLECTED CEILING PLAN - FIRST FLOOR
1/8" = 1'-0"



4 RCP - PARTS MEZZANINE
1/8" = 1'-0"

CEILING GENERAL NOTES:

1. CEILING TYPE SHALL BE **XX** @ **XX'-X"** THROUGHOUT UNLESS NOTED OTHERWISE.
2. MATERIALS SHALL BE NEW AND FREE OF DEFECTS, AND LIGHTING SHALL BE U.L. LISTED FOR THE APPLICATION FOR WHICH THEY ARE SCHEDULED.
3. COORDINATE CEILING HEIGHTS WITH STRUCTURAL MEMBERS, HVAC DUCTS, AND MECHANICAL/ELECTRICAL EQUIPMENT. AT AREAS NOTED TO PAINT STRUCTURE; CONTRACTOR SHALL PAINT ALL EXPOSED STRUCTURAL STEEL, METAL BUILDING COMPONENTS , EXPOSED PIPING, CONDUIT, ELECTRICAL JUNCTION BOXES, ETC.
4. COORDINATE LIGHT FIXTURE MOUNTING WITH CEILING GRID TYPE, AND PROVIDE SUPPORT AS REQUIRED.
5. EMERGENCY AND EXIT LIGHTING SHALL BE PROVIDED AS REQUIRED BY LOCAL AND STATE CODE. REFER TO ELECTRICAL DRAWINGS FOR EMERGENCY AND EXIT LIGHTING LOCATIONS AND SPECIFICATIONS.
6. SPRINKLER SYSTEM SHALL BE DESIGNED TO LOCATE ALL HEADS AT THE CENTER OF A CEILING PANEL. SPRINKLER HEADS SHALL BE CONCEALED WITH COLOR COVER TO MATCH.
7. REFER TO ELECTRICAL DRAWINGS FOR LIGHT FIXTURE SPECIFICATIONS.
8. PROVIDE 6" BATT INSULATION ABOVE THE CEILING OF TOILETS AND TECH LOCKERS.
9. EXPOSED CEILINGS SHALL BE PAINTED. REFER TO FINISH SCHEDULE FOR SPECIFICATIONS.
10. PAINT VISIBLE CONDUIT, PIPING, BUILDING COMPONENTS, DUCTWORK AND PIPING RACEWAY ACCESSORIES ABOVE RETURN AIR GRILLS WHEN RETURN AIR PLENUM IS DESIGNED.

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
09/08/21

ISSUE HISTORY

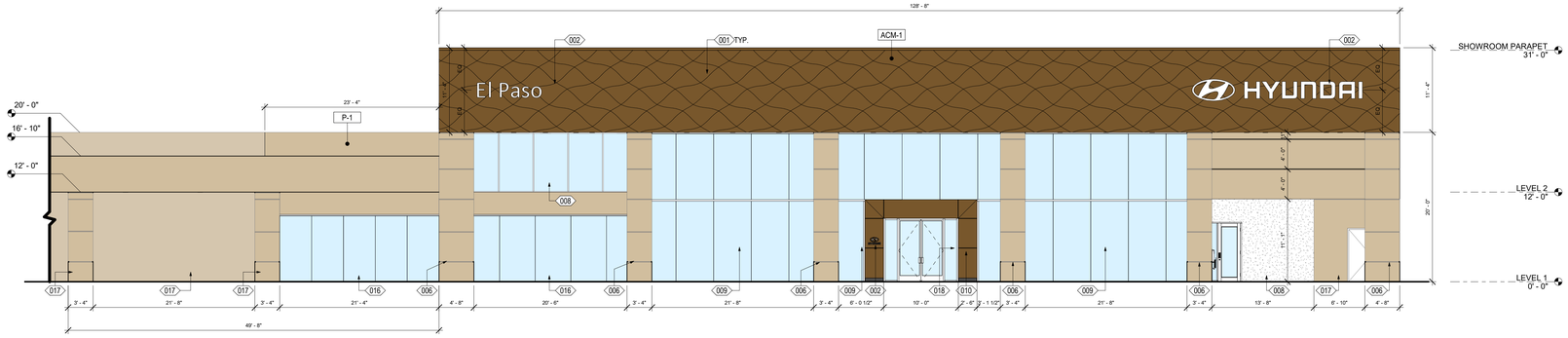
DATE:	MARK:	DESCRIPTION:

KEY PLAN

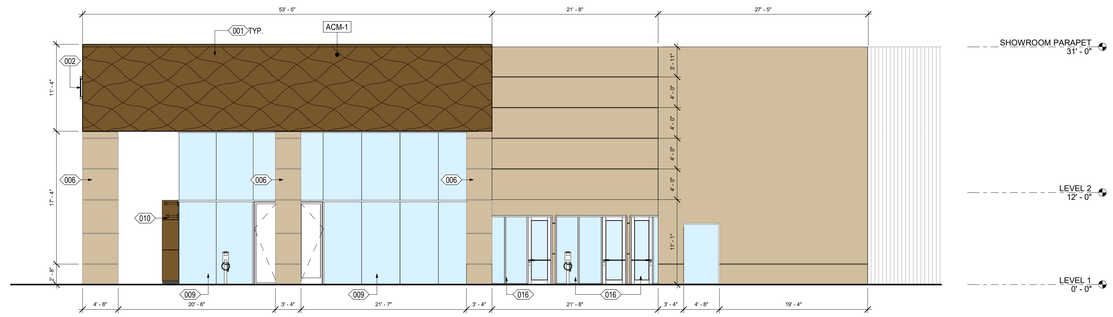
SHEET NAME
REFLECTED CEILING PLAN -
SERVICE DEPARTMENT

SHEET NUMBER
A183

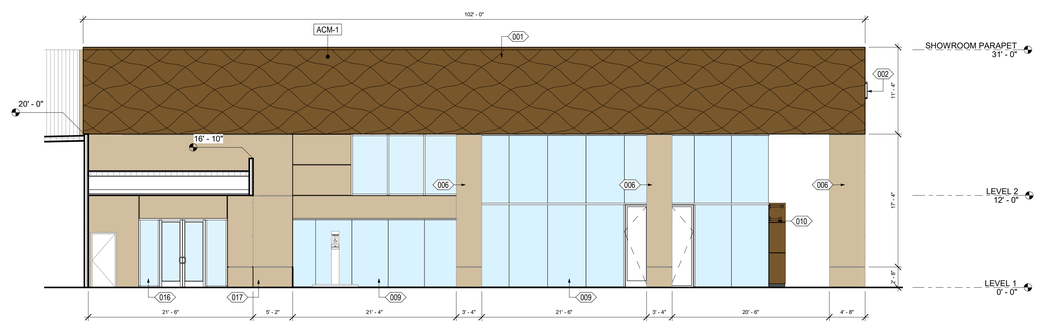
COPYRIGHTED DOCUMENT - THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021



1 SHOWROOM ELEVATION - NORTH
1/8" = 1'-0"



3 SHOWROOM ELEVATION - WEST
1/8" = 1'-0"



4 SHOWROOM ELEVATION - EAST
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

001	"SHAPED SKY" ACM PANELS. INSTALLED OVER BLACK ACM PANELS, DRY JOINT WITH INTEGRATED ACM CAP.
002	BUILDING SIGNAGE BY OWNER, G.C. TO PROVIDE PROPER MOUNTING, POWER, AND HOOK UP.
003	18" X 18" SERVICE DRIVE DIRECTIONAL SIGNAGE BY G.C., PROVIDE POWER, CONTROLS, AND HOOK UP.
004	6" DIAMETER STEEL PIPE BOLLARD PRIMED AND PAINTED (P-2), REF: SITE DETAILS.
005	HYUNDAI BRANDED KEY DROP BOX
006	EIFS WALL FINISH. COLOR TO MATCH SHERWIN WILLIAMS P-1 #9111 "ANTLER VELVET"
007	EIFS WALL FINISH. COLOR TO MATCH SHERWIN WILLIAMS P-2 #6104 "KAFFEE"
008	EXISTING STOREFRONT GLAZING TO REMAIN.
009	STRUCTURAL SILICONE GLAZED (SSG) CURTAIN WALL SYSTEM WITH CLEAR ANODIZED ALUMINUM. SOLARBAN 72 ON STARPHIRE GLASS.
010	ENTRY ELEMENT FRAMING BY CONTRACTOR. ACM PANELS, "HYUNDAI NORTH AMERICA BRONZE", DRY JOINT
011	VERTICAL METAL WALL FINISH. COLOR TO MATCH SHERWIN WILLIAMS P-1 #9111 "ANTLER VELVET"
012	VERTICAL METAL WALL FINISH. COLOR TO MATCH SHERWIN WILLIAMS P-2 #6104 "KAFFEE"
013	EXISTING PIPE BOLLARD TO BE REPAINTED P-2 "KAFFEE" TO MATCH HMA STANDARDS
014	EXISTING FENCE TO REMAIN. BARBED WIRE TO BE REMOVED.
015	EXISTING DOOR TO REMAIN. PAINTED P-1.
016	NEW STOREFRONT GLAZING, REF GLAZING ELEVATIONS
017	EXISTING EIFS WALL FINISH TO BE PAINTED TO MATCH SHERWIN WILLIAMS #9111 "ANTLER VELVET"
018	KNOX COMPANY BRAND LOCKING KEY BOX WITH THE EL PASO FIRE DEPARTMENT'S KEYWAY
019	NEW DOOR, REF: DOOR SCHEDULE

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

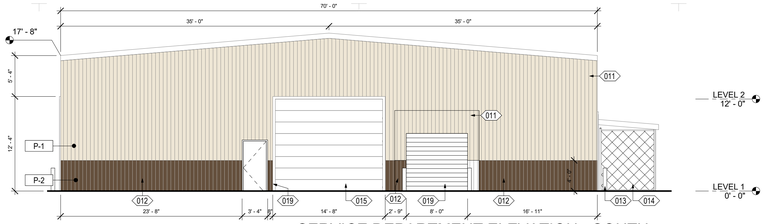
KEY PLAN

SHEET NAME
BUILDING ELEVATIONS

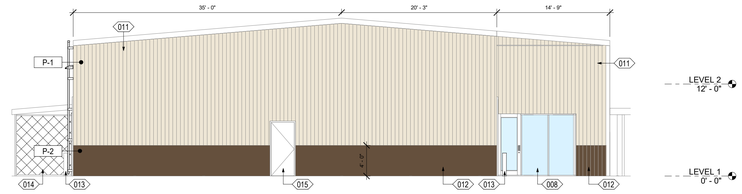
SHEET NUMBER
A200

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

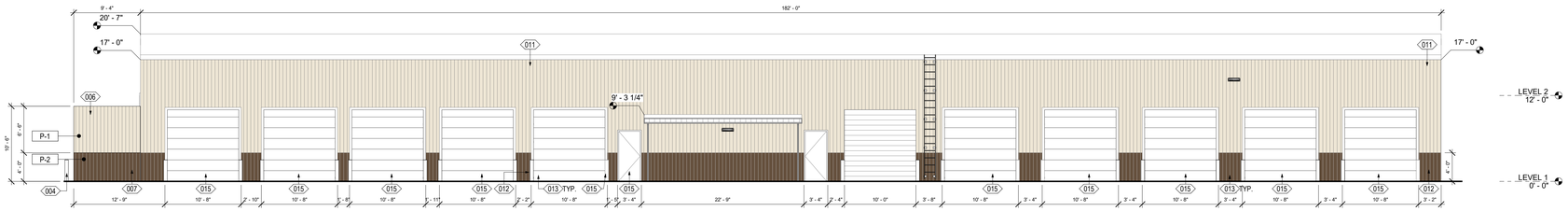
© GOREE ARCHITECTS 2021



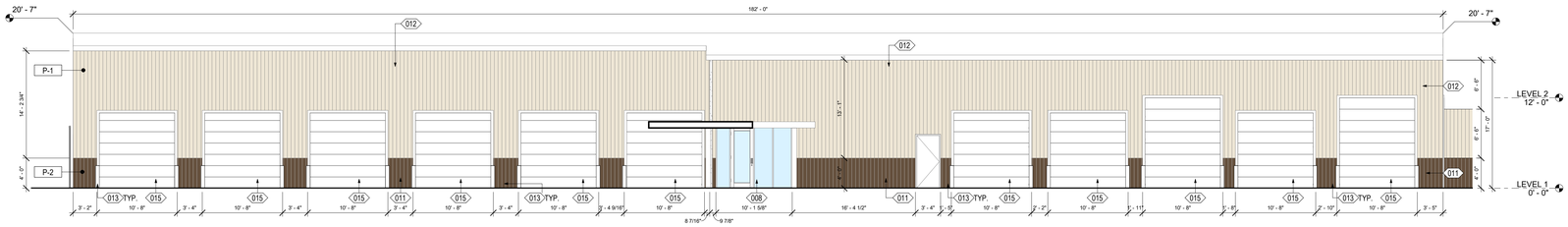
6 SERVICE DEPARTMENT ELEVATION - SOUTH
1/8" = 1'-0"



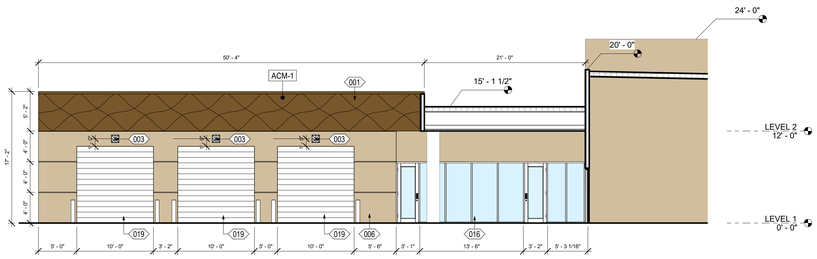
7 SERVICE DEPARTMENT ELEVATION - NORTH
1/8" = 1'-0"



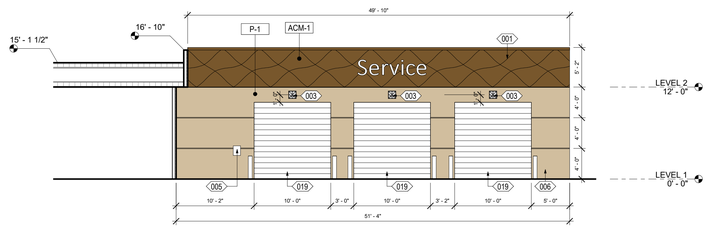
5 SERVICE DEPARTMENT ELEVATION - EAST
1/8" = 1'-0"



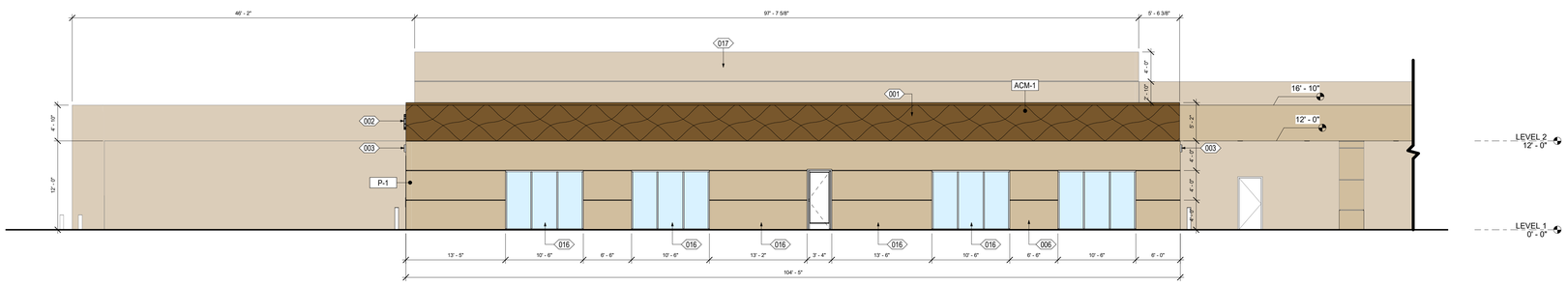
4 SERVICE DEPARTMENT ELEVATIONS - WEST
1/8" = 1'-0"



2 SERVICE WRITERS ELEVATION - WEST
1/8" = 1'-0"



3 SERVICE WRITERS ELEVATION - EAST
1/8" = 1'-0"



1 SERVICE WRITERS ELEVATIONS - NORTH
1/8" = 1'-0"

EXTERIOR ELEVATION KEYNOTES

001	"SHAPED SKY" ACM PANELS. INSTALLED OVER BLACK ACM PANELS, DRY JOINT WITH INTEGRATED ACM CAP.
002	BUILDING SIGNAGE BY OWNER, G.C. TO PROVIDE PROPER MOUNTING, POWER, AND HOOK UP.
003	18" X 18" SERVICE DRIVE DIRECTIONAL SIGNAGE BY G.C., PROVIDE POWER, CONTROLS, AND HOOK UP.
004	6" DIAMETER STEEL PIPE BOLLARD PRIMED AND PAINTED (P-2), REF: SITE DETAILS.
005	HYUNDAI BRANDED KEY DROP BOX
006	EIFS WALL FINISH. COLOR TO MATCH SHERWIN WILLIAMS P-1 #9111 "ANTLER VELVET"
007	EIFS WALL FINISH. COLOR TO MATCH SHERWIN WILLIAMS P-2 #6104 "KAFFEE"
008	EXISTING STOREFRONT GLAZING TO REMAIN.
009	STRUCTURAL SILICONE GLAZED (SSG) CURTAIN WALL SYSTEM WITH CLEAR ANODIZED ALUMINUM. SOLARBAN 72 ON STARPHIRE GLASS.
010	ENTRY ELEMENT FRAMING BY CONTRACTOR. ACM PANELS, "HYUNDAI NORTH AMERICA BRONZE", DRY JOINT
011	VERTICAL METAL WALL FINISH. COLOR TO MATCH SHERWIN WILLIAMS P-1 #9111 "ANTLER VELVET"
012	VERTICAL METAL WALL FINISH. COLOR TO MATCH SHERWIN WILLIAMS P-2 #6104 "KAFFEE"
013	EXISTING PIPE BOLLARD TO BE REPAINTED P-2 "KAFFEE" TO MATCH HMA STANDARDS
014	EXISTING FENCE TO REMAIN. BARBED WIRE TO BE REMOVED.
015	EXISTING DOOR TO REMAIN. PAINTED P-1.
016	NEW STOREFRONT GLAZING, REF GLAZING ELEVATIONS
017	EXISTING EIFS WALL FINISH TO BE PAINTED TO MATCH SHERWIN WILLIAMS #9111 "ANTLER VELVET"
018	KNOX COMPANY BRAND LOCKING KEY BOX WITH THE EL PASO FIRE DEPARTMENT'S KEYWAY
019	NEW DOOR, REF: DOOR SCHEDULE

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS.
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand

5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME

HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

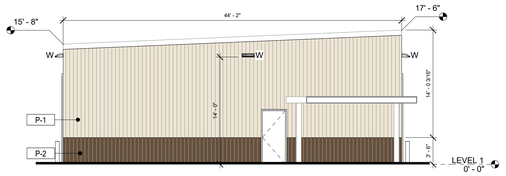
KEY PLAN

SHEET NAME
BUILDING ELEVATIONS

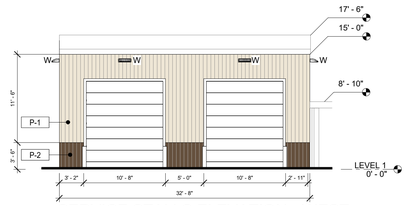
SHEET NUMBER
A201

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

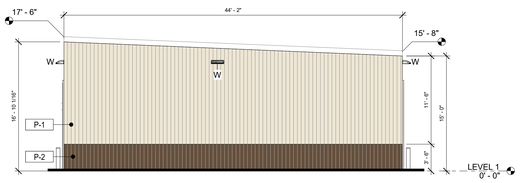
© GOREE ARCHITECTS 2021



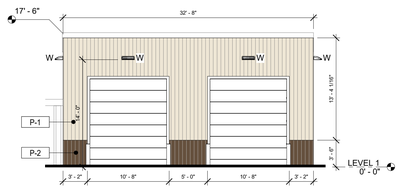
8 SERVICE STALLS ELEVATION - SOUTH
1/8" = 1'-0"



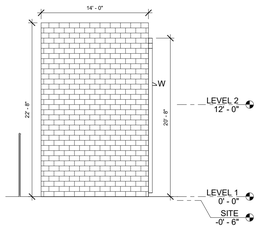
7 SERVICE STALLS ELEVATION - WEST
1/8" = 1'-0"



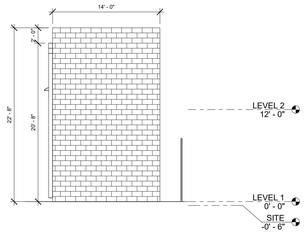
6 SERVICE STALLS ELEVATION - NORTH
1/8" = 1'-0"



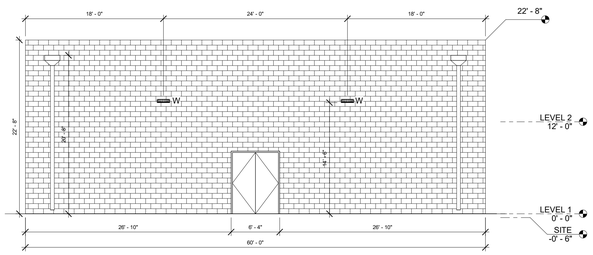
5 SERVICE STALLS ELEVATION - EAST
1/8" = 1'-0"



1 PARTS STORAGE ELEVATION - NORTH
1/8" = 1'-0"



2 PARTS STORAGE ELEVATION - SOUTH
1/8" = 1'-0"



3 PARTS STORAGE ELEVATION - WEST
1/8" = 1'-0"

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

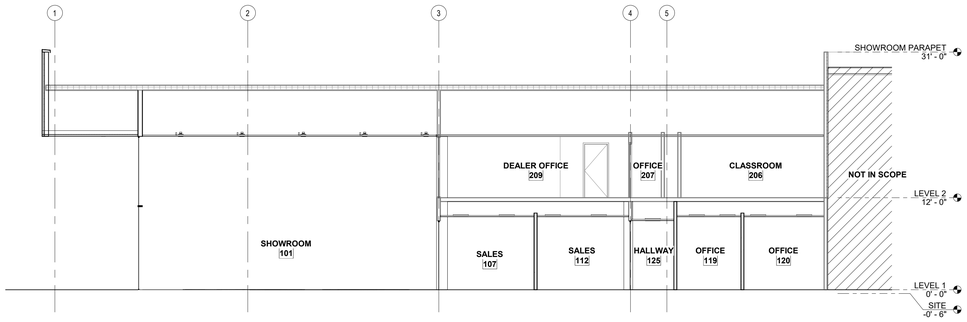
DATE:	MARK:	DESCRIPTION:

KEY PLAN

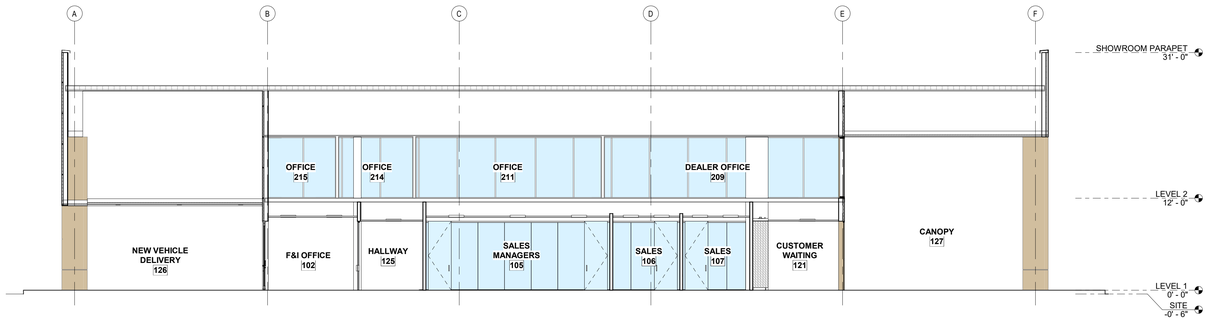
SHEET NAME
BUILDING ELEVATIONS

SHEET NUMBER
A202

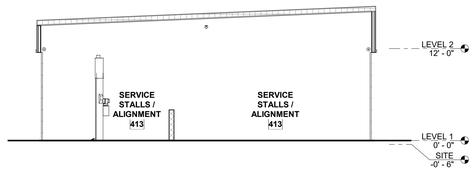
© GOREE ARCHITECTS 2021



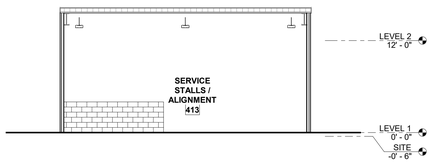
1 BUILDING SECTION
1/8" = 1'-0"



2 SHOWROOM SECTION 2
1/8" = 1'-0"



3 SERVICE STALLS SECTION 1
1/8" = 1'-0"



4 SERVICE STALLS SECTION 2
1/8" = 1'-0"

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO,
TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

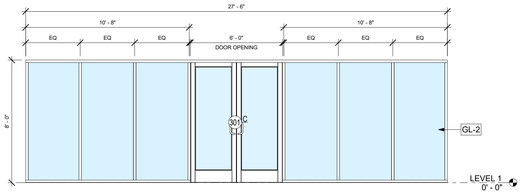
DATE:	MARK:	DESCRIPTION:

KEY PLAN

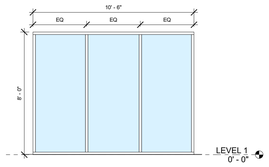
SHEET NAME
BUILDING SECTIONS

SHEET NUMBER
A210

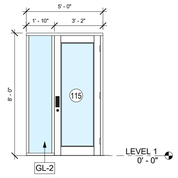
© GOREE ARCHITECTS 2021



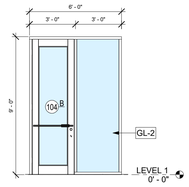
12 SF-6
1/4" = 1'-0"



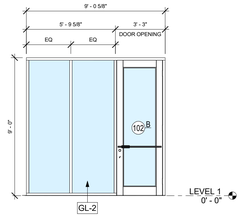
11 SF-5
1/4" = 1'-0"



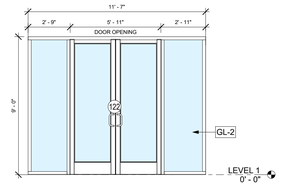
10 SF-4
1/4" = 1'-0"



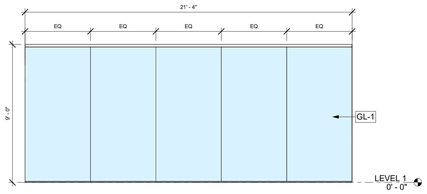
9 SF-3
1/4" = 1'-0"



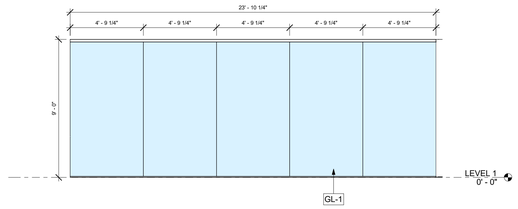
8 SF-2
1/4" = 1'-0"



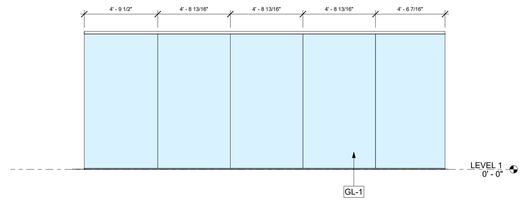
7 SF-1
1/4" = 1'-0"



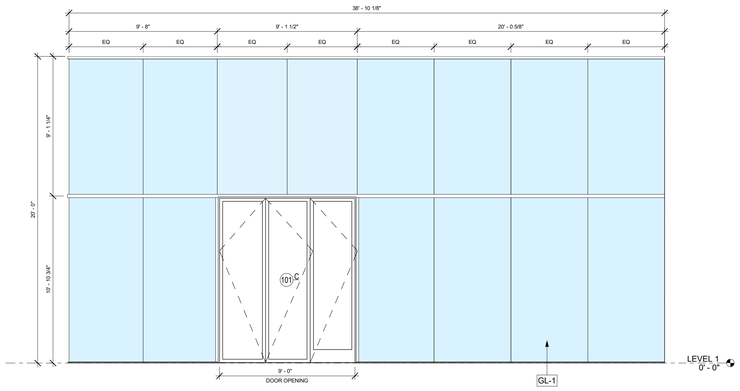
6 CW-7
1/4" = 1'-0"



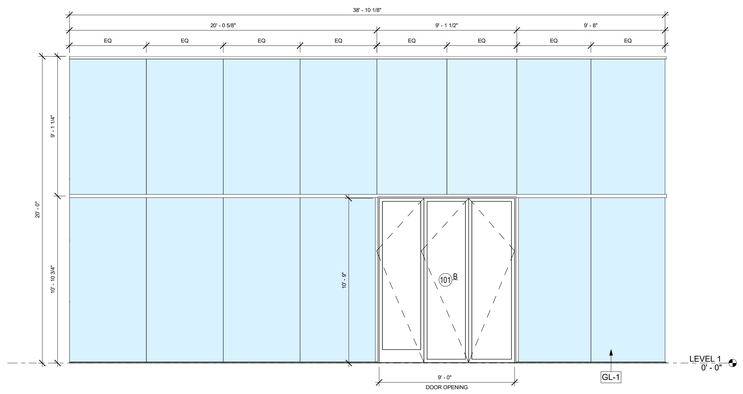
5 CW-6
1/4" = 1'-0"



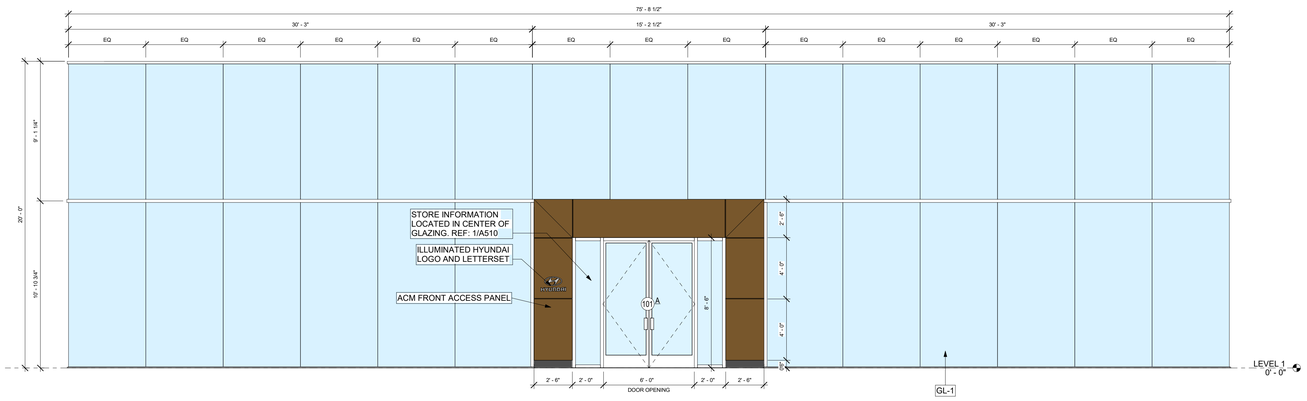
4 CW-5
1/4" = 1'-0"



3 CW-4
1/4" = 1'-0"



2 CW-3
1/4" = 1'-0"



1 CW-1 & CW-2
1/4" = 1'-0"

WINDOW/GLAZING GENERAL NOTES:

1. PROVIDE 1/4" THICK CLEAR PLATE GLASS MIRRORS WHERE SCHEDULED. MIRRORS SHALL BE THE LENGTH OF LAVATORY WITH THE HEAD HEIGHT AT 7'-0" MINIMUM ABOVE FINISHED FLOOR. UNLESS NOTED OTHERWISE.
2. ALL GLAZING ADJACENT TO DOORS SHALL BE SAFETY GLAZING:
   a. WITHIN 24" ARC OF THE DOOR, IN A CLOSED POSITION.
   b. WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE WALKING SURFACE.
3. INDIVIDUAL GLAZED AREAS IN HAZARDOUS LOCATIONS AS DEFINED IN SECTION 2406.4 2012 INTERNATIONAL BUILDING CODE SHALL PASS THE TEST REQUIREMENTS OF CPSC 16 CFR 1201, LISTED IN CHAPTER 35. GLAZING SHALL COMPLY WITH THE CPSC 16 CFR, PART 1201 CRITERIA FOR CATEGORY I OR CATEGORY II AS INDICATED IN BUILDING CODE LISTED ON CODE ANALYSIS.
4. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL THAT MEETS ALL OF THE FOLLOWING CONDITIONS SHALL BE CONSIDERED A HAZARDOUS LOCATION:
   a. THE EXPOSED AREA OF AN INDIVIDUAL PANE IS GREATER THAN 9 SQUARE FEET
   b. THE BOTTOM EDGE OF THE GLAZING IS LESS THAN 18 INCHES ABOVE THE FLOOR;
   c. THE TOP EDGE OF THE GLAZING IS GREATER THAN 36 INCHES ABOVE THE FLOOR; AND
   d. ONE OR MORE WALKING SURFACE(S) ARE WITHIN 36 INCHES, MEASURED HORIZONTALLY AND IN A STRAIGHT LINE, OF THE PLANE OF THE GLAZING.
5. GENERAL CONTRACTOR TO FIELD VERIFY DIMENSIONS AND REPORT ANY DISCREPANCIES TO ARCHITECT.

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

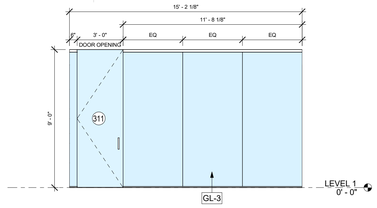
SHEET NAME
GLAZING TYPES & ELEVATIONS

SHEET NUMBER
A310

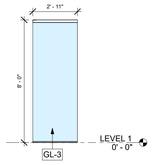
COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021

GLAZING SCHEDULE

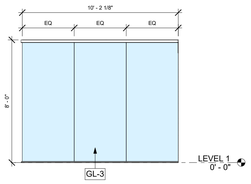
TAG	MANUFACTURER	MODEL / SERIES	STYLE / COLOR	NOTES / CONTACT
GLASS TYPE				
GL-1	SOLARBAN	SOLARBAN 72 STARPHIRE GLASS,TINT: NONE	-SUMMER U-VALUE: .26 (MAX) -SHADING COEFFICIENT: .32 (MAX) -SHGC: .27 (MAX) -VISIBLE LIGHT TRANSMISSION AIR FILLED: 64% (MIN.)	
GL-2	SOLARBAN	SOLARBAN 90 STARPHIRE GLASS,TINT: NONE	-SUMMER U-VALUE: .27 (MAX) -SHADING COEFFICIENT: .26 (MAX) -SHGC: .23 (MAX) -VISIBLE LIGHT TRANSMISSION AIR FILLED: 54% (MIN.)	
GL-3	CRL	FRAMELESS CRL CASCADE	1/2" ULTRACLEAR FULLY TEMPERED GLASS PARTITIONS	CRL-ARCH.COM
GLAZING SYSTEM				
CW	KAWNEER	1600 STRUCTURAL SILICONE GLAZED (SSG) CURTAIN WALL SYSTEM	MULLIONS: 2-1/2" X 7-1/2 CLEAR ANODIZED ALUMINUM", OUTSIDE GLAZING	CONTACT: KAWNEER AT 877-767-9107
IG	CRL	CRL FRAMELESS 10 2000 CLEAR VIEW FRAMELESS GLASS WALL OFFICE SYSTEM	CLEAR ANODIZED ALUMINUM SILL AND HEAD TRACKS WITH CLEAR SILICONE-GLAZED VERTICAL JOINTS	CRL-ARCH.COM
SF	KAWNEER	VG 451 THERMAL CENTER PLANE	MULLIONS: 2" x 4-1/2" CLEAR ANODIZED ALUMINUM	CONTACT: KAWNEER AT 877-767-9107



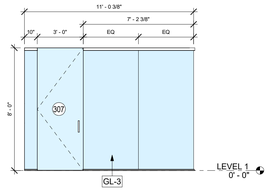
19 IG-15
1/4" = 1'-0"



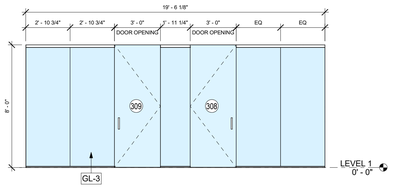
18 IG-14
1/4" = 1'-0"



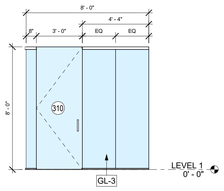
17 IG-13
1/4" = 1'-0"



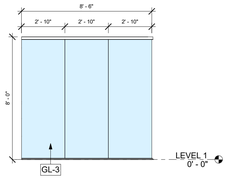
16 IG-12
1/4" = 1'-0"



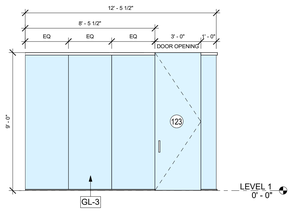
15 IG-11
1/4" = 1'-0"



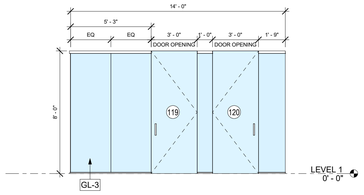
14 IG-10
1/4" = 1'-0"



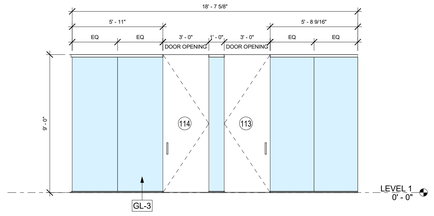
13 IG-9
1/4" = 1'-0"



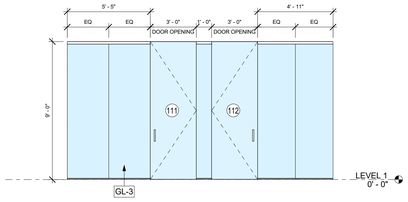
12 IG-8
1/4" = 1'-0"



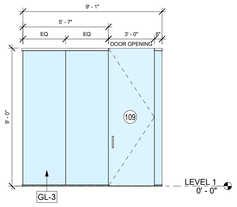
11 IG-7
1/4" = 1'-0"



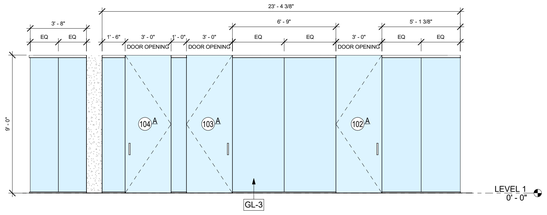
10 IG-6
1/4" = 1'-0"



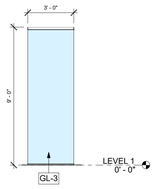
9 IG-5
1/4" = 1'-0"



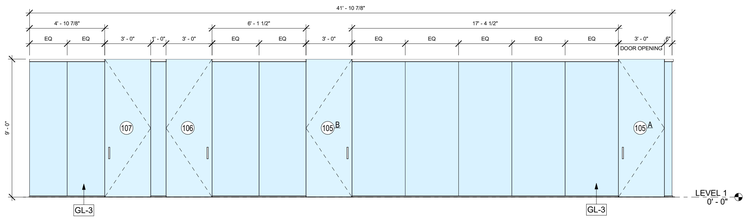
8 IG-4
1/4" = 1'-0"



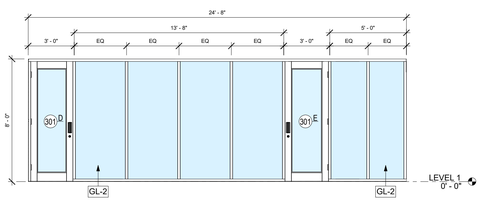
7 IG-3
1/4" = 1'-0"



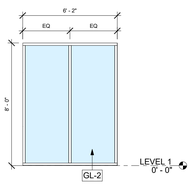
6 IG-2
1/4" = 1'-0"



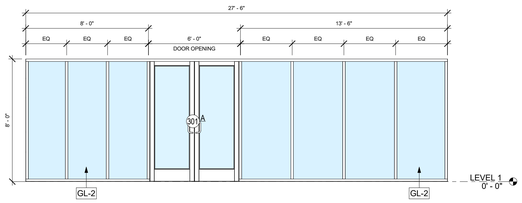
5 IG-1
1/4" = 1'-0"



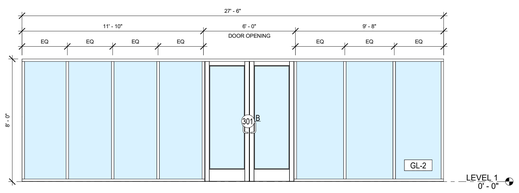
4 SF-10
1/4" = 1'-0"



3 SF-9
1/4" = 1'-0"



2 SF-8
1/4" = 1'-0"



1 SF-7
1/4" = 1'-0"

WINDOW/GLAZING GENERAL NOTES:

1. PROVIDE 1/4" THICK CLEAR PLATE GLASS MIRRORS WHERE SCHEDULED. MIRRORS SHALL BE THE LENGTH OF LAVATORY WITH THE HEAD HEIGHT AT 7'-0" MINIMUM ABOVE FINISHED FLOOR. UNLESS NOTED OTHERWISE.
2. ALL GLAZING ADJACENT TO DOORS SHALL BE SAFETY GLAZING:
   a. WITHIN 24" ARC OF THE DOOR, IN A CLOSED POSITION.
   b. WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60" ABOVE THE WALKING SURFACE.
3. INDIVIDUAL GLAZED AREAS IN HAZARDOUS LOCATIONS AS DEFINED IN SECTION 2406.4 2012 INTERNATIONAL BUILDING CODE SHALL PASS THE TEST REQUIREMENTS OF CPSC 16 CFR 1201, LISTED IN CHAPTER 35. GLAZING SHALL COMPLY WITH THE CPSC 16 CFR, PART 1201 CRITERIA FOR CATEGORY I OR CATEGORY II AS INDICATED IN BUILDING CODE LISTED ON CODE ANALYSIS.
4. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL THAT MEETS ALL OF THE FOLLOWING CONDITIONS SHALL BE CONSIDERED A HAZARDOUS LOCATION:
   a. THE EXPOSED AREA OF AN INDIVIDUAL PANE IS GREATER THAN 9 SQUARE FEET;
   b. THE BOTTOM EDGE OF THE GLAZING IS LESS THAN 18 INCHES ABOVE THE FLOOR;
   c. THE TOP EDGE OF THE GLAZING IS GREATER THAN 36 INCHES ABOVE THE FLOOR; AND
   d. ONE OR MORE WALKING SURFACE(S) ARE WITHIN 36 INCHES, MEASURED HORIZONTALLY AND IN A STRAIGHT LINE, OF THE PLANE OF THE GLAZING.
5. GENERAL CONTRACTOR TO FIELD VERIFY DIMENSIONS AND REPORT ANY DISCREPANCIES TO ARCHITECT.

FOR ADDITIONAL INFORMATION:

1. REFER TO A120 SERIES FOR DIMENSIONED FLOOR PLANS.
2. REFER TO A130 SERIES FOR NOTED FLOOR PLANS.
3. REFER TO A140 SERIES FOR POWER AND COMMUNICATIONS FLOOR PLANS.
4. REFER TO A150 SERIES FOR FINISH FLOOR PLANS.
5. REFER TO A160 SERIES FOR FURNITURE, FIXTURE, EQUIPMENT FLOOR PLANS.
6. REFER TO A170 SERIES FOR GRAPHICS FLOOR PLANS.
7. REFER TO A180 SERIES FOR REFLECTED CEILING PLANS.
8. REFER TO A190 SERIES FOR ROOF PLAN.
9. REFER TO A200 SERIES FOR BUILDING ELEVATIONS.
10. REFER TO A300 SERIES FOR SECTIONS.
11. REFER TO A400 SERIES FOR ENLARGED PLANS, ELEVATIONS, SECTIONS.
12. REFER TO A500 SERIES FOR DETAILS.
13. REFER TO A600 SERIES FOR SCHEDULES.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

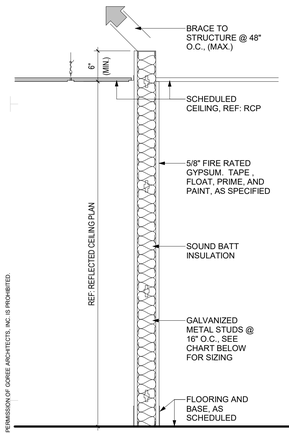
DATE:	MARK:	DESCRIPTION:

KEY PLAN

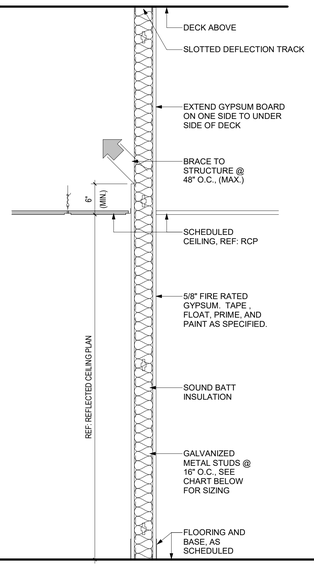
SHEET NAME
GLAZING TYPES & ELEVATIONS

SHEET NUMBER
A311

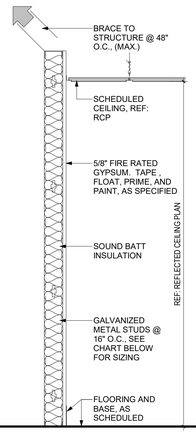
COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021



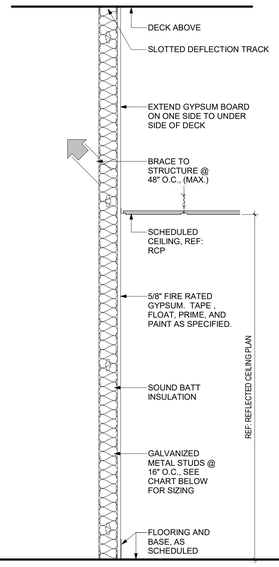
'A-SERIES' PARTITIONS	
GALVANIZED METAL STUDS TO 6" (MIN.) ABOVE CEILING W/ GYPSUM BOARD EACH SIDE	
MARK	FRAMING
A1	20 GA., 3-5/8" METAL STUDS
A2	20 GA., 6" METAL STUDS
A3	20 GA., 2-1/2" METAL STUDS



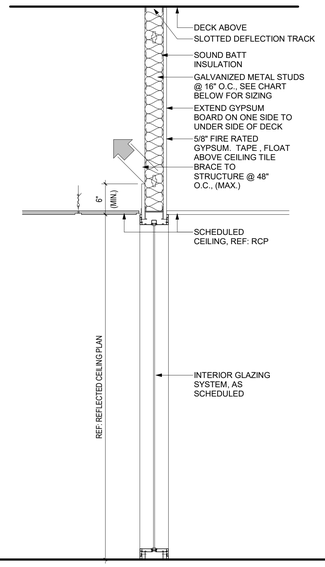
'B-SERIES' PARTITIONS	
GALVANIZED METAL STUDS TO UNDERSIDE ROOF DECK W/ GYPSUM BOARD EACH SIDE	
MARK	FRAMING
B1	20 GA., 3-5/8" METAL STUDS
B2	20 GA., 6" METAL STUDS
B3	20 GA., 2-1/2" METAL STUDS



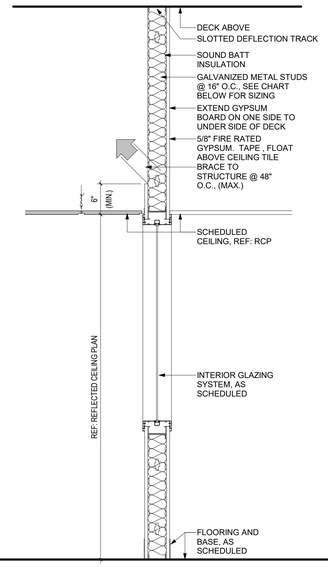
'C-SERIES' PARTITIONS	
GALVANIZED METAL STUDS TO 6" (MIN.) ABOVE CEILING W/ GYPSUM BOARD ONE SIDE	
MARK	FRAMING
C1	20 GA., 3-5/8" METAL STUDS
C2	20 GA., 6" METAL STUDS
C3	20 GA., 2-1/2" METAL STUDS



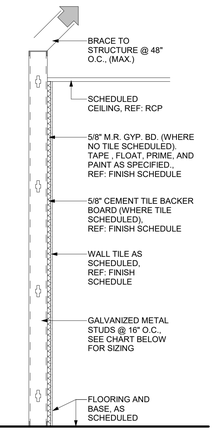
'D-SERIES' PARTITIONS	
GALVANIZED METAL STUDS TO UNDERSIDE ROOF DECK W/ GYPSUM BOARD ONE SIDE	
MARK	FRAMING
D1	20 GA., 3-5/8" METAL STUDS
D2	20 GA., 6" METAL STUDS
D3	20 GA., 2-1/2" METAL STUDS



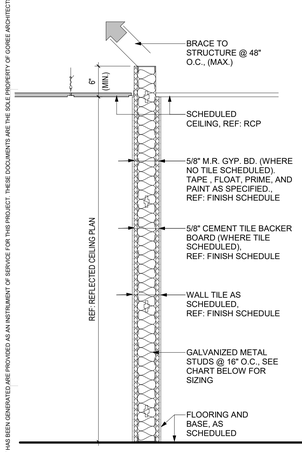
'E-SERIES' PARTITIONS	
GALVANIZED METAL STUDS W/ GYP. BD. EACH SIDE ABOVE INTERIOR GLAZING SYSTEM	
MARK	FRAMING
E1	20 GA., 3-5/8" METAL STUDS
E2	20 GA., 6" METAL STUDS
E3	20 GA., 2-1/2" METAL STUDS



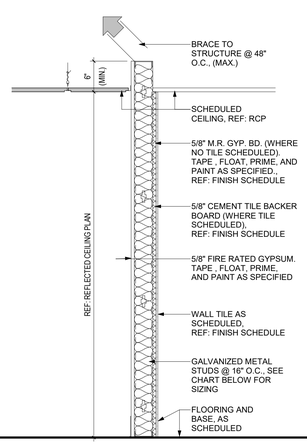
'F-SERIES' PARTITIONS	
GALVANIZED METAL STUDS W/ GYP. BD. EACH SIDE WITH INTERIOR GLAZING SYSTEM	
MARK	FRAMING
F1	20 GA., 3-5/8" METAL STUDS
F2	20 GA., 6" METAL STUDS
F3	20 GA., 2-1/2" METAL STUDS



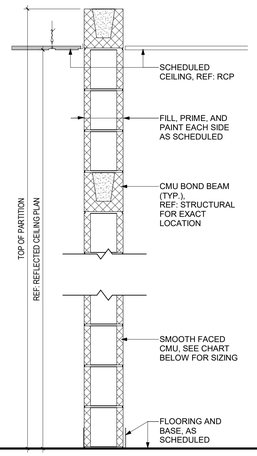
'G-SERIES' PARTITIONS	
CHASE WALL - GALVANIZED METAL STUDS TO 6" (MIN.) ABOVE CEILING W/ TILE EACH SIDE	
MARK	FRAMING
G1	20 GA., 3-5/8" METAL STUDS
G2	20 GA., 6" METAL STUDS
G3	20 GA., 2-1/2" METAL STUDS



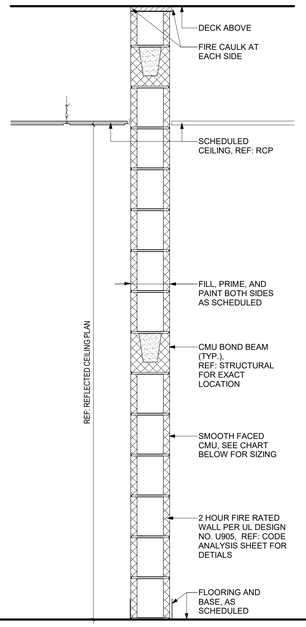
'H-SERIES' PARTITIONS	
GALVANIZED METAL STUDS TO 6" (MIN.) ABOVE CEILING W/ TILE EACH SIDE, AS SCHEDULED	
MARK	FRAMING
H1	20 GA., 3-5/8" METAL STUDS
H2	20 GA., 6" METAL STUDS
H3	20 GA., 2-1/2" METAL STUDS



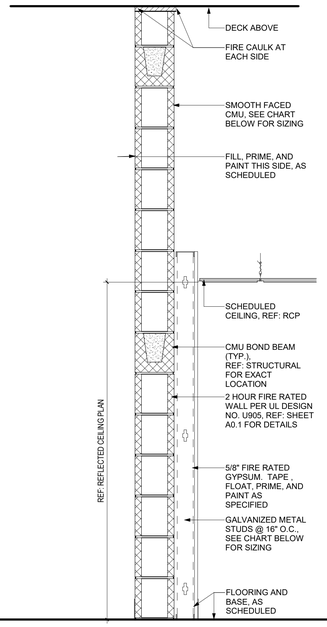
'J-SERIES' PARTITIONS	
GALVANIZED METAL STUDS TO 6" (MIN.) ABOVE CEILING W/ TILE ONE SIDE	
MARK	FRAMING
J1	20 GA., 3-5/8" METAL STUDS
J2	20 GA., 6" METAL STUDS
J3	20 GA., 2-1/2" METAL STUDS



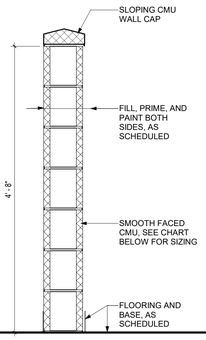
'K-SERIES' PARTITIONS	
CMU TO ABOVE CEILING	
MARK	CONCRETE MASONRY
K1	NOMINAL 8" H. x 8" D. x 16" W. CMU
K2	NOMINAL 8" H. x 10" D. x 16" W. CMU
K3	NOMINAL 8" H. x 6" D. x 16" W. CMU



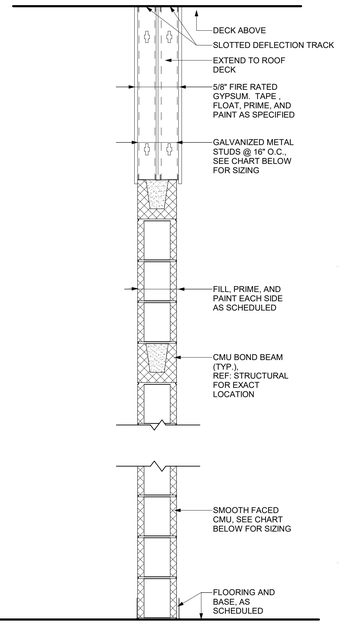
'L-SERIES' PARTITIONS	
OCCUPANCY SEPARATION - CMU TO UNDERSIDE OF ROOF DECK, REF: CODE ANALYSIS FOR UL INFO.	
MARK	CONCRETE MASONRY
L1	NOMINAL 8" H. x 8" D. x 16" W. CMU
L2	NOMINAL 8" H. x 10" D. x 16" W. CMU
L3	NOMINAL 8" H. x 6" D. x 16" W. CMU



'M-SERIES' PARTITIONS	
CHASE WALL - CMU TO ABOVE CEILING W/ METAL STUD FRAMING ABOVE	
MARK	CONCRETE MASONRY
M1	NOMINAL 8" H. x 8" D. x 16" W. CMU, 20 GA., 3-5/8" METAL STUDS
M2	NOMINAL 8" H. x 8" D. x 16" W. CMU, 20 GA., 6" METAL STUDS
M3	NOMINAL 8" H. x 8" D. x 16" W. CMU, 20 GA., 2-1/2" METAL STUDS



'N-SERIES' PARTITIONS	
PARTIAL HEIGHT CMU	
MARK	CONCRETE MASONRY
N1	NOMINAL 8" H. x 8" D. x 16" W. CMU
N2	NOMINAL 8" H. x 10" D. x 16" W. CMU
N3	NOMINAL 8" H. x 6" D. x 16" W. CMU



'P-SERIES' PARTITIONS	
CMU TO 9'-8" W/ METAL STUDS AND GYP. DB. ABOVE	
MARK	CONCRETE MASONRY
P1	NOMINAL 8" H. x 8" D. x 16" W. CMU, 20 GA., 3-5/8" METAL STUDS
P2	NOMINAL 8" H. x 10" D. x 16" W. CMU, 20 GA., 3-5/8" METAL STUDS
P3	NOMINAL 8" H. x 6" D. x 16" W. CMU, 20 GA., 2-1/2" METAL STUDS

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

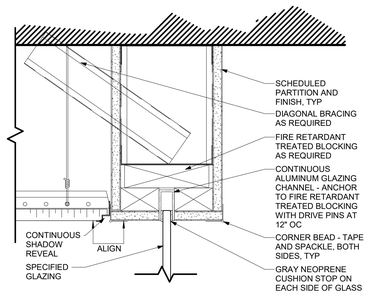
DATE:	MARK:	DESCRIPTION:

KEY PLAN

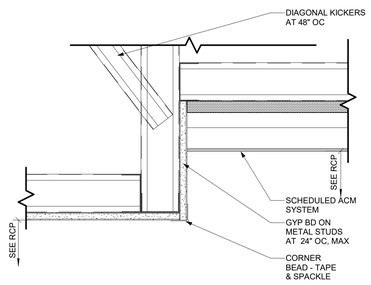
SHEET NAME
PARTITION TYPES

SHEET NUMBER
A320

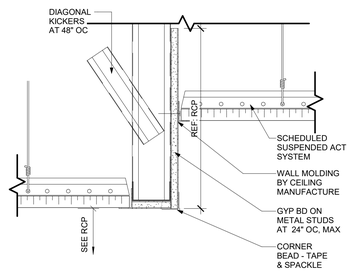
© GOREE ARCHITECTS 2021



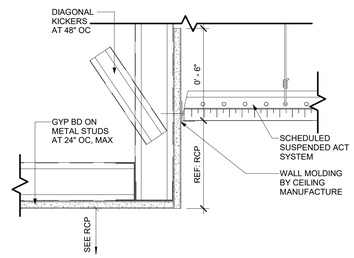
12 FRAMELESS GLASS HEAD W/ OPEN CLG
3" = 1'-0"



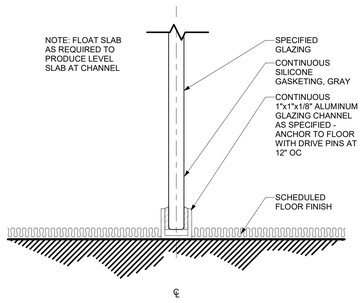
11 INTERIOR ACM CEILING
3" = 1'-0"



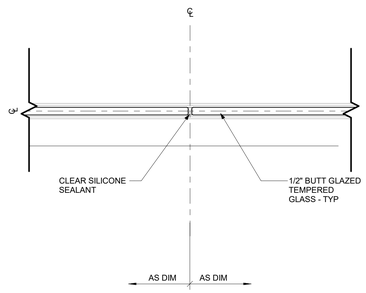
10 ACT TO ACT OFFSET
3" = 1'-0"



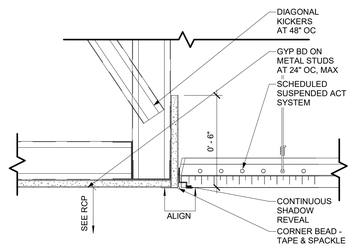
9 GYP BD TO ACT OFFSET
3" = 1'-0"



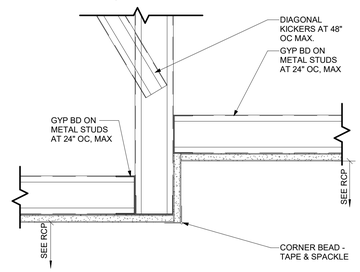
8 FRAMELESS GLASS BOTTOM
6" = 1'-0"



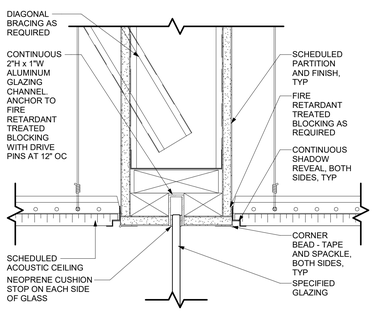
7 BUTT GLAZING JOINT - TYP
3" = 1'-0"



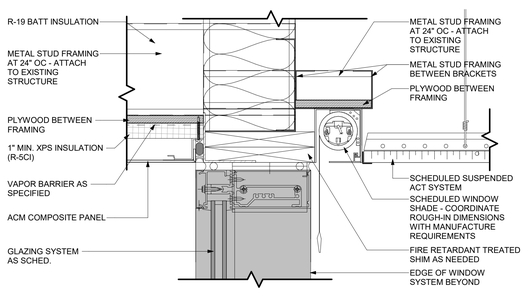
6 GYP BD TO ACT FLUSH
3" = 1'-0"



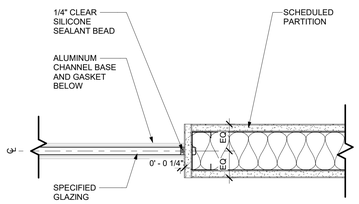
5 GYP BD BULKHEAD
3" = 1'-0"



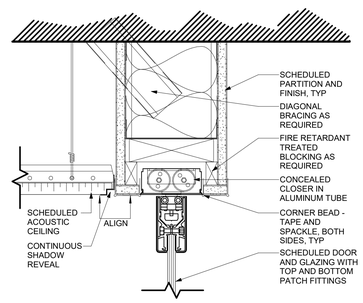
4 FRAMELESS GLASS HEAD W/ ACT CLG
3" = 1'-0"



3 ROLLER SHADE
3" = 1'-0"



2 FRAMELESS GLASS TO GYP BD PARTITION
3" = 1'-0"



1 GLASS DOOR HEADER
3" = 1'-0"

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

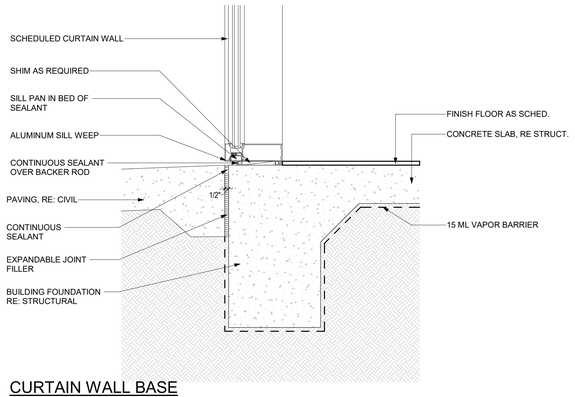
DATE:	MARK:	DESCRIPTION:

KEY PLAN

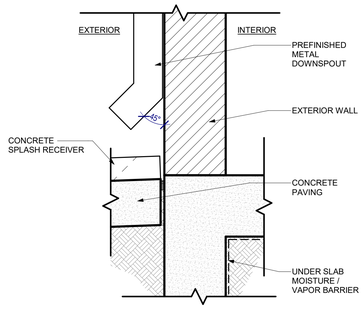
SHEET NAME
WALL DETAILS

SHEET NUMBER
A510

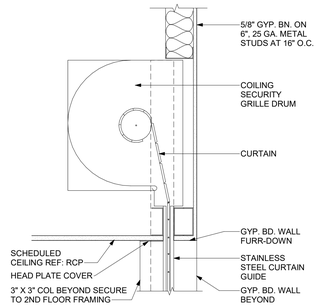
© GOREE ARCHITECTS 2021



4 CURTAIN WALL BASE
1 1/2" = 1'-0"



3 DS AT SURFACE DRAIN - SURFACE MTD
1 1/2" = 1'-0"



2 ROLLING GRILLE HEAD DETAIL
1 1/2" = 1'-0"

NOTE: BUSINESS HOURS ARE TO BE POSTED AT THE MAIN CUSTOMER ENTRANCE TO SALES, SERVICE & PARTS USING WHITE VINYL LETTERS & NUMBERS IN THE HYUNDAI APPROVED FONT "MODERN H BOLD"
G.C. TO VERIFY HOURS WITH OWNER.

1 HOURS OF OPERATION @ SHOWROOM
6" = 1'-0"

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

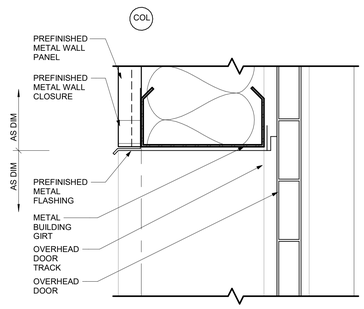
DATE:	MARK:	DESCRIPTION:

KEY PLAN

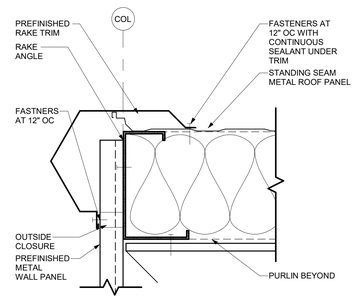
SHEET NAME
WALL DETAILS

SHEET NUMBER
A511

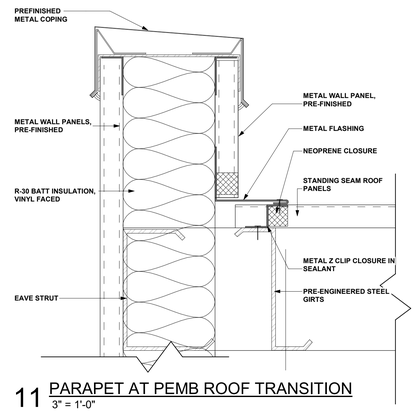
COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021



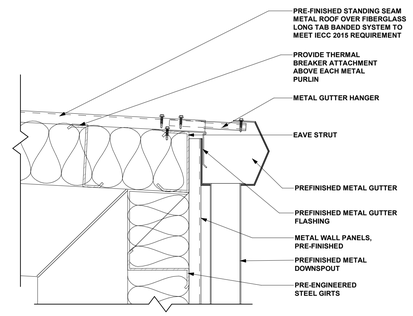
4 OVERHEAD DOOR HEAD IN METAL PANEL - TYP
3" = 1'-0"



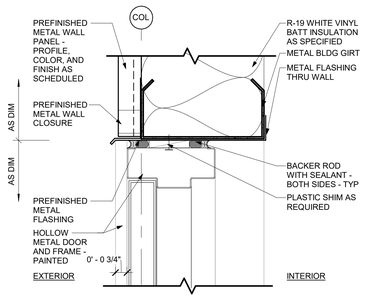
9 RAKE TRIM AT METAL ROOF EDGE - TYP
3" = 1'-0"



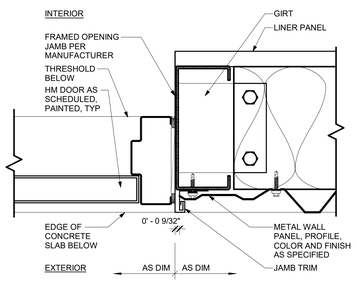
11 PARAPET AT PEMB ROOF TRANSITION
3" = 1'-0"



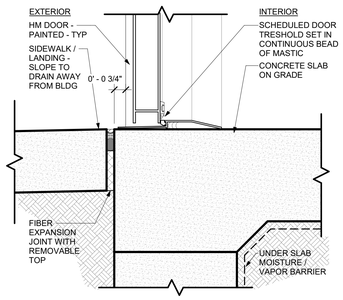
10 GUTTER AT PEMB AT MTL PANEL ROOF
1 1/2" = 1'-0"



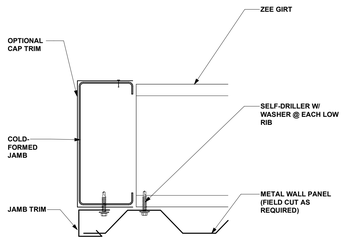
8 HM DOOR HEAD AT METAL WALL - TYP
3" = 1'-0"



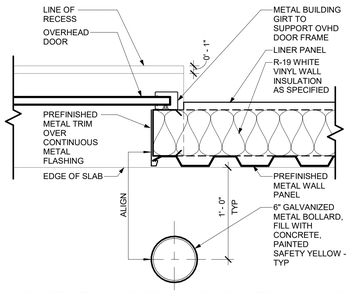
7 HM DOOR JAMB AT METAL PANEL
3" = 1'-0"



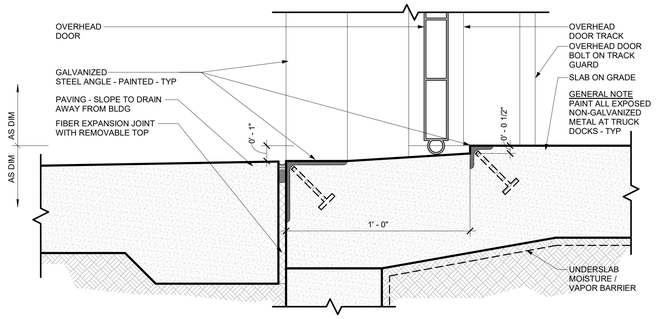
6 HM DOOR SILL AT METAL PANEL
3" = 1'-0"



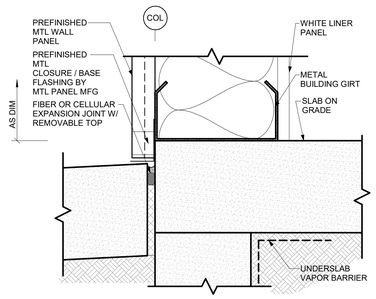
5 FRAMED OPENING JAMB DETAIL
3" = 1'-0"



3 OVERHEAD DOOR JAMB AT METAL PANEL - TYP
1 1/2" = 1'-0"



2 OVERHEAD DOOR SILL - @ GRADE
3" = 1'-0"



1 METAL WALL PANEL AT SLAB - TYP
3" = 1'-0"

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

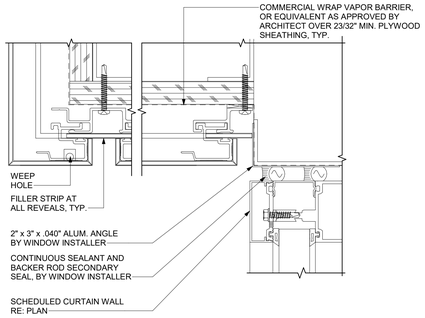
KEY PLAN

SHEET NAME
PEMB DETAILS

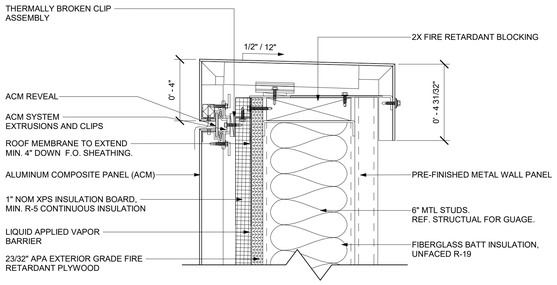
SHEET NUMBER
A512

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021

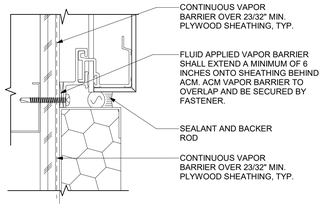
COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.



3 SOFFIT DETAIL
6" = 1'-0"



2 PARAPET CONDITION DETAIL
3" = 1'-0"



1 ACM TO EIFS JOINT DETAIL
6" = 1'-0"

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

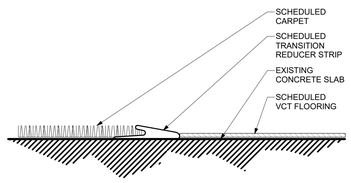
KEY PLAN

SHEET NAME
ACM DETAILS

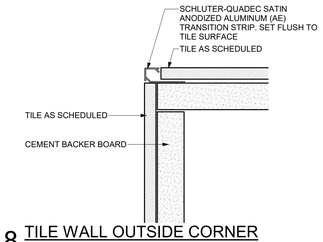
SHEET NUMBER
A550

© GOREE ARCHITECTS 2021

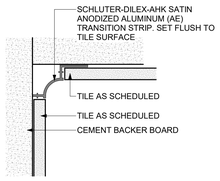
COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.



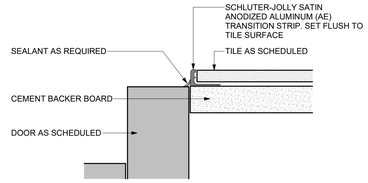
9 FLOORING TRANSITION - CARPET TO VCT
6" = 1'-0"



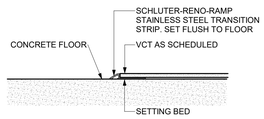
8 TILE WALL OUTSIDE CORNER
6" = 1'-0"



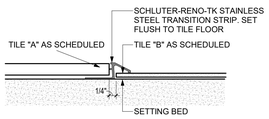
7 TILE WALL INSIDE CORNER
6" = 1'-0"



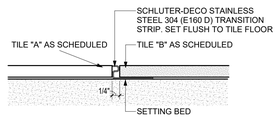
6 TILE WALL EDGE
6" = 1'-0"



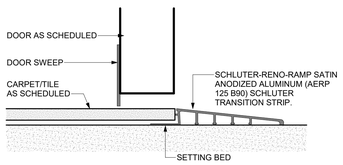
5 VCT TO CONCRETE
6" = 1'-0"



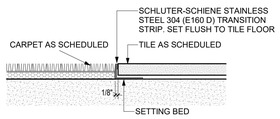
4 TILE TO VCT
6" = 1'-0"



3 TILE TO TILE
6" = 1'-0"



2 TILE TO CONCRETE
6" = 1'-0"



1 TILE TO CARPET
6" = 1'-0"

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME

HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
HORIZONTAL AND VERTICAL TRANSITIONS DETAILS

SHEET NUMBER
A580

© GOREE ARCHITECTS 2021

DOOR SCHEDULE

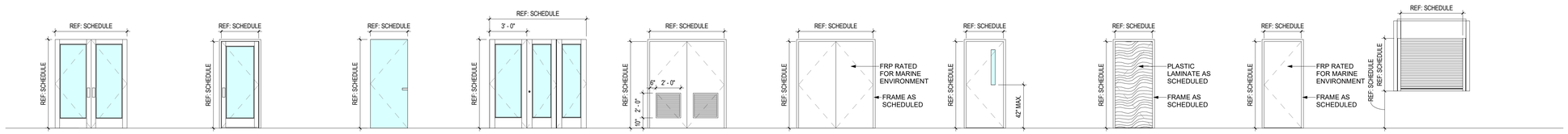
NO.	TYPE	STYLE	WIDTH	HEIGHT	DOOR		FRAME		FIRE RATING	NOTES	NO.
					MATERIAL	FINISH	MATERIAL	FINISH			
101A	1	DOUBLE	6' - 0"	8' - 4"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR		A, E	101A
101B	4	EXTERIOR CAR DOOR	9' - 0"	10' - 10"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			101B
101C	4	EXTERIOR CAR DOOR	9' - 0"	10' - 10"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			101C
102A	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	102A
102B	2B	SINGLE	3' - 0"	8' - 10"							102B
103A	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	103A
103B	2B	SINGLE	3' - 0"	8' - 10"							103B
104A	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	104A
104B	2B	SINGLE	2' - 9"	8' - 10"							104B
105A	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	105A
105B	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	105B
106	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	106
107	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	107
108A	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			108A
108B	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			108B
109	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	109
110	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			110
111	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	111
112	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	112
113	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	113
114	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	114
115	2B	SINGLE	3' - 0"	7' - 10"							115
116	8	SINGLE	3' - 0"	8' - 0"	18 GAUGE H.M.	PLAM	16 GAUGE H.M.	PAINTED			116
117	8	SINGLE	3' - 0"	8' - 0"	18 GAUGE H.M.	PLAM	16 GAUGE H.M.	PAINTED			117
118	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			118
119	3	SINGLE	3' - 0"	8' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	119
120	3	SINGLE	3' - 0"	8' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	120
122	1A	DOUBLE	6' - 0"	8' - 10"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			122
123	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	123
124	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			124
300A		SINGLE	3' - 0"	8' - 0"							300A
300B	11	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED					300B
300C	11	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED					300C
300D	11	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED					300D
300E	11	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED					300E
300F	11	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED					300F
300G	11	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED					300G
301A	1A	DOUBLE	5' - 10"	7' - 10"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			301A
301B	1A	DOUBLE	5' - 10"	7' - 10"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			301B
301C	1A	DOUBLE	6' - 0"	7' - 10"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			301C
301D	2B	SINGLE	2' - 9"	7' - 10"							301D
301E	2B	SINGLE	2' - 10"	7' - 10"							301E
302	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			302
303	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			303
304	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			304
305	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			305
307	3	SINGLE	3' - 0"	8' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	307
308	3	SINGLE	3' - 0"	8' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	308
309	3	SINGLE	3' - 0"	8' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	309
310	3	SINGLE	3' - 0"	8' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	310
311	3	SINGLE	3' - 0"	9' - 0"	GL-3/ RAILINGS AND FITTING; SATIN ANODIZED					B	311
312	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			312
313A	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			313A
313B	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			313B
315	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			315
400A	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			400A
400B	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			400B
400C	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			400C
400D	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			400D

DOOR SCHEDULE

NO.	TYPE	STYLE	WIDTH	HEIGHT	DOOR		FRAME		FIRE RATING	NOTES	NO.
					MATERIAL	FINISH	MATERIAL	FINISH			
400E	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			400E
400F	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			400F
400G	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			400G
400H	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			400H
400J	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			400J
400K	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			400K
400L	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			400L
401A	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			401A
401B	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401B
401C	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401C
401D	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401D
401E	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401E
401F	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401F
401G	8	OVERHEAD	10' - 0"	12' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401G
401H	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401H
401J	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401J
401K	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401K
401L	8	OVERHEAD	10' - 0"	12' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401L
401M	8	OVERHEAD	14' - 0"	12' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			401M
401N	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			401N
402A	2B	SINGLE	3' - 0"	8' - 0"							402A
402B	2B	SINGLE	3' - 0"	8' - 0"							402B
403A	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			403A
403B	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			403B
404A	X	SINGLE	2' - 6"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			404A
405	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			405
406	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			406
407	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			407
408	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			408
409	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			409
410	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			410
411	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			411
413A	8	OVERHEAD	10' - 0"	12' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			413A
413B	8	OVERHEAD	10' - 0"	12' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			413B
413C	8	OVERHEAD	10' - 0"	12' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			413C
413D	8	OVERHEAD	10' - 0"	12' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			413D
414A		OVERHEAD	8' - 0"	8' - 0"	ALUMINUM / GLASS	ANODIZED					414A
414B		OVERHEAD	8' - 0"	8' - 0"	ALUMINUM / GLASS	ANODIZED					414B
418A	8	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED - CLEAR	ALUMINUM	ANODIZED - CLEAR			418A
418B	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			418B
418C	11	OVERHEAD	10' - 0"	10' - 0"	ALUMINUM / GLASS	ANODIZED					418C
418D	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			418D
418E	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			418E
420	8	SINGLE	3' - 0"	8' - 0"	18 GAUGE H.M.	PLAM	16 GAUGE H.M.	PAINTED			420
423	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			423
425			6' - 0"	8' - 0"							425
442E	7	SINGLE	3' - 0"	7' - 0"	18 GAUGE H.M.	PAINTED	16 GAUGE H.M.	PAINTED			442E

DOOR SCHEDULE NOTES

TAG	NOTES
A	EGRESS DOOR. PROVIDE TACTILE SIGNAGE REQUIRED PER IBC
B	FRAMELESS GLASS DOOR WITH TOP OTTOM PIVOT HINGES
C	EXISTING DOOR
D	PROVIDE PANIC HARDWARE
E	PAINTED P-1 ON THE EXTERIOR AND P-2 ON THE INTERIOR
F	PAINTED P-1 ON THE EXTERIOR AND P-7 ON THE INTERIOR
G	REFINISHED TO MATCH PL-5
H	PRIMED AND PAINTED TO MATCH ANTLER VELVET #SW9111 (P-1)
J	INSULATED DOOR



TYPE - 1
KAWNEER AA425 WIDE STILE DOUBLE DOOR W/
1" LOW-E INSULATED TEMPERED GLASS
PROVIDE CONTINUOUS HINGE

TYPE - 1A
10" BOTTOM RAIL

TYPE - 2
KAWNEER AA425 WIDE STILE SINGLE DOOR W/
1" LOW-E INSULATED TEMPERED GLASS
PROVIDE CONTINUOUS HINGE

TYPE - 2A
NON-INSULATED

TYPE - 2B
10" BOTTOM RAIL

TYPE - 3
1/2" CLEAR TEMPERED GLASS DOOR
REFERENCE INTERIOR GLAZING TYPES FOR HARDWARE SPECIFICATIONS

TYPE - 4
ALUMINUM STOREFRONT BI-FOLD
1" LOW-E INSULATED TEMPERED GLASS
PROVIDE CONTINUOUS HINGE
HARDWARE SUBJECT TO ARCHITECTS APPROVAL

TYPE - 5
DOUBLE FLUSH PANEL HOLLOW METAL DOOR
PRIMED AND PAINTED AS SCHEDULED

TYPE - 5A
PROVIDE 24"x24" LOUVERS ON EACH LEAF

TYPE - 6
DOUBLE FLUSH PANEL FRP DOOR
PRIMED AND PAINTED AS SCHEDULED

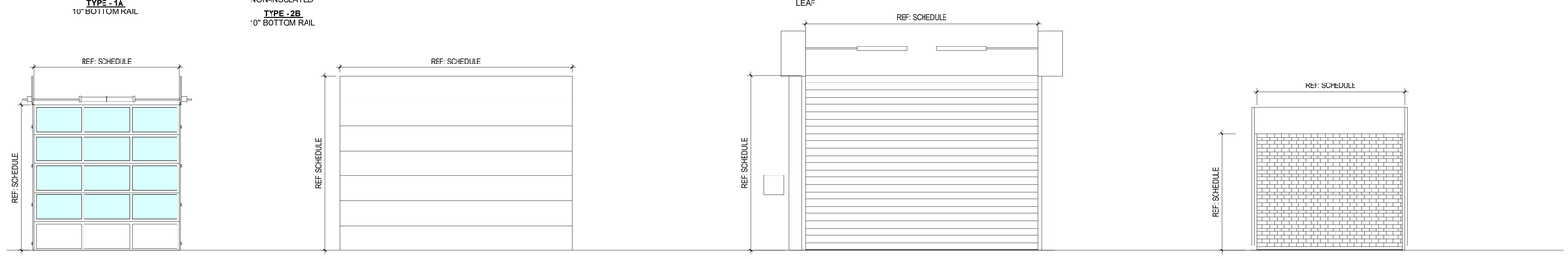
TYPE - 7
SINGLE FLUSH PANEL HOLLOW METAL DOOR
PRIMED AND PAINTED AS SCHEDULED

TYPE - 7A
PROVIDE VISION PANEL

TYPE - 8
SINGLE FLUSH PANEL SOLID CORE DOOR
PLASTIC LAMINATE AS SCHEDULED

TYPE - 9
SINGLE FLUSH PANEL FRP DOOR
PRIMED AND PAINTED AS SCHEDULED

TYPE - 10
FIRE RATED SHUTTER
REF: SCHEDULE FOR RATING



TYPE - 11
OVERHEAD DOOR MODEL 521
1/4" TEMPERED GLAZING
100K HIGH-CYCLE SPRINGS W/ HIGH USAGE COMPONENTS
ELECTRIC OPERATOR, BOTTOM SENSING EDGE
1HP RHX DOOR OPERATOR
COLOR AS SELECTED BY ARCHITECT

TYPE - 12
OVERHEAD DOOR SECTIONAL DOOR
100K HIGH-CYCLE SPRINGS W/ HIGH USAGE COMPONENTS
ELECTRIC OPERATOR, BOTTOM SENSING EDGE
1HP RHX DOOR OPERATOR

TYPE - 13
RYTEC ULTRA-HIGH-SPEED FULL VISION HIGH SPEED DOOR
PROVIDE HOOD AND MOTOR COVERS

TYPE - 13A
RYTEC ULTRA-HIGH-SPEED HIGH SPEED DOOR
PROVIDE HOOD AND MOTOR COVERS

TYPE - 14
OVERHEAD DOOR MODEL 670
UPWARD-COILING SECURITY GRILL
ALUMINUM CLEAR ANODIZED
BRICK PATTERN LATTICE
LOCKING BOTTOM BAR W/ CYLINDER

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-3530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
DOOR SCHEDULE

SHEET NUMBER
A600

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIMCAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021

ROOM FINISH SCHEDULE

NO.	ROOM NAME	FLOOR		BASE	WALLS AND CEILINGS										DRYWALL GRADE	NOTES
					NORTH WALLS		EAST WALLS		SOUTH WALLS		WEST WALLS		CEILINGS			
		FLOOR	ACCENT		FIELD	ACCENT	FIELD	ACCENT	FIELD	ACCENT	FIELD	ACCENT	FIELD	ACCENT		
01 SHOWROOM																
101	SHOWROOM	CT-1	CT-2	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	ACM-2		
102	F&I OFFICE	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
103	F&I OFFICE	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
104	F&I OFFICE	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
105	SALES MANAGERS	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
106	SALES	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
107	SALES	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
108	KEYROOM	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
109	OFFICE	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
110	EQUIP. ROOM	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	-	-		
111	SALES	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
112	SALES	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
113	F&I OFFICE	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
114	F&I MANAGER	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
115	ACCESSORY DISPLAY	CT-1	-	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
116	MEN'S RESTROOM	CT-1	-	-	CT-1	-	CT-1	CT-3	CT-1	-	CT-1	-	P-6	-		1
117	WOMEN'S RESTROOM	CT-1	-	-	CT-1	-	CT-1	-	CT-1	-	CT-1	CT-3	P-6	-		1
118	JAN.	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	-	-		
119	OFFICE	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
120	OFFICE	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
121	CUSTOMER WAITING	CT-6	CT-1	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	ACM-2		
122	INTERNET BAR	CT-1	-	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
123	KID'S PLAY	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
124	EXISTING FIRE STAIR 1	SC-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	-	-		
125	HALLWAY	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
126	NEW VEHICLE DELIVERY	-	-	-	-	-	-	-	-	-	-	-	-	-		
127	CANOPY	-	-	-	-	-	-	-	-	-	-	-	-	-		
128	EXISTING FIRE STAIR 2	SC-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	-	-		
129	ELECT	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	-	-		
130	STORAGE	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	-	-		
03 SERVICE WRITERS																
300	SERVICE DRIVE	EPX-3	EPX-4	VB-3	P-7	-	P-7	-	P-7	-	P-7	-	EXP-1			3
301	SERVICE WRITERS	CT-1	-	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
302	CASHIER / RETAIL PARTS	CT-1	-	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
303	MEN'S RESTROOM	CT-1	-	-	CT-1	-	CT-1	CT-3	CT-1	-	CT-1	-	P-6	-		1
304	WOMEN'S RESTROOM	CT-1	-	-	CT-1	-	CT-1	-	CT-1	-	CT-1	CT-3	P-6	-		1
305	BREAKROOM	CT-1	-	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
306	CUSTOMER LOUNGE	CT-6	CT-1	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	ACM-2		
307	KIDS PLAYROOM	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
308	OFFICE	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
309	OFFICE	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
310	SERVICE MANAGER	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
311	OFFICE	CPT-1	-	VB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
312	FILE STORAGE	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
313	EGRESS COORIDOR	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
314	ACCESSORY DISPLAY	CT-1	-	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
04 SERVICE DEPARTMENT																
400	SERVICE SHOP	EPX-3	EPX-4	VB-3	P-7	-	P-7	-	P-7	-	P-7	-	-	-		3
401	SERVICE SHOP	EPX-3	EPX-4	VB-3	P-7	-	P-7	-	P-7	-	P-7	-	-	-		3
402	CUSTOMER PARTS	CT-1	-	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
403	TECH PARTS	CT-1	-	CTB-1	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
404	PARTS STORAGE	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
405	SPECIAL TOOLS	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
406	PARTS MANAGER	SC-1	-	VB-3	P-7	-	P-7	-	P-7	-	P-7	-	P-7	-		3
407	ELEC. ROOM	SC-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	P-7	-		
408	BREAKROOM	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
409	MEN'S RESTROOM	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
410	WOMEN'S RESTROOM	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	ACT-1	-		
411	JAN.	VCT-1	-	VB-3	P-5	-	P-5	-	P-5	-	P-5	-	-	-		3
412	PARTS RECIEVING	SC-1	-	VB-3	P-7	-	P-7	-	P-7	-	P-7	-	P-7	-		3
413	SERVICE STALLS / ALIGNMENT	EPX-3	EPX-4	VB-3	P-7	-	P-7	-	P-7	-	P-7	-	-	-		3
414	EV STORAGE	EPX-3	EPX-4	VB-3	P-7	-	P-7	-	P-7	-	P-7	-	-	-		3
415	PARTS STORAGE	SC-1	-	VB-3	P-7	-	P-7	-	P-7	-	P-7	-	P-7	-		3
417	PARTS STORAGE BUILDING	SC-1	-	VB-3	P-7	-	P-7	-	P-7	-	P-7	-	P-7	-		3

ROOM FINISH SCHEDULE NOTES

#	NOTES
1	PAINT CEILING P-6
2	PAINT CEILING P-7
3	CEILING OPEN TO STRUCTURE
4	PAINT WALL P-8 TO 8'0" AFF (ABOVE DOOR FRAMES) AND THEN P-7 FROM 8'-0" (ABOVE DOOR FRAMES) TO DECK.
5	NO NEW FINISH, EXISTING TO REMAIN

INTERIOR MATERIAL SCHEDULE

TAG	MANUFACTURER	MODEL / SERIES	STYLE / COLOR	NOTES / CONTACT
CEILING				
ACM-2	-	"SHAPED SKY" AND BRONZE	2' X 2' METAL PANELS, BLACK WITH 4MM SHAPED SKY PANEL OVERLAY, BRONZE GRID: ARMSTRONG PRELUDE XL, 15/16", GRID COLOR: TECH BLACK	
ACT-1	ARMSTRONG	FINE FISSURED 1734, ACOUSTIC CEILING TILE	COLOR: WHITE EDGE: BEVELED TEGULAR GRID: 9/16" ARMSTRONG GRID COLOR: PLATINUM OR SILVER SATIN	CONTACT: ARMSTRONG CEILINGS AT 877-276-7876 EXT.64
FLOOR				
	AUTOSTONE	DRIVE SERIES	SIZE: 8" x 8" x 1/2" COLOR: ALLOY GREY ENHANCED PORCELAIN TILE FLOOR SYSTEM WITH ELEVATED TRACTION PATTERN AND INTEGRAL BRIGHTFINISH SEALANT.	CONTACT: AUTOSTONE FLOOR SYSTEMS AT 214-393-4875 OR AUTOSTONEUSA.COM INSTALL WITH LATICRETE GROUT IN COMPLEMENTARY COLORS TO TILE AS RECOMMENDED BY AUTOSTONE USA.
CPT-1	SHAW CARPET	CLEAR TILE 59564	SIZE: 24"X 24" MONOLITHIC INSTALLATION COLOR: SEA GLASS #62560 CONSTRUCTION: MULTI-LEVEL PATTERN LOOP TRANSITION STRIP: COLOR TO MATCH CARPET TILE	CONTACT: SHAW CONTRACT GROUP (800)-257-7429
CT-1	DALTILE	SISTEM_N UNGLAZED PORCELAIN STONEWARE	SIZE: 12"X 24"X 3/8" 1/3 STEP RUNNING BOND (8") COLOR: SABBIA_N FINISH: MATTE #N984HY12241P	NATIONAL PRICING HAS BEEN ESTABLISHED FOR THESE PRODUCT. PLEASE CONTACT DALTILE FOR DETAILS.
CT-2	DALTILE	SISTEM_N UNGLAZED PORCELAIN STONEWARE	SIZE: 24"X 24"X 3/8" ROTATED 45 DEGREES TO FIELD TILE COLOR: SABBIA_N FINISH: POLISHED #N984HY24241L	DONNA APCAR, NATIONAL ACCOUNT MANAGER AT DALTILE, 818-303-6911 donna.apcar@daltile.com NOTES: NEW ASPHALT MAY TAKE 6-12 MONTHS. PARTICULARLY IN HARSHER CLIMATES TO FULLY CURE CAUSING SHOES TO TRACK RESIDUE ONTO NEW FLOORING. WALK OFF MATS AT ENTRY DOORS ARE RECOMMENDED TO HELP MITIGATE DIRT AND DEBRIS ACCUMULATION.
CT-3	DALTILE	COLOR WAVE	SIZE: 12"X 18" RANDOM INTERLOCKING PATTERN-HORIZONTAL COLOR: WILLOW WATER FINISH: GLOSSY #CW21	DONNA APCAR, NATIONAL ACCOUNT MANAGER AT DALTILE, 818-303-6911 donna.apcar@daltile.com NOTES: DEEP CLEANING OF NEW TILE FLOORS AFTER CONSTRUCTION MAY BE NEEDED, AS WILL PROPER ROUTINE TILE MAITENANCE TO KEEP FLOORS CLEAN. PLEASE CONTACT DALTILE FOR TILE DEEP CLEANING & ROUTINE MAINTANANCE RECOMMENDATIONS.
CT-4	SCHLUTER	SCHEINE SPACING BAR	SIZE: 1/4" THICK FINISH: CLEAR ANODIZED ALUMINUM	CONTACT: SCHLUTER- SYSTEMS US AT 800-472-4588
CT-5	PEBBLE TILE SHOP	PEBBLE TILE	SIZE: 12"X 12" WITH MESH BACKING SHEET COLOR: JAVA TAN FINISH: NATURAL TAN	CONTACT: PEBBLE TILE SHOP AT (888) 870-9591
CT-6	DALTILE	SANTINO SERIES- 6"X 24" X 3/8" 8"OFFSET	COLOR: BRUNO SN09	CONTACT: DONNA APCAR, NATIONAL ACCOUNT MANAGER AT DALTILE, 818-303-6911 donna.apcar@daltile.com
CT-8	AUTOSTONE	DRIVE SERIES	SIZE: 8" x 8" x 1/2" COLOR: CARBON BLACK	CONTACT: AUTOSTONE FLOOR SYSTEMS AT 214-393-4875 OR AUTOSTONEUSA.COM INSTALL WITH LATICRETE GROUT IN COMPLEMENTARY COLORS TO TILE AS RECOMMENDED BY AUTOSTONE USA.
EPX-2	SHERWIN WILLIAMS	ARMORSEAL 650 SL/ RC	COLOR: DECK GREY	CONTACT: SHERWIN WILLIAMS AT 800-474-3794 NOTE: SERVICE SHOP FLOOR STRIPING
EPX-3	STONEHARD	STONECLAD GR	COLOR: "PEWTER"	NOTE: SERVICE RECEPTION
EPX-4	STONEHARD	STONECLAD GR	COLOR: "CHARCOAL"	NOTE: SERVICE RECEPTION STRIPING AND WALKWAYS
FRP-1			Color: TBD	
MAT-1	MATS, INC	DUAL TRACK	COLOR: CHARCOAL GREY AS SPECIFIED BY LOCAL ARCHITECT	CONTACT: MATS. INC. AT 800-628-7462 (800-MATS-INC) NOTES: AD FRAME AT NEW SLAB AND TT OVERLAP FRAME AT EXISTING SLAB
PC-1	CERTIFIED IPCI INSTALLER	POLISHED CONCRETE	CONCRETE DESIFIER: ARMOR DENSIFIER MFL CONCRETE SEALER: ARMOR STAIN SHIELD MFL FINISH: IPCI SHEEN LEVEL 2 - LOW SHEEN	-
SC-1	PROCOAT	SEALED CONCRETE, PENETRATING CLEAR SEALANT	COLOR: CLEAR COAT	PROCOAT (877)-511-3456
VCT-1	ARMSTRONG	IMPERIAL TEXTURE	COLOR: STERLING # 51904	CONTACT: MANNINGTON AT 888-241-2262
GROUT				
GR-1	CUSTOM BUILDING PRODUCTS	FUSION PRO	COLOR: #183 "CHATEAU"	CONTACT: CUSTOM BUILDING PRODUCTS AT 800-272-8786
GYPSUM WALL BOARD				
GYP-1	AS SPECIFIED	LEVEL 4 FINISH	-	(GYPSUM WALL BOARD)
INTERIOR GLAZING				
GL-4	NuEtch	A4G-DM-11008	EVENLY SPACED RECTANGLES, 1.5" VERTICAL DASHES	CONTACT: 718-966-0084
MILLWORK				
CTOP-1	AS SPECIFIED	STAINLESS STEEL	BRUSHED	(COUNTERTOP)
PL-1	FORMICA	SOLID COLORS	COLOR: WHITE #949-58 FINISH: MATTE	CONTACT: FORMICA CORPORATION AT 800-367-6422
PL-2	FORMICA	COLOUR CORE2	COLOR: WHITE #949C-58 FINISH: MATTE NOTE: THRU COLOR FOR EXPOSED EDGES	CONTACT: FORMICA CORPORATION AT 800-367-6422
PL-3	FORMICA	DECO METAL	COLOR: BRUSHED PEWTER #2032 FINISH: METALIC GRAIN: HORIZONTAL	CONTACT: FORMICA CORPORATION AT 800-367-6422
PL-4	FORMICA	SOLID COLORS	COLOR: STORM #912-58	CONTACT: FORMICA CORPORATION AT 800-367-6422
PL-5	FORMICA	BROWN WOOD	COLOR: SILVER RIFTWOOD	CONTACT: FORMICA CORPORATION AT 800-367-6422
PL-6	FORMICA	SOLID COLORS	COLOR: #8244 NIGHT FOREST	CONTACT: FORMICA CORPORATION AT 800-367-6422
SS-1	DUPONT	CORIAN	COLOR: DESIGNER WHITE PENCIL ROUND EDGE PROFILE	CONTACT: DUPONT CORIAN AT https://www.corian.com/-contact-us-form-
PAINT				
P-5	SHERWIN WILLIAMS		COLOR: EXTRA WHITE # SW7006 INTERIOR FINISH: EGGSHELL	CONTACT: SHERWIN WILLIAMS AT 800-474-3794
P-6	SHERWIN WILLIAMS		COLOR: CEILING BRIGHT WHITE # SW7007 FINISH: FLAT	CONTACT: SHERWIN WILLIAMS AT 800-474-3794 NOTE: BATHROOM CEILING
P-7	SHERWIN WILLIAMS		COLOR: AGREEABLE GREY # SW7029 FINISH: SEMI-GLOSS	CONTACT: SHERWIN WILLIAMS AT 800-474-3794 NOTE: SERVICE DRIVE WALLS, SERVICE SHOP ABOVE DOOR FRAMES, SERVICE SHOP CEILING, PARTS WALLS, PAINTED INTERIOR DOORS & FRAMES GC TO VERIFY THAT THE APPROPRIATE PAINT IS USED IN WET AREAS.
P-8	SHERWIN WILLIAMS		COLOR: ANTLER VELVET # SW9111 FINISH: WATER-BASE CATALYZED EPOXY IN OFFIICES, EGGSHELL (ACRYLIC LATEX).	CONTACT: SHERWIN WILLIAMS AT 800-474-3794 NOTE: SERVICE SHOP WALLS BELOW DOOR FRAME
P-9	MODERN MASTERS	WATER BASED METALLIC PAINT	COLOR: PEWTER #ME209	CONTACT: MODERN MASTERS AT 800-942-3166 NOTE: SHOWROOM INCLINED COLUMNS
P-10	MINWAX PERFORMANCE SERIES	TINTABLE WOOD STAIN	COLOR: "TOASTED BARREL" # MW405 OR "SMOKEWOOD" #MW407	CONTACT: SHERWIN WILLIAMS AT 800-474-3794
WALL BASE				
CTB-1	DALTILE	SISTEM_N UNGLAZED PORCELAIN STONEWARE, 3" X 24"	SIZE: 3"X 24" BULLNOSE COLOR: TO MATCH SABBIA_N #N984HYS43F91P1	DONNA APCAR, NATIONAL ACCOUNT MANAGER AT DALTILE, 818-303-6911 donna.apcar@daltile.com NOTES: NATIONAL PRICING HAS BEEN ESTABLISHED FOR THESE PRODUCT. PLEASE CONTACT DALTILE FOR DETAILS.
VB-1	MANNINGTON	EDGE (TYPE TV)	COLOR: STONE GRAY #907 WITH PREFORMED CORNERS 4" STRAIGHT BASE	CONTACT: MANNINGTON AT 888-241-2262
VB-3	MANNINGTON	EDGE (TYPE TV)	COLOR: NIGHT BLACK #901 WITH PREFORMED CORNERS 4" COVE BASE	CONTACT: MANNINGTON AT 888-241-2262

SITE MATERIAL SCHEDULE

TAG	MANUFACTURER	MODEL / SERIES	STYLE / COLOR	NOTES / CONTACT
LANDSCAPING				
GRA-1	TBD	TBD	TBD	(GRASS)
PAVING				
CN-2	TBD	TBD	TBD	(CONCRETE)
PT-10	TBD	TBD	TBD	(PARKING LINE)
PV-1	TBD	TBD	TBD	(PAVING)

EXTERIOR MATERIAL SCHEDULE

TAG	MANUFACTURER	MODEL / SERIES	STYLE / COLOR	NOTES / CONTACT
PAINT				
P-1	SHERWIN WILLIAMS		COLOR: ANTLER VELVET # SW9111 EXTERIOR FINISH: SEMI-GLOSS	CONTACT: SHERWIN WILLIAMS AT 800-474-3794 NOTE: EXTERIOR WALLS, DOORS, FRAMES
P-2	SHERWIN WILLIAMS		COLOR: KAFFEE # SW6104 EXTERIOR FINISH: SEMI-GLOSS	CONTACT: SHERWIN WILLIAMS AT 800-474-3794
WALL				
ACM-1	-	"SHAPED SKY" AND BRONZE	COMPLETE RAIN SCREEN ACM SYSTEM, BLACK, WITH 4MM SHAPED SKY PANEL OVERLAY, BRONZE	
ACM-3	-		COLOR: HYUNDAI NORTH AMERICA BRONZE	
ACM-4	-	SERIES ONE RAINSCREEN ACM CLADDING	ACM: ALUCOBOND PE COLOR: PUEBLO TAN	
EIFS-1	-	EIFS - Exterior Insulation	COLOR: ANTLER VELVET # SW9111 EXTERIOR FINISH: SEMI-GLOSS	
EIFS-2	-	EIFS - Exterior Insulation	COLOR: KAFFEE # SW6104 EXTERIOR FINISH: SEMI-GLOSS	

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

GEOTECHNICAL:
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CIVIL ENGINEER:
PEA GROUP
16060 DILLARD DRIVE, SUITE 250
HOUSTON, TX 77040
(713) 688-5530
WWW.PEAGROUP.COM

STRUCTURAL ENGINEER:
DALLY + ASSOCIATES
9800 RICHMOND AVE., SUITE 460
HOUSTON, TEXAS 77042
(713) 337-8881
WWW.DALLYASSOCIATES.COM

MEP ENGINEER:
GK ENGINEERS
5959 WEST LOOP SOUTH, SUITE 385
BELLAIRE, TEXAS 77401
(713) 988-8894
WWW.GK-MEP.COM

GENERAL CONTRACTOR:
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
HYUNDAI OF EL PASO

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE. EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE

ISSUE DATE
XX/XX/XXXX

ISSUE HISTORY

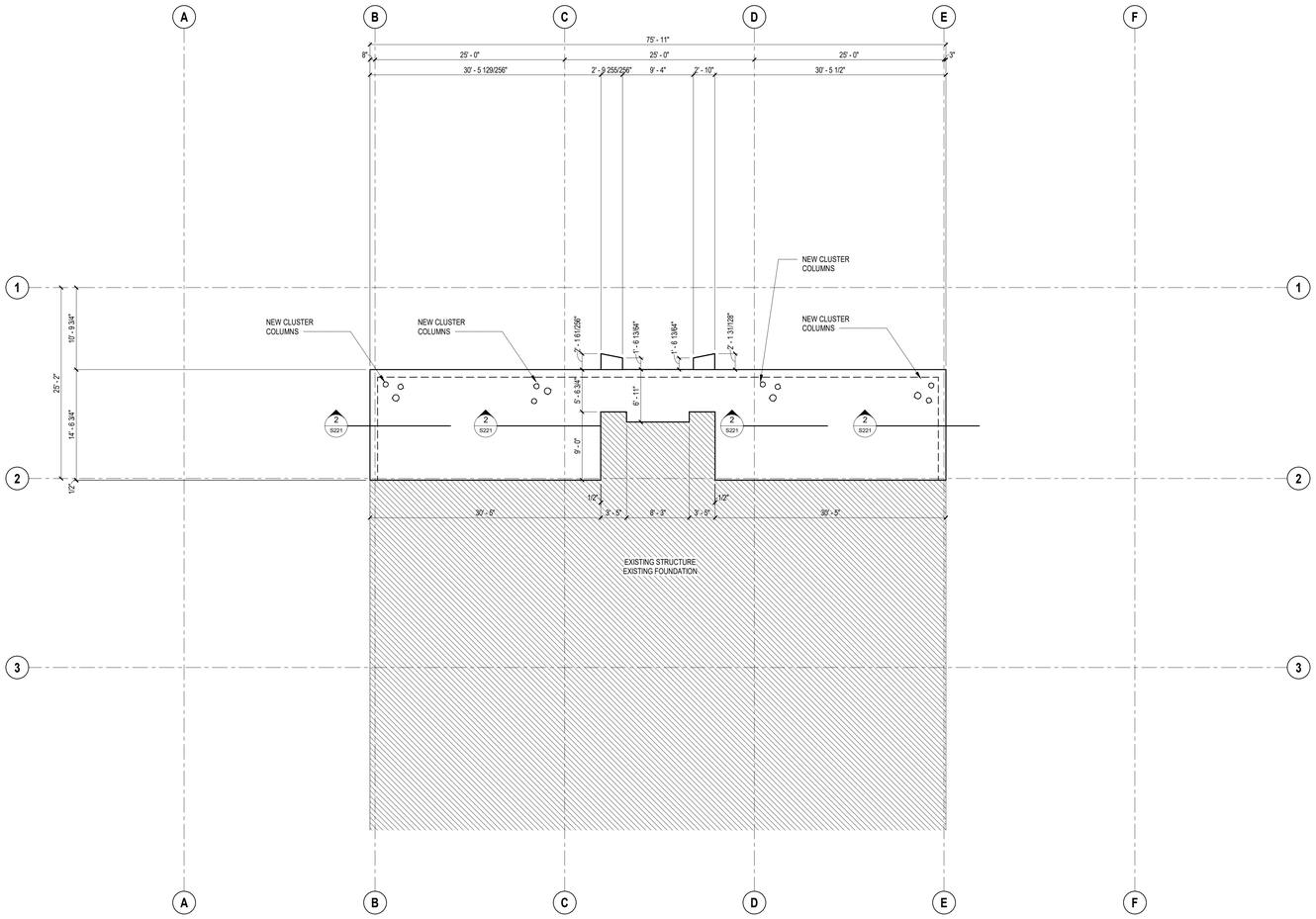
DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
FINISH SCHEDULE

SHEET NUMBER
A601

COPYRIGHTED DOCUMENT THIS DRAWING AND THE BIMx/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021



1 PARTIAL FOUNDATION PLAN

1/8" = 1'-0"

COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.

Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

CONSULTANT #1 - DISCIPLINE
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CONSULTANT #2 - DISCIPLINE
CONSULTANT #2 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CONSULTANT #3 - DISCIPLINE
CONSULTANT #3 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CONSULTANT #4 - DISCIPLINE
CONSULTANT #4 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CONSULTANT #5 - DISCIPLINE
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CONSULTANT #6 - DISCIPLINE
CONSULTANT #6 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME

EL PASO HYUNDAI

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE.
EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

Dally + ASSOCIATES
STRUCTURAL | CIVIL
9800 Richmond Avenue, Suite 460
Houston, Texas 77042
t 713 337 8881
Texas Registered Engineering Firm
F-003426

PROJECT: 21-357-00

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE
Dally + Associates
STRUCTURAL | CIVIL
INTERIM REVIEW ONLY
Document Incomplete:
Not intended for permit or construction.
Engineer: FRED DALLY
P.E. Serial No.: 90904
Date:
Texas Registered Engineering Firm F-003426

ISSUE DATE
05/19/17

ISSUE HISTORY

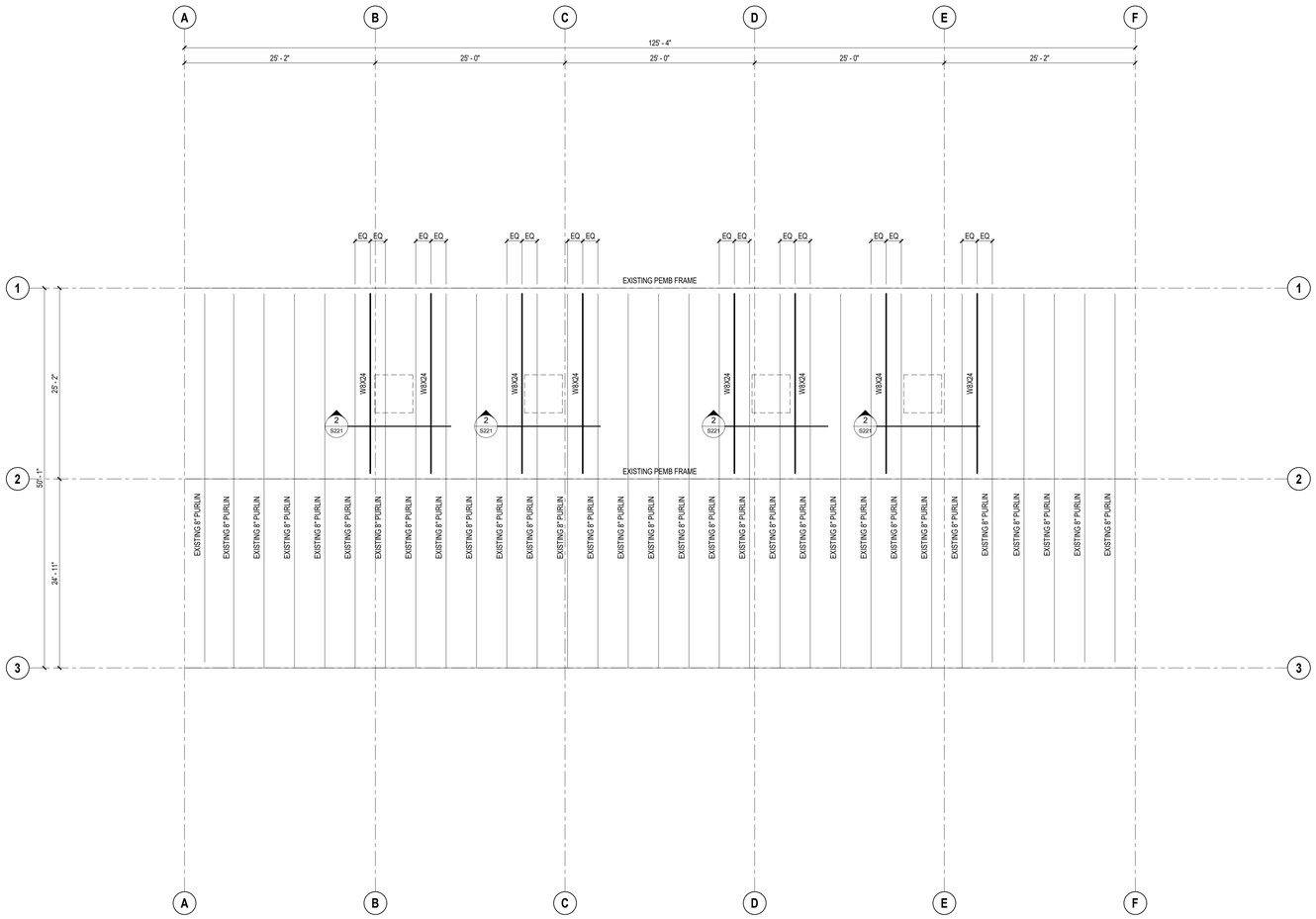
DATE:	MARK:	DESCRIPTION:

KEY PLAN

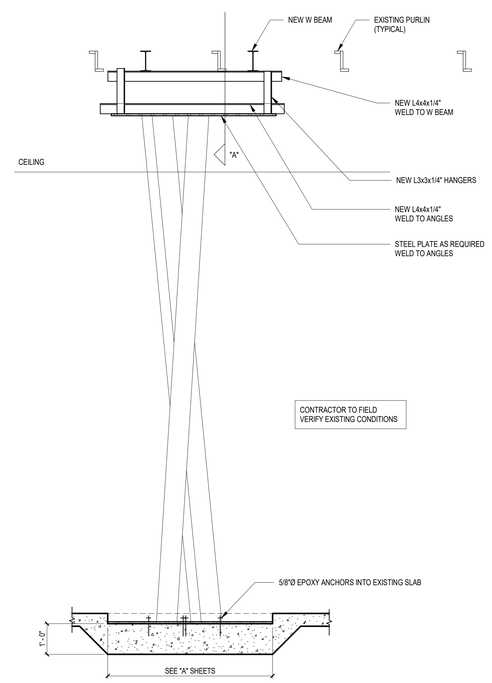
SHEET NAME
FOUNDATION PLAN

SHEET NUMBER
S201

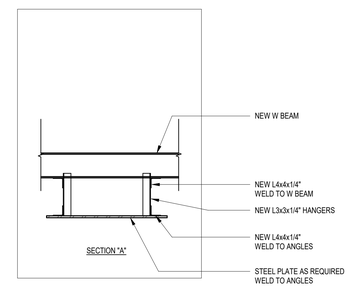
© GOREE ARCHITECTS 2021



1 PARTIAL ROOF FRAMING PLAN
1/8" = 1'-0"



2 SECTION
1/2" = 1'-0"



Goree
Interiors | Architecture | Brand
5151 San Felipe Street, Suite 1700
Houston, Texas 77056
713-660-6102
www.goree.com

CONSULTANTS

CONSULTANT #1 - DISCIPLINE
CONSULTANT #1 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CONSULTANT #2 - DISCIPLINE
CONSULTANT #2 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CONSULTANT #3 - DISCIPLINE
CONSULTANT #3 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CONSULTANT #4 - DISCIPLINE
CONSULTANT #4 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CONSULTANT #5 - DISCIPLINE
CONSULTANT #5 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

CONSULTANT #6 - DISCIPLINE
CONSULTANT #6 - NAME
ADDRESS
PHONE NUMBER
WEBSITE

PROJECT NAME
EL PASO HYUNDAI

PROJECT DESCRIPTION
AUTO DEALERSHIP
RENOVATION AND EXPANSION

PROJECT ADDRESS
8600 MONTANA AVE.
EL PASO, TX 79925

OWNER INFORMATION
SOUTHWEST HYUNDAI, LP
8600 MONTANA AVENUE
EL PASO, TEXAS 79925

Dally + ASSOCIATES
STRUCTURAL | CIVIL
9800 Richmond Avenue, Suite 460
Houston, Texas 77042
t 713 337 8881
Texas Registered Engineering Firm
F-003426

PROJECT: 21-357-00

GOREE PROJECT NUMBER
A21077

STAMP / SIGNATURE
Dally + Associates
STRUCTURAL | CIVIL
INTERIM REVIEW ONLY
Document Incomplete:
Not intended for permit or construction.
Engineer: FRED DALLY
P.E. Serial No.: 90904
Date:
Texas Registered Engineering Firm F-003426

ISSUE DATE
05/19/17

ISSUE HISTORY

DATE:	MARK:	DESCRIPTION:

KEY PLAN

SHEET NAME
ROOF FRAMING PLAN

SHEET NUMBER
S221

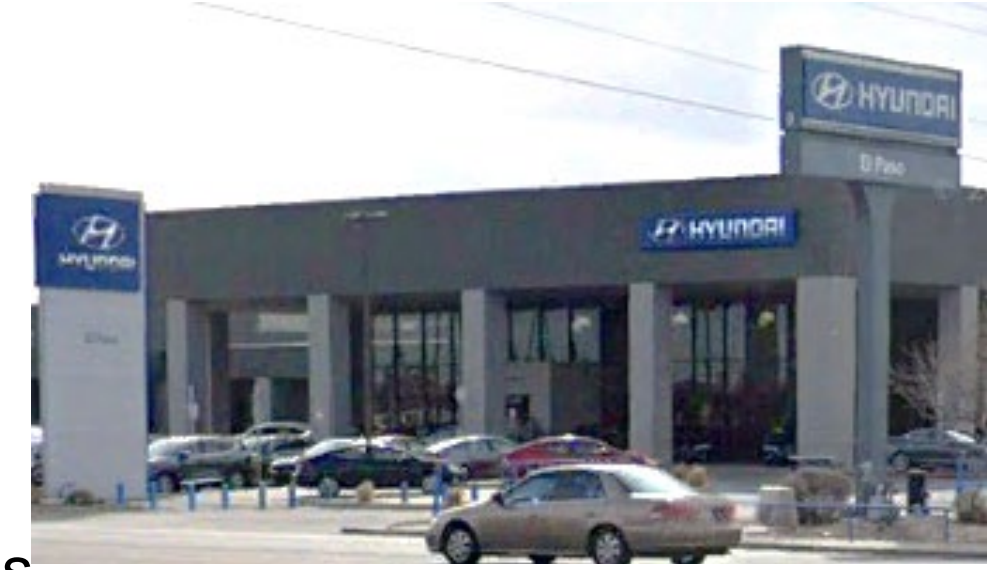
COPYRIGHTED DOCUMENT: THIS DRAWING AND THE BIM/CAD FILE FROM WHICH IT HAS BEEN GENERATED ARE PROVIDED AS AN INSTRUMENT OF SERVICE FOR THIS PROJECT. THESE DOCUMENTS ARE THE SOLE PROPERTY OF GOREE ARCHITECTS, INC. ANY USE OF THESE DOCUMENTS, DATA AND DESIGNS FOR PURPOSES OTHER THAN THOSE ASSOCIATED WITH THIS PROJECT WITHOUT THE EXPRESSED, WRITTEN PERMISSION OF GOREE ARCHITECTS, INC. IS PROHIBITED.
© GOREE ARCHITECTS 2021

8600 Montana Lease Amendment

Resolution

February 1, 2022

Overview



Tenant: Southwest Hyundai, L.P.

Location: 8600 Montana

Leased Area: 14,796 sf

Amendments to Lease:

- Allow construction improvements ($6M TI)
- Extend term of lease
- Establish rent amounts during renewal terms

Current Market Rental Rate: $16.15 psf

Current Rental Rate: $16.57 psf with 1% annual increases through the end of the lease term

Building renovations are part of new facility requirements by Hyundai Motors

Current Agreement Details

Current Lease Expiration Date: March 31, 2026

Current Value through the End of the Current Term: $1,250,498.33

- Year 11: $245,147.46
- Year 12: $247,598.83
- Year 13: $250,074.93
- Year 14: $252,575.68
- Year 15: $255,101.43

New Agreement Details

New Lease Expiration Date

- Initial Term: March 31, 2031
- First Renewal Option: March 31, 2036
- Second Renewal Option: March 31, 2041
- Third Renewal Option: March 31, 2046

Total Value through the End of the Additional 20 Year Term: $5,673,250.19

- Includes 1% annual increase through the end of the lease term and all renewal periods
  - Year 16: $257,652.44
  - Year 20: $268,114.17
  - Year 25: $281,790.68
  - Year 30: $296,164.84
  - Year 35: $311,272.22

Mission

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

Vision

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

Values

Integrity, Respect, Excellence, Accountability, People

File #: 22-110, **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
Public Health, Angela Mora, (915) 212-6502

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 Agreement between the City of El Paso ("City") and The University of Texas at El Paso ("UTEP"), for a five-year term beginning on the date that City Council approves the Interlocal Agreement, whereby UTEP will provide a pharmacist to assist the City's Department of Public Health for a limited number of hours per week; for which the City will pay UTEP an amount not to exceed $36,000.00 per year for a maximum compensation not to exceed $175,000.00 over the five-year term.

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

AGENDA DATE: 02/01/22
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Angela Mora, 915-212-6502

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 8

SUBGOAL: 8.1

SUBJECT:

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (" City ") and The University of Texas at El Paso (" UTEP "), for a five-year term beginning on the date that City Council approves the Interlocal Agreement, whereby UTEP will provide a pharmacist to assist the City ' s Department of Public Health for a limited number of hours per week; for which the City will pay UTEP an amount not to exceed $36,000.00 per year for a

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?

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?

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ◉ **YES** ○ **NO**

PRIMARY DEPARTMENT: Public Health
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Angela Mora

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

Revised 04/09/2021

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and The University of Texas at El Paso ("UTEP"), for a five-year term beginning on the date that City Council approves the Interlocal Agreement, whereby UTEP will provide a pharmacist to assist the City's Department of Public Health for a limited number of hours per week; for which the City will pay UTEP an amount not to exceed $36,000.00 per year for a maximum compensation not to exceed $175,000.00 over the five-year term.

APPROVED this ___ day of _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito
_____
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Angela Mora
_____
Angela Mora, Director
Department of Public Health

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT FOR**
	§	**ASSIGNMENT OF PERSONNEL**
COUNTY OF EL PASO	§	**FOR LOCAL PHARMACIST**
		ASSISTANCE

This Agreement is entered into by and between the **City of El Paso, Texas**, a Texas municipal corporation ("City"), and **The University of Texas at El Paso** ("**University**") Texas State Agency, Texas Public Institution of Higher Education and member institution of The University of Texas System, by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act, Article 79.001 *et seq.*, Texas Government Code.

RECITALS

WHEREAS, the University and the City are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this agreement, and have each entered into this agreement in the appropriate manner prescribed by law;

WHEREAS, the University and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

WHEREAS, the City Public Health Department ("Department") has requested the assistance of University in assigning employees, faculty and/or staff who are trained and licensed in among other issues, pharmacist services in accordance with Texas State Board of Pharmacy, Texas Administrative Code, Title 22, Part 15, Chapter 291, Subchapter E, Rules 291.91-94 as described in Exhibit A attached hereto and incorporated herein by reference ("Personnel") to assist the City and Department in the provision of services to the City as authorized under the Texas State Board of Pharmacy, Texas Administrative Code, Title 22, Part 15, Chapter 291, Subchapter E, Rules 291.91-94 ("Program");

WHEREAS, University has available Personnel for said assignment by University to the City and Department;

WHEREAS, the Parties wish to establish interagency cooperation arising from the City and Department requiring additional Personnel from University to assist City and Department in the described activities and efforts of the Program;

WHEREAS, the City and the University believe that the cooperative agreement to assist the City, Department, the public and the taxpayers in the Program is adequate consideration to support this Interlocal Agreement;

NOW THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the parties, the receipt and sufficiency is hereby acknowledged, the City and the University agree as follows:

I. OBLIGATIONS OF BOTH THE CITY AND UNIVERSITY

A. Designated Liaisons. Each party will assign a responsible liaison and point of contact ("POC") to coordinate, oversee and facilitate the implementation of the Program.

The parties hereby designate the following POC under this Agreement:

For University:
José O. Rivera, PharmD
Dean, University School of Pharmacy
500 W. University Ave
El Paso, TX 79968
Phone: (915) 747-8519
Email: jrivera@utep.edu

For Department:
Angela Mora
Director, Public Health Department
5115 El Paso Dr.
El Paso, TX 79905
Phone (915) 212-6564
Cell: (915) 346-8974
Email: angela.mora@elpasotexas.gov

B. The parties will consult with each other and coordinate with their respective POCs to determine available University Personnel capacity.

C. During the term of this Agreement, University will provide to City, in accordance with the Program, the services as set forth in Exhibit "A", performed by the Personnel listed in Exhibit B of this Agreement, attached hereto and incorporated herein by reference, to the Department under the direction and supervision of City's Annett Gonzalez for a period not to exceed **eight (8) hours per week** during the period established herein.

D. Department shall provide all assigned Personnel Department facility orientation and training and shall document said training in accordance with applicable law and regulation. While assigned to Department, Personnel shall follow and comply with the Department's guidelines, Standard Operating Procedures and Safety instructions and Expectations under the Program, including yet not limited to those established in Exhibit A attached hereto and incorporated herein by reference.

E. Personnel shall be assigned to work at the Department or other department and/or City facility as determined by the Department.

F. The City shall be responsible for providing the necessary testing and safety equipment ("Equipment") for the activities under the Program. Any costs associated with providing the Equipment will be paid directly by the City.

G. Subject to receipt of the invoice and substantiating documentation as required under this Agreement and applicable law and regulation, City will reimburse University for the services of Personnel provided by University to City in accordance with Exhibit "B" attached hereto and incorporated herein by reference. The parties expressly agree that any change in Personnel or additional Personnel will require the establishment of an individual rate per person assigned and incorporation in Exhibit B of this Agreement through an amendment of the Agreement.

i) To receive reimbursement, University must submit an invoice to City providing a

description of the services performed and the number of hours worked by Personnel.

ii) University will submit an invoice on a monthly basis. University will submit the invoice to the following address:
City of El Paso Department of Public Health
C/O Deborah Olivas
5115 El Paso Dr.
El Paso, Texas 79905

iii) After review and approval of the invoice submitted by University, City will remit reimbursement to University at the following address:
The University of Texas at El Paso
Attn: Vice President of Business Affairs – Payroll
500 W. University Avenue
El Paso, TX 79968

iv) City agrees to remit reimbursement to University no later than thirty (30) calendar days after City's receipt of the invoice and substantiating documentation.

iv) In no event shall the total amount paid by City under this Agreement exceed $36,000.00 per year or $175,000.00 over the term of this Agreement.

II. OBLIGATIONS OF UNIVERSITY

A. The University shall be responsible for assigning University Personnel and paying its Personnel salary and benefits in accordance with University policy, rules and regulations.

B. During the term of this Agreement and their assignment to City, Personnel will remain at all times employees of University. University shall be responsible for the salary and benefits of Personnel as applicable to employees of University, and shall withhold and transmit payroll taxes, provide unemployment insurance, and workers' compensation benefits as well as process unemployment and workers' compensation claims involving Personnel. For no purposes will Personnel be considered an employee of City.

III. OTHER COVENANTS AND AGREEMENTS

A. Transfer of Ownership Interest. This Interlocal Agreement represents an agreement for the City and University to share resources. Neither party shall acquire an interest in the real or personal property of the other.

B. Retention of Ownership. Upon termination of this Agreement, in accordance with section V, each party will retain ownership of its respective properties, equipment and related supplies, whether or not the property was previously shared, and all Personnel will return to work at University to their regular appointments and assignments.

C. Responsibility for Third Party Contracts. If either party enters into a license, lease, lease/purchase agreement for services, equipment or software, the signing party shall remain responsible for all payments and interaction with the vendor. No contribution will be required from the non-signing entity unless otherwise agreed.

D. Insurance. Each entity may insure its own property, and neither party shall be liable for loss or damage to the real or personal property, personal injury, or any other special, indirect and/or consequential damages of any kind of the other arising from this Agreement.

E. No Conveyance of Real or Personal Property Interests. Both parties agree this Interlocal Agreement is not intended to form an interest in real property and neither the City nor the University will acquire rights of tenancy in the other's facility for the initial term of this Agreement or during any renewal, extensions or modifications of the term of the Agreement.

F. Stand Alone Agreement. The terms of this Agreement will be considered separate from any other University/City transaction or agreement. The mutual consideration of the Parties described herein shall be calculated without reference to any other contract. Setoffs against other contractual obligations is neither contemplated by the parties nor permitted.

IV. INITIAL TERM AND RENEWAL

A. Term and Automatic Renewal. This effective date of this Agreement is the date this Interlocal Agreement is approved by the El Paso City Council ("Effective Date"). The University's responsibility under this Agreement to assign Personnel and services as established herein will commence on the Effective Date ("Commencement Date"). Thereafter, this Agreement shall be in effect for five (5) years beginning on the Effective Date, unless terminated by either party in writing signed by duly authorized representatives of each of the parties in accordance with the same provisions set in this Agreement.

V. TERMINATION

A. Termination for Convenience. Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least fifteen (15) calendar days before termination. All parties providing work under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.

B. Termination by Either Party for Cause. Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of intent to terminating enumerating the failures for which the termination is being sought and provide at least thirty (30) calendar days to the non-terminating party to cure such failure.

C. Non-Appropriation of Funds. Resources for implementation of this Agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement unless specifically stated otherwise in the Agreement. No implementation of any portion of the Agreement may be initiated prior to the written assurance of such budgetary availability to the other party hereto. To the extent any external funding is required by a party in order to implement this Agreement and funding for such purposes is not appropriated to that party or is not otherwise available to the corresponding party, said party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular effort conducted under this Agreement, it shall immediately notify the other party of such fact

and of such portions of the Agreement that may be deemed terminated or modified due to lack of funding.

VI. GOVERNMENTAL FUNCTION AND IMMUNITY

A. Governmental Function. The City and University expressly agree that, in all things relating to this Interlocal Agreement, the parties enter into this Interlocal Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

B. Immunity. The City and University reserve, and do not waive, their respective rights of governmental and/or sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The parties expressly agree that neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

VII. RISK ALLOCATION – LIMITATION OF LIABILITY

A. Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including, mental anguish, emotional distress and attorney's fees- as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

B. Intentional Risk Allocation. The City and University each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

C. No Indemnification. The City and University expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement. Each party must handle any claims resulting from their actions in this Agreement. The parties agree that each will be responsible for the acts or omissions of its respective representatives.

D. Fines and Penalties. Each party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal regulations, codes or laws occurred as a result of that parties actions, except as may be specifically provided by law.

VIII. GENERAL PROVISIONS

A. Compliance with Laws. In the performance of their obligations under this Agreement, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations and declarations.

B. Governing Law. For purposes of determining the law governing the same, this Agreement is entered into in the city and state of main operations of the Parties hereto, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso, Texas.

C. Notices. The parties will send all notices required by this Agreement, in writing, to the other entity by certified mail, return receipt requested at the following addresses:

To the City of El Paso:	City of El Paso Office of the City Manager P.O. Box 1890 El Paso, TX 79950-1890
With copy to:	City of El Paso Director, Public Health Department Angela Mora 5115 El Paso Dr. El Paso, Texas 79905
Agency Name:	The University of Texas at El Paso 500 W. University Ave El Paso, TX 79968 Attn. Vice President for Business Affairs

Changes may be made to the above addresses and addressees through timely written notice provided to the other party.

D. Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City and the University when performing a function shall apply to such officers, agents, Personnel or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.

E. Current Revenues. Pursuant to Section 791.011(d) (3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

F. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or the provision itself, or a waiver of any right under this Agreement.

G. Amendment; Assignability. This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of the other party.

H. Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision which to be illegal, invalid or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision, but which complies with the law.

I. Section Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

J. Representation of Counsel; Mutual Negotiation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

K. Independent Contractor Relationship. This Agreement does not create an employee-employer relationship between parties. As such, the City is not subject to the liabilities or obligations the University obtains under the performance of this Agreement.

L. Auditing Records for the Specific Project. Subject to applicable law and limitations, the parties will allow the reasonable inspection and copying of all records pertaining to the obligations arising from this Agreement.

M. Force Majeure. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

N. Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

O. Provisions Surviving This Agreement. Representations, releases, warranties covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

P. Representations and Warranties. The persons executing this Agreement on behalf of each of the parties warrant they have sufficient authority to sign on behalf of their respective parties.

Q. Entire Agreement. This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the parties named hereinabove as of the dates established below.

(Signatures follow on next page)

CITY OF EL PASO

_____

Tomás González
City Manager
Date: _____

ATTEST:

_____

Laura Prine
City Clerk

APPROVED AS TO FORM:

Roberta Brito

Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Angela Mora

Angela Mora, Director
Department of Public Health

THE UNIVERSITY OF TEXAS AT EL PASO

Mark McGurk
Vice President for Business Affairs

EXHIBIT A

City of El Paso, Department of Public Health Expectations for Personnel

Personnel is to provide services according to Texas State Board of Pharmacy, Texas Administrative Code, Title 22, Part 15, Chapter 291, Subchapter E, Rules 291.91-94 as follows:

Class D Operating Standards

(a) Registration.

(1) Licensing requirements.

(A) All clinic pharmacies shall register with the board on a pharmacy license application provided by the board, following the procedures specified in §291.1 of this title (relating to Pharmacy License Application).

(B) All clinic pharmacies shall provide a copy of their policy and procedure manual, which includes the formulary, to the board with the initial license application.

(C) The following fees will be charged.

(i) A fee as specified in §291.6 of this title (relating to Pharmacy License Fees) will be charged for the issuance of a new license and for each renewal.

(ii) A pharmacy operated by the state or a local government that qualifies for a Class D license is not required to pay a fee to obtain a license.

(D) A Class D pharmacy which changes ownership shall notify the board within ten days of the change of ownership and apply for a new and separate license as specified in §291.3 of this title (relating to Required Notifications).

(E) A clinic pharmacy shall notify the board in writing of any change in name or location as specified in §291.3 of this title.

(F) A separate license is required for each principal place of business and only one pharmacy license may be issued to a specific location.

(G) A clinic pharmacy shall notify the board in writing within 10 days of a change of the pharmacist-in-charge or staff pharmacist or consultant pharmacist.

(H) A Class D pharmacy shall notify the board in writing within ten days of closing, following the procedures as specified in §291.5 of this title (relating to Closing a Pharmacy).

(2) Registration requirements for facilities that operate at temporary clinic sites. A facility that operates a clinic at one or more temporary locations may be licensed as a Class D pharmacy and provide dangerous drugs from these temporary locations provided:

(A) the Class D pharmacy complies with the registration requirements in paragraph (1) of this subsection;

(B) the Class D pharmacy has a permanent location where all dangerous drugs and records are stored;

(C) no dangerous drugs are stored or left for later pickup by the patient at the temporary location(s), and all drugs are returned to the permanent location each day and stored:

(i) within the Class D pharmacy; or

(ii) within the pharmacy's mobile unit provided the mobile clinic is parked at the location of the clinic pharmacy in a secure area with adequate measures to prevent unauthorized access, and the drugs are maintained at proper temperatures;

(D) the permanent location is the address of record for the pharmacy;

(E) the facility has no more than six temporary locations in operation simultaneously;

(F) the Class D pharmacy notifies the board of the locations of the temporary locations where drugs will be provided and the schedule for operation of such clinics; and

(G) the Class D pharmacy notifies the board within 10 days of a change in address or closing of a temporary location or a change in schedule of operation of a clinic.

(b) Environment.

(1) General requirements.

(A) The Class D pharmacy shall have a designated area(s) for the storage of dangerous drugs and/or devices.

(B) No person may operate a pharmacy which is unclean, unsanitary, or under any condition which endangers the health, safety, or welfare of the public.

(C) The Class D pharmacy shall comply with all federal, state, and local health laws and ordinances.

(D) A sink with hot and cold running water shall be available to all pharmacy personnel and shall be maintained in a sanitary condition at all times.

(2) Security.

(A) Only authorized personnel may have access to storage areas for dangerous drugs and/or devices.

(B) All storage areas for dangerous drugs and/or devices shall be locked by key, combination, or other mechanical or electronic means, so as to prohibit access by unauthorized individuals.

(C) The pharmacist-in-charge shall be responsible for the security of all storage areas for dangerous drugs and/or devices including provisions for adequate safeguards against theft or diversion of dangerous drugs and devices, and records for such drugs and devices.

(D) The pharmacist-in-charge shall consult with clinic personnel with respect to security of the pharmacy, including provisions for adequate safeguards against theft or diversion of dangerous drugs and/or devices, and records for such drugs and/or devices.

(E) Housekeeping and maintenance duties shall be carried out in the pharmacy, while the pharmacist-in-charge, consultant pharmacist, staff pharmacist, or supportive personnel is on the premises.

(c) Equipment. Each Class D pharmacy shall maintain the following equipment and supplies:

(1) if the Class D pharmacy prepackages drugs for provision:

(A) a typewriter or comparable equipment; and

(B) an adequate supply of child-resistant, moisture-proof, and light-proof containers and prescription, poison, and other applicable identification labels used in dispensing and providing of drugs;

(2) if the Class D pharmacy maintains dangerous drugs requiring refrigeration and/or freezing, a refrigerator and/or freezer;

(3) if the Class D pharmacy compounds prescription drug orders, a properly maintained Class A prescription balance (with weights) or equivalent analytical balance. It is the responsibility of the pharmacist-in-charge to have such balance inspected at least every three years by the appropriate authority as prescribed by local, state, or federal law or regulations.

(d) Library. A reference library shall be maintained which includes the following in hard copy or electronic format:

(1) current copies of the following:

(A) Texas Pharmacy Act and rules; and

(B) Texas Dangerous Drug Act;

(2) current copies of at least two of the following references:

(A) Facts and Comparisons with current supplements;

(B) AHFS Drug Information;

(C) United States Pharmacopeia Dispensing Information (USPDI);

(D) Physician's Desk Reference (PDR);

(E) American Drug Index;

(F) a reference text on drug interactions, such as Drug Interaction Facts. A separate reference is not required if other references maintained by the pharmacy contain drug interaction information including information needed to determine severity or significance of the interaction and appropriate recommendations or actions to be taken;

(G) reference texts in any of the following subjects: toxicology, pharmacology, or drug interactions; or

(H) reference texts pertinent to the major function(s) of the clinic.

(e) Drugs and devices.

(1) Formulary.

(A) Each Class D pharmacy shall have a formulary which lists all drugs and devices that are administered, dispensed, or provided by the Class D pharmacy.

(B) The formulary shall be limited to the following types of drugs and devices, exclusive of injectable drugs for administration in the clinic and nonprescription drugs, except as provided in subparagraph (D) of this paragraph:

(i) anti-infective drugs;

(ii) musculoskeletal drugs;

(iii) vitamins;

(iv) obstetrical and gynecological drugs and devices;

(v) topical drugs; and

(vi) serums, toxoids, and vaccines.

(C) The formulary shall not contain the following drugs or types of drugs:

(i) Nalbuphine (Nubain);

(ii) drugs used to treat erectile dysfunction; and

(iii) Schedule I - V controlled substances.

(D) Clinics with a patient population which consists of at least 80% indigent patients may petition the board to operate with a formulary which includes types of drugs and devices, other than those listed in subparagraph (B) of this paragraph based upon documented objectives of the clinic, under the following conditions.

(i) Such petition shall contain an affidavit with the notarized signatures of the medical director, the pharmacist-in-charge, and the owner/chief executive officer of the clinic, and include the following documentation:

(I) the objectives of the clinic;

(II) the total number of patients served by the clinic during the previous fiscal year or calendar year;

(III) the total number of indigent patients served by the clinic during the previous fiscal year or calendar year;

(IV) the percentage of clinic patients who are indigent, based upon the patient population during the previous fiscal year or calendar year;

(V) the proposed formulary and the need for additional types of drugs based upon objectives of the clinic; and

(VI) if the provision of any drugs on the proposed formulary require special monitoring, the clinic pharmacy shall submit relevant sections of the clinic's policy and procedure manual regarding the provision of drugs that require special monitoring.

(ii) Such petition shall be resubmitted every two years in conjunction with the application for renewal of the pharmacy license.

(I) Such renewal petition shall contain the documentation required in clause (i) of this subparagraph.

(II) If at the time of renewal of the pharmacy license, the patient population for the previous fiscal year or calendar year is below 80% indigent patients, the clinic shall be required to submit an application for a Class A pharmacy license or shall limit the clinic formulary to those types of drugs and devices listed in subparagraph (B) of this paragraph.

(iii) If a Class D pharmacy wishes to add additional drugs to the expanded formulary, the pharmacy shall petition the board in writing prior to adding such drugs to the formulary. The petition shall identify drugs to be added and the need for the additional drugs based upon objectives of the clinic as specified in clause (i) of this subparagraph.

(iv) The following additional requirements shall be satisfied for clinic pharmacies with expanded formularies.

(I) Supportive personnel who are providing drugs shall be licensed nurses or practitioners.

(II) The pharmacist-in-charge, consultant pharmacist, or staff pharmacist shall make on-site visits to the clinic at least monthly.

(III) If the pharmacy provides drugs which require special monitoring (i.e., drugs which require follow-up laboratory work or drugs which should not be discontinued abruptly), the pharmacy

shall have policies and procedures for the provision of the prescription drugs to patients and the monitoring of patients who receive such drugs.

(IV) The pharmacist-in-charge, consultant pharmacists, or staff pharmacists shall conduct retrospective drug regimen reviews of a random sample of patients of the clinic on at least a quarterly basis. The pharmacist-in-charge shall be responsible for ensuring that a report regarding the drug regimen review, including the number of patients reviewed, is submitted to the clinic's medical director and the pharmacy and therapeutics committee of the clinic.

(V) If a pharmacy provides antipsychotic drugs:

(-a-) a practitioner of the clinic shall initiate the therapy;

(-b-) a practitioner shall monitor and order ongoing therapy; and

(-c-) the patient shall be physically examined by the practitioner at least on a yearly basis.

(v) The board may consider the following items in approving or disapproving a petition for an expanded formulary:

(I) the degree of compliance on past compliance inspections;

(II) the size of the patient population of the clinic;

(III) the number and types of drugs contained in the formulary; and

(IV) the objectives of the clinic.

(2) Storage.

(A) Drugs and/or devices which bear the words "Caution, Federal Law Prohibits Dispensing without prescription" or "Rx only" shall be stored in secured storage areas.

(B) All drugs shall be stored at the proper temperatures, as defined in §291.15 of this title (relating to Storage of Drugs).

(C) Any drug or device bearing an expiration date may not be provided, dispensed, or administered beyond the expiration date of the drug or device.

(D) Outdated drugs or devices shall be removed from stock and shall be quarantined together until such drugs or devices are disposed.

(E) Controlled substances may not be stored at the Class D pharmacy.

(3) Drug samples.

(A) Drug samples of drugs listed on the Class D pharmacy's formulary and supplied by manufacturers shall be properly stored, labeled, provided, or dispensed by the Class D pharmacy in the same manner as prescribed by these sections for dangerous drugs.

(B) Samples of controlled substances may not be stored, provided, or dispensed in the Class D pharmacy.

(4) Prepackaging and labeling for provision.

(A) Drugs may be prepackaged and labeled for provision in the Class D pharmacy. Such prepackaging shall be performed by a pharmacist or supportive personnel under the direct supervision of a pharmacist and shall be for the internal use of the clinic.

(B) Drugs must be prepackaged in suitable containers.

(C) The label of the prepackaged unit shall bear:

(i) the name, address, and telephone number of the clinic;

(ii) directions for use, which may include incomplete directions for use provided:

(I) labeling with incomplete directions for use has been authorized by the pharmacy and therapeutics committee;

(II) precise requirements for completion of the directions for use are developed by the pharmacy and therapeutics committee and maintained in the pharmacy policy and procedure manual; and

(III) the directions for use are completed by practitioners, pharmacists, or licensed nurses in accordance with the precise requirements developed under subclause (II) of this clause;

(iii) name and strength of the drug--if generic name, the name of the manufacturer or distributor of the drug;

(iv) quantity;

(v) lot number and expiration date; and

(vi) appropriate ancillary label(s).

(D) Records of prepackaging shall be maintained according to §291.94(c) of this title (relating to Records).

(5) Labeling for provision of drugs and/or devices in an original manufacturer's container.

(A) Drugs and/or devices in an original manufacturer's container shall be labeled prior to provision with the information set out in paragraph (4)(C) of this subsection.

(B) Drugs and/or devices in an original manufacturer's container may be labeled by:

(i) a pharmacist in a pharmacy licensed by the board; or

(ii) supportive personnel in a Class D pharmacy, provided the drugs and/or devices and control records required by §291.94(d) of this title are quarantined together until checked and released by a pharmacist.

(C) Records of labeling for provision of drugs and/or devices in an original manufacturer's container shall be maintained according to §291.94(d) of this title.

(6) Provision.

(A) Drugs and devices may only be provided to patients of the clinic.

(B) At the time of the initial provision, a licensed nurse or practitioner shall provide verbal and written information to the patient or patient's agent on side effects, interactions, and precautions concerning the drug or device provided. If the provision of subsequent drugs is delivered to the patient at the patient's residence or other designated location, the following is applicable:

(i) Written information as specified in subparagraph (B) of this paragraph shall be delivered with the medication.

(ii) The pharmacy shall maintain and use adequate storage or shipment containers and use shipping processes to ensure drug stability and potency. Such shipping processes shall include the use of appropriate packaging material and/or devices to ensure that the drug is maintained at an appropriate temperature range to maintain the integrity of the medication throughout the delivery process.

(iii) The pharmacy shall use a delivery system which is designed to ensure that the drugs are delivered to the appropriate patient.

(C) The provision of drugs or devices shall be under the continuous supervision of a pharmacist according to standing delegation orders or standing medical orders and in accordance with written policies and procedures and completion of the label as specified in subparagraph (G) of this paragraph.

(D) Drugs and/or devices may only be provided in accordance with the system of control and accountability for drugs and/or devices provided by the clinic; such system shall be developed and supervised by the pharmacist-in-charge.

(E) Only drugs and/or devices listed in the clinic formulary may be provided.

(F) Drugs and/or devices may only be provided in prepackaged quantities in suitable containers and/or original manufacturer's containers which are appropriately labeled as set out in paragraphs (4) and (5) of this subsection.

(G) Such drugs and/or devices shall be labeled by a pharmacist licensed by the board; however, when drugs and/or devices are provided under the supervision of a physician according to standing delegation orders or standing medical orders, supportive personnel may at the time of provision print on the label the following information or affix an ancillary label containing the following information:

(i) patient's name; however, the patient's partner or family member is not required to be on the label of a drug prescribed for a partner for a sexually transmitted disease or for a patient's family members if the patient has an illness determined by the Centers for Disease Control and Prevention, the World Health Organization, or the Governor's office to be pandemic;

(ii) any information necessary to complete the directions for use in accordance with paragraph (4)(C)(ii) of this subsection;

(iii) date of provision; and

(iv) practitioner's name.

(H) Records of provision shall be maintained according to §291.94(e) of this title.

(I) Controlled substances may not be provided or dispensed.

(J) Non-sterile preparations may only be provided by the clinic pharmacy in accordance with §291.131 of this title (relating to Pharmacies Compounding Non-sterile Preparations).

(7) Dispensing. Dangerous drugs may only be dispensed by a pharmacist pursuant to a prescription order in accordance with §§291.31 - 291.35 of this title (relating to Community Pharmacy (Class A)) and §291.131 of this title.

(f) Pharmacy and therapeutics committee.

(1) The clinic pharmacy shall have a pharmacy and therapeutics committee, which shall be composed of at least three persons and shall include the pharmacist-in-charge, the medical director of the clinic, and a person who is responsible for provision of drugs and devices.

(2) The pharmacy and therapeutics committee shall develop the policy and procedure manual.

(3) The pharmacy and therapeutics committee shall meet at least annually to:

(A) review and update the policy and procedure manual; and

(B) review the retrospective drug utilization review reports submitted by the pharmacist-in-charge if the clinic pharmacy has an expanded formulary.

(g) Policies and procedures.

(1) Written policies and procedures shall be developed by the pharmacy and therapeutics committee and implemented by the pharmacist-in-charge.

(2) The policy and procedure manual shall include, but not be limited to, the following:

(A) a current list of the names of the pharmacist-in-charge, consultant-pharmacist, staff pharmacist(s), supportive personnel designated to provide drugs or devices, and the supportive personnel designated to supervise the day-to-day pharmacy related operations of the clinic in the absence of the pharmacist;

(B) functions of the pharmacist-in-charge, consultant pharmacist, staff pharmacist(s), and supportive personnel;

(C) objectives of the clinic;

(D) formulary;

(E) a copy of written agreement between the pharmacist-in-charge and the clinic;

(F) date of last review/revision of policy and procedure manual; and

(G) policies and procedures for:

(i) security;

(ii) equipment;

(iii) sanitation;

(iv) licensing;

(v) reference materials;

(vi) storage;

(vii) packaging-repackaging;

(viii) dispensing;

(ix) provision;

(x) retrospective drug regimen review;

(xi) supervision;

(xii) labeling-relabeling;

(xiii) samples;

(xiv) drug destruction and returns;

(xv) drug and device procuring;

(xvi) receiving of drugs and devices;

(xvii) delivery of drugs and devices;

(xviii) recordkeeping; and

(xix) inspection.

(h) Supervision.

The pharmacist-in-charge, consultant pharmacist, or staff pharmacist shall personally visit the clinic on at least a monthly basis to ensure that the clinic is following established policies and procedures. However, clinics operated by state or local governments and clinics funded by government sources money may petition the board for an alternative visitation schedule under the following conditions:

(1) Such petition shall contain an affidavit with the notarized signatures of the medical director, the pharmacist-in-charge, and the owner/chief executive officer of the clinic, which states that the clinic has a current policy and procedure manual on file, has adequate security to prevent diversion of dangerous drugs, and is in compliance with all rules governing Class D pharmacies.

(2) The board may consider the following items in determining an alternative schedule:

(A) the degree of compliance on past compliance inspections;

(B) the size of the patient population of the clinic;

(C) the number and types of drugs contained in the formulary; and

(D) the objectives of the clinic.

(3) Such petition shall be resubmitted every two years in conjunction with the application for renewal of the pharmacy license.

In addition, as part of the Program, Personnel shall precept University School of Pharmacy students as part of the University students' educational program experiential requirements.

EXHIBIT B

Personnel

1. For the period beginning on the effective date of this Agreement and ending on August 31, 2022, **Sara Smith** ("Professor Smith"), Professor of Pharmacy Practice and Clinical Sciences in the University's School of Pharmacy, will provide services in Exhibit A at a rate of **$83.89** per hour.

File #: 22-150, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Jose J. Guzman to the City Plan Commission by Representative Claudia L. Rodriguez, District 6.

DATE: 02/01/2022

TO: City Clerk

FROM: City Representative Claudia L. Rodriguez, District 6

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-0006

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

Agenda for the Council Meeting of February 1, 2022

Item should read as follows: Re-Appointment of Jose J. Guzman to the City Plan Commission by City Representative Claudia L. Rodriguez, District 6

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: City Plan Commission

NOMINATED BY: City Representative Claudia L. Rodriguez DISTRICT: 6

NAME OF APPOINTEE Jose J. Guzman
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS:

CITY: ST: ZIP: PHONE:

HOME ADDRESS:

CITY: El Paso ST: TX 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/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES:

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

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

NAME OF INCUMBENT: Jose J. Guzman

EXPIRATION DATE OF INCUMBENT: 1/2/2022

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

TERM EXPIRED: X
RESIGNED ____
REMOVED ____

DATE OF APPOINTMENT: 02/01/2022

TERM BEGINS ON : 01/02/2022

EXPIRATION DATE OF NEW APPOINTEE: 01/02/2024

PLEASE CHECK ONE OF THE FOLLOWING:

1st TERM: ____

2nd TERM: X

UNEXPIRED TERM: ____

Jose J. Guzman

Profile

Businessman for over 20 years. I became an entrepreneur after graduating High School and have had the opportunity to work in several business industries that have developed and increased my experience in business management, communication skills, and customer service.

Experience

BUSINESS OWNER, TRIPLE G AUTO GROUP – PRESENT 20+

My business consists of buying and selling used vehicles, performing state emissions, & auto mechanic work.

BUSINESS OWNER, EL ZARAPE MEXICAN CAFE - 2013-2018

Owner and operator of a mexican food restaurant while still managing the car business.

Skills

Entrepreneur, Management, Sales, Self-Starter. Bilingual - Speak, read, and write both English and Spanish. I am able to deal with the public effectively due to my experience as a board officer in the Americas High School Football program. I consider myself to have excellent communication skills with the public.

Community Service

Served 2 years as Vice President and 2 years as President in the Americas High School football program. In my roles I organized and created events to help raise over $20k in funds to help the football program with new equipment, uniforms, etc. I helped several football organizations with fundraising programs during my ownership of the restaurant in which I also made donations to certain athletic programs.

Education

High School Graduate 1997

References

Patrick Melton - Athletic Director for Americas High School

Marisela Garcia - Accounting specialist

File #: 22-148, **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
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Bianca De Leon to the City Plan Commission by Representative Cassandra Hernandez, District 3.

DATE: 1.25.22

TO: City Clerk

FROM: City Representative Cassandra Hernandez

ADDRESS: 300 N. Campbell TELEPHONE 915.212.0003

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

Agenda for the Council Meeting of 2.1.22

Item should read as follows: Appointment of Bianca De Leon to the City Plan Commission by Representative Cassandra Hernandez, District 3.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: City Plan Commission

NOMINATED BY: City Representative Cassandra Hernandez DISTRICT: 3

NAME OF APPOINTEE Bianca De Leon
(Please verify correct spelling of name)

E-MAIL ADDRESS: ____

BUSINESS ADDRESS: ____

CITY: El Paso ST: TX ZIP: ____ PHONE: ____

HOME ADDRESS: ____

CITY: El Paso ST: TX ZIP: ____ PHONE: ____

1. DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ____ **NO** X

2. IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: *N/A*

3. HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: NO

4. 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: Carlos Gallinar

EXPIRATION DATE OF INCUMBENT: 03.15.22

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

DATE OF APPOINTMENT: 2.1.22

TERM BEGINS ON : 2.1.22

EXPIRATION DATE OF NEW APPOINTEE: 3.15.23

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

2nd TERM: ____

UNEXPIRED TERM: X

BIANCA A. DE LEON

CAREER PROFILE

- Experience managing more than $2 million grant portfolio for public health programs
- Outstanding leadership and organizational skills
- Effective and cooperative team leader and player
- Ability to work independently and take initiative
- Intermediate fluency in Spanish

EDUCATION

Master of Arts in International Education
SIT Graduate Institute, Brattleboro, VT (Nov. 2009)

Bachelor of Arts in International Relations
Concentration in Latin American Studies
St. Edward's University, Austin, TX (2004)

Studies in Spanish Language and International Relations
Universidad de Pablo de Olavide, Spain (2003)

Studies in Spanish Language and Mexican Culture
Instituto Tecnologica y de Estudios Superiores de Monterrey, Mexico (2000)

PROFESSIONAL EXPERIENCE

Independent Contractor
El Paso, TX (2021-present)

- Manage regional Board of Directors training program and update curricula
- Develop proposals for grant applications and submission
- Create and implement board matching program for young professionals
- Serve as a grant proposal reviewer
- Conduct programmatic strategic planning

Program Officer
Paso del Norte Health Foundation, El Paso, TX (2012-2021)

- Strategically developed and led several public health initiatives
- Implemented capacity building and technical assistance for grantees and community partners
- Created the framework and led the implementation of a binational community network
- Managed communication, policy, and evaluation strategies within multiple initiatives
- Oversaw requests for proposals and provided recommendations for funding
- Led grants team in developing and implementing procedures for effective grantmaking

Fund Development Manager
Girl Scouts of the Desert Southwest, El Paso, TX (2012)

- Managed regional fundraising campaigns in West Texas and Southern New Mexico
- Prepared, submitted, and managed grant proposals to foundations and corporations
- Created marketing tools specific to fund development

Associate Director
San Miguel High School, Tucson, AZ (2010-2011)

- Managed student employee workforce of more than 300 high school students
- Developed summer training program and orientation for all student employees
- Collaborated with staff on development and implementation of program procedures
- Provided academic and internship advising to students
- Maintained effective hiring/termination practices for student employees
- Served as liaison between academic departments and work program
- Created Corporate Internship Student Advisory Committee

International Education Coordinator
ProMexico/ProWorld Service Corps, Oaxaca de Juarez, Oaxaca, Mexico (2008-2009)

- Participated in the development and delivery of orientation and re-entry programs
- Provided academic advising to students
- Recruited lecturers
- Coordinated and implemented all volunteer excursions
- Developed training manual for partner organizations
- Creator of Global Perspectives Initiative for implementation in nine international locations

VOLUNTEER EXPERIENCE

- Board of Directors, Member, Better Business Bureau Paso del Norte (2017-2020)
- Board of Directors, Member, Hope Border Institute (2016)
- Race El Paso, Volunteer (2012-2016)
- Young Leaders Society, Advisory Board Member (2013-2014)

REFERENCES AVAILABLE UPON REQUEST

File #: 22-159, **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.

Sylvia Borunda Firth to the Ad Hoc Charter Advisory Committee by Mayor Oscar Leeser.

DATE: January 26, 2022

TO: City Clerk

FROM: Mayor Oscar Leeser

ADDRESS: 300 N. Campbell, 2nd Floor TELEPHONE (915) 212-0021

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

Agenda for the Council Meeting of February 1, 2022

Item should read as follows: Appointment of Sylvia Borunda Firth to the Ad Hoc Charter Advisory Committee by Mayor Oscar Leeser

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Ad Hoc Charter Advisory Committee

NOMINATED BY: Oscar Leeser DISTRICT: Mayor

NAME OF APPOINTEE Sylvia Borunda Firth
(Please verify correct spelling of name)

E-MAIL ADDRESS: ____

BUSINESS ADDRESS: ____

CITY: El Paso ST: TX ZIP: ____ PHONE: ____

HOME ADDRESS: ____

CITY: El Paso ST: TX 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/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: ____

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

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

NAME OF INCUMBENT: N/A

EXPIRATION DATE OF INCUMBENT: N/A

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

DATE OF APPOINTMENT: 02/01/2022

TERM BEGINS ON : 02/01/2022

EXPIRATION DATE OF NEW APPOINTEE: ____

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

2nd TERM: ____

UNEXPIRED TERM: ____

Sylvia Borunda Firth
Attorney

January 25, 2022

Hon. Oscar Leeser, Mayor
City of El Paso
City Hall – Mayor's Office
300 N. Campbell
El Paso, Texas 79901

RE: Ad Hoc Charter Advisory Committee

Dear Mayor Leeser:

Thank you for the opportunity to once again be of service to our community. I have devoted more than one-half of my 37-year career as a lawyer to municipal service and continue to represent municipalities in the El Paso/Juarez Borderplex and around the State of Texas to this day.

Even while I was in private practice, I devoted volunteer time to the City of El Paso by serving on a Human Resources Subcommittee of the Charter Advisory Committee appointed by former Mayor Carlos Ramirez and, also as a member of the Civil Service Commission.

During my time in the El Paso City Attorney's Office I provided legal support to at least two charter review committees and as a board member and past president of the Texas City Attorney's Association and member of the State Bar of Texas Government Law Council, I was often involved in providing continuing legal education regarding the law of local government operations. I am very familiar with Texas municipal home rule charters and am well prepared to serve as a member of the Ad Hoc Charter Advisory Committee.

I look forward to working with other committee members to consider the matters referred by City Council and formulate recommendations for the Council, and ultimately the voters to consider.

Sincerely,

Sylvia Borunda Firth

Sylvia Borunda Firth

Sylvia Borunda Firth

Sylvia Borunda Firth is a solo practitioner with extensive experience in representing governmental entities including compliance with Texas Open Meetings and Open Records laws, drafting local ordinances and state legislation, negotiating and drafting leases, contracts, interlocal agreements, public procurement and finance. Her practice also includes real estate law.

PROFESSIONAL EXPERIENCE

Sylvia Borunda Firth, PLLC: October 2018 – present
Contract Attorney – Bojorquez Law Firm January 2019 - present
Everman, Texas: Assistant City Attorney October 2018 – present
Horizon City, Texas – Assistant City Attorney September 2020 – present
San Elizario, Texas - Assistant City Attorney January 2021 - present
Town of Clint, Texas – Assistant City Attorney February 2021 -present
El Paso City Attorney: December 2011 – May 2018
Chief of Staff to Mayor/Director of Intergovernmental Affairs for City of El Paso: 2004 – 2010
Senior Assistant City Attorney, City of El Paso: 2001 – 2004
General Counsel, American Garment Finishers, Inc: 1991 – 2001
Assistant City Attorney, City of El Paso: 1989 – 1991
Associate, Grambling & Mounce Law Firm: 1985 – 1989
Associate, Law Office of Merton Goldman: 1984 – 1985
State Bar of Texas: Licensed November 2, 1984, State Bar No. 00000141

EDUCATIONAL BACKGROUND

University of Texas at Austin School of Law: J.D. 1981 – 1984
St. Mary's University, San Antonio, Texas: B.B.A.
(Magna Cum Laude) 1977 – 1981

PROFESSIONAL ORGANIZATIONS

- President State Bar of Texas 2021-2022
- Texas City Attorneys Association: President 2019
  Board Member 2009 –2019
- State Bar of Texas
  Government Law Council: 2016 – 2020
  Local Bar Services Committee: Vice Chair 2019
  Board of Directors: 2014 – 2018 (Minority Director, term extended)
  Executive Committee, Budget Committee, Discipline & Client Attorney Assistance Committee, Ad Hoc Committee for Selection of Executive Director, Public Services & Education Committee - Legislative Policy
- Texas Bar Foundation: Sustaining Life Fellow
- El Paso Bar Association: Board of Directors 2017 – 2020
  President's Award for Exemplary Service to the El Paso Bar 2017
- Texas Bar College – multiple years & present member
- Texas Land Title Institute: Associate Member 2018
- El Paso Hispanic Chamber of Commerce - 2019
- Harvard Kennedy School - Urban Policy Impact Forum: 2009 – 2010

COMMUNITY SERVICE

- Board of Directors El Paso Community Foundation: 2021 -Present
- Board of Directors Burkitt Foundation: 2021 -Present
- Texas Bar Foundation: Board of Trustees 2018 – June 2019
- Executive Forum: Former Vice President of Programs
  Board of Directors 2016 – 2019
- REALIZE Board Training Program – Volunteer Consultant 2018 – Present
- United Way Vello Program – Online Tutor 2018- 2020
- Las Americas Immigrant Advocacy Center Volunteer Attorney 2018 - 2020
- Women's Fund of El Paso: Board of Directors 2009 – 2011
- Girl Scouts of the Rio Grande: Board of Directors 2007 – 2009
- El Paso Psychiatric Center: Chair, Board of Directors 1996 – 2001
- El Paso MH/MR: Board of Directors 1991 – 1996
- Texas Association of Business and Chambers of Commerce: Board of Directors 1993 – 1995
- KCOS-TV (Local PBS Station) Board Member: 2008 – 2010
- Loretto Academy: Board of Trustees 1995 – 1998

File #: 22-155, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Members of the City Council, Representative Peter Svarzbein, (915) 212-0001

AGENDA LANGUAGE:

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

Steven Yellen to the Ad Hoc Charter Advisory Committee by Representative Peter Svarzbein, District 1.

DATE: 01//26/2022

TO: City Clerk

FROM: Peter Svarzbein Representative of District 1

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-0001

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

Agenda for the Council Meeting of February 01, 2022

Item should read as follows: Appointment of Steven Yellen to the Ad Hoc Charter Advisory Committee by Representative Peter Svarzbein, District 1

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Ad Hoc Charter Advisory Committee

NOMINATED BY: Peter Svarzbein DISTRICT: 1

NAME OF APPOINTEE Steven Yellen
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS:

CITY: ST: ZIP: PHONE:

HOME ADDRESS:

CITY: El Paso ST: TX ZIP: PHONE:

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ____ **NO** ____
IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: EMPLOYEE PENSION FUND FROM 2005-2007
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: -

EXPIRATION DATE OF INCUMBENT: -

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

DATE OF APPOINTMENT: 02/01/2022

TERM BEGINS ON : 02/01/2022

EXPIRATION DATE OF NEW APPOINTEE: -

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

2nd TERM: ____

UNEXPIRED TERM: ____

STEVEN T. YELLEN

SUMMARY

Honored to serve as a member of the VIP committee under the umbrella of the Morgan Stanley Foundation, Steve is passionate in creating new fund-raising models combining the big money of Wall Street and capital raising ideas with municipal orchestras, athletic programs and non-profits in all cities across the country using the cutting edge technology now available married to old school hard work.

EDUCATION

1977
John Jay High School
Hopewell, New York

1977 - 1981
University of Texas El Paso
Bachelor of Science

Scholarship Student Athlete Basketball and Awarded First Team All Conference Academic Team as Freshman and Sophomore.

UTEP Scholarship Basketball Player
Named All Conference Academic Team Sophomore and Junior Years

1982 - 1984
Lawyer's Title Corporation

WORK EXPERIENCE

1984 - 2016
Morgan Stanley
Wealth Advisor
Senior Vice President
Member Morgan Stanley Foundation

2016 - 2018
Ameriprise Financial
Managing Director

EXTRACURRICULAR

President of Non Profit Athletes United for Peace.
United Nations sponsored organization whose mission is to incubate leadership and basketball skills programs in strategic locations in the world thereby giving hope to the youth involved.

Coach of AUP Mini Dribbler Program

FAMILY

Spouse Tracy Yellen - CEO of The Paso Del Norte Foundation
Children Jack Yellen and Anna Yellen

File #: 22-99, **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 Alexsandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Rene Alberto Vargas to the Ad Hoc Charter Advisory Committee by Representative Alexsandra Annello, District 2.

DATE: 1.20.22

TO: City Clerk

FROM: City Representative Alexsandra Annello

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0002

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

Agenda for the Council Meeting of February 1, 2022

Item should read as follows: Appointment of Rene Alberto Vargas to the Ad Hoc Charter Advisory Committee by City Representative Alexsandra Annello.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Ad Hoc Charter Advisory Committee

NOMINATED BY: City Representative Alexsandra Annello DISTRICT: Two

NAME OF APPOINTEE Rene Alberto Vargas
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS:

CITY: El Paso ST: TX ZIP: PHONE:

HOME ADDRESS:

CITY: El Paso ST: TX ZIP: PHONE:

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: ____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): N/A
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: N/A

EXPIRATION DATE OF INCUMBENT: N/A

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

DATE OF APPOINTMENT: 02/01/22

TERM BEGINS ON : 02/01/22

EXPIRATION DATE OF NEW APPOINTEE: 12/31/99

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

2nd TERM: ____

UNEXPIRED TERM: ____

René A. Vargas

SUMMARY

- Highly-motivated and ambitious Attorney with a strong litigation background.
- Successful in building outstanding client relationships, and establishing an exceptional rapport with individuals on all levels.
- Enthusiastic and energetic leader with the ability to supervise and motivate others.
- Actively involved in community; former candidate for EPISD Trustee and current member of NE Democrats and El Paso Alliance for Just Schools

EDUCATION

LOYOLA UNIVERSITY, SCHOOL OF LAW, New Orleans, Louisiana
Juris Doctor, 2004; Admitted to Texas Bar, November 2004

TRINITY UNIVERSITY, San Antonio, Texas
Bachelor of Arts in Political Science, Minor: Spanish, 2000

LANGUAGES

- Fluent in English and Spanish

HIGHLIGHTS OF EXPERIENCE

- Tried 60+ cases in state court, and handled thousands of criminal cases (misdemeanors and felonies).
- Represented clients at pretrial, suppression, and probation revocation hearings.
- Evaluated cases, conducted legal research, and drafted motions and briefs.
- Negotiated with District and County Attorneys to achieve best possible results.
- Hired, supervised, and evaluated Associate Attorney
- Hired, supervised, and evaluated law firm office staff
- Conducted call-in show on Austin Spanish language radio station discussing issues related to Criminal Law

MAJOR ACCOMPLISHMENTS

- Approved for the Travis County and Capital Area Private Defender Service felony appointment lists.
- Presented CLE "Dr. Strangelove: The Art of Unfettered Judicial Discretion".

EMPLOYMENT

2016- Present — **El Paso Public Defender's Office,** El Paso, Texas
Chief: Mental Health and Juvenile Units
Supervise seven attorneys while attending to my own caseload

2014 - 2016 — **LAW OFFICE OF RENÉ A. VARGAS**, Austin, Texas
Criminal Defense Attorney (Private Practice)

2007 - 2014 — **BLACKBURN VARGAS**, Austin, Texas
Criminal Defense Attorney/Partner

2005 - 2007 — **LAW OFFICE OF KEVIN BOYD**, Austin, Texas
Criminal Defense Attorney

COMMUNITY SERVICE

- **Workers Defense Project** (2014-2015): Educated and interviewed Hispanic workers filing employment cases.
- **Austin Partners in Education** (2008-2012): Worked with Spanish speaking 2nd grade students to improve reading comprehension. Delivered presentations to elementary and middle school students at annual "Career Day".

AFFILIATIONS

- **Texas Bar Association**, Member, 2004-Present
- **Texas Criminal Defense Lawyers Association**, Member, 2007-Present
- **Austin Criminal Defense Lawyers Association**, Member, 2007-Present
- **Texas Hispanic Criminal Defense Lawyers Association**, Member, 2010-Present

PROFESSIONAL REFERENCES

Hon. Judge Marcos Lizarraga
Judge, 167th District Court; El Paso County,
Texas El Paso County Courthouse

Hon. Judge Clifford Brown
Judge, 147th Judicial District Court, Travis
County Blackwell Thurman Criminal Justice

Fred Weber
Caldwell County Criminal District Attorney
Caldwell County Justice Center

Kelli Childress
El Paso Chief Public Defender

File #: 22-146, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Yolanda Giner to the Ad Hoc Charter Advisory Committee by Representative Cassandra Hernandez, District 3.

DATE: 1.25.22

TO: City Clerk

FROM: City Representative Cassandra Hernandez

ADDRESS: 300 N. Campbell TELEPHONE 915.212.0003

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

Agenda for the Council Meeting of 2.1.22

Item should read as follows: Appointment of Yolanda Giner to the Ad Hoc Charter Advisory Committee by Representative Cassandra Hernandez, District 3.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Ad Hoc Charter Advisory Committee

NOMINATED BY: City Representative Cassandra Hernandez DISTRICT: 3

NAME OF APPOINTEE Yolanda Giner
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS:

CITY: El Paso ST: TX ZIP: PHONE:

HOME ADDRESS:

CITY: El Paso ST: TX ZIP: PHONE:

1. DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ____ **NO** X

2. IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

3. HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: 2015 Charter Committee

4. 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: -

EXPIRATION DATE OF INCUMBENT: -

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

DATE OF APPOINTMENT: 2.1.22

TERM BEGINS ON : 2.1.22

EXPIRATION DATE OF NEW APPOINTEE: -

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

2nd TERM: ____

UNEXPIRED TERM: ____

YOLANDA GINER

October 2020 – present	**Franklin Mountain Investments, LLC**, El Paso, Texas Executive Vice President and General Counsel
May 1999 - October 2020	**Gordon, Davis, Johnson & Shane, P.C.,** El Paso, Texas Partner
May 1994 - February 1999	**City of El Paso**, El Paso, Texas Assistant City Attorney Airport and Engineering Legal Advisor

EXPERIENCE:

Executive Vice President and General Counsel – Responsible for various legal and business matters, in various areas of the company, including but not limited to:

- Real Estate, including land development
- Human Resources
- Aviation
- Construction
- Lending

Commercial Real Estate – Represent clients in commercial real estate transactions, including the following:

- Acquisitions of commercial and residential real properties
- Dispositions of commercial and residential real properties
- License Agreements
- Lease Agreements
- Consulting Agreements
- Real Estate Mortgage Transactions
- Construction Contracts

Land Development – Represent clients in land development matters, including the following:

- Zoning
- Subdivision matters
- Economic development projects, including requests for tax abatement agreements, Tax Increment Finance Districts and permit waivers
- Special Privilege Applications
- Acquisitions and leases of real properties
- Annexation
- Land development engineering issues
- Drainage matters
- Water Law

Government Regulations and Compliance

- Open Meetings compliance
- Open Records Act compliance, review and request of Attorney General opinions
- Governmental procurement, including review of bid/RFP specifications, bid protests, wage rate compliance
- Architect/engineering selection process, contract review, compliance
- Ordinance and resolution preparation
- Preparation of various contracts, memorandum, interlocal agreements
- Negotiation and preparation of various incentive agreements

LICENSES AND CERTIFICATIONS

- State of Texas (1995)
- United States District Court for the Western District of Texas
- Licensed Real Estate Broker by Texas Real Estate Commission

LANGUAGES

- Spanish (Bilingual)

EDUCATIONAL BACKGROUND

Drake Law School.
Doctor of Jurisprudence with Honors (J.D.) (Dec. 1995)

- Overseas Program in Mexico City, Mexico (Summer 1995). International Law Studies.

University of Texas at El Paso
Bachelor of Science (1990)

PROFESSIONAL ACTIVITIES AND ACKNOWLEDGEMENTS

Rising Star – Super Lawyer 2005, 2007 and 2008
The Best Lawyers in America in the Specialty of Real Estate (2016 -2021)
Member, State Bar of Texas
Member, El Paso Bar Association
Executive Committee Board Member, Chamber of Commerce (2018-Present)
Texas Bar Foundation Fellow (2017 to present)
Governing Board Member, Hospitals of Providence, Memorial Campus (2019 -Present)
Governing Board Member, Hospitals of Providence, East Campus (2020-Present)

File #: 22-120, **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.

Ben Carnevale to the Ad Hoc Charter Advisory Committee by Representative Joe Molinar, District 4.

DATE: 1/24/2022

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 February 1, 2022

Item should read as follows: Appointment of Ben Carnevale to the Ad Hoc Charter Advisory Committee by City Representative Joe Molinar.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Ad Hoc Charter Advisory Committee

NOMINATED BY: City Representative Joe Molinar DISTRICT: Four

NAME OF APPOINTEE Ben Carnevale
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS:

CITY: ST: ZIP: PHONE:

HOME ADDRESS:

CITY: El Paso ST: TX 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): Mr. Carnevale owns his home address.

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: City of El Paso Capital Improvements Advisory Committee 2/16/2021-10/28/2022

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

NAME OF INCUMBENT: N/A

EXPIRATION DATE OF INCUMBENT: N/A

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

DATE OF APPOINTMENT: 02/01/22

TERM BEGINS ON : 02/01/22

EXPIRATION DATE OF NEW APPOINTEE: 12/31/99

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

2nd TERM: ____

UNEXPIRED TERM: ____

BEN CARNEVALE

SKILLS

- People Management
- Collaboration & Teamwork
- Critical Thinking
- Motivational
- Communication & Interpersonal
- Budgeting
- Presenting & Public Speaking
- Empathetic

WORK EXPERIENCE

Manager/Supervisor Networking Team – Infrastructure Operations
University of Texas at El Paso 2013 - Present

- Manage a team of 7 networking technicians and engineers.
- Develop annual budget for all campus wide network requirements.
- Lead daily operations including but not limited to project management, training/development, planning, and budgeting.
- Perform interviews for the hiring of full time staff and student employees.
- Collaborate with inner-campus and external organizations.
- Maintain an environment where customer service and university goals are given the highest priority.

Wireless Network Architect/Network Specialist - Telecommunication Infrastructure
University of Texas at El Paso 2000 – 2013

- Design and deploy university wide wired and wireless networks.
- Provide networking solutions to campus organizations.
- Resolve network issues with client devices to restore network connectivity.
- Research and adopt new technologies to enhance user experience.

Automated Logistics Specialist 1991 - 1996
U.S. Army

- Establish and maintain inventory, supply reports, and equipment documentation.
- Manage warehouse personnel responsible for battalion supply replenishment.

BOARDS AND COMMITTEES

- **City of El Paso Capital Improvements Advisory Committee:** 2020 - Current
- **University of Texas at El Paso Edge Advisory Committee** 2017
- **University of Texas System Employee Advisory Committee Alternate** 2016-2017
- **University of Texas at El Paso Concealed Carry Task Force** 2016
- **University of Texas at El Paso Staff Council Chair** 2015 - 2017

EDUCATION

- **University of Texas at El Paso**
  Master of Business Administration – Management
  Estimated Completion Spring 2023

- **Howard Payne University**
  Bachelor of Applied Arts and Sciences – Christian Studies

- **Liberty University**
  Government Bachelor of Science - Politics and Policy
  Senior - Estimated Completion Summer 2024

- **El Paso Community College**
  Associate of Applied Science - Telecommunications and Networking

TECHNICAL CERTIFICATIONS

- Aruba Certified Mobility Professional
- Cisco Certified Network Professional
- Cisco Certified Network Administrator
- Imp. Cisco Network Admission Control
- Cert. Wireless Network Administrator
- A+ Certified
- Network+
- Train the Trainer

File #: 22-152, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

James R. Peinado to the Ad Hoc Charter Advisory Committee by Representative Claudia L. Rodriguez, District 6.

DATE: 02/01/2022

TO: City Clerk

FROM: City Representative Claudia L. Rodriguez, District 6

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-0006

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

Agenda for the Council Meeting of February 1, 2022

Item should read as follows: Appointment of James R. Peinado to the Ad Hoc Charter Advisory Committee by City Representative Claudia L. Rodriguez, District 6

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Ad Hoc Charter Advisory Committee

NOMINATED BY: Representative Claudia L. Rodriguez DISTRICT: 6

NAME OF APPOINTEE James R. Peinado
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX 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/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: _____

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

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

NAME OF INCUMBENT: _____

EXPIRATION DATE OF INCUMBENT: _____

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

DATE OF APPOINTMENT: 02/01/2022

TERM BEGINS ON : 02/01/2022

EXPIRATION DATE OF NEW APPOINTEE: _____

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

2nd TERM: ____

UNEXPIRED TERM: ____

Peinado, James R.

Experience

Online Sales Business 2019- Present

Olson's Greenhouse Summer of 2016- Present
Full time summer job caring for flowers, shrubs, and trees in local Home Depots

Red River Stables and One on One Adventures Summer & Fall of 2013 and '14
Horse Wrangler and Hunting Guide in Northern New Mexico.

Rancho Cima Summer 2013
Staff member teaching Boy Scouts blacksmithing, horsemanship, and other skills in central Texas

Italians 2012-2013
Waiter serving food and alcohol to patrons.

Ciao Sicilia 2011-2012
Waiter, Salad, Food, and Dessert Prep, Catering Services

Double T QuarterHorse farm 2011- 2013
Horse Wrangler and Assistant Trainer

Texas A&M Dining Services Fall 2005-Spring 2006
Food preparation team member, catering services

Corps of Cadets, Squadron 16
Four year leadership program at Texas A&M University

US Marine Corps Officer Candidate School: Graduated Summer 2008

- Ten Week Intensive Training and Evaluation Course with emphasis on Leadership, Mental, and Physical Aptitudes.
- Part of graduation meant that men and women, officer and enlisted, found me a dependable person who one day could be trusted with the lives of several Marines under me.

Southwestern Book Sales
Summer of 2005 Southwestern Co., Nashville, TN

- Established success principles through direct sales (positive attitude, goal setting, self-motivation, and keeping to a schedule).
- Ran my own company in Central Pennsylvania, handling all matters of my business.
- Included researching the demographics of the immediate areas, meeting with over 2,000 clients at various socio-economic levels, making sales, completing orders, taking inventory, accounting, and delivering.
- Gold Seal Gold Award: Received for working 80+ hours a week for 13 weeks.
- Sold over $16,000 worth of educational books and to families and schools in State College, PA.

Boy Scouts of America
Troop 164 El Paso, TX

- Eagle Scout: October 2003

Education

Texas A&M University, College Station, TX
August 2004- May 2009

- Pursued a BA in Political Science with a focus in International Relations

File #: 22-98, **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 Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

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

Steve Ortega to the Ad Hoc Charter Advisory Committee by Representative Henry Rivera, District 7.

DATE: January 19, 2022

TO: City Clerk

FROM: City Representative Henry Rivera

ADDRESS: 300 N. Campbell St., 2nd Floor TELEPHONE (915) 212-0007

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

Agenda for the Council Meeting of February 1, 2022

Item should read as follows: Appointment of Steve Ortega to the Ad Hoc Charter Advisory Committee by City Representative Henry Rivera, District 7

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Ad Hoc Charter Advisory Committee

NOMINATED BY: City Representative Henry Rivera DISTRICT: 7

NAME OF APPOINTEE Steve Ortega
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS:

CITY: El Paso ST: TX ZIP: PHONE:

HOME ADDRESS:

CITY: El Paso ST: TX ZIP: PHONE:

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: ____ NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: Employee Pension Fund 2005-2013, Transportation Policy Board 2009 -2013, Ad Hoc Charter Advisory Committee 2018.

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:

EXPIRATION DATE OF INCUMBENT:

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

DATE OF APPOINTMENT: 02/01/2022

TERM BEGINS ON : 02/01/2022

EXPIRATION DATE OF NEW APPOINTEE:

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

2nd TERM:

UNEXPIRED TERM:

STEVE ORTEGA

ATTORNEY AT LAW

Legal executive with over 15 years of experience in local governmental policy and promoting resolution to party conflict via collaborative practices.

- Legal Research and Writing
- Estate Planning
- Probate/Elder Law

PROFESSIONAL EXPERIENCE

LAW OFFICE OF STEVE ORTEGA, P.L.L.C., El Paso, TX 2004 – Present
Attorney at Law

- Attorney specializing in wills, trusts and estates
- Practice areas to include estate planning, probate, and civil law
- Engaged in community through numerous presentations and commitment to local initiatives

CITY OF EL PASO, El Paso, TX 2005 – 2013
***City Council Representative**, 2005 – 2013*

EDUCATION & CREDENTIALS

Bachelor of Arts, Political Science, University of Texas at Austin, Austin, TX
Bachelor of Arts, Sociology, University of Texas at Austin, Austin, TX
Juris Doctorate, The George Washington University Law Center, Washington, D.C.

File #: 22-158, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Larry John Porras to the Ad Hoc Charter Advisory Committee by Representative Cissy Lizarraga, District 8.

DATE: January 26, 2022

TO: City Clerk

FROM: City Representative Cissy Lizarraga

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0008

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

Agenda for the Council Meeting of February 1, 2022

Item should read as follows: Appointment of Larry John Porras to the Ad Hoc Charter Advisory Committee

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Ad Hoc Charter Advisory Committee

NOMINATED BY: Cissy Lizarraga DISTRICT: 8

NAME OF APPOINTEE Larry John Porras
(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

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: NO

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): NONE

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

NAME OF INCUMBENT: None

EXPIRATION DATE OF INCUMBENT: N/A

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

DATE OF APPOINTMENT: 02/01/2022

TERM BEGINS ON : 02/01/2022

EXPIRATION DATE OF NEW APPOINTEE: None (Ad Hoc)

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

2nd TERM: ____

UNEXPIRED TERM: ____

LARRY JOHN PORRAS, MPA

PROFILE

Proven leader and manager having been responsible for the successful implementation of various programs that have carried out organizations' missions. Such organizations include departments in municipal government, legislative offices, and political campaigns. Experience in cross functional collaboration with nonprofit, political, and agencies in order to effectively serve the respective audiences' needs.

EXPERIENCE

Regional Advocacy Director, Raise Your Hand Texas ; El Paso, Texas: 2021-Present

Work to advance Raise Your Hand Texas' legislative priorities and help foster a pro-public education climate across Texas by finding, developing, and activating public education supporters in West Texas.

Collaborate with organizations and individuals to support broad-based get-out-the-vote efforts and increased voter awareness of public education issues.

Develop a local grassroots network willing to partner with Raise Your Hand Texas to pursue pro-public education policy at the state level.

Chief of Staff, El Paso City Council District 1, + Management Assistant to the Chief Resilience Officer; El Paso, Texas: 2017-2021

Chief of Staff: Oversee the legislative portfolio for the Mayor Pro Tem of El Paso, performing investigative and analytical work in researching administrative systems, policies and practices. Coordinate studies with other City departments, governmental agencies, business organizations and civic groups. Attend and participate in meetings and community functions to represent the district as authorized. Serve as a lead for City of El Paso Sister Cities planning initiatives as the Mayor Pro Tem serves as Vice-Chair for the Sister Cities, Int. board. Was instrumental in the organizing of the successful 2020 Sister Cities Annual Mayors' summit hosted in El Paso.

Management Assistant: Researched and reviewed pertinent local regulations, laws, manuals and procedures. Planned and consulted with managers or other Community Development staff to obtain clarification of expected results. Coordinated with stakeholders and user department personnel.

Legislative/ District Director, Texas house of Representatives: 2015-2017

Managed legislative activities by drafting bills for consideration, preparing briefing documents, and attending committee hearings. Wrote legislative correspondence, speeches and talking point. Oversaw legislative employees in the office; planning, assigning and directing work, appraising performance; addressing complaints; and resolving problems. Met with groups of constituents or other office visitors, as necessary. Oversaw all district office operations.

District Representative, Congressman Pete Gallego (TX-23): 2013- 2014

Acted as the representative for the Congressman, including meeting with constituents, and serving as a liaison with federal, district, and local agencies. Assessed casework for problems requiring legislative action and makes recommendations to the District Director and Chief of Staff. Trained and supervised caseworkers and interns to handle office matters such as logging incoming and outgoing correspondence, handling visitors, telephone calls, and computer operations. Prepared periodic reports for the District Director on pending cases and district activities.

Program Specialist + Acquisition Manager, City of Lubbock- 2009-2012

Fleet Department: Coordinated city-wide fuel dispensing and inventory system (Fuel Master). Worked with internal audit on year end inventory (parts & fuel) reporting. Assisted in preparation of budget allocations for fuel for the City's fleet to all user departments. Coordinated activities and personnel involved in preparing the purchase process for vehicle and equipment replacement. Facilitated meetings and exchange of information between vendors and departments to ensure awareness of the City's procurement process and available goods or services.

Community Development Department: Assisted in the orchestrating of logistics for various projects pertaining to homeless Prevention + workforce development. Provided technical assistance to applicants in preparing grant applications. Reviewed and interpreted federal and/or state regulations pertaining to community development and community services programs. Evaluated projects, prepared status reports, conducted on-site review of projects as necessary. Performed casework duties including applications and intake, plus follow-up on cases.

EDUCATION

Texas Tech University, Lubbock, Texas- Masters of Public Administration, 2009

Texas Tech University, Lubbock, Texas B.A. in Political Science, 2006

File #: 22-151, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Ben Carnevale to the Civil Service Commission by Representative Claudia L. Rodriguez, District 6.

DATE: 02/01/2022

TO: City Clerk

FROM: City Representative Claudia L. Rodriguez, District 6

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-0006

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

Agenda for the Council Meeting of February 1, 2022

Item should read as follows: Appointment of Ben Carnevale to the Civil Service Commission by City Representative Claudia L. Rodriguez, District 6

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Civil Service Commission

NOMINATED BY: City Representative Claudia L. Rodriguez DISTRICT: 6

NAME OF APPOINTEE Ben Carnevale
(Please verify correct spelling of name)

E-MAIL ADDRESS: ____

BUSINESS ADDRESS: ____

CITY: ____ ST: ____ ZIP: ____ PHONE: ____

HOME ADDRESS: ____

CITY: El Paso ST: TX 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/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: Capital Improvements Advisory Committee as of 06/23/2020 – Current

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: Jacob Barde

EXPIRATION DATE OF INCUMBENT: 1/31/2020

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

DATE OF APPOINTMENT: 02/01/2022

TERM BEGINS ON : 02/02/2022

EXPIRATION DATE OF NEW APPOINTEE: 1/31/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X
2nd TERM: ____
UNEXPIRED TERM: ____

Ben Carnevale

Work History

Supervisor - Telecommunication Infrastructure Networking Department
The University of Texas at El Paso
2015 – Present

- Manage staff responsible for networking infrastructure throughout campus and extension locations.
- Manage budgets for department to include M&O, building projects, equipment inventory, and staff salaries.
- Establish and coordinate day to day processes and procedures

Enterprise Wireless Network Architect - Telecommunication Infrastructure Networking Department
The University of Texas at El Paso
2000 – Present

- Design and coordinate the implementation of wireless networking technology throughout established buildings and the university and extension sites.
- Establish maintenance contracts with vendors.
- Work with architects and engineers to design networking infrastructure for new construction throughout campus and extension sites.

Coordinator – College wide PC Certification
El Paso Community College
1999 – 2000

- Establish processes and requirements for Y2K certification across college locations throughout the city.
- Coordinate department representatives for certifying computer hardware and software in preparation for Y2K.

PLL/Automated Logistics
United States Army
1991 – 1995

- Manage and coordinate inventory for battalion vehicles
- Manage storage yard for engines, transmissions, and other vehicle components.

Organization Experience

Staff Council Chair
The University of Texas at El Paso
2013 – 2016

Founder/Director
All In Christ N.G.O.
2005 - 2008

Education

Liberty University
Bachelor of Science – Politics and Policy
In progress – Senior

Howard Payne University
Bachelor of Arts in Christian Studies
In Progress - Senior

El Paso Community College
Associates Degree Telecommunications and Networking
Graduated - 1999

File #: 22-161, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Laura Alpern to the Civil Service Commission by Representative Svarzbein, District 1.

DATE: 01//26/2022

TO: City Clerk

FROM: Peter Svarzbein Representative of District 1

ADDRESS: 923 McKelligon Dr. TELEPHONE 915-478-3240

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

Agenda for the Council Meeting of February 01, 2022

Item should read as follows: Appointment of Dr. Laura Alpern to the Civil Service Commission by Representative Peter Svarzbein, District 1

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Civil Service Commission

NOMINATED BY: Peter Svarzbein DISTRICT: 1

NAME OF APPOINTEE Dr. Laura Alpern
(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/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: AIRPORT BOARD FROM 2007-2009

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: Bob Brannon

EXPIRATION DATE OF INCUMBENT: 01/31/2022

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

DATE OF APPOINTMENT: 02/01/2022

TERM BEGINS ON : 02/01/2022

EXPIRATION DATE OF NEW APPOINTEE: 01/31/2025

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

2nd TERM: ____

UNEXPIRED TERM: ____

Laura Kurtin Alpern, Ph. D.

- **Education**

1979 **St. Louis University** St. Louis, Missouri
- Ph. D. Education; Major in Special Education

1972 **Harvard Medical School** Boston, Massachusetts
- Behavioral Neurology

1972 **Boston State College** Boston, Massachusetts
- M. Ed. Special Education of Emotionally Disturbed Children

1971 **Beaver College** Glenside, Pennsylvania
- B.F.A. (Honors) Fine Arts

- **Experience**

1981 - Present El Paso Country Day School El Paso, Texas
Founder – Executive Director
- Grades Pre School through 12th grade

1977 - 1981 Consultant
- Private practice for school related issues

1976 - 1977 Missouri State School St. Louis, Missouri
- Consultant for Special Programs

1975–1976 St. Louis Special School District St. Louis, Missouri
- Consultant for Special Education

- **Affiliations & Awards**:

- 1995 – Present - United States Fencing Association
- 1995 – Present - Texas Excalibur Fencing Assoc. Board of Directors
- 1995 –1997 - Greater El Paso Chamber of Commerce
- 1995 – 1996 - Leadership El Paso
- 1992 – 1995 - Rotary Club of West El Paso
- 1990 – Present - Southwest Quarter Horse Association Youth Advisor
- 1980 – Present - National Council of Jewish Women
- 1974 – Harvard Medical School, Boylston Award - Original Research (first lay person, first woman to receive award)

File #: 22-145, **Version:** 3

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Rodney Washington to the Veterans Affairs Advisory Committee by Representative Cassandra Hernandez, District 3.

DATE: 1.25.22

TO: City Clerk

FROM: City Representative Cassandra Hernandez

ADDRESS: 300 N. Campbell TELEPHONE 915.212.0003

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

Agenda for the Council Meeting of 2.1.22

Item should read as follows: Appointment of Rodney Washington to the Veterans Affairs Advisory Committee by Representative Cassandra Hernandez, District 3.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Veterans Affairs Advisory Committee

NOMINATED BY: City Representative Cassandra Hernandez DISTRICT: 3

NAME OF APPOINTEE Rodney Washington
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS:

CITY: El Paso ST: TX ZIP: PHONE:

HOME ADDRESS:

CITY: ST: ZIP: PHONE:

1. DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ___ **NO** X

2. IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: *N/A*

3. HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: NO

4. 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: Don Parrott

EXPIRATION DATE OF INCUMBENT: 10.21.21

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

DATE OF APPOINTMENT: 2.1.22

TERM BEGINS ON : 2.1.22

EXPIRATION DATE OF NEW APPOINTEE: 9.5.23

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

2nd TERM: ___

UNEXPIRED TERM: X

RODNEY WASHINGTON

VETERAN EMPLOYMENT REPRESENTATIVE

Dedicated and driven professional with over 13 years of experience in operations management and Veteran assistance. Possess four years focused in providing service to Veterans, dependents and survivors at the Department of Veteran Affairs. Display expert ability to build rapport and lasting patient and client relationships. Proven track record of improving processes and increasing efficiency. Possess expert knowledge in veteran benefits, various software systems and rules and regulations governing Veteran benefit programs. Display a constant passion to learn and grow. Strong time management skills and articulate attention to detail. Employ active problem-solving skills on a daily basis.

Key Strengths:

▪ Veteran Services ▪ Benefit Assistance ▪ Career Counseling ▪ Project Management ▪ Event Coordination & Planning ▪ Case Management ▪ Recruitment & Placement ▪ Community & Veteran Outreach ▪ Personnel Management ▪ Customer Care

Fluent English & Conversational Spanish

PROFESSIONAL EXPERIENCE

TEXAS VETERANS' COMMISSION **12/2019 – Present**

Local Veterans Employment Representative (Public Entity) (01/2021 – Present) **El Paso, Texas**

- Contact and act as a liaison and primary contact to various private and local government employers to encourage the hiring of qualified Veterans. Establish and maintain ongoing relationships with corporate industry staff, small business agencies and local chambers of commerce.
- Connect with local, state, and government authorities to provide seminars. Employ multi-channel recruitment strategies, talent location marketing strategies, and employer-focused training on hiring, retention of Veteran job seekers, and Veteran's preference law.
- Coordinate all aspects of employer showcases, job fairs, career fairs and hiring events to include contacting and attracting employers, networking with Veterans to attend and coordinating logistics, advertising and marketing.
- *Key Achievements: Received numerous letters of recognition from employers and Veterans commending dedication and professionalism. Conducted 55 employer outreaches within first three months in position. Developed and facilitated the first 'March to Success' Employer Showcase event in West Texas; 131 Veterans signed up and event attracted numerous employers for future events.*

Local Veterans' Employment Representative (LVER) (12/2019 – 01/2021) **El Paso, Texas**

- Provided weekly briefings for Veterans and transitioning members on employment and training opportunities through collaboration with local counterparts, such as, Workforce Business Services Units and Soldier for Life.
- Utilized knowledge of applicant tracking systems and ability to conduct labor market and employment trend analysis to develop strategic initiatives and regional plans that drove effective employer recruitment strategies.
- Reviewed and analyzed Veteran qualifications to ensure they meet the requirements for employer's job opportunities, while encouraging credentialing and licensing opportunities. Conducted seminars for employees on job search, career training and available placement services furnished to Veterans.
- Coordinated with Veteran Career Advisors and partner staff, employers, organizations and other service providers to conduct job search workshops and establish job search groups. Utilized networking and marketing material to promote career goals and objective of Veterans and transitioning active personnel to secure gainful employment.
- *Key Achievements: Received outstanding rating for exceeding job performance quotas and standards, 4 months ahead of the deadline. Cultivated team environment that was process-oriented and deadline-driven. Assisted 9 out of 12 Veterans to secure employment as a result of stellar employer outreach techniques. Conducted employee workshops to improve Veterans' assistance customer service; efforts were recognized and praised by the Employment Services Chief.*

INVERNESS TECHNOLOGIES – TRANSITION ASSISTANCE PROGRAM **04/2019 – 12/2019**

Career Counselor **El Paso, Texas**

- Assisted transitioning and separating service members and family members to obtain new career opportunities. Assessed needs, created detailed transition plans, conducted career counseling, followed-up with clients and monitored progress. Assisted service members to utilize community resources to the fullest.
- Conducted sessions to provide information and teach job search, resume and interview skills. Provided in-depth resume assistance and translate military service into clear, concise language. Participated in marketing events and presentations to recruit service members.
- *Key Achievements: Counseled or trained 800+ military personnel. Improved organizational morale and teamwork by coordinating various social events to foster cohesion. Completed training period two weeks ahead of time surpassing the expectation.*

Professional Experience (Continued)

DEPARTMENT OF VETERAN AFFAIRS **04/2014 – 02/2018**
Voluntary Service Assistant (01/2016 – 02/2018) **El Paso, Texas**

- Provided case management assistance to the Department Chief of Voluntary Services. Managed a caseload of volunteers. Interviewed Veterans and dependents to assess specific skills to create the proper placements.
- Conducted monthly meetings in the absence of the Department Chief. Communicated with department chiefs concerning caseloads and volunteer employment services. Created and implemented all marketing strategies.
- Compiled data into reports and prepared detailed presentations. Presented valuable information concerning statistics and training for volunteers across all departments. Trained and mentored new volunteers.
- *Key Achievements: Revamped office in-processing procedures, which reduced processing time by 50 percent, saving 2.5 hours per week and $15K in allocated resources. Created and implemented an inventory system and log which resulted in less waste and greater accountability for equipment valued at $150K.*

Patient Advocate / Work Study Employee (05/2015 – 01/2016)

- Provided in-depth customer care and patient advocacy to Veterans receiving medical care. Received inbound calls and resolved issues. Provided Veterans with information on services and programs to include health, disability claims and unemployment services. Managed schedule of patients' appointments. Counseled Veterans on Choice program procedures and prescription needs. Identified specific client and patient needs.
- *Key Achievements: Accumulated over 1,500 hours of volunteer and work-study hours. Gained federal employment after receiving repeated encouragement from management due to excellent work ethic and dedication.*

Patient Administration / Work Study Employee (05/2014 – 05/2015)

- Assisted Veterans to update demographics and insurance information using Kiosk and MyHealtheVet. Scheduled mental health appointments. Monitored the Kiosk electronic wait list (EWL).

U.S. AIR FORCE **06/2005 – 04/2013**
Aviation Resource Management Superintendent **Glendale, Arizona**

- Served as the Commander's senior enlisted advisor. Managed the accountability and distribution of the account valued at $131K. Managed, tracked and validated over 6K flying hours and verified 350K aviation flying hours valued at $600K. Maintained and managed building facility projects and budget for a facility valued at $5M.
- Enforce military regulations governing professionalism. Provided verbal and written feedback concerning job and training performance. Communicated flying procedures to trained leadership and 30+ personnel.
- Managed squadron fiscal year flying budget by screening Flying Hour Program (FHR). Resolved discrepancies and updated status to squadron leadership. Obligated funds as necessary. Tracked and logged expense items.
- *Key Achievements: Recovered $20K worth of lost automated systems and established an inventory tracker to monitor all squadron office equipment (valued at 100K) with zero discrepancies during inspections.*

Education

Master of Arts in Human Resource Management, Webster University, El Paso, Texas
Bachelor of Science in Organizational Management, Ashford University Online Program

Professional Training

Governor's Management Development Course 04/2021
Developing Your Leadership Philosophy, LinkedIn Training 04/2021
Executive Leadership, LinkedIn Training 02/2021
Local Veterans' Employment Representative (LVER) Core Competency Development 09/2020
Legal Guidance and Working with Veterans with SBEs. 08/2020
Removing The Employability Gap for Veterans with SBEs 05/2020
Veterans At Work Certification, SHRM Foundation 04/2020
Legal Guidance Affecting Employment Services 03/2020
10 Steps to a Federal Job, Resume Writing Training ACS, 10/2018

File #: 22-147, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Kathleen Lopez to the Community Development Steering Committee by Representative Cassandra Hernandez, District 3.

DATE: 1.25.22

TO: City Clerk

FROM: City Representative Cassandra Hernandez

ADDRESS: 300 N. Campbell TELEPHONE 915.212.0003

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

Agenda for the Council Meeting of 2.1.22

Item should read as follows: Appointment of Kathleen Lopez to the Community Development Steering Committee by Representative Cassandra Hernandez, District #3

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Community Development Steering Committee

NOMINATED BY: City Representative Cassandra Hernandez DISTRICT: 3

NAME OF APPOINTEE Kathleen Lopez
(Please verify correct spelling of name)

E-MAIL ADDRESS: ____

BUSINESS ADDRESS: ____

CITY: El Paso ST: TX ZIP: ____ PHONE: ____

HOME ADDRESS: ____

CITY: El Paso ST: TX ZIP: ____ PHONE: ____

1. DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ____ **NO** X

2. IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

3. HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: No

4. LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): 3208 Matagorda St – 79936

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

NAME OF INCUMBENT: Tamieka Henry

EXPIRATION DATE OF INCUMBENT: 6/14/22

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

DATE OF APPOINTMENT: 2.1.22

TERM BEGINS ON : 2.1.22

EXPIRATION DATE OF NEW APPOINTEE: 6.14.22

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

2nd TERM: ____

UNEXPIRED TERM: X

Kathleen Lopez

Education: BS New Mexico State University
MA Webster University

Retired: El Paso Community College 2018
35 years of service

Tenure: Interim Associate Vice President of Workforce Training and Continuing Education- 2 ½ years

Leadership and Supervision for the following departments;
Law Enforcement Academy, Advance Technology Center,
Small Business Development, Business Opportunity for Veterans, Senior Adult programs, Personal Enrichment and Business Education, Children's programs, Center for Workforce and Economic Development.

Director of Continuing Education for Business and Industry Education, Personal Enrichment and Children's
College- 35 years

Skills: Extensive knowledge in grants administration and project management.

Community Service: Education Committee for the Greater El Paso Chamber of Commerce, United Way grant allocation committee, Women's Fund of El Paso scholarship awards committee, Leadership El Paso, Leadership Texas/Women and Executive Forum grant allocation grant development committee.

File #: 22-153, **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, Cissy Lizarraga, (915) 212-0008

AGENDA LANGUAGE:

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

Ivet C. Roman to the Community Development Steering Committee by Representative Cissy Lizarraga, District 8.

DATE: January 26, 2022

TO: City Clerk

FROM: City Representative Cissy Lizarraga

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0008

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

Agenda for the Council Meeting of February 1, 2022

Item should read as follows: Appointment of Ivet C. Roman to the Community Development Steering Committee

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Community Development Steering Committee

NOMINATED BY: Cissy Lizarraga DISTRICT: 8

NAME OF APPOINTEE Ivet C. Roman
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS:

CITY: ST: ZIP: PHONE:

HOME ADDRESS:

CITY: El Paso ST: TX ZIP: PHONE:

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ____ **NO** X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: NO

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): NONE

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

NAME OF INCUMBENT: Manuela Silva Rodriguez

EXPIRATION DATE OF INCUMBENT: 06/14/2022

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

DATE OF APPOINTMENT: 02/01/2022

TERM BEGINS ON : 02/01/2022

EXPIRATION DATE OF NEW APPOINTEE: 06/14/2022

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

2nd TERM: ____

UNEXPIRED TERM: X

IVET CECILIA ROMAN

Highly committed and dedicated individual with strong multi-tasking abilities. Can contribute excessively to teamwork and always displaying a willing and helpful manner. A positive attitude that is capable to adapt to any situation. More than 10 years of customer service and clerical experience.

EXPERIENCE

NOVEMBER 2000 – NOW

ELECTIONS GENERALIST, EL PASO ELECTIONS DEPARTMENT

Serves as the initial point of phone or personal contact for participants, outside agencies, other county departments and the public concerning inquiries or complaints about a specific program. Prepares, distributes, accepts, and processes applications that is compliant with The Election Code.

EDUCATION

JANUARY 1990

EL PASO COMMUNITY COLLEGE

I finished two semesters

AUGUST 1989

HIGH SCHOOL

Graduated in 1989 from Bowie High School

VOLUNTEERING

JANUARY 2016

CORAZONES UNIDOS

I am the Vice President of this 501C3 Non-Profit Organization.

APRIL 2015

BOWIE ALUMNI ASSOCIATION

I am the Bowie Alumni Association Inc. Secretary since 2015 until now

File #: 22-106, **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 tax refunds listed on the attachment posted with this agenda be approved. 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. (See Attachment B)

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

AGENDA DATE: February 1, 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 tax refunds listed on the attachment posted with this agenda be approved. 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. (See Attachment A)

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? _X_ YES ___NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

Revised 04/09/2021

DEPARTMENT HEAD: Maria O. Pacillas

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

TAX REFUNDS
February 1, 2022

1. Lereta Tax Service, in the amount of $5,657.40 made an overpayment on December 20, 2021 of 2021 taxes.
   (Geo. # C815-999-0010-3900)

2. Kunz Family LLC, in the amount of $16,530.39 made an overpayment on November 30, 2021 of 2021 taxes.
   (Geo. # M498-999-0020-0500)

3. Kunz Family LLC, in the amount of $92,467.45 made an overpayment on November 30, 2021 of 2021 taxes.
   (Geo. # M498-999-0020-0520)

4. Dipak T Patel, in the amount of $19,902.39 made an overpayment on December 31, 2021 of 2021 taxes.
   (Geo. # T254-999-0010-1200)

5. Bo San Inc, in the amount of $4,087.85 made an overpayment on January 06, 2022 of 2021 taxes.
   (Geo. # V897-999-0960-4000)

Maria O. Pasillas

Laura D. Prine
City Clerk

Maria O. Pasillas, RTA
Tax Assessor Collector

OP +2500

TAX OFFICE RECEIVED JAN 05 2022

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE
221 N. Kansas, Suite 300
El Paso, Texas 79901
Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To:	Phone:	Property ID# (One application per account)
Lereta Tax Service	HOME: WORK: 800-537-3821 x1372	C815-999-0010-3900
Address (mail refund to :) 901 Corporate Center Dr. Pomona CA	Property Address: And/or Legal Description: 689 BLUFF CANYON CIR EL PASO TX	

Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2021	12/09/2021	515485	12/09/2021	$5657.40	$5657.40
2.					
3.					
		TOTAL AMOUNT (sum of the above amounts)		5657.40	5657.40

(City Council approval required if over $2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT: Payment was sent incorrectly and should not have been disbursed from escrow account and Lender is requesting the payment be refunded.

"I certify that information given to obtain this refund is true and correct."

Requestor signature: [signature] Date: 01/05/2022

Printed name: AngieGonzalez Title: Tax Processor

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or $5,000 fine, or both. (2) Imprisonment up to one year, or fine not over $2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the righto the refund (Sec 31.11 (c)).

TAX OFFICE Entry: (✓) REFUND APPROVED

Tax Office Approval: Maria O. Pasillas *Date:* 1/12/22

[signature] 1/13/22 *Date:*

(Placed on City Council Agenda over $2,500)

( ) DISAPPROVED ( ) Returned to sender ( ) See below/attached

( ) Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.

( ) Record of overpayment not found on this property.

( ) Property not found as identified, resubmit after correction.

( ) Other:

Deposit Status

Notes

Go To :

LUZR
ACT80122 v1.90

01/20/2022 17:09:58
ACTEP

DEPOSIT | Remittance | Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
M2127000001	C81599900103900				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	M2127000001	12/20/2021	48558692	RG2112171496	EF	$56,846,990.58	$5,657.40	PA	C81599900103900	2700-LERETA LLC
	R030122767	12/20/2021	48558692	RG2112171496	EF	$0.00	$5,657.40	TR	C81599900103900	2700-LERETA LLC
	R030122767	12/20/2021	48558692	RG2112171496	EF	$0.00	$5,657.40-	TR	C81599900103900	2700-LERETA LLC
	M20B27000001	12/15/2020	45290228	201214212798	EF	$14,679,380.74	$5,363.69	PA	C81599900103900	2700-LERETA LLC
	M19800000001	12/16/2019	42270898	191213175283	EF	$220,479,351.04	$5,286.32	PA	C81599900103900	800000-CORELOGIC
	M18800000001	12/14/2018	39295991	181213099087	EF	$198,523,744.87	$4,970.51	PA	C81599900103900	800000-CORELOGIC
	M17RE1800001	12/18/2017	36356004	171215192214	EF	$232,569,225.62	$4,600.84	PA	C81599900103900	800000-CORELOGIC
	M16800000001	12/21/2016	33448420	161219150695	EF	$213,062,589.29	$4,750.03	PA	C81599900103900	800000-CORELOGIC
	M15800000001	12/31/2015	30589755	151231121119	EF	$199,122,808.45	$4,674.47	PA	C81599900103900	800000-CORELOGIC
	M14800000001	12/24/2014	27452431	141224101136	EF	$200,035,948.32	$4,623.63	PA	C81599900103900	800000-CORELOGIC
	M13800000001	12/30/2013	24637732	62075007	CH	$133,990,884.95	$3,870.51	PA	C81599900103900	800000-CORELOGIC
	M12800000001	12/17/2012	21840980	122059711	CH	$137,358,358.38	$3,755.28	PA	C81599900103900	800000-CORELOGIC

Applied Total $98,253.03

TAX OFFICE
RECEIVED
JAN 21 2022

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

Geo No.	Prop ID
M498-999-0020-0500	244968

Legal Description of the Property
2 MIRAMONTE INDUSTRIAL PARK #2 1 (EXC ELY & SWLY PTS) (11.7775 AC)

LUCKETT CT 79932

OWNER: KUNZ FAMILY LLC

KUNZ FAMILY LLC
26909 WOODWARD AVE
HUNTINGTON WOODS , MI 48070-1365

OP
+2500

2021 OVERAGE AMOUNT $16,530.39

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 18: CANUTILLO ISD

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: Kunz Family LLC
Address: 26909 Woodward Ave.
City, State, Zip: Huntingfon Woods MI 48070
Daytime Phone No.: 248-542-2000 E-Mail Address: RKUNZ@GLOBALENT.ORG

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
Kunz Family LLC	01732	11/30/21	$165,119.16
TOTAL AMOUNT PAID (sum of the above amounts)			

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:
- [ ] I paid this account in error and I am entitled to the refund.
- [x] I overpaid this account. Please refund the excess to the address listed in Step 1.
- [ ] I want this payment applied to next year's taxes.
- [ ] 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): Robert J. Kunz
PRINTED NAME & DATE: Robert J. Kunz 12/13/2021

Jmc 1/21/22

TAX OFFICE USE ONLY: [x] Approved [ ] Denied By: N.H. Date: 1-21-22

v52.1.7

Print Date: 12/03/2021

Deposit Status

Notes

Go To :

LUZR
ACT80122 v1.90

01/21/2022 15:31:00
ACTEP

Deposit | REMITTANCE | Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
T12022100002	M49899900200500				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
*	T12022100002	11/30/2021	48298353	01732	CH	$165,119.16	$16,530.39	LG	M49899900200500	KUNZ FAMILY LLC
*	T11092100006	11/09/2021	48038991	01718	CH	$110,009.54	$16,530.39	PA	M49899900200500	KUNZ FAMILY LLC
*	T11122000012	11/12/2020	44866650	01425	CH	$19,099.22	$19,099.22	PA	M49899900200500	KUNZ FAMILY LLC
	A02182081	02/18/2020	43750716	1231	CH	$20,689.27	$20,689.27	PA	M49899900200500	KUNZ FAMILY LLC
	B03011986	02/28/2019	40865895	3951	CH	$21,580.84	$20,560.07	PA	M49899900200500	KUNZ FAMILY LLC
	A01101875	01/10/2018	36927138	3550	CH	$24,913.04	$19,013.74	PA	M49899900200500	KUNZ FAMILY LLC
	X1229161012	12/30/2016	33684504	03200	CH	$18,607.16	$18,607.16	PA	M49899900200500	KUNZ FAMILY LLC
*	X1229161012	12/30/2016	33672800	04690	CH	$180.05-	$180.05-	RV	M49899900200500	KUNZ FAMILY LLC
*	X1229161012	12/30/2016	33672800	04690	CH	$180.05	$180.05	PA	M49899900200500	KUNZ FAMILY LLC
*	X1221151007	12/21/2015	30393180	02770	CH	$18,339.24	$18,339.24	PA	M49899900200500	KUNZ FAMILY LLC
	A01221523	01/22/2015	28068393	2371	CH	$18,126.19	$18,126.19	PA	M49899900200500	KUNZ FAMILY LLC
*	X1101131003	11/01/2013	23983322	01745	CH	$17,581.87	$17,581.87	PA	M49899900200500	KUNZ FAMILY LLC

Applied Total $428,594.71

436

RECEIVED
JAN 21 2022

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

Geo No.	Prop ID
M498-999-0020-0520	375162

Legal Description of the Property
2 MIRAMONTE INDUSTRIAL PARK #2 SWLY PT OF 1 (660.35' ON N- 569.19' ON E - 572.58' ON S- 444.15' ON W) (10.00 AC)

6055 LUCKETT CT

OWNER: KUNZ FAMILY LLC

KUNZ FAMILY LLC
2300 RED RUN CT APT A
ROYAL OAK , MI 48073-3608

OP
+2500

2021 OVERAGE AMOUNT $92,467.45

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 18: CANUTILLO ISD

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: Kunz Family LLC
Address: 26909 Woodward Ave.
City, State, Zip: Huntington Woods, MI 48070
Daytime Phone No.: 248-542-2000 E-Mail Address: RKunz@Globalent.org

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
Kunz Family LLC	01732	11/30/21	$165,119.16
TOTAL AMOUNT PAID (sum of the above amounts)			

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:
- [ ] I paid this account in error and I am entitled to the refund.
- [x] I overpaid this account. Please refund the excess to the address listed in Step 1.
- [ ] I want this payment applied to next year's taxes.
- [ ] 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): Robert J. Kunz
PRINTED NAME & DATE: Robert J. Kunz 12/13/2021

SMC 1/21/22

TAX OFFICE USE ONLY: [x] Approved [ ] Denied By: N.N Date: 1.21.22

Deposit Status

Notes

Go To :

LUZR
ACT80122 v1.90

01/21/2022 15:31:00
ACTEP

Deposit | REMITTANCE | Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
T12022100002	M49899900200520				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
*	T12022100002	11/30/2021	48298353	01732	CH	$165,119.16	$92,467.45	LG	M49899900200520	KUNZ FAMILY LLC
*	T11092100006	11/09/2021	48038991	01718	CH	$110,009.54	$92,467.45	PA	M49899900200520	KUNZ FAMILY LLC
*	T11122000012	11/12/2020	44866649	01419	CH	$98,288.29	$98,288.29	PA	M49899900200520	KUNZ FAMILY LLC
	A11251979	11/25/2019	41998631	75271	CH	$152,761.85	$99,505.60	PA	M49899900200520	21288443-POLYMERICA L
	A01161986	01/16/2019	39950046	072833	CH	$155,422.60	$103,684.66	PA	M49899900200520	KUNZ FAMILY LLC
*	X0117182000	01/18/2018	37072830	71099	CH	$159,490.23	$102,598.60	PA	M49899900200520	KUNZ FAMILY LLC
*	X0202171022	01/31/2017	34797115	69296	CH	$105,197.18	$105,197.18	PA	M49899900200520	KUNZ FAMILY LLC
*	X0127161025	01/27/2016	31315508	67324	CH	$103,682.50	$103,682.50	PA	M49899900200520	KUNZ FAMILY LLC
	A01221523	01/22/2015	28068074	2369	CH	$72,069.40	$72,069.40	PA	M49899900200520	KUNZ FAMILY LLC
	RD1679306	06/11/2014	23856380	0000179802	CH	$489.86-	$489.86-	RD	M49899900200520	23209474-KUNZ FAMILY L
	A10211348	10/21/2013	23856380	1740	CH	$85,509.10	$85,019.24	PA	M49899900200520	KUNZ FAMILY LLC
	A10211348	10/21/2013	23856380	1740	CH	$85,509.10	$489.86	LG	M49899900200520	KUNZ FAMILY LLC

Applied Total $2,217,576.05

438

TAX OFFICE RECEIVED

JAN 14 2022

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

Geo No.	Prop ID
T254-999-0010-1200	194717

Legal Description of the Property
1 THUNDERBIRD CREST LOT 12 (17186.63 SQ FT)

509 THUNDER CREST LN

OWNER: PATEL DIPAK T & RINA D

DIPAK T PATEL
509 THUNDER CREST LN
EL PASO , TX 79912

OP

+2,500

2021 OVERAGE AMOUNT $19,902.39

1: CITY OF EL PASO. 3: EL PASO 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:	Dipak T Patel
Address:	509 Thunder Crest LN
City, State, Zip:	El Paso, TX 79912
Daytime Phone No.:	915-245-1870
E-Mail Address:	drshamera@yahoo.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
Echeck	4073534	12/31/21	19,902.39
TOTAL AMOUNT PAID (sum of the above amounts)			

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:

- [ ] I paid this account in error and I am entitled to the refund.
- [x] I overpaid this account. Please refund the excess to the address listed in Step 1.
- [ ] I want this payment applied to next year's taxes.
- [ ] 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
	Dipak T Patel

JMC 1/20/22

TAX OFFICE USE ONLY: [x] Approved [ ] Denied By: N.A Date: 1-20-22

v52.1.7 **Print Date:** 01/05/2022

69

Deposit Status

Notes

Go To :

LUZR
ACT80122 v1.90

01/20/2022 13:36:16
ACTEP

DEPOSIT | Remittance | Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC010322	T25499900101200				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC010322	12/31/2021	48880433	CC004073534	EC	$19,902.39	$19,902.39	LG	T25499900101200	30432215-DIPAK T PATEL
	EC010322	12/31/2021	48880431	CC004073526	EC	$19,902.39	$19,902.39	PA	T25499900101200	30432213-DIPAK T PATEL
	EC12142098	12/14/2020	45272593	CC003279888	EC	$19,526.51	$19,526.51	PA	T25499900101200	28899973-DIPAK PATEL
	EC12311998	12/31/2019	42566135	CC002719754	EC	$20,144.09	$20,144.09	PA	T25499900101200	27829700-DIPAK PATEL
	EC12211898	12/20/2018	39416163	CC002192252	EC	$13,025.50	$13,025.50	PA	T25499900101200	26788320-DIPAK T PATEL
*	T12261740001	12/28/2017	36524700	06711	CH	$12,876.37	$12,876.37	PA	T25499900101200	WARDY JOSEPH D & DE
*	X0103171006	01/03/2017	33704016	06734	CH	$14,227.79	$14,227.79	PA	T25499900101200	WARDY JOSEPH D & DE
*	X1228151014	12/28/2015	30495869	06611	CH	$16,491.76	$16,491.76	PA	T25499900101200	WARDY JOSEPH D & DE
*	X1229141012	12/29/2014	27522462	06507	CH	$16,400.04	$16,400.04	PA	T25499900101200	WARDY JOSEPH D & DE
*	X1220131000	12/20/2013	24513280	06424	CH	$16,091.72	$16,091.72	PA	T25499900101200	WARDY JOSEPH D & DE
*	X1231121027	12/31/2012	22072484	06248	CH	$15,784.03	$15,784.03	PA	T25499900101200	WARDY JOSEPH D & DE
*	X1219111000	12/19/2011	19401280	06117	CH	$16,494.62	$16,494.62	PA	T25499900101200	WARDY JOSEPH D & DE

Applied Total $265,400.51

CITY TAX OFFICE JAN 21 2022 440

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

Geo No.	Prop ID
V897-999-0960-4000	217260

Legal Description of the Property
96 VISTA HILLS #30 LOT 40 (6261.51 SQ FT)

12093 AUTUMN GATE DR

OWNER: BO SAN A INC

BO SAN INC
P.O. BOX 1266
LOS ALAMOS , NM 87544

OP ✓

+2500

2021 OVERAGE AMOUNT $4,087.85 ✓

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

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: Bo San Inc. ✓
Address: P.O. Box 1266
City, State, Zip: Los Alamos, NM 87544
Daytime Phone No.: 915-276-3617 E-Mail Address: Jason Inman35@Hotmail.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
Echeck	4100812	1/6/22	4087.85
TOTAL AMOUNT PAID (sum of the above amounts)			

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:
- [ ] I paid this account in error and I am entitled to the refund.
- [x] I overpaid this account. Please refund the excess to the address listed in Step 1. ✓
- [ ] I want this payment applied to next year's taxes.
- [ ] 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.)

JMC 1/21/22

SIGNATURE OF REQUESTOR (REQUIRED) [signature]

PRINTED NAME & DATE Jason Inman 1/20/22 ✓

TAX OFFICE USE ONLY: [x] Approved [ ] Denied By: NH Date: 1-21-22 ✓

v52.1.7

Print Date: 01/10/2022

Deposit Status

Notes

Go To :

LUZR
ACT80122 v1.90

01/21/2022 16:01:39
ACTEP

DEPOSIT | Remittance | Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC010722	V89799909604000				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	EC010722	01/06/2022	49065299	CC004100812	EC	$4,087.85	$4,087.85	LG	V89799909604000	30501261-BO SAN INC
	EC010722	01/06/2022	49055294	CC004100772	EC	$4,087.85	$4,087.85	PA	V89799909604000	30501256-BO SAN INC
	EC12172098	12/17/2020	45350324	CC003289794	EC	$3,808.18	$3,808.18	PA	V89799909604000	28925666-BO SAN INC
	EC01302098	01/29/2020	43427655	CC002846202	EC	$3,840.73	$3,840.73	PA	V89799909604000	28099909-VICKI SANDER
	EC01101998	01/10/2019	39846531	CC002258488	EC	$3,707.39	$3,707.39	PA	V89799909604000	26900878-VICKI SANDER
	EC01241898	01/24/2018	37239027	CC001874965	EC	$3,303.02	$3,303.02	PA	V89799909604000	26064015-BO SAN INC
	EC01171798	01/14/2017	34057501	CC001482988	EC	$3,226.23	$3,226.23	PA	V89799909604000	25131476-BO SAN INC
*	X0201163001	02/01/2016	31506308	01624	CH	$3,175.62	$3,175.62	PA	V89799909604000	BO SAN A INC
*	X0123153001	01/23/2015	28168870	01577	CH	$3,150.67	$3,150.67	PA	V89799909604000	BO SAN A INC
*	X0131143000	01/31/2014	25516675	01511	CH	$3,092.76	$3,092.76	PA	V89799909604000	BO SAN A INC
*	X0129133004	01/29/2013	22720358	01472	CH	$3,005.90	$3,005.90	PA	V89799909604000	BO SAN A INC
*	X0123121009	01/23/2012	20015428	01410	CH	$2,879.57	$2,879.57	PA	V89799909604000	BO SAN A INC

Applied Total $75,634.29

File #: 22-154, **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 Isabel Salcido, (915) 212-0005

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contribution by Representative Isabel Salcido in the amount of $1000.00 from Steve Ortega.

File #: 22-92, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Streets and Maintenance, Richard Bristol, (915) 212-7000
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1181

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

Award Summary:

The award of Solicitation 2022-0005 Window Washing Services to Bella Luna Engineering and Building Maintenance for a three (3) year term for an estimated amount of $96,600.00. The award also includes a two (2) year option for an estimated amount of $64,400.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of $161,000.00. This contract will allow window washing at various City facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of $42,080.00 for the initial term, which represents a 77.18% increase due to price increases and additional services.

Department:	Streets and Maintenance
Vendor:	Bella Luna Engineering and Building Maintenance El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	$32,200.00
Initial Term Estimated Award:	$96,600.00 (3 years)
Total Estimated Award:	$161,000.00 (5 years)
Account No.:	532 - 1000 - 532000 - 31040 - P3120
Funding Source:	General 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 Bella Luna Engineering and Building Maintenance, the sole bidder offering the best value bid.

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

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

AGENDA DATE: February 1, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets and Maintenance Director, (915) 212- 7000
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: ALL

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

SUBGOAL: 7.2: Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:
The award of solicitation 2022-0005 Window Washing Services to Bella Luna Engineering and Building Maintenance for a three (3) year term for an estimated amount of $96,600.00. The award also includes a two (2) year option for an estimated amount of $64,400.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of $161,000.00.

BACKGROUND / DISCUSSION:
This contract will allow window washing at various City facilities.

SELECTION SUMMARY:
Solicitation was advertised on October 5, 2021 and October 12, 2021. The solicitation was posted on City website on October 5, 2021. The email (Purmail) notification was sent out on October 7, 2021. There were a total of thirty-seven (37) views online, one (1) bid was received being from a local supplier. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:
An increase of $42,080.00 for the initial term, which represents a 77.18% increase due to price increases and additional services.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $96,600.00
Funding Source: General Fund
Account: 532 – 1000 – 532000 – 31040 – P3120

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Streets and Maintenance
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

1-19-22

Richard J. Bristol, Streets and Maintenance Director

COUNCIL PROJECT FORM
(LOW BID)
**********POSTING LANGUAGE BELOW**********

Please place the following item on the **CONSENT** agenda for the Council Meeting of **February 1, 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:

The award of solicitation 2022-0005 Window Washing Services to Bella Luna Engineering and Building Maintenance for a three (3) year term for an estimated amount of $96,600.00. The award also includes a two (2) year option for an estimated amount of $64,400.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of $161,000.00. This contract will allow window washing at various City facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of $42,080.00 for the initial term, which represents a 77.18% increase due to price increases and additional services.

Department:	Streets and Maintenance
Vendor:	Bella Luna Engineering and Building Maintenance El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	$32,200.00
Initial Term Estimated Award:	$96,600.00 (3 years)
Total Estimated Award:	$161,000.00 (5 years)
Account No.:	532 – 1000 – 532000 – 31040 – P3120
Funding Source:	General Fund
District(s):	All

This is a Best Value, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Bella Luna Engineering and Building Maintenance, the sole bidder offering the best value bid.

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

**********ADDITIONAL INFO BELOW**********

Committee Scoresheet

CITY OF EL PASO BEST VALUE SCORESHEET

PROJECT: 2022-0005 WINDOW WASHING SERVICES

Evaluation of Submittal

	MAX POINTS	Bella Luna Engineering and Building Maintenance		
Factor A - Price	35	35.00		
Factor B - Experience - Comparable Contracts	30	30.00		
Factor C - References	25	16.67		
Factor D – Employee Medical Benefits and Incentives	10	0.00		
TOTAL SCORE	**100**	**81.67**		

CITY OF EL PASO
BID TABULATION FORM

Project Name: Window Washing Service | **Solicitation #: 2022-0005**

Bid Opening Date: November 3, 2021 | **DEPARTMENT: Streets and Maintenance**

			Bella Luna Engineering and Building Maintenance El Paso, TX Bidder 1 of 1								
GROUP I - BI ANNUAL SERVICE											
ITEM NO.	LOCATION	PRICE PER SERVICE FOR BUILDING (Unit Price) (A)	ESTIMATED ANNUAL SERVICES (B)	ANNUAL TOTAL (C = A X B) (C)	3-YR TOTAL (D = C X 3) (D)	PRICE (B)	ANNUAL TOTAL (C = A X B) (C)	3-YR TOTAL (D = C X 3) (D)	PRICE (B)	ANNUAL TOTAL (C = A X B) (C)	3-YR TOTAL (D = C X 3) (D)
1.	City 1 - 300 N. Campbell - 1st and 2nd Floors	$2,100.00	2	$4,200.00	$12,600.00						
2.	City 2 - 218 N. Campbell - 1st, 2nd, 3rd, 4th, & 5th Floors	$2,500.00	2	$5,000.00	$15,000.00						
3.	City 3 - 801 Texas Ave - 1st, 2nd & 3rd Floors	$1,300.00	2	$2,600.00	$7,800.00						
4.	City 4 - 811 Texas Ave - 1st Floor	$200.00	2	$400.00	$1,200.00						
5	Central Fire Building - 201 South Florence - 1st, 2nd & 3rd Floors	$1,500.00	2	$3,000.00	$9,000.00						
6	Municipal Service Center - 1059 Lafayette Building 3, 2nd Floor Only	$250.00	2	$500.00	$1,500.00						
7	PD Westside Regional Command Center - 4801 Osborne Street - 1st & 2nd Floors	$800.00	2	$1,600.00	$4,800.00						
8	PD Central Regional Command Center - 600 E. Overland - 1st, 2nd & 3rd Floors	$1,500.00	2	$3,000.00	$9,000.00						
9	Police Headquarters - 911 N. Raynor - 1st, 2nd & 3rd Floors	$625.00	2	$1,250.00	$3,750.00						
10	Museum of History - 510 N. Santa Fe - 1st & 2nd Floors	$825.00	2	$1,650.00	$4,950.00						
Group I Total (Items 1 - 10)				$23,200.00	$69,600.00						

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved:_____/s/_____

Date: 11/8/2021

CITY OF EL PASO
BID TABULATION FORM

Project Name: Window Washing Service | **Solicitation #: 2022-0005**

Bid Opening Date: November 3, 2021 | **DEPARTMENT: Streets and Maintenance**

			Bella Luna Engineering and Building Maintenance El Paso, TX Bidder 1 of 1								
GROUP II - ON-DEMAND SERVICE											
ITEM NO.	**DESCRIPTION**	**PRICE PER SERVICE FOR BUILDING (Unit Price) (A)**	**ESTIMATED ANNUAL SERVICES (B)**	**ANNUAL TOTAL (C = A X B) (C)**	**3-YR TOTAL (D = C X 3) (D)**	**PRICE (B)**	**ANNUAL TOTAL (C = A X B) (C)**	**3-YR TOTAL (D = C X 3) (D)**	**PRICE (B)**	**ANNUAL TOTAL (C = A X B) (C)**	**3-YR TOTAL (D = C X 3) (D)**
1.	Interior Window Washing	$20.00	200	$4,000.00	$12,000.00						
2.	Exterior Window Washing	$25.00	200	$5,000.00	$15,000.00						
Group II Total (Items 1 - 2)				$9,000.00	$27,000.00						
Grand Total (Groups I and II)				$32,200.00 Bidder's Total $69,600.00	$96,600.00 Bidder's Total $27,000.00						

Approved:_____/s/_____

Date: 11/8/2021

CITY OF EL PASO
BID TABULATION FORM

Project Name: Window Washing Service | **Solicitation #: 2022-0005**

Bid Opening Date: November 3, 2021 | **DEPARTMENT: Streets and Maintenance**

	Bella Luna Engineering and Building Maintenance El Paso, TX Bidder 1 of 1		
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:			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT	X		
NO OPTION OFFERED			
Amendments Acknowledged:	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:11/8/2021

2022-0005 Window Washing Services

Bidder's List

Bella Luna Engineering
PO Box 963038
El Paso, TX 79996

Sun City Powerwash
15420 Hunnicutt Rd.
El Paso, TX 79938

A-One Janitorial LLC
501 East River Ave.
El Paso, TX 79902

Dyna Four Inc. dba ServPro of West El Paso
4717 Osbourne Ste. 500
El Paso, TX 79922

K Clean Sweep Rite Inc.
11450 James Watt Dr., Suite C-7
El Paso, TX 79936

Hector's Window Cleaning Services
5832 Acacia Cir #623
El Paso, TX 79912

Fish Window Cleaning
300 Thunderbird Dr.
El Paso, TX 79912

2022-0005 Window Washing Services

Richard Bristol, Director, Streets and Maintenance

February 1, 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 Initial Procurement

- Purchase of Window Washing Services
- Scheduled and On Demand
- Services include exterior and interior window washing and cleanup including all materials, supplies and equipment required to complete work
- Buildings include City 1, 2, 3, 4, Central Fire Building, MSC (East), PD WRCC, PD CRCC, PD HQ, History Museum,
- Best Value Procurement

2022-0005 Window Washing Services

Contractor	**Bella Luna Engineering and Building Maintenance**
Initial Term & Award	3 years; $96,600.00
Option	2 years; $64,400.00
Funding Source	General Fund
Account No.	532-1000-532000-31040-P3120

Mission

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

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

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

File #: 22-156, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to have the El Paso Library Services create a section in each library composed of banned books to be made available to all residents of El Paso.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: February 1, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Alexsandra Annello, 212-0002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments)

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

Discussion and action to direct the City Manager to have the El Paso Library Services create a section in each library composed of banned books to be made available to all residents of El Paso.

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?

State of Texas leadership has banned literary classics from schools such as but is not limited to the following:

***To Kill a Mockingbird* by Harper Lee**
***Of Mice and Men* by John Steinbeck**
***The Hate U Give* by Angie Thomas**
***Middlesex* by Jeffrey Eugenides**
***The Handmaid's Tale* by Margaret Atwood**
***And Still I Rise : Black America since MLK* : an illustrated chronology by Henry Louis Gates, Jr.**
***The Indian Removal Act and the Trail of Tears* by Susan E. Hamen**
***Stamped from the Beginning : the Definitive History of Racist Ideas* in America by Ibram X. Kendi and Jason Reynolds**

It is important to make sure titles such as these available to all residents because of their thought-provoking nature and ability to advance educational attainment.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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

RESOLUTION

WHEREAS, books and reading materials from a range of thought are crucial for the educational advancement of students and adults in this modern era; and

WHEREAS, the lack of such reading resources will hinder new growth and thought, negatively impacting our public schools, universities, workforce, and economy; and

WHEREAS, Texas state officials in leadership positions this past October have begun questioning books and reading materials in public schools, particularly those relating to race and sexuality, including Pulitzer Prize winning books and authors; and

WHEREAS, everyone in our community has the right to read whichever book they choose, including books pertaining to race, sexuality, immigration, LGBTQ items, and beyond; and

WHEREAS, the books in jeopardy of being banned tell the stories of people of color and are the stories of the marginally oppressed which should be included in the education of all people; and

WHEREAS, the power of words and books should be used to open the eyes and the world of younger generations; and

WHEREAS, if young people are not encouraged to read the truths of history in school, the El Paso Public Library system can be a resource to their growth and understanding; and

WHEREAS, we have an obligation to make sure all stories are heard. When we talk about inclusivity, we mean that we are one community, that we make sure the voices of all our constituents are represented through diverse storytelling; and

WHEREAS, the over 800 books at risk of being inaccessible to Texas students, by Texas State leadership, include notable titles, such as:

To Kill a Mockingbird by Harper Lee
Of Mice and Men by John Steinbeck
The Hate U Give by Angie Thomas
Middlesex by Jeffrey Eugenides
The Handmaid's Tale by Margaret Atwood
And Still I Rise: Black America since MLK: an illustrated chronology by Henry Louis Gates, Jr.
The Indian Removal Act and the Trail of Tears by Susan E. Hamen
Stamped from the Beginning : the Definitive History of Racist Ideas in America by Ibram X. Kendi and Jason Reynolds

WHEREAS, it would serve a municipal purpose to provide the above mentioned book section in order to facilitate the reading interests of El Paso's citizens.

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

That the City Manager, through the El Paso Public Libraries, will collaborate with the YWCA regarding the list of "Banned Books" and to make the books that are in the Library system readily available for the public in El Paso Public Libraries in a permanent section, easily searchable and to make the list available to the public at each library.

APPROVED this ____ day of _____ 2022.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Karla Munoz, Assistant City Attorney

22-1019-306|1149070_2 | Resolution YWCA Banned Books | KM

File #: 22-157, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution to modify the eligibility criteria for reduced fares from Sun Metro riders experiencing a Serious Mental Illness (SMI) and related conditions, as well as a modification to the medical certification letter requirements for applicants with medical conditions and disabilities as well as adding new eligibility criteria to the reduced fare program for individuals in court mandated drug rehabilitation therapy.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: February 1, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Alexsandra Annello, 212-0002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 7 - Enhance and Sustain El Paso's Infrastructure Network)

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

Discussion and action to approve a resolution to modify the eligibility criteria for reduced fares from Sun Metro riders experiencing a Serious Mental Illness (SMI) and related conditions, as well as a modification to the medical certification letter requirements for applicants with medical conditions and disabilities as well as adding new eligibility criteria to the reduced fare program for individuals in court mandated drug rehabilitation therapy.

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

This resolution would expand the categories and conditions listed within those categories of Sun Metro's reduced fare program. There is currently a list of qualifying health disorders in the Sun Metro Disability application – Section 8. The current language needs to be modified to compel approval for Serious Mental Illnesses such as Schizophrenia, PTSD and Bipolar disorder in line with the "Adult Mental Health Priority Population" definition used in the Texas Administrative Code.

This resolution would also add an entirely new eligibility section to the reduced fare application for individuals who are enrolled in drug rehabilitation therapy mandated by court orders.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

N/A

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

N/A

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

Resolution

Whereas, Strategic Goal 7 of the City of El Paso is to implement and activate programing that supports and promotes multimodal transportation; and

Whereas, Sun Metro is a public transportation provider that offers reduced fares for individuals with disabilities; and

Whereas, it is important to bring the definitions used by Sun Metro in determining eligibility for reduced fairs in line with the Adult Mental Health Priority Population ("AMHPP") definition used by the State of Texas; and

Whereas, the Texas Administrative Code defines Adult Mental Health Priority Population as adults who have severe and persistent mental illnesses such as schizophrenia, major depression, bipolar disorder, post-traumatic stress disorder, obsessive compulsive disorder, anxiety disorder, attention deficit/hyperactivity disorder, delusional disorder, bulimia nervosa, anorexia nervosa, or other severely disabling mental disorders which require crisis resolution or ongoing and long-term support and treatment.; and

Whereas, the expansion of the reduced fare eligibility to those who are enrolled in a drug rehabilitation therapy would remove transportation impediments to the individual from receiving such treatment; and

Whereas, it is the mission of Sun Metro to provide transportation services as widely and as equitably as possible; and

Whereas, the City of El Paso finds that reduced fares to El Pasoans suffering from mental health conditions, syndromes and offering the same reduced fare to El Pasoans recovering from addiction constitutes an important public benefit to the citizens of El Paso;

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

THAT Sun Metro will expand its eligibility criteria in the Application for Disability Identification Card to include the following language after the "Organic brain syndrome/emotionally disturbed" category:

> "Adults who have severe and persistent mental illnesses which require crisis resolution or ongoing and long-term support and treatment such as schizophrenia, major depression, bipolar disorder, post-traumatic stress disorder, obsessive compulsive disorder, anxiety disorder, attention deficit/hyperactivity disorder, delusional disorder, or other severely disabling mental disorders."

THAT Sun Metro will add a new Section to the Application for Disability Identification Card to include eligibility for those who are enrolled in drug rehabilitation therapy, as mandated by court orders based upon the following criteria:

1. The individual attending a drug rehabilitation program must be enrolled:

    a. with a Licensed Chemical Dependency Counselor;

    b. be current with all appointments; and

    c. have court orders in file that mandate the applicant to receive treatment.

THAT language shall be added to the Application for Disability Identification Card that approves people applying for reduced fares on the basis of their being diagnosed with such conditions by a medical certification letter as required by the reduced fare application;

THAT licensed professionals from whom Certification letters would be acceptable for purposes of determining eligibility for Reduce Fares will include the following:

1. Nurse Practitioners (NPs),
2. Clinical Nurse Specialists (CNSs),
3. Physician Assistants (PAs),
4. Licensed Chemical Dependency Counselors (LCDCs),
5. Medical Doctors [MDs], and
6. Doctors of Osteopathy [DOs]

In addition to any currently authorized licensed professionals on Sun Metro's Reduced Fare application.

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

THAT the above actions, as specified in this Resolution, will be implemented before the 4th Quarter of Fiscal Year 2022.

APPROVED this ___ day of _____, 20___.

CITY OF EL PASO, TEXAS:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Sr. Assistant City Attorney

File #: 22-135, **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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Discussion and action on a Resolution approving the removal of Christian Honsaker from the Board of Directors of the El Paso Housing Finance Corporation.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: February 1, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Mayor Oscar Leeser
(915) 212-0021

DISTRICT(S) AFFECTED: All

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

SUBJECT:

Discussion and action on a Resolution approving the removal of Christian Honsaker from the Board of Directors of the El Paso Housing Finance Corporation.

BACKGROUND / DISCUSSION:

The El Paso Housing Finance Corporation's Articles of incorporation (Article VI) allow a board member to be removed with our without cause by written resolution of the City Council.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

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

RESOLUTION

WHEREAS, the Housing Finance Corporation Act, Chapter 394 Local Government Code authorizes the creation of a Housing Finance Corporation; and

WHEREAS, the City of El Paso has approved the incorporation of the El Paso Housing Finance Corporation pursuant to the Housing Finance Corporations Act, which incorporation took place in 1979; and

WHEREAS, the Articles of Incorporation and the Articles of Amendment of the El Paso Housing Finance Corporation provide for appointment and removal of members of the Board of Directors by written resolution of the governing body of the City of El Paso, Texas.

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

Christian Honsaker is hereby removed from the Board of Directors of the El Paso Housing Finance Corporation.

APPROVED this _____ day of _____ , 2022.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Karla M. Nieman
City Attorney

File #: 22-122, **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 Zina Silva, (915) 212-4306

AGENDA LANGUAGE:

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

Update on the Cite and Release as requested by the City Manager to provide quarterly reports to City Council regarding the cite and release program for the purposes of transparency and to provide data regarding citations being issued and when discretionary arrests are used in lieu of citation. Said reports must be submitted within 45 days after the end of the quarter for 24 months after the implementation of the program. The report should not include any information that would jeopardize any ongoing criminal investigation or prosecution, or include any sensitive, witness, or crime tip information. The report should include the following data for each instance:

1. The documented reason for the stop or arrest;
2. The reason for the discretionary use of arrest (including but not limited to: outstanding warrants, intoxicated individual, uncooperative individual, not a resident of the County of El Paso, habitual offender);
3. The race and ethnicity of the person; and
4. The general location, such as the region or zip code of the incident

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

DEPARTMENT:	Police
AGENDA DATE:	February 1, 2022
CONTACT PERSON NAME AND PHONE NUMBER:	Assistant Chief Z. Silva 212-4306
DISTRICT(S) AFFECTED:	All
STRATEGIC GOAL:	NO. 2: Set the Standard for a Safe and Secure City
SUBGOAL:	**N/A**

SUBJECT:
Update on the Cite and Release as requested by the City Manager to provide quarterly reports to City Council regarding the cite and release program for the purposes of transparency and to provide data regarding citations being issued and when discretionary arrests are used in lieu of citation. Said reports must be submitted within 45 days after the end of the quarter for 24 months after the implementation of the program. The report should not include any information that would jeopardize any ongoing criminal investigation or prosecution, or include any sensitive, witness, or crime tip information. The report should include the following data for each instance:

1. The documented reason for the stop or arrest;
2. The reason for the discretionary use of arrest (including but not limited to: outstanding warrants, intoxicated individual, uncooperative Individual, not a resident of the County of El Paso, habitual offender);
3. The race and ethnicity of the person; and
4. The general location, such as the region or zip code of the incident

BACKGROUND / DISCUSSION:
House Bill 2391 authorizes a peace officer charging a person with certain Class A or Class B misdemeanors to issue a citation with written notice of a later time and place to appear before the magistrate instead of taking the person immediately before the magistrate if that person resides in the county where the offense occurred ("cite and release")

PRIOR COUNCIL ACTION:
May 12th, 2020, Council signed a resolution authorizing the City Manager to "..direct and implement a cite and release program under Texas Code of Criminal Procedure Section 14.06© for Class A and B misdemeanor possession of marijuana violations. Said program is to be implemented no later than September 1, 2020."

AMOUNT AND SOURCE OF FUNDING: N/A

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

DEPARTMENT HEAD: Assistant Chief Zina Silva

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

PPS FORM 001, Rev. 3, 8/9/2016
(Discard Previous Versions)

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

To: El Paso City Council
Date: December 10, 2021
Subject: Cite and Release 09.01.21-11.30.21

Cite and Release Data	Persons		TD
Officer Use of Arrest	151	90%	925
Accepted Cite and Release	16	10%	187
Under Investigation	0	0%	1
Totals	167	100%	1113

* As of September 2020 to Present, 61 of the 1,113 persons have been arrested for marijuana on more than one occasion.
*5 Drug Free Zone Use of Arrest were not included in FY2021.

Documented Reason For Stop or Arrest	Persons		TD
Self-Initiated	113	68%	790
Dispatched Call for Service	51	30%	313
Search Warrant	3	2%	10
Totals	167	100%	1113

Reason for Use of Arrest	Persons		TD
Other Charges	104	69%	684
Habitual Offender	6	4%	26
Officer Discretion	3	2%	23
Uncooperative Individual	6	4%	40
Intoxicated	1	<1%	16
Does not Reside in El Paso	2	1%	13
"Long Route" pending testing	6	4%	23
Narcotics Case	15	10%	48
Outstanding Warrants	0	0%	16
Admitted to Hospital	1	<1%	9
Confirmed Gang Member	0	0%	4
Use of Force	0	0%	1
Drug-Free Zone	7	5%	10
Totals	151	100%	913

* Percentages did not include decimals for calculation.
* Difference of 12 in Reason for Use Arrest due to juveniles not accepted into the program.

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 1

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

Race and Ethnicity of the Person for 1st Quarter of FY2022

Race	Total **Defendants**	Percentage of Total # **Defendants**	Total **Officers**	Percentage of Total # **Officers**
Hispanic/Latino	123	74%	206	84%
White	15	9%	27	11%
Black	29	17%	11	4%
Asian or Pacific Islander	0	0%	2	<1%
Alaska Native or Native American	0	0%	0	0%
Totals	167	100%	246	100%

Race and Ethnicity of the Person Year to Date

Race	Total **Defendants**	Percentage of Total # **Defendants**	Total **Officers**	Percentage of Total # **Officers**
Hispanic/Latino	814	73%	1364	82%
White	147	13%	199	12%
Black	150	14%	82	5%
Asian or Pacific Islander	2	<1%	24	1%
Alaska Native or Native American	0	0%	1	<1%
YTD Total	1113	100%	1670	100%

* Officer totals reflect the races/ethnicities of both officers in full crews from Dec 2020 onward.

Total Possession of Marijuana Cases by Regional Command **TD**

PHRC	47	28%	349
NERC	19	11%	131
CRCC	43	26%	237
MVRC	35	21%	209
WSRC	23	14%	181
Out of Jurisdiction	0	0%	6
Totals	167	100%	1113

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 2

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

Total Possession of Marijuana Cases by City Rep. District

			TD
District 1	15	9%	101
District 2	20	12%	132
District 3	16	10%	147
District 4	12	7%	76
District 5	6	4%	73
District 6	18	11%	124
District 7	42	25%	212
District 8	37	22%	241
Out of Jurisdiction	1	<1%	7
Totals	167	100%	1113

Total Cite and Release Cases by Month

	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	**Total**
Accepted Cases	28	10	23	22	11	10	
Total Cases	104	103	83	113	78	77	
	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	**Total**
Accepted Cases	19	6	10	7	16	9	
Total Cases	93	68	50	59	61	57	
	21-Sep	21-Oct	21-Nov	21-Dec			**Total**
Accepted Cases	5	5	6				187
Total Cases	35	70	62				1113

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 3

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

Other Charges Category **TD**

Other Charges	Quarterly Total 180	Percentage	Total 1,132
EXEC OF TRAFFIC WARRANT	19	11%	132
POSS CS PG 2 <1G	11	6%	97
POSS CS PG 1 <1G	14	8%	95
POSS CS PG 1 >=1G<4G	11	6%	71
EXEC OF CRIMINAL WARRANT	12	7%	65
POSS CS PG 2 >= 4G<400G	4	2%	55
POSS CS PG 3 <28G	4	2%	49
UNL CARRYING WEAPON	15	8%	49
DRIVING WHILE INTOXICATED	7	4%	38
POSS CS PG 2 >= 1G<4G	7	4%	38
MAN DEL CS PG 2 OR 2-A >= 4G<400G	2	1%	31
RESIST ARREST SEARCH OR TRANSPORT	9	5%	38
MAN DEL CS PG 1>= 4G<200G	2	1%	28
POSS CS PG 1 >=4G<200G	8	4%	31
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE	2	1%	17
EVADING ARREST DET W/VEH	3	2%	18
TAMPER/FABRICATE PHYS EVID W/INTENT TO IMPAIR	1	<1%	16
DRIVING WHILE INTOXICATED BAC >=0.15	2	1%	14
AGG ASSAULT W/DEADLY WEAPON	0	0%	11
MAN DEL CS PG 1 <1G	0	0%	11
POSS DRUG PARAPHERNALIA/ CLASS C	0	0%	11
BURGLARY OF VEHICLE	0	0%	9
EVADING ARREST DETENTION	4	2%	12
INTERFER W/PUBLIC DUTIES	1	<1%	9
MAN DEL CS PG 2 OR 2-A>=1G<4G	0	0%	7
CRIMINAL TRESPASS	0	0%	7
MAN DEL CS PG 1 >=1G<4G	1	<1%	7
MAN DEL CS PG 2 OR 2-A <1G	0	0%	6
AGG ROBBERY	0	0%	5

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 4

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

UNAUTH USE OF VEHICLE (NO LAWFUL ACCESS)	1	<1%	6
AGG ASSAULT AGAINST PUBLIC SERVANT	0	0%	4
ASSAULT FAM/HOUSE MEM IMPEDE BREATH/CIRCULAT	1	<1%	5
PUBLIC INTOXICATION	1	<1%	5
UNL POSS FIREARM BY FELON	2	1%	6
ABANDON ENDANGER CHILD CRIMINAL NEGLIGENCE	0	0%	3
ALCOHOL MINOR POSSESSION	0	0%	3
ASSAULT PEACE OFFICER/JUDGE (SIMPLE ASSAULT)	2	1%	5
CRIMINAL MISCHIEF	0	0%	3
DEL MARIJ <= 1/4 OZ REMUNERATION	0	0%	3
FAIL TO IDENTIFY FUGITIVE FROM JUSTICE	3	2%	6
MAN DEL CS PG 3/4 <28 G	0	0%	3
THEFT <$100 (CLASS C)	3	2%	6
ALCOHL/OPEN CONT IN VEH	0	0%	2
ALCOHL/URBN DIST OPEN CONTAINER	0	0%	2
ASSAULT ON PUBLIC SERVANT	1	<1%	3
BURGLARY OF BUILDING	1	<1%	3
CONTINUOUS VIOLENCE AGAINST THE FAMILY	0	0%	2
CREDIT CARD OR DEBIT CARD ABUSE	0	0%	2
CRIM TRESPASS HABIT/SHLTR/SUPRFUND/INFSTRT	0	0%	2
DRIVING WHILE INTOXICATED 2ND	1	<1%	3
DRIVING WHILE INTOXICATED 3RD OR MORE	0	0%	2
EVADING ARREST DET W/PREV CONVICTION	0	0%	2
FAIL TO IDENTIFY GIVING FALSE FICTICIOUS INFO	2	1%	4
INJURY CHILD/ELDERLY/DISABLED RECKLESS BODILY INJ	0	0%	2

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 5

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

PAROLE VIOLATION	2	1%	4
POSS DANGEROUS DRUG	1	<1%	3
RACING ON HIGHWAY	0	0%	2
ROBBERY	0	0%	2
THEFT CLASS C (SHOPLIFTING)	1	<1%	3
THEFT OF VEHICLE	0	0%	2
UNLAWFUL RESTRAINT	1	<1%	3
VIOL BOND/PROTECTIVE ORDER	0	0%	2
ALCOHOL MINOR POSSESSION	0	0%	1
Assault-Family Violence-Contact/Class C	0	0%	1
BURGLARY OF VEHICLE W/2+ CONV IAT	0	0%	1
CURFEW/PUBLIC PLACE-JUVENILE	0	0%	1
DEADLY CONDUCT DISCHARGE FIREARM	0	0%	1
DEL MARIJ >1/4 OZ<=5LBS	0	0%	1
DEL MARIJ 1/4OZ<5LB DFZ IAT	0	0%	1
DISCHARGE FIREARM IN CERTAIN MUNICIPALITIES	1	<1%	2
DRIVING WHILE INTOXICATED-UNDER 21	0	0%	1
ESCAPE FROM CUSTODY	2	1%	3
EVADING ARREST DETENTION W/VEH OR WATERCRAFT	0	0%	1
FORGERY	0	0%	1
FRAUD USE/POSS OF IDENTIFYING INFO # OF 5<10	0	0%	1
FRAUD USE/POSS OF IDENTIFYING INFO # OF ITEMS 10<50	0	0%	1
FUGITIVE FROM JUSTICE	2	1%	3
INJURY CHILD/ELDERLY/DISABLE W/INT BODILY INJ (AGG ASSAULT)	0	0%	1
MAN DEL CS PG 1 >=200G<400G	0	0%	1
MAN DEL CS PG1A<20AU	0	0%	1
MURDER	0	0%	1
POSS CS PG 1A >=20<80AU	1	<1%	2
POSS CS PG2<28G	0	0%	1
POSS DEL DRUG PARAPHERNALIA	0	0%	1

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 6

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

POSS/MNF NARC. OR NARC. PARAPHERNALIA	0	0%	1
RACING ON HIGHWAY CAUSING BODILY INJURY	0	0%	1
RECKLESS DRIVING	0	0%	1
TERRORISTIC THREAT CAUSE FEAR OF IMMINENT SBI	0	0%	1
TERRORISTIC THREAT OF FAMILY/HOUSEHOLD	0	0%	1
THEFT PROP>=$100<$750 (ALL OTHER THEFTS)	2	1%	3
VIOL BOND/PROTECTIVE 2+ TIMES W/I 12 MO	0	0%	1
DISORDERLY CONDUCT	1	<1%	1
DRIVING WHILE INTOXICATED/OPEN ALCH CONTAINER	1	<1%	1
ASSAULT OF PREGNANT PERSON	2	1%	2
THEFT OF FIREARM	1	<1%	1
MAN DEL CS PG 1-B >=4G<200G	1	<1%	1
INTOXICATION ASSAULT W/VEHICLE SBI	1	<1%	1
DRIVING WHILE INTOXICATED WCHILD UNDER 15 YOA	1	<1%	1
POSS CS PG 1/1-B<1G	1	<1%	1
POSS CS PG 1/1-B>=4G<200G	1	<1%	1

* Percentages did not include decimals for calculation.

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 7

Cite and Release Program

September 1– November 30, 2021

GOAL 2 – SAFE AND SECURE CITY

Assistant Chief Z. Silva

Resolution Signed on 5/12/2020

CITY CLERK DEPT
'20 MAY 13 PM2:22

RESOLUTION

WHEREAS, in 2007, the 80th Texas Legislature passed House Bill 2391, which amended the Texas Code of Criminal Procedure Section 14.06 relating to the appearance of certain misdemeanor offenders before a magistrate; and

WHEREAS, House Bill 2391 authorizes a peace officer charging a person with certain Class A or Class B misdemeanors to issue a citation with written notice of a later time and place to appear before the magistrate instead of taking the person immediately before the magistrate if that person resides in the county where the offense occurred ("cite and release"); and

WHEREAS, House Bill 2391 enumerated certain misdemeanors to include Class A and Class B misdemeanor possession of marijuana; and

WHEREAS, arrests for misdemeanor possession of marijuana result in a significant drain on the police department, requiring countless man hours and tax dollars to arrest, transport, and book each alleged offender; and

WHEREAS, the City Council still seeks to further the goals of reducing jail population for non-violent offenders and reducing the time officers spend on jail processing procedures, a cite and release program for Class A and Class B misdemeanor possession of marijuana is in the best interest of the City of El Paso and its citizens.

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

SECTION 1. That the City Manager is directed to implement a cite and release program under Texas Code of Criminal Procedure Section 14.06(c) for Class A and B misdemeanor possession of marijuana violations. Said program is to be implemented no later than September 1, 2020.

SECTION 2. That the City Manager and Police Staff continue conversations with the El Paso District Attorney's Office, the El Paso Sheriff's Office, County Courts, and other stakeholders with respect to the implementation of the cite and release program and provide an update to City Council in July 2020.

SECTION 3. That the City Manager provide quarterly reports to City Council regarding the cite and release program for the purposes of transparency and to provide data regarding citations being issued and when discretionary arrests are used in lieu of citation. Said reports must be submitted within 45 days after the end of the quarter for 24 months after the implementation of the program. The report should not include any information that would jeopardize any ongoing criminal investigation or prosecution, or include any sensitive, witness, or crime tip information. The report should include the following data for each instance:

1. The documented reason for the stop or arrest;
2. The reason for the discretionary use of arrest (including but not limited to: outstanding warrants, intoxicated individual, uncooperative individual, not a resident of the County of El Paso, habitual offender);
3. The race and ethnicity of the person; and
4. The general location, such as the region or zip code of the incident.

APPROVED this 12th day of May, 2020.

THE CITY OF EL PASO:

Dee Margo
Mayor

ATTEST:

Definitions

- Juvenile – An individual 16 years of age and younger.
- Adult – An individual 17 years of age and older.

CITE AND RELEASE PROGRAM

The purpose of the Cite and Release Program is to release offenders from custodial arrest in an efficient manner for Possession of Marijuana cases A and B only

Class B – 2 ounces or less
Class A – 4 ounces or less but more than 2 ounces

A person is considered eligible for Cite and Release if:

1. They are an adult, age 17 or older (no juveniles under the age of 17)
2. They are detained for Possession of Marijuana (Class A or B misdemeanor), for which the officers would have probable cause to make an arrest;
3. They possess sufficient identifying information at the time of detention
4. They reside in the County of El Paso, Texas;
5. There is reasonable belief the offender will appear in court

CITE AND RELEASE CITATION

City of El Paso, Texas
El Paso Police Department

Cite and Release Citation

EPPD Case No. : _____ Citation No. 20-0100

I agree to answer this citation by appearing at my arraignment hearing at County Court, 500 E. San Antonio, 8th Floor, room #806 El Paso County Courthouse on the (2nd Wednesday) of next month; _____, _____ 20_____ at 1PM

Signing of this citation is not an admission of guilt.

X_____

DEFENDANT'S SIGNATURE

By signing above, I agree to be contacted at the phone number and email address provided for purposes related to this citation. If I do not appear for my arraignment hearing, a WARRANT FOR MY ARREST WILL BE ISSUED. For further information: County Court Administration (915) 546-2093 or www.epcounty.com/courts/courtadmin.htm

Date / /	Time (AM/PM)

Defendant Name (Print)
LAST FIRST MIDDLE

RESIDENCE ADDRESS

CITY	ZIP CODE	PHONE

BUSINESS ADDRESS (OR SCHOOL ATTENDING)

CITY	ZIP CODE	BUSINESS PHONE

SEX	HAIR	EYES	HEIGHT/WEIGHT	DATE OF BIRTH

DRIVER'S LICENSE #	STATE	SOCIAL SECURITY NUMBER

EMAIL ADDRESS

If the citation is the result of a vehicle traffic stop the officer shall complete the below Racial Profiling information

Result of Traffic Stop? Y ☐ N ☐	Search Y ☐ N ☐	Consent Y ☐ N ☐	Contraband Y ☐ N ☐	Race known prior to stop: Y ☐ N ☐

Race/Ethnicity: White Black Hispanic/Latino Asian/Pacific Islander Alaska Nat./Amer.Indian

Reason for Stop: Violation of Law Pre-Existing Moving Violation Traffic Violation

Reason for Search: Consent PC N/A Plain View Inventory Incident to Arrest

Description of Contraband: Drugs Currency Weapons Alcohol Stolen Prop. Other N/A

Was Physical Force Resulting in Bodily Injury Used During the Stop? Y ☐ N ☐

Approx. Location of Stop: City St. County Rd US Highway State Highway Private/Other

VIOLATION CHARGED

BASED UPON THE INFORMATION CONTAINED THEREIN. A COMPLAINT WILL BE FILED AGAINST YOU FOR THE VIOLATION INDICATED BELOW

☐ OFFENSE: **Class B** – Possession of Marijuana 2 oz or less

☐ OFFENSE: **Class A** – Possession of Marijuana 4 oz or less but more than 2 oz

ADDRESS OF OFFENSE:

OFFICER	ID NO.	REGION	DISTRICT

X_____

OFFICER'S SIGNATURE

CITE AND RELEASE INELIGIBILITY

- CONFIRMED GANG MEMBER
- USE OF FORCE
- UNCOOPERATIVE INDIVIDUAL
- HABITUAL OFFENDER (3 OR MORE MISDEMEANORS AND/OR FELONIES)
- OUTSTANDING WARRANTS
- INTOXICATED INDIVIDUAL/UNDER THE INFLUENCE
- OTHER CHARGES

Arrested and Accepted Cases – September 2021 To November 2021

	September 2021	October 2021	November 2021	Total
Accepted Cite and Release Program	5	5	6	16
Officer Use of Arrest	30	65	56	151
Totals	35	70	62	167

35 Possession of Marijuana cases for September – **5** cases accepted into the program (14%)
70 Possession of Marijuana cases for October – **5** cases accepted into the program (7%)
62 Possession of Marijuana cases for November – **6** cases accepted into the program (10%)
167 Possession of Marijuana cases Total – **16** cases accepted into the program Total (10%)

Call Types For All Cases – September 2021 to November 2021

	September 2021	October 2021	November 2021	Total
Dispatched Calls for Service	13	15	23	51
Self Initiated	22	52	39	113
Search Warrant	0	3	0	3
Totals	35	70	62	167

35 Possession of Marijuana cases for September – **22** cases were self-initiated (63%)
70 Possession of Marijuana cases for October – **52** cases were self-initiated (74%)
62 Possession of Marijuana cases for November – **39** cases were self-initiated (63%)
167 Possession of Marijuana cases Total – **113** cases were self-initiated (68%)

Call Types For Accepted Cases – September 2021 to November 2021

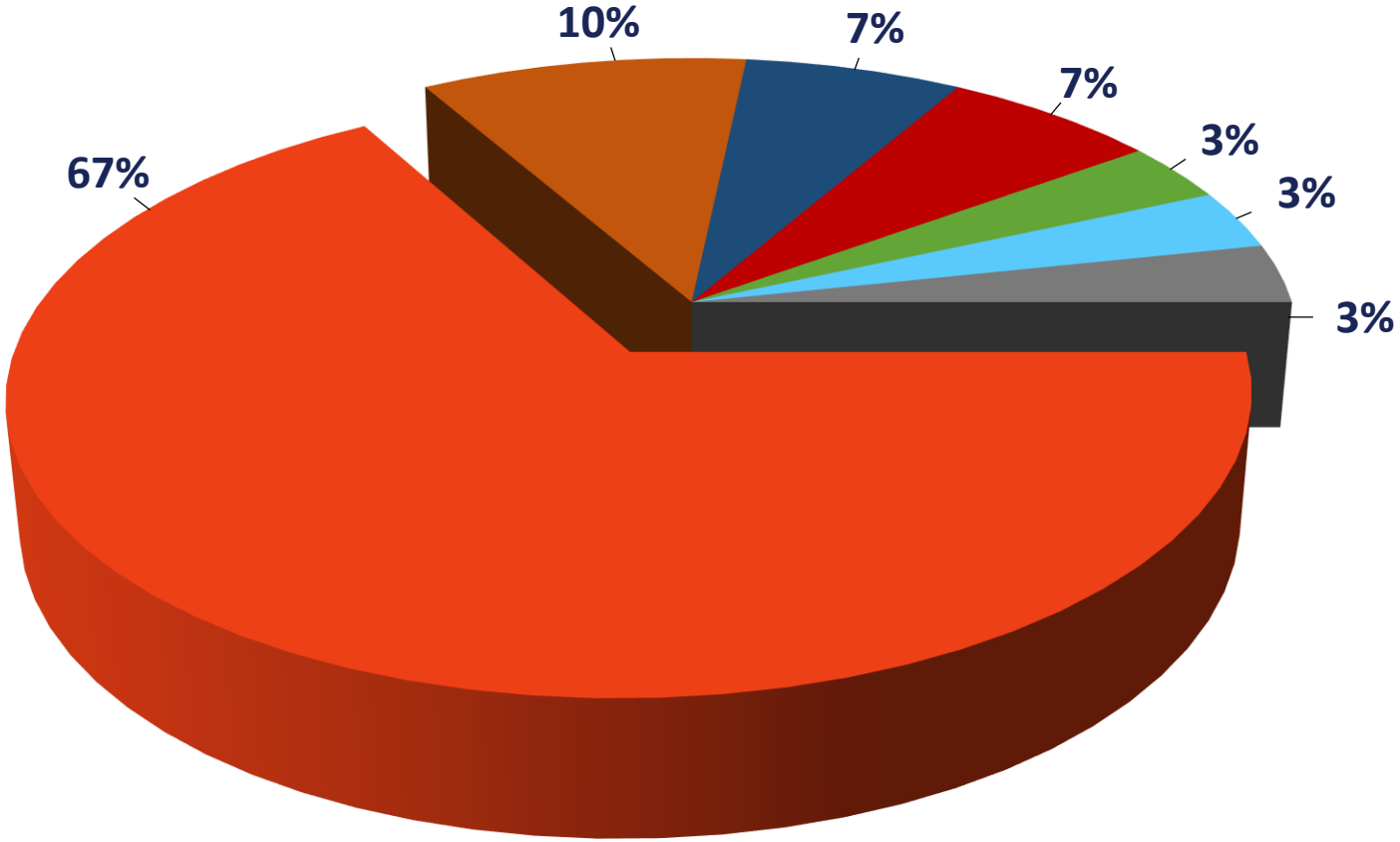
	September 2021	October 2021	November 2021	Total
Dispatched Calls for Service	1	0	0	1
Self Initiated	4	5	6	15
Totals	5	5	6	16

5 accepted cases for September – **4** cases were self-initiated (80%)
5 accepted cases for October – **5** cases were self-initiated (100%)
6 accepted cases for November – **6** cases were self-initiated (100%)
16 accepted cases Total – **15** cases were self-initiated Total (94%)

The Reason For Use Of Arrest

September 2021

- Other Charges 20 (67%)
- Narcotics Case 3 (10%)
- Officer Discretion 2 (7%)
- "Long Route" Pending Testing 2 (7%)
- Does not Reside in El Paso 1 (3%)
- Habitual Offender 1 (3%)
- Drug Free Zone 1 (3%)



September

35 Possession of Marijuana cases

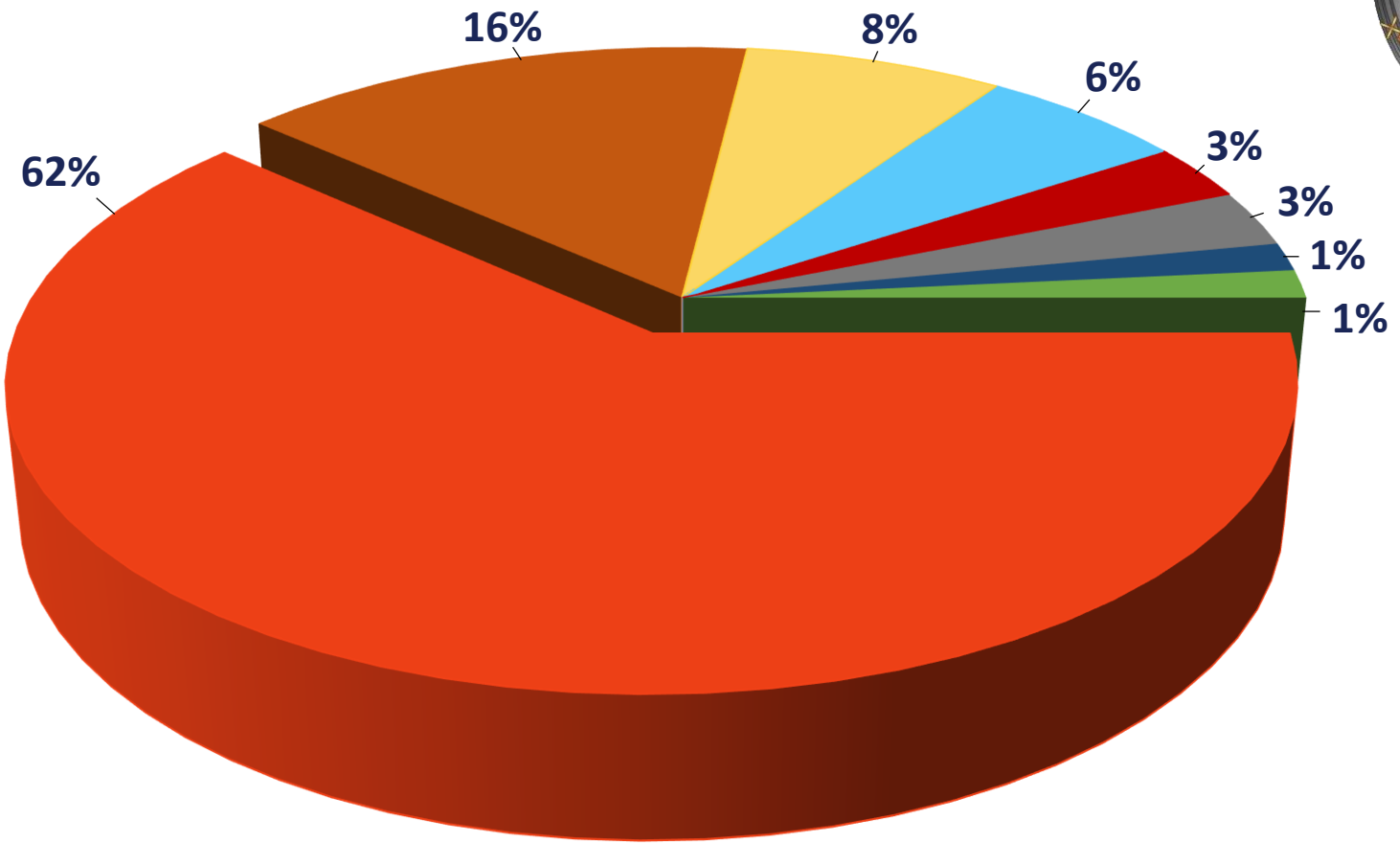
30 cases (86%) were declined due to officer use of arrest.

5 cases (14%) were accepted.

The Reason For Use Of Arrest

October 2021

- Other Charges 40 (62%)
- Narcotics Case 10 (16%)
- Uncooperative 5 (8%)
- Habitual Offender 4 (6%)
- "Long Route" Pending Testing 2 (3%)
- Drug Free Zone 2 (3%)
- Officer Discretion 1 (1%)
- Does not Reside in El Paso 1 (1%)



October

70 Possession of Marijuana cases

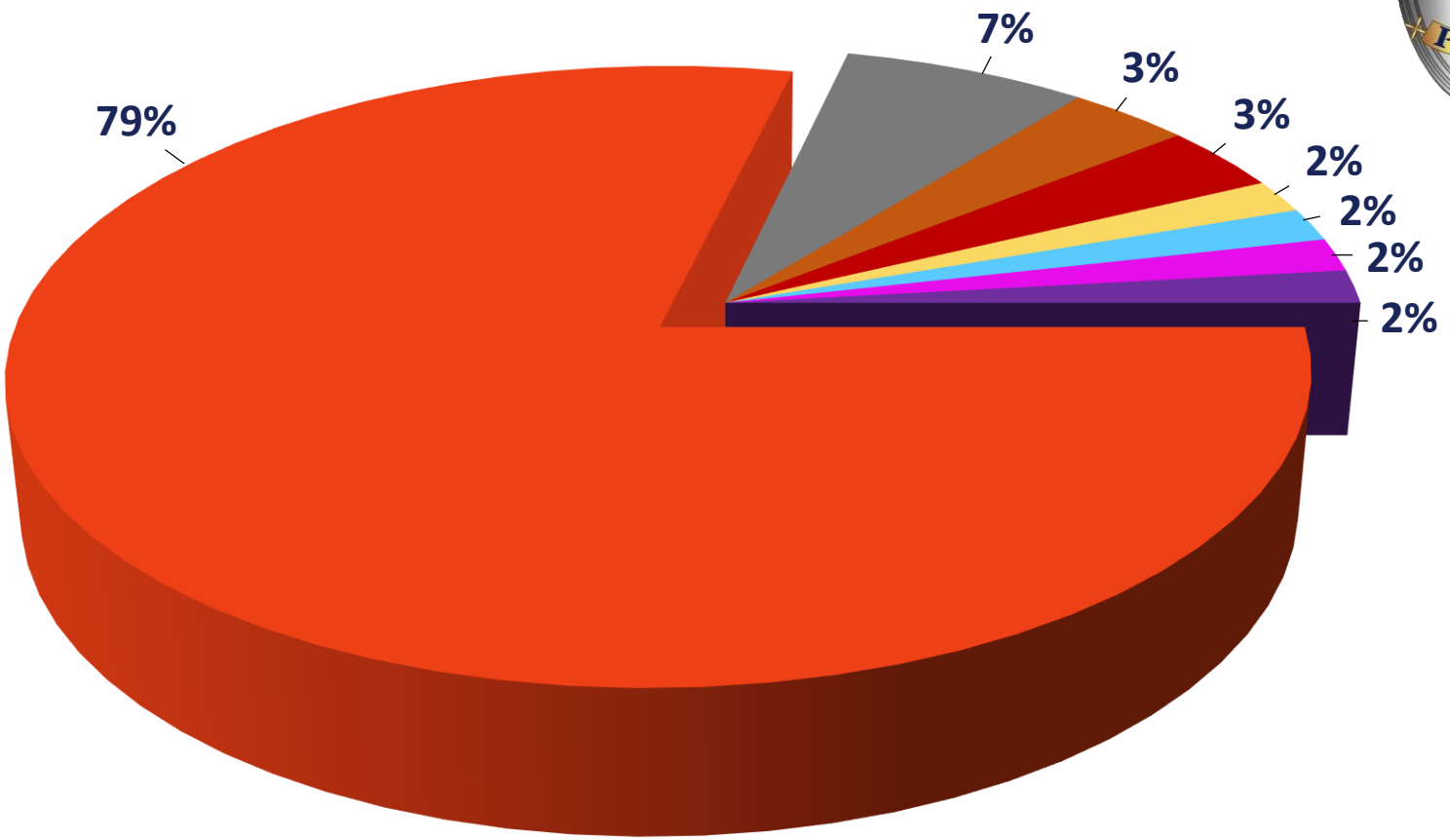
65 cases (93%) were declined due to officer use of arrest.

5 cases (7%) accepted

The Reason For Use Of Arrest

November 2021

- Other Charges
  44 (79%)
- Drug Free Zone
  4 (7%)
- Narcotics Case
  2 (3%)
- "Long Route" Pending Testing
  2 (3%)
- Uncooperative
  1 (2%)
- Habitual Offender
  1 (2%)
- Intoxicated
  1 (2%)
- Admitted to Hospital
  1 (2%)



November

62 Possession of Marijuana cases

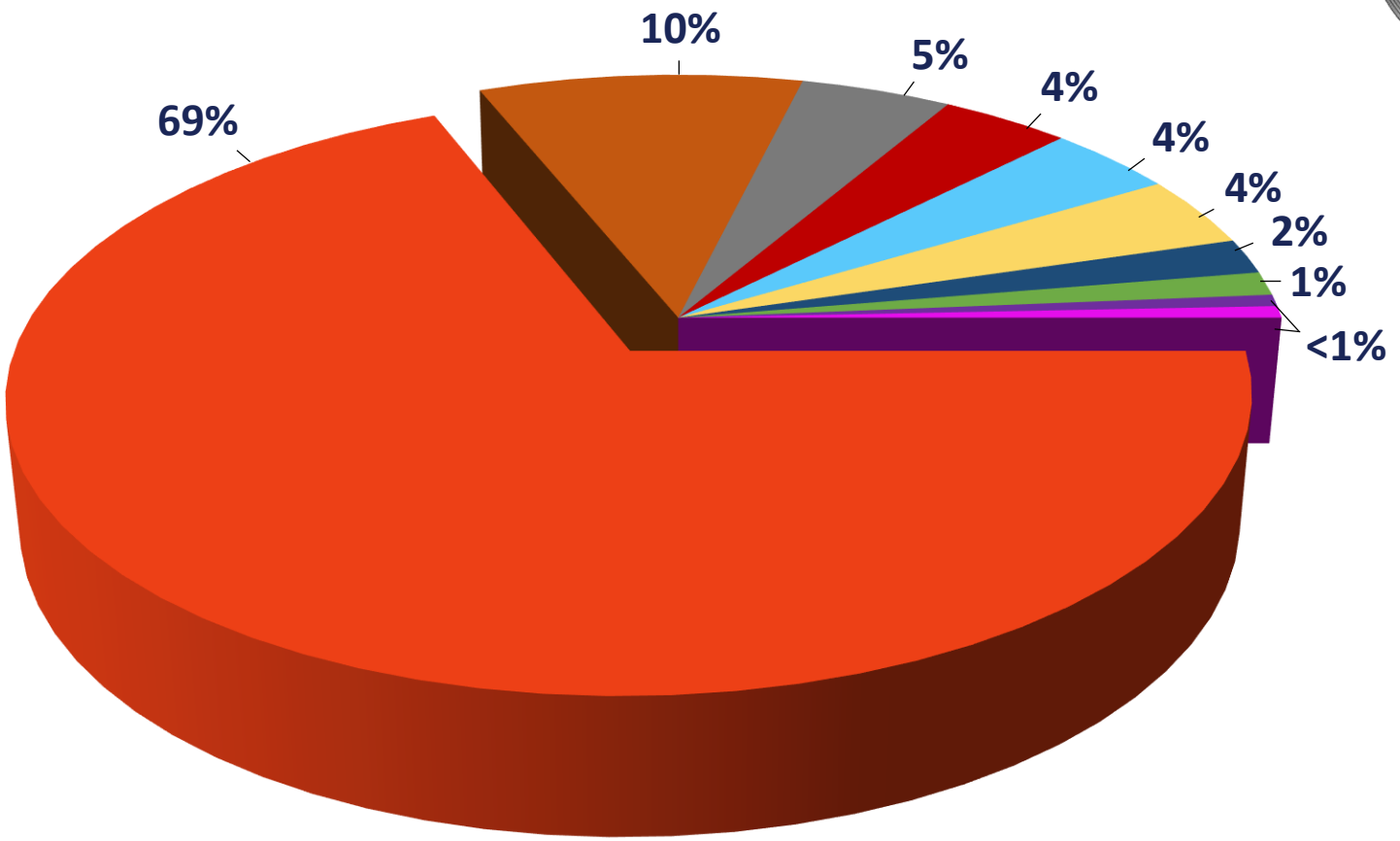
56 cases (90%) were declined due to officer use of arrest.

6 cases (10%) accepted

The Reason For Use Of Arrest – 1st Quarter

September 1 – November 31, 2021

- Other Charges 104 (69%)
- Narcotics Case 15 (10%)
- Drug Free Zone 7 (5%)
- "Long Route" pending testing 6 (4%)
- Habitual Offender 6 (4%)
- Uncooperative 6 (4%)
- Officer Discretion 3 (2%)
- Does not Reside in El Paso 2 (1%)
- Admitted to Hospital 1 (<1%)
- Intoxicated 1 (<1%)



167 Possession of Marijuana cases
16 cases (10%) accepted

Total Defendants for All Cases by Regional Command

September 1 – November 31, 2021

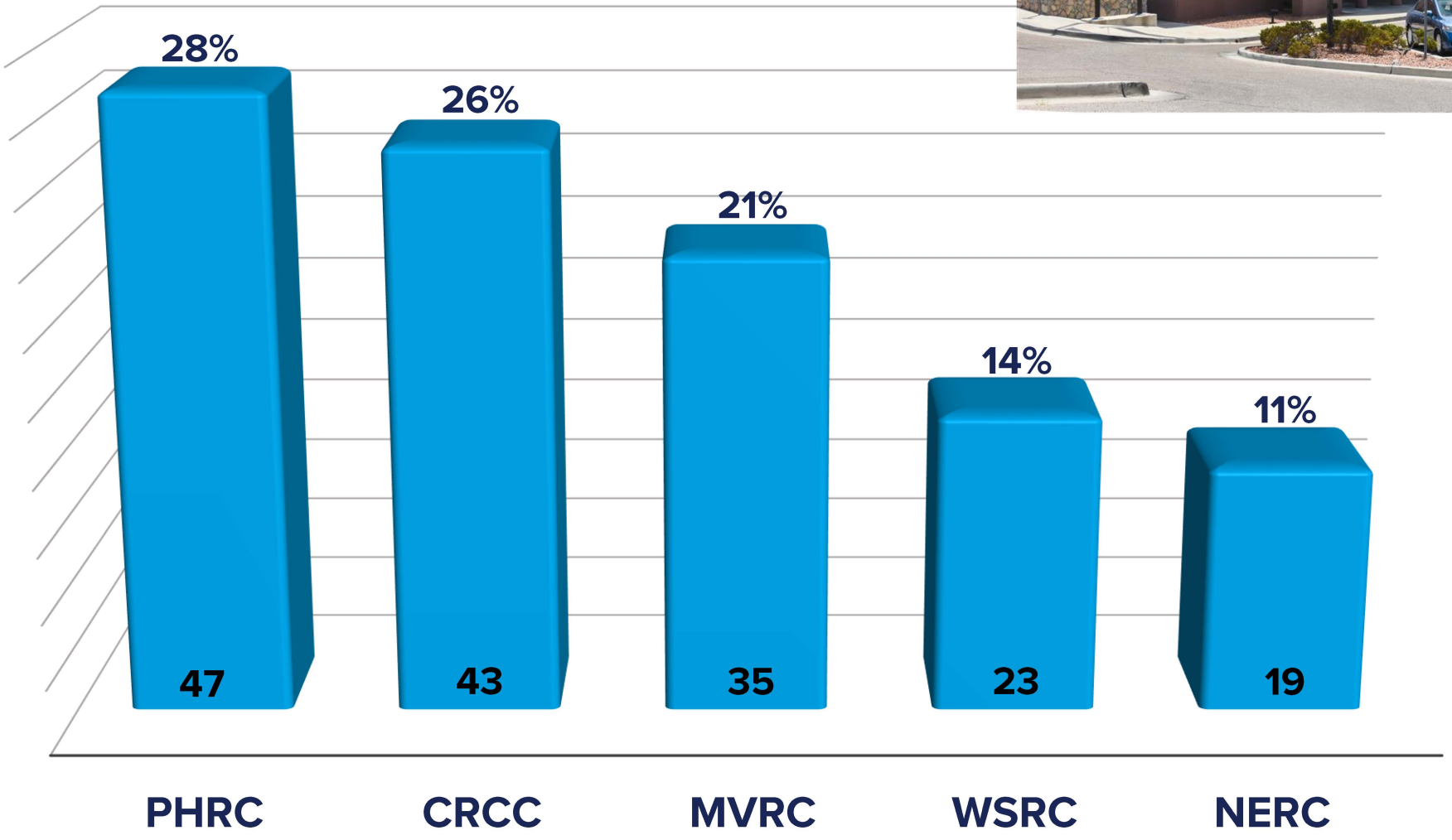
PHRC – Pebble Hills Regional Command

CRCC – Central Regional Command

MVRC – Mission Valley Regional Command

WSRC – Westside Regional Command

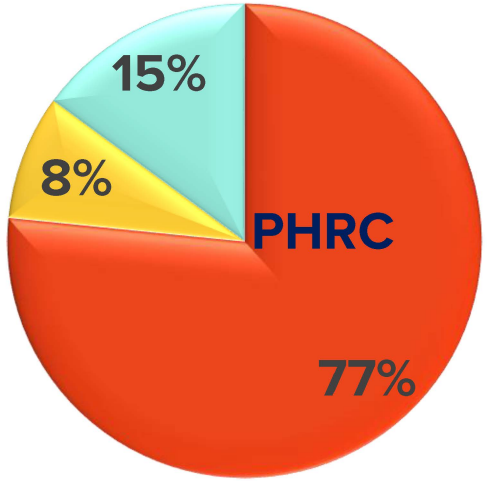
NERC – Northeast Regional Command



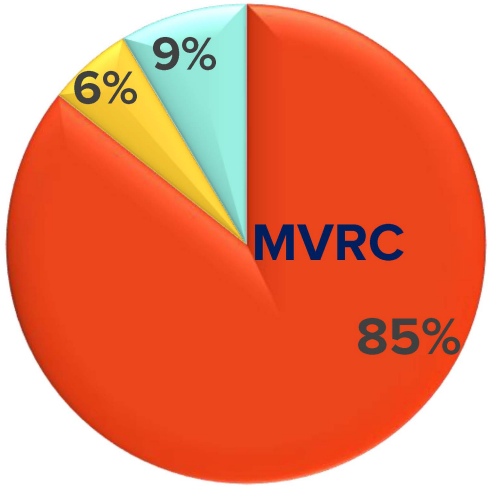
167 Total Possession of Marijuana cases

Total Defendants for All Cases – Race by Regional Command

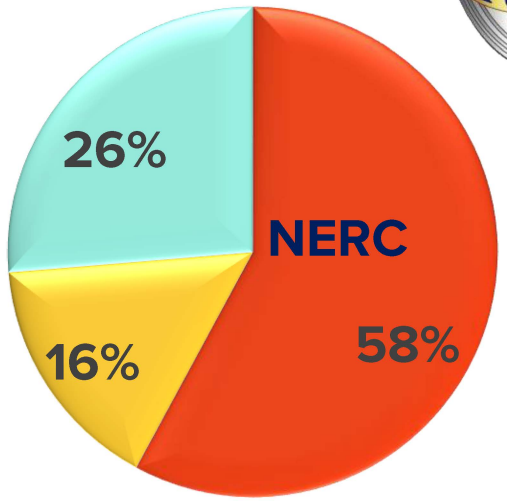
September 1 – November 31, 2021



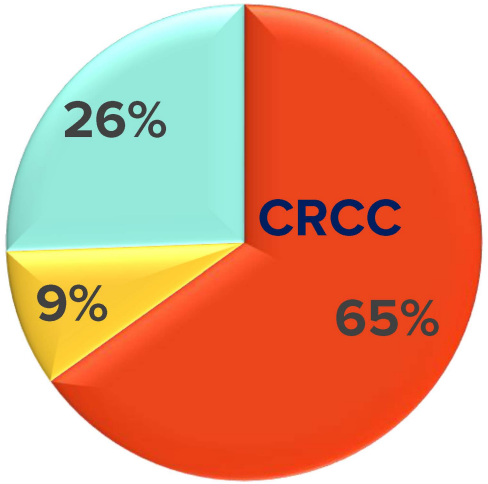
Total: 47



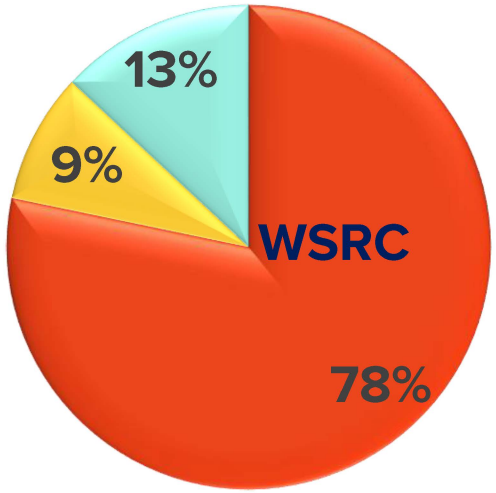
Total: 35



Total: 19



Total: 43



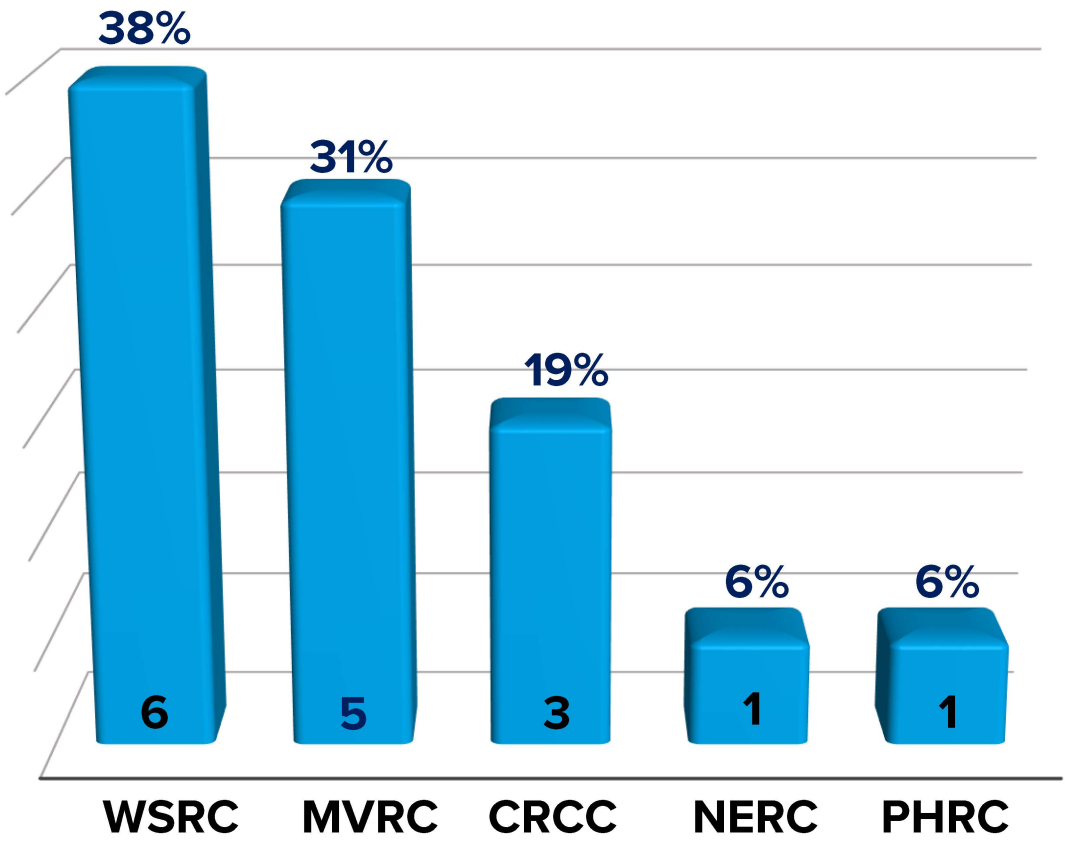
Total: 23

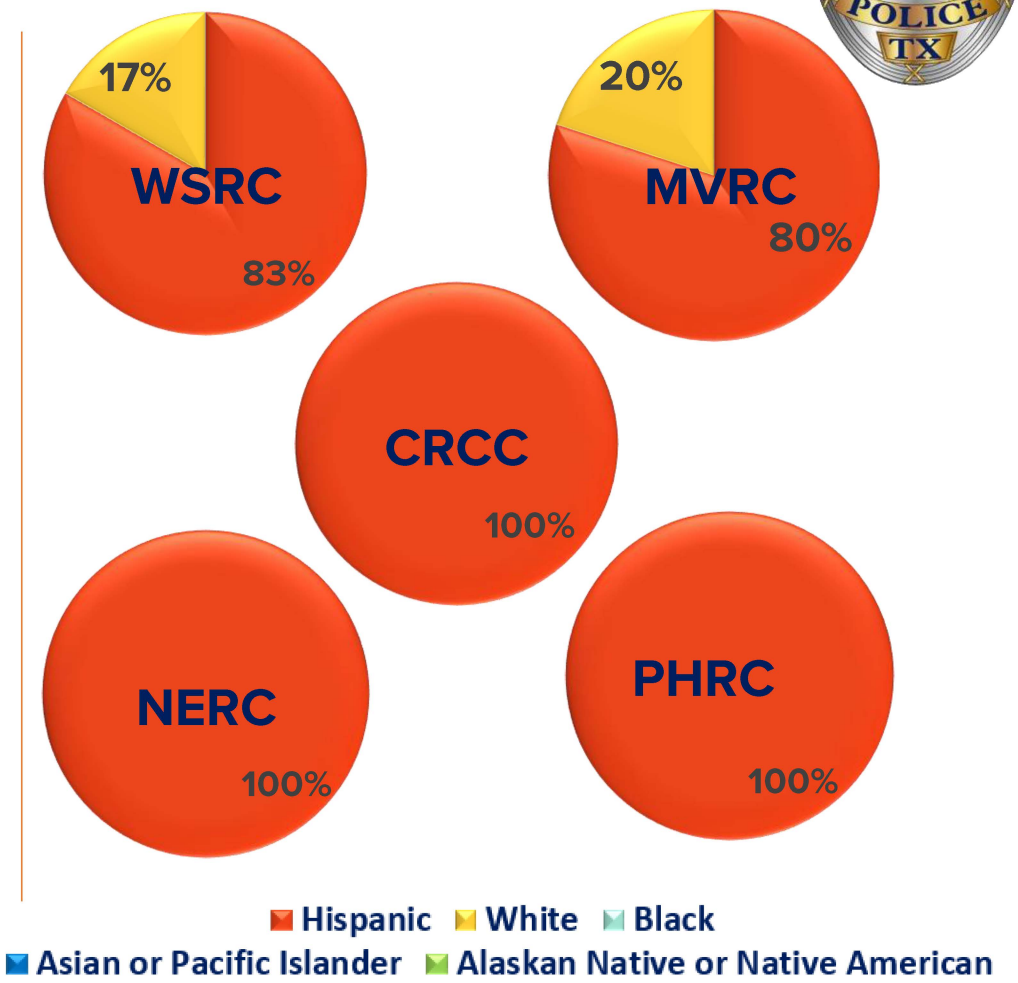
167 Total Possession of Marijuana cases

Hispanic White Black Asian or Pacific Islander Alaskan Native or Native American

Total Defendants for all Accepted Cases – By Regional Command

September 1 – November 31, 2021

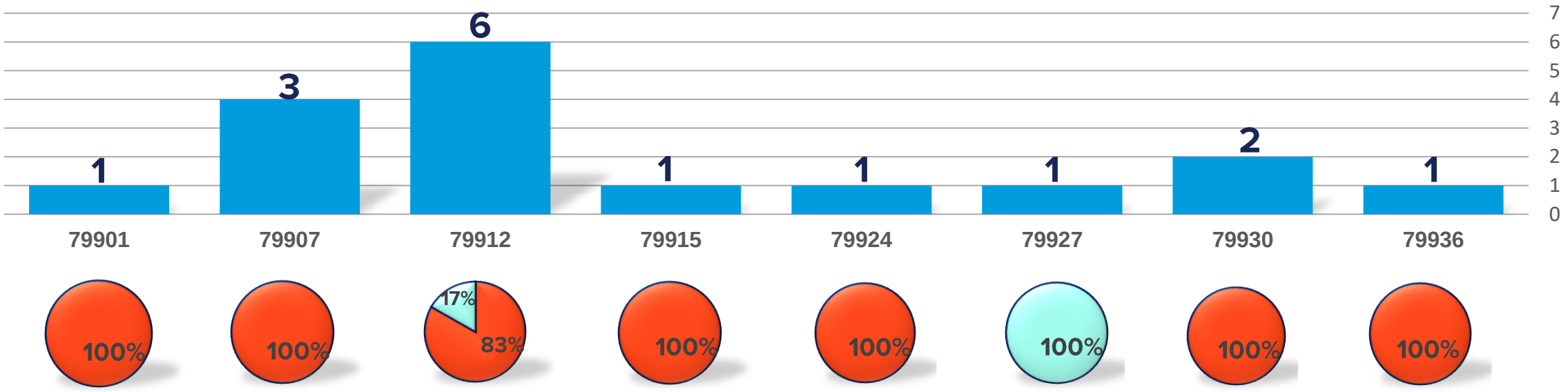




167 Total Possession of Marijuana cases
16 cases (10%) accepted

Total Defendants for Accepted Cases by Zip Code

September 1 – November 31, 2021

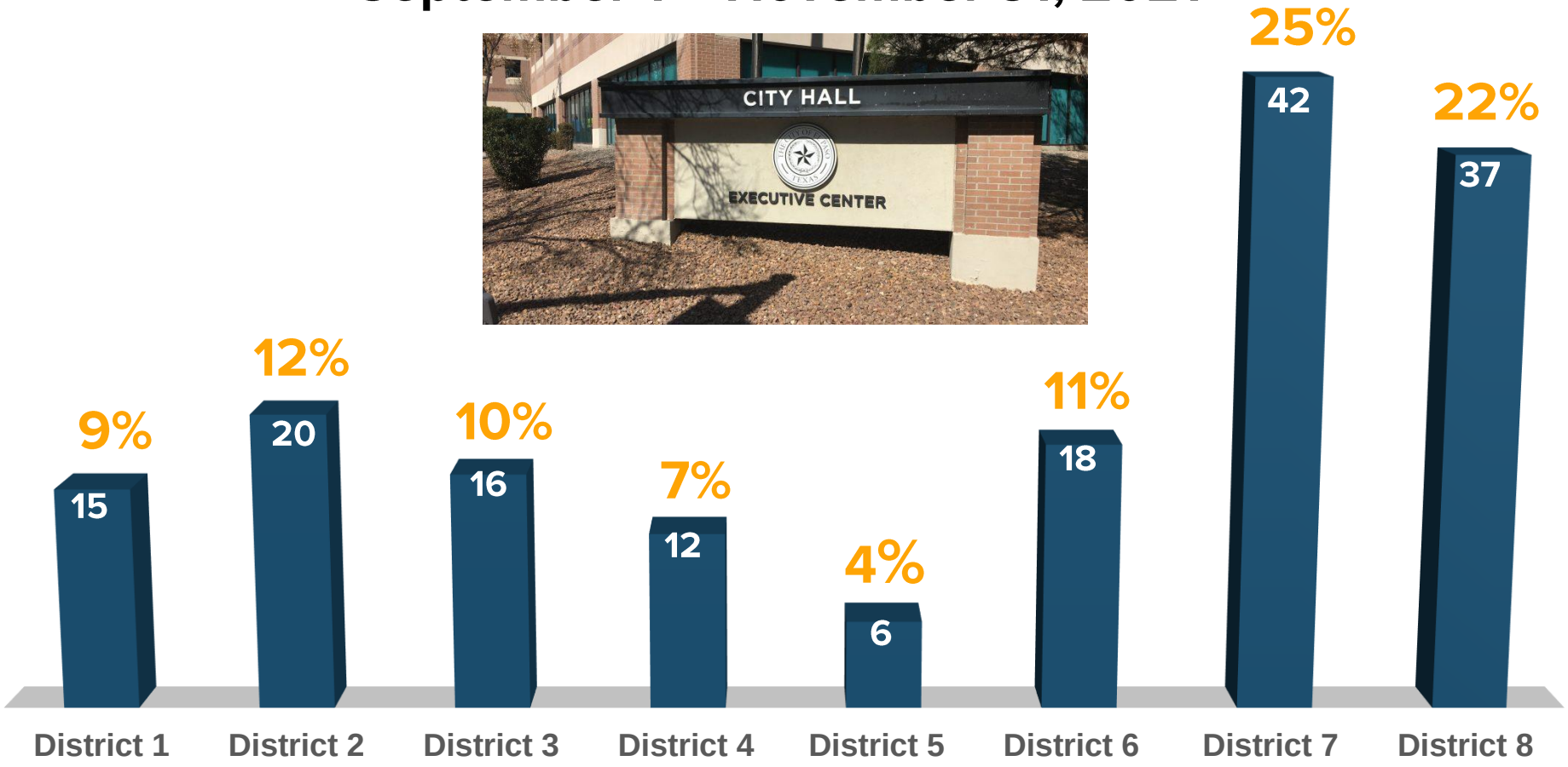


167 Total Possession of Marijuana cases
16 cases (10%) accepted

Hispanic White Black Asian or Pacific Islander Alaskan Native or Native American

Total Defendants for All Cases – By City Representative District

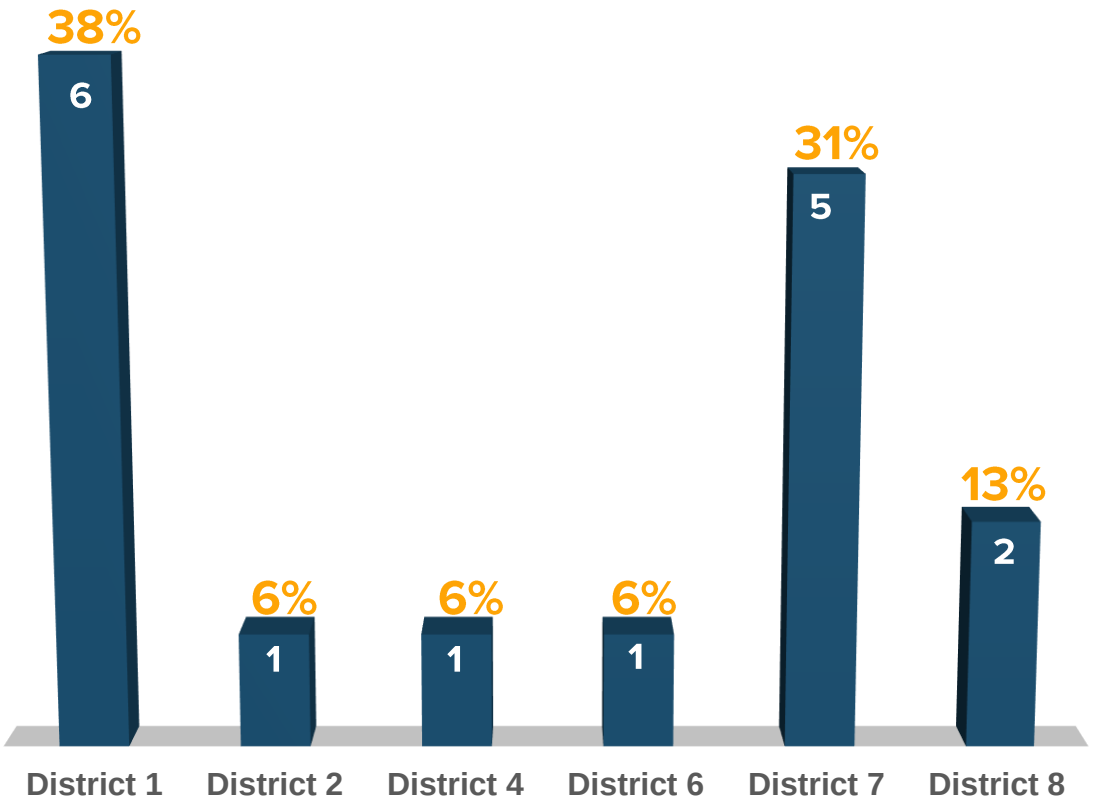
September 1 – November 31, 2021

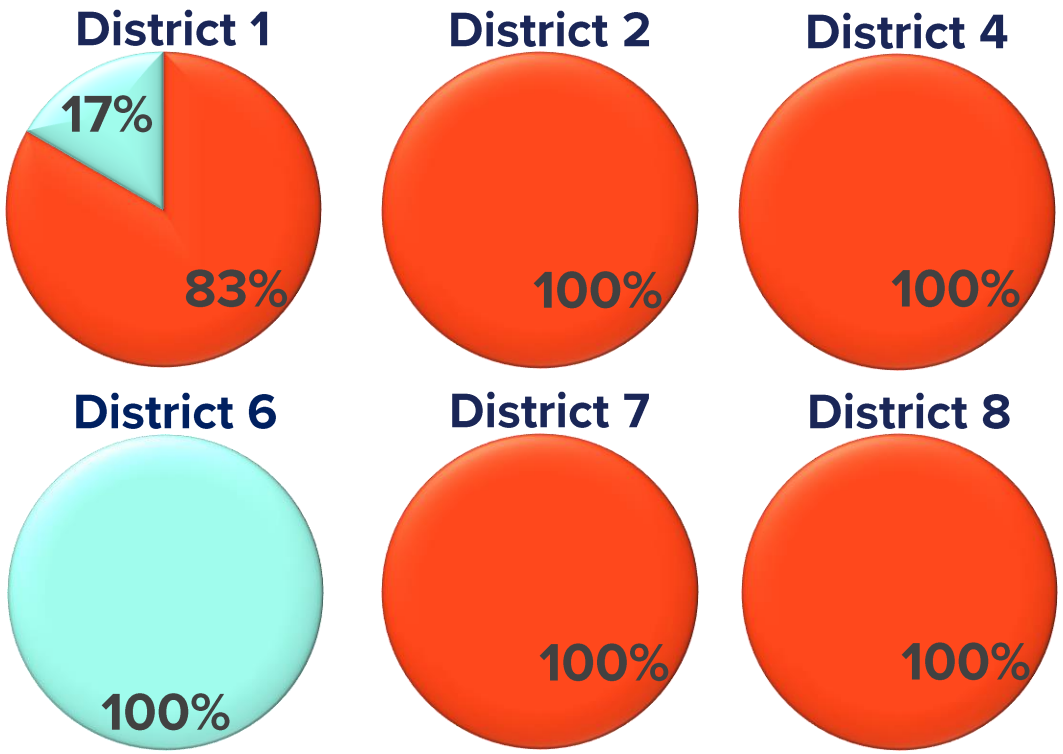


167 Total Possession of Marijuana cases
16 cases (10%) accepted

Race for Accepted Cases by Representative District

September 1 – November 31, 2021



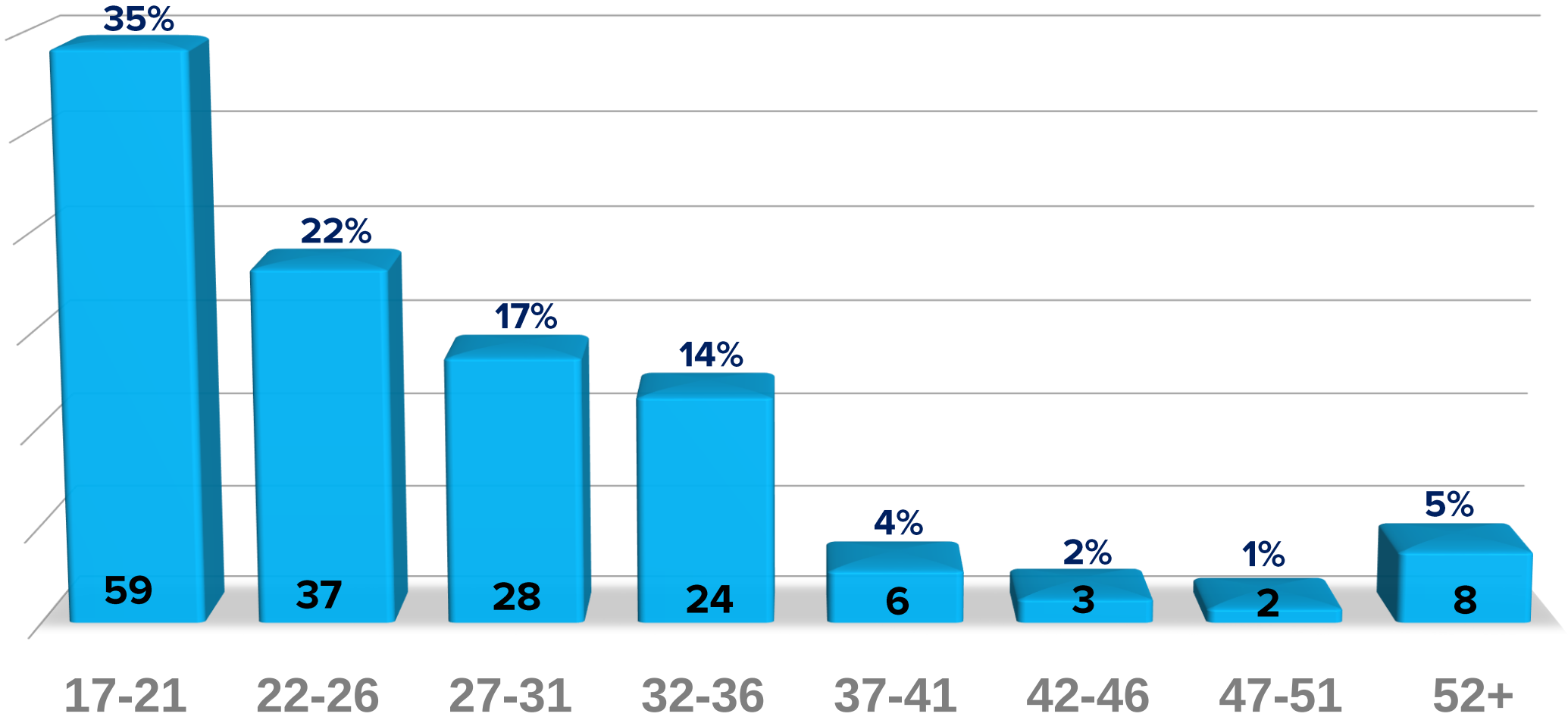


167 Total Possession of Marijuana cases
16 cases (10%) accepted

Hispanic White Black Asian or Pacific Islander Alaskan Native or Native American

Total Defendants for All Cases – By Age Group

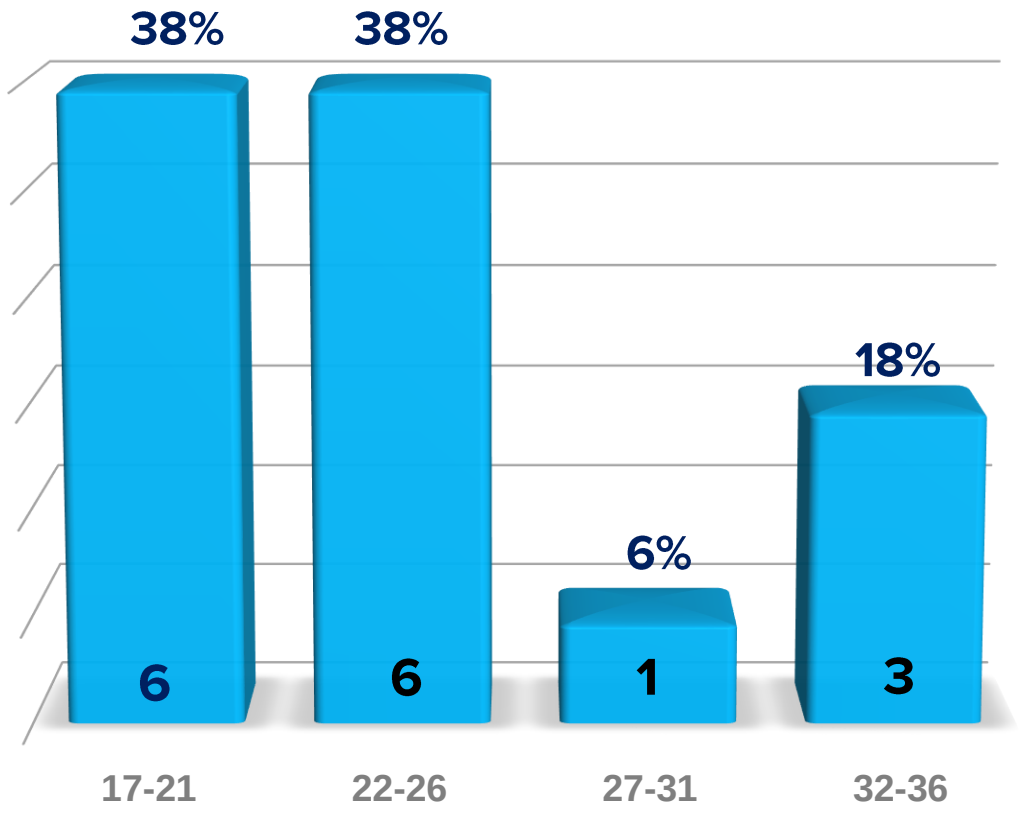
September 1 – November 31, 2021

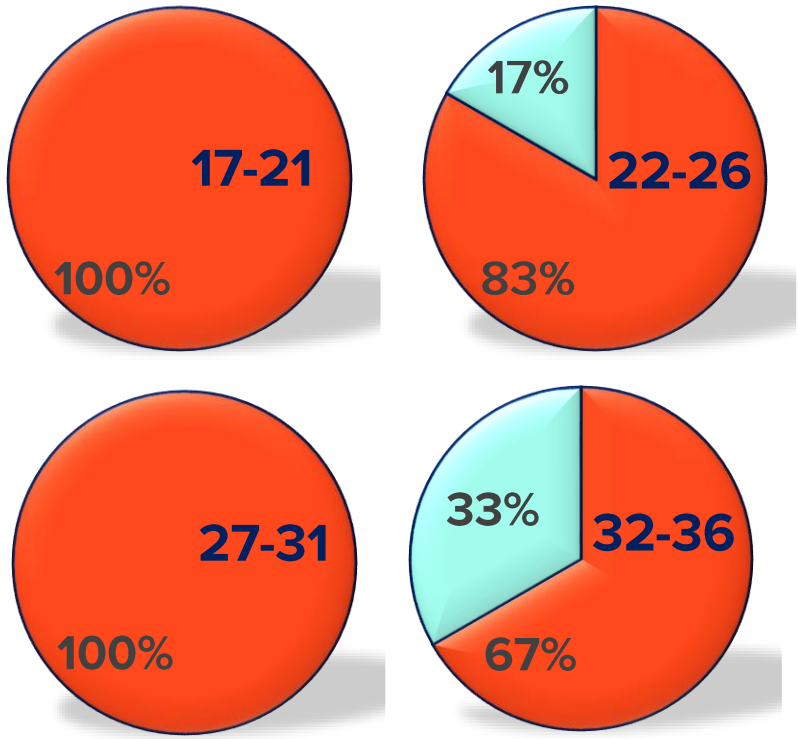


167 Total Possession of Marijuana cases

Total Defendants for Accepted Cases – Race by Age Group

September 1 – November 31, 2021



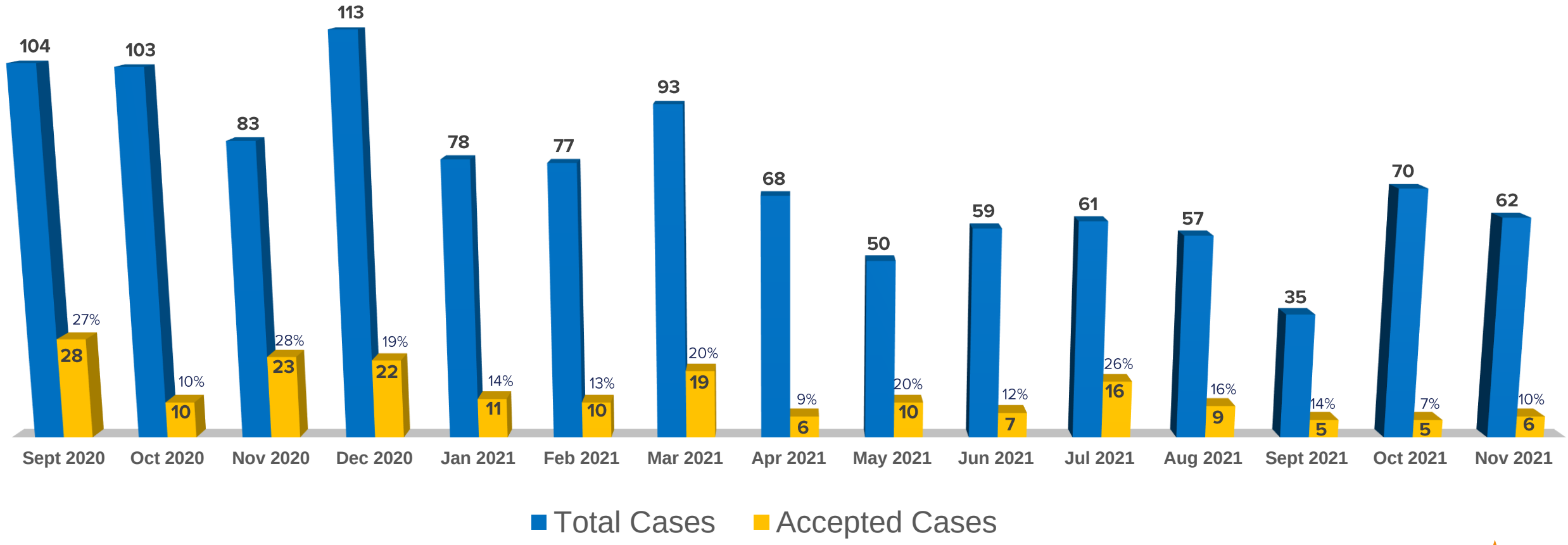


167 Total Possession of Marijuana cases
16 cases (10%) accepted

Hispanic White Black Asian or Pacific Islander Alaskan Native or Native American

Total & Accepted Cases – Sept 2020 to Present

September 1 2020 – November 31 2021



1,113 Total Possession of Marijuana cases
187 cases (17%) accepted

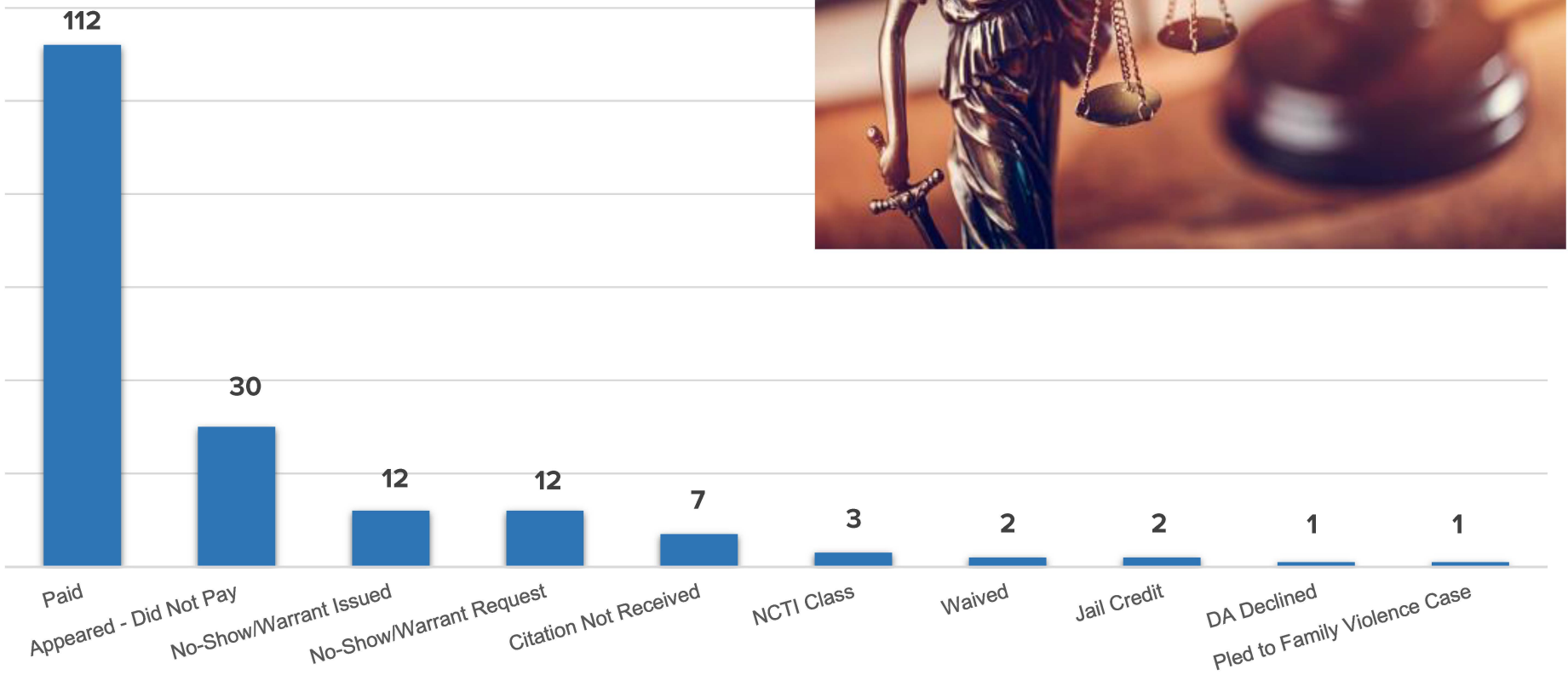
Court Outcomes for Accepted Cases

182 Accepted Cases (9/2020 - 11/19/2021)

*Data provided by the El Paso County Court #7

Case Dispositions:

Paid	– 112	(61%)
Appeared / Did Not Pay	– 30	(16%)
No-Show / Warrant Issued	– 12	(7%)
No-Show / Warrant Request	– 12	(7%)
Citation Not Received	– 7	(4%)
NCTI[1] Class	– 3	(2%)
Jail Credit	– 2	(1%)
Waived	– 2	(1%)
DA Declined	– 1	(<1%)
Pled to Family Violence Case	– 1	(<1%)



1. The "NCTI class" is an evidence-based program designed to educate participants on the consequences of illicit substance use. The acronym stands for National Curriculum & Training Institute (NCTI).

Cite and Release Quarterly Report

September 1 – November 31 2021

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

To: El Paso City Council
Date: December 10, 2021
Subject: Cite and Release 09.01.21-11.30.21

Cite and Release Data	Persons		TD
Officer Use of Arrest	151	90%	925
Accepted Cite and Release	16	10%	187
Under Investigation	0	0%	1
Totals	167	100%	1113

* As of September 2020 to Present, 61 of the 1,113 persons have been arrested for marijuana on more than one occasion.
*5 Drug Free Zone Use of Arrest were not included in FY2021.

Documented Reason For Stop or Arrest	Persons		TD
Self-Initiated	113	68%	790
Dispatched Call for Service	51	30%	313
Search Warrant	3	2%	10
Totals	167	100%	1113

Reason for Use of Arrest	Persons		TD
Other Charges	104	69%	684
Habitual Offender	6	4%	26
Officer Discretion	3	2%	23
Uncooperative Individual	6	4%	40
Intoxicated	1	<1%	16
Does not Reside in El Paso	2	1%	13
"Long Route" pending testing	6	4%	23
Narcotics Case	15	10%	48
Outstanding Warrants	0	0%	16
Admitted to Hospital	1	<1%	9
Confirmed Gang Member	0	0%	4
Use of Force	0	0%	1
Drug-Free Zone	7	5%	10
Totals	151	100%	913

* Percentages did not include decimals for calculation.
* Difference of 12 in Reason for Use Arrest due to juveniles not accepted into the program.

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 1

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

Race and Ethnicity of the Person for 1st Quarter of FY2022

Race	Total Defendants	Percentage of Total # Defendants	Total Officers	Percentage of Total # Officers
Hispanic/Latino	123	74%	206	84%
White	15	9%	27	11%
Black	29	17%	11	4%
Asian or Pacific Islander	0	0%	2	<1%
Alaska Native or Native American	0	0%	0	0%
Totals	167	100%	246	100%

Race and Ethnicity of the Person Year to Date

Race	Total Defendants	Percentage of Total # Defendants	Total Officers	Percentage of Total # Officers
Hispanic/Latino	814	73%	1364	82%
White	147	13%	199	12%
Black	150	14%	82	5%
Asian or Pacific Islander	2	<1%	24	1%
Alaska Native or Native American	0	0%	1	<1%
YTD Total	1113	100%	1670	100%

* Officer totals reflect the races/ethnicities of both officers in full crews from Dec 2020 onward.

Total Possession of Marijuana Cases by Regional Command			TD
PHRC	47	28%	349
NERC	19	11%	131
CRCC	43	26%	237
MVRC	35	21%	209
WSRC	23	14%	181
Out of Jurisdiction	0	0%	6
Totals	167	100%	1113

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 2

Cite and Release Quarterly Report

September 1 – November 31 2021

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

Total Possession of Marijuana Cases by City Rep. District TD

District 1	15	9%	101
District 2	20	12%	132
District 3	16	10%	147
District 4	12	7%	76
District 5	6	4%	73
District 6	18	11%	124
District 7	42	25%	212
District 8	37	22%	241
Out of Jurisdiction	1	<1%	7
Totals	167	100%	1113

Total Cite and Release Cases by Month

	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	Total
Accepted Cases	28	10	23	22	11	10	
Total Cases	104	103	83	113	78	77	
	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	Total
Accepted Cases	19	6	10	7	16	9	
Total Cases	93	68	50	59	61	57	
	21-Sep	21-Oct	21-Nov	21-Dec			Total
Accepted Cases	5	5	6				187
Total Cases	35	70	62				1113

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 3

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

Other Charges Category TD

Other Charges	Quarterly Total 180	Percentage	Total 1,132
EXEC OF TRAFFIC WARRANT	19	11%	132
POSS CS PG 2 <1G	11	6%	97
POSS CS PG 1 <1G	14	8%	95
POSS CS PG 1 >=1G<4G	11	6%	71
EXEC OF CRIMINAL WARRANT	12	7%	65
POSS CS PG 2 >= 4G<400G	4	2%	55
POSS CS PG 3 <28G	4	2%	49
UNL CARRYING WEAPON	15	8%	49
DRIVING WHILE INTOXICATED	7	4%	38
POSS CS PG 2 >= 1G<4G	7	4%	38
MAN DEL CS PG 2 OR 2-A >= 4G<400G	2	1%	31
RESIST ARREST SEARCH OR TRANSPORT	9	5%	38
MAN DEL CS PG 1>= 4G<200G	2	1%	28
POSS CS PG 1 >=4G<200G	8	4%	31
ASSAULT CAUSES BODILY INJURY FAMILY VIOLENCE	2	1%	17
EVADING ARREST DET W/VEH	3	2%	18
TAMPER/FABRICATE PHYS EVID W/INTENT TO IMPAIR	1	<1%	16
DRIVING WHILE INTOXICATED BAC >=0.15	2	1%	14
AGG ASSAULT W/DEADLY WEAPON	0	0%	11
MAN DEL CS PG 1 <1G	0	0%	11
POSS DRUG PARAPHERNALIA/ CLASS C	0	0%	11
BURGLARY OF VEHICLE	0	0%	9
EVADING ARREST DETENTION	4	2%	12
INTERFER W/PUBLIC DUTIES	1	<1%	9
MAN DEL CS PG 2 OR 2-A>=1G<4G	0	0%	7
CRIMINAL TRESPASS	0	0%	7
MAN DEL CS PG 1 >=1G<4G	1	<1%	7
MAN DEL CS PG 2 OR 2-A <1G	0	0%	6
AGG ROBBERY	0	0%	5

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 4

Cite and Release Quarterly Report

September 1 – November 31 2021

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

UNAUTH USE OF VEHICLE (NO LAWFUL ACCESS)	1	<1%	6
AGG ASSAULT AGAINST PUBLIC SERVANT	0	0%	4
ASSAULT FAM/HOUSE MEM IMPEDE BREATH/CIRCULAT	1	<1%	5
PUBLIC INTOXICATION	1	<1%	5
UNL POSS FIREARM BY FELON	2	1%	6
ABANDON ENDANGER CHILD CRIMINAL NEGLIGENCE	0	0%	3
ALCOHOL MINOR POSSESSION	0	0%	3
ASSAULT PEACE OFFICER/JUDGE (SIMPLE ASSAULT)	2	1%	5
CRIMINAL MISCHIEF	0	0%	3
DEL MARIJ <= 1/4 OZ REMUNERATION	0	0%	3
FAIL TO IDENTIFY FUGITIVE FROM JUSTICE	3	2%	6
MAN DEL CS PG 3/4 <28 G	0	0%	3
THEFT <$100 (CLASS C)	3	2%	6
ALCOHL/OPEN CONT IN VEH	0	0%	2
ALCOHL/URBN DIST OPEN CONTAINER	0	0%	2
ASSAULT ON PUBLIC SERVANT	1	<1%	3
BURGLARY OF BUILDING	1	<1%	3
CONTINUOUS VIOLENCE AGAINST THE FAMILY	0	0%	2
CREDIT CARD OR DEBIT CARD ABUSE	0	0%	2
CRIM TRESPASS HABIT/SHLTR/SUPRFUND/INFSTRT	0	0%	2
DRIVING WHILE INTOXICATED 2ND	1	<1%	3
DRIVING WHILE INTOXICATED 3RD OR MORE	0	0%	2
EVADING ARREST DET W/PREV CONVICTION	0	0%	2
FAIL TO IDENTIFY GIVING FALSE FICTICIOUS INFO	2	1%	4
INJURY CHILD/ELDERLY/DISABLED RECKLESS BODILY INJ	0	0%	2

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 5

DELIVERING EXCEPTIONAL SERVICES

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

PAROLE VIOLATION	2	1%	4
POSS DANGEROUS DRUG	1	<1%	3
RACING ON HIGHWAY	0	0%	2
ROBBERY	0	0%	2
THEFT CLASS C (SHOPLIFTING)	1	<1%	3
THEFT OF VEHICLE	0	0%	2
UNLAWFUL RESTRAINT	1	<1%	3
VIOL BOND/PROTECTIVE ORDER	0	0%	2
ALCOHOL MINOR POSSESSION	0	0%	1
Assault-Family Violence-Contact/Class C	0	0%	1
BURGLARY OF VEHICLE W/2+ CONV IAT	0	0%	1
CURFEW/PUBLIC PLACE-JUVENILE	0	0%	1
DEADLY CONDUCT DISCHARGE FIREARM	0	0%	1
DEL MARIJ >1/4 OZ<=5LBS	0	0%	1
DEL MARIJ 1/4OZ<5LB DFZ IAT	0	0%	1
DISCHARGE FIREARM IN CERTAIN MUNICIPALITIES	1	<1%	2
DRIVING WHILE INTOXICATED-UNDER 21	0	0%	1
ESCAPE FROM CUSTODY	2	1%	3
EVADING ARREST DETENTION W/VEH OR WATERCRAFT	0	0%	1
FORGERY	0	0%	1
FRAUD USE/POSS OF IDENTIFYING INFO # OF 5<10	0	0%	1
FRAUD USE/POSS OF IDENTIFYING INFO # OF ITEMS 10<50	0	0%	1
FUGITIVE FROM JUSTICE	2	1%	3
INJURY CHILD/ELDERLY/DISABLE W/INT BODILY INJ (AGG ASSAULT)	0	0%	1
MAN DEL CS PG 1 >=200G<400G	0	0%	1
MAN DEL CS PG1A<20AU	0	0%	1
MURDER	0	0%	1
POSS CS PG 1A >=20<80AU	1	<1%	2
POSS CS PG2<28G	0	0%	1
POSS DEL DRUG PARAPHERNALIA	0	0%	1

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 6

DELIVERING EXCEPTIONAL SERVICES

Cite and Release Quarterly Report

September 1 – November 31 2021

El Paso Police Department

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

POSS/MNF NARC. OR NARC. PARAPHERNALIA	0	0%	1
RACING ON HIGHWAY CAUSING BODILY INJURY	0	0%	1
RECKLESS DRIVING	0	0%	1
TERRORISTIC THREAT CAUSE FEAR OF IMMINENT SBI	0	0%	1
TERRORISTIC THREAT OF FAMILY/HOUSEHOLD	0	0%	1
THEFT PROP>=$100<$750 (ALL OTHER THEFTS)	2	1%	3
VIOL BOND/PROTECTIVE 2+ TIMES W/I 12 MO	0	0%	1
DISORDERLY CONDUCT	1	<1%	1
DRIVING WHILE INTOXICATED/OPEN ALCH CONTAINER	1	<1%	1
ASSAULT OF PREGNANT PERSON	2	1%	2
THEFT OF FIREARM	1	<1%	1
MAN DEL CS PG 1-B >=4G<200G	1	<1%	1
INTOXICATION ASSAULT W/VEHICLE SBI	1	<1%	1
DRIVING WHILE INTOXICATED WCHILD UNDER 15 YOA	1	<1%	1
POSS CS PG 1/1-B<1G	1	<1%	1
POSS CS PG 1/1-B>=4G<200G	1	<1%	1

* Percentages did not include decimals for calculation.

Gregory K. Allen – Chief of Police
Police Headquarters | 911 N. Raynor | El Paso, TX 79903
Office (915) 212-4000 | www.elpasotexas.gov/police 7

DELIVERING **EXCEPTIONAL** SERVICES

CITE AND RELEASE PROGRAM STEPS AND REQUIRED RESOURCES

Officer implements the program – takes approximately 1.5-2 hours includes taking defendant back to station for fingerprints, citing, putting narcotics into evidence and report writing

Officers are required to send two separate emails with supplement attachments to District Attorney to advise them case is now in the Records Management System (On-Call)

Case is routed to Patrol Sergeant for approval and sent to Narcotics supervisor. Both patrol and Narcotic supervisors approves report

The Strategic Planning Section increased staffing by one officer to implement and manage the program. Officer runs a weekly report of all marijuana A and B cases and reviews reports for completeness. Incomplete reports are returned for corrections

CITE AND RELEASE PROGRAM STEPS AND REQUIRED RESOURCES

Strategic Planning employee sends a weekly report to Latent Prints Section

Latent Prints personnel retrieve fingerprints from AFIS (automated fingerprint identification system) and manually fill out a hard copy CR43 fingerprint report and mail to DPS per DPS requirements. Another copy is sent via interoffice mail to County Court 7.

District Attorney's office will coordinate with Planning employee for missing information and corrections

Planning creates the PowerPoint and the report for council

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

File #: 22-112, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Budget Update.

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

AGENDA DATE: February 1, 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? _X_ YES ___NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget
SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD: K. Nicole Cote

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

Revised 04/09/2021

Budget Update

February 1, 2022

EP TX
CITY OF EL PASO

Agenda

Recap of the current budget (FY 2021 – 2022) by:

- Priorities
- Cost Drivers
- Fixed Costs

Next Steps….

Look ahead….

- Continuing to fund priorities
- Operating costs from capital projects
- Workforce investments
- Addressing budgetary pressures (inflation, labor, property tax cap)

Look ahead….

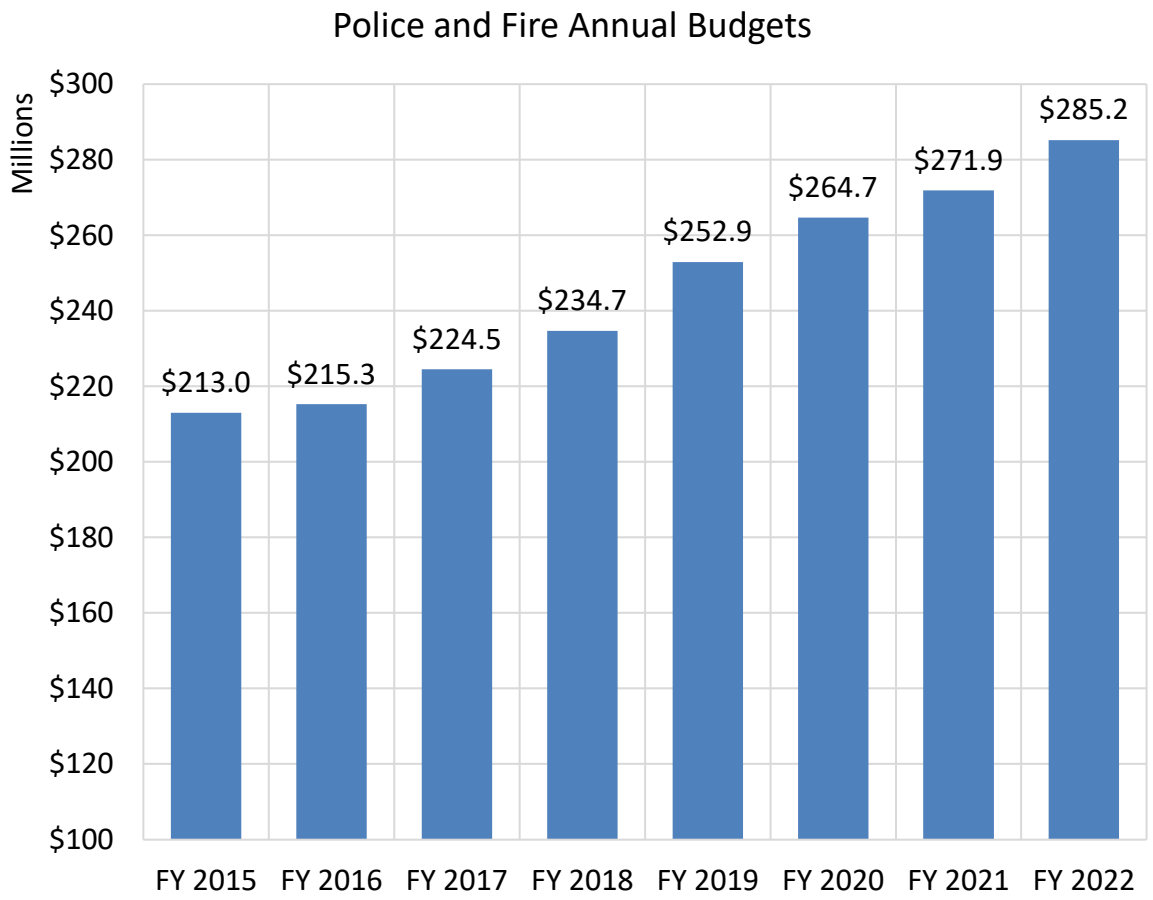
- Minimizing impact on tax rate and tax relief for disabled and seniors
- New collective bargaining agreements in FY 2023 (fire) and FY 2024 (police)
- More officers for the 300 Officer Initiative and fire fighters for new commands and stations
- Remaining 2012 Quality of Life Bond project operating costs
- Workforce investments – compensation increases and healthcare
- Remaining amount of debt to issue for capital projects (Public Safety Bond)

Making Priorities a Priority

Strategic Goal	FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Budget	FY 2021 / FY 2022 $ Variance
Economic Development	1,914,207	1,826,045	1,961,689	135,644
Public Safety	269,925,210	277,071,145	290,553,847	13,482,702
Visual Image	7,725,084	7,343,043	6,950,879	(392,164)
Quality of Life	55,442,603	42,734,506	53,429,275	10,694,769
I.T./Communication	19,858,231	18,953,219	21,442,986	2,489,767
Sound Governance	44,213,129	44,768,429	41,569,626	(3,198,803)
Infrastructure	50,794,322	41,792,085	52,567,893	10,775,808
Community Health	8,072,146	7,496,849	7,754,668	257,819
Total:	**$ 457,944,931**	**$ 441,985,321**	**$ 476,230,863**	**$ 34,245,542**

Current Year Budget…

Expanded Public Safety Investment



- Staffing
  - Since the summer of 2015 (FY 2016) the Police and Fire budgets have increased by $70 million, or 32%
  - 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
  - Summer of 2019 the budget included $4 million for fleet and capital replacement
  - Summer 2021 the budget included $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

Next Year Budget…
(FY 2022 – 2023)

Public Safety:

- Collective Bargaining Agreements:
  - Fire CBA Expires on August 31, 2022
  - Police CBA Expires on August 31, 2023
- Increase in staffing – three Police and three Fire academies, and 911 Communicator academies
- Public Safety Equipment – continue set-aside funding for capital replacement
- 2019 Public Safety Bond operation impacts – Fire Station 36

Current Year Budget…
Delivering Priority Services for our Community

- Streets – restored set-aside funds and funded new safety initiative
  - $8.9 million (set-aside funds) for residential street resurfacing projects
  - $3 million for collector street resurfacing projects
  - $1.8 million for a new traffic safety program (Vision Zero)
  - $500K for ADA on-demand request projects
  - $250K for Neighborhood Traffic Management Plan

Next Year Budget…
(FY 2022 – 2023)

- Streets - Maintenance and traffic safety and ADA
  - Residential and collector street resurfacing projects
  - Continued funding of Vision Zero
  - ADA on-demand request projects
  - Neighborhood Traffic Management Plan

Current Year Budget…
Delivering Priority Services for our Community

- Restored funding for senior centers, libraries, recreation, and pools
  - Reopening 32 additional sites (72 total w/ current year), including recreation centers, aquatic facilities, libraries, and senior centers
  - New automated irrigation pilot project (water conservation efforts)
- Restored funding for Winterfest
- Restored funding for enhanced maintenance at sports complexes

Next Year Budget…
(FY 2022 – 2023)

- Increase for Quality of Life services and operating costs for completion of 13 major new bond projects to include the Children's Museum, Mexican American Cultural Center and the Penguins exhibit;
- Continue funding sports complex facility maintenance;
- Evaluation and review of the automated irrigation pilot project
- Expanded Winterfest

Current Year Budget…
Delivering Priority Services for our Community

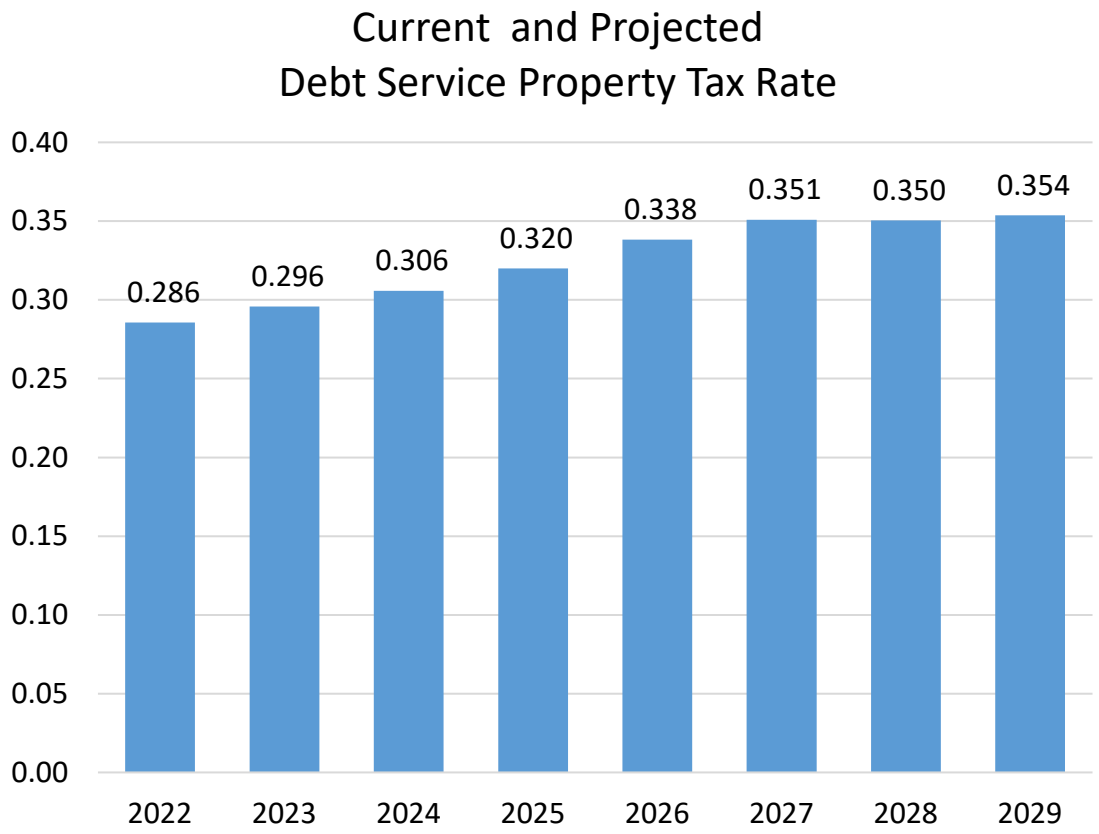
- Compensation – minimum 1.5%
- Implementation of internal equity adjustments
- No healthcare cost increase for civilian employees
- Funding Shape-it-Up wellness program – up to $1,800 annually
- Funding Health Savings Account - $500 to $1,000 annually (for Consumer Driven Healthcare Plan participants)

Next Year Budget…
(FY 2022 – 2023)

- Compensation Increases
- Reviewing current and new incentives
- City healthcare cost increases
- Funding Shape-it-Up wellness program
- Funding Health Savings Account - $500 to $1,000 annually (for Consumer Driven Healthcare Plan participants)

Capital Project Financing

- $407.1 million in remaining debt to issue for approved capital projects (public safety, quality of life, streets)
- Remaining issuances to be done over next several years, based on cash flow
- Debt model (chart at right) is currently being revised, but is projected to include annual increases in the debt service tax rate until FY 2029
- Current model does not include impact from potential Nov. 2022 bond election



Budgetary Pressures

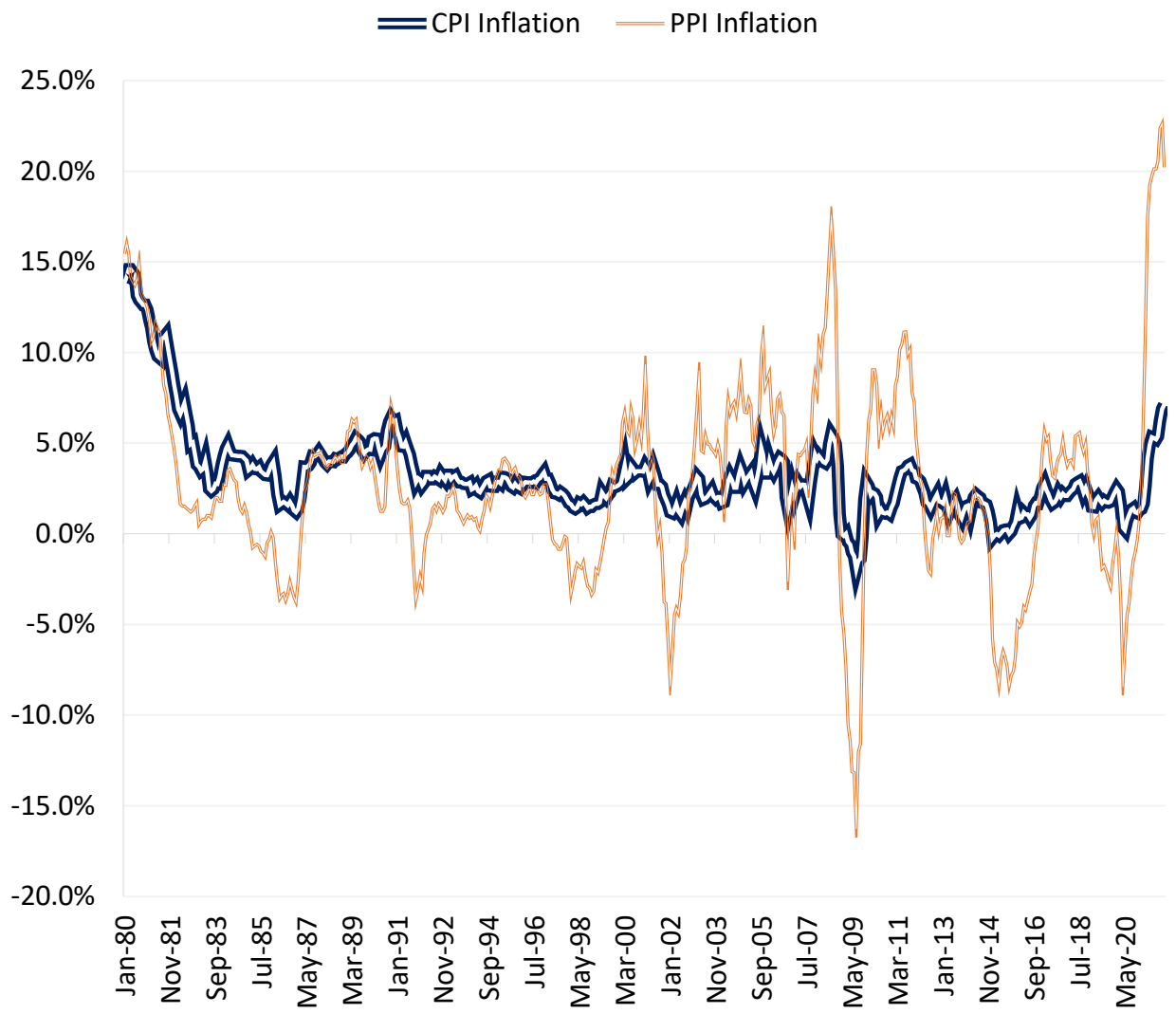
Budgetary impacts on FY 2023 and beyond….

- **Inflation pressures** – Consumer Price Index growth rate for December 2021 is at 7.1% the highest levels in 40 years (www.bls.gov)
- **Labor Market Challenges** – Difficulty finding qualified applicants to fill growing number of vacancies.
- **"The Great Resignation"** - continues to dominate headlines and stun business leaders as turnover reaches new highs.
- November 2021 - a record 4.5 million workers left their jobs.

U.S. Bureau of Labor Statistics, "Job Openings and Labor Turnover Summary" January 4,2022

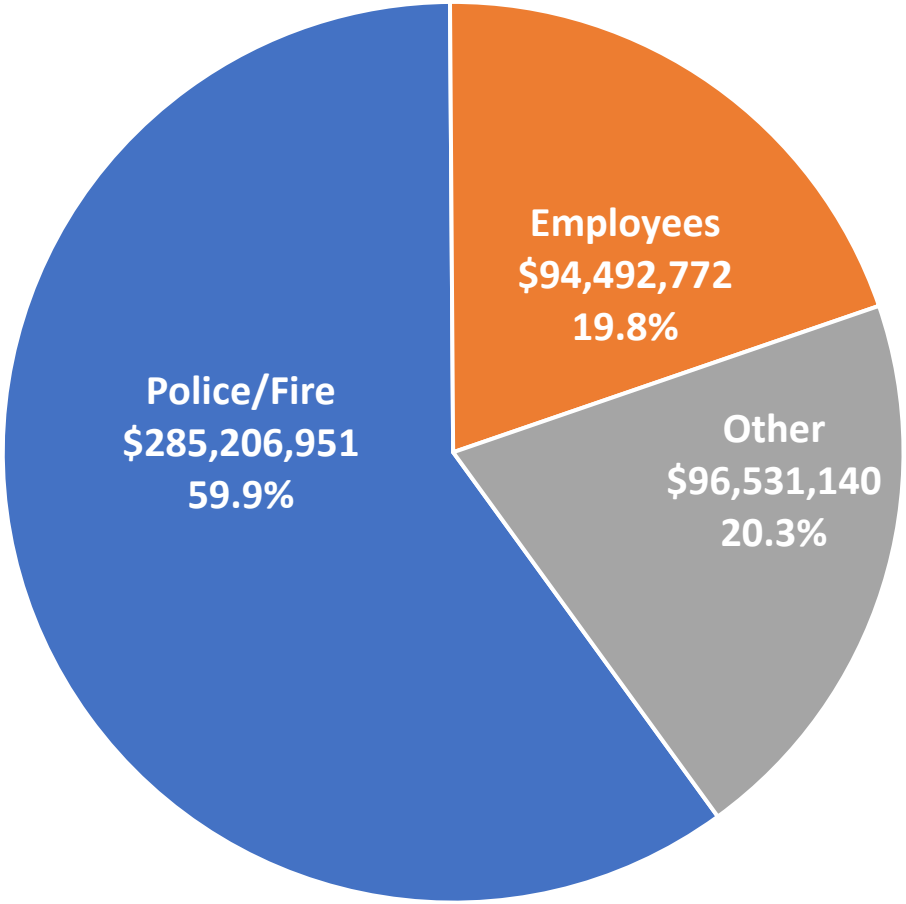
Consumer and Producer Prices

- Consumer Price Index
  - December 2021 CPI growth rate of 7.1% is the highest increase year over year since 1982.
- Producer Price Index
  - December 2021 PPI growth rate of 20.2% is the among the highest levels in more than 40 years.



Current Year General Fund

FY 2022 Budget Breakdown

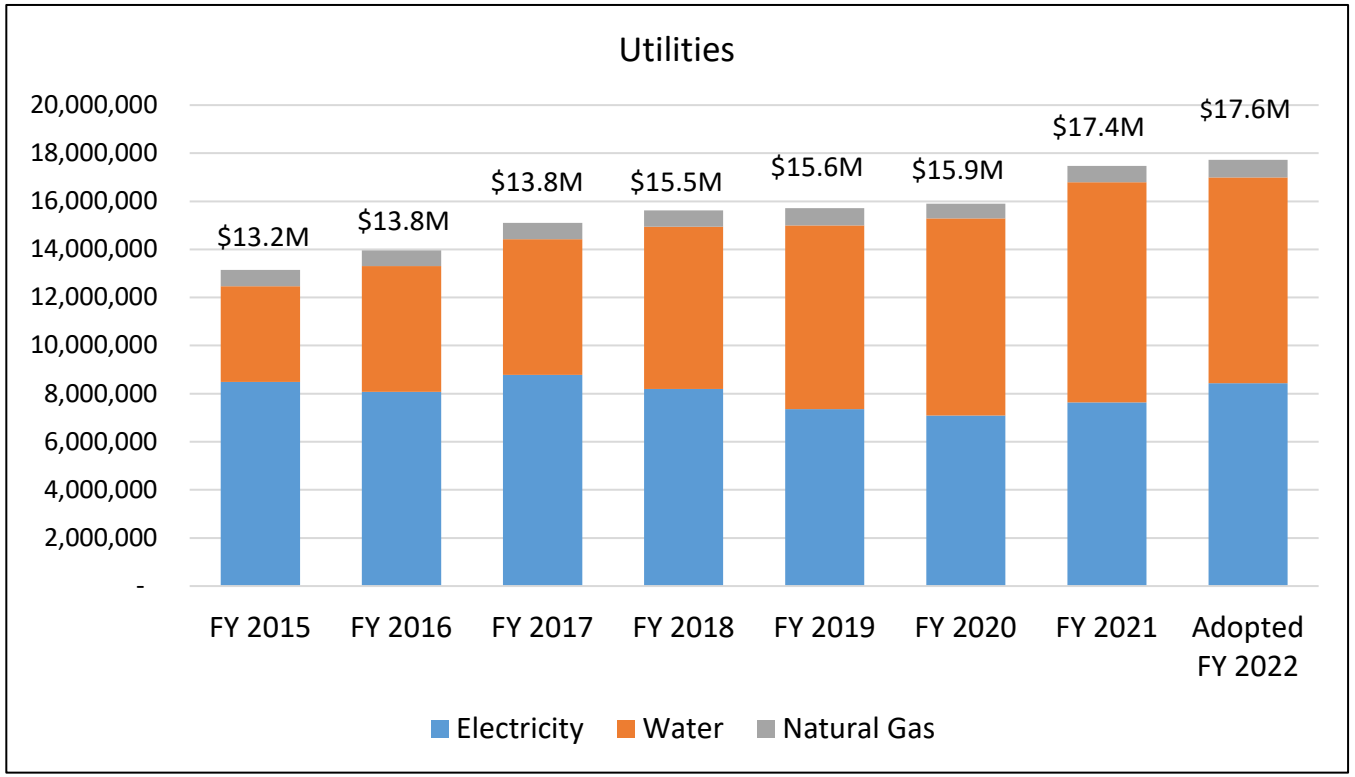


Examples of What's in the "Other" Category	Amount
Utilities	$17,727,659
Appraisal Services	$4,497,542
IT software/hardware contracts	$9,323,702
Vehicle maintenance/fuel	$5,381,547
Phones, postage, shipping	$2,103,238
Maintenance & repairs (bldgs. Pools, streets)	$6,319,193
General liability and property insurance	$1,742,978
Janitorial and security contracts	$3,893,311
Economic Incentive agreements	$5,136,484
Animal Shelter (employee costs budgeted as a transfer)	$3,892,958
Residential street projects	$6,463,841
Waterparks (employee costs budgeted as a transfer)	$3,384,943
Subtotal	**$69,917,396**

=$69.9 million is 14.7% of total budget.

Leaves only 5.6% of total budget remaining

Utilities



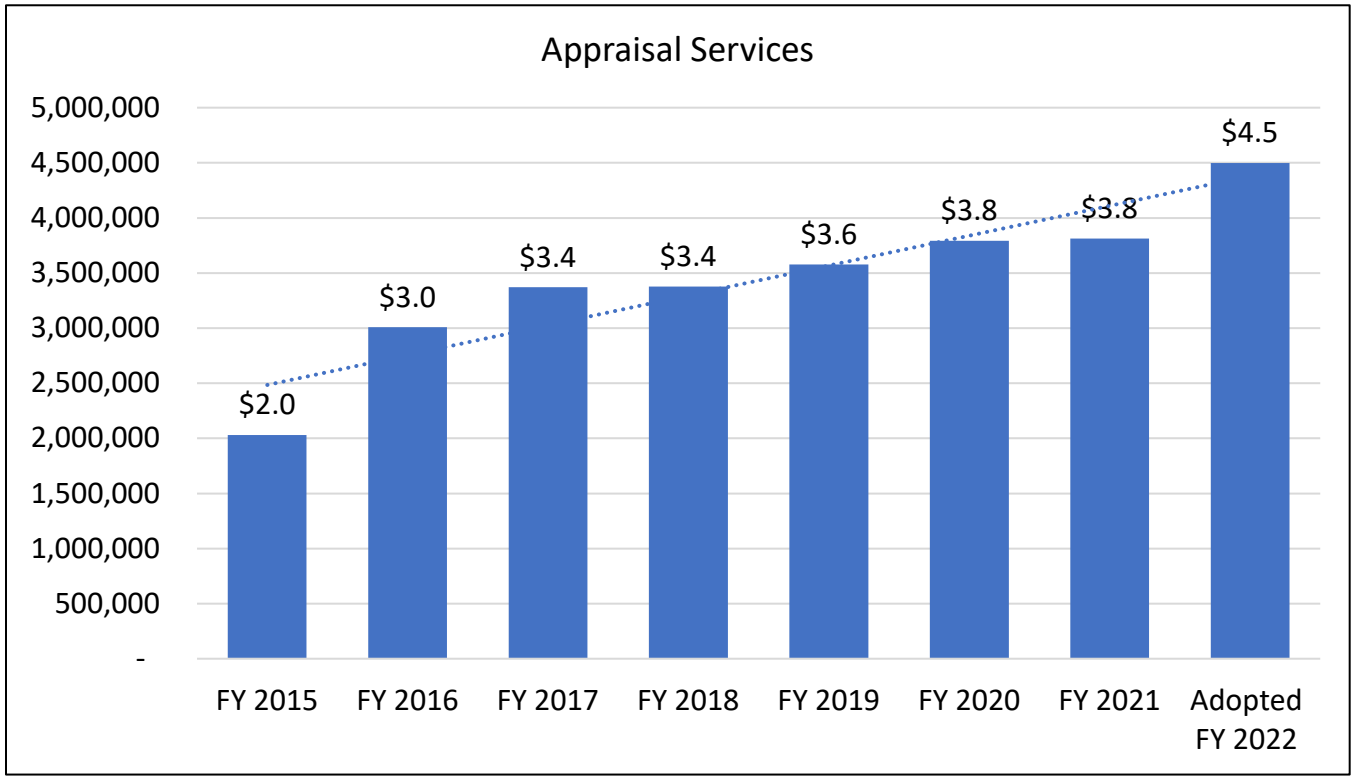
Key Factors:

- Increasing utility rates
- New Quality of Life Capital Projects (ex. more park acreage, new community centers)

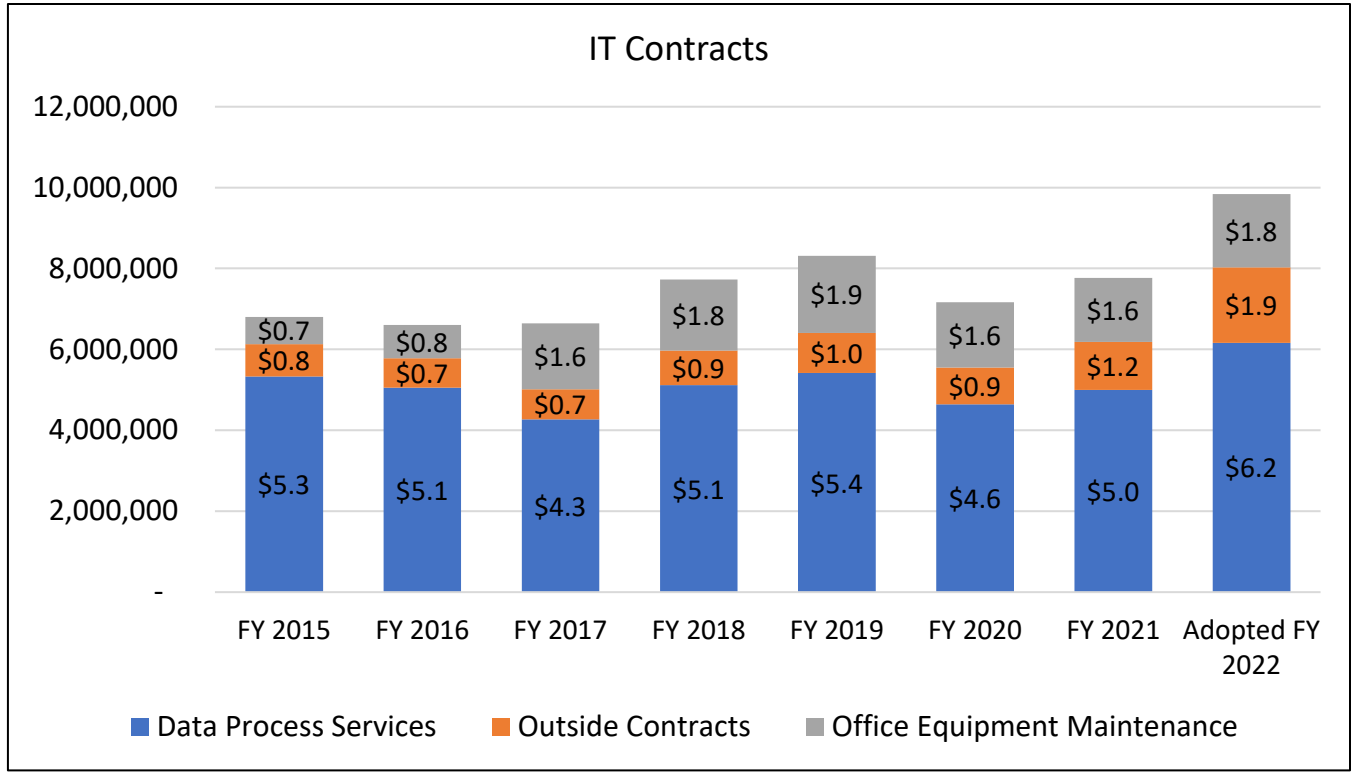
Appraisal Services

Key Factors:

- Based on the El Paso Central Appraisal Districts Operating Budget of $18 million
- City of El Paso pays 25.2% of the Central Appraisal District budget
- Calculation is set by the Texas Tax Code



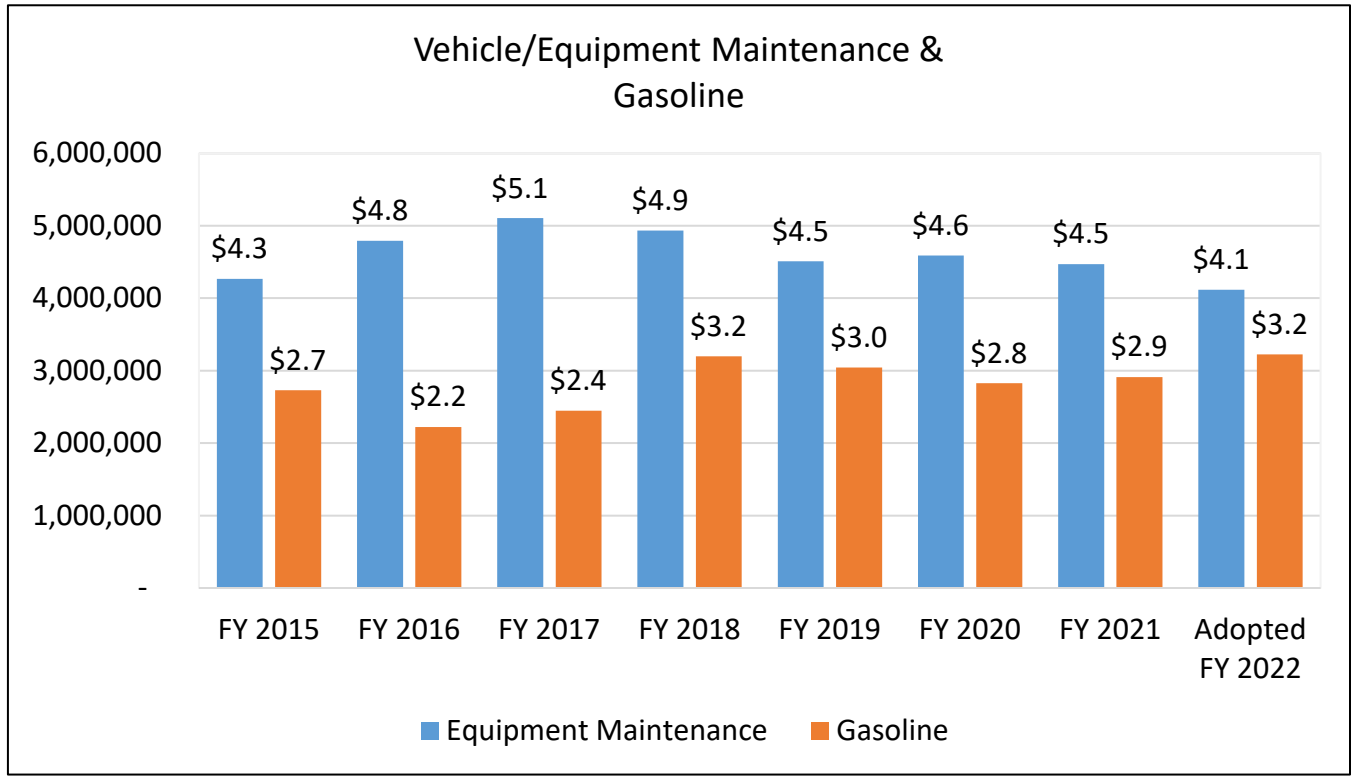
Information Technology Contracts



Key Factors:

- Includes enterprise agreements
- Investment in telecommuting support services
- Motorola P25 (public safety radio) contract increase
- Projected increase in costs for existing contracts
- Enhanced cybersecurity efforts

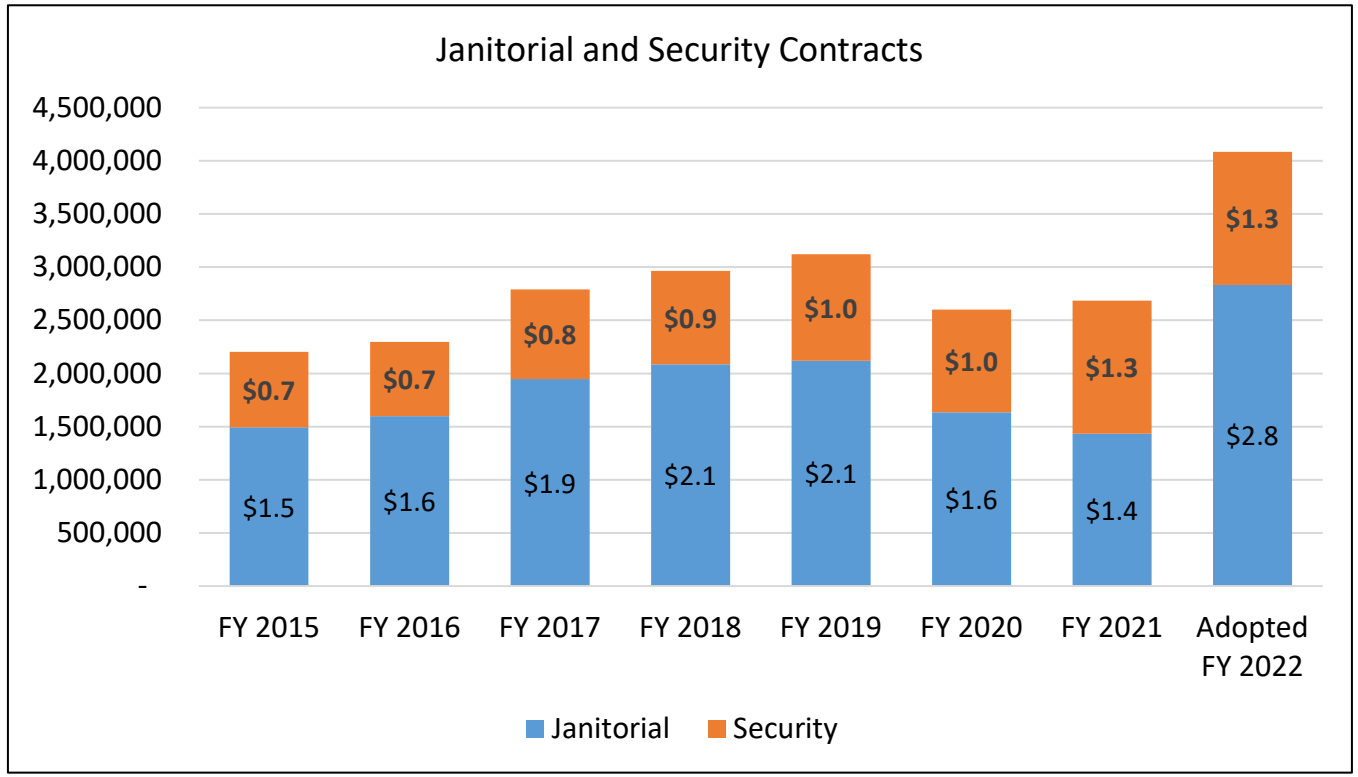
Vehicle Maintenance/Gasoline



Key Factors:

- Vehicle Maintenance is impacted by the age of the fleet for proactive and reactive maintenance
- New vehicles help reduce maintenance costs and improve fuel efficiency
- Gasoline prices fluctuate with the market

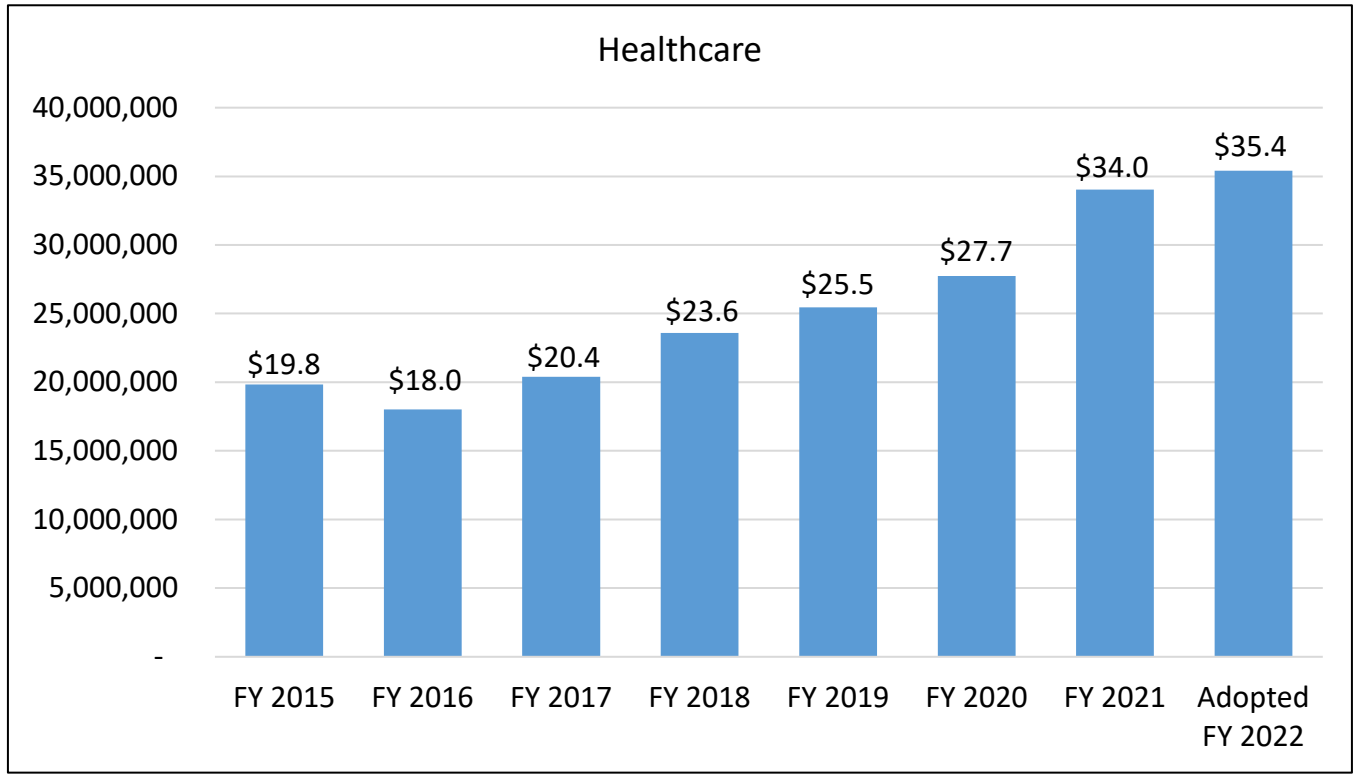
Janitorial & Security Contracts



Key Factors:

- Increase in number of facilities to maintain
- Increase in estimated cost of services due to current labor market
- COVID-19 Impact during FY 2020 and FY 2021

Healthcare Costs



Key Factors:

- Increase in General Fund healthcare costs have nearly doubled from $18 million to $35.4 million
- Large increase in FY 2021 mainly due to impacts of COVID-19

FY 2023 and Beyond
In Summary

- Public Safety – future collective bargaining impacts, increased staffing and operating costs from 2019 Public Safety Bond projects
- Capital projects - $407.1 million in bonds remaining to issue for previously approved projects
- Workforce – address vacancies, retention, and healthcare costs
- 2012 Quality of Life Bond – future operating costs for bond projects
- Unfunded needs - facility maintenance, vehicle and equipment replacement, technology investments, additional capital projects

Budget Challenges

- Unfunded departmental supplemental requests
- Unfunded Council Budget Requests
- Retaining and recruiting essential vacancies
- COVID Operations – estimated costs still being determined based on current response levels
- Aging Infrastructure, facilities, and equipment

Budget Challenges

Limited Annual Revenue Growth

- Revenue is being impacted by State actions
- S.B. 2 – limiting property tax increase on local governments (from 8% to 3.5%)
- Median Maintenance on State Roads - City forced to take over after defunding by State
- Senate Bill 1152 – impacted revenue generated from telecommunications franchise
- Red light Camera – elimination of revenue source

Financial Transformation
Tools and Actions

- Creation of pay-go funding for priorities (streets, public safety, parks, economic development)
- Regional economic development strategy – sales tax
- Evaluate service delivery – eliminate/reduce
- Evaluate electrification of fleet
- Continuous improvement – LSS Projects and Examiner Training
- Utilizing the organization chart to improve alignment and service delivery, while consolidating positions

Financial Transformation
Tools and Actions

Strategically save money while increasing revenue:

- Increased reserves every year since 2015
- Stabilization fund created - March 2020
- Organizational restructuring – efficiencies and savings of $6.4 million in savings
- Existing debt refinancing - create savings of $46 million in debt refinancing since 2016
- El Paso Electric franchise agreement - $750K for General Fund and $5.3M for Economic Development

Next Steps…..

- Finalize the Five-Year Financial Forecast
- Present to City Council
- Chime In! Kickoff

Mission

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

Vision

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

Values

Integrity, Respect, Excellence, Accountability, People

File #: 22-89, **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, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

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

TxDOT operational update on design and construction projects to include aesthetic/landscaping elements.

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

AGENDA DATE: **February 1, 2022**
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: **Jennifer Wright (TxDOT)**
Yvette Hernandez, (915) 212-1860

DISTRICT(S) AFFECTED: **All Districts**

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

SUBGOAL: **N/A**

SUBJECT:
TxDOT operational update on design and construction projects to include aesthetic/ landscaping elements.

BACKGROUND / DISCUSSION:
TxDOT will report on current design and construction projects with estimated completion dates.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Yvette Hernandez

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

Revised 04/09/2021

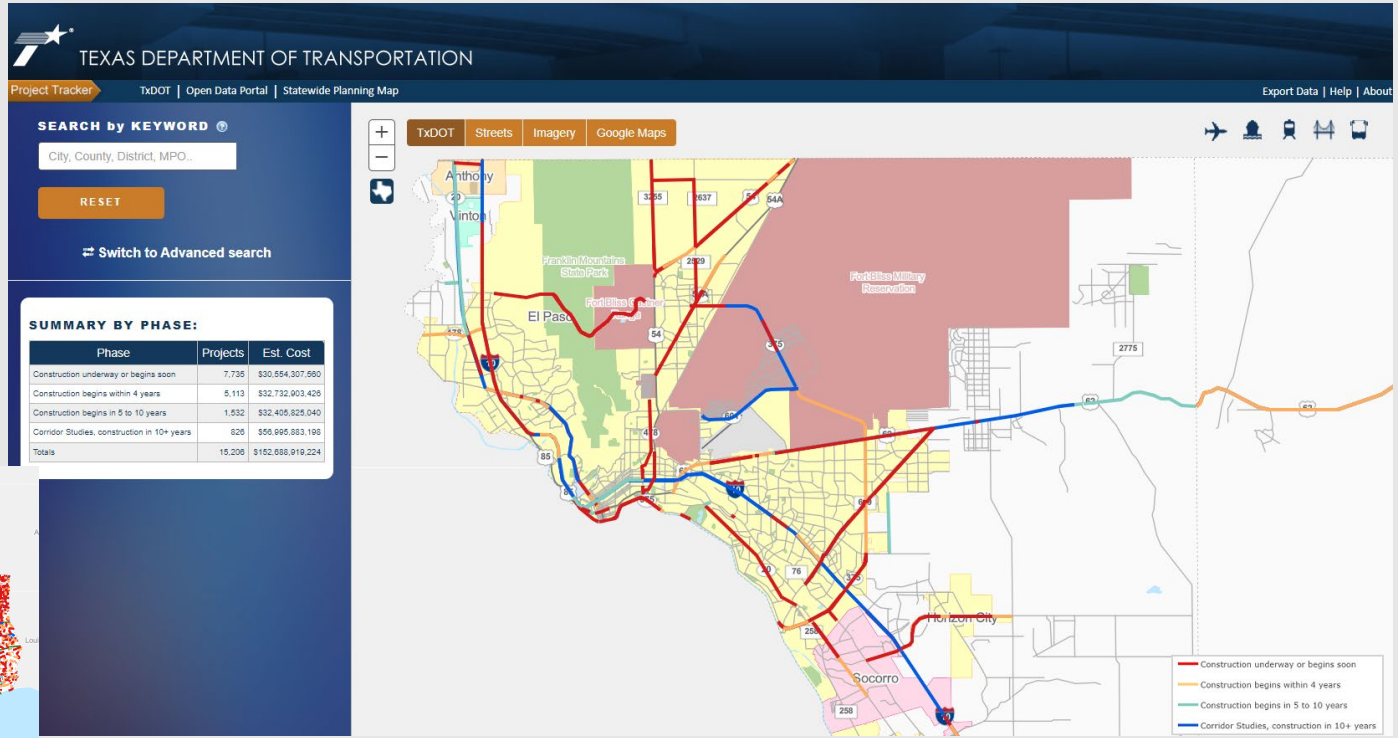
El Paso District Current & Future Construction Projects

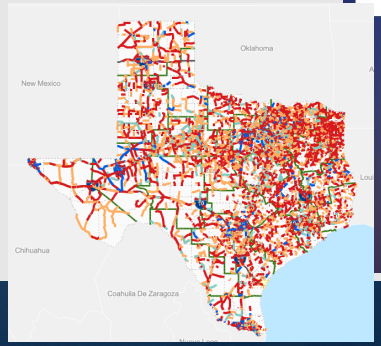
Connecting You To Texas

January 31, 2022

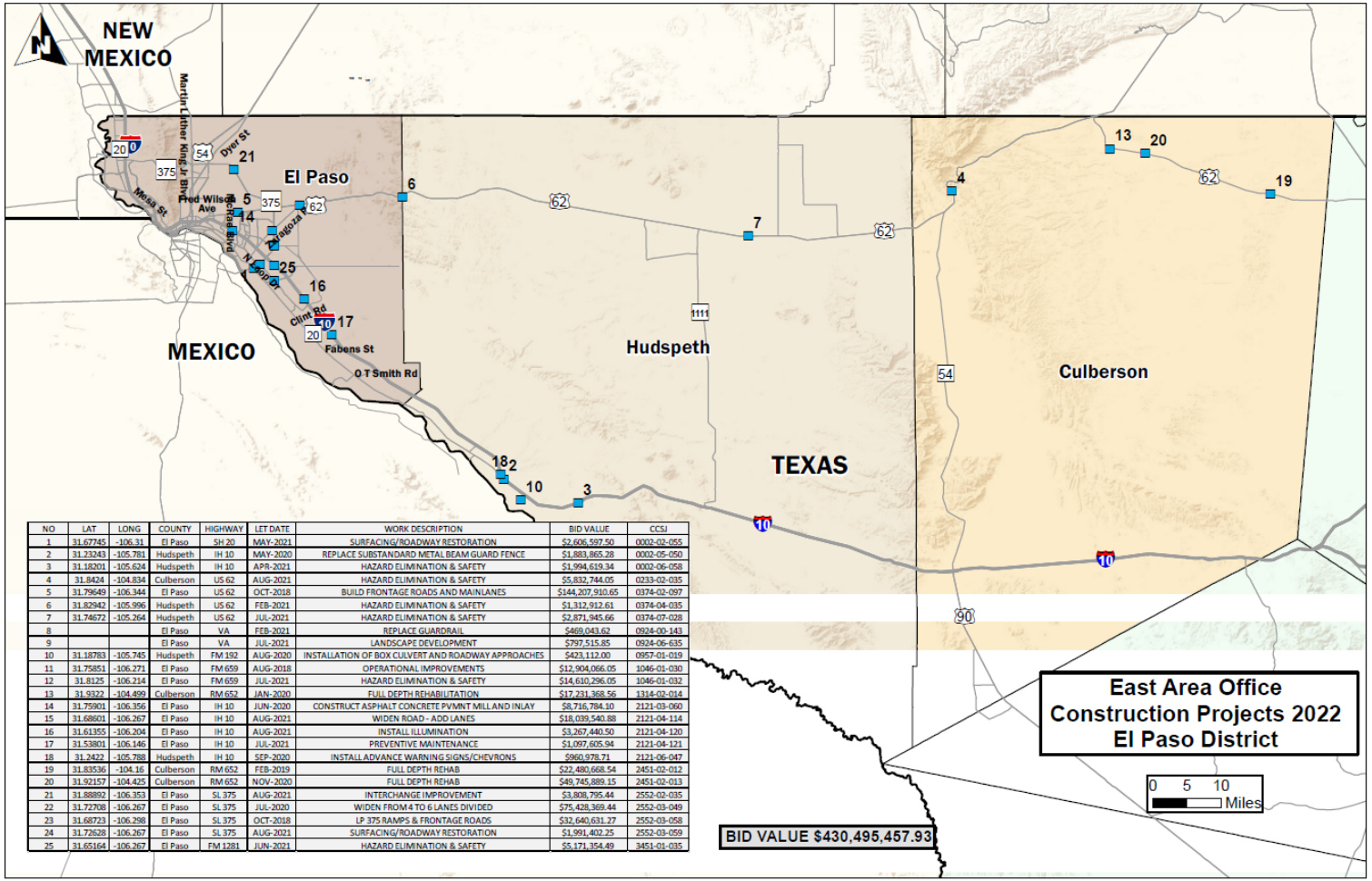
Project Tracker at TxDOT.gov

- https://apps3.txdot.gov/apps-cq/project_tracker/



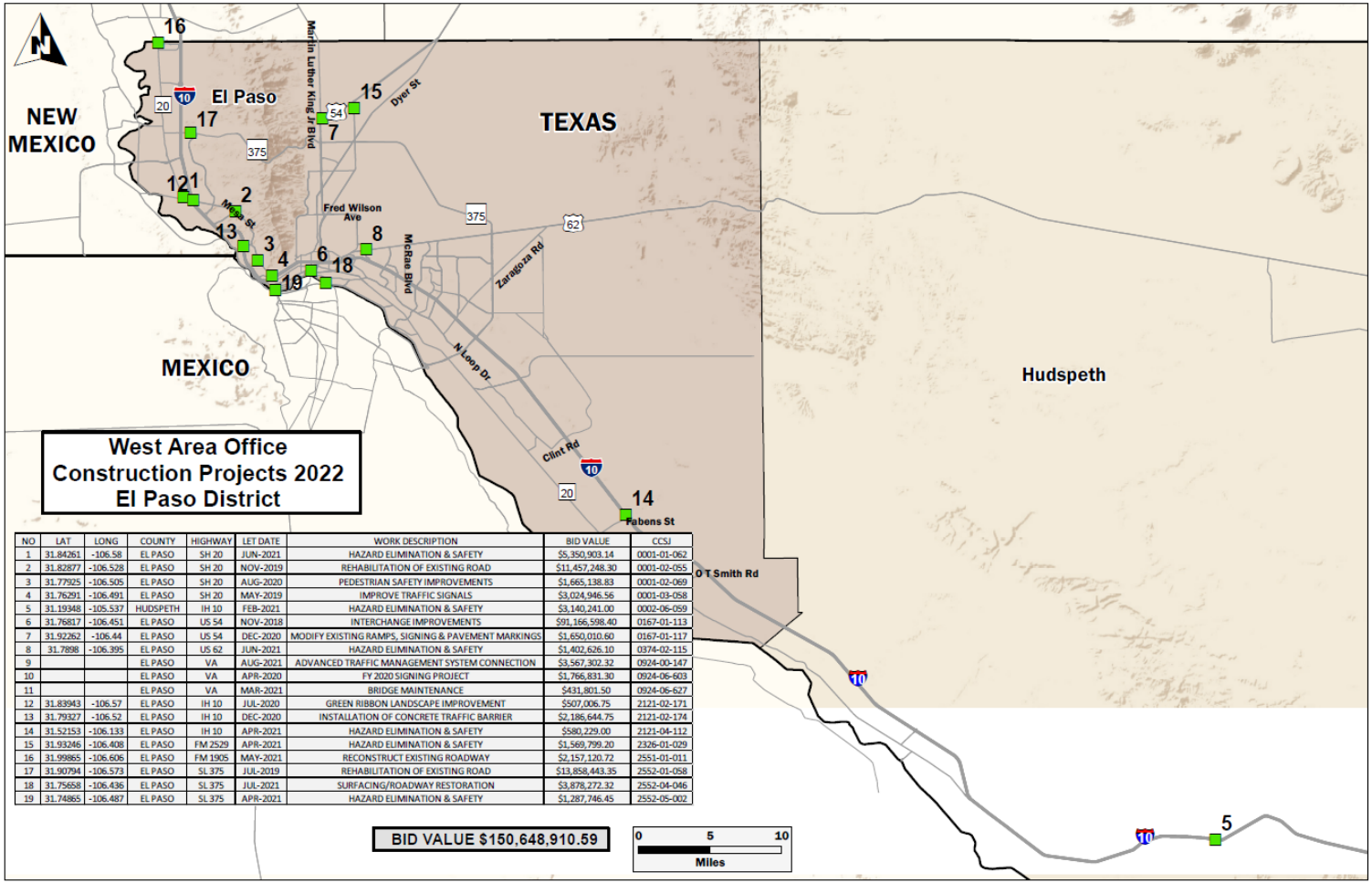


East



NO	LAT	LONG	COUNTY	HIGHWAY	LET DATE	WORK DESCRIPTION	BID VALUE	CCSJ
1	31.67745	-106.31	El Paso	SH 20	MAY-2021	SURFACING/ROADWAY RESTORATION	$2,606,597.50	0002-02-055
2	31.23243	-105.781	Hudspeth	IH 10	MAY-2020	REPLACE SUBSTANDARD METAL BEAM GUARD FENCE	$1,883,865.28	0002-05-050
3	31.18201	-105.624	Hudspeth	IH 10	APR-2021	HAZARD ELIMINATION & SAFETY	$1,994,619.34	0002-06-058
4	31.8424	-104.834	Culberson	US 62	AUG-2021	HAZARD ELIMINATION & SAFETY	$5,832,744.05	0233-02-035
5	31.79649	-106.344	El Paso	US 62	OCT-2018	BUILD FRONTAGE ROADS AND MAINLANES	$144,207,910.65	0374-02-097
6	31.82942	-105.996	Hudspeth	US 62	FEB-2021	HAZARD ELIMINATION & SAFETY	$1,312,912.61	0374-04-035
7	31.74672	-105.264	Hudspeth	US 62	JUL-2021	HAZARD ELIMINATION & SAFETY	$2,871,945.66	0374-07-028
8			El Paso	VA	FEB-2021	REPLACE GUARDRAIL	$469,043.62	0924-00-143
9			El Paso	VA	JUL-2021	LANDSCAPE DEVELOPMENT	$797,515.85	0924-06-635
10	31.18783	-105.745	Hudspeth	FM 192	AUG-2020	INSTALLATION OF BOX CULVERT AND ROADWAY APPROACHES	$423,112.00	0957-01-019
11	31.75851	-106.271	El Paso	FM 659	AUG-2018	OPERATIONAL IMPROVEMENTS	$12,904,066.05	1046-01-030
12	31.8125	-106.214	El Paso	FM 659	JUL-2021	HAZARD ELIMINATION & SAFETY	$14,610,296.05	1046-01-032
13	31.9322	-104.499	Culberson	RM 652	JAN-2020	FULL DEPTH REHABILITATION	$17,231,368.56	1314-02-014
14	31.75901	-106.356	El Paso	IH 10	JUN-2020	CONSTRUCT ASPHALT CONCRETE PVMNT MILL AND INLAY	$8,716,784.10	2121-03-060
15	31.68601	-106.267	El Paso	IH 10	AUG-2021	WIDEN ROAD - ADD LANES	$18,039,540.88	2121-04-114
16	31.61355	-106.204	El Paso	IH 10	AUG-2021	INSTALL ILLUMINATION	$3,267,440.50	2121-04-120
17	31.53801	-106.146	El Paso	IH 10	JUL-2021	PREVENTIVE MAINTENANCE	$1,097,605.94	2121-04-121
18	31.2422	-105.788	Hudspeth	IH 10	SEP-2020	INSTALL ADVANCE WARNING SIGNS/CHEVRONS	$960,978.71	2121-06-047
19	31.83536	-104.16	Culberson	RM 652	FEB-2019	FULL DEPTH REHAB	$22,480,668.54	2451-02-012
20	31.92157	-104.425	Culberson	RM 652	NOV-2020	FULL DEPTH REHAB	$49,745,889.15	2451-02-013
21	31.88892	-106.353	El Paso	SL 375	AUG-2021	INTERCHANGE IMPROVEMENT	$3,808,795.44	2552-02-035
22	31.72708	-106.267	El Paso	SL 375	JUL-2020	WIDEN FROM 4 TO 6 LANES DIVIDED	$75,428,369.44	2552-03-049
23	31.68723	-106.298	El Paso	SL 375	OCT-2018	LP 375 RAMPS & FRONTAGE ROADS	$32,640,631.27	2552-03-058
24	31.72628	-106.267	El Paso	SL 375	AUG-2021	SURFACING/ROADWAY RESTORATION	$1,991,402.25	2552-03-059
25	31.65164	-106.267	El Paso	FM 1281	JUN-2021	HAZARD ELIMINATION & SAFETY	$5,171,354.49	3451-01-035

West

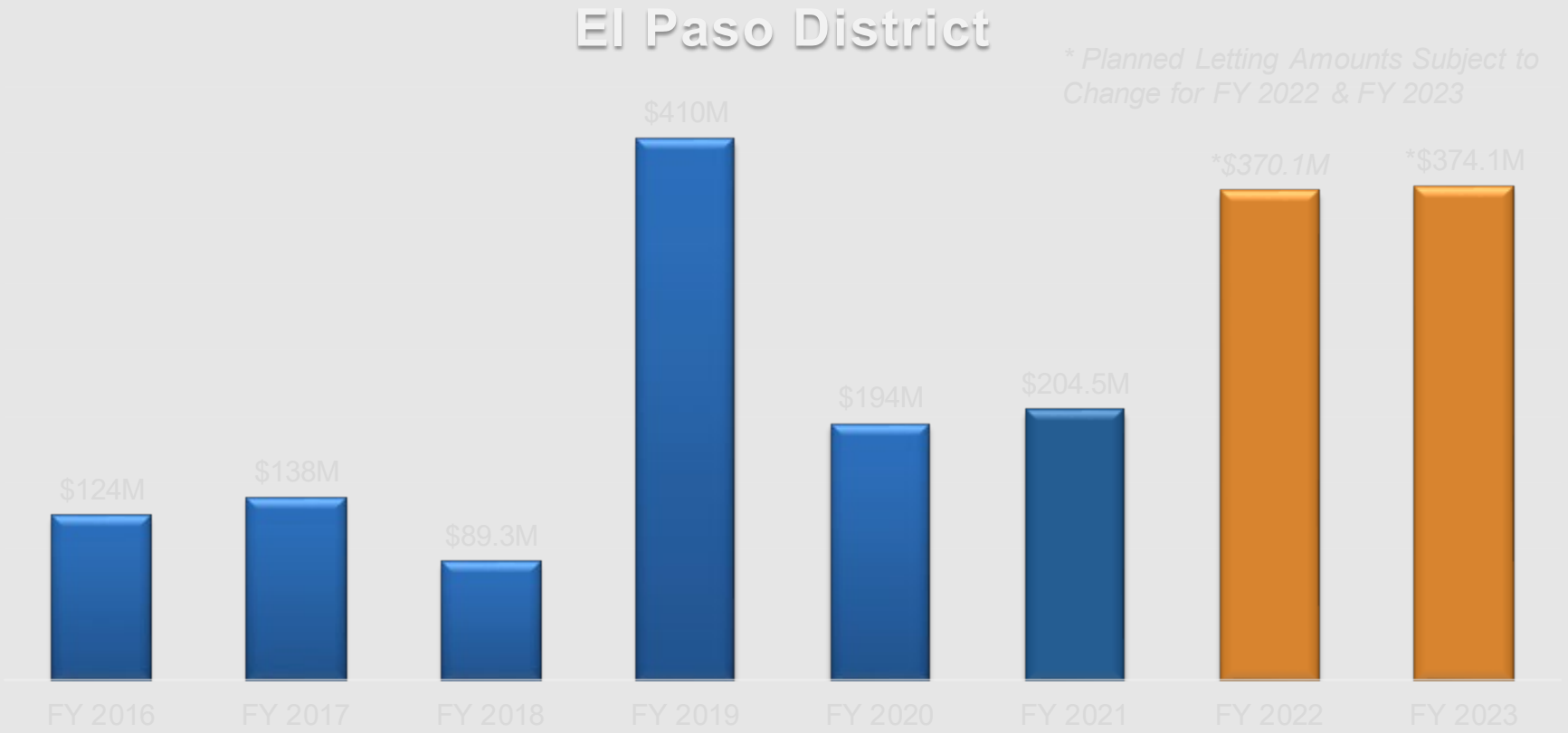


NO	LAT	LONG	COUNTY	HIGHWAY	LET DATE	WORK DESCRIPTION	BID VALUE	CCSJ
1	31.84261	-106.58	EL PASO	SH 20	JUN-2021	HAZARD ELIMINATION & SAFETY	$5,350,903.14	0001-01-062
2	31.82877	-106.528	EL PASO	SH 20	NOV-2019	REHABILITATION OF EXISTING ROAD	$11,457,248.30	0001-02-055
3	31.77925	-106.505	EL PASO	SH 20	AUG-2020	PEDESTRIAN SAFETY IMPROVEMENTS	$1,665,138.83	0001-02-069
4	31.76291	-106.491	EL PASO	SH 20	MAY-2019	IMPROVE TRAFFIC SIGNALS	$3,024,946.56	0001-03-058
5	31.19348	-105.537	HUDSPETH	IH 10	FEB-2021	HAZARD ELIMINATION & SAFETY	$3,140,241.00	0002-06-059
6	31.76817	-106.451	EL PASO	US 54	NOV-2018	INTERCHANGE IMPROVEMENTS	$91,166,598.40	0167-01-113
7	31.92262	-106.44	EL PASO	US 54	DEC-2020	MODIFY EXISTING RAMPS, SIGNING & PAVEMENT MARKINGS	$1,650,010.60	0167-01-117
8	31.7898	-106.395	EL PASO	US 62	JUN-2021	HAZARD ELIMINATION & SAFETY	$1,402,626.10	0374-02-115
9			EL PASO	VA	AUG-2021	ADVANCED TRAFFIC MANAGEMENT SYSTEM CONNECTION	$3,567,302.32	0924-00-147
10			EL PASO	VA	APR-2020	FY 2020 SIGNING PROJECT	$1,766,831.30	0924-06-603
11			EL PASO	VA	MAR-2021	BRIDGE MAINTENANCE	$431,801.50	0924-06-627
12	31.83943	-106.57	EL PASO	IH 10	JUL-2020	GREEN RIBBON LANDSCAPE IMPROVEMENT	$507,006.75	2121-02-171
13	31.79327	-106.52	EL PASO	IH 10	DEC-2020	INSTALLATION OF CONCRETE TRAFFIC BARRIER	$2,186,644.75	2121-02-174
14	31.52153	-106.133	EL PASO	IH 10	APR-2021	HAZARD ELIMINATION & SAFETY	$580,229.00	2121-04-112
15	31.93246	-106.408	EL PASO	FM 2529	APR-2021	HAZARD ELIMINATION & SAFETY	$1,569,799.20	2326-01-029
16	31.99865	-106.606	EL PASO	FM 1905	MAY-2021	RECONSTRUCT EXISTING ROADWAY	$2,157,120.72	2551-01-011
17	31.90794	-106.573	EL PASO	SL 375	JUL-2019	REHABILITATION OF EXISTING ROAD	$13,858,443.35	2552-01-058
18	31.75658	-106.436	EL PASO	SL 375	JUL-2021	SURFACING/ROADWAY RESTORATION	$3,878,272.32	2552-04-046
19	31.74865	-106.487	EL PASO	SL 375	APR-2021	HAZARD ELIMINATION & SAFETY	$1,287,746.45	2552-05-002

El Paso District – Construction Projects (01/27/2022)

AREA OFFICE NAME	NUMBER of PROJECTS	BID VALUE
ALPINE AREA OFFICE	13	$85,170,777.57
EAST EL PASO AREA OFFICE	25	$430,495,457.93
EL PASO WEST AREA OFFICE	19	$150,648,910.59
GRAND TOTAL	**57**	**$666,315,146.09**

El Paso District Letting Volumes FY 2016 – FY 2023



I-10 Connect Project

This project

- Adds seamless connectivity between I-10 and Loop 375
- Eases Congestion
- Additional lanes to I-110 for storage
- Maximizes existing assets
- Improves environmental impacts

Cost: $97 Million

Let Date: November 2018, in FY 2019

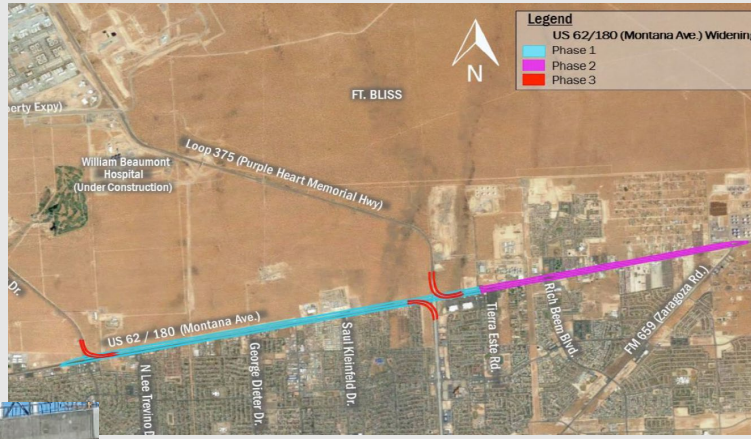
Construction Start Date: February 2019

Expected Duration: 2.5 - 3 years

Substantially Complete

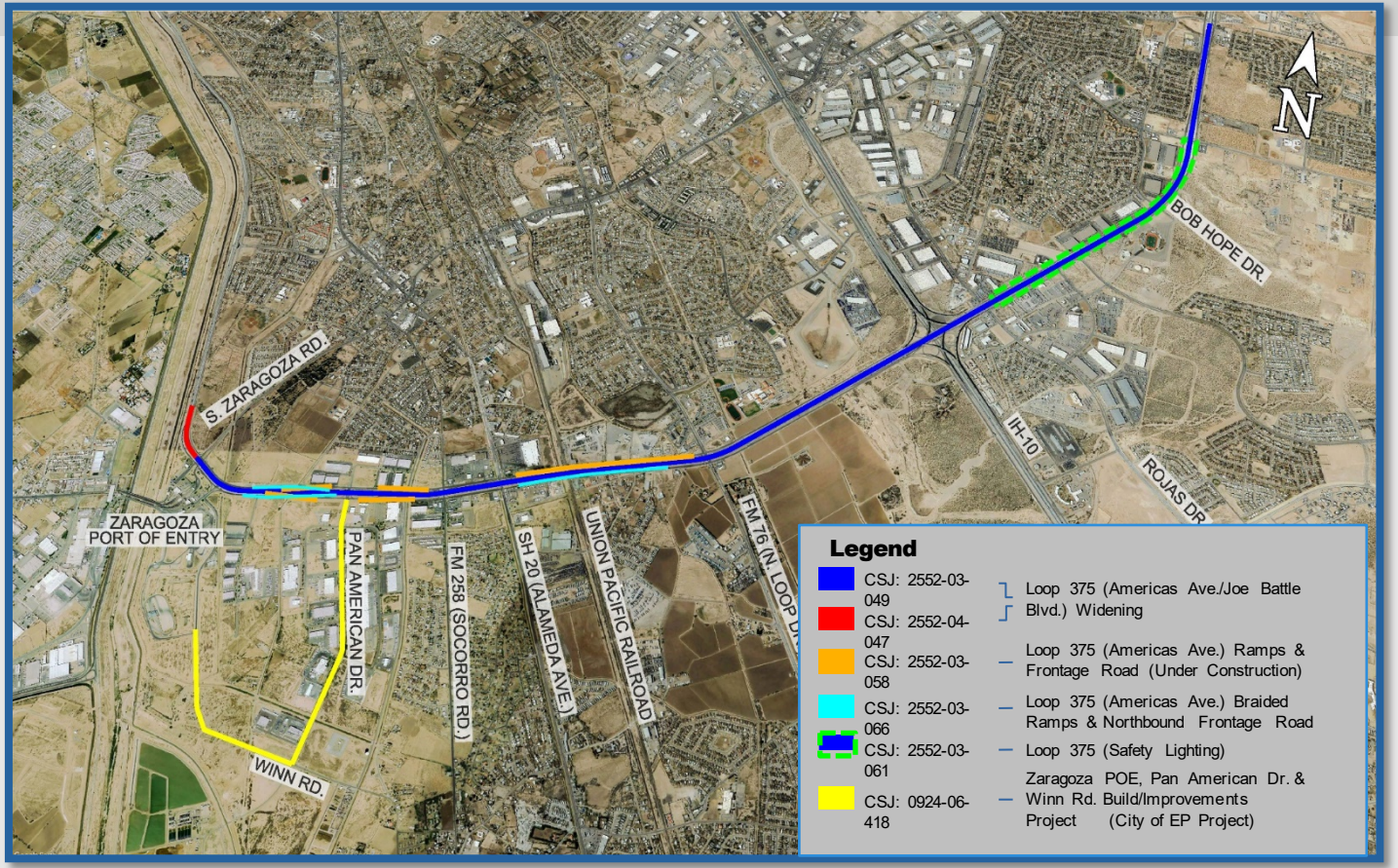
Montana Avenue (US 62/180) Project Phasing

Phase 1: (Let 10/2018, $144million) Expressway & Frontage Roads from Global Reach Drive to Zaragoza Road, including interchange improvements at Lee Trevino, Wooster, George Dieter, Saul Kleinfeld, SL 375 and Global Reach.



Let Date: October 2018, FY 2019
Construction Start Date: Spring 2019
Estimated Completion Date: Winter 2022

Loop 375 - Bob Hope Dr. to Zaragoza Rd.

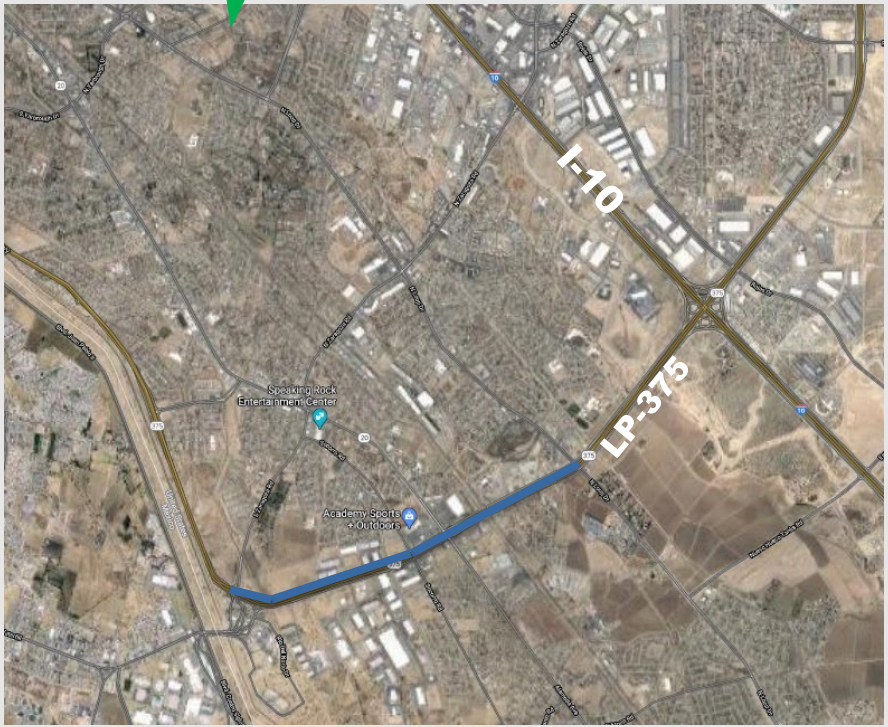


LP 375 Frontage Roads and Ramps Project

Loop 375 frontage road and ramp from I-10 to Zaragoza Port of Entry

This project

- Extends southbound frontage roads
- Reverses at-grade ramps
- Adds bridge over railroad line and canal, providing connectivity between North Loop and Alameda on frontage roads, reducing congestion on the mainlanes.



Construction Cost : $32.6 Million

Let Date: October 2018

Substantially Complete

Loop 375 Main Lane Widening, I-10 to Zaragoza

Loop 375 widening from 4 to 6 lanes from Bob Hope to Zaragoza Road (FM 659)

This project

- Adds capacity (includes bridge widening)
- Adds braided ramps
- Adds northbound frontage roads
- Adds high mast lighting throughout the project limits.

Construction Cost : $75.4 Million

Start Date: Spring 2021

Est. Construction Time: 3.5 years

Loop 375 Progress Photo

Transmountain Road Rehabilitation

This Mill and Inlay project

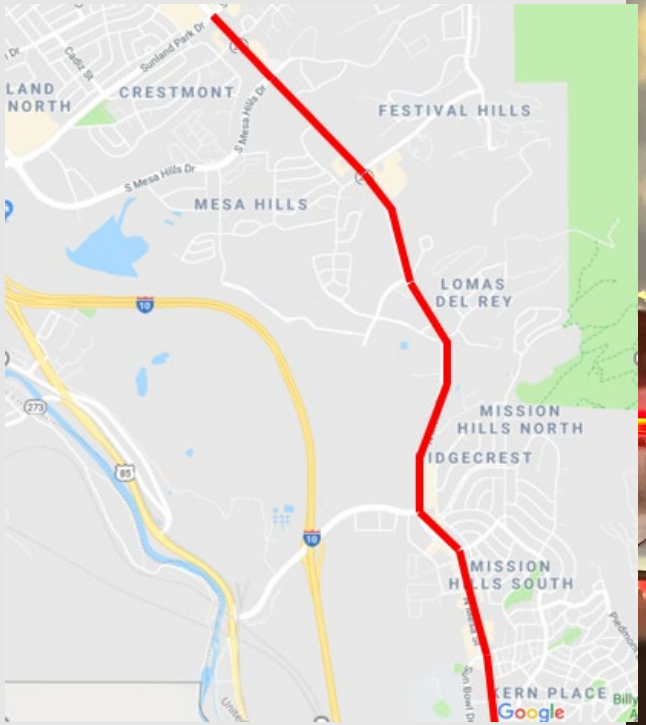
- Improves pavement
- Installs cable barrier along the median
- Replaces metal beam guard fence
- Improves drainage

Crews continue to work on center median and drainage

Cost: $13.8 million

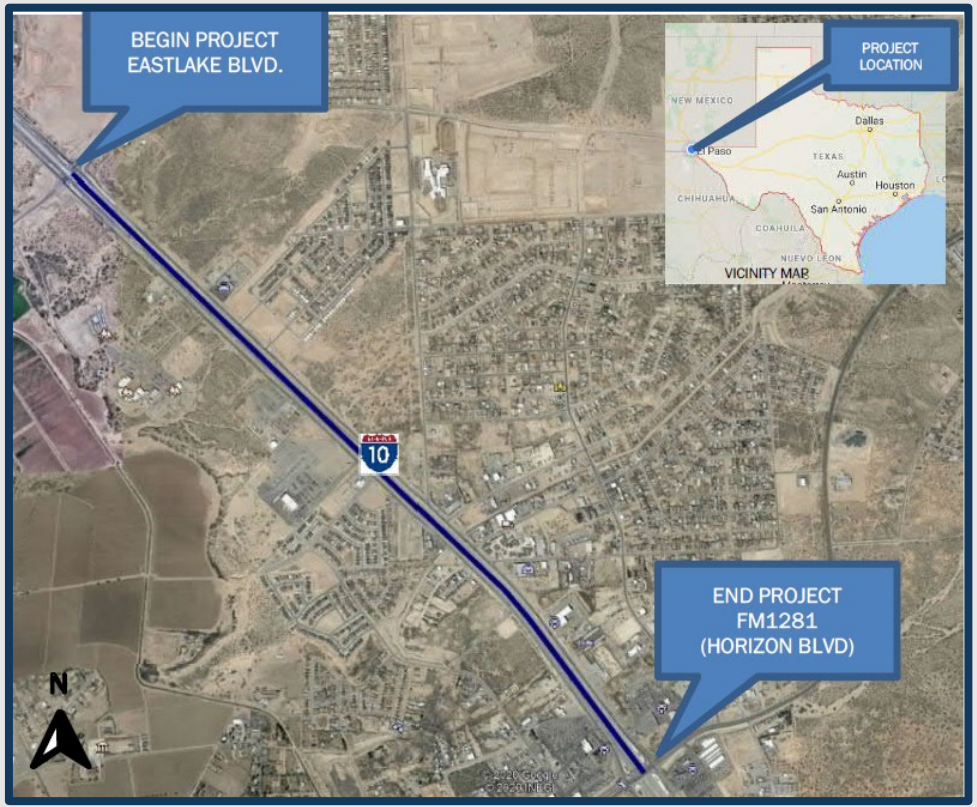
North Mesa Rehabilitation Project

Northbound and Southbound from Sunland Park Drive to Glory Road



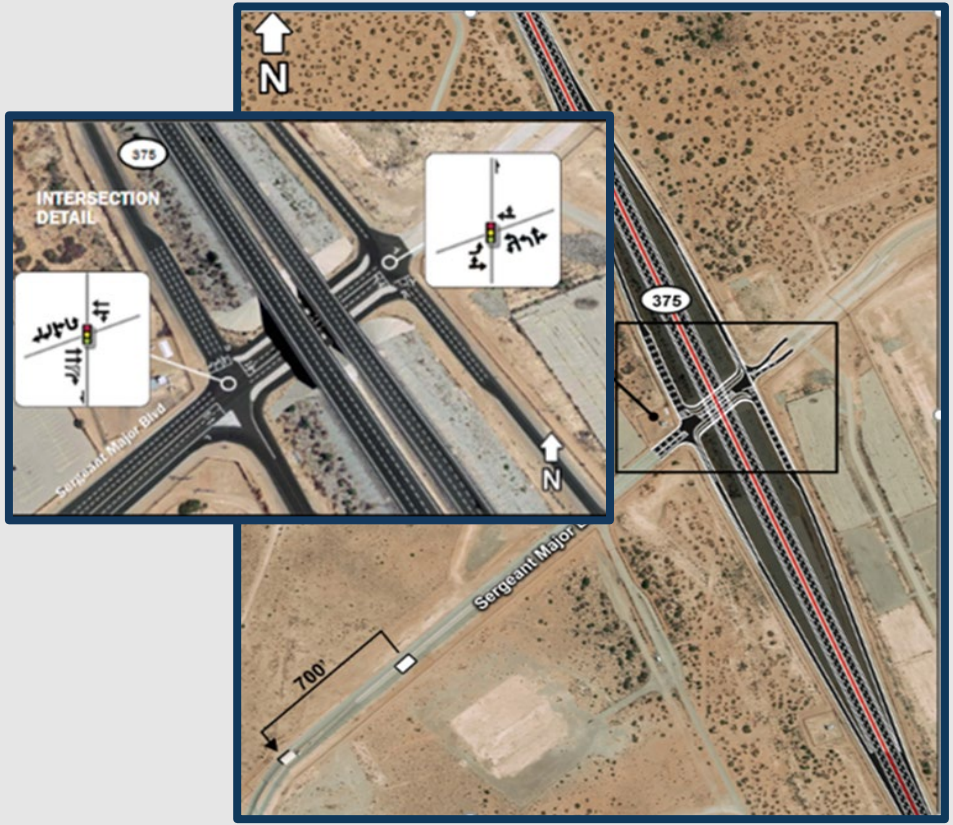
I-10 Widening – East, Eastlake to Horizon

- **County:** El Paso
- **Highway:** IH 10
- **Limits:** From Eastlake Blvd to FM 1281 (Horizon Blvd)
- **Description:** Widen From 4 to 6 Lanes
- **Cost:** $18 Million
- **Let Date:** August 2021
- **RMS 2020 Project**



Loop 375 at Sargeant Major

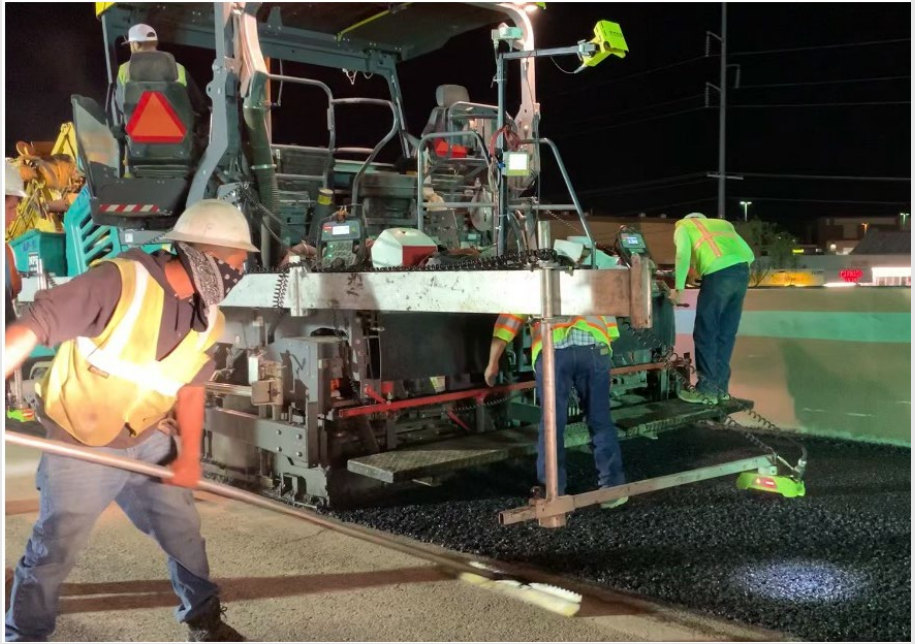
- **Highway:** SL 375
- **Limits:** From 1 mile N of Sargeant Major to 1 mile S of Sargeant Major SL 375 Interchange (At Sargeant Major)
- **Description:** Operational Improvements for the intersections of Sergeant Major Blvd at Loop 375 NB and SB Ramps
- **Cost:** $3.8 Million
- **Let Date:** August 2021
- **RMS 2020 Project**



Preventative Maintenance Projects, El Paso County

Current Projects

- FM 1905 (Doniphan Drive to Antonio Street) in Anthony
- Loop 375 Cesar Chavez Border Highway by US-54
- Alameda east of Loop 375
- Zaragoza, Sunfire - Montana
- Loop 375 Frontage Road, Pellicano to North Loop



End the Streak, Road to Zero Projects

Raised Medians, Sidewalks, Pedestrian Rail, Illumination Safety Improvements - installing safety lighting, new raised medians, sidewalks, and pedestrian rail to prevent mid-block crossing in pedestrian-heavy corridors

Wrong Way Driver System - on Loop 375 to help prevent head-on crashes LED Wrong Way Signs, RVSD (Radar Vehicle Sensing Device), Infrared Camera detectors, Color Dynamic Message Signs & ITS Wrong Way Detection Processor System.

Median Concrete Barrier on Montana to help prevent drivers from running off the road.

Ramp Modifications - modifying existing ramp configuration, signing, and pavement markings on US54 Ramps (MLK Blvd to Sean Haggerty) to help prevent rear end crashes. Crews will relocate existing off ramp.

Pedestrian Hybrid Beacons and Rail - pedestrian improvements by UTEP, installation of Pedestrian Hybrid Beacons and Rail on North Mesa Street from Baltimore Drive to River Ave. and installation of Pedestrian Hybrid Beacons on Dyer from Harrison Ave. to Flory Ave.

Concrete Traffic Barrier Concrete traffic barrier will replace outdated rail barrier on I-10 from Executive to near University.

#EndTheStreakTX

Raised Median Safety Projects, with Lighting and Pedestrian Safety

- Dyer, Monroe to Kemp
- Dyer, US 54 to Hercules
- Copia, I-10 to Clifton
- Paisano, Santa Fe to Stanton
- Paisano, Stanton to Saint Vrain
- McCombs, south of US 54 to Dyer
- Montana, Cessna to Hawkins
- Alameda, east of Loop 375
- Zaragoza, east of Loop 375 to Montana
- Mesa, Cincinnati District
- Lee Trevino at La Quinta

US 62/180 Safety Improvement Project

US 62/180 Montana Ave. from Airway Blvd. to Sam Moore Pl.

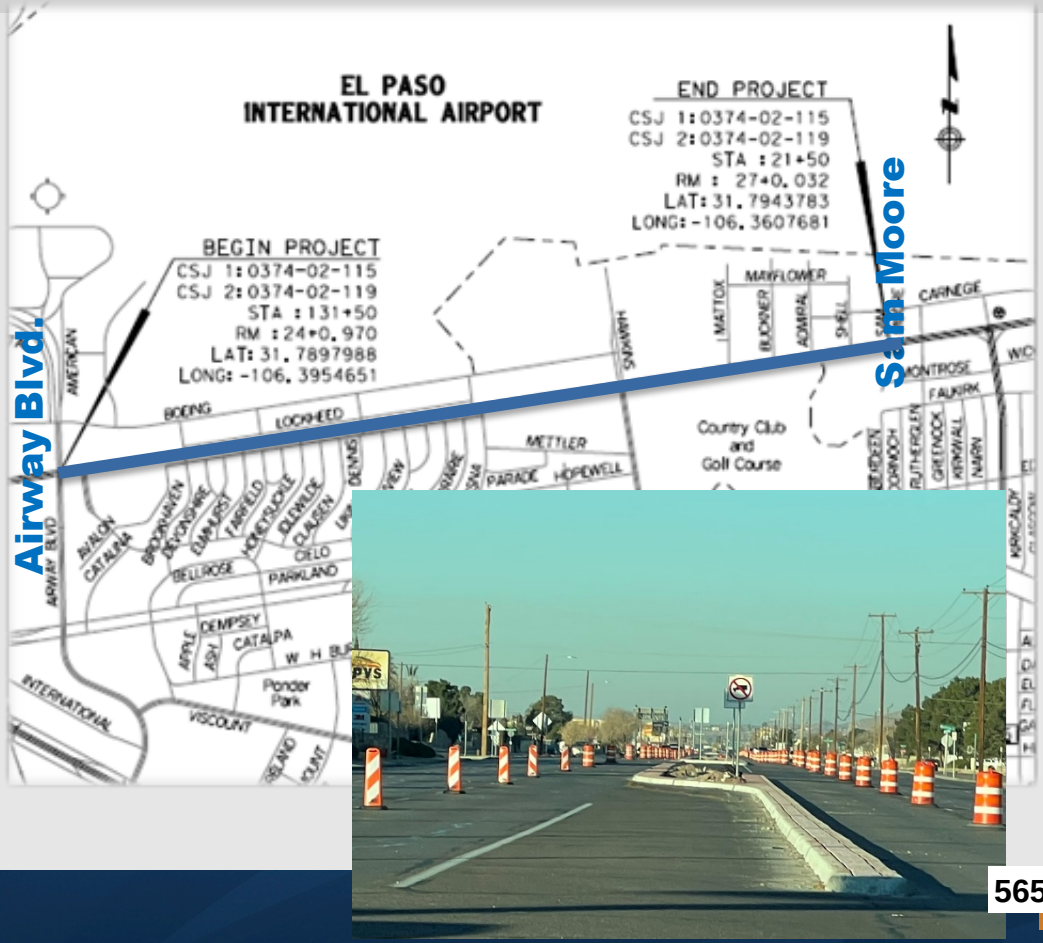
This project constructs raised medians

Construction Cost : $1.4 Million

Let Date: June 2021

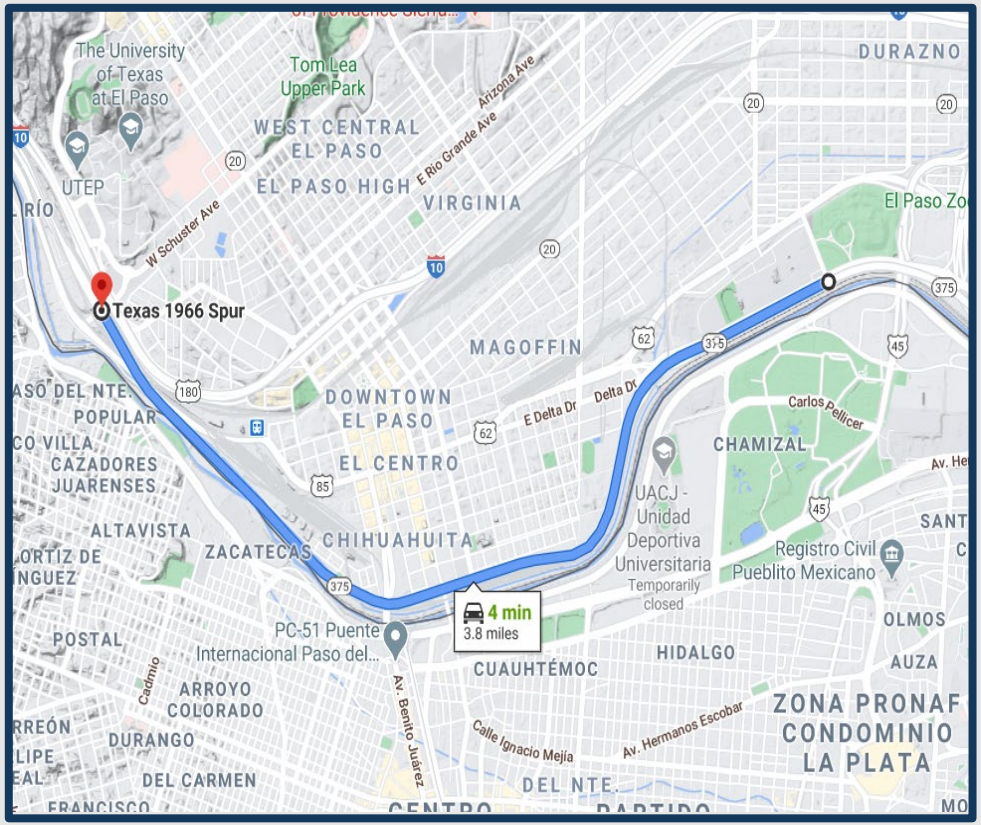
Est. Completion Date: Fall 2022

Future Median Landscaping Project in FY ~~2023~~ 2022: Utilizing Green Ribbon Funds

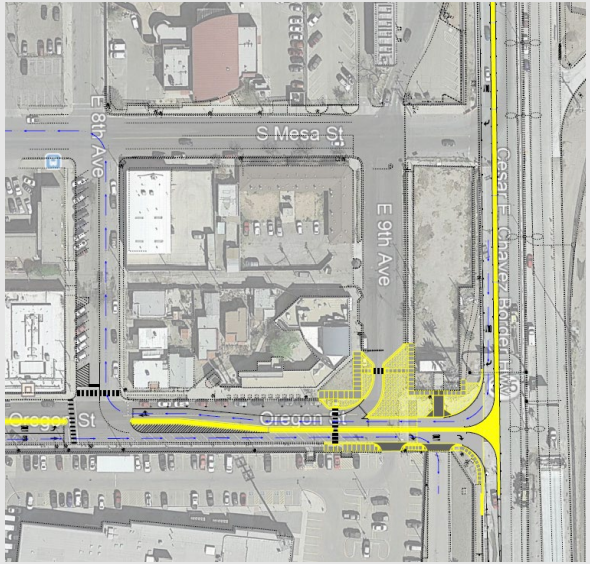


Loop 375 Wrong Way Driver Advanced Technologies

- **County:** El Paso
- **Highway:** SL 375
- **Limits:** From San Marcial St. to SS 1966
- **Description:** Wrong Way Driver Advanced Technologies
- **Funded Amount:** $1.3 Million
- **Let Date:** April 2021
- **Estimated Completion:** May 2022



Wrong Way Driver Technology



- Wrong-Way Driver Detection System (WWDDS)

DETECTION	VERIFICATION	ALERTS/ NOTIFICATION	RESOLVE	RESET
• WWD identified by detector after entering detection zone • Flashing wrong-way signs activated • Alerts sent to Traffic Management Center (TMC) operator	• CCTV camera located near WWDDS, pans to track WWD • TMC operator confirms WWD	• TMC operator follows protocol and alerts law enforcement agencies (LEA) • WWD message sent to DMS located for upstream traffic. Other appropriate ITS devices activated.	• WWD is safely intercepted by LEA personnel and incident is cleared	• Cameras pan to default position • WWD message deactivated at upstream DMS • Flashing WW signs are deactivated

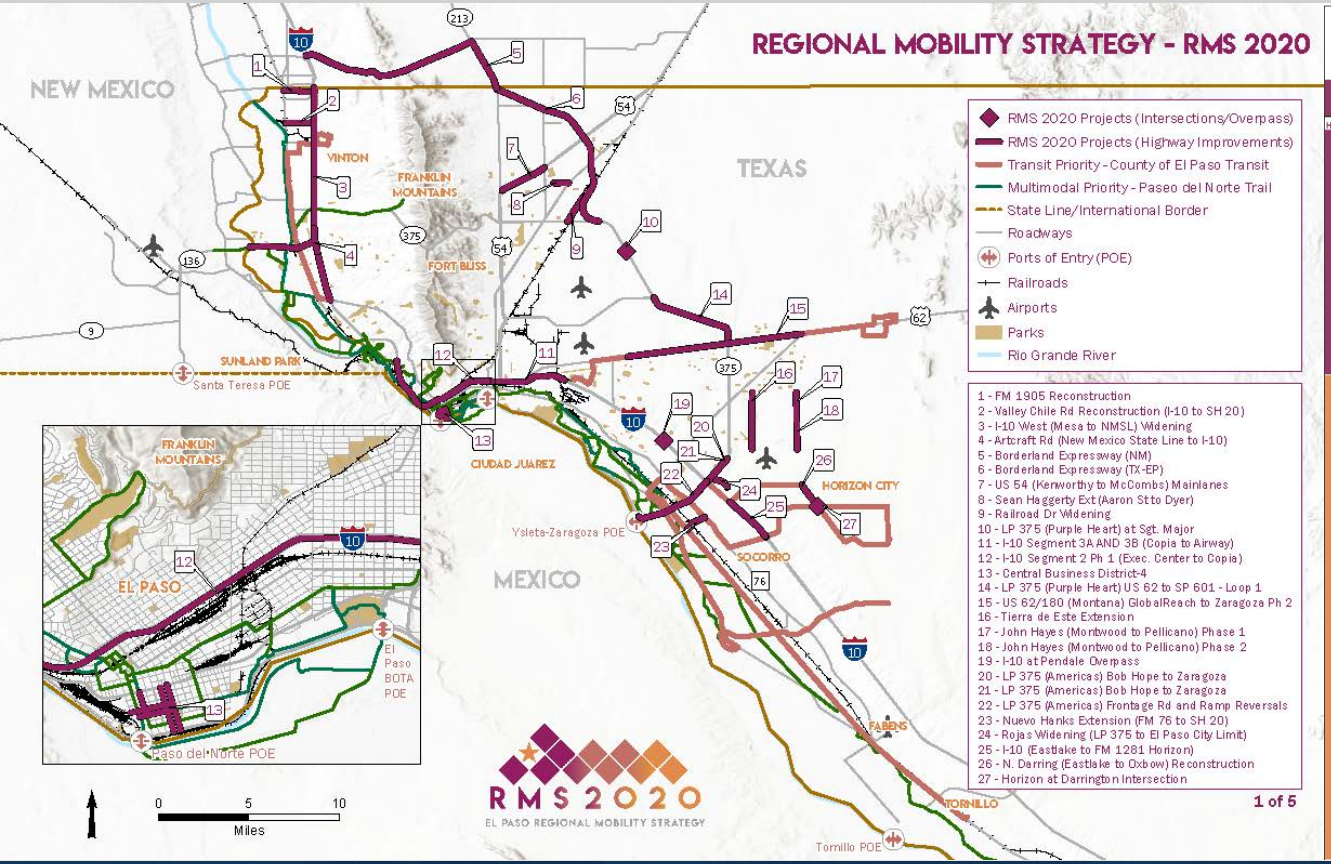
Median Cable Barrier Projects

- Two projects started in 2018, to complete this October
- Adding median cable barrier to cover gaps along 186-miles stretch of I-10 in rural El Paso, Hudspeth, and Culberson Counties
- Purely preventative, as crossover crashes result in serious injuries and fatalities

Replacing Safety Barrier, Adding High Mast Lighting on I-10 near UTEP

- Westbound right lane guardrail in progress
- Painting when weather permits
- High mast lighting in progress

RMS 2020



RMS 2020
EL PASO REGIONAL MOBILITY STRATEGY

Regional Mobility Strategy - RMS 2020

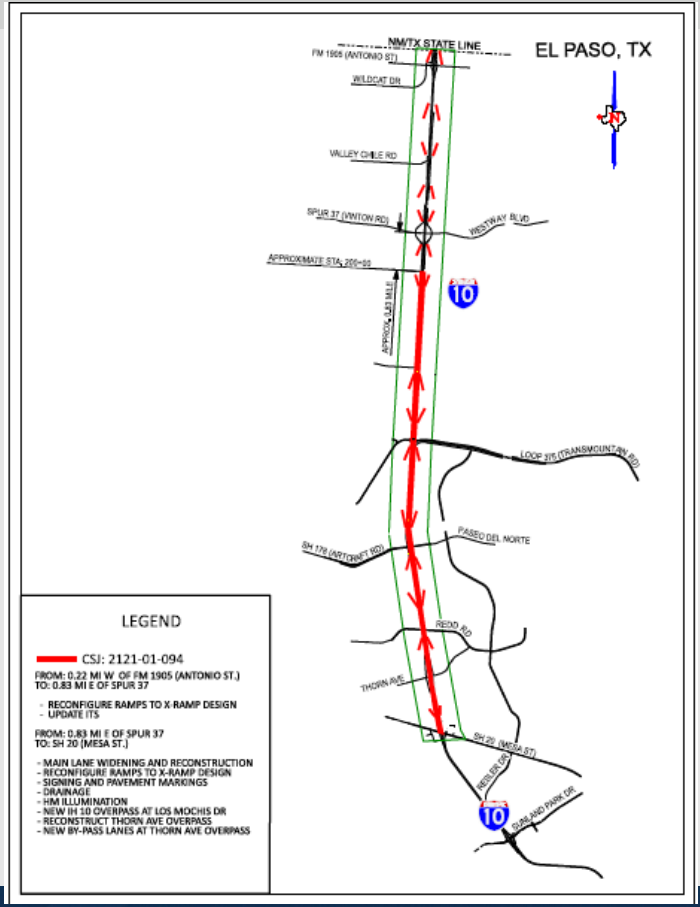
Schedule Summary Sheet

Latest Revision: 6/16/2020

	Project # on Map	CSJ	Highway	Description	Ready to Let Date	Total Project Cost (in Millions)
HIGHWAY IMPROVEMENTS						
National-Regional Impact Priorities	6	[illegible]	Borderland Expressway (TX-NEP)	Build 4 lanes and overpasses	2022	340.93
	5	[illegible]	Borderland Expressway (NM)		2022	67.49
	4	[illegible]	I-10 @ SH 178 (Artcraft)	Interchange improvements to include grade separation(s), rebuild I-10 overpass, U-turns, 4 Direct Connectors (DC) (3, 2-lane DC and only EB to WB DC will be 1-lane)	2024	218.50
	12	[illegible]	I-10 Segment 2 Ph1 (Exec Ctr to Copia)		2025	1065.00
	11	[illegible]	I-10 Segment 3A and 3B (Copia to Airway)		2027	895.00
Regional-Local Impact Priorities, On-system (FY2020 UTP)	20	[illegible]	LP 375 (Americas) Bob Hope to Zaragoza	Widen from 4 to 6 lanes divided from Bob Hope to Zaragoza Rd	2020	30.03
	21	[illegible]	LP 375 (Americas) Bob Hope to Zaragoza	Widen 4 to 6 lanes divided	2020	4.47
	22	[illegible]	LP 375 (Americas) frontage roads & ramp reversals	The extension of frontage roads across UPRR & Reconfiguration of ramps along this segment of LP 375. Improves connectivity & Mobility & reduces congestion at the Zaragoza International Port of Entry.	2020	39.47
	14	[illegible]	LP 375 (Purple Heart) US 62 to SP 601 - Loop 1	Widen 4 to 6 lanes on mainlanes and construct 2 lane frontage roads in each direction.	2021	54.66
	10	[illegible]	LP 375 (Purple Heart) @ Sgt. Major	Operational improvements for the intersections of Sergeant Major Blvd at LP 375 Northbound and Southbound ramps	2021	6.50
	3	[illegible]	I-10 West (Mesa to NMSL) widening	Widen from 4 to 6 lanes divided	2021	176.06
	25	[illegible]	I-10 (Eastlake to FM 1281 Horizon)	Widen from 4 to 6 lanes	2021	19.00
	7	[illegible]	US 54 (Kenworthy to McCombs) mainlanes	Rebuild 4 lane divided hwy and grade separations and ramp reconfiguration	2022	41.17
	19	[illegible]	I-10 @ Pendale overpass	Construct Interchange	2024	26.06
	15	[illegible]	US 62/180 (Montana) GlobalReach to Zaragoza Ph2	Construct 6-lane (expressway) MLs EB/WB with auxiliary lanes and grade separation at intersections from Tierra Este Rd to FM 659.	2026	154.58

I-10 Widening - West, North Mesa to NM State Line – Rescoped*

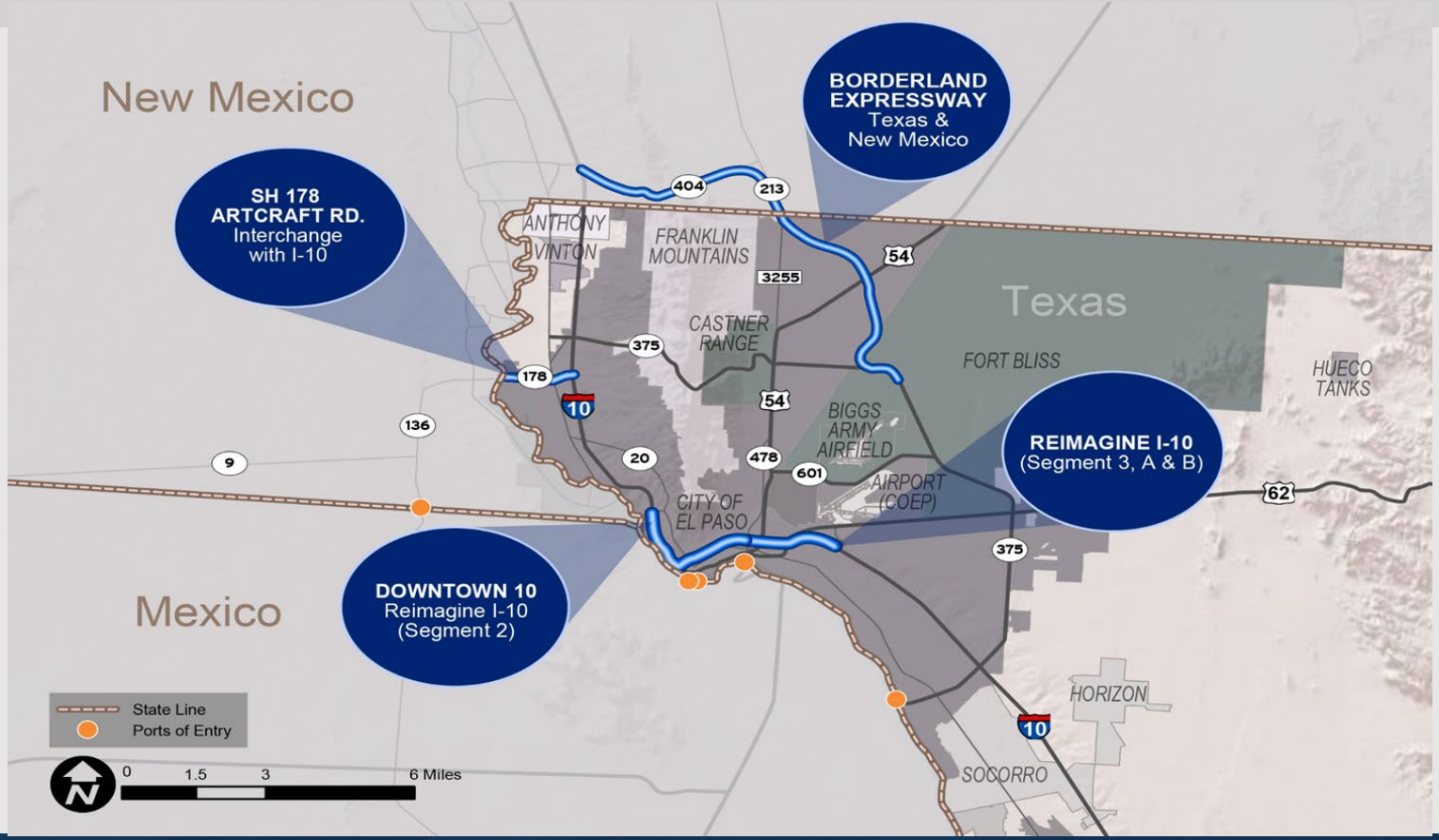
- **County:** El Paso
- **Highway:** I-10
- **Limits:** from New Mexico State Line to 0.02 miles north of North Mesa Street.
- **Description:** Expand from 4 to 6 lanes *from Mesa to south of Vinton; Ramp Reconfigurations; Reconstruct Existing Frontage Roads; Operational Improvements; and Installing Wrong Way Driver Advanced Technologies
- **Estimated Cost:** $182 Million
- **Estimated Let Date:** *February 2022
- **Estimated Duration:** 3.5 years



Loop 375 Widening and Frontage Roads – Spur 601 to Montana

- **County:** El Paso
- **Highway:** SL 375
- **Limits:** From Spur 601 to Montana Ave (US 62/180)
- **Description:** Widen From 4 to 6 Lanes on Main Lanes and Construct 2 Lane Frontage Roads
- **Funded Amount:** $54.66 Million
- **Estimated Let Date:** May 2022

Key Priority Projects



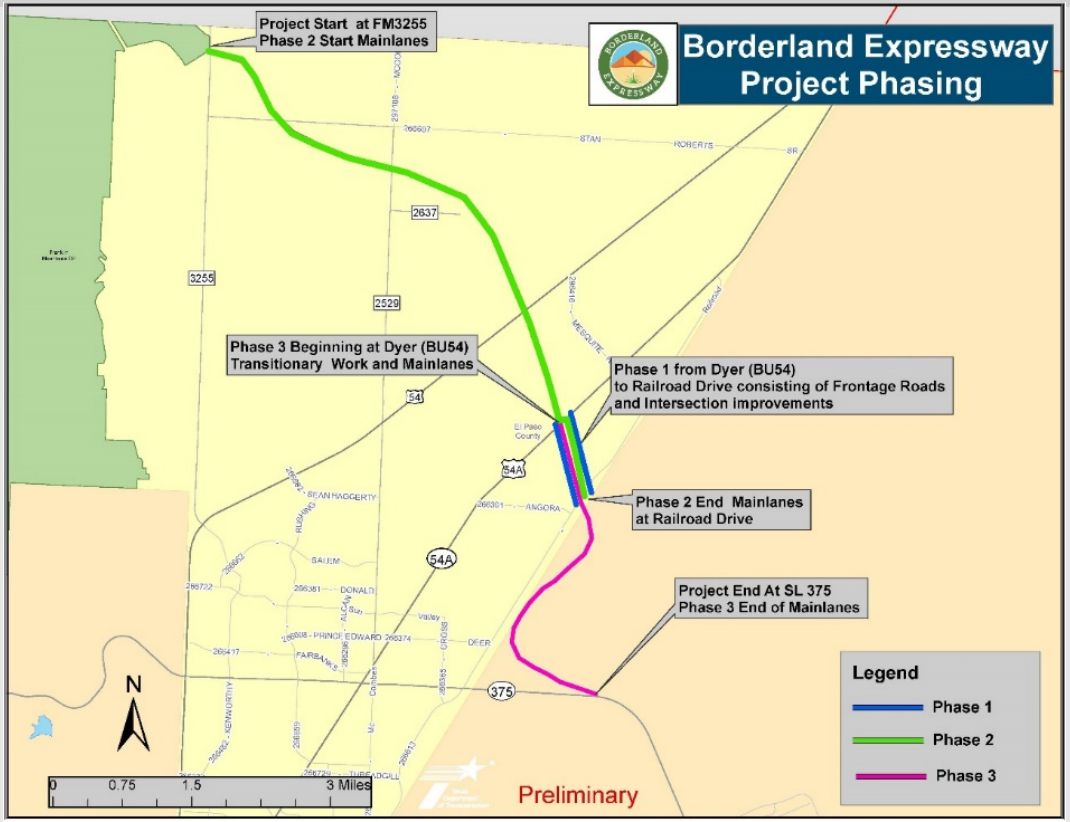
SH 178 (Artcraft Road) Interchange

- From TX/NM State line To I-10
- **Cost:** $193.5M approx.
- **Purpose**
  - Improve safety and reliability of travel time and modernized to accommodate oversized truck loads. (Santa Teresa POE in NM is the only oversized POE in the region).
- **Proposed Improvements** include:
  - Four direct connectors with two lanes, modernized to accommodate oversized truck loads, Texas turnaround bridges at South Desert Boulevard (I-10).
  - Between I-10 and SH 20 (Doniphan Drive) improvements are planned to include access control measures, reconstruction and widening, and extending frontage roads in both directions.
  - Upper Valley Road and Westside Drive planned improvements include grade separated interchanges, ramps to SH 178, and frontage roads.
- **Schematic:** 45%
- **Environmental Studies (NEPA):** 30% (anticipated to be cleared FY 2022)
- **Est. Let Date:** 05/2023

Oversized - Loads

Borderland Expressway

- From Loop 375 to FM 3255 in TX
- A proposed Texas/New Mexico bypass and freight relief route to include new location four-lane facility, grade separations, interchanges, and bicycle and pedestrian facilities in 3 Phases
- **Schematic:** 100%
- **Environmental:** EA 95%, pending Public Hearing
- **Phase 1 Estimated Let Date:** FY 2023 ($20.4 Million)
- **Total Construction Estimate:** $296,189,217



DOWNTOWN 10 PROJECT SCHEDULE

- DESIGN
  - 2021 Early Winter — Identification of Viable Alternatives
  - 2021 Summer — 20% Schematic Design Submittal of Viable Alternatives Design
  - 2021 Fall — Traffic Counts
  - 2022 Spring — No Build Traffic Projections
  - 2022 Summer — Build Traffic Projections
  - 2022 Summer — 45% VE Study of Technically Preferred Alternative
  - 2022 Fall — 60% Schematic Design of Technically Preferred Alternative
  - 2022 Fall — Initiate Utility Coordination
  - 2023 Spring — 95% Schematic Design of Technically Preferred Alternative
  - 2023 Summer — 100% Schematic Design of Recommended Preferred Alternative
- ENVIRONMENTAL DOCUMENTS
  - 2023 Spring — Draft Environmental Document
  - 2023 Summer — Final Environmental Document
  - 2023 Fall — Decision (FONSI – finding of no significant impact)
- PUBLIC MEETINGS
  - 2020 Summer — Public Meeting #1
  - 2021 Spring — Public Meeting #2
  - 2022 Fall — Public Meeting #3
  - 2023 Spring **Public Hearing**

Subject to change.

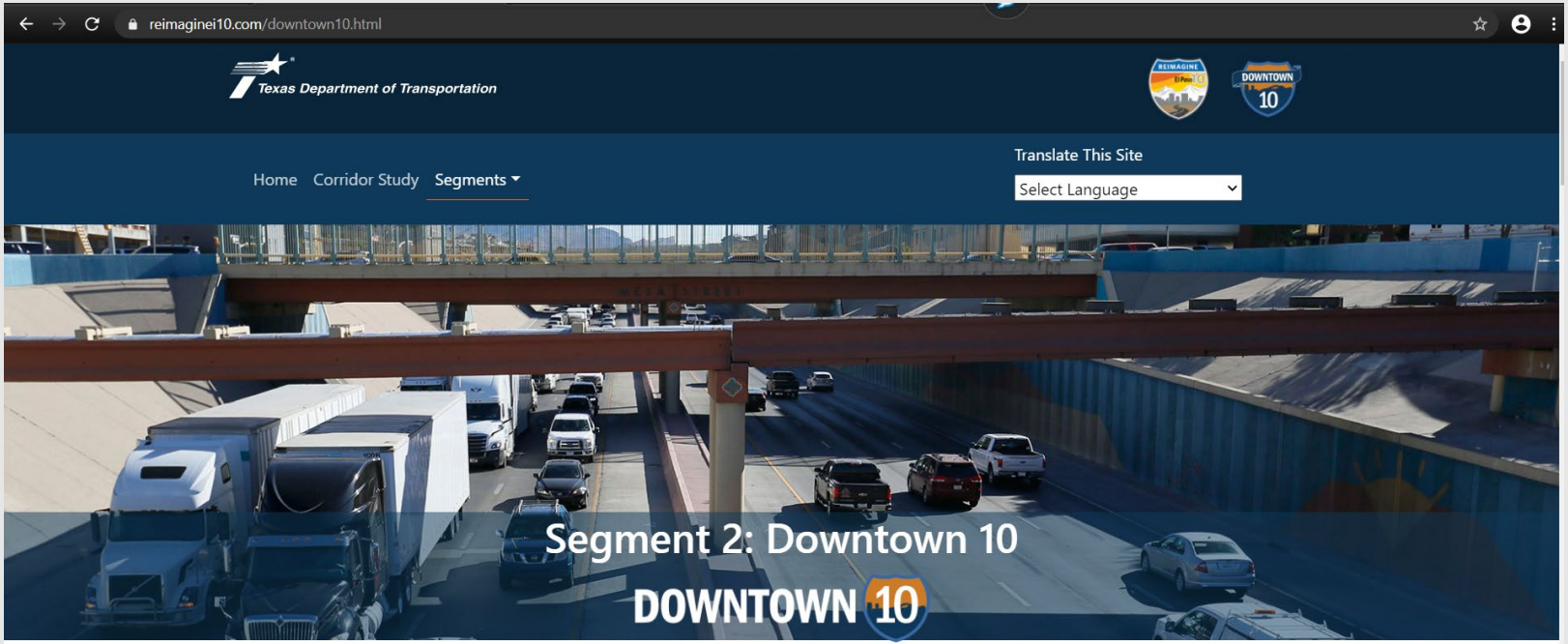
Potential Project Renderings

Visuals are work in progress intended for illustration purposes. Subject to change.

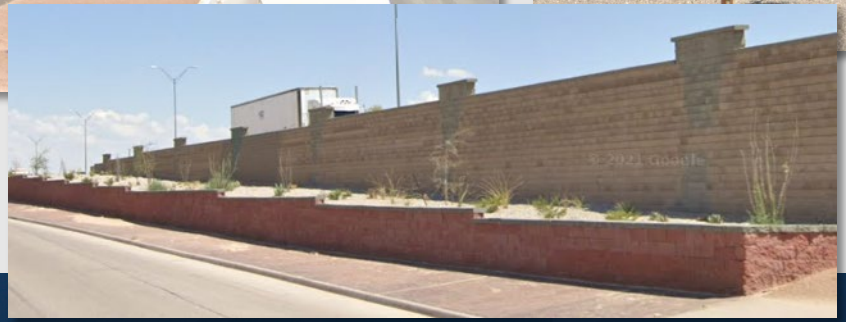
Stay Up-To-Date: Downtown 10 Webpage

https://www.reimaginei10.com/downtown10

Downtown10@txdot.gov



TxDOT Green Ribbon Project examples



TxDOT Green Ribbon Projects 2017-2022

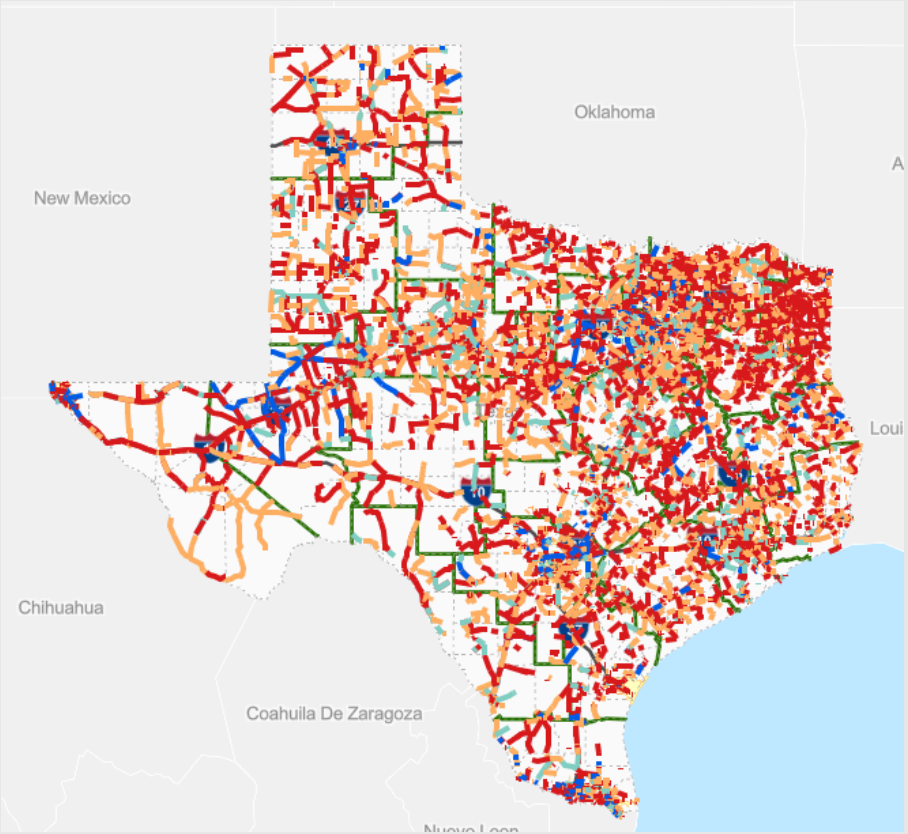
FISCAL YEAR	LET DATE	CSJ	HIGHWAY	DESCRIPTION	LIMITS	AMOUNT
2017	JULY 2017	0924-06-533	VAR	GREEN RIBBON PROGRAM (EL PASO COUNTY ONLY)	COUNTYWIDE	$ 1,576,000
2018	JULY 2018	0924-06-578	VAR	GREEN RIBBON PROGRAM (EL PASO COUNTY ONLY)	TOWN OF ANTHONY, TX	$ 585,214
2019	JULY 2019	2121-04-111	IH 10	EROSION MITIGATION WITH LANDSCAPE BY INSTALLING MODULAR BLOC K PLANTERS, XEROSCAPE PLANTS, COLLORED CONCRETE AND ROCK	BILL BURNETT DR TO 1 MI E OF FM 1281	$ 875,000
2020	JULY 2020	2121-02-171	IH 10	GREEN RIBBON LANDSCAPE IMPROVEMENT TO INCLUDE DESERT VEGETATION AT THE INTERSECTIONS OF MESA ST, AND SUNLAND PARK DR	0.20 MI W OF MESA STREET TO 0.70 MI E OF SUNLAND PARK DR	$ 875,000
2021	JULY 2021	0924-06-635	VAR	GREEN RIBBON PROGRAM (EL PASO COUNTY ONLY)	CITYWIDE (ON IH 10, FM 1281, AND EASTLAKE BLVD)	$ 875,000
2022	JULY 2022	0924-06-663	VAR	GREEN RIBBON PROGRAM (EL PASO COUNTY ONLY)	COUNTYWIDE (US62/180 MONTANA, SH 20 DONIPHAN AND FM 1281 HORIZON)	$ 875,000

Stay Informed

- Follow us on Twitter @txdotelp
- Sign up for Email Alerts at www.DriveTexas.org
- Like us on Facebook
- Visit us Online at www.TxDOT.gov

Thank you very much for having us.

Are there any questions?



File #: 22-107, **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) 212-7300

AGENDA LANGUAGE:

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

The Department of Aviation will provide a management update regarding Air Service Development Strategy.

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

AGENDA DATE: **February 1, 2022**
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, Aviation Director, (915) 212-1845

DISTRICT(S) AFFECTED: ALL

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

SUBGOAL: Grow the core business of air transportation.

SUBJECT:
The Department of Aviation will provide a management update regarding Air Service Development Strategy.

BACKGROUND / DISCUSSION:
The airport will review passenger recovery metrics that detail the impact that COVID 19 has had on air service in our community and subsequent rebound, while also noting achievements made during the pandemic as a result of listening to the needs of our community. This update will also present the recovery strategy for the future that includes a revised air service incentive policy as an important economic development tool.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X YES __NO

PRIMARY DEPARTMENT: **Aviation**
SECONDARY DEPARTMENT: **None**

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

DEPARTMENT HEAD:

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

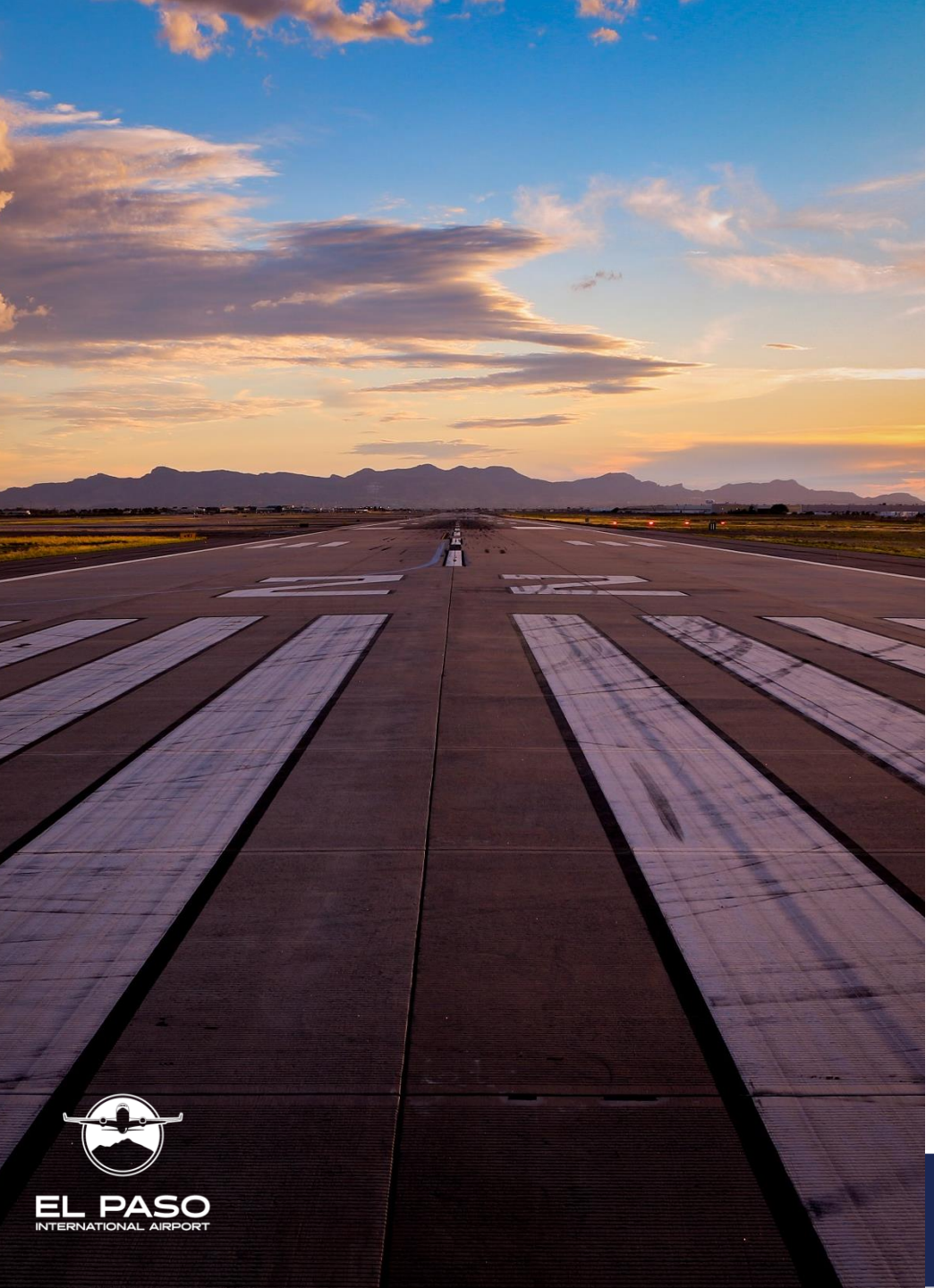
Revised 04/09/2021

Air Service Development

Sam Rodriguez, Director of Aviation

City Council Meeting February 1, 2022

EPA TX
CITY OF EL PASO



2

Vision Block

Vibrant Regional Economy

Goals 1&3

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

Agenda

Pandemic Recovery

El Paso's Recovery is promising

Listening to the Community

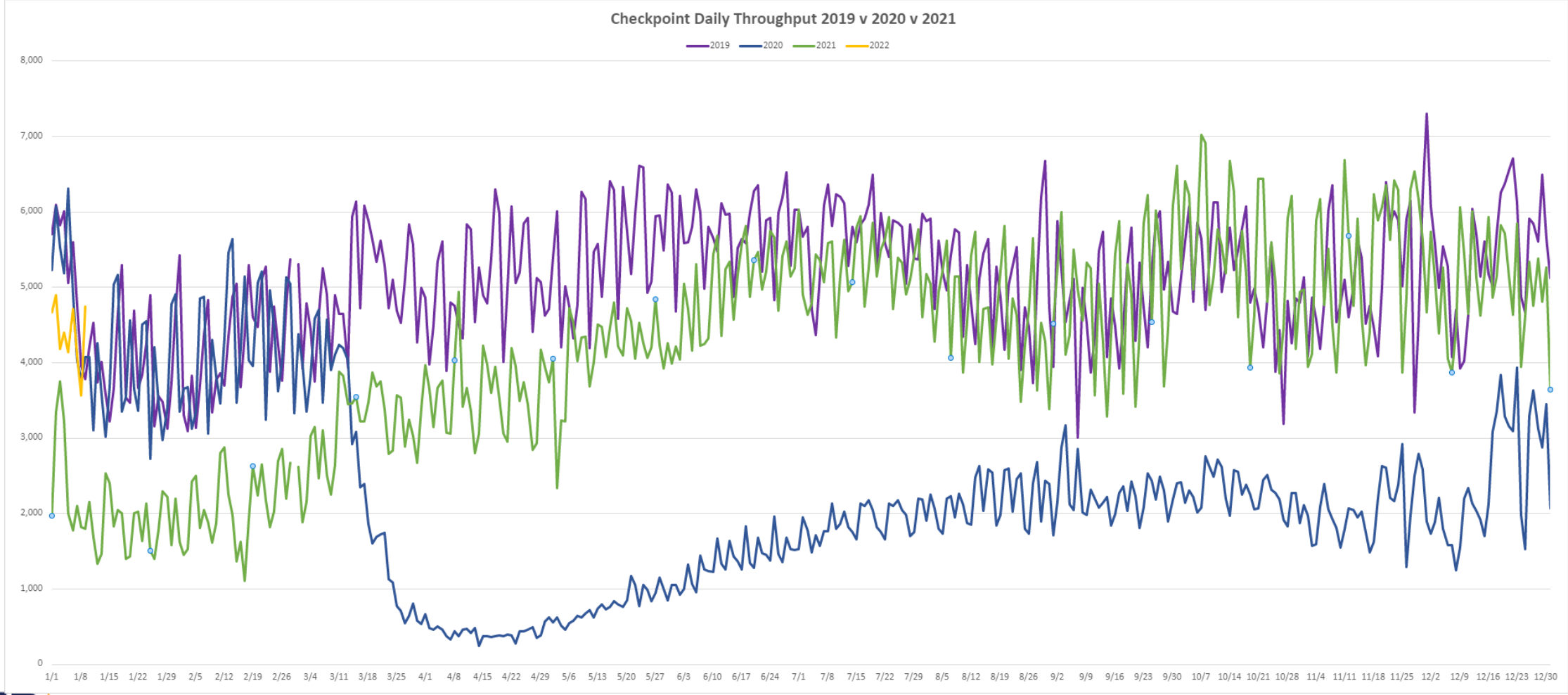
Community Priorities are our Priorities

Beyond Recovery

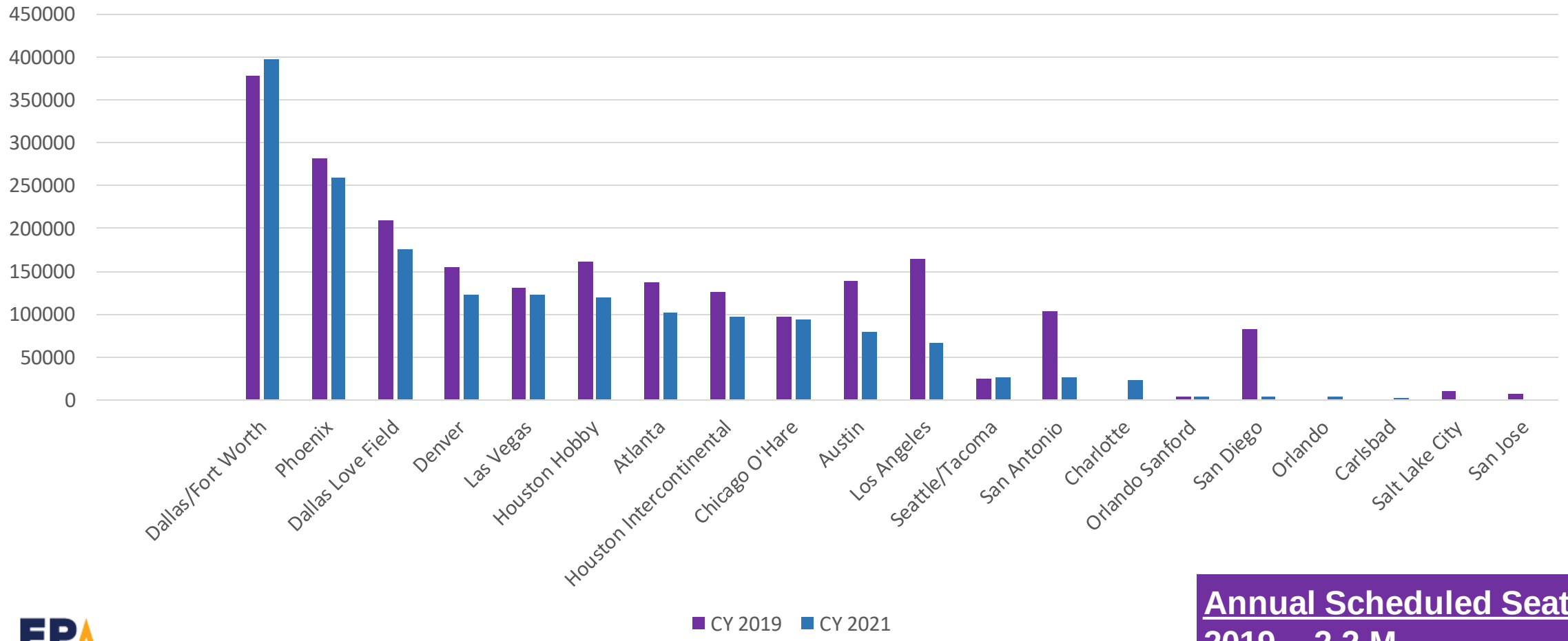
Strategy for Growth

Passenger Traffic

- 1.792 Million Departures 2019
- 746,000 in 2020
- 1.55 Million in 2021
- 2021 is at 86.5% of 2019 departures



Passenger Traffic
Seats by Destination 2019 vs. 2021



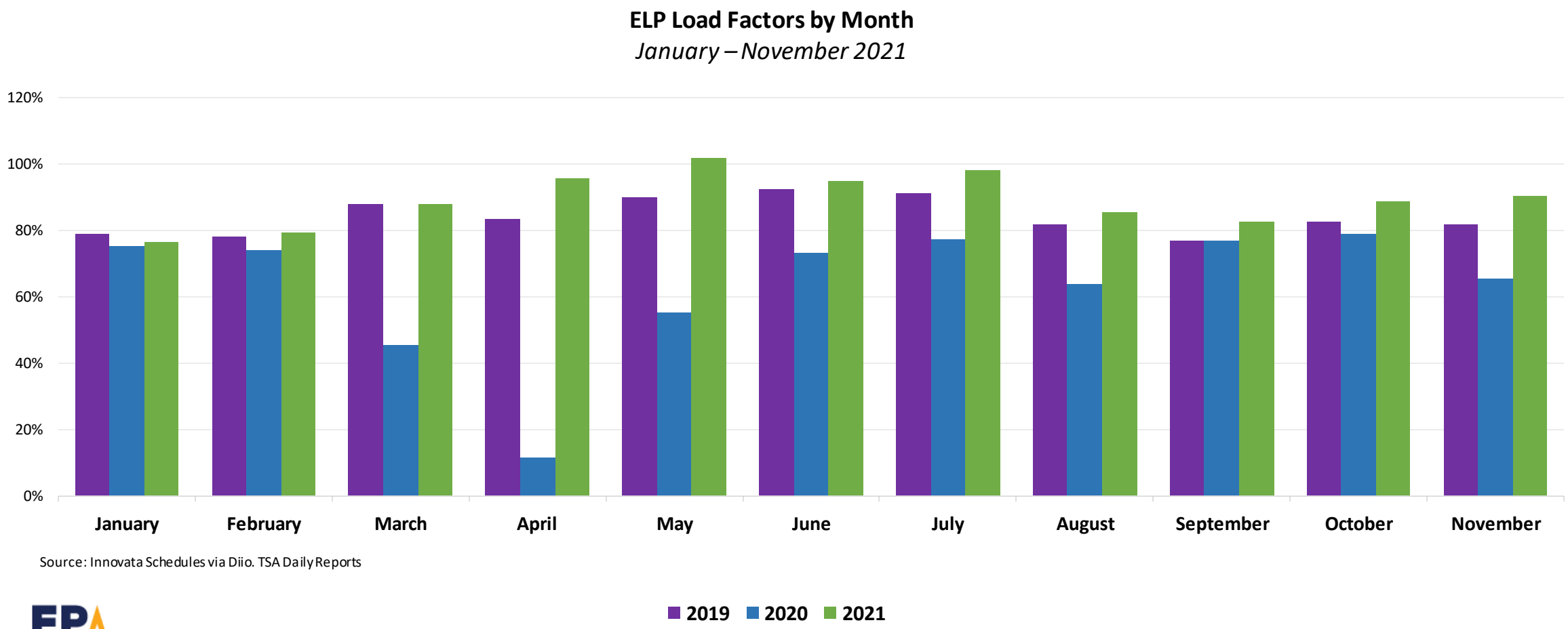
Annual Scheduled Seats*

2019 – 2.2 M

2021 – 1.7 M

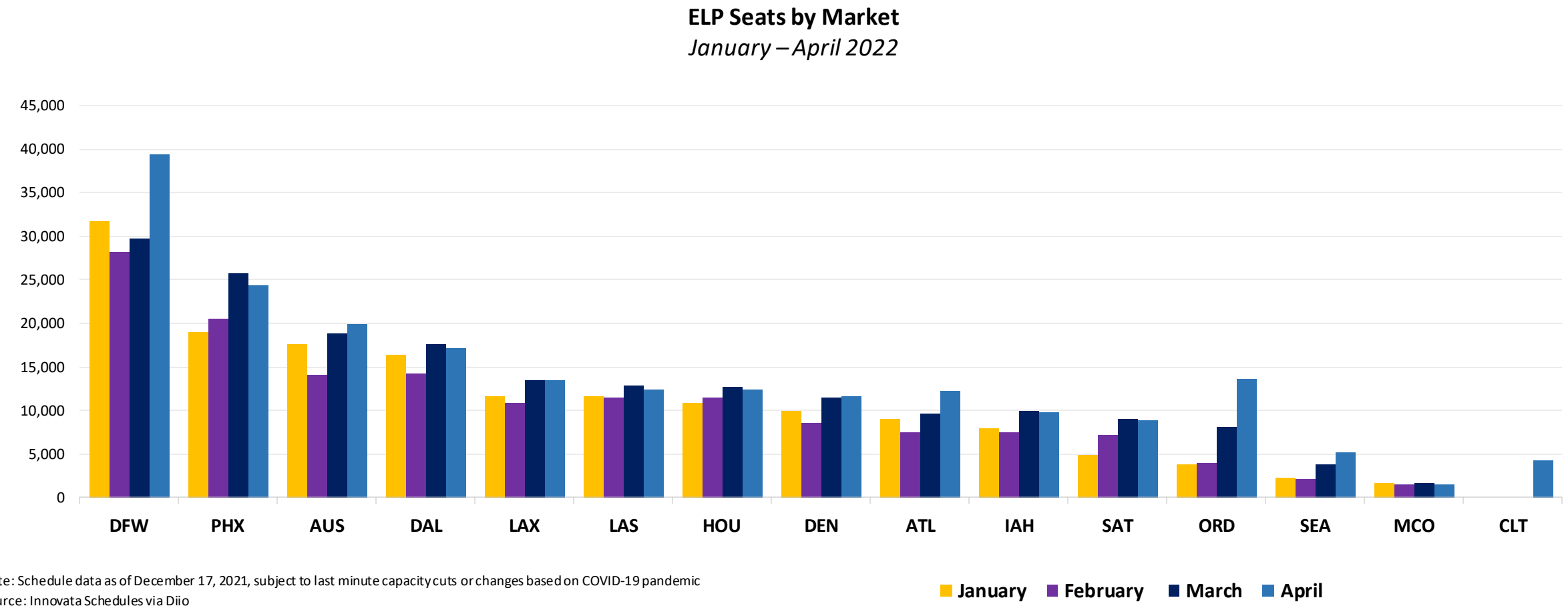
*Source: Intervistas/Innovata Schedules via Diio, YE Q2 2021

Load Factors at ELP in 2021 Have Surpassed 2019 Levels



Source: Innovata Schedules via Diio. TSA Daily Reports

ELP has Strong Capacity Growth Scheduled for 2022



Note: Schedule data as of December 17, 2021, subject to last minute capacity cuts or changes based on COVID-19 pandemic
Source: Innovata Schedules via Diio

New Service Announcements

8

2015

DELTA

1. **Atlanta** – one additional daily (Announced April 2015 – Began August 2015)

2016

ALLEGIANT

2. **San Diego** – twice per week (Announced January 2016 – Began May 2016) *New Destination*
3. **Las Vegas** – twice per week (Announced January 2016 – Began May 2016)
4. **Orlando-Sanford** – Seasonal, twice per week (Announced March 2016 – Began May 2016) *New Destination*
5. **Oakland** – twice per week (Announced June 2016 – Began October 2016) *New Destination*

Ceased Service August 2017

New Service Announcements

9

STRATEGIC PLAN
Implementation yields 27 new flights

2015

DELTA
1. Atlanta – one additional daily (Announced April 2015 – Began August 2015)

2016

ALLEGIANT
2. San Diego – twice per week (Announced January 2016 – Began May 2016) *New Destination*
3. Las Vegas – twice per week (Announced January 2016 – Began May 2016)
4. Orlando-Sanford – Seasonal, twice per week (Announced March 2016 – Began May 2016) *New Destination*
5. Oakland – twice per week (Announced June 2016 – Began October 2016) *New Destination*

Ceased Service August 2017

EP TX CITY OF EL PASO

New Service Announcements

10

2017

UNITED

6. **Denver** – one additional daily flight to (Announced March 2017 – Began April 2017)

SOUTHWEST

7. **San Diego** – once per week (Announced August 2017 – Began March 2018)

8. **Las Vegas** – two additional per week (Announced August 2017 – Began April 2018)

FRONTIER

9. **Denver** – four times a week (Announced July 2017 – Began March 2018)

10. **Chicago** – three times a week, Seasonal May-Aug. (Announced October 2017- Began April 2018)

UNITED

11. **Chicago** – twice daily (Announced November 2017 – Began April 2018)

AMERICAN

12. **Chicago** – one additional daily flight (Announced November 2017 – Began April 2018) plane size existing

New Service Announcements

2018

SOUTHWEST

13. Denver - once per week
(Announced March 2018 – Began October 2018)

DELTA

14. Salt Lake City – daily flight
(Announced March 2018 – Began October 2018)
New Destination, Service ceased June 2019

SOUTHWEST

15. Denver – daily flight
(Announced May 2018 – Began November 2018)

ALASKA AIRLINE

16. Seattle – daily flight
(Announced September 2018 – Began February 2019) *New Destination*

17. San Diego – daily flight
(Announced September 2018 – Began February 2019)
Service ceased January 2020

SOUTHWEST

18. San Jose – Sundays
(Announced October 2018 – Began January 2019)
New Destination

19. San Diego – 1 daily flight
(Announced October 2018 – Route canceled prior to starting date of January 2019)

New Service Announcements – *During the Pandemic*

12

2021

BOUTIQUE AIR

FRONTIER

20. **Las Vegas** – 3 weekly flights (Announced December 2020 – Began March 2021)

BOUTIQUE

21. **Carlsbad, NM** – 2 daily flights (Announced January 2021 – Began February 2021, Service ceased May 2021)

New Destination

AMERICAN

22. **Charlotte** – daily flight (Announced April 2021 – Began August 2021)

New Destination

23. **Austin** – 1 daily flight (Announced June 2021– Began September 2021)
24. **Austin** – 1 additional daily flight (Announced June 2021 – Began October 2021)
25. **Austin** – 1 additional daily flight (for a total of 3 daily flights) (Announced June 2021 – Begins November 2021

FRONTIER

26. **Orlando** – 2 weekly flights (Announced July 2021 – Begins November 2021)

New Airport

SOUTHWEST

27. **Austin** – 1 daily flight (3rd daily flight added December – Begins March 2022)

EP TX CITY OF EL PASO

TOP 10 GOAL DESTINATIONS

EL PASO INTERNATIONAL AIRPORT

Top 5 Target U.S. Destinations

	Passengers Per Day Each Way (PDEW 2019)	Air Carriers
Washington DC	147	United Airlines
New York	125	United, jetBlue, American
San Francisco	113	United Airlines
Detroit	50	Delta Airlines
Nashville	41	Southwest Airlines

Leakage Study

Type of traffic	CY 2019 O&D	CY 2019 PDEW
ELP reported to U.S. DOT	25,287	35
U.S. leaking to CJS	284,680	390
TOTAL	309,967	425

- Study conducted by Intervistas Consulting, using credit card data and passenger traffic to determine where CJS passengers originated from
- U.S. passenger traffic leakage to CJS in 2019 is estimated to have been 11 times more than traffic from Mexico that used ELP
- 91.8 % of El Paso catchment area passengers traveling to Mexico in 2019 are estimated to have used CJS
- Traffic leakage from the U.S. to CJS represented an estimated 18.2 % of CJS total domestic Mexico O&D for 2019
- More than 40% of ELP travel to Mexico in 2019 occurred during June, July, and August – showing a strong summer leisure market
- Will conduct new study in Summer 2022

Top 10 El Paso – Mexico Destinations

Adjusted O&D Passengers by Market

Rank	Market	Total Adjusted ELP Passengers*
1	Mexico City	89,011
2	Cancun	78,823
3	Guadalajara	46,506
4	Leon-Guanajuato	19,884
5	Monterrey	19,755
6	Chihuahua	9,967
7	Puerto Vallarta	7,014
8	Tijuana	6,300
9	Culiacan	4,578
10	Hermosillo	4,519

*Reported ELP Passengers plus the Distributed Leaked Passengers

Top 5 Target Destinations in Mexico

	Air Carriers
Cancun	Volaris, Viva Aerobus, AeroMexico, Southwest, Frontier, Allegiant, Spirit, Sun Country
Chihuahua	TAR, Viva Aerobus, American, Aeromar
Guadalajara	Volaris, Viva Aerobus, Delta, United
Mexico City	Volaris, AeroMexico
Puerta Vallarta	TAR, Frontier, Volaris, Viva Aerobus, Alaska, American, Allegiant, Delta

Airline Outreach

Since the Onset of the Pandemic

- 15 economic recovery reports and community updates sent to a distribution list of U.S. and Mexican Air Carriers
- 20 virtual meetings with existing and prospective Airlines, both U.S. and Mexican Carriers
- 16 Air Service Meetings (Airlines and Airports) at Routes North American, June 2021 – Orlando
- Allegiant Air Conference, October 2021 – Las Vegas
- Routes North America, February 2022 – San Antonio
- Annual Airline Meeting, May 2022

What's Next

- Continue aggressive approach to promote our business case
- Develop partnerships with community stakeholders
- New Leakage study Spring 2022
- Retailored Incentive Policy to be more aggressive and competitive

Incentive Policy

- Incentives are an important marketing tool for airports
- Typically include waivers or reduction of airport fees and marketing support
- ***Must comply with FAA grant assurance requirements***
  - Must not be unjustly discriminatory against other airlines
  - Airport revenue must be used for airport purposes; cannot be used to pay airlines
  - Airports in violation can be reported and will risk grant assurances for Airport Improvement Program (AIP) funding

Incentive Plan

- ELP must remain responsive and competitive
- A survey of other Airport incentive policies was completed
  - Most airports offer 24 months of fee waivers
  - Medium and small hubs tend to offer more terminal rent abatements
  - If rent abatements are offered, most are for 24 months
  - Most small and medium hubs provide marketing assistance to airlines as a part of the incentive
  - Most offer marketing assistance for 24 months.

Incentive Program for 2022-Domestic

Landing fees:
100%
reduction for the first 24 months

Additional Fee Waiver:
100 sq. ft.
For new entrants for the first 2 years

Marketing Year 1:
$5.00
per departure seat

Marketing Year 2:
$2.50
per departure seat

Changes include: extending to 24 months and adding the 100 sq. ft. terminal rental fee waiver

Incentive Program for 2022-International

23

Landing fees:
100%
reduction for the first 24 months

Additional Fee Waiver:
100 sq. ft.
For new entrants for the first 2 years

Marketing Year 1:
$10.00
per departure seat

Marketing Year 2:
$5.00
per departure seat

Changes include: extending to 24 months and adding the 100 sq. ft. terminal rental fee waiver, Marketing fees remain aggressive

EP TX CITY OF EL PASO

Mission

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

Vision

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

Values

Integrity, Respect, Excellence, Accountability, People

File #: 22-101, **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) 212-7300

AGENDA LANGUAGE:

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

Discussion and action on a Resolution for the El Paso City Council to adopt the City of El Paso, Department of Aviation, Air Service Development Incentive Program.

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

AGENDA DATE: **February 1, 2022**
PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, Aviation Director, (915) 212-1845

DISTRICT(S) AFFECTED: ALL

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

SUBGOAL: Grow the core business of air transportation.

SUBJECT:
Resolution for the El Paso City Council to adopt the City of El Paso, Department of Aviation, Air Service Development Incentive Program.

BACKGROUND / DISCUSSION:
The airport has developed an incentive policy that temporarily reduces an airline's operating costs to encourage new airline entrants and domestic and international non-stop air service to the City. New flights benefit the City and the residents of El Paso by stimulating economic growth and providing increased connectivity.

PRIOR COUNCIL ACTION:
El Paso City Council approved the current Air Service Development Incentive Program that went into effect on September 1, 2019.

AMOUNT AND SOURCE OF FUNDING:
Source: Airport Enterprise Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES __NO

PRIMARY DEPARTMENT: **Aviation**
SECONDARY DEPARTMENT: **None**

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

DEPARTMENT HEAD:

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

Revised 04/09/2021

RESOLUTION

WHEREAS, on November 20, 2007, the City Council determined that offering an incentive to airlines for new non-stop service from El Paso International Airport (Airport) would stimulate business and would therefore be of benefit to the City and its residents, and that a public purpose will be served by increasing service to and from the Airport and resolved to offer a waiver of landing fees for a ninety day period from the one year anniversary of the commencement of new non-stop flights; and

WHEREAS, on October 19, 2010, City Council approved the Air Service Development Incentive Program through its El Paso International Airport effective November 1, 2010, which revised the incentive adopted on November 20, 2007; and

WHEREAS, City Council has subsequently approved its Air Service Development Incentive Program approximately every three years with the last approval having an effective date of September 1, 2019; and

WHEREAS, the City staff recommends that the Air Service Development Incentive Program be revised to encourage new non-stop commercial passenger service, new airlines and new unserved markets, whether those markets be domestic or international.

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

THAT the El Paso International Airport Air Service Development Incentive Program for passenger airlines, attached hereto as Exhibit "A", be approved and made effective on February 1, 2022; and

THAT the El Paso International Airport Air Service Development Incentive Program effective September 1, 2019 will no longer be in effect on February 1, 2022.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Samuel Rodriguez, P.E.
Director of Aviation

22-1003-1251/PL#11477027/Air Service Development Incentive Program-2022 - Resolution/JF

Exhibit "A"

El Paso International Air Service Incentive Plan

The purpose of the Air Service Development Incentive Program is to encourage new non-stop air service and competition at El Paso International Airport (ELP) by providing temporary financial relief to an airline beginning new non-stop commercial passenger service to a destination. The incentive program is also an effort to stimulate the growth of airline service to and from ELP by promoting the establishment of new non-stop routes. This incentive program will be in effect for three years, starting February 1, 2022.

- All commercial airlines will be made aware of the program and encouraged to offer new air service.
- Incentives shall be administered so as not to increase the charges of any non-participating air carrier.
- Incentives shall be offered on a reasonable, nondiscriminatory basis to all airlines. A waiver of any fee shall apply only to the flights providing the qualifying service.

	Market Requirements	Minimum service Requirements	Cost Abatement[1]	Marketing Incentives[2]	Additional Outreach Efforts
New Airline + new unserved market	A new airline that has not operated at ELP within the past three years AND begins service to a new market that is currently not served from ELP and has not been served in the last 12 months	Two flights per week for more than 90 days	100% reduction of landing fees for the first 24 months of new service Additional Fee Waiver – 100 sq. ft. for new entrants for the first 24 months of new service	$5.00 per departure seat for the 1st year and $2.50 per departure seat for the 2nd year	Broadcast announcement utilizing the airport's media outlets and assist with inaugural flight festivities
New unserved market - domestic	Markets that are currently not served from ELP and have not been served in the last 12 months	Two flights per week for more than 90 days	100% reduction of landing fees for the first 24 months of new service	$5.00 per departure seat for the 1st year and $2.50 per departure seat for the 2nd year	Broadcast announcement utilizing the airport's media outlets and assist with inaugural flight festivities
New unserved market - international	International markets that are currently not served from ELP and have not been served in the last 12 months	Two flights per week for more than 90 days	100% reduction of landing fees for the first 24 months of new service	$10.00 per departure seat for the 1st year and $5.00 per departure seat for the 2nd year	Broadcast announcement utilizing the airport's media outlets and assist with inaugural flight festivities

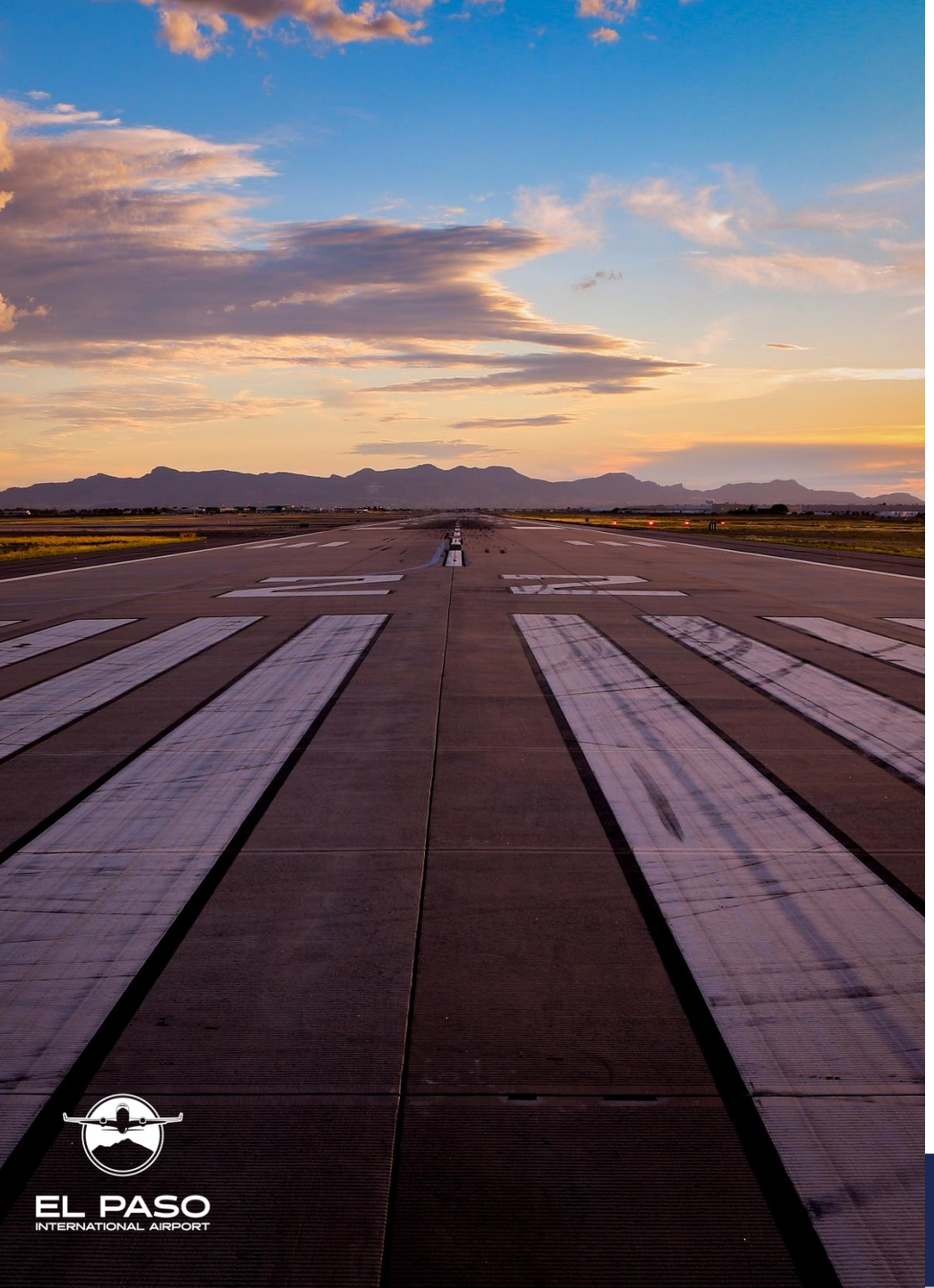
[1] The carrier is not required to be a signatory and will pay non-signatory rates; however, if the carrier is a signatory, signatory rates will apply.
[2] All media plans and other marketing plans must have prior written approval by the Director of Aviation to qualify for the identified participation. Payment for marketing activities will be sent directly to the media source, not the airline. Payment will be made to the media source following completion of the approved media plan or marketing plan services or goods and receipt of an invoice by the Director of Aviation. Media incentives shall be instituted in such a manner that in addition to promoting new services, airlines shall also promote EPIA. At a minimum, the airport logo will be included in any advertisements.

Air Service Development

Sam Rodriguez, Director of Aviation

City Council Meeting February 1, 2022

EP TX
CITY OF EL PASO



2

Vision Block

Vibrant Regional Economy

Goals 1&3

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

Agenda

3

Pandemic Recovery

El Paso's Recovery is promising

Listening to the Community

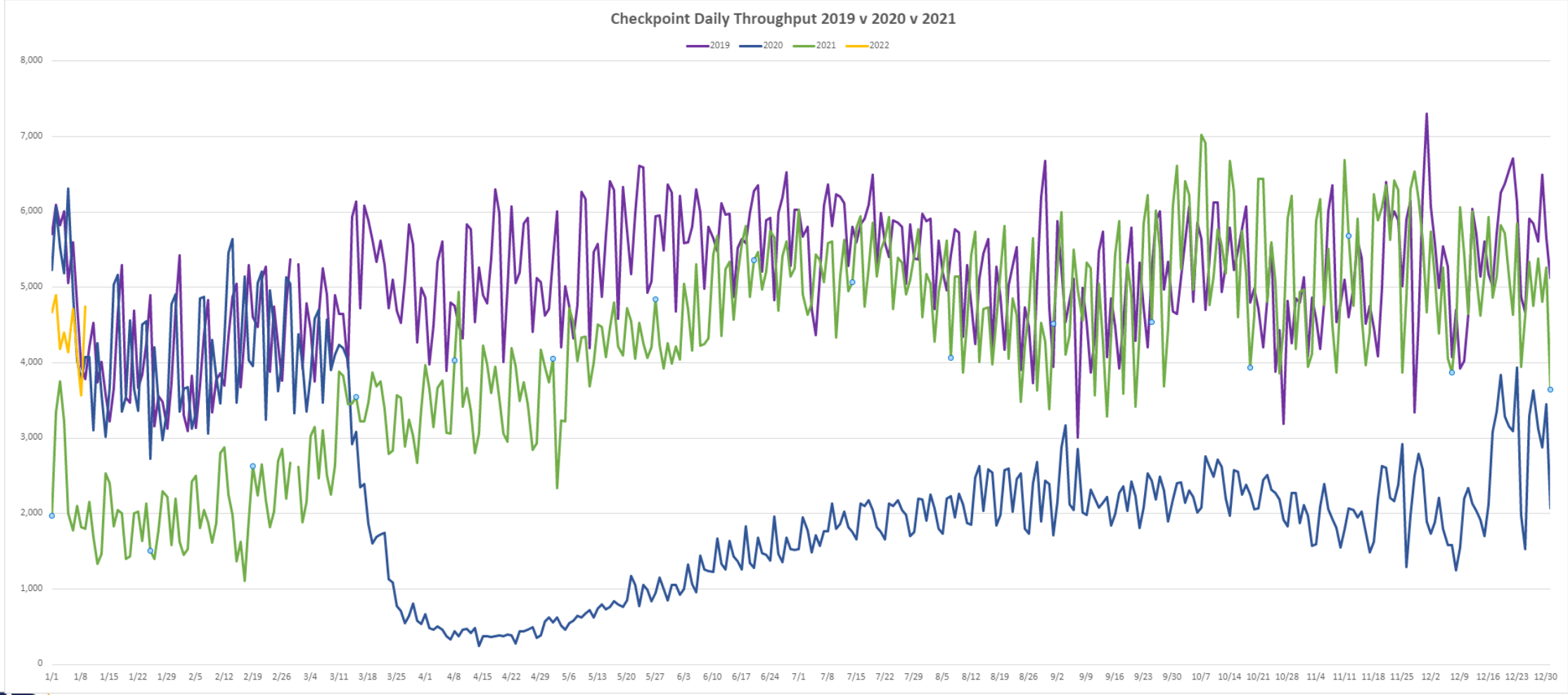
Community Priorities are our Priorities

Beyond Recovery

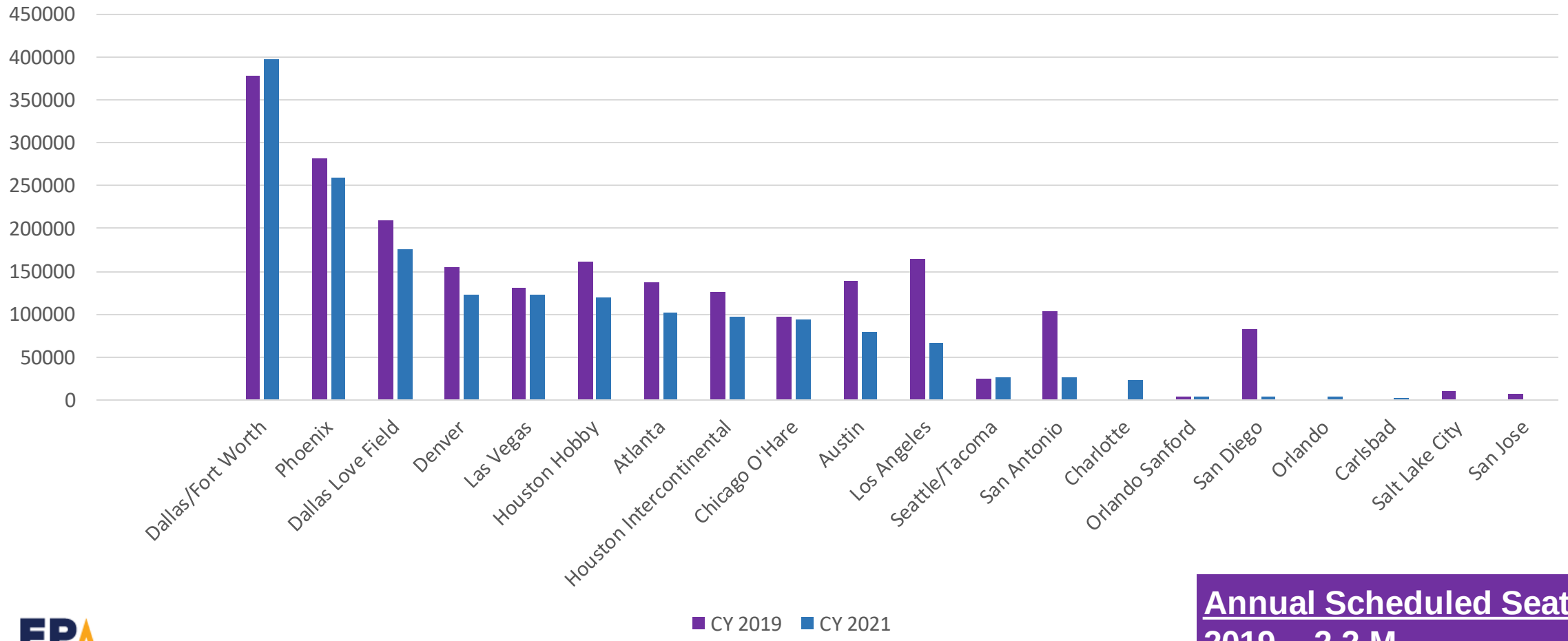
Strategy for Growth

Passenger Traffic

- 1.792 Million Departures 2019
- 746,000 in 2020
- 1.55 Million in 2021
- 2021 is at 86.5% of 2019 departures



Passenger Traffic
Seats by Destination 2019 vs. 2021



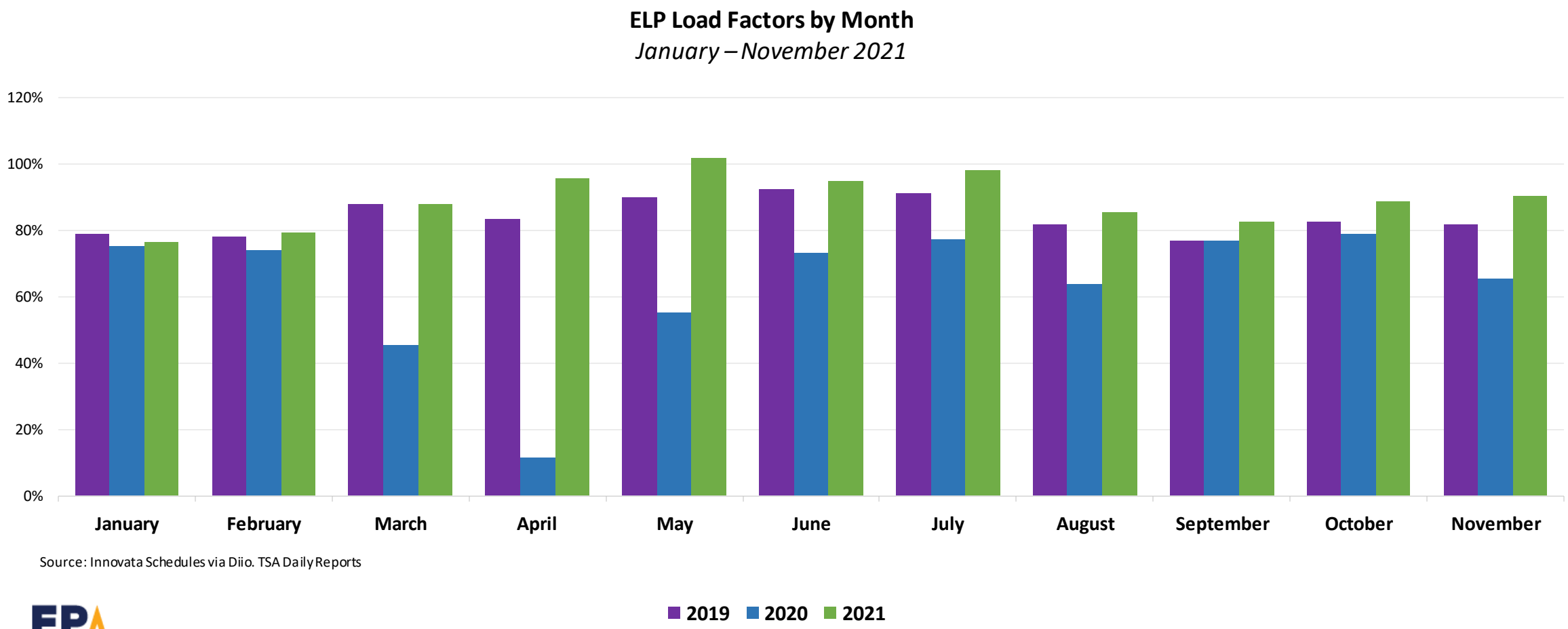
Annual Scheduled Seats*

2019 – 2.2 M

2021 – 1.7 M

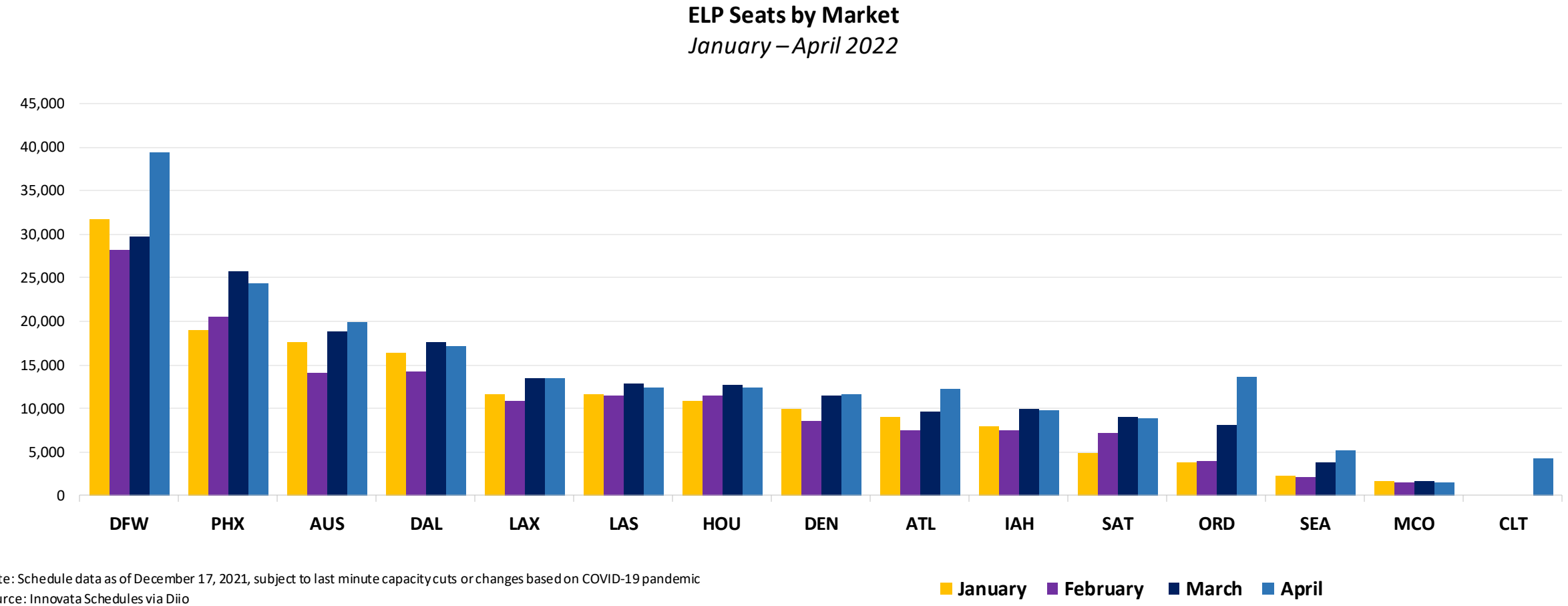
*Source: Intervistas/Innovata Schedules via Diio, YE Q2 2021

Load Factors at ELP in 2021 Have Surpassed 2019 Levels



Source: Innovata Schedules via Diio. TSA Daily Reports

ELP has Strong Capacity Growth Scheduled for 2022



Note: Schedule data as of December 17, 2021, subject to last minute capacity cuts or changes based on COVID-19 pandemic
Source: Innovata Schedules via Diio

New Service Announcements

8

2015

DELTA

1. **Atlanta** – one additional daily (Announced April 2015 – Began August 2015)

2016

ALLEGIANT

2. **San Diego** – twice per week (Announced January 2016 – Began May 2016) *New Destination*
3. **Las Vegas** – twice per week (Announced January 2016 – Began May 2016)
4. **Orlando-Sanford** – Seasonal, twice per week (Announced March 2016 – Began May 2016) *New Destination*
5. **Oakland** – twice per week (Announced June 2016 – Began October 2016) *New Destination*

Ceased Service August 2017

New Service Announcements

STRATEGIC PLAN
Implementation yields 27 new flights

2015

DELTA
1. Atlanta – one additional daily (Announced April 2015 – Began August 2015)

2016

ALLEGIANT
2. San Diego – twice per week (Announced January 2016 – Began May 2016) *New Destination*
3. Las Vegas – twice per week (Announced January 2016 – Began May 2016)
4. Orlando-Sanford – Seasonal, twice per week (Announced March 2016 – Began May 2016) *New Destination*
5. Oakland – twice per week (Announced June 2016 – Began October 2016) *New Destination*

Ceased Service August 2017

New Service Announcements

10

2017

UNITED

6. **Denver** – one additional daily flight to (Announced March 2017 – Began April 2017)

SOUTHWEST

7. **San Diego** – once per week (Announced August 2017 – Began March 2018)

8. **Las Vegas** – two additional per week (Announced August 2017 – Began April 2018)

FRONTIER

9. **Denver** – four times a week (Announced July 2017 – Began March 2018)

10. **Chicago** – three times a week, Seasonal May-Aug. (Announced October 2017- Began April 2018)

UNITED

11. **Chicago** – twice daily (Announced November 2017 – Began April 2018)

AMERICAN

12. **Chicago** – one additional daily flight (Announced November 2017 – Began April 2018) plane size existing

EP TX CITY OF EL PASO

New Service Announcements

11

2018

SOUTHWEST

13. Denver - once per week
(Announced March 2018 – Began October 2018)

DELTA

14. Salt Lake City – daily flight
(Announced March 2018 – Began October 2018)
New Destination, Service ceased June 2019

SOUTHWEST

15. Denver – daily flight
(Announced May 2018 – Began November 2018)

ALASKA AIRLINE

16. Seattle – daily flight
(Announced September 2018 – Began February 2019) *New Destination*

17. San Diego – daily flight
(Announced September 2018 – Began February 2019)
Service ceased January 2020

SOUTHWEST

18. San Jose – Sundays
(Announced October 2018 – Began January 2019)
New Destination

19. San Diego – 1 daily flight
(Announced October 2018 – Route canceled prior to starting date of January 2019)

EP TX CITY OF EL PASO

New Service Announcements – *During the Pandemic*

12

2021

BOUTIQUE AIR

FRONTIER

20. **Las Vegas** – 3 weekly flights (Announced December 2020 – Began March 2021)

BOUTIQUE

21. **Carlsbad, NM** – 2 daily flights (Announced January 2021 – Began February 2021, Service ceased May 2021)

New Destination

AMERICAN

22. **Charlotte** – daily flight (Announced April 2021 – Began August 2021)

New Destination

23. **Austin** – 1 daily flight (Announced June 2021– Began September 2021)
24. **Austin** – 1 additional daily flight (Announced June 2021 – Began October 2021)
25. **Austin** – 1 additional daily flight (for a total of 3 daily flights) (Announced June 2021 – Begins November 2021

FRONTIER

26. **Orlando** – 2 weekly flights (Announced July 2021 – Begins November 2021)

New Airport

SOUTHWEST

27. **Austin** – 1 daily flight (3rd daily flight added December – Begins March 2022)

EP TX CITY OF EL PASO

TOP 10 GOAL DESTINATIONS

EL PASO INTERNATIONAL AIRPORT

Top 5 Target U.S. Destinations

	Passengers Per Day Each Way (PDEW 2019)	Air Carriers
Washington DC	147	United Airlines
New York	125	United, jetBlue, American
San Francisco	113	United Airlines
Detroit	50	Delta Airlines
Nashville	41	Southwest Airlines

Leakage Study

Type of traffic	CY 2019 O&D	CY 2019 PDEW
ELP reported to U.S. DOT	25,287	35
U.S. leaking to CJS	284,680	390
TOTAL	309,967	425

- Study conducted by Intervistas Consulting, using credit card data and passenger traffic to determine where CJS passengers originated from
- U.S. passenger traffic leakage to CJS in 2019 is estimated to have been 11 times more than traffic from Mexico that used ELP
- 91.8 % of El Paso catchment area passengers traveling to Mexico in 2019 are estimated to have used CJS
- Traffic leakage from the U.S. to CJS represented an estimated 18.2 % of CJS total domestic Mexico O&D for 2019
- More than 40% of ELP travel to Mexico in 2019 occurred during June, July, and August – showing a strong summer leisure market
- Will conduct new study in Summer 2022

Top 10 El Paso – Mexico Destinations

Adjusted O&D Passengers by Market

Rank	Market	Total Adjusted ELP Passengers*
1	Mexico City	89,011
2	Cancun	78,823
3	Guadalajara	46,506
4	Leon-Guanajuato	19,884
5	Monterrey	19,755
6	Chihuahua	9,967
7	Puerto Vallarta	7,014
8	Tijuana	6,300
9	Culiacan	4,578
10	Hermosillo	4,519

*Reported ELP Passengers plus the Distributed Leaked Passengers

Top 5 Target Destinations in Mexico

	Air Carriers
Cancun	Volaris, Viva Aerobus, AeroMexico, Southwest, Frontier, Allegiant, Spirit, Sun Country
Chihuahua	TAR, Viva Aerobus, American, Aeromar
Guadalajara	Volaris, Viva Aerobus, Delta, United
Mexico City	Volaris, AeroMexico
Puerta Vallarta	TAR, Frontier, Volaris, Viva Aerobus, Alaska, American, Allegiant, Delta

Airline Outreach

Since the Onset of the Pandemic

- 15 economic recovery reports and community updates sent to a distribution list of U.S. and Mexican Air Carriers
- 20 virtual meetings with existing and prospective Airlines, both U.S. and Mexican Carriers
- 16 Air Service Meetings (Airlines and Airports) at Routes North American, June 2021 – Orlando
- Allegiant Air Conference, October 2021 – Las Vegas
- Routes North America, February 2022 – San Antonio
- Annual Airline Meeting, May 2022

What's Next

- Continue aggressive approach to promote our business case
- Develop partnerships with community stakeholders
- New Leakage study Spring 2022
- Retailored Incentive Policy to be more aggressive and competitive

Incentive Policy

- Incentives are an important marketing tool for airports
- Typically include waivers or reduction of airport fees and marketing support
- ***Must comply with FAA grant assurance requirements***
  - Must not be unjustly discriminatory against other airlines
  - Airport revenue must be used for airport purposes; cannot be used to pay airlines
  - Airports in violation can be reported and will risk grant assurances for Airport Improvement Program (AIP) funding

Incentive Plan

- ELP must remain responsive and competitive
- A survey of other Airport incentive policies was completed
  - Most airports offer 24 months of fee waivers
  - Medium and small hubs tend to offer more terminal rent abatements
  - If rent abatements are offered, most are for 24 months
  - Most small and medium hubs provide marketing assistance to airlines as a part of the incentive
  - Most offer marketing assistance for 24 months.

Incentive Program for 2022-Domestic

Landing fees:
100%
reduction for the first 24 months

Additional Fee Waiver:
100 sq. ft.
For new entrants for the first 2 years

Marketing Year 1:
$5.00
per departure seat

Marketing Year 2:
$2.50
per departure seat

Changes include: extending to 24 months and adding the 100 sq. ft. terminal rental fee waiver

Incentive Program for 2022-International

23

Landing fees:
100%
reduction for the first 24 months

Additional Fee Waiver:
100 sq. ft.
For new entrants for the first 2 years

Marketing Year 1:
$10.00
per departure seat

Marketing Year 2:
$5.00
per departure seat

Changes include: extending to 24 months and adding the 100 sq. ft. terminal rental fee waiver, Marketing fees remain aggressive

EP TX CITY OF EL PASO

Mission

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

Vision

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

Values

Integrity, Respect, Excellence, Accountability, People

File #: 22-94, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lot 1, Block 2, Butterfield Trail Aviation Park Unit Three, Replat "A", as recorded in file no. 20210042139, El Paso County Plat Records; and portions of Sections 22, 23, 26 and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from C-4 (Commercial) to M-1 (Light Manufacturing). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Liberty Expressway and East of Global Reach Drive
Applicant: City of El Paso, PZRZ21-00030

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

AGENDA DATE: February 1, 2022
PUBLIC HEARING DATE: March 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:
An Ordinance changing the zoning of Lot 1, Block 2, Butterfield Trail Aviation Park Unit Three, Replat "A", as recorded in file no. 20210042139, El Paso County Plat Records; and portions of Sections 22, 23, 26 and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from C-4 (Commercial) to M-1 (Light Manufacturing). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Liberty Expressway and East of Global Reach Drive
Applicant: City of El Paso, PZRZ21-00030

BACKGROUND / DISCUSSION:
The applicant is requesting to rezone from C-4 (Commercial) to M-1 (Light Manufacturing) to allow for general warehouse and industrial development. City Plan Commission recommended 7-0 to approve the proposed rezoning on December 16, 2021. As of January 24, 2022, 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 LOT 1, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK UNIT THREE, REPLAT "A", AS RECORDED IN FILE NO. 20210042139, EL PASO COUNTY PLAT RECORDS; AND PORTIONS OF SECTIONS 22, 23, 26 AND 27, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-4 (COMMERCIAL) TO M-1 (LIGHT MANUFACTURING). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Lot 1, Block 2, Butterfield Trail Aviation Park Unit Three, Replat "A", as recorded in File No. 20210042139, El Paso County Plat Records; and portions of Sections 22, 23, 26, and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **C-4 (Commercial)** to **M-1 (Light Manufacturing)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
(Rezoning from C-4 to M-1)

A 593.8510 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Lot 1, Block 2, Butterfield Trail Aviation Park Unit Three, Replat "A", as recorded in File No. 20210042139, El Paso County Plat Records; and portions of Sections 22, 23, 26 and 27, Block 80, Township 2, Texas and Pacific Railway Company Surveys and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a city monument found near the centerline right-of-way intersection of Walter Jones Boulevard (180 feet wide) and George Perry Boulevard (120 feet wide), said monument lying 27.94 feet southwest of the centerline of said Walter Jones Boulevard; ***WHENCE***, a city monument found along the centerline right-of-way of said George Perry Boulevard and the vacated centerline right-of-way of old Guadalupe Pass Drive (76 feet wide), bears South 48°45'26" West (South 45°41'01" West~record), a distance of 1,577.90 feet; ***THENCE***, leaving the centerline of said George Perry Boulevard, South 44°18'59" East a distance of 110.00 feet to the termination of said Walter Jones Boulevard as shown on Butterfield Trail Aviation Park Unit One, recorded in Book 73, Page 50, El Paso County Plat Records for the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, following said termination of Walter Jones Boulevard, North 45°41'01" East (North 45°36'56" East~record), a distance of 117.91 feet to the beginning of a non-tangent curve to the right;

THENCE, continuing along said termination of Walter Jones Boulevard along the arc of said non-tangent curve to the right having a radius of 50.00 feet, a central angle of 90°00'00", an arc length of 78.54 feet and whose long chord bears North 00°41'02" East (North 00°36'56" East~record), a distance of 70.71 feet to the end of said curve;

THENCE, leaving said termination of Walter Jones Boulevard, North 45°41'01" East a distance of 3,806.94 feet to an angle of the parcel herein described;

THENCE, North 89°06'02" East, a distance of 3,492.97 feet to the west boundary line of Fort Bliss Military Reservation for the northeast corner of the parcel herein described;

THENCE, following the west boundary line of said Fort Bliss Military Reservation, South 00°56'45" East a distance of 2,034.64 feet to the projected intersection of the Butterfield Trail Golf Course perimeter rockwall and the west boundary line of said Fort Bliss Military Reservation for an angle point of the parcel herein described;

THENCE, leaving the west boundary line of said Fort Bliss Military Reservation and following said existing rockwall along the perimeter of the Butterfield Trail Golf Course for the next fifteen courses;

1) North 68°00'01" West a distance of 999.50 feet;
2) North 78°31'56" West a distance of 454.45 feet;
3) South 84°31'16" West a distance of 598.05 feet;
4) South 00°59'25" West a distance of 1,665.97 feet;
5) South 89°49'10" West a distance of 198.35 feet;
6) South 86°11'23" West a distance of 95.81 feet;
7) North 18°02'52" West a distance of 250.40 feet;
8) North 53°35'38" West a distance of 152.31 feet;
9) North 29°06'31" West a distance of 84.65 feet;
10) North 86°16'46" West a distance of 100.31 feet;
11) South 32°26'22" West a distance of 634.61 feet;
12) South 47°14'33" West a distance of 204.90 feet;
13) South 00°52'44" East a distance of 927.66 feet;
14) South 59°51'27" West a distance of 56.88 feet;
15) South 75°57'14" West a distance of 381.86 feet;
16) South 04°58'20" East a distance of 305.98 feet to the projected intersection of the north right-of-way line of Cottonwoods Drive (120 feet wide) and the perimeter rockwall of said Butterfield Trail Golf Course for an angle point of the parcel herein described;

THENCE, following the projected north right-of-way line of said Cottonwoods Drive, South 39°40'19" West a distance of 1,927.17 feet to a 5/8 inch rebar with Cobb Fendley survey cap found for a point of curvature

THENCE, continuing on the north right-of-way line of said Cottonwoods Drive along the arc of a curve to the right having a radius of 640.00 feet, a central angle of 47°10'48", an arc length of 527.01 feet and whose long chord bears South 63°15'43" West, a distance of 512.24 feet to a point of reverse curvature;

THENCE, continuing along the north right-of-way line of said Cottonwoods Drive along the arc of a curve to the left having a radius of 3,271.66 feet, a central angle of 10°45'06", an arc length of 613.93 feet and whose long chord bears South 81°28'34" West, a distance of 613.03 feet to a 5/8 inch rebar with Cobb Fendley survey cap found for a point of tangency;

THENCE, continuing along the north right-of-way line of said Cottonwoods Drive, South 76°06'01" West a distance of 54.12 feet to a 5/8 inch rebar with Cobb Fendley survey cap found for a point of curvature;

THENCE, continuing along the north right-of-way line of said Cottonwoods Drive along the arc of a curve to the left having a radius of 275.95 feet, a central angle of 31°18'57", an arc length of 150.82 feet and whose long chord bears South 60°26'35" West, a distance of 148.95 feet to a point of reverse curvature;

THENCE, continuing along the north right-of-way line of said Cottonwoods Drive along the arc of a curve to the right having a radius of 45.00 feet, a central angle of 51°03'28", an arc length of 40.10 feet and whose long chord bears South 70°18'51" West, a distance of 38.79 feet to the northeasterly right-of-way line of Global Reach Drive (130 feet wide) to a point of tangency;

THENCE, following the northeasterly right-of-way line of said Global Reach Drive, North 45°12'53" West a distance of 3,086.29 feet to a point of curvature;

THENCE, continuing along the northeasterly right-of-way line of said Global Reach Drive along the arc of a curve to the right having a radius of 45.00 feet, a central angle of 88°15'46", an arc length of 69.32 feet and whose long chord bears North 01°05'00" West, a distance of 62.67 feet to the southeasterly right-of-way line of said George Perry Boulevard for a point of compound curvature;

THENCE, continuing along the southeasterly right-of-way line of said George Perry Boulevard along the arc of a curve to the right having a radius of 12,478.94 feet, a central angle of 02°38'09", an arc length of 574.05 feet and whose long chord bears North 44°21'57" East, a distance of 574.00 feet to point of tangency;

THENCE, continuing along the southeasterly right-of-way line of said George Perry Boulevard, North 45°41'01" East a distance of 1,811.90 feet to a point of curvature;

THENCE, continuing along the southeasterly right-of-way line of said George Perry Boulevard along the arc of a curve to the right having a radius of 50.00 feet, a central angle of 90°00'00", an arc length of 78.54 feet and whose long chord bears South 89°18'59" East (South 89°23'04" East~record), a distance of 70.71 feet to the termination of said Walter Jones Boulevard for the end of said curve;

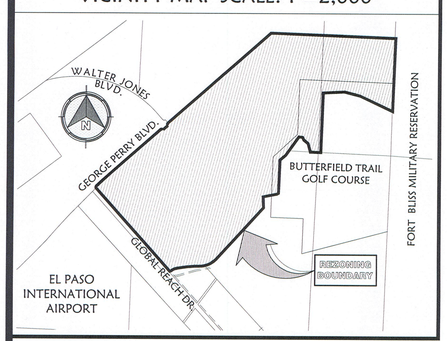
THENCE, following the termination of said Walter Jones Boulevard, North 45°41'01" East, a distance of 62.09 feet to the ***POINT OF BEGINNING***.

Said parcel containing 593.8732 acres (25,869,116.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, TX. R. P. L. S. No. 6223
Date: October 18, 2021
05100-118-601 CORRIDOR REZONE-DESC.docx

STATE OF TEXAS
REGISTERED
AARON ALVARADO
6223
PROFESSIONAL
LAND SURVEYOR

VICINITY MAP SCALE: 1"=2,000'



LEGEND

- REZONING BOUNDARY
- SECTION/SURVEY LINE
- SUBDIVISION LINE
- TRACT/LOT/RIGHT-OF-WAY LINE
- CENTERLINE OF RIGHT-OF-WAY
- EASEMENT LINE
- MONUMENT LINE
- LIGHT POLE/STANDARD
- ELECTRIC VAULT
- FIRE HYDRANT
- WATER SERVICE MANHOLE
- WATER VAULT
- FOUND CITY MONUMENT
- LOT NUMBER (2)
- BLOCK NUMBER (28)
- FUTURE BUILDING

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S44°18'59"E	110.00
L2	N45°41'01"E	117.91
L3	S89°49'10"W	198.35
L4	S86°11'23"W	95.81
L5	N18°02'52"W	250.40
L6	N53°35'38"W	152.31
L7	N29°06'31"W	84.65
L8	N86°16'46"W	100.31
L9	S47°11'33"W	204.90
L10	S59°51'27"W	56.88
L11	S75°57'14"W	381.86
L12	S04°58'20"E	305.98
L13	S76°06'01"W	54.12
L14	N45°41'01"E	62.09

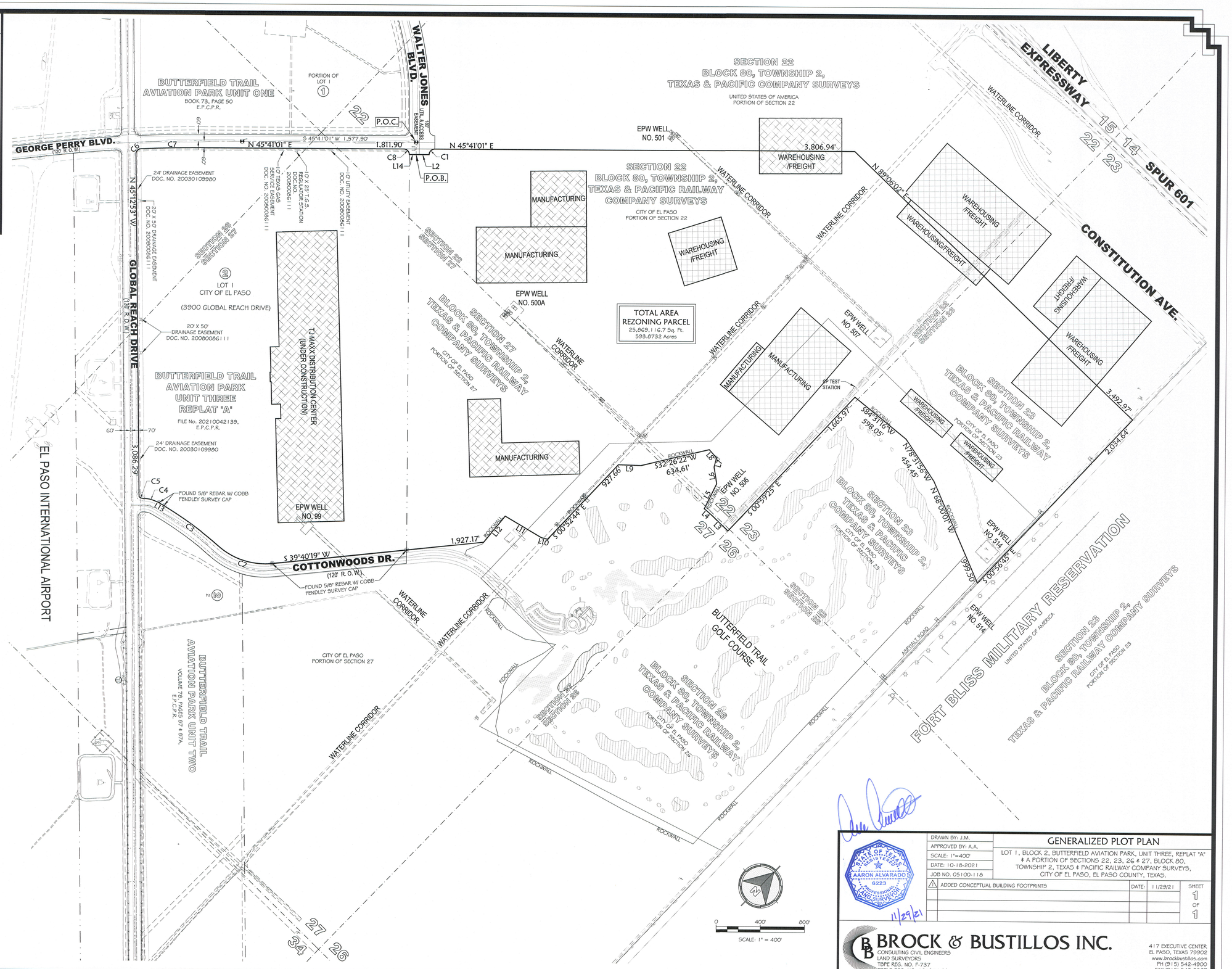
CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	50.00	90°00'00"	78.54	N00°41'02"E	70.71
C2	640.00	47°10'48"	527.01	S63°15'43"W	512.24
C3	3271.66	10°45'06"	613.93	S61°28'34"W	613.03
C4	275.95	31°18'57"	150.82	S60°26'35"W	148.95
C5	45.00	51°03'28"	40.10	S70°18'51"W	38.79
C6	45.00	88°15'46"	69.32	N01°05'00"W	62.67
C7	12478.94	2°38'09"	574.05	N44°21'57"E	574.00
C8	50.00	90°00'00"	78.54	S89°18'59"E	70.71

SUPPLEMENTAL NOTES:

1. BASIS OF BEARING IS THE SUBDIVISION PLAT FOR BUTTERFIELD TRAIL AVIATION PARK, UNIT THREE, REPLAT "A" FILE NO. 2021004213 9 OF THE EL PASO COUNTY PLAT RECORDS.

REFERENCE DOCUMENTS:

1. CITY OF EL PASO ORDINANCE No. 017569 FILED APRIL 27, 2011, CITY CLERK'S DEPARTMENT.
2. CITY OF EL PASO ORDINANCE No. 019010 FILED DECEMBER 17, 2019, CITY CLERK'S DEPARTMENT.
3. SUBDIVISION PLAT FOR BUTTERFIELD TRAIL AVIATION PARK UNIT THREE FILED IN DOCUMENT No. 20080086111 OF THE EL PASO COUNTY PLAT RECORDS.
4. SUBDIVISION PLAT FOR BUTTERFIELD TRAIL AVIATION PARK UNIT TWO FILED IN BOOK 78, PAGES 87 & 87A OF THE EL PASO COUNTY PLAT RECORDS.
5. BUTTERFIELD TRAIL GOLF COURSE SITE PLAN PREPARED BY MINJARES MORA ARCHITECTS INC., FOR THE CITY OF EL PASO, DATED JULY 13, 2007., JOB No.0409.
6. SUBDIVISION PLAT FOR BUTTERFIELD TRAIL AVIATION PARK, UNIT THREE, REPLAT "A" FILE NO. 2021004213 9 OF THE EL PASO COUNTY PLAT RECORDS.



DRAWN BY: J.M.	GENERALIZED PLOT PLAN
APPROVED BY: A.A.	LOT 1, BLOCK 2, BUTTERFIELD AVIATION PARK, UNIT THREE, REPLAT "A" & A PORTION OF SECTIONS 22, 23, 26 & 27, BLOCK 80, TOWNSHIP 2, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.
SCALE: 1"=400'	
DATE: 10-18-2021	
JOB NO. 05100-118	
1 ADDED CONCEPTUAL BUILDING FOOTPRINTS	DATE: 11/29/21
	SHEET 1 OF 1

STATE OF TEXAS REGISTERED AARON ALVARADO 6233 PROFESSIONAL LAND SURVEYOR
11/29/21

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737
TBPLS REG. NO. 101314-00
417 EXECUTIVE CENTER
EL PASO, TEXAS 79902
www.brockbustillos.com
PH (915) 542-4900
FAX (915) 542-2867

South of Liberty Expressway and East of Global Reach Drive

City Plan Commission — December 16, 2021 ***(REVISED)***

CASE NUMBER:	**PZRZ21-00030**
CASE MANAGER:	Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	City of El Paso
APPLICANT:	El Paso International Airport
REPRESENTATIVE:	Brock & Bustillos, Inc.
LOCATION:	South of Liberty Expressway and North of Global Reach Drive (District 2)
PROPERTY AREA:	593.87 acres
REQUEST:	Rezone from C-4 (Commercial) to M-1 (Light Manufacturing)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of December 9, 2021

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from C-4 (Commercial) to M-1 (Light Manufacturing) to allow for general warehouse and industrial development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The recommendation is based on the compatibility of the proposed zoning district with the surrounding manufacturing and commercial districts in the immediate area. It is also based on the consistency of the request with Plan El Paso, the City's adopted Comprehensive Plan.

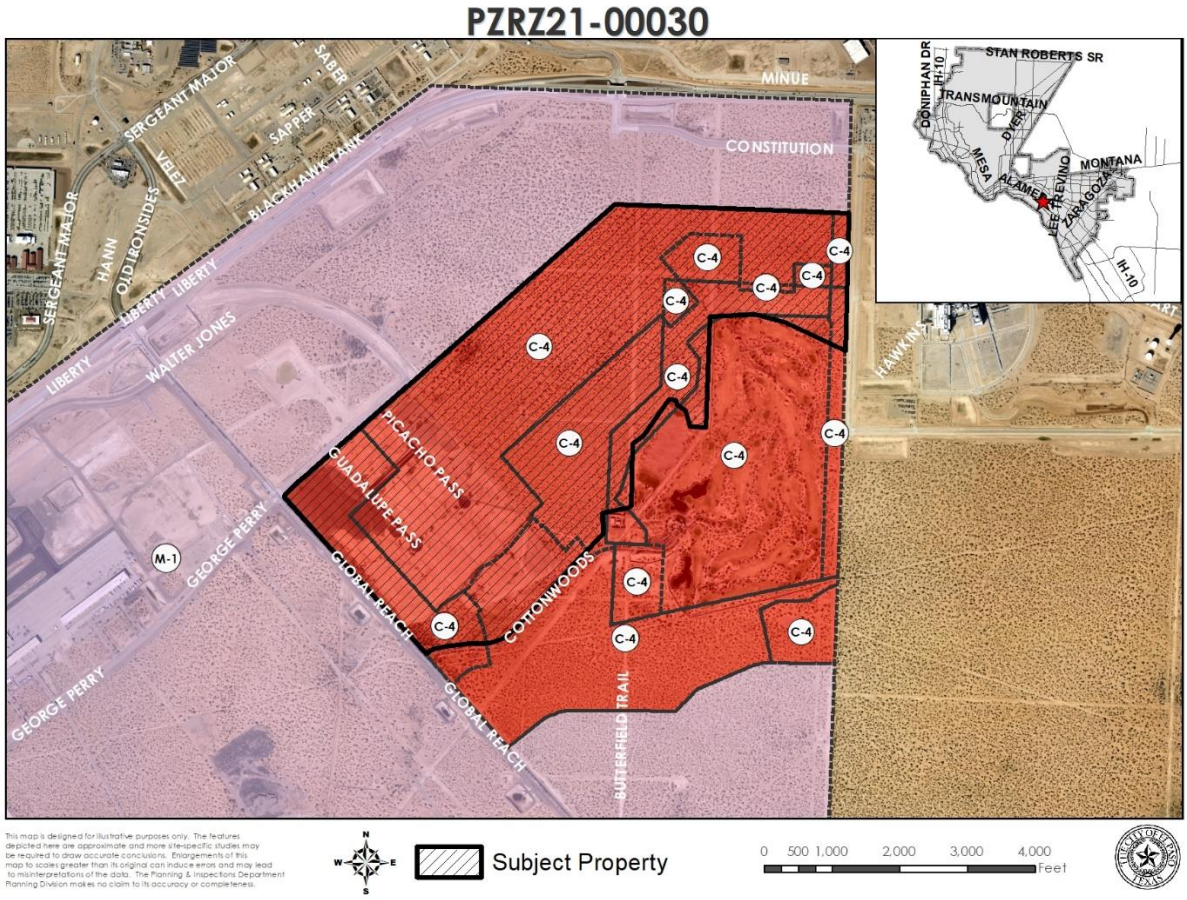


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from C-4 (Commercial) to M-1 (Light Manufacturing) to allow for proposed general warehouse and industrial business park. The conceptual site plan shows ten (10) warehouse and industrial buildings. Access to the subject property is provided from Global Reach Drive.

PREVIOUS CASE HISTORY: On May 24, 2011, City Council approved a rezoning for the subject property from A-3 (Apartment), C-4 (Commercial), and M-1 (Light Manufacturing) to SCZ (Smart Code Zone).

On December 17, 2019, City Council approved a rezoning for the subject property from SCZ (Smart Code Zone) to C-4 (Commercial).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed district is consistent with the surrounding manufacturing and commercial districts in the immediate area, and meets the established character of the neighborhood surrounding the subject property. Furthermore, the proposed development meets the intent of the G-7, Industrial and/or Railyards designation of *Plan El Paso* in the Central planning area.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-7, Industrial and/or Railyards:** This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing railyards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.	Yes, the subject property and the proposed developments meet the intent of the G-7 Industrial and/or Railyards Future Land Use designation of *Plan El Paso*. The proposed development is adjacent to commercial and light manufacturing zoning districts.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **M-1 (Light Manufacturing) District:** The purpose of this district is to provide locations for light-intensity industries involving manufacturing, assembling, distribution and warehousing. It is intended that the districts will serve the entire city and will permit supporting commercial uses. The regulations of the districts are intended to preserve a light industrial nature particularly with regard to noise, smoke, odors, dust, vibrations and other noxious conditions.	Yes, the proposed industrial development uses are consistent with the commercial and light manufacturing neighborhood. Industrial uses are common and appropriate in this sector. The surrounding properties are zoned M-1 (Light Manufacturing) and C-4 (Commercial) district.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes, the property is located on Global Reach Drive which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. The proposed development will match development immediately surrounding the subject property.
Natural Environment: Anticipated effects on the natural environment.	Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing commercial and light manufacturing zoning and uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is in transition from inactive mixed use for the property. The established area is comprised of a commercial and manufacturing development. There have been recent rezoning requests for this area to the south and east in 2011 and 2019.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Global Reach Drive, which is designated a major arterial as per the City of El Paso's Major Thoroughfare Plan. Access is proposed from Global Reach Drive. It is adequate to serve the development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed rezoning. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of El Paso Central Business Association and Sunrise Civic Group, which was notified prior to submittal of the Rezoning Application. As required, public notices were mailed to property owners within 300 feet on December 2, 2021. As of December 9, 2021, the Planning Division did not receive any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: N/A

CITY PLAN COMMISSION OPTIONS:

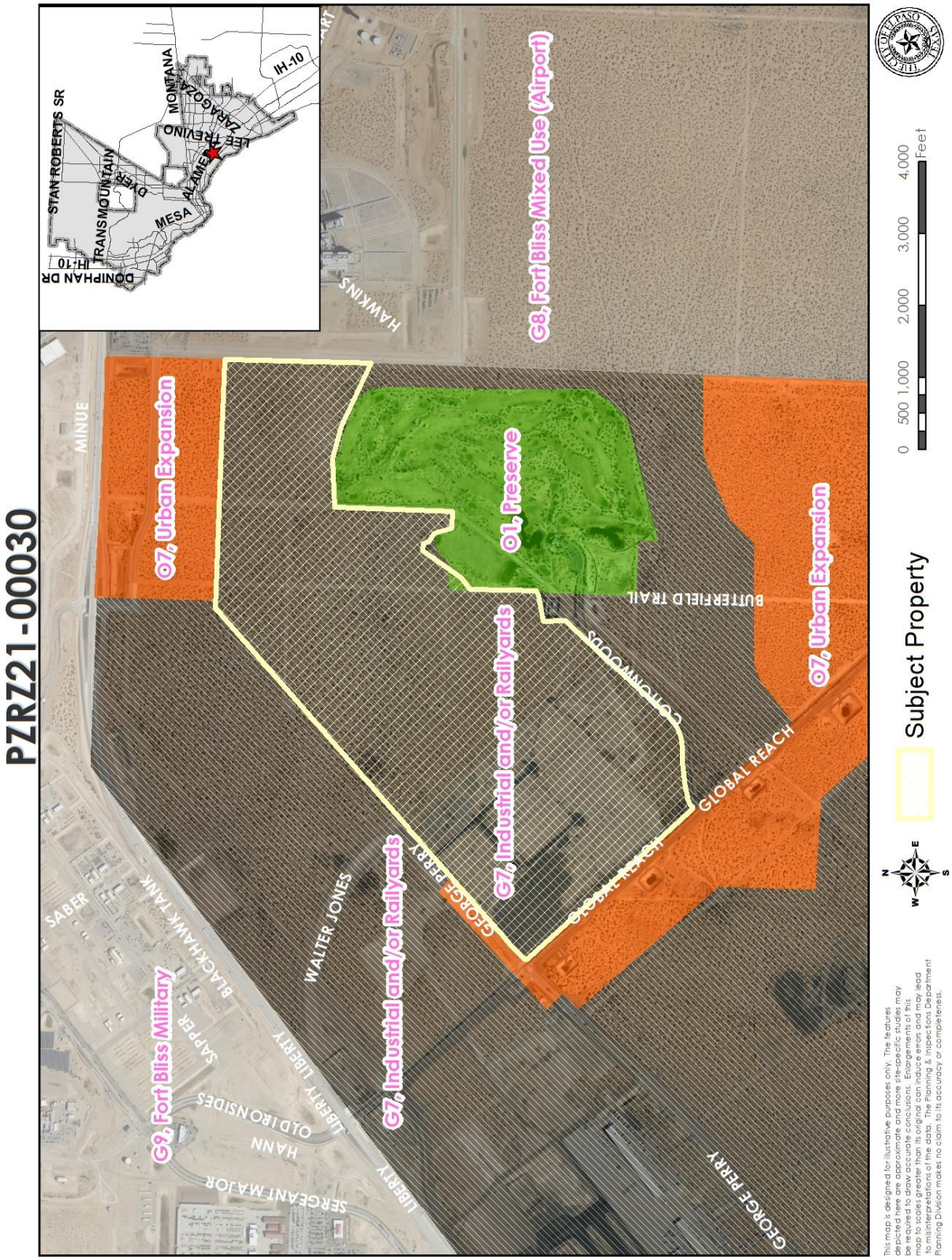
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

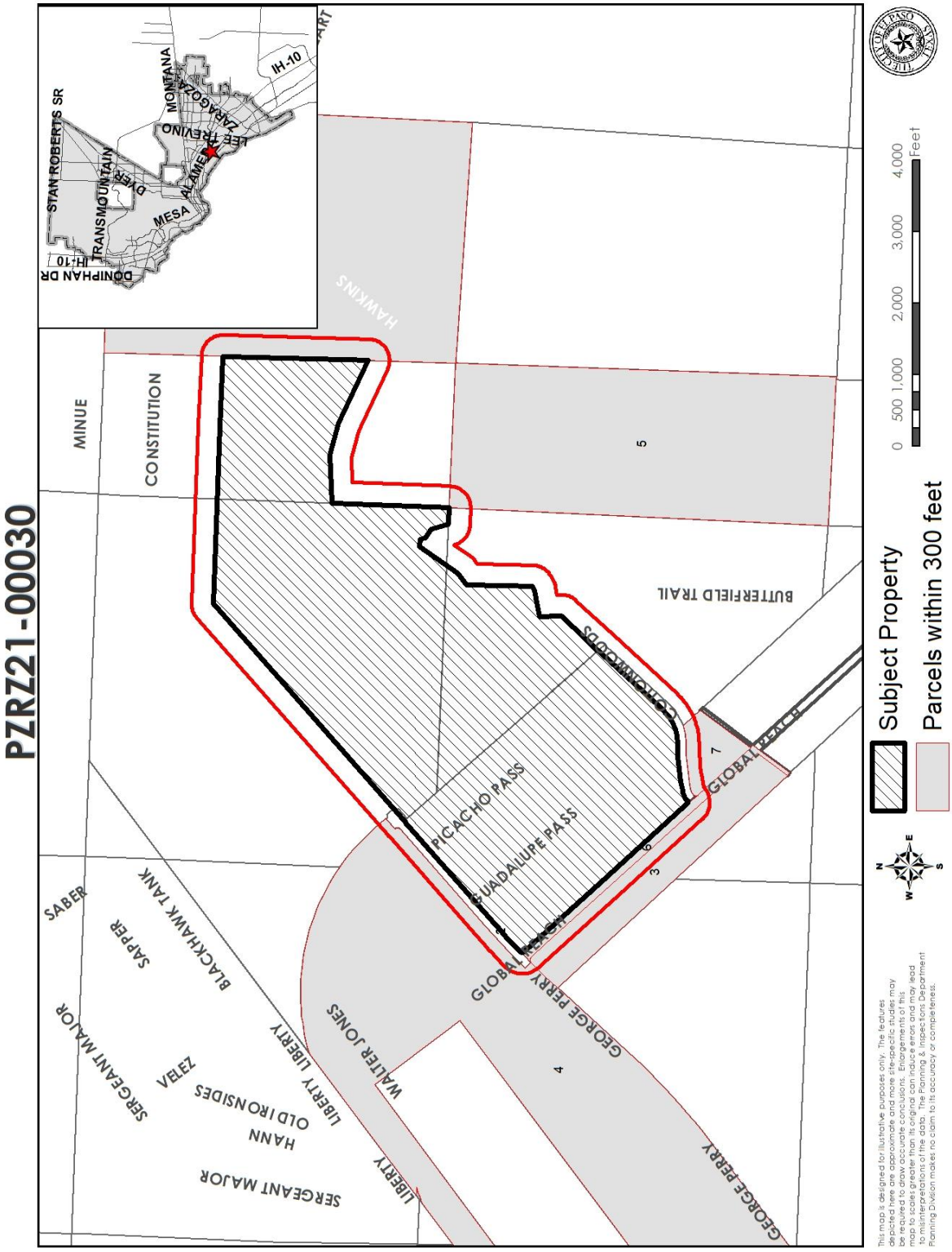
ATTACHMENTS:

1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Conceptual Site Plan
4. Department Comments

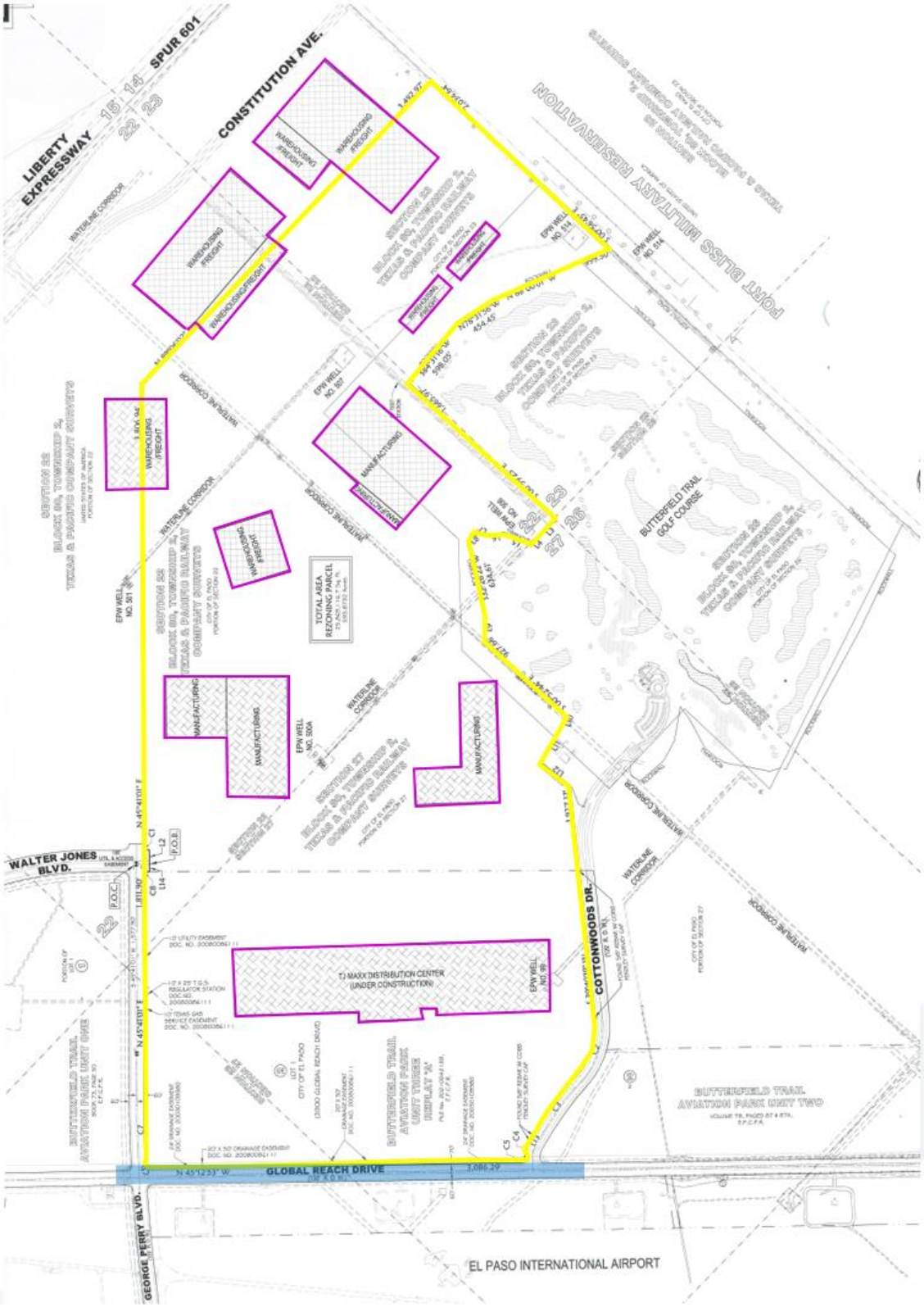
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department – Planning Division

Staff recommends approval of the rezoning request.

Planning and Inspections Department – Plan Review

The generalized site plan is not being reviewed for conformance due to conceptual nature.

No objections to proposed rezoning.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

PZRZ21-00030 – Northwest of Global Reach Drive and South of Liberty Expressway – Rezoning - Approved

1. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within landscaped areas, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

2. Comply with FEMA requirements for developing within SFHA.

Street and Maintenance Department

The Tollway East Traffic Impact Analysis submitted on 12/14/21 has been approved. We have no additional comments at this time.

Texas Department of Transportation (TxDOT)

No comments received.

Fire Department
No adverse comments.

Environmental Service Department

No adverse comments.

Sun Metro
No objections.

El Paso Water

EPWater does not object to this request.

Water and sewer service capacity is limited. Water and sanitary sewer improvements are anticipated to provide service to the area at build-out. Improvements are dependent on the intensity of the use, water demands, and sewer flows. Cost of the improvements at Owner's expense.

Include all existing EPWater facilities in Master Plan. Include well symbol in Legend Table.

Water:
There is an existing 24-inch diameter water main that extends along Global Reach Dr. approximately 10 feet east of the right-of-way centerline. No direct service connections are allowed to the 24-inch diameter water main as per the El Paso Water – Public Service Board Rules and Regulations.

There is an existing 12-inch water main that extends along George Perry Blvd. approximately 5-feet south of the right-of-way centerline.

There is an existing 12-inch diameter water main that extends along Cottonwoods Dr., located approximately 29-feet south of and parallel to the northern right-of-way line.

There are existing 12-inch, 16-inch, 20-inch and 24-inch diameter flow lines that bisect the property. These mains are not available for service.

Sewer:
There is an existing 12-inch diameter sanitary sewer main that extends along George Perry Blvd. approximately 10 feet north of the right-of-way centerline.

There is an existing 8-inch diameter sanitary sewer main that extends along Cottonwood Dr., approximately 43 feet north of the right-of-way south boundary line

There is an existing 18-inch sewer main that extends along the northern portion of George Perry Blvd. This main extends approximately 180-feet east of Global Reach Blvd. then the main turns south and ends after 100 feet. No direct service connections are allowed to the 18-inch diameter water main as per the El Paso Water – Public Service Board Rules and Regulations.

There is an existing 15-inch diameter sanitary sewer main that extends along Global Reach Drive. The main is located approximately 10 feet west of the right-of-way centerline.

General
The EPWater operates and maintains wells #79, #80, #95, #200, #500, #501, #502, #506A, #507A, #508, and #515A within the property. Wells and flow lines extend within a PSB easement.

EPWater-PSB requires access to the existing wells, flow lines and appurtenances 24 hours a day, seven (7) days a week.

During the site improvement work, the Owner/Developer shall safeguard all existing flow lines, wells and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of any damage to these.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be

at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater-PSB requires a service application to provide new services. New service applications should be made 6-8 weeks in advance of construction to ensure water for construction work. The following items, if applicable, are required at the time of application: (1) hard copy of site plan with street names and addresses; (2) finalized set of improvement plans, including grading & drainage plans; (3) digital copy of site plan; (4) benchmark check; (5) construction schedule; and (6) a certificate of compliance. Service will be provided in accordance with the current El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations. The owner is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso Water – Stormwater Engineering

The existing ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

El Paso County Water Improvement District #1

EPCWID1 has no comments on the above mentioned item.

File #: 22-95, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST21-00016, to allow for a governmental use, building (fire station) on the property described as Lots 17 to 20, Block 21, Montclair #3, 2405 McRae Boulevard, City of El Paso, El Paso County, Texas, Pursuant to Section 20.04.320 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 2405 McRae Boulevard
Applicant: City of El Paso, PZST21-00016

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

AGENDA DATE: February 1, 2022
PUBLIC HEARING DATE: March 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Improve the visual impression of the community

SUBJECT:
An Ordinance granting Special Permit NO. PZST21-00016, to allow for a governmental use, building (fire station) on the property described as Lots 17 to 20, Block 21, Montclair #3, 2405 McRae Boulevard, City of El Paso, El Paso County, Texas, Pursuant to Section 20.04.320 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 2405 McRae Boulevard
Applicant: City of El Paso, PZST21-00016

BACKGROUND / DISCUSSION:
The applicant is requesting a special permit to allow for a governmental use, building (fire station) in the R-3 (Residential) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit. The City Plan Commission recommended 7-0 to approve the proposed special permit on December 2, 2021. As of January 24, 2022, the Planning Division did not receive any communication support or opposition to the special permit request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Philip F. Etiwe – Planning and Inspections Director

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00016, TO ALLOW FOR A GOVERNMENTAL USE, BUILDING (FIRE STATION) ON THE PROPERTY DESCRIBED AS LOTS 17 TO 20, BLOCK 21, MONTCLAIR #3, 2405 MCRAE BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.320 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the **City of El Paso,** has applied for a Special Permit under Section 20.10.280 of the El Paso City Code to allow for a governmental use, building (fire station)**;** and,

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in an R-3 (Residential) District:
Lots 17 to 20, Block 21, Montclair #3, 2405 McRae Boulevard, City of El Paso, El Paso County, Texas; and,

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a governmental use, building (fire station) on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the R-3 (Residential) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST21-00016, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ___ day of _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

City of El Paso, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **R-3 (Residential) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this _____ day of _____, 2022.

City of El Paso

_____
(Signature)

_____
(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2022, by _____ for City Of El Paso

(Seal)

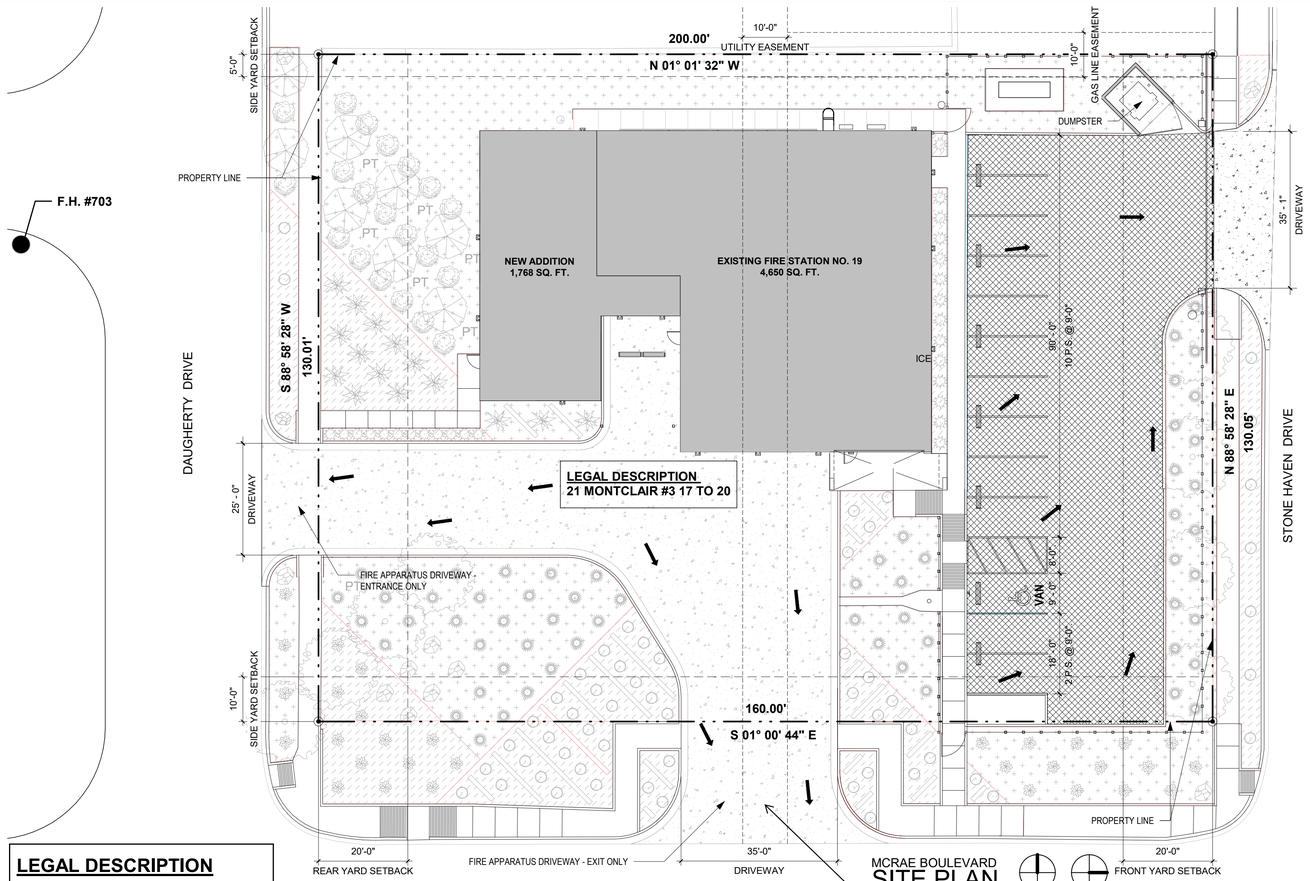
_____
Notary Public, State of Texas
Signature

_____
Printed or Typed Name

My Commission Expires:

_____

EXHIBIT "A"



MCRAE BOULEVARD
SITE PLAN
SCALE: 1/16" = 1'-0" PLAN **N** TRUE **N**

UTILITY EASEMENT TO BE VACATED IN THE FUTURE BY SUBDIVISION PLAT

LEGAL DESCRIPTION
21 MONTCLAIR #3 17 TO 20

APPENDIX B - TABLE OF DENSITY AND DIMENSIONAL STANDARDS

BUILDING SETBACKS (IN FEET)

ZONING DISTRICT	MINIMUM FRONT YARD	MINIMUM REAR YARD	MINIMUM CUMULATIVE FRONT & REAR YARD TOTAL	MINIMUM SIDE YARD	MINIMUM SIDE STREET YARD	MINIMUM CUMULATIVE SIDE & SIDE STREET YARD TOTAL
R-3	20	20	50	5	10	N/A

PARKING REQUIREMENTS

	REQUIRED	PROVIDED
REGULAR PARKING SPACE	12	12
ACCESSIBLE PARKING SPACE	1	1
TOTAL	13	13

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

DATE

APPLICANT

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

DRAINAGE CALCULATIONS BASED ON A 100 YR. STORM
FREQUENCY FOR ESTIMATING RUNOFF FORMULA Q=CIA

DRAINAGE AREA	AREA (ACRES)	TC (MIN)	I (IN/HR) 100 YEARS	C* (AVG)	Q (CFS) 100 YEARS	COMMENTS
DA-1	0.2874	10.00	05.36	00.95	1.4634	TO STONEHAVEN DRIVE
DA-2	0.0352	10.00	05.36	00.45	0.0849	TO DEPRESSED AREA
DA-3	0.0911	10.00	05.36	00.95	0.4638	TO McRAE BOULEVARD
DA-4	0.1216	10.00	05.36	00.95	0.6191	TO DAUGHERTY DRIVE
DA-5	0.0858	10.00	05.36	00.45	0.2069	TO DAUGHERTY DRIVE
DA-6	0.0634	10.00	05.36	00.45	0.1529	TO DEPRESSED AREA

LANDSCAPE ORDINANCE CALCULATIONS

SQUARE FOOTAGE OF NEW BUILDING ADDITION = 1,821 SF
LANDSCAPE AREA REQUIRED = 273 SF (1,821 X .15 = 273 SF)
LANDSCAPE AREA PROVIDED = 10,042 SF
REQUIRED UNITS OF PLANT MATERIAL = 1 (273 SF OF REQUIRED LANDSCAPE AREA)

	REQUIRED	PROVIDED	NOTES
STREET TREES	0	0	BUILDING EXPANSION PROJECT DOES NOT NECCESSITATE NEW STREET TREES
BUFFER TREES	0	0	BUILDING EXPANSION PROJECT DOES NOT NECCESSITATE NEW BUFFER TREES
CANOPY TREES	2	2	13 PARKING SPACES / 10 = 1.3
PROJECT TREES	1	11	1 REQUIRED UNIT OF PLANT MATERIAL PROJECT TREE QUANTITY OF 13 DOES NOT INCLUDE NEW TREES PROVIDED IN PARKWAY
TOTAL TREES	3	13	
PROJECT SHRUBS	45	150	1 X 45 = 45 PROJECT SHRUB QUANTITY OF 135 DOES NOT INCLUDE NEW SHRUBS PROVIDED IN PARKWAY

NOTE:
SINCE THE ONE EXISTING BUILDING WILL REMAIN, THIS PROJECT IS CONSIDERED A BUILDING EXPANSION PROJECT

PROJECT LEGEND

- BUILDING FOOTPRINT
- ASPHALT PARKING
- CONCRETE DRIVEWAY
- STORM DRAINAGE
- PROPERTY LINE
- WROUGHT IRON FENCE

PLANT LEGEND

TREES

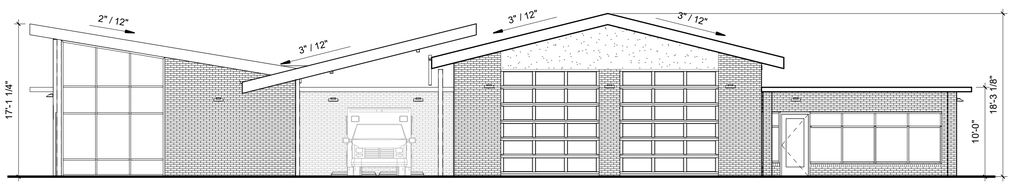
COMMON NAME	BOTANICAL NAME	SIZE	HEIGHT	QTY
SILVER SMOKE ARIZONA CYPRESS	CUPRESSUS ARIZONICA GLABRA 'SILVER SMOKE'	2"	10'-12'	8
PALO VERDE 'DESERT WILLOW ' MULTI-TRUNK	CERCIDIUM X 'DESERT MUSEUM'	24" BOX	10'-12'	8

NOTE: MULTI-TRUNK TREES SHALL BE 2" CALIPER, WITH CALIPER EQUALING THE DIAMETER OF THE LARGEST TRUNK PLUS HALF THE DIAMETER OF THE NEXT THREE LARGEST TRUNKS

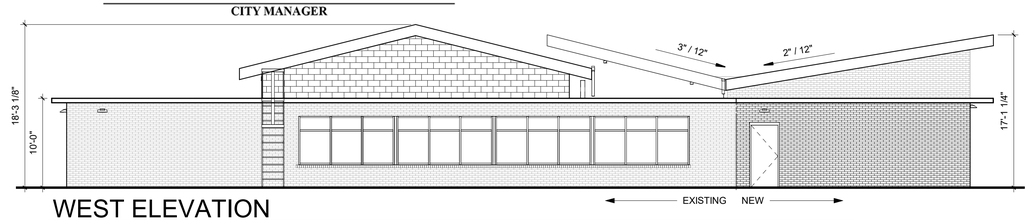
CT = CANOPY TREE
PT = PROJECT TREE

SHRUBS

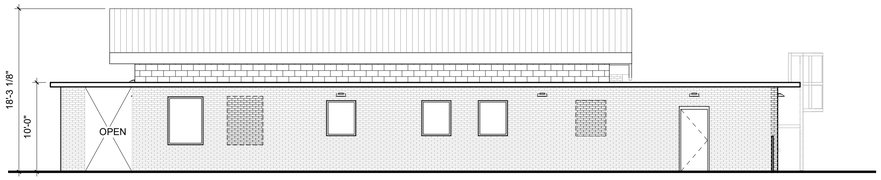
COMMON NAME	BOTANICAL NAME	SIZE	QTY
PALMER'S AGAVE*	AGAVE PALMERI	5 GAL	58
CREOSOTE	LARREA TRIDENTATA	5 GAL	20
GREY DESERT SPOON*	DASYLIRION WHEELERI	5 GAL	31
FLAME ACANTHUS	ANISICANTHUS QUADRIFIDUS V. WRIGHTII	5 GAL	60
SIERRA LINDA AUTUMN SAGE	SALVIA GREGGII SIERRA LINDA	5 GAL	26
AGAVE CENTURY PLANT*	AGAVECEAE AMERICANA	5 GAL	15



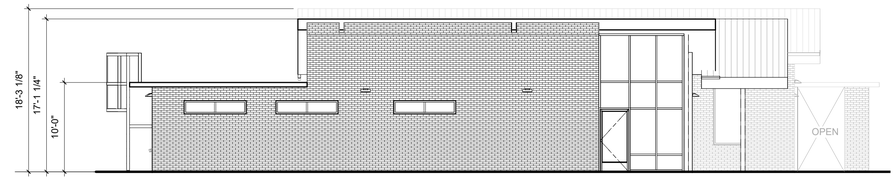
EAST ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

in*situ ARCHITECTURE
112 Texas Avenue | El Paso, TX 79901
p 915.533.7488
www.insituarc.com

REGISTERED ARCHITECT WILLIAM C. HEIM 12536 STATE OF TEXAS

SEPTEMBER 10, 2021

COEP_Fire Station No. 19 Addition & Renovation

City of El Paso

2405 McRae Blvd.
El Paso, TX. 79925

REVISION SCHEDULE

Number	Date	Description

PROJECT STATUS:	**100% CONSTRUCTION DOCUMENTS**
ISSUE DATE:	**SEPTEMBER 10, 2021**
PROJECT NO.:	**21012**
CITY PROJECT NO.:	238698
DRAWN BY:	AP
CHECKED BY:	WCH

SITE PLAN - IMPROVEMENT

A-100

11/10/2021 1:33:29 PM

ZONING

2405 McRae Boulevard

City Plan Commission — December 2, 2021

SPECIAL PERMIT

CASE NUMBER:	**PZST21-000016**
CASE MANAGER:	Andrew Salloum, (915)212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	City of El Paso
REPRESENTATIVE:	SLI Engineering, Inc.
LOCATION:	2405 McRae Boulevard (District 7)
PROPERTY AREA:	0.689 acres
EXISTING ZONING:	R-3 (Residential)
REQUEST:	Special Permit to allow for a governmental use, building (fire station) in R-3 (Residential) zone district
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of November 24, 2021

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for a governmental use, building (fire station) in the R-3 (Residential) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the special permit to allow for a governmental use, building in R-3 (Residential) zone district. The proposed condition is that the utility easement that runs through the existing fire station building shall be vacated prior to issuance of certificate of occupancy. The proposal meets all the requirements of El Paso City Code 20.04.320 Special Permit and 20.04.150 Detailed Site Development Plan. The approval recommendation is also based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan.

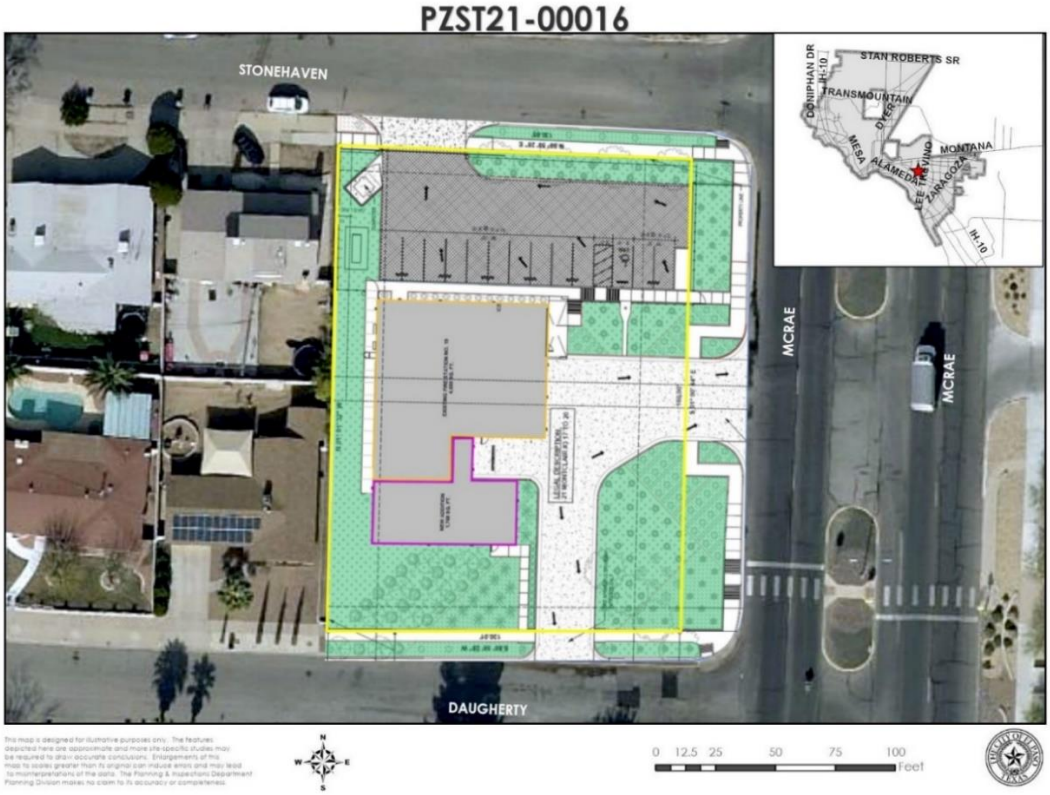


Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting a special permit to allow for a governmental use, building in the R-3 (Residential) zone district. The detailed site development plan shows a new 1,768 square-foot addition to the existing 4,650 square-foot Fire Station. The proposed development complies with all density and dimensional standards. The development requires thirteen (13) parking spaces and three (3) bicycle spaces, which is being provided. Access to the subject property is provided from McRae Boulevard, Daugherty Drive, and Stonehaven Drive.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. the property meets all applicable density and dimensional standards for their zoning district and use.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of *Plan El Paso* and the G-3 future land use designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes, access to the driveway will be from McRae Boulevard, Daugherty Drive, and Stonehaven Drive - the improved major arterial and local streets respectively.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. The proposed design of the development is compatible with surrounding properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The development will comply with landscaping ordinance requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing uses and building configurations are similar to other properties in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed redevelopment in similar in intensity and scale to surrounding development.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes, the subject property and the proposed development meets the intent of the G-3 Post-War Future Land Use designation. The proposed development is adjacent to residential development and in close proximity to church and school lots.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Compatibility with Surroundings: The proposed use is compatible with those surrounding the site: **R-3 (Residential) District:** 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.	Yes, the governmental use, building (fire station) is consistent with residential and public civic uses in the neighborhood. The fire station is requiring a special permit in R-3 zone district. The surrounding properties are zoned R-3 (Residential). The surrounding area uses vary from single-family dwellings, church, and school.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing residential zoning and uses of the surrounding properties. The church property to the north is being currently rezoning request.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family, church, and school uses. The church property to the north is being currently rezoning request.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders McRae Boulevard which is designated as a major arterial street, and borders Daugherty Drive and Stonehaven Drive, which are designated as local streets as per the City of El Paso's Major Thoroughfare Plan (MTP) and are adequate to serve the proposed development. Access is proposed from McRae Boulevard, Daugherty Drive, and Stonehaven Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to proposed special permit. There were no adverse comments received from the reviewing departments. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of the Cielo Vista Neighborhood Association which was notified of the special permit application. Public notices were mailed to property owners within 300 feet of the subject property on November 4, 2021. As of November 24, 2021, the Planning Division has not received any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: N/A.

CITY PLAN COMMISSION OPTIONS:

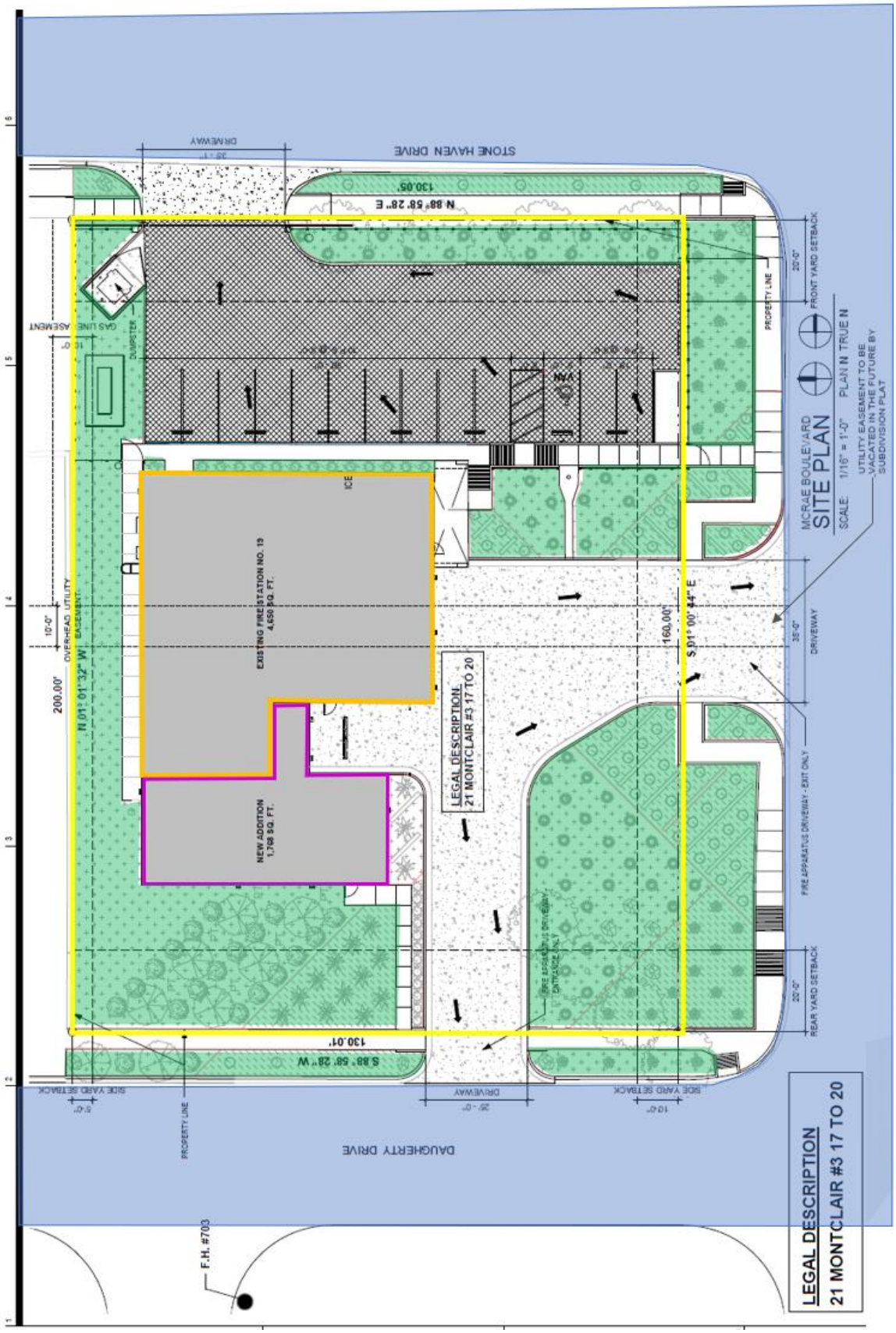
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

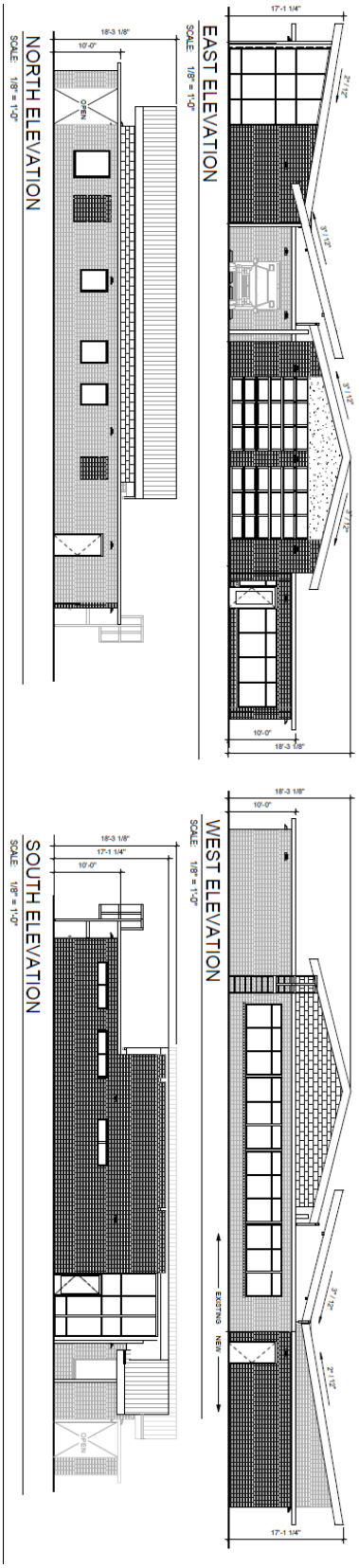
ATTACHMENTS:

1. Detailed Site Plan
2. Elevations
3. Future Land Use Map
4. Department Comments
5. Neighborhood Notification Boundary Map

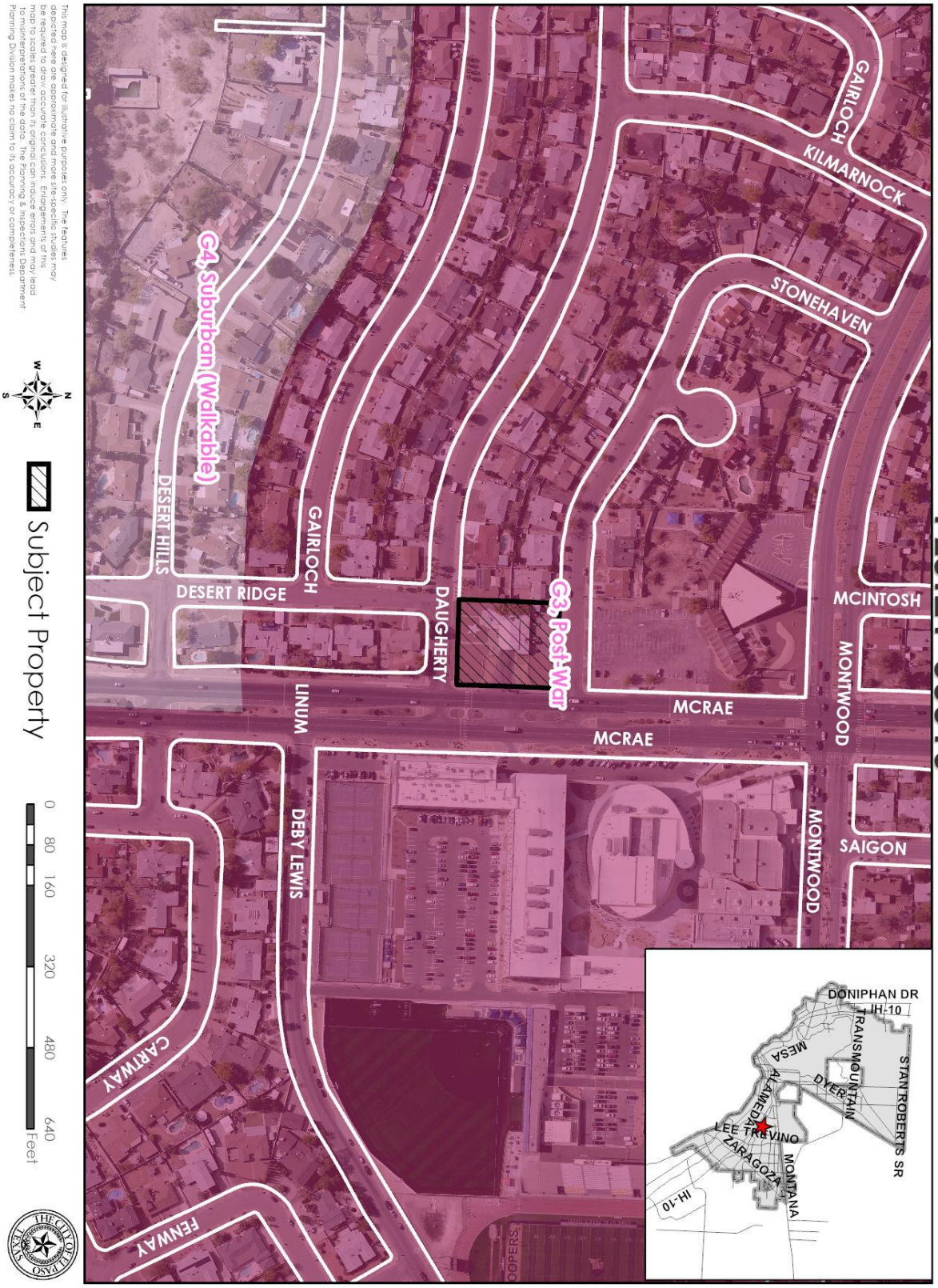
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department – Planning Division

Planning Division recommends approval of the special permit to allow for a governmental use, building in R-3 (Residential) zone district with condition that the easement shall be vacated prior to issuance of certificate of occupancy.

Planning and Inspections Department – Plan Review

No objections to the special permit and detailed site development plan.

Note: At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS, and Municipal Code

Planning and Inspections Department – Land Development
Recommended approval of the special permit and detailed site development plan.

Fire
We have no adverse comments. This case is part of the Fire Station Renovations project.

Sun Metro
No objections.

Streets and Maintenance Department
TIA is not required.

Environmental Services Department
No objections.

El Paso County Water Improvement District #1
The item is not within the boundaries of EPCWID1.

El Paso Water
El Paso Water (EPWU) does not object to this request.

Water
There is an existing 20-inch diameter water main that extends along Daugherty Dr. approximately.

There is an existing 6-inch diameter water main along Stonehaven Dr. located approximately 20 feet south of and parallel to the north right-of-way line of Stonehaven Dr. This main is available for service.

EPWU records indicate (1) 2-inch domestic water meter serving the subject property. The address for this service is 9640 Montwood Dr.

Previous water pressure from fire hydrant #2329 located on Stonehaven Dr, approximately 630 feet west of McRae Blvd, yield a static pressure of 60 (psi), a residual pressure of 66 (psi), and a discharge of 1,113 gallons per minute.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main along Stonehaven Dr., located approximately 25-feet north of the property. This main is available for service.

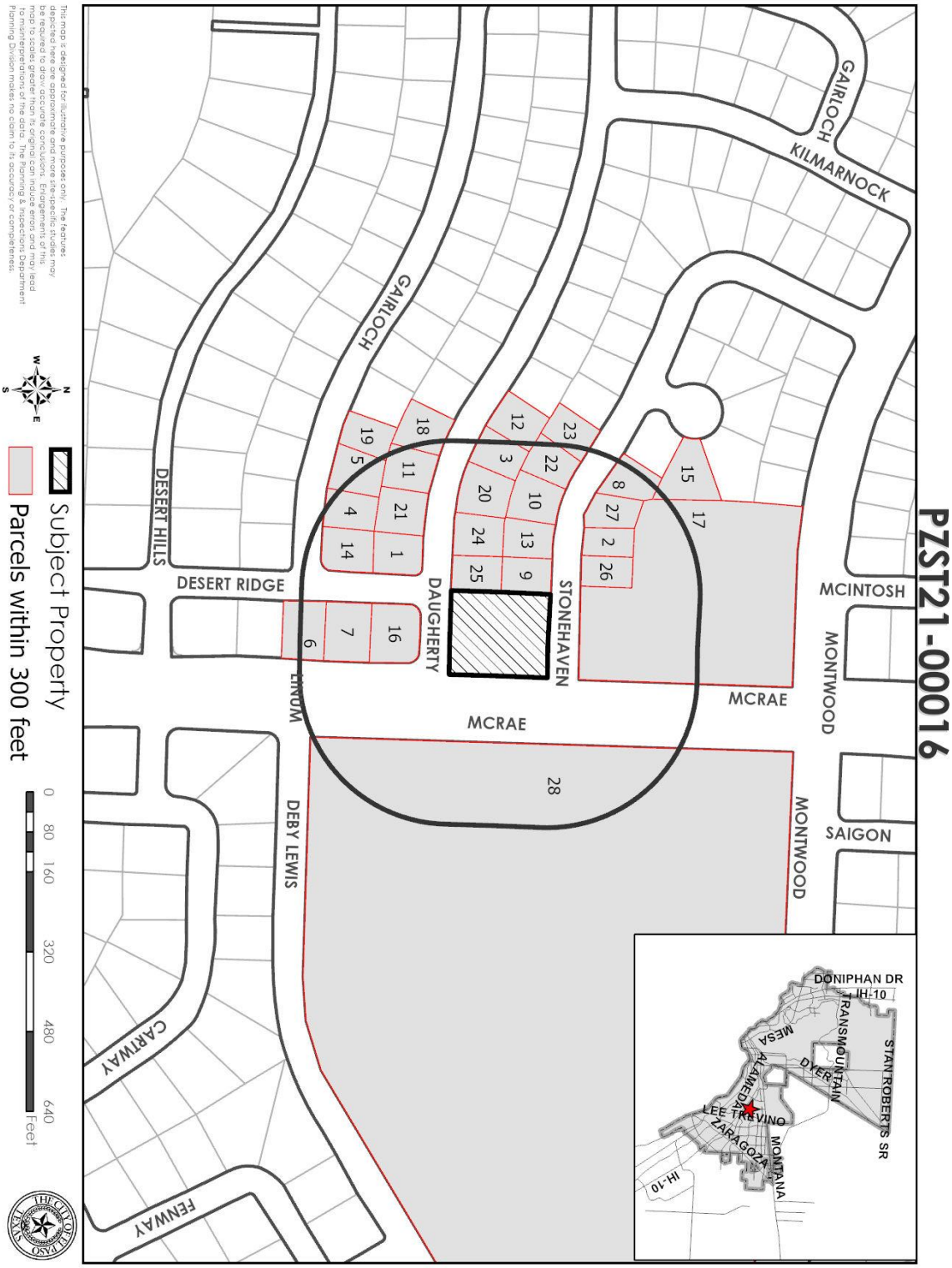
There is an existing 8-inch diameter sanitary sewer main along McRae Blvd, located approximately 20-feet east of the property. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main along Daugherty Dr., located approximately 25-feet south of the property. This main is available for service.

General:
Application for additional water and sanitary sewer services should be made 6 to 8 weeks prior to construction work. New service applications are available at 1154 Hawkins, 3rd floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso Water - Stormwater Engineering
As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

ATTACHMENT 5



File #: 22-118, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jorge Olmos, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning for the property described as a portion of Lot A, Block 20, Montclair Unit Three, 9640 Montwood Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1 (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: 9640 Montwood Drive.
Applicant: 9640 Montwood LLC, PZRZ21-00026

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

AGENDA DATE: February 1, 2022
PUBLIC HEARING DATE: March 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Jorge Olmos, (915) 212-1607

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:
An Ordinance changing the zoning for the property described as a portion of Lot A, Block 20, Montclair Unit Three, 9640 Montwood Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1 (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: 9640 Montwood Drive
Applicant: 9640 Montwood LLC, PZRZ21-00026

BACKGROUND / DISCUSSION:
The applicant is requesting to rezone one (1) 3.0080-acre lot from R-3 (Residential) to C-1 (Commercial) to allow for a shopping center. City Plan Commission on November 18, 2021 recommended 5-0 to approve the proposed rezoning with conditions. As of January 25, 2022, the Planning Division has received one e-mail in opposition and one email in support of 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 A PORTION OF LOT A, BLOCK 20, MONTCLAIR UNIT THREE, 9640 MONTWOOD DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-1 (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 a portion of Lot A, Block 20, Montclair Unit Three, 9640 Montwood Drive , *located in the City of El Paso, El Paso County, Texas,* and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-3 (Residential) to C-1 (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 change in intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. *That a ten foot (10') landscape 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 twenty-five feet (25') 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 prior to issuance of building permits a detailed site development plan be approved by City Council.*

The detailed site development plan presented as part of this rezoning satisfies condition No. 2.

The penalites 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 _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

(Signatures Continued on Following Page)

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

APPROVED AS TO FORM:

Evy A. Sotelo
Assistant City Attorney

EXHIBIT A

PRECISION LAND SURVEYORS
10441 VALLE DE ORO DR.
El Paso, Texas 79927
Ph# (915) 222-5227

Being a portion of Lot A, Block 20,
Montclair Unit Three,
City of El Paso, El Paso County, Texas
July 13, 2021;

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot A, Block 20, Montclair Unit Three, City of El Paso, El Paso County, Texas , and being more particularly described by metes and bounds as follows:

"**TRUE POINT OF BEGINNING**" being a found "X" at the northwest corner of said Lot A and the southerly right of way of Montwood Drive (100' right of way), thence along said right of way, 116.23 feet along the arc of a curve to the left which has a **radius** of **1038.14 feet**, a **central angle** of **6°24'54",** a tangent of 58.18 feet, and a **chord** which bears **South 87°44'45" East** a distance of **116.17 feet** to a set nail with cap "6085";

Thence continuing along said right of way, **North 89°02'48" East** a distance of **230.00 feet** to a set 1/2" rebar with cap "6085" at the easterly right of way of McRae Boulevard (150' right of way);

Thence along said right of way, **South 00°57'12" East** a distance of **432.16 feet** to a set "X" on sidewalk at the northerly right of way of Stonehaven Drive (60' right of way);

Thence along said right of way, **South 89°02'00" West** a distance of **165.93 feet** to a set "X" on sidewalk;

Thence leaving said right of way, **North 00°57'12" West** a distance of **100.00 feet** to a found PK nail on rock wall;

Thence, South **89°02'00" West** a distance of **60.00 feet** to a found PK nail on rock wall;

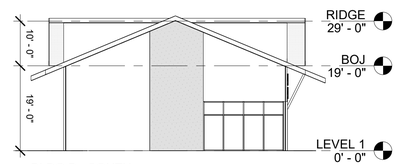
Thence, **North 88°24'00" West** a distance of **59.42 feet** to a found PK nail on rock wall;

Thence, **North 75°24'55" West** a distance of **63.00 feet** to a found PK nail on rock wall;

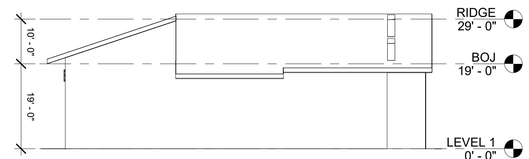
Thence, **North 00°57'12" West** a distance of 319.19 feet to "**TRUE POINT OF BEGINNING**" and containing in all **131,029 square feet** or **3.0080 acres** of land more or less.

Jesus D. Ibarra, RPLS No.6085
July 13, 2021

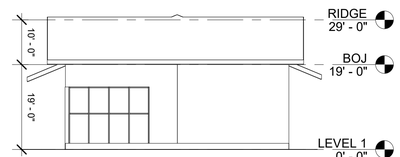
STATE OF TEXAS
REGISTERED
JESUS D IBARRA
6085
PROFESSIONAL
LAND SURVEYOR



2 BLDG B - SOUTH
1/16" = 1'-0"



3 BLDG B - WEST
1/16" = 1'-0"



4 BLDG B - NORTH
1/16" = 1'-0"

5 BLDG B - EAST
1/16" = 1'-0"

Planning and Inspections Department – Land Development

1. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, harvesting within landscaped areas, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and SubparagraphA-2 & A-5.

2. Add the following note to site plan: "The retention of the difference between historic and developed storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1)."

3. Show proposed storm-water runoff direction arrows, discharge points, and/or ponding areas on site plan.

SITE DATA:

GeoID: M63899902009100
AREA: 131,029 SF or 3.0080 ACRES
STREET NUMBER: 9640
STREET NAME: Montwood Dr
LEGAL_DESC: A PORTION OF LOT A, BLOCK 20, MONTCLAIR UNIT THREE, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF FILED IN VOLUME 12, PAGE 28, EL PASO COUNTY PLANT RECORDS.
AREA TABLE:

24,500 SF TOTAL

Shell A = 3,500 SF
Shell B = 7,200 SF
Shell C = 13,800 SF

PARKING TABLE:

Shopping center, community MIN 1/288 sf GFA
Restaurant (sit down) MIN 1/144 sf GFA

Retail: 21,000 SF / 288 = 73 STALLS
Restaurant: 3,500 SF /144 = 24 STALLS

TOTAL STALLS REQUIRED = 97
TOTAL STALLS PROVIDED = 181

LANDSCAPE CALC.
(131,029 - 24,500) x .15 = 15,980 SF REQUIRED
17,015 PROVIDED

LOCATION MAP

1 Site
1" = 30'-0"

NOTE: STORM & WATER DRAINAGE DIVERTED TO MCRAE BLVD. SEE DRAINAGE ARROWS IN BLACK.

NOTE: SITE INGRESS & EGRESS SHOWN IN WHITE ARROWS.

NOTE: IF MAXIMUM PARKING REQUIREMENTS ARE EXCEEDED, 1 TREE FOR EACH 5 SPACES WILL BE REQUIRED.

Configure8 Studio LLC
MATERIA ARCHITECTURE STUDIO
810 Texas Ave
El Paso, TX 79901
m. 310.254.5077
www.configure8studio.com

MIXED USE CENTER

9640 Montwood Dr, El Paso, TX 79925

PROJECT #	DATE
102821	1.5.22
REVISIONS	

SHEET TITLE
COVER SHEET

SHEET NUMBER
A0.0

PROPERTY OF CONFIGURE8 STUDIO. THIS DOCUMENT, WHETHER IN HARD COPY OR ELECTRONIC FORMAT, IS OPENSPECIFIC AND AN INSTRUMENT OF SERVICE IN REPRESENTING THE PROJECT DESIGNED BY CONFIGURE8 STUDIO. THIS DOCUMENT IS NOT INTENDED FOR ANTICIPATED REUSE BY ANY PARTY ON EXTENSIONS OF THIS PROJECT OR ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY CONFIGURE8 STUDIO FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO CONFIGURE8 STUDIO.

ARRIVE - MIXED USE CENTER

(4) 3D View A

(1) 3D View B

(2) 3D View C

(3) 3D View D

Configure8 Studio LLC
MATERIA ARCHITECTURE STUDIO
810 Texas Ave
El Paso, TX 79901
m. 310.254.5077
www.configure8studio.com

MIXED USE CENTER

9640 Montwood Dr, El Paso, TX 79925

PROJECT #	DATE
102821	1.5.22
REVISIONS	

SHEET TITLE

3D VIEWS

SHEET NUMBER

A4.0

PROPERTY OF CONFIGURE8 STUDIO; THIS DOCUMENT, WHETHER IN HARD COPY OR ELECTRONIC FORMANT IS COPYRIGHTED AND AN INSTRUMENT OF SERVICE IN RESPECT TO THE PROJECT FOR WHICH IT WAS PREPARED. THIS DOCUMENT IS NOT INTENDED OR AUTHORIZED FOR REUSE BY ANY PARTY ON EXTENSIONS OF SUCH PROJECT OR ANY OTHER PROJECT. ANY REUSE, INCLUDING COPYING AND/OR MODIFYING OF THE DOCUMENT, WITHOUT WRITTEN PERMISSION FROM "CONFIGURE8 STUDIO LLC" FOR THE SPECIFIC PURPOSE INTENDED IS A VIOLATION OF FEDERAL COPYRIGHT LAW. UNAUTHORIZED USE OF THIS MATERIAL MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES.

Garcia, Raul

From: madje10361@aol.com
Sent: Monday, September 13, 2021 3:37 PM
To: Rojas, Rebecca @ El Paso
Subject: CVNA Community Event
Attachments: CVNA 70th BDay & NNO 10.5.21.pdf

External

Hi Rebecca,

The CVNA gladly will support your efforts in rezoning the Property that currently sits at 9640 Montwood, and convert to Restaurants requested by this membership. Suggestions to follow.

Also, please find your all's invitation by way of this flier. Hopefully you can join us. Thank you.

Regards.

Mike Adjemian
CVNA / President
H / 772-7102
C / 490-6929
"The Strength of it's People, the Power of Community"
www.ep-cvna.org

Cielo Vista
Neighborhood
Association
www.ep-cvna.org

9640 Montwood Dr.

*City Plan Commission — November 18, 2021 – **REVISED***

CASE NUMBER:	**PZRZ21-00026**
CASE MANAGER:	Jorge Olmos, (915) 212-1607, OlmosJA@elpasotexas.gov
PROPERTY OWNER:	9640 Montwood, LLC
REPRESENTATIVE:	Conde, Inc.
LOCATION:	9640 Montwood Dr. (District 7)
PROPERTY AREA:	3.0080 acres
REQUEST:	Rezone from R-3 (Residential) to C-1 (Commercial)
RELATED APPLICATIONS:	N/A
PUBLIC INPUT:	One (1) e-mail in opposition to received as of 11/17/2021

SUMMARY OF REQUEST: The request is to rezone the subject property from R-3 (Residential) to C-1 (Commercial) in order to allow for the use of a shopping center.

SUMMARY OF STAFF's RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-3, Post-War future land use designation. The condition is as follows:

1. That a ten foot (10') landscape 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 twenty-five feet (25') 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.

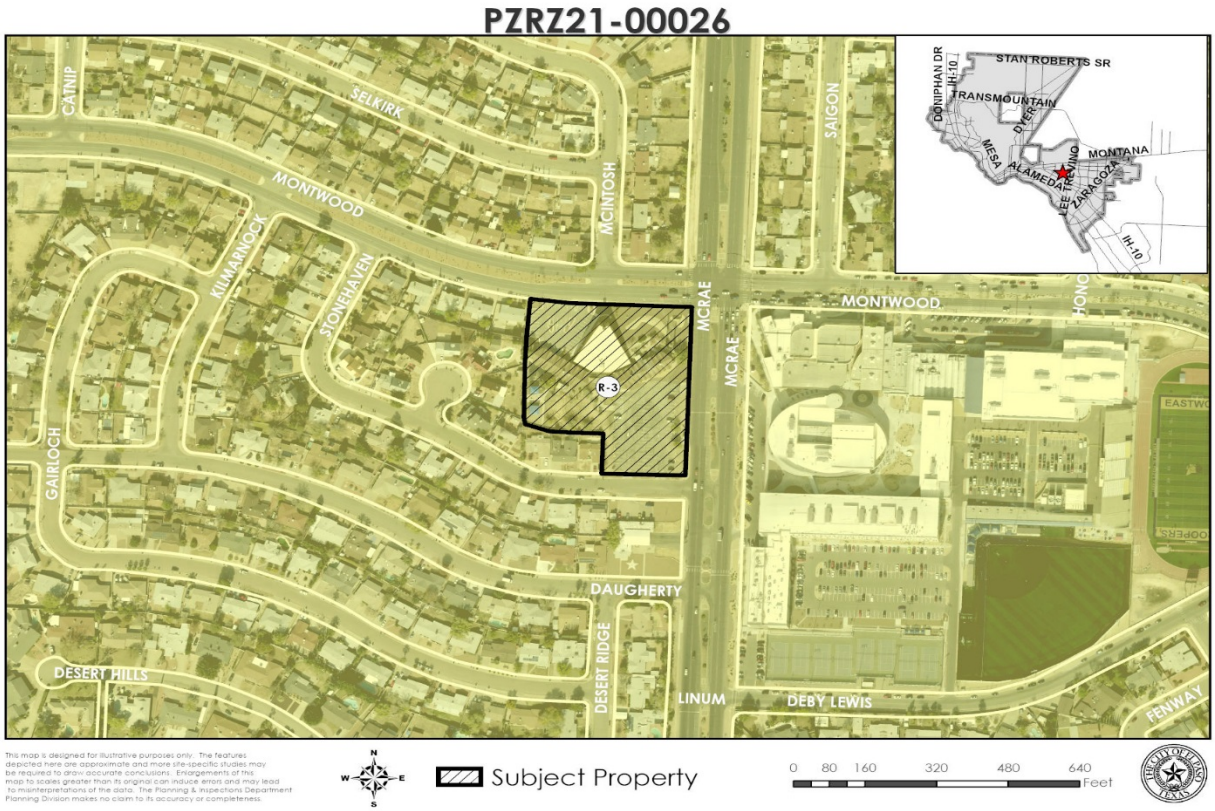


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone a 3 acre lot from R-3 (Residential) to C-1 (Commercial) to allow for the use of a shopping center. The conceptual site plan submitted with the application shows six (6) proposed one-story buildings, with a maximum height of 29', ranging in size from 3,600 square feet to 5,000 square feet. The applicant is also proposing a parking lot with one hundred and eighty one parking spaces, exceeding the requirement of one hundred and two parking spaces. The current 4,368 square foot structure on the property is proposed to be demolished. Access is proposed from both Montwood Drive and McRae Boulevard.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed commercial development meets the intent of the G-3, Post-War use designation of *Plan El Paso*. The proposed development will have access from Montwood Drive and McRae Boulevard, both designated as major arterial streets in the Major Thoroughfare Plan (MTP). The closest school is Eastwood High School (0.02 miles), and the closest park is Travis White Park (0.82 miles).

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	**Yes.** The proposed future commercial development is compatible with the G-3, Post-War designation by contributing to the addition of missing commercial uses provided to the surrounding neighborhoods within the area, and has the potential to reduce travel and infrastructure needs. The subject property is surrounded by properties zoned as R-3 (Residential) with single-family residential development.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-1 (Commercial) District:** The purpose of the district is to allow for districts that provide compatible neighborhood convenience goods and services that serve day-to-day needs. Permit locations for business and professional offices and retail category uses within adjacent residential areas of medium and high densities.	**Yes.** The proposed zoning district is compatible with other zoning districts surrounding the property, by providing missing neighborhood amenities and services. In addition, the property's location on the intersection of two major arterial streets makes the commercial designation appropriate.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use, and/or land use.	**Yes.** The proposed development is located in proximity to various public transit facilities. The property has access to McRae Boulevard and Montwood Drive, both classified as major arterials as per the City of El Paso's Major Thoroughfare Plan.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A – the subject property is not located within any historic districts, other special designations, or study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated. It has the potential to maximize the use of an existing parcel.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment. The subject property is not within any arroyos or environmentally-sensitive areas.
Stability: Whether the area is stable or in transition.	The area is stable, there have been no recent rezoning requests in the area.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	There have been no recent major changes in the area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Primary access is proposed from Montwood Drive and McRae Boulevard, both classified as major arterials on the MTP. The major arterial designation is appropriate to serve future commercial development. Existing services and infrastructure are appropriate to serve the future development.

PUBLIC COMMENT: The subject property lies within the Cielo Vista Neighborhood Association. Surrounding property owners within 300 feet were notified by mail on November 4, 2021. As of November 17, 2021, the Planning division has received one e-mail in opposition to the request.

CITY PLAN COMMISSION OPTIONS:

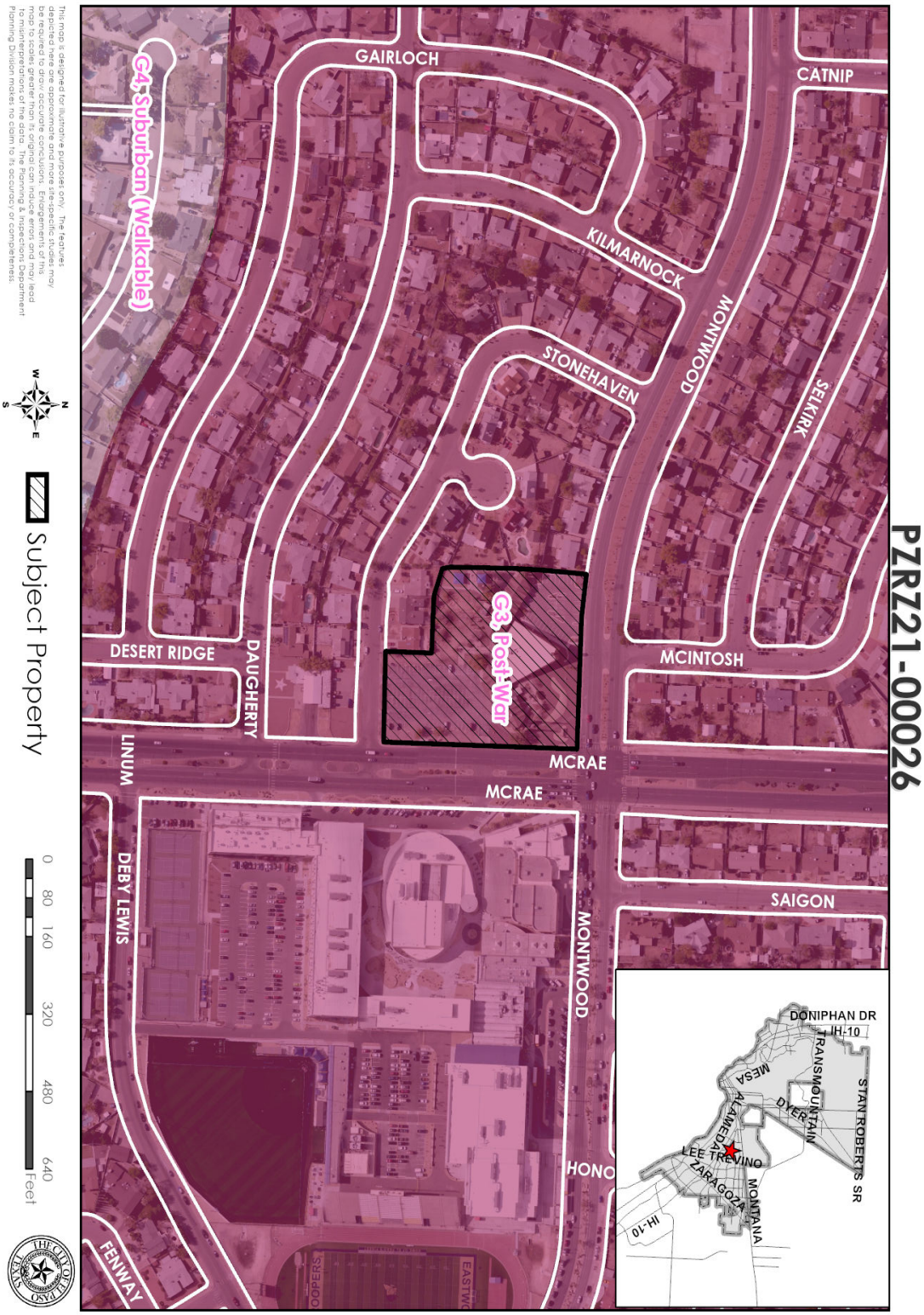
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

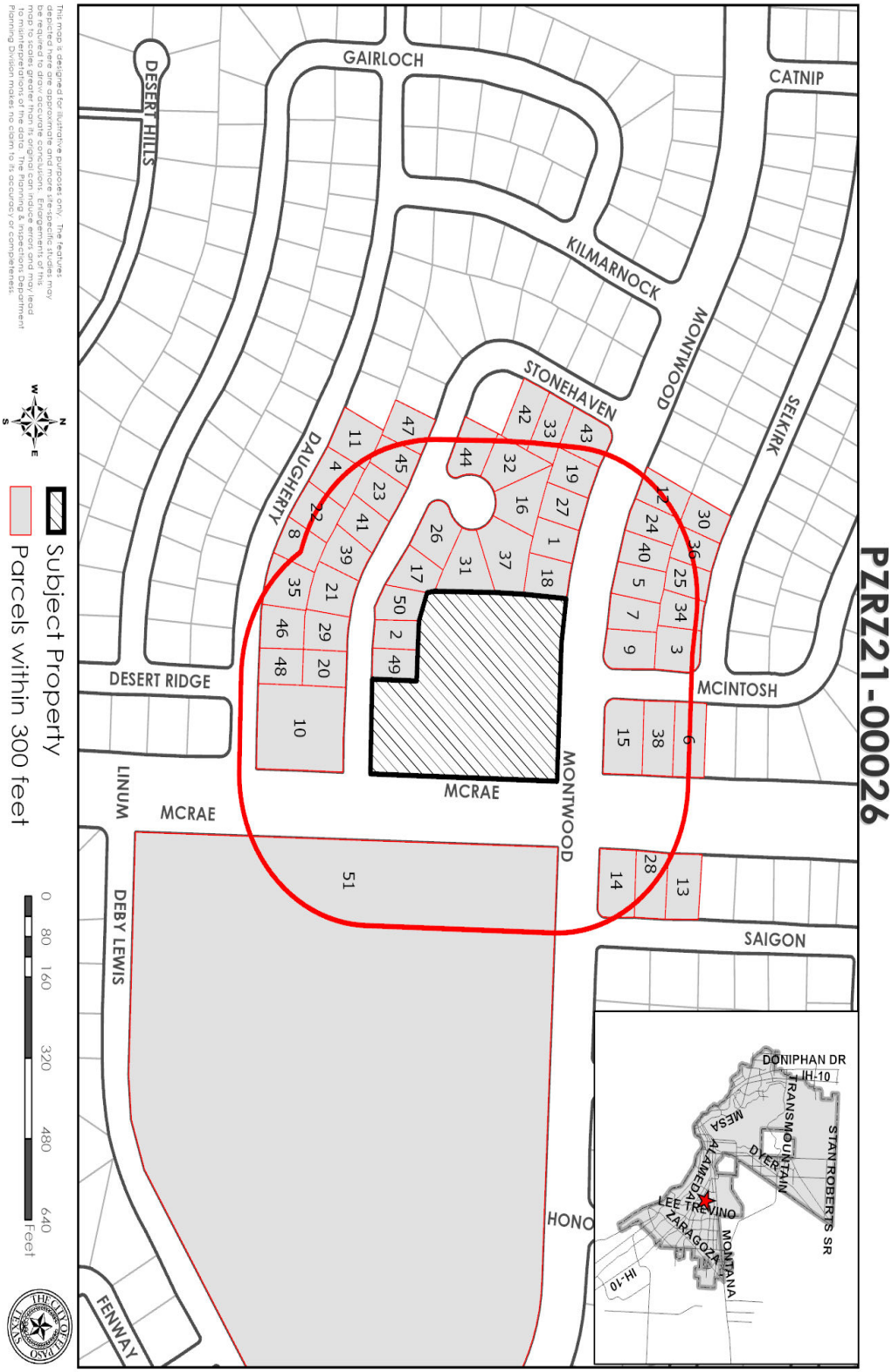
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval 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. Conceptual Site Plan
4. Department Comments
5. Email of Opposition

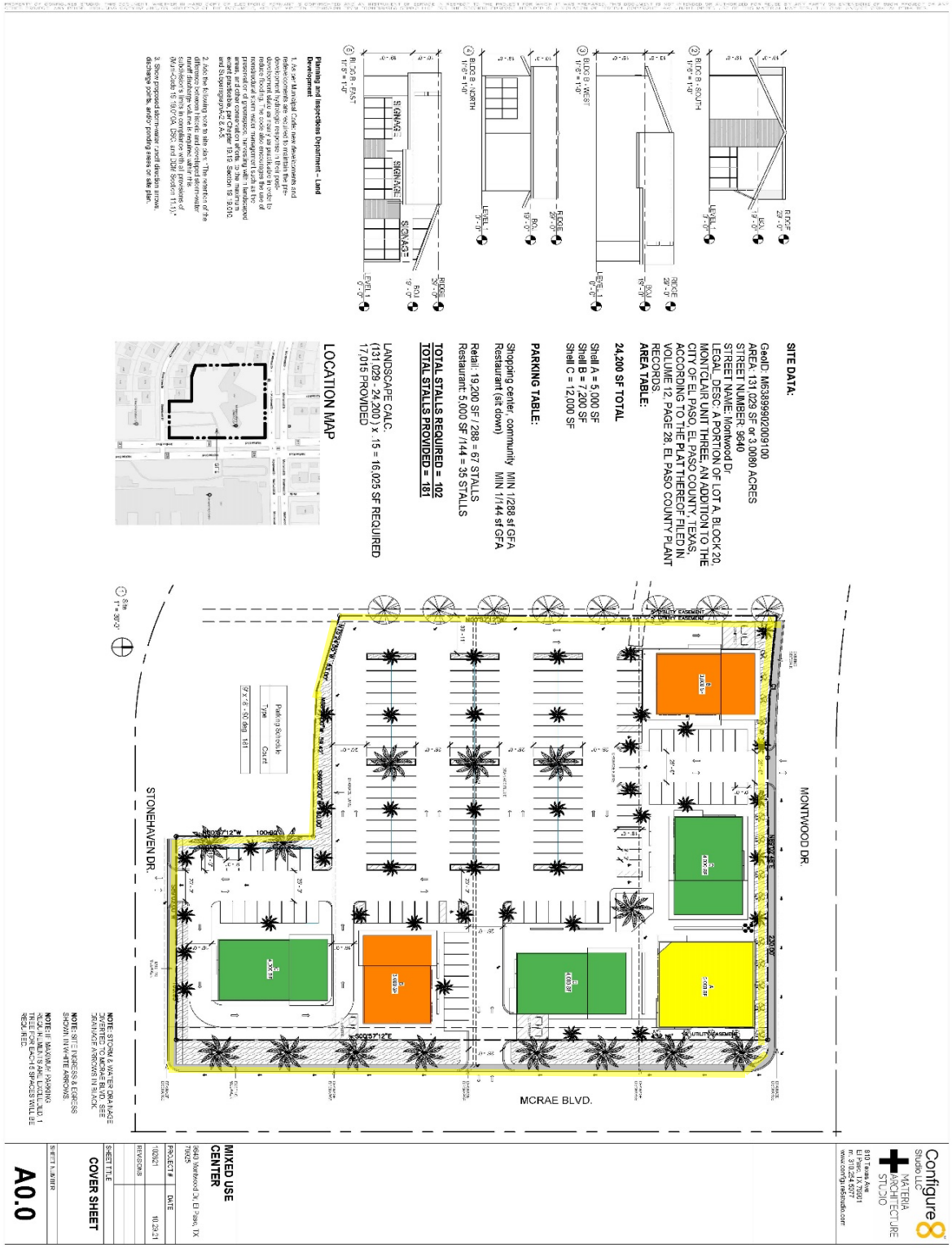
ATTACHMENT 1





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.

ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department – Plan Review

1. A ten foot (10') landscape 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.

Planning and Inspections Department – Landscaping Division

No objections to the proposed rezoning.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

Recommend approval.

1. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within landscaped areas, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
2. Add note to site plan: "The retention of the difference between historic and developed storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1).
3. Show proposed storm-water runoff direction arrows, discharge points, and/or ponding areas on site plan.

Fire Department

No adverse comments.

Sun Metro

There is an existing bus stop adjacent to the subject property along Montwood. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

El Paso Water

No comments received.

Texas Department of Transportation

1. It appears the existing driveways will be used, please submit construction plans to ELP_Access@txdot.gov for review and to obtain a permit for work on state ROW.
2. The committee recommends to close the median located on McRae Blvd adjacent to the driveway location, in order to permit the use of the existing driveway onto McRae as shown on the layout. The proposed rezoning of the property will change traffic patterns and this recommendation should reduce conflict points and increase the safety in the area.

November 17, 2021

RE: CASE: PZRZ21-00026
Rezoning of 9640 Montwood Drive

To whom it may concern:

We have lived at 9633 Montwood Drive for the past 50 years. Our home is directly across the street from the 9640 Montwood property. We have enjoyed living in our neighborhood, although it has become a busy street over the years with the expansion of east El Paso.

We have recently been made aware that there is a possibility of the 9640 Montwood property being rezoned from residential to commercial. We are strongly against this due to the factors identified below:

Commercial properties bring increased traffic, and we worry that this would change the dynamic of our quiet neighborhood extensively. There would be an increase in noise pollution, light pollution and litter. Light pollution would be increased from additional vehicular traffic and/or any lighting associated with a commercial property. A commercial property would bring an increase of commercial deliveries in the form of 18 wheelers and/or delivery trucks for whatever businesses that would occupy the 9640 Montwood location. The increase in traffic will result in more wear and tear on our already deteriorated residential streets. This will only contribute to the already rough surfaces on Montwood Drive and McRae Boulevard.

Considering that Eastwood High School is directly across the street from 9640 Montwood, the safety of the students, faculty and staff would have to be taken into consideration. Eastwood High School has limitations on parking for students and staff. A lack of parking has been challenging for students and staff during lunch and before and after school. There continues to be an extensive amount of vehicles parking on the streets surrounding Eastwood High School. The hazards this brings to drivers is in the line of sight of students, faculty and staff walking to and from Eastwood High School. An increase in traffic from any commercial deliveries to the 9640 Montwood location will amplify safety challenges for Eastwood High School students, faculty and staff.

With commercial properties, the possibility of an increase in crime or elicit activity is a major concern that we have. We fear that a commercial property would be a temptation for theft, graffiti, loitering and littering to this area. This would be a negative impact to our neighborhood.

Because of the factors identified above, one major concern that we have is the devaluation of our property. As mentioned above, our residence is directly across the street from the 9640 Montwood property. The residences that would be affected the most with the devaluation of the residential properties will be the homes across from and/or adjacent to the 9640 Montwood property. To build a commercial mall within a residential zone is not the solution for the homeowners. If I were buying a home, I would never consider buying one across the street from a strip mall.

If this property gets rezoned from residential to commercial, our neighborhood would not be in control of what type of businesses would move into the 9640 Montwood location. This is a risk that I am not comfortable with.

We are not in favor of changing the zoning code from residential to commercial. A better solution would be for a residential developer to extend McIntosh Street through the 9640 Montwood property and develop some nice homes for the highly desirable Eastwood neighborhood.

We are asking for you to please take into consideration all of these factors provided above prior to making a decision for the 9640 Montwood property. Your decision will impact the families in our great neighborhood considerably. Changing the zoning code to commercial will only enhance the developer's pockets.

Best regards,

Juan A. and Anna M. Campos

File #: 22-91, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2
Capital Improvement Department, Sam Rodriguez, (915) 212-0065
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2021-1445 Grandview and Nolan Richardson Recreation Improvements (Re-Bid) to AZTEC CONTRACTORS, INC. for a total estimated award of $3,947,237.00. The project consists of replacing the existing HVAC system, renovations at Nolan Richardson Center and new gym at the Grandview Senior Center located at 4435 Maxwell Ave. and 3134 Jefferson Ave.

Department:	Capital Improvement
Award to:	AZTEC CONTRACTORS, INC. El Paso, TX
Item(s):	All
Initial Term:	270 Consecutive Calendar Days
Base Bid I:	$2,503,978.00
Base Bid II:	$1,443,259.00
Total Estimated Award:	$3,947,237.00
Account No.:	190-4800-29010-580270- PCP13PRKD02 190-4800-29010-580270- PCP13PRKD06
Funding Source:	2012 Quality of Life
District(s):	2

This is a Competitive Sealed Proposal, lump sum contract.

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

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

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

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

AGENDA DATE: February 1, 2022
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
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-0043
DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL: No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBGOAL: 4.1 – Deliver bond projects impacting quality of life across the city in a timely, efficient manner

SUBJECT:
Discussion and action on the award of solicitation 2021-1445 Grandview and Nolan Richardson Recreation Improvements (Re-bid) to AZTEC CONTRACTORS, INC. for an award of Base Bid I: $2,503,978.00 and Base Bid II: $1,443,259.00 for a total estimated award of $3,947,237.00.

BACKGROUND / DISCUSSION:
The project site at Nolan Richardson Recreation Center consists of replacing the existing HVAC system, replace Translucent Kallwall Panels, install windows at front entrance, furnish front entrance vestibule with sliding doors, replace gypsum wallboard at Gym, replace rubber flooring at Gym, paint Exterior/Interior, LED Upgrade at Gym, Office, Multi-purpose room and Classrooms, provide Landscaping/Planting at empty planters, remove existing desk and install a reception circulation desk, apply weather-stripping/ sealant at all exterior door/windows, computer stations; create localized computer work area, repair Concrete cracking at north stoop, update restrooms showers, upgrade life safety devices and add panic hardware at patio gates, millwork repair, ceiling tile replacement and misc. interior finishes, irrigation System Repairs, paint Parking Lot Light Poles and update Wall packs and repair/Paint Stucco at Dumpster.

The project site at Grandview Park Sr. Citizens Center consists of replacing Modified BIT Roof with a TPO System, add an approximate 8,600 SF Gymnasium, provide Splash Blocks and missing downspout/gutter components, remove rust at columns and repaint, provide pipe insulation with PVC jacket at hose bib, replace damaged ceiling tiles, remove front Chain Link Fence at Grandview Senior Center.

SELECTION SUMMARY:
Solicitation was advertised on August 3, 2021 and August 10, 2021. The solicitation was posted on City website on August 3, 2021. The email (Purmail) notification was sent out on August 5, 2021. There was a total of20 one hundred (100) viewers online; three (3) proposals were received; all from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $3,947,237.00
Funding Source: 2012 Quality of life Bond
Account: 190-4800-29010-580270- PCP13PRKD02
Account: 190-4800-29010-580270- PCP13PRKD06

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Ivette Hernandez

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

COUNCIL PROJECT FORM
(Competitive Sealed Proposal)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **February 1, 2022**.

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

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

Award Summary:

Discussion and action on the award of solicitation 2021-1445 Grandview and Noland Richardson Recreation Improvements (Re-bid) to AZTEC CONTRACTORS, INC. for a total estimated award of $3,947,237.00. The project consists of replacing the existing HVAC system, renovations at Nolan Richardson Center and new gym at the Grandview Senior Center located at 4435 Maxwell Ave and 3134 Jefferson Ave.

Department:	Capital Improvement
Award to:	AZTEC CONTRACTORS, INC.
	El Paso, TX
Item(s):	All
Initial Term:	270 Consecutive Calendar Days
Base Bid I:	$2,503,978.00
Base Bid II:	$1,443,259.00
Total Estimated Award:	$3,947,237.00
Account No.:	190-4800-29010-580270- PCP13PRKD02
	190-4800-29010-580270- PCP13PRKD06
Funding Source:	2012 Quality of Life
District(s):	2

This is a Competitive Sealed Proposal, lump sum contract.

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

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

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

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET

Grandview and Nolan Richardson Recreation Improvements (Re-bid)

Solicitation No. 2021-1445

Evaluation Factors	Maximum Points	**Aztec Contractors Inc.**	**AAA General Contractors, LLC**	**Mirador Enterprise Inc.**
Factor A - Offeror's Fee Proposal	35	$ 4,390,000.00	$ 3,807,683.01	$ 5,185,829.95
		30.36	35.00	25.70
Factor B - Offeror's Experience and Reputation	20	15.90	6.53	6.13
Factor C - Offeror's Project Planning and Scheduling for this Project	10	8.20	6.70	8.00
Factor D - Offeror's Quality Assurance/Control for this Project	15	11.80	7.80	12.50
Factor E - Offeror's Project Safety Program	5	4.20	3.10	4.30
Factor F – Proposed Key Personnel	15	12.00	9.80	11.60
Total Points	**100**	**82.46**	**68.93**	**68.23**
	Ranking	**1**	**2**	**3**

APPROVED: Bruce D. Collins October 12, 2021

Purchasing & Strategic Sourcing Director Date

APPROVED: 10-12-2021

City Engineer Date

Bid Tab Summary

2021-1445 Grandview and Nolan Richardson Improvements

	Contractor	Base Bid I	Base Bid II	Total Amount
1	AAA General Contractors	$2,398,697.21	$1,408,985.80	$3,807,683.01
2	Aztec Contractors Inc.	$2,565,000.00	$1,825,000.00	$4,390,000.00
3	Mirador Enterprise Inc.	$2,999,194.18	$2,186,635.77	$5,185,829.95

CITY OF EL PASO
Cost of Summary Proposal

BID TITLE: Grandview and Nolan Richardson Recreation Center Improvements (Re-bid) **BID NO: 2021-1445**

BID DATE: Speptember 1, 2021 **DEPARTMENT: Capital Improvement**

	AAA General Contractors El Paso, TX Bidder 1 of 3	Aztec Contractors, Inc. El Paso, TX Bidder 2 of 3	Mirador Enterprises Inc. El Paso, TX Bidder 3 of 3
GRANDVIEW BASE BID I:	$2,398,697.21	$2,565,000.00	$2,999,194.18
GRANDVIEW ADDITIVE ALTERNATE 1:	$2,750.00	$25,000.00	$30,423.07
GRANDVIEW ADDITIVE ALTERNATE 2:	$48,888.22	$45,000.00	$72,085.82
GRANDVIEW ADDITIVE ALTERNATE 3:	$25,594.59	$12,000.00	$33,321.45
NOLAN RICHARDSON BASE BID II:	$1,408,985.80	$1,825,000.00	$2,186,635.77
NOLAN RICHARDSON ADDITIVE ALTERNATE I:	$50,726.65	$116,000.00	$106,516.67
NOLAN RICHARDSON ADDITIVE ALTERNATE II:	$22,321.14	$21,000.00	$115,778.72
NOLAN RICHARDSON ADDITIVE ALTERNATE III:	$53,250.81	$27,000.00	$28,872.77
SUM TOTAL BASE BID I AND BASE BID II:	$3,807,683.01 Contractors Price $3,777,051.20	$4,390,000.00	$5,185,829.95
Amendment(s) Acknowledged:	Yes	Yes	Yes
Bid Bond:	Yes	Yes	Yes

Approved By: _/S/_
Date: 9/7/2021

2021-1445 -Grandview and Nolan Richardson Recreation Center Improvements (Re-Bid)
Views List

No.	COMPANY	NAME
1	1988	Garcia, Alfonso
2	AAA General Contrato	Skertchly, Edgar
3	AB Powers, LLC.	Aguilera, Benjamin
4	Abescape	Gallegos, Mari
5	Access Communication	Dittmar, Mark
6	Aim Construction Com	Flores, Amada
7	All State Roofing Gr	Gonzalez, Juan A
8	AMTEK	Rugh, John
9	Associated Time Inst	Ball, Michael
10	Aztec Contractors, I	Lopez, Ricardo
11	Best Ironworks	Guardado, Carlos
12	Black Stallion Contr	Luna, Hector
13	Border Demolition An	Acosta, David
14	Bowen Industrial Con	Hessney, Steve
15	BPSI	Jacques, Jeni
16	CARDINA	Arguijo, Carlos
17	Chill Pro LLC	Noe, Gamez
18	CJ Desert Constructi	Lira, German
19	CobbFendley	Ramos Jr, Jesus A
20	Construction Journal	Exton, Pamela
21	Construction Reporte	Wood, Jane
22	Contractors Register	Deg, Maria
23	Dantex Construction	Pelech, Keeley
24	DEL MAR CONTRACTING,	HARRISON, MIKE
25	Deltek	Management, Source
26	Desert Contracting	Ornelas, Pablo
27	Direx Construction,	Hudson, Brad
28	Dodge Data	Peggy, Koehn
29	DRS Rock Materials,	Soto, Daniel
30	DS MECHANICAL CONTRA	Oropeza, Juan
31	ECM International	Lujan, Rosie
32	Ecoland Landscaping	Ortega, Fernando
33	El Paso Bid Deposito	Baca, Ricardo
34	El Paso Sanitation S	Soto, Lorena
35	EP Hispanic Chamber	Lugo, Isabel
36	Fulcrum Contracting	Jaramillo, Jorge
37	Gamboa Electric Inc	Gamboa, Lorenzo
38	Globe Builders llc	Chavez, Mario
39	Gracen Eng. And Cons	Sambrano, Michael
40	Greenfields Outdoor	Vasquez, Frank
41	HB Construction	Mulligan, Matthew
42	High Performance HVA	Garcia, Diego
43	Hoffer Technologies	Currey, Cevin
44	Horizone constructio	RAFAEL, ALONSO
45	HPO Construction LLC	Olivas, Pedro
46	i- Sourcing Technolo	Balai, Rakesh

	COMPANY	NAME
47	IMS	Gaynor, Shabron
48	Intertek-PSI	VIck, Thomas
49	Iron Horse Electrica	Concha, Joe
50	Jobe Materials, L.P.	Lowrance, Gloria
51	Jordan Foster Constr	Lopez, Rafael
52	LARRIVA IRON WORKS	SMALL, MIRANDA
53	Liberty Office Produ	Ansted, Chris
54	Longhorn Electrical	Soto, Emily
55	Martinez Brothers Co	mota, pablo
56	Medlock Commercial C	Coler, Shane
57	Mirador	Lopez, Jose
58	Mirador Enterprises	Dominguez, Adriana
59	MNK Architects	Countryman, Jennifer
60	Moreno Cardenas Inc.	Assad, Danny
61	Moreno Cardenas, Inc	TREJO, SAUL
62	MTI Ready Mix	Drapes, Michael
63	Natare Corporation	Ponto, Michelle
64	Nex-Gen Roofing	Saldana, Juan
65	NINE DEGREES archite	Cesar, Molina
66	Noble General Contra	Rey, Nohemi
67	Optimized Welding Se	Clark, Pablo
68	Pacific Inc	Doe, John
69	PDN SSL LLC	Del Moral, Alejandro
70	Perikin Enterprises	Silva, Luis
71	Predl Systems North	Kelly, Eoin
72	Prime Vendor Inc.	Jones, Kim
73	QTO Solutions	Uddin, Nisar
74	RCPM, LLC	Ortiz, Cecilia
75	Robert Cohen Co.,LLC	Lucero, Roger
76	Robles1 Demolition	Robles, Daniel
77	Roman Construction	Valdespino, Carlos
78	SE3, LLC	Gauntt, Matthew
79	SigmCon	Torres, Elizabeth
80	Smartprocure	Bjornsson, Ron
81	SMG	Monsisvais, Mauro
82	SPARTAN CONSTRUCTION	ALLEN, STEVE
83	Steel Specialties In	Thompson, Maria
84	Sunset West Inc	Rall, Timothy
85	Sunsets West, Inc	Hall, Garnett
86	Terence Keith Johnso	JOHNSON, TERENCE
87	The PlanIt Room	Hernandez, Cecilia
88	triple m recreation	romero, ron
89	Univerus	Collins, Deb
90	Villarreal Electrica	Villarreal, Ernesto
91	Vitual Builders Exch	Olguin, Jeannette
92	Wayne Enterprises	Austin, Fork

	COMPANY	NAME
93	Win Supply	Garcia, Mark
94	Windfall Collaborati	Alvarez, Steven
95	Wright And Dalbin Ar	Dalbin, Frederic
96	ZTEX Construction I	Royo, Joaquin
97		Sierra, Idaly
98		Watson, Frank
99		Maldonado, Mariana
100		Reyes, Manuel

File #: 22-90, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Capital Improvement Department, Sam Rodriguez, (915) 212-0065
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

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:

The award of Solicitation 2022-0306 Ted Houghton Street Reconstruction to ALLEN CONCRETE, LLC for a total estimated award of $1,308,459.64. The project consists of reconstructing Ted Houghton Drive from Double Jay Drive to Rancho Trail Drive to include the removal and disposal of the existing roadway section and placing new curb & gutter, sidewalks, driveways, sidewalk ramps, asphalt concrete pavement, base course, mill and overlay a short roadway segment, placing an underground drainage system, drainage wells, removal and replacement of unsuitable subgrade material, remediation of any structurally deficient retaining walls, street lighting, signing, SWPPP, traffic control and all miscellaneous construction required to complete the work.

Department:	Capital Improvement
Award to:	ALLEN CONCRETE, LLC El Paso, TX
Item(s):	Base Bid
Initial Term:	300 Consecutive Calendar Days
Base Bid I:	$1,308,459.64
Total Estimated Award:	$1,308,459.64
Funding Source:	2018 Certificates of Obligation
Account:	190-4743-28900-580270-PCP18ST013
District(s):	6

This is a Low Bid procurement, unit price contract.

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

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

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

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

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

AGENDA DATE: February 1, 2022
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
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218
DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL: No. 7 – Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:
The award of solicitation 2022-0306 Ted Houghton Street Reconstruction to ALLEN CONCRETE, LLC for a total estimated award of $1,308,459.64.

BACKGROUND / DISCUSSION:

The project consists of reconstructing Ted Houghton Drive from Double Jay Drive to Rancho Trail Drive to include the removal and disposal of the existing roadway section and placing new curb & gutter, sidewalks, driveways, sidewalk ramps, asphalt concrete pavement, base course, mill and overlay a short roadway segment, placing an underground drainage system, drainage wells, removal and replacement of unsuitable subgrade material, remediation of any structurally deficient retaining walls, street lighting, signing, SWPPP, traffic control and all miscellaneous construction required to complete the work.

SELECTION SUMMARY:
Solicitation was advertised on November 23, 2021, November 30, 2021. The solicitation was posted on City website on November 23, 2021. The email (Purmail) notification was sent out on December 2, 2021. There was a total of fifty-four (54) viewers online; three (3) bids were received; all from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $1,308,459.64
Funding Source: 2018 Certificates of Obligation
Account: 190-4743-32890-580270-PCP18ST013

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

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

COUNCIL PROJECT FORM
(Low Bid)

**********POSTING LANGUAGE BELOW**********

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **FEBRUARY 1, 2022**.

STRATEGIC GOAL 7 – Enhance and Sustain El Paso's Infrastructure Network

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

Award Summary:
The award of solicitation 2022-0306 Ted Houghton Street Reconstruction to ALLEN CONCRETE, LLC for a total estimated award of $1,308,459.64. The project consists of reconstructing Ted Houghton Drive from Double Jay Drive to Rancho Trail Drive to include the removal and disposal of the existing roadway section and placing new curb & gutter, sidewalks, driveways, sidewalk ramps, asphalt concrete pavement, base course, mill and overlay a short roadway segment, placing an underground drainage system, drainage wells, removal and replacement of unsuitable subgrade material, remediation of any structurally deficient retaining walls, street lighting, signing, SWPPP, traffic control and all miscellaneous construction required to complete the work.

Department:	Capital Improvement
Award to:	ALLEN CONCRETE, LLC El Paso, TX
Item(s):	Base Bid
Initial Term:	300 Consecutive Calendar Days
Base Bid I:	$1,308,459.64
Total Estimated Award:	$1,308,459.64
Funding Source:	2018 Certificates of Obligation
Account:	190-4743-28900-580270-PCP18ST013
District(s):	6

This is a Low Bid procurement, unit price contract.

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

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

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

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

Contact person:
Purchasing & Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement, Sam Rodriguez, (915) 212-0065

2022-0306 Ted Houghton Street Reconstruction Bid Tab Summary		
No.	Bidder Name	Base Bid and Mobilization
1	Allen Concrete, LLC	$ 1,308,459.64
2	Black Stallion Contractors, Inc.	$ 1,420,682.21
3	Horizone Construction 1, Ltd	$ 1,475,221.04

CITY OF EL PASO
BID TABULATION FORM

BID TITLE: Ted Houghton Street Reconstruction | **BID NO: 2022-0306**

BID DATE: December 12, 2021 | **DEPARTMENT: Capital Improvement**

				Allen Concrete, LLC El Paso, TX Bidder 1 of 3		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 3		Horizone Construction 1, Ltd El Paso, TX Bidder 3 of 3	
Item No.	**Approx. Quantity**	**Unit**	**Brief Description of Item**	**Unit Price (In Figures)**	**Total Amount (Quantity X Unit Price) Do Not Round Only Two**	**Unit Price (In Figures)**	**Total Amount (Quantity X Unit Price) Do Not Round Only Two**	**Unit Price (In Figures)**	**Total Amount (Quantity X Unit Price) Do Not Round Only Two**
UNIT PRICE SCHEDULE: BASE BID									
1	10	MO	SWPPP Measures - Installation & Maintenance	$ 2,000.00	$ 20,000.00	$ 1,725.00	$ 17,250.00	$ 1,547.83	$ 15,478.30 Bidder's Price: $15,478.33
2	1,262	CY	Remove and dispose of Asphalt Paving/Base Course as per plans includes haul	$ 25.00	$ 31,550.00	$ 23.00	$ 29,026.00	$ 15.72	$ 19,838.64 Bidder's Price: $19,844.73
3	1,550	LF	Remove & dispose of concrete Curb and Gutter, as per plans includes haul	$ 3.50	$ 5,425.00	$ 4.03	$ 6,246.50	$ 9.72	$ 15,066.00 Bidder's Price: $15,058.81
4	1,490	SY	Remove & dispose of 4-5 ft concrete sidewalks as per plans includes haul	$ 22.50	$ 33,525.00	$ 16.10	$ 23,989.00	$ 12.21	$ 18,192.90 Bidder's Price: $18,190.26
5	15	SY	Remove & dispose of concrete driveway as per plans includes haul	$ 58.50	$ 877.50	$ 40.25	$ 603.75	$ 68.36	$ 1,025.40 Bidder's Price: $1,025.42
6	6	EA	Remove, Salvage and replace exist reflect. signs as per plans includes storage as necessary	$ 650.00	$ 3,900.00	$ 862.50	$ 5,175.00	$ 16.13	$ 96.78 Bidder's Price: $96.75
7	398	Perch	Remove and dispose of existing rockwall as per plans includes haul	$ 38.00	$ 15,124.00	$ 34.50	$ 13,731.00	$ 93.76	$ 37,316.48 Bidder's Price: $37,315.65
8	1,283	CY	Over-excavation (cut and remove) subgrade as per plans includes haul	$ 16.50	$ 21,169.50	$ 23.00	$ 29,509.00	$ 19.80	$ 25,403.40 Bidder's Price: $25,405.25
9	1,280	CY	Placement of fill material for subgrade as per plans complete in place includes haul	$ 18.50	$ 23,680.00	$ 46.00	$ 58,880.00	$ 46.97	$ 60,121.60 Bidder's Price: $60,116.96
10	150	CY	Mill and Overlay 2 inches as per plans complete in place includes haul	$ 235.00	$ 35,250.00	$ 287.50	$ 43,125.00	$ 460.18	$ 69,027.00 Bidder's Price: $69,027.13
11	1,550	LF	Furnish & Install 6' concrete Curb and Gutter as per plans complete in place	$ 16.00	$ 24,800.00	$ 24.15	$ 37,432.50	$ 18.02	$ 27,931.00 Bidder's Price: $27,934.94
12	15	SY	Furnish and Install Concrete driveway as per plans complete in place	$ 148.00	$ 2,220.00	$ 172.50	$ 2,587.50	$ 165.87	$ 2,488.05 Bidder's Price: $2,488.00
13	1,493	SY	Cast in place concrete sidewalk 5' as per plans complete in place	$ 40.00	$ 59,720.00	$ 62.10	$ 92,715.30	$ 49.98	$ 74,620.14 Bidder's Price: $74,625.84
14	110	SF	Furnish-install Concrete wheelchair ramps & tile as per plans complete in lace	$ 34.00	$ 3,740.00	$ 25.30	$ 2,783.00	$ 107.82	$ 11,860.20 Bidder's Price: $11,860.41
15	263	CY	I-IMAC Type C-2.5 inches as per plans complete in place includes compaction, haul, subgrade re aration and rime coat	$ 197.00	$ 51,811.00	$ 253.00	$ 66,539.00	$ 389.05	$ 102,320.15 Bidder's Price: $102,320.47
16	631	CY	Crushed Agg. Base Course Type A Grade 1 or 2 includes compaction, haul, subgrade preparation and tack coat	$ 67.00	$ 42,277.00	$ 51.75	$ 32,654.25	$ 148.22	$ 93,526.82 Bidder's Price: $93,529.37
17	1,112	SY	Furnish and install Geofabric for wells & drainage as per plans complete in lace	$ 6.50	$ 7,228.00	$ 17.25	$ 19,182.00	$ 12.76	$ 14,189.12 Bidder's Price: $14,194.06

Approved By: __/S/___
Date:__12/23/2021_____

CITY OF EL PASO
BID TABULATION FORM

BID TITLE: Ted Houghton Street Reconstruction | **BID NO: 2022-0306**

BID DATE: December 12, 2021 | **DEPARTMENT: Capital Improvement**

				Allen Concrete, LLC El Paso, TX Bidder 1 of 3		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 3		Horizone Construction 1, Ltd El Paso, TX Bidder 3 of 3	
Item No.	**Approx. Quantity**	**Unit**	**Brief Description of Item**	**Unit Price (In Figures)**	**Total Amount (Quantity X Unit Price) Do Not Round Only Two**	**Unit Price (In Figures)**	**Total Amount (Quantity X Unit Price) Do Not Round Only Two**	**Unit Price (In Figures)**	**Total Amount (Quantity X Unit Price) Do Not Round Only Two**
18	2,950	CY	Rock Gravel Bed 3/4 inch 4-6 inches deep as per plans complete in place	$ 35.00	$ 103,250.00	$ 51.75	$ 152,662.50	$ 52.19	$ 153,960.50 Bidder's Price: $153,956.83
19	690	CY	Trench for wall inspection along retention wall as per plans complete in place	$ 35.00	$ 24,150.00	$ 46.00	$ 31,740.00	$ 36.98	$ 25,516.20 Bidder's Price: $25,518.69
20	20	CY	Install Test pits as per plans complete in place	$ 250.00	$ 5,000.00	$ 402.50	$ 8,050.00	$ 277.09	$ 5,541.80 Bidder's Price: $5,541.75
21	530	LF	Structural supports/bracing for existing walls as per plans complete in place	$ 70.00	$ 37,100.00	$ 57.50	$ 30,475.00	$ 40.14	$ 21,274.20 Bidder's Price: $21,274.83
22	265	CY	Install Concrete retaining wall as per structural as per direction by structural engineer and plans comp lete in place	$ 1,035.00	$ 274,275.00	$ 1,035.00	$ 274,275.00	$ 834.56	$ 221,158.40 Bidder's Price: $221,157.17
23	40	LF	Drainage Well excavation/ 3-4 ft diam, as per plans complete in place	$ 140.00	$ 5,600.00	$ 201.25	$ 8,050.00	$ 58.71	$ 2,348.40 Bidder's Price: $2,348.47
24	20	LF	36 inch drainage well pipe as per plans complete in place includes trench safety procedures	$ 191.00	$ 3,820.00	$ 345.00	$ 6,900.00	$ 377.19	$ 7,543.80 Bidder's Price: $7,543.77
25	49	LF	18 inch PVC pipe — as per plans complete in place includes trench safety procedures	$ 122.00	$ 5,978.00	$ 115.00	$ 5,635.00	$ 127.35	$ 6,240.15 Bidder's Price: $6,240.39
26	2	EA	48 inch manhole for drainage wells as per plans complete in place includes trench safety procedures	$ 8,500.00	$ 17,000.00	$ 7,475.00	$ 14,950.00	$ 4,229.93	$ 8,459.86 Bidder's Price: $8,459.86
27	2	EA	Drainage well material installation below MH as per plans complete in place includes trench safety procedures	$ 2,800.00	$ 5,600.00	$ 2,875.00	$ 5,750.00	$ 1,228.32	$ 2,456.64 Bidder's Price: $2,456.65
28	432	CY	3/4 inch crushed rock aggregate as per plans complete in place	$ 38.00	$ 16,416.00	$ 57.50	$ 24,840.00	$ 59.20	$ 25,574.40 Bidder's Price: $25,574.60
29	11	CY	Furnish and Install Sand for drainage well as per plans complete in place includes trench safety procedures	$ 78.00	$ 858.00	$ 46.00	$ 506.00	$ 128.12	$ 1,409.32 Bidder's Price: $1,409.37
30	630	CY	Trench drain excavation as per plans complete in place includes trench safety procedures	$ 35.00	$ 22,050.00	$ 46.00	$ 28,980.00	$ 26.63	$ 16,776.90 Bidder's Price: $16,778.13
31	1,046	LF	Furnish and Install 6 inch perf pipe trench drain as per plans complete in place includes trench safety procedures	$ 105.00	$ 109,830.00	$ 51.75	$ 54,130.50	$ 13.11	$ 13,713.06 Bidder's Price: $13,717.35
32	2	EA	Furnish and steel grate plate as per plans complete in place	$ 3,800.00	$ 7,600.00	$ 3,450.00	$ 6,900.00	$ 1,685.33	$ 3,370.66
33	2	EA	Concrete manhole bases as per plans complete in place includes trench safety procedures	$ 4,200.00	$ 8,400.00	$ 4,025.00	$ 8,050.00	$ 5,773.71	$ 11,547.42 Bidder's Price: $11,547.43
34	1	EA	Furnish and install concrete junction box as per plans complete in place	$ 6,500.00	$ 6,500.00	$ 8,050.00	$ 8,050.00	$ 9,567.61	$ 9,567.61

Approved By: __/S/___
Date:__12/23/2021_____

CITY OF EL PASO
BID TABULATION FORM

BID TITLE: Ted Houghton Street Reconstruction | **BID NO: 2022-0306**

BID DATE: December 12, 2021 | **DEPARTMENT: Capital Improvement**

				Allen Concrete, LLC El Paso, TX Bidder 1 of 3		Black Stallion Contractors, Inc. El Paso, TX Bidder 2 of 3		Horizone Construction 1, Ltd El Paso, TX Bidder 3 of 3	
Item No.	**Approx. Quantity**	**Unit**	**Brief Description of Item**	**Unit Price (In Figures)**	**Total Amount (Quantity X Unit Price) Do Not Round Only Two**	**Unit Price (In Figures)**	**Total Amount (Quantity X Unit Price) Do Not Round Only Two**	**Unit Price (In Figures)**	**Total Amount (Quantity X Unit Price) Do Not Round Only Two**
35	5	CY	Furnish and Install 2 sack backfill for wells as per plans complete in place includes trench safety procedures	$ 150.00	$ 750.00	$ 230.00	$ 1,150.00	$ 282.75	$ 1,413.75 Bidder's Price: $1,413.74
36	1	EA	City Monument as per plans complete in place	$ 2,350.00	$ 2,350.00	$ 2,300.00	$ 2,300.00	$ 2,974.27	$ 2,974.27
37	10	EA	EPEC Pole Hold as per plans complete in place	$ 3,800.00	$ 38,000.00	$ 2,875.00	$ 28,750.00	$ 10,786.12	$ 107,861.20 Bidder's Price: $107,861.16
38	3	EA	Shoring/Bracing for power Poles as per plans complete in place	$ 3,500.00	$ 10,500.00	$ 1,725.00	$ 5,175.00	$ 10,786.12	$ 32,358.36 Bidder's Price: $32,358.35
39	8	EA	New street signs for bicycle path as per plans complete in place	$ 950.00	$ 7,600.00	$ 1,092.50	$ 8,740.00	$ 719.64	$ 5,757.12 Bidder's Price: $5,757.09
40	1	LS	Thermoplastic pavement marking/striping as per plans complete in place	$ 36,000.00	$ 36,000.00	$ 28,750.00	$ 28,750.00	$ 26,291.16	$ 26,291.16
41	4	EA	Furnish and Install LED light fixtures and 100W lamps as per plans complete in place	$ 2,300.00	$ 9,200.00	$ 5,175.00	$ 20,700.00	$ 798.85	$ 3,195.40 Bidder's Price: $3,195.39
42	4	EA	Adjust water valve and water line for fire hydrant as per plans complete in place	$ 4,200.00	$ 16,800.00	$ 4,600.00	$ 18,400.00	$ 294.93	$ 1,179.72 Bidder's Price: $1,179.73
43	1	LS	Dewatering for Trench Drain	$ 49,850.00	$ 49,850.00	$ 9,775.00	$ 9,775.00	$ 31,368.72	$ 31,368.72
44	2	EA	Remove Power Poles	$ 10,000.00	$ 20,000.00	$ 2,875.00	$ 5,750.00	$ 1,567.36	$ 3,134.72 Bidder's Price: $3,134.71
45	10	MO	Traffic Control Measures	$ 3,500.00	$ 35,000.00	$ 7,475.00	$ 74,750.00	$ 6,447.67	$ 64,476.70 Bidder's Price: $64,476.73
Sum Total Base Bid (Items 1-45)				$ 1,261,774.00		$ 1,355,612.80		$ 1,404,972.42 Bidder's Price: $1,404,986.99	
Mobilization (Not to exceed 5% of Base Bid)				$ 46,685.64		$ 65,069.41		$ 70,248.62 Bidder's Price: $70,249.34	
Base Bid plus Mobilization				$ 1,308,459.64		$ 1,420,682.21		$ 1,475,221.04 Bidder's Price: $1,475,236.33	
Amendments Acknowledged				N/A		N/A		N/A	
Bid Bond				Yes		Yes		Yes	

Approved By: __/S/___
Date:__12/23/2021_____

2022-0306 Ted Houghton Street Reconstruction View List		
1	AAA General Contrato	Skertchly, Edgar
2	Abescape	Gallegos, Mari
3	Allen Concrete, Inc.	Allen, Miguel
4	AMTEK	Rugh, John
5	B.F. Builders Group,	Fraire, Julio
6	BidJudge.com	Bid, Judge
7	Black Stallion Contr	Luna, Hector
8	bowen	cole, chuck
9	CEA Group	Concha, David
10	CMD Endeavors	Brayan, Chavarria
11	Construct connect	Douglas, Matthew
12	Construction Journal	Exton, Pamela
13	Dan Williams Company	Mendoza, Pedro
14	DEL MAR CONTRACTING,	HARRISON, MIKE
15	Direx Construction,	Hudson, Brad
16	Dodge Data	Peggy, Koehn
17	DRS Rock Materials,	Soto, Daniel
18	Dustrol Inc.	Alshouse, Aaron
19	ECM International	Lujan, Rosie
20	EP Hispanic Chamber	Lugo, Isabel
21	GCC Sun City Materia	Torres, Angelica
22	HAWK	Jorge, Ojeda
23	Horizone Const. 1 LT	De Stefano, Luis Rene
24	i- Sourcing Technolo	Balai, Rakesh
25	International Eagle	Molina, Marcos
26	Jobe Materials	Paredes, Raul
27	Jordan Foster Constr	Figueroa, Joseph
28	Lesna Construction,	Hernandez, Carlos
29	Martinez Brothers Co	mota, pablo
30	McMillan And Associa	McMillan, Terry
31	Mirador	Lopez, Jose
32	Pacific Inc	Doe, John
33	Perikin Enterprises	Silva, Luis
34	PMI Pavement Marking	HESSNEY, STEVE
35	Prestige Constructio	Hermosillo, Edgar
36	Prime Vendor Inc.	Jones, Kim
37	QTO Solutions	Uddin, Nisar
38	RDZ BUILD	Rodriguez, Manny
39	Roman Construction	Valdespino, Carlos
40	Smartprocure	Bjornsson, Ron
41	SPARTAN CONSTRUCTION	ALLEN, STEVE
42	Straight Edge Contra	Jesus, Mesta
43	Sundt Construction	Smith, Brian
44	The PlanIt Room	Hernandez, Cecilia
45	Tri-State Electric,	Motta, Alejandro
46	VEMAC	Maynez, Alejandra
47	Vitual Builders Exch	Olguin, Jeannette
48	Vulcan General Const	Velazquez, Julian
49	Wayne Enterprises	Austin, Fork
50	Ztex Construction	Construction, Ztex
51		James, Hardison
52		Banquil, Lovely
53		Watson, Frank
54		Martinez, Jessica

Ted Houghton Street Reconstruction

Solicitation No: 2022-0306

February 1, 2022

<u>Strategic Plan Goal</u>:

7) Enhance and Sustain El Paso's Infrastructure Network

Project Details

Location:	Ted Houghton Drive from Double Jay Drive to Rancho Trail Drive.
District(s):	6
Total Budget:	$1,811,785.00
Funding Source:	2018 Certificates of Obligation

3 Project Details

- Remove and Replace asphalt pavement, concrete sidewalks, concrete curb and gutter.
- Install new underground drain system.
- New LED light fixtures.
- Retaining wall repairs.

Project Location

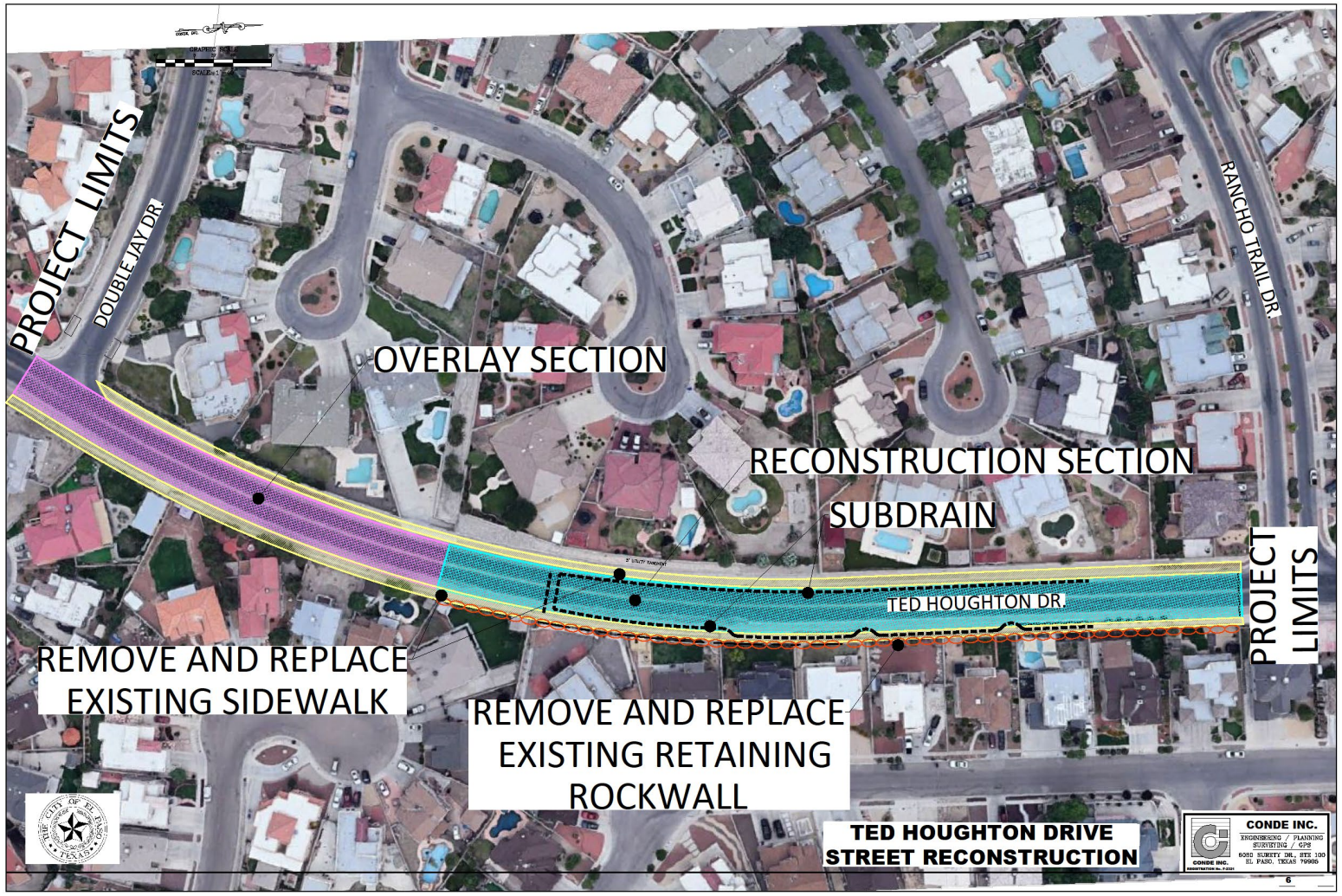
4

- Te

5 Existing Conditions

- TED HOUGHTON DRIVE

6 Project Rendering



7 Scope of Work

- **List Project Details**
  - Removal and Replacement of Existing Pavement.
  - Removal and Replacement of Curb & Gutter (some sections).
  - Removal and Replacement of concrete sidewalk,
  - Address Subsurface Drainage & Subgrade Problems,
  - Mitigate Retaining Wall Issues

Procurement Summary

- Low Bid Procurement
- Solicitation advertised on 11/23/2021
  - 3 firms submitted bids, 3 local vendors

- Recommendation
  - To award the construction contract to Allen Concrete, LLC in the amount of $1,308,459.64

- Construction Schedule
  - Start: Spring / 2022
  - End: Winter/ 2022-23

Mission

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

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

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

Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

File #: 21-1414, **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 [POSTPONED FROM 01/04/2022]

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.*
4. *That prior to the issuance of certificates of occupancy for Parcel 1, 2, and 3, the rezonings for the properties identified as "future commercial" on Exhibit B be submitted and processed by the City.*

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 _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

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 revere 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

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

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

Prepared for: Southwest Land Development Services
August 9, 2021. (Parcel II)

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°15'13", a chord which bears South 80°19'26" East a distance of 593.72 feet to a set ½" 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°59'33", a chord which bears South 82°57'16" East a distance of 448.54 feet to a set ½" 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°04'05" West a distance of 195.56 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, South 03°12'50" West a distance of 310.68 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, South 06°33'45" West a distance of 103.69 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said line, North 81°07'01" West a distance of 1047.91 feet to a point;

Thence, North 86°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

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

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

Prepared for: Southwest Land Development Services
August 9, 2021. (Parcel III)

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

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

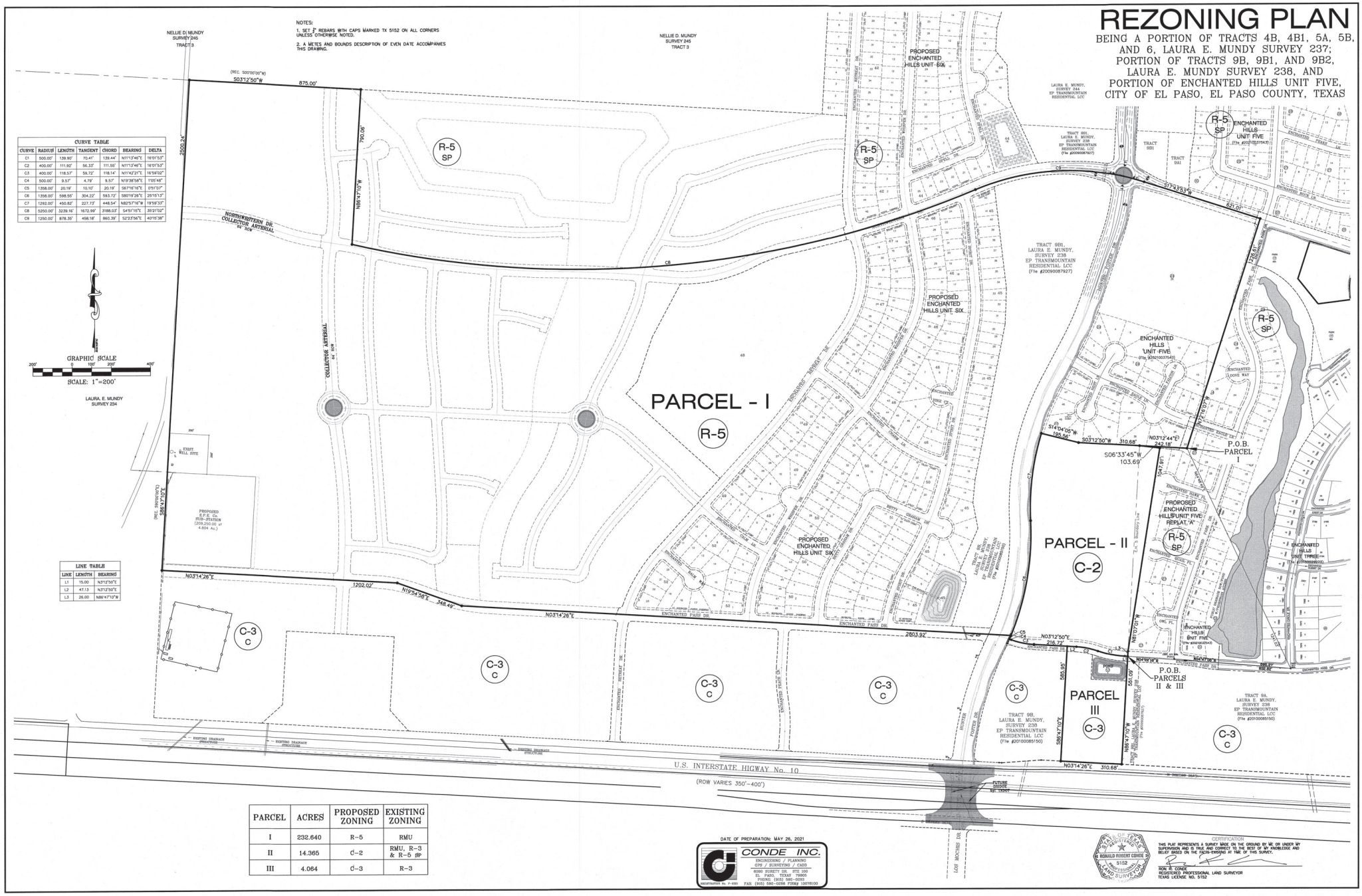
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

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

NOTES:

1. SET 1" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	500.00'	139.90'	70.41'	139.44'	N11°13'48"E	16°01'53"
C2	400.00'	111.92'	56.33'	111.55'	N11°13'48"E	16°01'53"
C3	400.00'	118.57'	59.72'	118.14'	N11°42'21"E	16°59'02"
C4	500.00'	9.57'	4.79'	9.57'	N19°38'58"E	1°05'48"
C5	1358.00'	20.19'	10.10'	20.19'	S87°16'16"E	0°51'01"
C6	1358.00'	598.56'	304.22'	593.70'	S80°19'28"E	25°15'13"
C7	1292.00'	450.82'	227.73'	448.54'	N82°57'16"W	19°59'33"
C8	5250.00'	3239.16'	1672.99'	3188.03'	S4°51'15"E	35°21'02"
C9	1250.00'	878.35'	458.18'	860.39'	S22°37'56"E	40°15'38"

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00	N31°12'50"E
L2	47.13	N31°12'50"E
L3	26.00	N86°47'10"W

PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
I	232.640	R-5	RMU
II	14.365	C-2	RMU, R-3 & R-5 SP
III	4.064	C-3	R-3

DATE OF PREPARATION: MAY 26, 2021

CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CADD
6080 SURETY DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 592-0283
REGISTRATION No. F-696 FAX (915) 592-0288 FIRM# 10078100

STATE OF TEXAS REGISTERED R. ROBERT CONDE III 5152 PROFESSIONAL LAND SURVEYOR

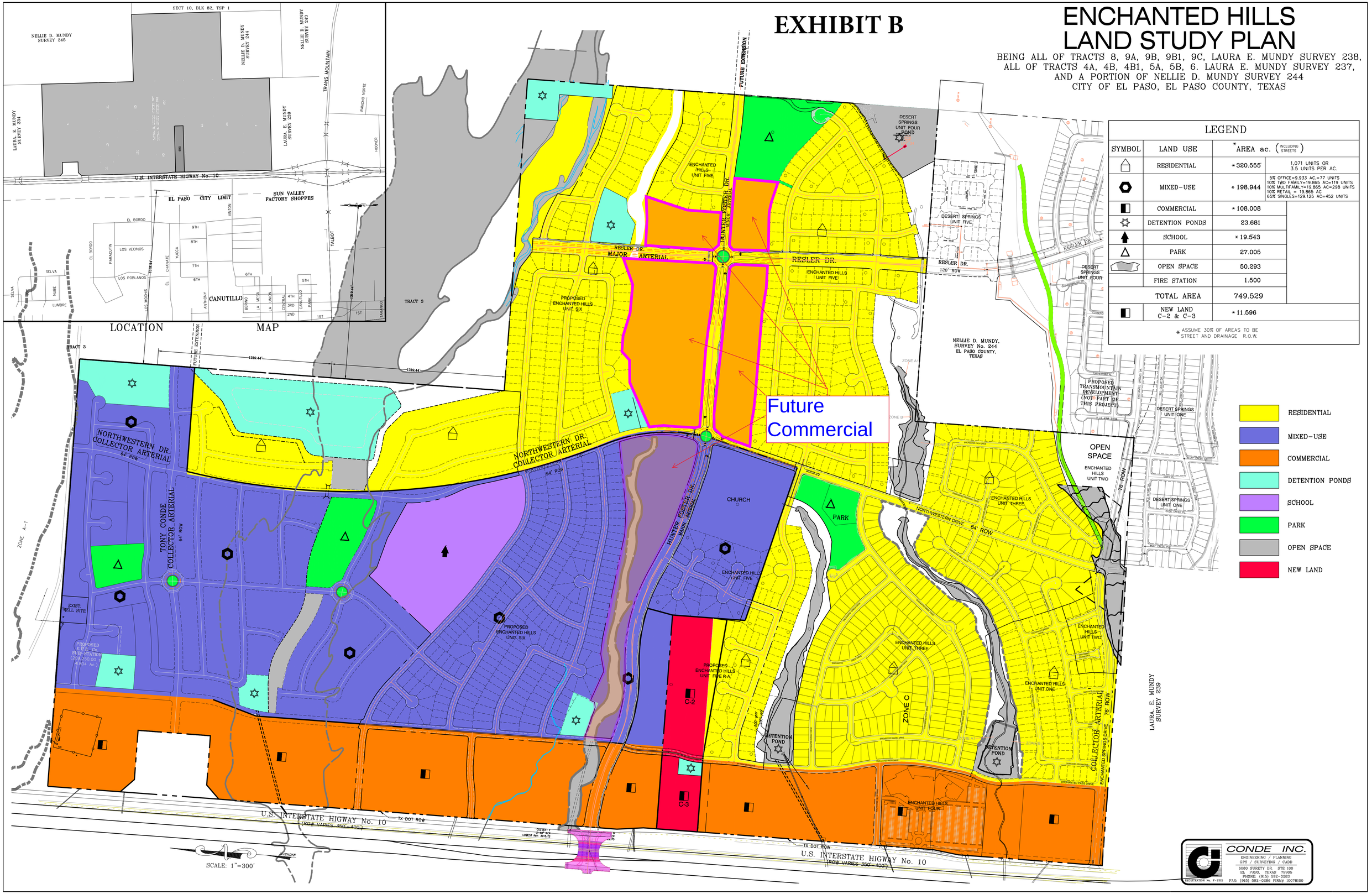
CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

ROB R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

EXHIBIT B

ENCHANTED HILLS LAND STUDY PLAN

BEING ALL OF TRACTS 8, 9A, 9B, 9B1, 9C, LAURA E. MUNDY SURVEY 238,
ALL OF TRACTS 4A, 4B, 4B1, 5A, 5B, 6. LAURA E. MUNDY SURVEY 237,
AND A PORTION OF NELLIE D. MUNDY SURVEY 244
CITY OF EL PASO, EL PASO COUNTY, TEXAS



LEGEND

SYMBOL	LAND USE	*AREA ac. (INCLUDING STREETS)	
	RESIDENTIAL	*320.555	1,071 UNITS OR 3.5 UNITS PER AC.
	MIXED-USE	*198.944	5% OFFICE=9.933 AC.=77 UNITS 10% TWO FAMILY=19.865 AC=119 UNITS 10% MULTIFAMILY=19.865 AC=298 UNITS 10% RETAIL = 19.865 AC 65% SINGLES=129.125 AC=452 UNITS
	COMMERCIAL	*108.008	
	DETENTION PONDS	23.681	
	SCHOOL	*19.543	
	PARK	27.005	
	OPEN SPACE	50.293	
	FIRE STATION	1.500	
	TOTAL AREA	749.529	
	NEW LAND C-2 & C-3	*11.596	

*ASSUME 30% OF AREAS TO BE STREET AND DRAINAGE R.O.W.

S:\CADD DATA\CI ENCHANTEDHILLS-AMENDING-for-SHEDS.dwg, LAND STUDY, 1/7/2022 1:22:43 PM, CAGarlez

ZONING

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.*

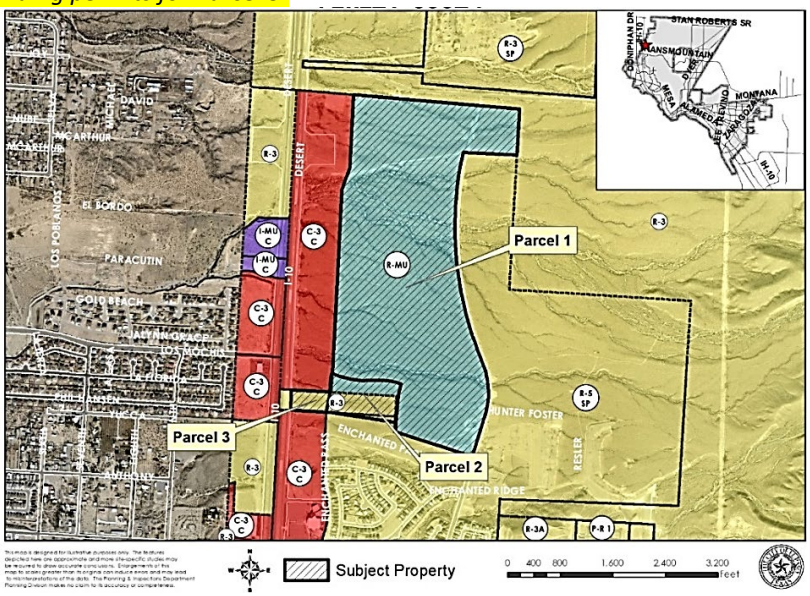


Figure A. Subject Property & Immediate Surroundings

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?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	**Yes**. The subject property is proposed to be developed into residential and commercial developments, which are in character with the future land use designation of *Plan El Paso.*

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **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. **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.	**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.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	**Yes.** 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.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The property lies within the Hillside Development Area. The Open Space Advisory Board (OSAB) recommended approval of the rezoning on October 13, 2021.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated by the rezoning of the subject property.
Natural Environment: Anticipated effects on the natural environment.	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.
Stability: Whether the area is stable or in transition.	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.

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

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:

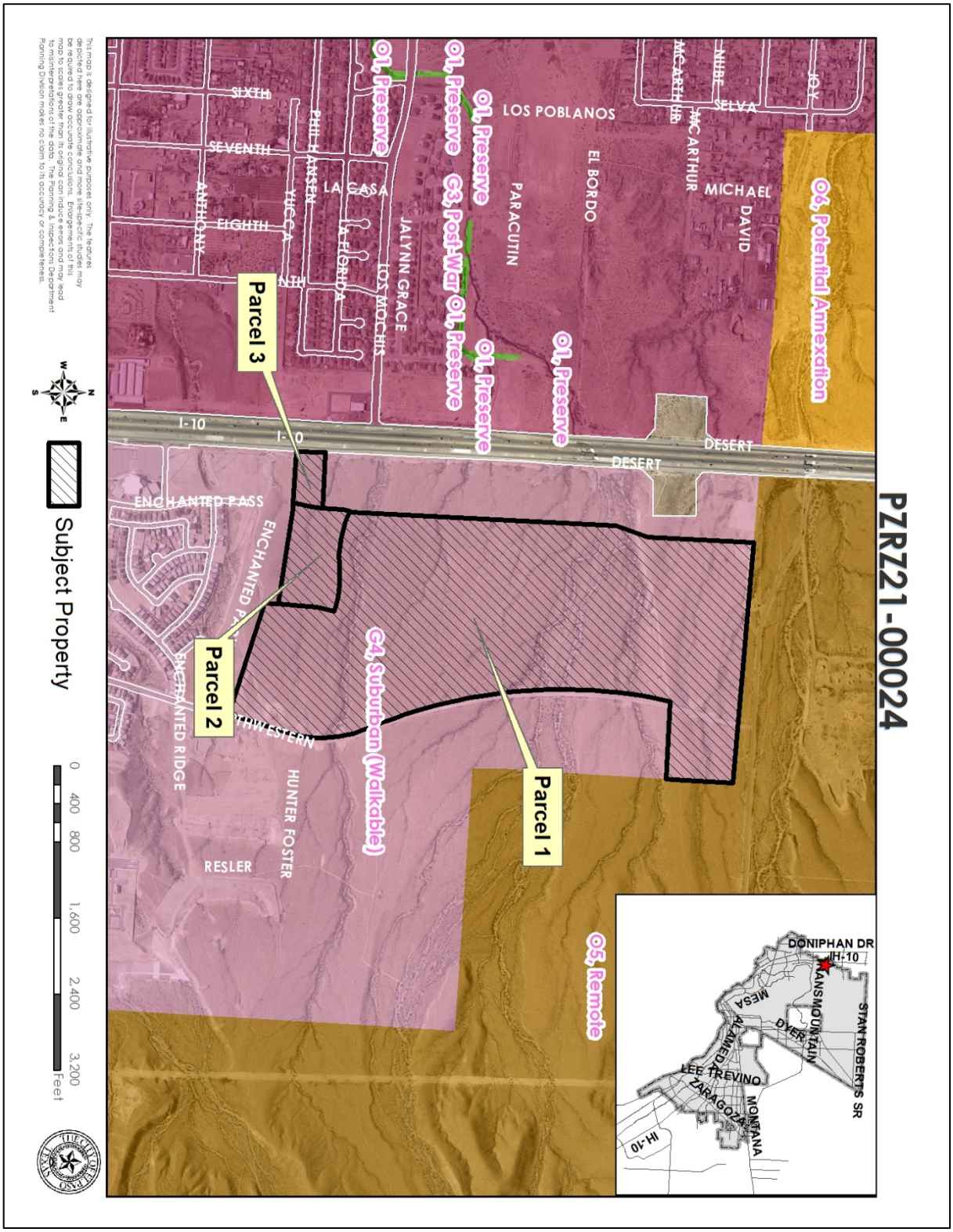
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

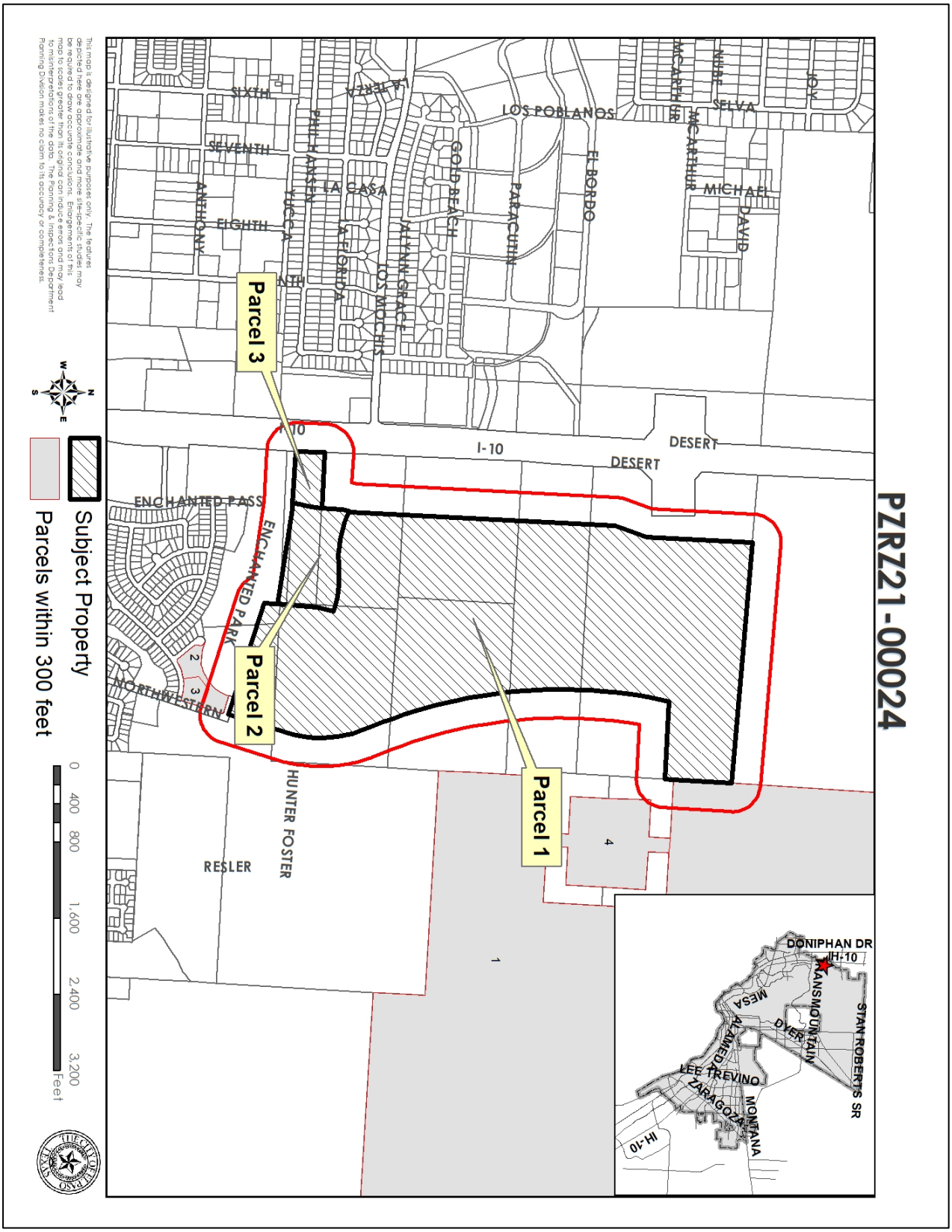
ATTACHMENTS:

1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Department Comments
5. Ordinance No. 16948

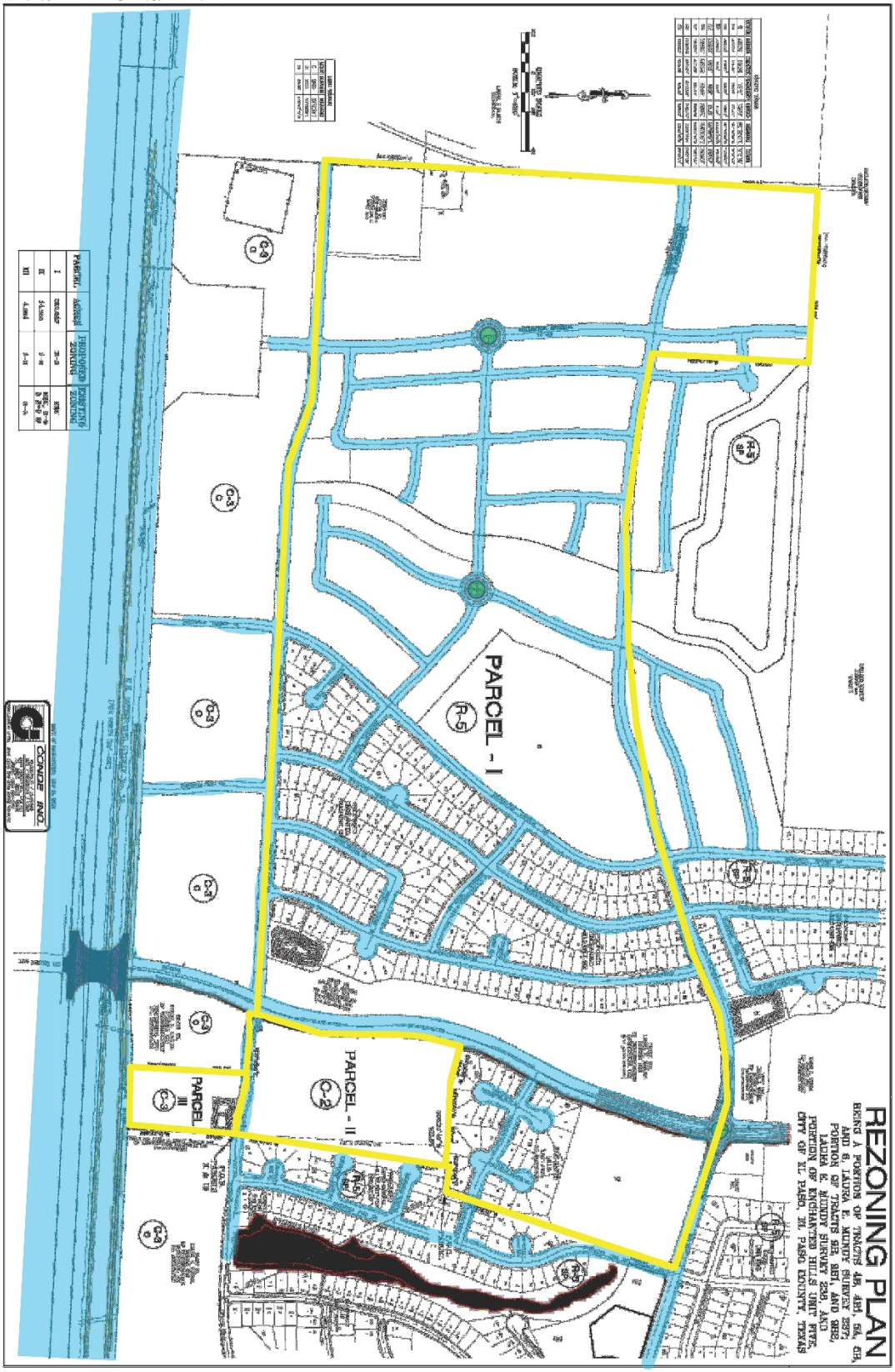
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



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 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.

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)

Doc# 20080063082 10G

CITY CLERK DEPT.

08 JUL 30 AM 8:50

1/51/14

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 AN 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.**

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CITY CLERK DEPT
08 JUL 30 AM 8:50

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy
Deputy Director – Planning
Development Services Department

Doc #40071v2./Planning/Ord/ZON08-00016 (Rezoning w/conditions)/LCUE

ORDINANCE NO. 016948 **Zoning Case No: ZON08-00016**

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.

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

2-15-08

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 "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

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;

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.

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

2-28-08

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 ⅝" 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 ½" 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.

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

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 "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 ⅝" 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.

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

2-22-08

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 "E"

ENCHANTED HILLS
MASTER ZONING PLAN

Date: February 18, 2008

e: 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 continuty of building and street scapes.

Relationship to Comrehensive Plan: The 2025 El Paso Comprehensive Plan designates this area as Mixed-Use and a portion as Industrial. The proposed Enchanted Hills Master Plan does designate the I-10 Frontage as Heavey Commercial / Industrial, then the Mixed Use area, transitioned to and Single Family as we move toward the Franklin Mountains.

	Proposed Land Use	Percent of Development	Density	Lot Sizes	Lot Coverage	Yard Setbacks	Building Height	Buffers	Phase	Timing
1.00	***Agricultural***	n/a								
	Vetinary Treatment (Small)		n/a	¼ Acre Minimum	50%	10' Front / 10' Side	25' Maximum	Landscape Only	10	10 years
2.00	***Commercial Storage:***	n/a								
	Self Storage		n/a	½ 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	½ 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	1Acre Minimum	50%	n/a	45' Maximum	Landscape Only	10	10 years
	Library / Museum		n/a	½ 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	¼ 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

Exhibit "E"

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	***Personal Services***	**2%**								
	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	***Recreational***	**25%**								
	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
	Raquetball 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	***Residential***	**60%**								
	Apartments	(10%)	14 /Acres	n/a	75%	n/a	45' Maximum	n/a	1	1 year
	Duplex	(6%)	6/ Acres	6,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
	Quadraplex	(2%)	10/ Acres	8,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
	Single Family (Attached/Detached)	(40%)	14/ Acres	5,000 Sq. Ft. / 4, 000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
	Triplex	(2%)	8/ Ares	7,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
14.00	***Sales***	**7%**								
	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
	Delicatessan		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years

POOR QUALITY ORIGINAL
BEST AVAILABLE IMAGE

Exhibit "E"

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
	Pakcage 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
17.00	***Towers***									
	Personal Services Wireless Facility (17.02-17.05)		n/a	n/a	n/a	n/a	n/a	Landscape Only	5	5 years
19.00	***Utility & Miscellaneous***			n/a						
	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, conveneince 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
BEST AVAILABLE IMAGE

016948

ITEM 47

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.

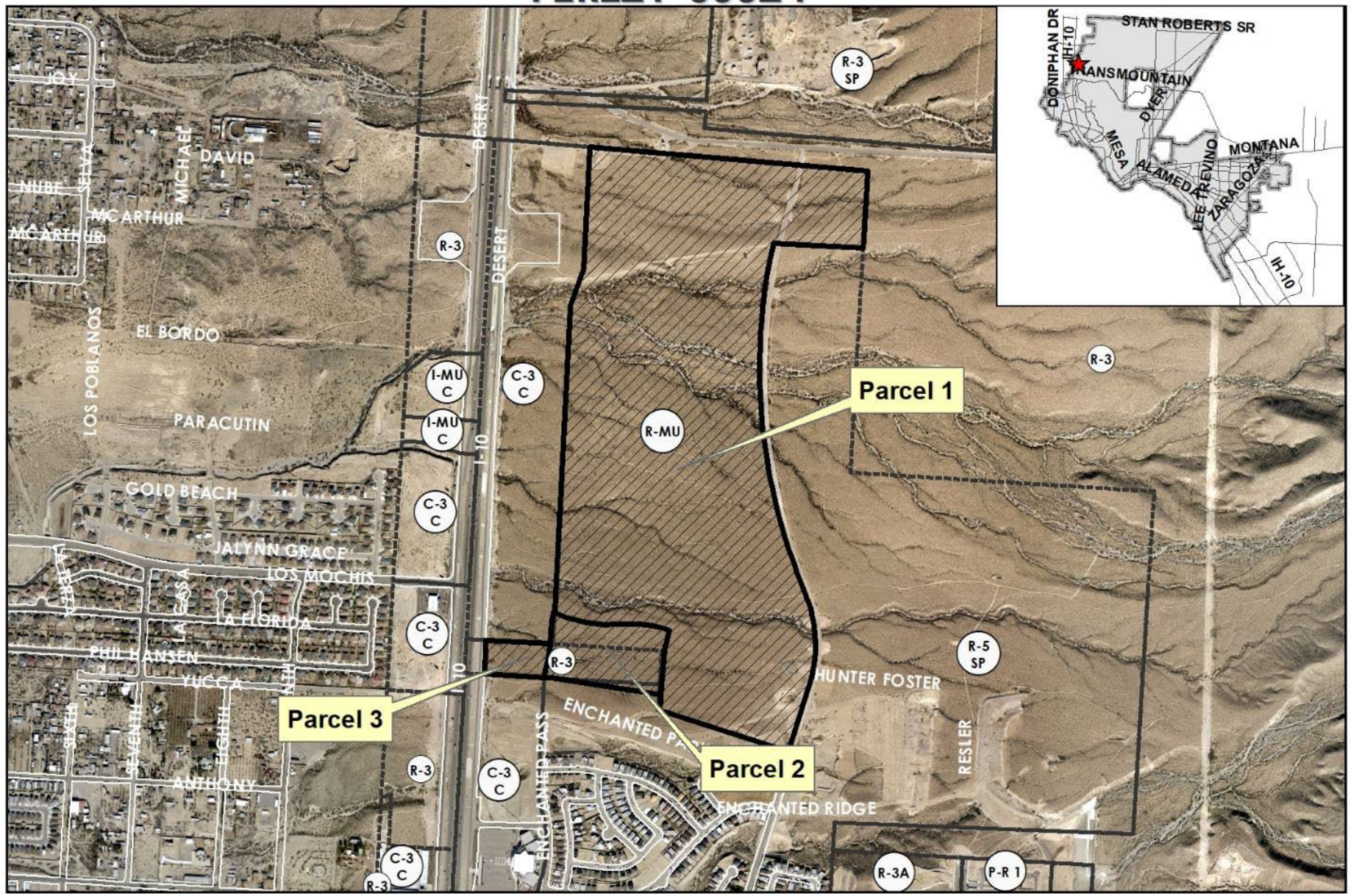
OSAB recommends approval (6-0) of the rezoning request.

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.*

2

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.

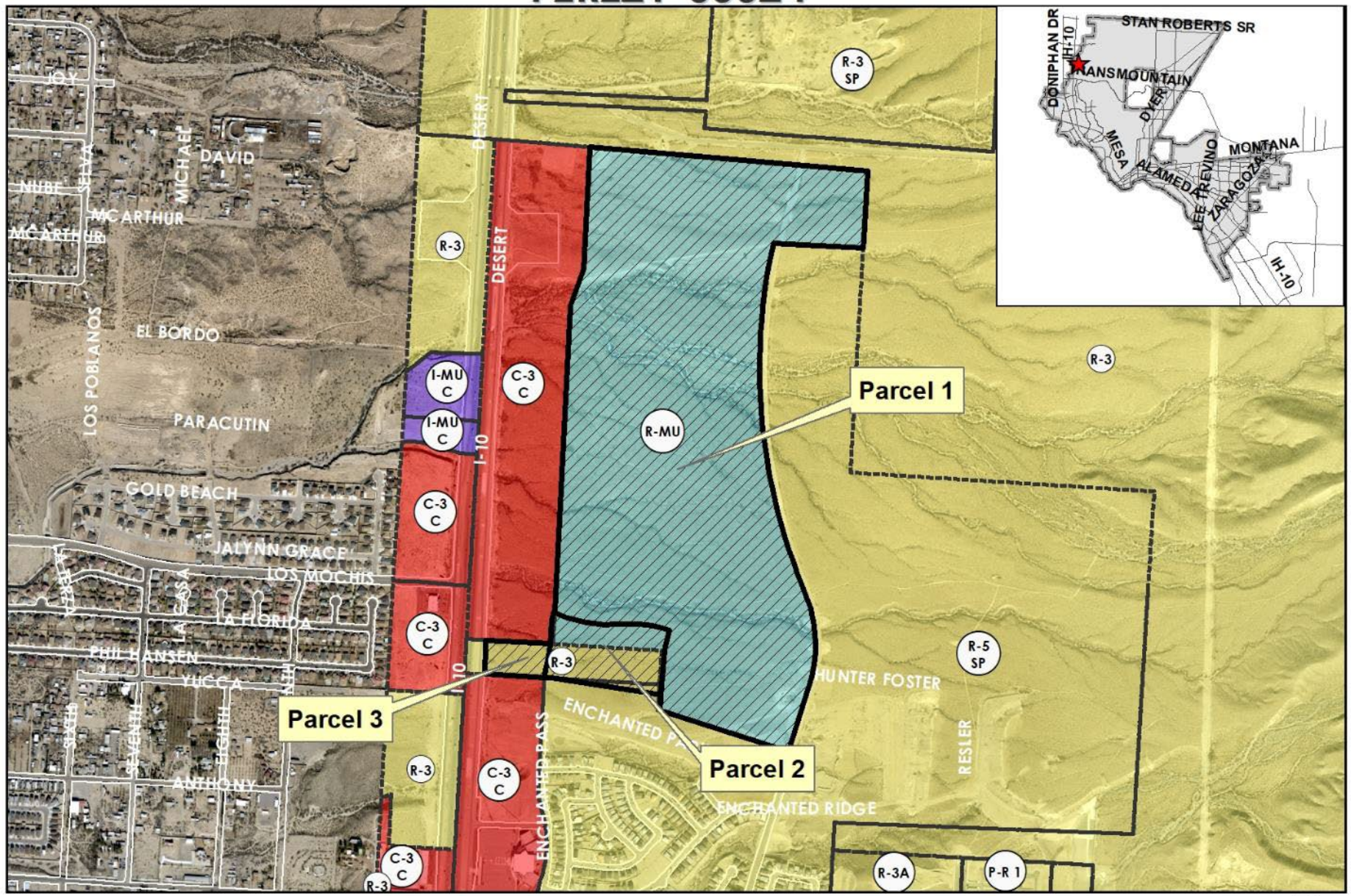
N W E S

Subject Property

0 400 800 1,600 2,400 3,200 Feet

Aerial

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.

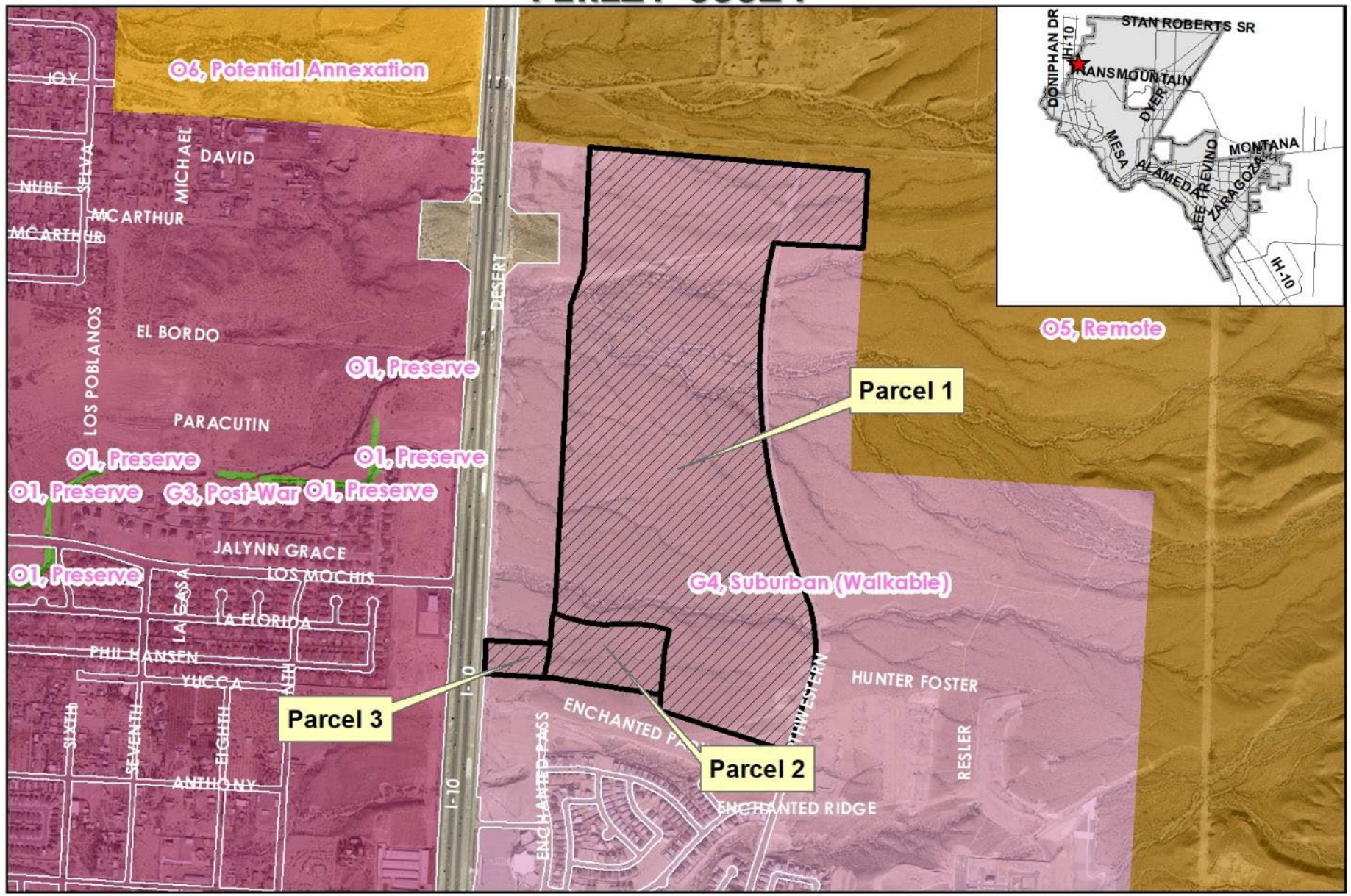
N W E S

Subject Property

0 400 800 1,600 2,400 3,200 Feet

Existing Zoning

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.

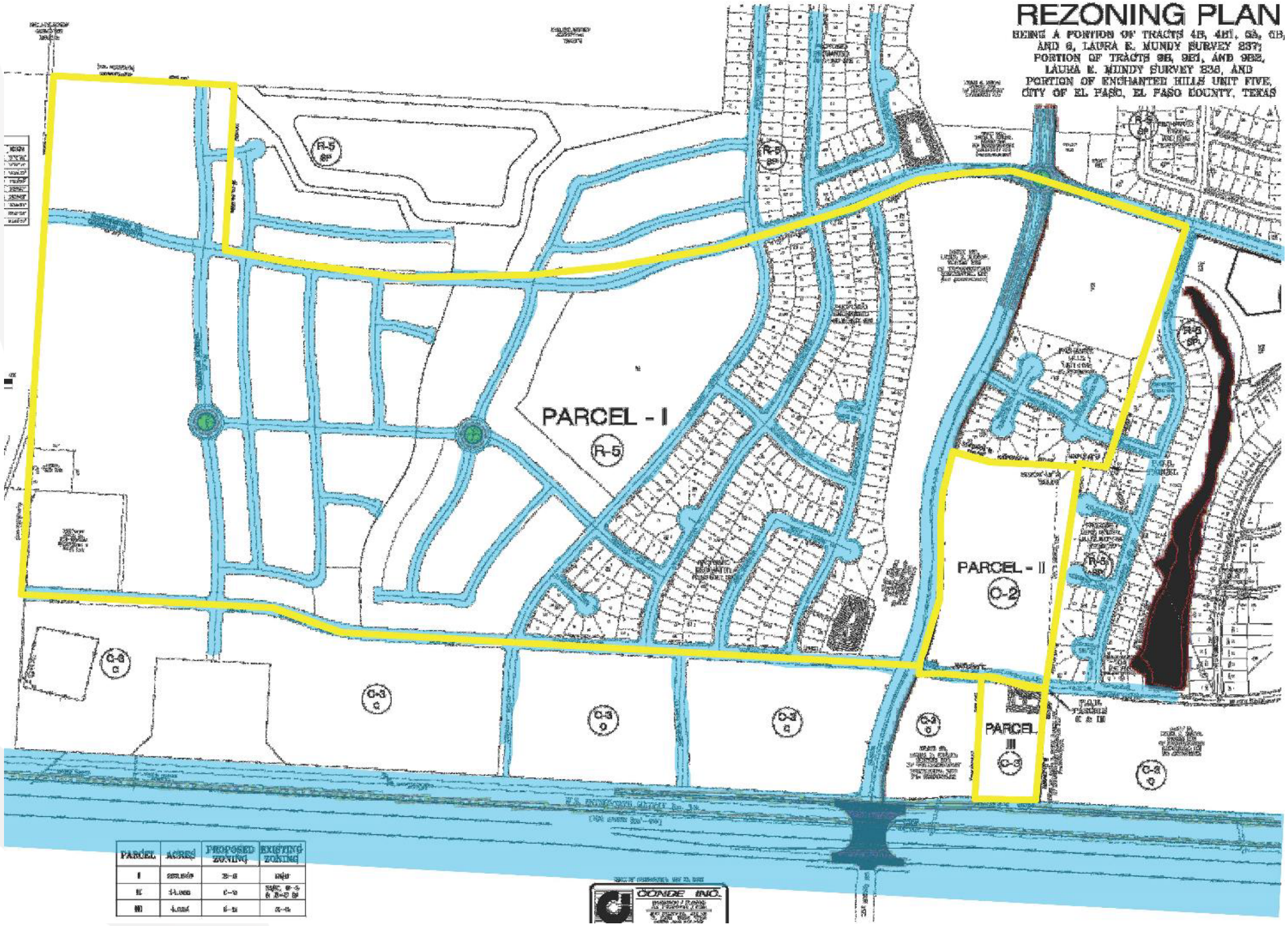
N W E S

Subject Property

0 400 800 1,600 2,400 3,200 Feet

EP TX CITY OF EL PASO

Future Land Use



Conceptual Plan

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.

N W E S

0 375 750 1,500 2,250 3,000 Feet

Subject Property

Surrounding Development

N

W

E

S

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

File #: 22-35, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to A-1 Disposal, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to A-1 Disposal, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO A-1 DISPOSAL, TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, A-1 DISPOSAL is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, A-1 DISPOSAL has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting A-1 DISPOSAL, a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso and A-1 DISPOSAL for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2022.

A-1 DISPOSAL

_____
By: _____
Its: Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202__, by _____, owner of A-1 DISPOSAL.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

A-1 DISPOSAL

EFFECTIVE DATE: JANUARY 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") effective January 1, 2022 is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and A-1 DISPOSAL, hereinafter referred to as "Franchisee".

R E C I T A L S

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive**.** The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised**.** Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council**.** Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean A-1 Disposal hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services**.** The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way. The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments.

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.a. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period**.** If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

A-1 Disposal
Attn: Jesus Adrian Munoz, Owner
_____
El Paso, Texas 799_____

Either the City or the Franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this subsection XII.b. Any notice given by either the City or the Franchisee must be signed by an authorized representative.

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement

transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the

minimum extent necessary to make such provision valid and enforceable and neither the remainder hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10**.** Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and A-1 Disposal.

THE CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and A-1 Disposal.

A-1 DISPOSAL:

By: _____
Jesus Adrian Munoz
Owner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Jesus Adrian Munoz, as Owner of A-1 Disposal , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Adela M. Torres, and that he/she executed the same as the act of A-1 Disposal for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2022.

_____
Notary Public
State of _____

SEAL

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: A-1 Disposal
Legal Entity: A-1 Disposal

Identity of Owners:
(Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

_____

_____

_____

_____

_____

_____

_____

_____

File #: 22-36, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to Alareal Corporation, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to Alareal Corporation, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO ALAREAL CORPORATION, TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, ALAREAL CORPORATION is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, ALAREAL CORPORATION has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting ALAREAL CORPORATION a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso ALAREAL CORPORATION for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 5 day of January, 2022.

ALAREAL CORPORATION

By: Antonio Alarcon, Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 8 day of January 2022, by Antonio Alarcon, Owner of Alareal Corporation.

JOHNNY ALBERT TREJO
Notary Public, State of Texas
My Commission Expires
September 14, 2025
NOTARY ID 13332957-5

Notary Public, State of Texas
Notary's Printed or Typed Name:
Johnny Trejo

My Commission Expires:
September 14, 2025

ORDINANCE NO._____
16-1005-1376.017| 1139523 | ALAREAL Corporation | WNV

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

ALAREAL CORPORATION

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and ALAREAL CORPORATION, hereinafter referred to as "Franchisee".

R E C I T A L S

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive**.** The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised**.** Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council**.** Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean ALAREAL CORPORATION hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a dedicated public way, street, highway, or alley or available for use by the

general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services**.** The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way**.** The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments**.**

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.a. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period**.** If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

ALAREAL CORPORATION
Attn: Antonio Alarcon , Owner
8417 Beverly Pl
El Paso, Texas 79907

Either the City or the Franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this subsection XII.b. Any notice given by either the City or the Franchisee must be signed by an authorized representative.

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement

transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the

minimum extent necessary to make such provision valid and enforceable and neither the remainder hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10**.** Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and ALAREAL CORPORATION.

THE CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) **SOLID WASTE FRANCHISE AGREEMENT**
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and ALAREAL CORPORATION.

ALAREAL CORPORATION:

By: _____
Antonio Alarcon, Owner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Antonio Alarcon as Owner of ALAREAL CORPORATION , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and that he/she executed the same as the act of ALAREAL CORPORATION for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5 day of JANUARY 2022.

JOHNNY ALBERT TREJO
Notary Public, State of Texas
My Commission Expires
September 14, 2025
NOTARY ID 13332957-5

SEAL

_____
Notary Public
State of TEXAS

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: ALAREAL CORPORATION
Legal Entity: ALAREAL CORPORATION

Identity of Owners:
(Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Antonio Alarcon (100%)_____

_____

_____

_____

_____

_____

_____

_____

File #: 22-37, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to Anvaco Corporation, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to Anvaco Corporation, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO ANVACO CORPORATION, TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, ANVACO Corporation is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, ANVACO Corporation has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting ANVACO Corporation a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso and ANVACO Corporation for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4.The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5.This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 5 day of January, 2022.

ANVACO Corporation

By: Carolina Juarez
Its: President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 5th day of January, ~~2022~~, by Carolina Juarez, President of ANVACO Corporation.

HILDA ERSKINE
Notary ID #124663907
My Commission Expires
August 31, 2023

Notary Public, State of Texas
Notary's Printed or Typed Name:
Hilda Erskine

My Commission Expires:
8-31-23

ORDINANCE NO._____
16-1005-1376.017 | 1139496 | WNV

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

ANVACO Corporation

EFFECTIVE DATE: JANUARY 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") effective January 1, 2022 is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and ANVACO CORPORATION, hereinafter referred to as "Franchisee".

R E C I T A L S

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive**.** The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised**.** Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council**.** Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means _____, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean ANVACO Corporation hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services**.** The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way. The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments.

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period**.** If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

ANVACO Corporation
Attn: Carolina Juarez, President
1460 Amstater Circle
El Paso, Texas 79936

Either the City or the Franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this subsection XII.b. Any notice given by either the City or the Franchisee must be signed by an authorized representative.

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement

transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the

minimum extent necessary to make such provision valid and enforceable and neither the remainder hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10**.** Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and ANVACO Corporation.

THE CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) **SOLID WASTE FRANCHISE AGREEMENT**
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and ANVACO Corporation.

ANVACO CORPORATION:

By: _____
Carolina Juarez, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Carolina Juarez, as, President of ANVACO Corporation , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of ANVACO Corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 5th day of January 22. 2022.

_____
Notary Public
State of Texas

SEAL

HILDA ERSKINE
Notary ID #124663907
My Commission Expires
August 31, 2023

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: ANVACO Corporation
Legal Entity: ANVACO Corporation

Identity of Owners: (Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Carolina Juarez (100%) _____

_____

_____

_____

_____

_____

_____

_____

File #: 22-38, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to Demcon Disposal Management, LLC, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to Demcon Disposal Management, LLC, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO DEMCON DISPOSAL MANAGEMENT, LLC, TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, DEMCON DISPOSAL MANAGEMENT, LLC is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, DEMCON DISPOSAL MANAGEMENT, LLC has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting DEMCON DISPOSAL MANAGEMENT, LLC a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso DEMCON DISPOSAL MANAGEMENT, LLC for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public

Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 29 day of December, 2021.

DEMCON DISPOSAL MANAGEMENT, LLC

By: Daniel Robles, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 29 day of December, 2021, by Daniel Robles.

Notary Public, State of Texas
Notary's Printed or Typed Name:
Belinda Martinez

My Commission Expires:
October 2, 2024

BELINDA MARTINEZ
Notary ID #125094520
My Commission Expires
October 2, 2024

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

DEMCON DISPOSAL MANAGEMENT, LLC

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) **SOLID WASTE FRANCHISE AGREEMENT**
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and DEMCON DISPOSAL MANAGEMENT, LLC, hereinafter referred to as "Franchisee".

RECITALS

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

WITNESSETH:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council. Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean DEMCON DISPOSAL MANAGEMENT, LLC hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services. The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way. The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments.

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.A. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

DEMCON DISPOSAL MANAGEMENT, LLC
Attn: Daniel Robles
P.O. Box 26307
El Paso, Texas 79926

Either the City or the Franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this subsection XII.b. Any notice given by either the City or the Franchisee must be signed by an authorized representative.

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the

next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable and neither the remainder

hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10. Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and DEMCON DISPOSAL MANAGEMENT, LLC.

THE CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) **SOLID WASTE FRANCHISE AGREEMENT**
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and DEMCON DISPOSAL MANAGEMENT, LLC.

DEMCON DISPOSAL MANAGEMENT, LLC:

By: _____
Daniel Robles
President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Jesus Adrian Munoz, as Owner of DEMCON DISPOSAL MANAGEMENT, LLC , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Adela M. Torres, and that he/she executed the same as the act of DEMCON DISPOSAL MANAGEMENT, LLC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29 day of December, ~~2022.~~ 2021

_____
Notary Public
State of Texas

SEAL

BELINDA MARTINEZ
Notary ID #125094520
My Commission Expires
October 2, 2024

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: DEMCON DISPOSAL MANAGEMENT, LLC
Legal Entity: DEMCON DISPOSAL MANAGEMENT, LLC

Identity of Owners:
(Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Daniel Robles (100%)_____

_____

_____

_____

_____

_____

_____

_____

File #: 22-39, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to El Paso Disposal, LP, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to El Paso Disposal, LP, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO EL PASO DISPOSAL, LP, TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, EL PASO DISPOSAL, LP is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, EL PASO DISPOSAL, LP has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting EL PASO DISPOSAL, LP a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso EL PASO DISPOSAL, LP for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2021.

EL PASO DISPOSAL, LP

_____
By: Worthing Jackman, CEO & President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202__, by Worthing Jackman.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

EL PASO DISPOSAL, LP

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and EL PASO DISPOSAL, LP, hereinafter referred to as "Franchisee".

R E C I T A L S

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive**.** The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised**.** Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council**.** Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean EL PASO DISPOSAL, LP hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services**.** The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way**.** The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments**.**

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.A. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period**.** If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

EL PASO DISPOSAL, LP
Attn: Worthing Jackman
3 Waterway Square Pl
The Woodlands, Texas 77380-3488

Either the City or the Franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this subsection XII.b. Any notice given by either the City or the Franchisee must be signed by an authorized representative.

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the

next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable and neither the remainder

hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10**.** Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and EL PASO DISPOSAL, LP.

THE CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and EL PASO DISPOSAL, LP.

EL PASO DISPOSAL, LP:

By: _____
Worthing Jackman,
CEO & President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Jesus Adrian Munoz, as Owner of EL PASO DISPOSAL, LP , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Adela M. Torres, and that he/she executed the same as the act of EL PASO DISPOSAL, LP for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2022.

_____
Notary Public
State of _____

SEAL

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: EL PASO DISPOSAL, LP
Legal Entity: EL PASO DISPOSAL, LP

Identity of Owners: (Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Waste Connections Management Services, Inc. (99.5%)

Waste Connections of Texas, LLC (.5%)

_____

_____

_____

_____

_____

_____

File #: 22-40, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to El Paso Sanitation Systems, Inc, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to El Paso Sanitation Systems, Inc, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO EL PASO SANITATION SYSTEMS, INC , TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, EL PASO SANITATION SYSTEMS, INC is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, EL PASO SANITATION SYSTEMS, INC has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting EL PASO SANITATION SYSTEMS, INC a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso EL PASO SANITATION SYSTEMS, INC for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public

Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 4 day of January, ~~2021~~. 2022

EL PASO SANITATION SYSTEMS, INC

By: Monica Brown, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 4th day of January, 2022 by Monica Brown.

Notary Public, State of Texas
Notary's Printed or Typed Name:
Lorena Soto

LORENA SOTO
Notary ID #128910909
My Commission Expires
March 8, 2024

My Commission Expires:
March 8, 2024

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

EL PASO SANITATION SYSTEMS, INC

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
)
COUNTY OF EL PASO)

SOLID WASTE FRANCHISE AGREEMENT

THIS Solid Waste Franchise Agreement ("Agreement") effective January 1, 2022 is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and EL PASO SANITATION SYSTEMS, INC, hereinafter referred to as "Franchisee".

RECITALS

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council. Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean EL PASO SANITATION SYSTEMS, INC hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services. The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way. The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments.

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.A. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

EL PASO SANITATION SYSTEMS, INC
Attn: Monica Brown
5853 Welch Ave.
El Paso, Texas 79905

Either the City or the Franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this subsection XII.b. Any notice given by either the City or the Franchisee must be signed by an authorized representative.

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the

next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable and neither the remainder

hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10. Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and EL PASO SANITATION SYSTEMS, INC .

THE CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and EL PASO SANITATION SYSTEMS, INC .

INC : EL PASO SANITATION SYSTEMS,

By: _____
Monica Brown, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Jesus Adrian Munoz, as Owner of EL PASO SANITATION SYSTEMS, INC , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Adela M. Torres, and that he/she executed the same as the act of EL PASO SANITATION SYSTEMS, INC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of January, 2022 2022.

SEAL

LORENA SOTO
Notary ID #128910909
My Commission Expires
March 8, 2024

_____
Notary Public
State of Texas

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: EL PASO SANITATION SYSTEMS, INC
Legal Entity: EL PASO SANITATION SYSTEMS, INC

Identity of Owners: (Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Monica Brown (54%)

Employee Stock Owner PUN (46%)

_____

_____

_____

_____

_____

_____

ELPASOS-15 MRAMIREZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/4/2022

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
El Paso, TX-Commercial Ins Brokers-Hub International Insurance Services
601 N. Mesa, Suite 1550
El Paso, TX 79901

CONTACT NAME:
PHONE (A/C, No, Ext): (915) 206-6023 FAX (A/C, No): (866) 399-3972
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mountain States Indemnity Company	10177
INSURER B : Donegal Mutual Insurance Company	13692
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
El Paso Sanitation Systems Inc
5853 Welch Ave
El Paso, TX 79905-1818

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		CPT9245032	9/20/2021	9/20/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X		CA 9245032	9/20/2021	9/20/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CXL9245032	9/20/2021	9/20/2022	EACH OCCURRENCE	$ 3,000,000
							AGGREGATE	$
							Aggregate	$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured as required by written contract, respects to the General Liability and Auto Liability. Thirty (30) day notice of cancellation applies.

CERTIFICATE HOLDER

City of El Paso
7968 San Paulo Dr
El Paso, TX 79907

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
Ken Foster

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/04/2022

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

Mount Franklin Insurance Agency, LLC
122 Thorn Ave
El Paso, TX 79932

CONTACT NAME: Jessica De Anda
PHONE (A/C, No, Ext): 915-599-2900 FAX (A/C, No): 915-921-5550
E-MAIL ADDRESS: JessicaD@Mtfranklin.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Specialty	36056
INSURER B : Texas Mutual Insurance Company	22945
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

T&T STAFF MANAGEMENT, INC
511 EXECUTIVE CENTER BLVD
EL PASO, TX 79902

COVERAGES CERTIFICATE NUMBER: 80244884-16285060 REVISION NUMBER: 67

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB / X OCCUR			HO21EXC732229IC	06/13/2021	06/13/2022	EACH OCCURRENCE	$ 1,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			TSF0001180671	06/13/2021	06/13/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is extended to El Paso Sanitation Systems, Inc. DBA Sarabia's Portable Jons, 5853 Welch Ave, El Paso, TX 79905, for employees co-employed between T&T Staff Management, Inc. and El Paso Sanitation Systems, Inc DBA Sarabia's Portable Jons.

CERTIFICATE HOLDER

City of El Paso
7968 San Paulo Dr
EL PASO, TX 79907

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

(JMD)

© 1988-2015 ACORD CORPORATION. All rights reserved.

File #: 22-41, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to GCC of America, Inc., to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to GCC of America, Inc., to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO GCC OF AMERICA, INC., TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, GCC OF AMERICA, INC. is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, GCC OF AMERICA, INC. has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting GCC OF AMERICA, INC. a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso GCC OF AMERICA, INC. for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 6th day of January, 2022.

GCC OF AMERICA, INC.

By: Mathew McElroy, General Manager

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 6th day of January, 2022 by Mathew McElroy.

Notary Public, State of Texas
Notary's Printed or Typed Name:

LOURDES MORALES

My Commission Expires:

October 04, 2023.

LOURDES MORALES
Notary Public, State of Texas
Comm. Expires 10-04-2023
Notary ID 126277704

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

GCC OF AMERICA, INC.

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
)
COUNTY OF EL PASO)

SOLID WASTE FRANCHISE AGREEMENT

THIS Solid Waste Franchise Agreement ("Agreement") is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and GCC OF AMERICA, INC., hereinafter referred to as "Franchisee".

RECITALS

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

WITNESSETH:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive. The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council. Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean GCC OF AMERICA, INC. hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services. The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way. The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments.

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. INDEMNIFICATION OF CITY.

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.A. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

GCC OF AMERICA, INC.
Attn: Mathew McElroy
1 McKellgion Canyon Road
El Paso, Texas 79930

Either the City or the Franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this subsection XII.b. Any notice given by either the City or the Franchisee must be signed by an authorized representative.

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the

next day mailed to all by first class ail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable and neither the remainder

hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10. Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and GCC OF AMERICA, INC..

THE CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) **SOLID WASTE FRANCHISE AGREEMENT**
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and GCC OF AMERICA, INC..

GCC OF AMERICA, INC.:

By: _____
Mathew McElroy, General Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Jesus Adrian Munoz, as Owner of GCC OF AMERICA, INC. , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Adela M. Torres, and that he/she executed the same as the act of GCC OF AMERICA, INC. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of 2021, 2021.

Lourdes Morales
Notary Public
State of Texas

SEAL

LOURDES MORALES
Notary Public, State of Texas
Comm. Expires 10-04-2023
Notary ID 126277704

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: GCC OF AMERICA, INC.
Legal Entity: GCC OF AMERICA, INC.

Identity of Owners: (Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

GCC of America, Inc (100%)

_____

_____

_____

_____

_____

_____

File #: 22-42, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to Heist Disposal, Inc., to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to Heist Disposal, Inc., to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO HEIST DISPOSAL, INC., TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, HEIST DISPOSAL, INC. is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, HEIST DISPOSAL, INC. has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting HEIST DISPOSAL, INC. a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso HEIST DISPOSAL, INC. for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2022.

HEIST DISPOSAL, INC.

_____
By: Beatrice Heist, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202__, by Beatrice Heist.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

HEIST DISPOSAL, INC.

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and HEIST DISPOSAL, INC., hereinafter referred to as "Franchisee".

R E C I T A L S

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive**.** The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised**.** Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council**.** Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean HEIST DISPOSAL, INC. hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services**.** The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way**.** The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments**.**

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.A. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period**.** If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

HEIST DISPOSAL, INC.
Attn: Beatrice Heist
P.O. Box 370335
El Paso, Texas 79937

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class ail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the

Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable and neither the remainder hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the

parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10**.** Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other

present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and HEIST DISPOSAL, INC..

THE CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and HEIST DISPOSAL, INC..

HEIST DISPOSAL, INC.:

By: _____
Beatrice Heist, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Beatrice Heist, as President of HEIST DISPOSAL, INC. , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Adela M. Torres, and that he/she executed the same as the act of HEIST DISPOSAL, INC. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2022.

_____
Notary Public
State of _____

SEAL

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: HEIST DISPOSAL, INC.
Legal Entity: HEIST DISPOSAL, INC.

Identity of Owners:
(Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Beatrice Heist, President (51%)

Charles Heist, Vice President (49%)

_____

_____

_____

_____

_____

_____

File #: 22-43, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to JRG Disposal Service, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to JRG Disposal Service, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO JRG DISPOSAL SERVICE, TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, JRG DISPOSAL SERVICE is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, JRG DISPOSAL SERVICE has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting JRG DISPOSAL SERVICE a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso JRG DISPOSAL SERVICE for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2021.

JRG DISPOSAL SERVICE

_____
By: Jose R. Gonzalez, Jr., Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202__, by Jose R. Gonzalez, Jr.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

JRG DISPOSAL SERVICE

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") effective January 1, 2022 entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and JRG DISPOSAL SERVICE, hereinafter referred to as "Franchisee".

R E C I T A L S

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive**.** The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised**.** Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council**.** Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean JRG DISPOSAL SERVICE hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services**.** The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way**.** The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments**.**

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.A. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period**.** If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

JRG DISPOSAL SERVICE
Attn: Jose R. Gonzalez Jr.
13451 Boots Green
El Paso, Texas 79938

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class ail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the

Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable and neither the remainder hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the

parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10**.** Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other

present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and JRG DISPOSAL SERVICE.

THE CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and JRG DISPOSAL SERVICE.

JRG DISPOSAL SERVICE:

By: _____
Jose R. Gonzalez, Jr., Owner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared John Pinkerton, as president of JRG DISPOSAL SERVICE , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and that he executed the same as the act of as Owner for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2022.

_____
Notary Public
State of _____

SEAL

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: JRG DISPOSAL SERVICE
Legal Entity: JRG DISPOSAL SERVICE

Identity of Owners: (Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Jose R. Gonzalez, Jr. (100%)

_____

_____

_____

_____

_____

_____

File #: 22-44, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to Loretto Investment Corporation, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to Loretto Investment Corporation, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO LORETTO INVESTMENT CORPORATION, TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, LORETTO INVESTMENT CORPORATION is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, LORETTO INVESTMENT CORPORATION has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting LORETTO INVESTMENT CORPORATION a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso LORETTO INVESTMENT CORPORATION for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public

Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2021.

LORETTO INVESTMENTCORPORATION

_____
By: John Pinkerton, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202__, by John Pinkerton.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

LORETTO INVESTMENT CORPORATION

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") effective January 1, 2022 is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and LORETTO INVESTMENT CORPORATION, hereinafter referred to as "Franchisee".

R E C I T A L S

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive**.** The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised**.** Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council**.** Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean LORETTO INVESTMENT CORPORATION hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is

not a dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services**.** The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way. The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments**.**

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.A. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period**.** If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

LORETTO INVESTMENT CORPORATION
Attn: John Pinkerton
6161 Doniphan Drive
El Paso, Texas 79932

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class ail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the

Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable and neither the remainder hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the

parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10**.** Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other

present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and LORETTO INVESTMENT CORPORATION.

THE CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and LORETTO INVESTMENT CORPORATION.

LORETTO INVESTMENT CORPORATION:

By: _____
John Pinkerton, President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared John Pinkerton, as president of LORETTO INVESTMENT CORPORATION , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and that he executed the same as the act of LORETTO INVESTMENT CORPORATION for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2022.

_____
Notary Public
State of _____

SEAL

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: LORETTO INVESTMENT CORPORATION
Legal Entity: LORETTO INVESTMENT CORPORATION

Identity of Owners: (Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

John Pinkerton (100%)

_____

_____

_____

_____

_____

_____

File #: 22-45, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to Moore Service, Inc., to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to Moore Service, Inc., to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO MOORE SERVICE, INC. , TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, MOORE SERVICE, INC. is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, MOORE SERVICE, INC. has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting MOORE SERVICE, INC. a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso MOORE SERVICE, INC. for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 6th day of January, 2022.

MOORE SERVICE, INC.

By: Ronald A. Smith, Vice-President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 6th day of January, 2022, by Ronald A. Smith, Vice President of Moore Service, Inc.

DAVID A ACUNA
Notary Public, State of Texas
My Commission Expires
July 31, 2024
NOTARY ID 1205134-3

Notary Public, State of Texas
Notary's Printed or Typed Name:
David A. Acuña

My Commission Expires:
07-31-2024

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

MOORE SERVICE, INC.

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") effective January 1, 2022 is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and MOORE SERVICE, INC., hereinafter referred to as "Franchisee".

R E C I T A L S

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive**.** The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised**.** Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council**.** Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean MOORE SERVICE, INC. hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services**.** The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way**.** The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments**.**

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.A. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period**.** If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

MOORE SERVICE, INC.
Attn: Ronald A. Smith, Vice-President
P.O. Box 370187
El Paso, Texas 79937

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class ail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the

Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable and neither the remainder hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the

parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10**.** Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other

present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and MOORE SERVICE, INC. .

THE CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) **SOLID WASTE FRANCHISE AGREEMENT**
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and MOORE SERVICE, INC. .

MOORE SERVICE, INC. :

By: _____
Ronald A. Smith, Vice-President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Ronald A. Smith as Vice-President of MOORE SERVICE, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and that he executed the same as the act of MOORE SERVICE, INC. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of January, 2022.

_____
Notary Public
State of Texas

SEAL

DAVID A ACUNA
Notary Public, State of Texas
My Commission Expires
July 31, 2024
NOTARY ID 1205134-3

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: MOORE SERVICE, INC.
Legal Entity: MOORE SERVICE, INC.

Identity of Owners: (Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Opal R. Smith (100%)

_____

_____

_____

_____

_____

_____

File #: 22-46, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to Sandoval Capital Inc. DBA Bronco Disposal, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to Sandoval Capital Inc. DBA Bronco Disposal, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL, TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the

Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2021.

SANDOVAL CAPITAL INC. DBA
BRONCO DISPOSAL

_____
By: Raul Sandoval, Co-President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202__, by Raul Sandoval.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") effective on January 1, 2022 is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL., hereinafter referred to as "Franchisee".

R E C I T A L S

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive**.** The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised**.** Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council**.** Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services**.** The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way**.** The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments**.**

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.A. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period**.** If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL
Attn: Opal R. Smith
P.O. Box 370187
El Paso, Texas 79937

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class ail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable and neither the remainder hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent

permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10**.** Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as

otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL.

THE CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL.

SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL:

By: _____
Raul Sandoval, Co-President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Raul Sandoval, as Co-President of SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and that he executed the same as the act of SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2022.

_____
Notary Public
State of _____

SEAL

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL
Legal Entity: SANDOVAL CAPITAL INC. DBA BRONCO DISPOSAL

Identity of Owners: (Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Progressive Resources Inc. (100%)

_____

_____

_____

_____

_____

_____

File #: 22-47, **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
Environmental Services, Ellen A. Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

An Ordinance granting a renewal of non-exclusive franchise to Southwest Disposal Inc, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in Section 9.04.630 of the El Paso City Code.

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

AGENDA DATE: January 19, 2022
PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Director (915) 212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
An ordinance granting a renewal of non-exclusive franchise to Southwest Disposal Inc, to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso city code.

BACKGROUND / DISCUSSION:
A franchise is required for solid waste collection haulers that are permitted by the Environmental Services Department. This agreement between the franchisee and City identifies standards to be maintained for the operation of solid waste collection services.

PRIOR COUNCIL ACTION:
Non-exclusive franchises for solid waste collection services are routinely approved by Council.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

ORDINANCE NO._____

AN ORDINANCE GRANTING A RENEWAL OF NON-EXCLUSIVE FRANCHISE TO SOUTHWEST DISPOSAL INC, TO OPERATE AND MAINTAIN A SOLID WASTE COLLECTION AND HAULER SERVICE WITHIN THE CITY OF EL PASO SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS; THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE EL PASO CITY CODE

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared lo be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste arc required to enter into a franchise agreement with the City; and

WHEREAS, SOUTHWEST DISPOSAL INC is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, SOUTHWEST DISPOSAL INC has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting SOUTHWEST DISPOSAL INC a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance arc in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

2. The City Manager is authorized to sign a renewal of non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso SOUTHWEST DISPOSAL INC for the franchisee to operate and maintain a Solid Waste Collection Service, in, over, along and across the Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that arc inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on January 1, 2022.

PASSED AND APPROVED 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:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

(*Acceptance and Acknowledgment follow on next page*)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this _____ day of _____, 2021.

SOUTHWEST DISPOSAL INC

_____
By: Gabriela Silva, Vice-President

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202__, by Gabriela Silva.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

EXHIBIT "A"

SOLID WASTE
FRANCHISE AGREEMENT

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

SOUTHWEST DISPOSAL INC

EFFECTIVE DATE: January 1, 2022

TABLE OF CONTENTS

SECTION I.	Preamble
SECTION II.	Definitions
SECTION III.	Granting of Franchise
SECTION IV.	Service Requirements
SECTION V.	Indemnity and Insurance
SECTION VI.	Fees, Payments and Compensation.
SECTION VII.	Term, Termination and Performance Evaluation
SECTION VIII.	Transfers of Ownership and Control
SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

THIS Solid Waste Franchise Agreement ("Agreement") effective January 1, 2022 is entered into this _____ day of _____, 2022, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and SOUTHWEST DISPOSAL INC., hereinafter referred to as "Franchisee".

R E C I T A L S

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

W I T N E S S E T H:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word "shall" is mandatory and not merely directory. The word "may" is not mandatory and is merely permissive**.** The word "day" means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.

b. **Agreement** shall mean this document.

c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.

d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.

e. **City Charter** means the City's organic law, equivalent to a constitution, which defines the City's existence and prescribes the powers, duties, and organization of the City's governmental structure.

f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.

g. **City Manager** shall mean the City Manager or the City Manager's designated representative.

h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised**.** Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council**.** Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means January 1, 2022.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean SOUTHWEST DISPOSAL INC hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or slightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste, not including a Junk Removal Service, as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. Non-Exclusive.

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. Authorized Municipal Solid Waste Facility.

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. Other Services.

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services**.** The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way**.** The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments**.**

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. <u>INDEMNIFICATION OF CITY.</u>

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS "INDEMNITEES"), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY "FRANCHISEE PERSONS"), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.A. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. <u>FRANCHISEE'S ASSUMPTION OF RISK.</u>

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out-of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnitee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term "Acts of God" as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one two-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days' written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

(i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;

(ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.
2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.
3. The suspension or revocation of the Franchisee's Hauler Permit.
4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.
5 The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.
6 The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7 The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period**.** If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars ($200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

City Attorney
P.O. Box 1890
El Paso, Texas 79950-1890

If to the Franchisee:

SOUTHWEST DISPOSAL INC
Attn: Opal R. Smith
P.O. Box 370187
El Paso, Texas 79937

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class ail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the

Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make such provision valid and enforceable and neither the remainder hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the

parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section 10**.** Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other

present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment "1" – Insurance Requirements
Attachment "2" – Schedule of Ownership

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and SOUTHWEST DISPOSAL INC.

THE CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Department of Environmental Services

STATE OF TEXAS)
) SOLID WASTE FRANCHISE AGREEMENT
COUNTY OF EL PASO)

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and SOUTHWEST DISPOSAL INC.

SOUTHWEST DISPOSAL INC:

By: _____
Gabriel Silva, Vice-President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Gabriela Silva, as Vice-President of SOUTHWEST DISPOSAL INC , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and that he executed the same as the act of SOUTHWEST DISPOSAL INC for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2022.

_____
Notary Public
State of _____

SEAL

ATTACHMENT "1"

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

$1,000,000.00 – Per Occurrence
$1,000,000.00 – General Aggregate
$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS' COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum $1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT "2"

SCHEDULE OF OWNERSHIP

Franchisee Name: SOUTHWEST DISPOSAL INC
Legal Entity: SOUTHWEST DISPOSAL INC

Identity of Owners:
(Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Jaime Silva (50%)

Gabriela Silva (50%)

_____

_____

_____

_____

_____

_____

File #: 22-115, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Economic and International Development, Mirella Craigo, (915) 212-1617
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 a Resolution that the City Manager be authorized to execute a Memorandum of Understanding with the International Economic Development Council (IEDC), to provide support to the IEDC's Equity Communities Cohort to create an Equity Action Plan in accordance with the terms and conditions of the MOU and Council's authorization.

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

AGENDA DATE: 02/01/2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, (915) 212-1617
Elizabeth Triggs, (915) 212-1619

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 1. Cultivate an environment conducive to strong, sustainable economic development

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

Discussion and action on a resolution that the City Manager be authorized to execute a Memorandum of Understanding with the International Economic Development Council (IEDC), to provide support to the of IEDC's Equity Communities Cohort to create an Equity Action Plan in accordance with the terms and conditions of the MOU and Council's authorization.

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?

Based in Washington D.C., the International Economic Development Council (IEDC) is a nonprofit, non-partisan membership organization designed for economic developers. The Department of Economic & International Development applied and was selected to be part of a cohort of cities that will be working over a one-year period to develop an Equity Action Plan. The purpose of this project is for IEDC to assist the City in creating a fully developed Equity Action Plan by December 31, 2022. This Equity Action Plan will serve as a recommendation for the City to implement and address the community's needs and strategies designed to advance equitable economic growth and close the wealth gap in communities of color.

With support from The Rockefeller Foundation, IEDC will produce the playbook and offer technical assistance. The Equitable Economic Development Playbook kicks off a multi-year project culminating in a toolkit publication and on-the-ground technical assistance for communities to work on Equity Action Plans.

The City will communicate and interview with IEDC to help them identify and select a technical assistance team that will support the Equity Action Plan development and project needs throughout the year-long agreement period. The City will participate in quarterly peer meetings and check ins with IEDC staff, engage in IEDC's Racism and Economic Development committee calls, and coordinate a site visit for the technical assistance team to interview and connect with local stakeholders. Additionally, the City will partake in the closing convening in January 2023. Upon completion of the year-long engagement, the City will take part in two final virtual check-ins by February 1, 2024.

Revised 04/09/2021

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 anddescription of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? **_X_ YES** **___ NO**

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

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

DEPARTMENT HEAD: Elizabeth Triggs

Elizabeth Triggs, Interim Director

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

Revised 04/09/2021

RESOLUTION

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

That the City Manager be authorized to execute a Memorandum of Understanding with the International Economic Development Council, to provide support to the of IEDC's Equity Communities Cohort to create an Equity Action Plan in accordance with the terms and conditions of the MOU and Council's authorization.

PASSED and APPROVED this the ___ day of February 2022.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs

Elizabeth K. Triggs
Interim Director, Economic &
International Development Dept.

INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between
The International Economic Development Council
and
The City of El Paso, Texas

This memorandum of understanding ("MOU") is entered into this _____day of February, 2022 by and between the International Economic Development Council (hereinafter referred to as "IEDC"), with offices located at 1275 K Street NW, Suite 300, Washington, DC 20005, and the City of El Paso (hereinafter referred to as the "City") with offices located at 300 Campbell, El Paso, TX 79901. IEDC, a nonprofit, tax-exempt organization, exists under the laws of the State of Wisconsin with offices in the District of Columbia.

The parties agree as follows:

I. Purpose

This agreement is part of IEDC's Equity Communities Cohort, of which the City of El Paso forms a part. The purpose of this project is for IEDC to assist the organization in creating an Equity Action plan.

II. Background

This MOU outlines the activities intended to accelerate the success of the collaborative project of IEDC's Equity Communities Cohort. The above goals including the creation of the City's Equity Action plan will be supported by undertaking the following activities:

1) IEDC will provide the following support to the City:

- Cover costs for one attendee at the Equity Communities Cohort Orientation, January 29-30,2022 - providing $800 stipend to include the following uses: for round-trip flight, inclusive of $500 per flight, $70 per diem for three days and $90 for local transport; and reserving and paying for one hotel room for three nights on behalf of the organization.
- Identify and select a volunteer technical assistance team ("the Volunteer Team") based on organization's and community's needs
- Conduct research and draft a background brief, based in part on resources from the organization, to be shared with the Volunteer Team prior to their visit
- Set up briefing call(s) between the Volunteer Team and the organization

- Work with the organization to organize the site visit, including identification of appropriate local and regional stakeholders and develop an agenda
- Provide a brief with recommendations for the community's Equity Action plan, in cooperation with the Volunteer Team, based on findings during the site visit and supplemented with best practices
- Arrange and reimburse the volunteers for food, lodging and travel costs
- Coordinate quarterly peer meetings for all organizations selected
- Coordinate quarterly check-ins between IEDC and the organization
- Coordinate a closing convening in January 2023 for all selected organizations
- Coordinate two check-ins after the end of the year long engagement, around the 6-month and 12-month mark

3) City agrees to provide the following support to the project:

- Identify one staff person to be the lead for their organization
- Attend the Equity Communities Cohort Orientation on January 29-30, 2022
- Communicate with and interview with IEDC staff
- Participate as needed in briefing and coordination call(s) with the Volunteer Team and IEDC beyond the quarterly virtual check-ins to arrange planning and logistics related to technical assistance and other components of the program
- Assist IEDC with the necessary materials for background brief
- Schedule interviews and invite participants to interviews and stakeholder meetings
- Provide meeting locations for interviews and stakeholder meetings
- Draft an Equity Action Plan, that incorporates the recommendations from the Volunteer Team
- Complete an evaluation form following the site visit
- Participate in quarterly virtual peer meetings
- Participate in quarterly virtual check ins with IEDC staff
- Participate in IEDC's Racism and Economic Development committee calls
- Participate in closing convening in January 2023
- Participate in two check-ins after the end of the one-year term at or near the 6-month and 12-month mark, no later than February 1, 2024.

III. Deliverables

IEDC will provide:

- Baseline data report from EMSI Burning Glass during the orientation
- Background brief on the community 2 weeks prior to the visit
- A brief with recommendations for the community's Equity Action plan after the site visit, no later than 1-2 months after the visit

City of El Paso will provide:

- A fully developed Equity Action Plan by December 31, 2022
- Content that will be incorporated into IEDC's revised Playbook and other distribution platforms, e.g. sample best practices and lessons learned. IEDC will have the right to

use all content created as part of the product, including the rights to publish and allow others to use content, and will give attribution to content created specifically for or principally by the City, such as its Equity Action Plan. The City will have a non-exclusive right to use content created specifically for or principally by the City, such as its Equity Action Plan, but may not authorize other uses.

IV. Time Frame

This MOU is intended to be for a term of approximately 1 year to commence on or about January 1, 2022 and terminate in or about February, 2023.

V. Modification of MOU

Neither party may assign the agreement to other entities either in part or in whole unless written consent is given by both parties and the agreement is formally amended. This MOU may be modified in writing to be attached to and incorporated into this MOU by mutual consent of authorized officials from the City and/or IEDC.

VI. Cooperation in Good Faith

In addition to the Deliverables listed above, both organizations agree to share progress in a written report or collaborate on reports on a case-by- case basis as required by the business circumstances. Both parties shall cooperate with the other and all other parties in carrying out the work encompassed in this agreement. Both parties shall execute and deliver to the other party necessary and relevant documents as needed within a reasonable time.

VII. Indemnification

A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.

B. Each party must handle any claims resulting from their actions in this Agreement.

C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

D. The City acknowledges that the members of Volunteer Team, individually and collectively, will not be representatives of IEDC for purposes of this Indemnification provision and will be independent actors.

VIII. GENERAL PROVISIONS.

A. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending

a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: Director - Economic and International Development Department P. O. Box 1890 El Paso, Texas 79950-1890
To the IEDC:	_____ Attn: _____ _____ _____

B. GOVERNING LAW. This Agreement is governed by the laws of the District of Columbia.

C. VENUE. The venue for disputes regarding this Agreement between the parties will be the District of Columbia.

D. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

E. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

F. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

[***SIGNATURES BEGIN ON THE FOLLOWING PAGE***]

G. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

CITY:
City of El Paso, Texas

Elizabeth Triggs

Elizabeth Triggs, Interim Director
City of El Paso Economic & International Development 123 W. Mills Ste. 111
El Paso, TX , 79901

Date: 1 / 24 / 22

Tomas G. Gonzalez, City Manager
City of El Paso Development
P. O. Box 1890
El Paso, Texas 79950-1890

Date: _____/_____/_____

IEDC:
International Economic Development Council

Juanita F. Clogston, Ph.D.

Vice President, Knowledge Management and Development
International Economic Development Council
1275 K Street, NW
Suite 300 Washington, DC 20005

Date: 1 / 24 / 2022

Equity Communities Cohort Participation

International Economic Development Council

Mirella Tamayo Craigo
Economic & International Development Department

February 1, 2022

Strategic Goal 1

Cultivate an Environment Conducive to Strong, Sustainable Economic Development

Small Business Resiliency Through Equity, Diversity & Inclusion

What We Are Requesting

That the City Manager be authorized to execute a Memorandum of Understanding with the International Economic Development Council (IEDC), to provide support to IEDC's Equity Communities Cohort to create an Equity Action Plan in accordance with the terms and conditions of the MOU and Council's authorization.

Small Business Economic Recovery Initiatives

- Aspen Institute Latinos & Society's: City Learning & Action Lab (June 2021)
- National League of Cities – Working with Community Development Financial Institutions (CDFI) November 2021

  City of El Paso Access to Capital
  LiftFund, PeopleFund, El Paso Collaborative, Small Business Development Center & Pioneers 21
  Virtual Events | English: March 3, 9:00am | Spanish: March 3, 2:00pm

- *International Economic Development Council: Equity Action Plan (February 2022)*

Background

- Based in Washington D.C., the International Economic Development Council (IEDC) is a nonprofit, non-partisan membership organization designed for economic developers.
- Equities Communities was developed in response to t Race & Justice Movement from the summer of 2020
- City of El Paso's Economic & International Developme applied October 2021 and was selected to participate in IEDC's Equity Communities Cohort.

INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL

IEDC City Selection Process

- **The City of El Paso was 1 of 5 cities chosen out of 45 applicants**
- Selected based off our community's diverse demographics and geographic location
  - Binational region/Border city
  - Minority-dominant population – 84% Hispanic
  - Room for growth in equitable economic development practices

Consistent City Recognition & Participation

- The City of El Paso was also selected as 1 of 14 cities to participate in Bloomberg Philanthropies' Innovation Training
- Partnership with Stanford University's d.school led El Paso to be first organization to pilot virtual workshop.
- Led to the City of El Paso being selected as one of first local governments to participate in Stanford's d.leadership program.
- City of El Paso invited to participate in the National League of Cities' (NLC) City Innovation Ecosystems program.

Equity Action Plan

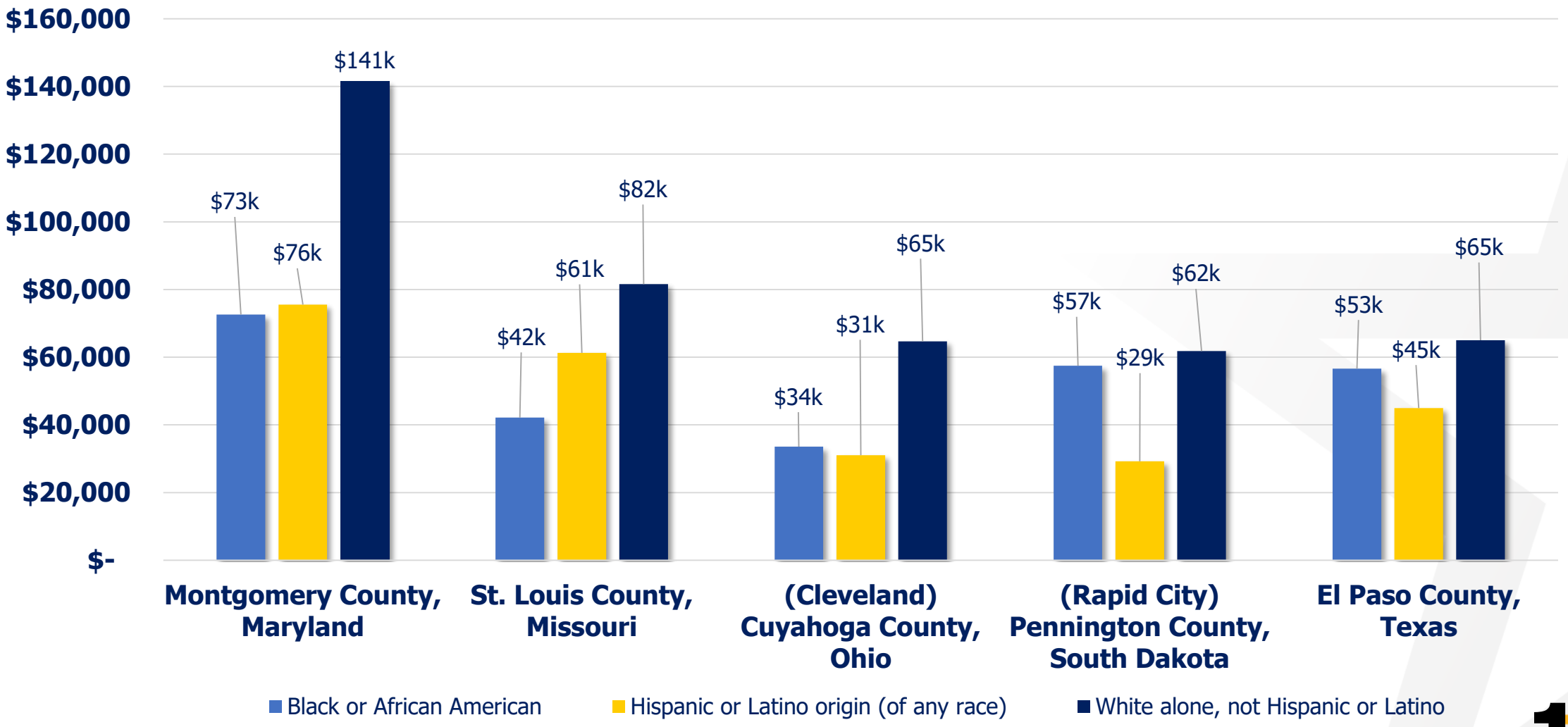
- El Paso will be part of the first Equity Communities cohort
- Participating communities will work with IEDC and subject matter experts for one year to create an individualized Equity Action Plan *based on local needs and challenges*
- IEDC will provide technical assistance to promote equitable practices and standards.
- Communities will engage in peer activities to share experiences and best practices, and become members of IEDC's Racism and Economic Development (RED) Committee

Rockefeller Foundation
Innovation for the Next 100 Years

Equity Communities Cohort Cities

- El Paso, TX
- St. Louis, MO
- Rapid City, SD
- Cleveland, OH
- Montgomery County, MD

Median Income by County & Race (2019)



Source: US Census

City of El Paso
Project Commitments

- Coordinate a site visit for the designated technical assistance team to meet and interview local stakeholders
- Participate in RED committee calls
- Submit a fully developed Equity Action Plan by December 31, 2022
- Partake in the closing convening in January 2023 and in two final virtual check-ins by February 1, 2024

Next Step

City Manager be authorized to execute the MOU the International Economic Development Council (IEDC), to provide support to IEDC's Equity Communities Cohort to create an Equity Action Plan

Thank You.

TAMOS
resa
CAR TITLES $ LOANS
PRESTAMOS LOANS
the Tap
Restaurant Fine Food
The Tap LOUNGE AND RESTAURANT
408 E. SAN ANTONIO ST.
EST. 1956
ROYAL CHINESE RESTAURANT
ROYAL

File #: 22-96, **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
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.

Discussion and action on the award of Task Order #1V-1 Fire Station 20 (FS 20) Bay Addition for Solicitation 2021-0811 Job Order Contracting and Facilitates Construction to Veliz Company, LLC for a total estimated award of $548,934.46.

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

AGENDA DATE: February 1, 2022

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
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,

(915) 212-1218

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

Discussion and action on the award of Task Order #1V-1 Fire Station 20 (FS 20) Bay Addition for solicitation 2021-0811 Job Order Contracting and Facilitates Construction to Veliz Company, LLC for a total estimated award of $548,934.46

BACKGROUND / DISCUSSION:

On July 20, 2021 Council approved the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Work under these contracts is performed via task orders with task orders exceeding **FIVE HUNDERED THOUSAND DOLLARS (**$500,000) requiring Council approval. The task order for the apparatus bay addition at FS 20 exceeds $500,000 and therefore requires Council approval.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

July 20, 2021 approve the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Each contract has an initial term of two (2) years for an estimated amount of $4,000,000.00. Each contract also includes three (3), one (1) year options for an estimated amount of $6,000,000.00. The length of each contract including the initial term plus options is five (5) years for an estimated contract amount of $10,000,000.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: $548,934.46
Funding Source: 2019 Public Safety Bond
Account: 190 – 4820 – 29090 – 580270 – PCP21FS20RENOV3

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Fire Department

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

DEPARTMENT HEAD:

Jerry DeMuro/for

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

1247

CITY OF EL PASO TASK ORDER

CONSTRUCTION CHANGE ORDER NO.: 1V-1 **DATE:** January 12, 2022 [ ] SCOPE CHANGE

PROJECT: Job Order Contracting & Facilities Construction **SOLICITATION #** 2021-0811V [X] CONSTRUCTION CHANGE

Fire Station 20 Bay Addition **Task #1**

Original Contract Amount:	$ 548,934.46	Contract Time to Subtantial Completion	0
Net Change by previous Change Orders:	$ -	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:	$ -	New Contract Time to Substantial Completion:	0
New Amended Contract Amount:	$548,934.46	Current Substantial Completion Due Date	8/10/2022
Change Order Percentage:	0.00%		

CONTRACTOR NAME: Veliz Company, LLC **Funding Source** Public Safety Bond

Please provide a detailed scope of work of the change order (see back for reason/justification):

Task order #1 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2021-0811 dated August 3, 2021. This task order does not change the overall contract. The task order will be issued for the Scope of Work listed below in the attachments.

Builders Risk insurance is required for this task order.

A seperate Notice to Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

Attachments: Scope of Work, Fire Station 20 Bay Addition Plans dated 7/26/2021. Techincal Specifications Dated 7/26/2021.

Agreed Upon Proposal for Task #1: $548,934.46

Time: 130 consecutive Calendar Days for substantial completion, 30 additional days for Final Completion for a total of One Hundred (160) calendar days

Unless specifically noted this change order addresses all compensation of time and money, including direct and indirect cost associated with the above described scope of work

CALENDAR DAYS ADDED TO COMPLETION TIME: 0 ***TOTAL CHANGE ORDER AMOUNT:** $ -

***Change Order will not change overall Contract Amount**

CONTRACTOR: Veliz Company, LLC

I, Omar Veliz, of Veliz Company, LLC agree and accept the terms and conditions of this change order.

Signature: Date: 01/19/22

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: 1-20-2022

Sam Rodriguez, P.E.

CITY OF EL PASO TASK ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 1V-1 **DATE:** January 12, 2022

0	SCOPE CHANGE
X	CONSTRUCTION CHANGE

PROJECT: Job Order Contracting & Facilities Construction **SOLICITATION #** 2021-0811V

Purchase Order No. 2200000000

AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PURCHASE ORDER:

LINE	ADDED AMOUNT
0	$0.00

TOTAL NET CHANGE TO PURCHASE ORDER

$0.00

(should match cost below)

Additional funding/direction:

Reason/Justification for Change Order:

Task order to incorporate the Fire Station 20 Bay Addition Drawings and Specifications into the 2021-0811 Job Order Contratcting & Facilities Construction. The change will not change the overall contract amount.

Cost was justified by comparing the contractors proposal to an independent Cost estimated provided by designer of record In-Situ Architecs generated on 8/6/2021

Time: The time for the task order #1 shall be a total of 160 consecutive calendar days. 130 consecutive calandar days to substantial completion and 30 consecutive calendar days to final completion. Time was justified by comparison to similar renovations of similar scope.

Project Manager recommends approval: _____

Engineering Division Manager recommends approval: Gilbert Guerrero 1/19/2022

Fire Station #20 Bay Addition

Solicitation No: 2021-0811
February 1, 2022

<u>Strategic Plan Goal</u>:
2) Set the standard for a safe and secure city
2.3) Increase public safety operational efficiency

Project Details

Location:	8301 Edgemere
District(s):	3
Construction Budget:	$548,934.46
Funding Source:	2019 Safety Bond
Project Benefits to the Community:	New bay will provide space for a larger apparatus which will reduce emergency response time to the surrounding community
Background:	Based on approval of contract 2021-0811, any task orders exceeding Five Hundred Thousand Dollars ($500,000) require Council approval. The task order for the apparatus bay addition at FS 20 exceeds $500,000 and therefore requires Council approval.

Project Location

3

- 8301 Edgemere

4 Existing Conditions

5 Scope of Work

The fire station 20 bay addition will consist of a 880 square foot addition with the amenities listed below:

- Demolition of existing canopy
- New indoor bay
- Heating and cooling
- Reinforced concrete floor
- Plymovent vehicle exhaust system
- New roof

Procurement Summary

- Task #1 under the Job Order Contracting & Facilities Construction Contract, 2021-0811
  - Recommendation
    - To award the construction contract to Veliz Company, LLC in the amount of $548,934.46
  - Construction Schedule
    - Start: March/ 2022
    - End: September/ 2022

Mission

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

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

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

Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

File #: 22-123, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

AGENDA LANGUAGE:

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

Discussion and action on a request from Florence Cattle Group LLC for City Council to grant an exception from the prohibition of the sale of alcohol beverages within three hundred feet of a public or private school for a restaurant and grocery/meat market requesting to sell beer and wine, for the property located at 6415 N. Mesa, and legally described as Tract 28-B, Tract 30C, Tract 28B1A, and Tract 30C1A, A.F. Miller Survey 214, Abstract 3598, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: Planning and Inspections Department, Planning Division

AGENDA DATE: February 1, 2022

PUBLIC HEARING DATE: February 1, 2022

CONTACT PERSON NAME AND PHONE NUMBER:
Philip Etiwe, (915) 212-1553, etiwepf@elpasotexas.gov
Raul Garcia, (915) 212-1643, garciar1@elpasotexas.gov

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:
Discussion and action on a request from Florence Cattle Group LLC for City Council to grant an exception from the prohibition of the sale of alcohol beverages within three hundred feet of a public or private school for a restaurant and grocery/meat market requesting to sell beer and wine, for the property located at 6415 N. Mesa, and legally described as Tract 28-B, Tract 30C, Tract 28B1A, and Tract 30C1A, A.F. Miller Survey 214, Abstract 3598, City of El Paso, El Paso County, Texas. **(District 8)**

BACKGROUND / DISCUSSION:
N/A.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Philip F. Etiwe, Director
Planning and Inspection Department

MOTION

Motion made and second by City Council to grant an exception from the prohibition of the sale of alcoholic beverages within 300 feet of a public or private school requested from Florence Cattle Group LLC, owner of Tuscan Premium Meats, for the property located at 6415 N. Mesa, and legally described as Tract 28-B, Tract 30C, Tract 28B1A, and Tract 30C1A, A.F. Miller Survey 214, Abstract 3598, City of El Paso, El Paso County, Texas.

City Council grants this exception after notice and public hearing and makes the following determination that the enforcement of the prohibition in this particular instance:

1. Is not in the best interest of the public;
2. Constitutes waste or the inefficient use of land or other resources;
3. Creates an undue hardship on an applicant;
4. Does not serve its intended purpose;
5. Is not effective or necessary; or
6. After consideration of the healthy, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

APPROVED on this _____ day of _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning & Inspections Department

Planning and Inspections

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

MEMORANDUM

TO: The Honorable Mayor and Council
Tommy Gonzalez, City Manager

FROM: Raul Garcia, Planning Program Manager

DATE: January 25, 2022

RE: **Appeal of Prohibition of Sale of Alcoholic Beverages – 6415 N. Mesa**

Florence Cattle Group LLC, owner of Tuscan Premium Meats, applied to the City for an alcoholic beverage license and was denied because the proposed location at 6415 N. Mesa is within 300 feet of Putnam Elementary School (actual distance is approximately 75 feet).

The Planning Division determined that:

- The subject property is located within 300 feet of a public or private school; and,
- The location does not qualify for the license under any "grandfathering" provisions in the El Paso City Code.

The applicant was informed the El Paso City Code prohibits the sale, storage or handling of alcoholic beverages for the purpose of sale in any zoning district where the place of business is located within three hundred feet of a church, public or private school, public hospital, day-care center or child-care facility, however, this section shall not apply where the applicant has approval in writing from the affected church, public or private school, public hospital, day-care center or child-care facility. The applicant was unable to obtain approval in writing from the school.

The applicant was informed the El Paso City Code allows an exception to be granted by City Council from the prohibition of the sale of alcoholic beverages within 300 feet of a church, school, commercial day care or public hospital after making certain

Philip F. Etiwe, Director
Planning and Inspections Department | 801 Texas Ave. | El Paso, TX 79901
Office: (915) 212-0104 | FAX: (915) 212-0084

MAYOR
Oscar Leeser

CITY COUNCIL

District 1
Peter Svarzbein

District 2
Alexsandra Annello

District 3
Cassandra Hernandez

District 4
Joe Molinar

District 5
Isabel Salcido

District 6
Claudia L. Rodriguez

District 7
Henry Rivera

District 8
Cissy Lizarraga

CITY MANAGER
Tommy Gonzalez

determinations listed in Title 20, *Zoning*; Section 20.10 *Supplemental Use Regulations*; Subsection 20.10.060.B.7 *Alcoholic beverages*:

The city council may grant an exception from prohibition of the sale of alcoholic beverages within three hundred feet of a church, school, commercial day car or public hospital after notice and public hearing if the council determines that the enforcement of the prohibition in a particular instance:

a. Is not in the best interest of the public;
b. Constitutes waste or the inefficient use of land or other resources;
c. Creates an undue hardship on an applicant;
d. Does not serve its intended purpose;
e. Is not effective or necessary; or
f. *For any other reason the city council, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community*.

The subject property is within 300 feet of a public or private school; there are no other day-care centers, child-care facilities, churches, public or private schools, or public hospitals within 300 feet of the subject property.

The distance between the place of business where alcoholic beverages are sold and a school shall be measured in direct line from the property line of the school to the property line of the place of business, and in a direct line across intersections.

Philip F. Etiwe, Director
Planning and Inspections Department | 801 Texas Ave. | El Paso, TX 79901
Office: (915) 212-0104 | FAX: (915) 212-0084

PUBLIC SCHOOL
SUBJECT PROPERTY
PALO VERDE
FOUNTAIN
MAGUEY
CAMILLE
MESA
RIO FLOR
DE LEON
SPANA

File #: 22-121, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action that the Mayor of the City of El Paso, Texas be authorized to sign Resolutions of Support and/or Resolutions of No Objection for the following 2022 9% Regional Competitive Low Income Housing Tax Credit (LIHTC) applications:

- Alameda Palms II, located at 140 S. Americas Ave., El Paso, Texas 79907, proposed by Alameda Palms II, LTD/Tropicana Building II, LLC;
- Ridgestone Seniors, located at 11040 Montana Ave, El Paso, TX 79936, proposed by Ridgestone Seniors, Ltd./Investment Builders, Inc.;
- Sunset Vista Seniors, located at 1333 Pullman Dr., El Paso, TX 79936, proposed by Sunset Vista Seniors, Ltd./Investment Builders, Inc.;
- Villas at Augusta, located at the southwest corner of Augusta Dr. and N Zaragoza Rd, El Paso, TX 79938, proposed by Villas at Augusta, Ltd./Investment Builders, Inc.

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

AGENDA DATE: February 1, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, Chief Resilience Officer, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: Goal 8.2 – Stabilize neighborhoods through community, housing and ADA improvements

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 that the Mayor of the City of El Paso, Texas be authorized to sign Resolutions of Support and/or Resolutions of No Objection for the following 2022 9% Regional Competitive Low Income Housing Tax Credit (LIHTC) applications:

- Alameda Palms II, located at 140 S. Americas Ave., El Paso, Texas 79907, proposed by Alameda Palms II, LTD/Tropicana Building II, LLC;
- Ridgestone Seniors, located at 11040 Montana Ave, El Paso, TX 79936, proposed by Ridgestone Seniors, Ltd./Investment Builders, Inc.;
- Sunset Vista Seniors, located at 1333 Pullman Dr., El Paso, TX 79936, proposed by Sunset Vista Seniors, Ltd./Investment Builders, Inc.;
- Villas at Augusta, located at the southwest corner of Augusta Dr. and N Zaragoza Rd, El Paso, TX 79938, proposed by Villas at Augusta, Ltd./Investment Builders, Inc.

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 City of El Paso received four requests for resolutions of support for 9% Low Income Housing Tax Credit applications. Staff recommends issuing no resolutions of support, nor resolutions of no objection, for any of the four proposals as they do not align with the priorities of the City as expressed in the Local Support Evaluation Criteria, approved by City Council on 10/15/2019.

Summary of proposals for which resolutions of support are requested (in alphabetical order):

Alameda Palms II
Applicant/Developer: Alameda Palms II, Ltd./Tropicana Building II, LLC
Project type: New Construction
Location: District 6 – 140 S. Americas Ave., 79907
# of affordable units: 40 (24 units at 60% AMI, 12 units at 50% AMI, 4 units at 30% AMI)

Ridgestone Seniors
Applicant/Developer: Ridgestone Seniors, Ltd./Investment Builders, Inc.
Project Type: New Construction
Location: District 5 – 11040 Montana Ave., 79936
# of affordable units: 40 (28 units at 60% AMI, 8 units at 50% AMI, 4 units at 30% AMI)

Sunset Vista Seniors
Applicant/Developer: Sunset Vista Seniors, Ltd./Investment Builders, Inc.
Project Type: New Construction
Location: District 6 – 1333 Pullman Dr., 79936
# of affordable units: 40 (28 units at 60% AMI, 8 units at 50% AMI, 4 units at 30% AMI)

Villas at Augusta
Applicant/Developer: Villas at Augusta, Ltd./Investment Builders, Inc.
Project Type: New Construction
Location: District 5 – SWC of Augusta Dr. and N. Zaragoza Rd, 79938
# of affordable units: 70 (49 units at 60% AMI, 14 units at 50% AMI, 7 units at 30% AMI)

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
N/A

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? __X_ YES ___NO

PRIMARY DEPARTMENT: Department of Community + Human Development (DCHD)
SECONDARY DEPARTMENT: Permits and Inspections, Economic Development

---

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

DEPARTMENT HEAD:

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

Revised 04/09/2021

RESOLUTION

WHEREAS, Ridgestone Seniors, Ltd./Investment Builders, Inc. has proposed a development for 40 affordable rental housing units at 11040 Montana Ave, El Paso, TX 79936, named Ridgestone Seniors, in the City of El Paso, Texas; and

WHEREAS, Ridgestone Seniors, Ltd./Investment Builders, Inc. has committed to execute a Land Use Restriction Agreement requiring a minimum 45-year affordability period for those units at 11040 Montana Ave, El Paso, TX 79936, named Ridgestone Seniors, in the City of El Paso, Texas; and

WHEREAS, Ridgestone Seniors, Ltd./Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 9% Housing Tax Credits for Ridgestone Seniors.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Ridgestone Seniors** development located at 11040 Montana Ave, El Paso, TX 79936 (TDHCA Application number 22140) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 1, 2022.

2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicole M. Ferrini
Chief Resilience Officer

RESOLUTION

WHEREAS, Sunset Vista Seniors, Ltd./Investment Builders, Inc. has proposed a development for 40 affordable rental housing units at 1333 Pullman Dr, El Paso, TX 79936, named Sunset Vista Seniors, in the City of El Paso, Texas; and

WHEREAS, Sunset Vista Seniors, Ltd./Investment Builders, Inc. has committed to execute a Land Use Restriction Agreement requiring a minimum 45-year affordability period for those units at 1333 Pullman Dr, El Paso, TX 79936, named Sunset Vista Seniors, in the City of El Paso, Texas; and

WHEREAS, Sunset Vista Seniors, Ltd./Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 9% Housing Tax Credits for Sunset Vista Seniors.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Sunset Vista Seniors** development located at 1333 Pullman Dr, El Paso, TX 79936 (TDHCA Application number 22124) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 1, 2022.

2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicole M. Ferrini
Chief Resilience Officer

RESOLUTION

WHEREAS, Villas at Augusta, Ltd./Investment Builders, Inc. has proposed a development for 70 affordable rental housing units at the SWC of Augusta Dr and N Zaragoza Rd, El Paso, TX 79938, named Villas at Augusta, in the City of El Paso, Texas; and

WHEREAS, Villas at Augusta, Ltd./Investment Builders, Inc. has committed to execute a Land Use Restriction Agreement requiring a minimum 45-year affordability period for those units at the SWC of Augusta Dr and N Zaragoza Rd, El Paso, TX 79938, named Villas at Augusta, in the City of El Paso, Texas; and

WHEREAS, Villas at Augusta, Ltd./Investment Builders, Inc. has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 9% Housing Tax Credits for Villas at Augusta.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Villas at Augusta** development located at the SWC of Augusta Dr and N Zaragoza Rd, El Paso, TX 79938 (TDHCA Application number 22123) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 1, 2022.

2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicole M. Ferrini
Chief Resilience Officer

RESOLUTION

WHEREAS, Alameda Palms II, LTD/Tropicana Building II, LLC has proposed a development for 40 affordable rental housing units at 140 S. Americas Ave, El Paso, TX 79907, named Alameda Palms II, in the City of El Paso, Texas; and

WHEREAS, Alameda Palms II, LTD/Tropicana Building II, LLC has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 2022 Competitive 9% Housing Tax Credits for Alameda Palms II.

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

1. That the City of El Paso, Texas, acting through its governing body, hereby confirms that it has **no objection** to the proposed **Alameda Palms II** development located at 140 S. Americas Ave, El Paso, TX, 79907 (TDHCA Application number 22192) and that this formal action has been taken to put on record the opinion expressed by the City of El Paso, Texas on February 1, 2022.

2. That for and on behalf of the Governing Body, Laura Prine, City Clerk, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicole M. Ferrini
Chief Resilience Officer

Clear Entire Form

2022 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for support resolution for the Texas Dept. of Housing and Community Affairs as part of the 2022 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- ***The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Friday, November 5, 2021 by 5:00 pm (MST)***

SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Alameda Palms II, LTD/Tropicana Building II, LLC
2. Contact Person: R.L. Bowling, IV
3. Applicant Address: 2505 E. Missouri Ave. Suite 300

   Phone: 915-821-3550 E-Mail: bbowling4@tropicanahomes.com
4. Name of Proposed Development: Alameda Palms II
5. Proposed Development Address/Location: 140 S. Americas Ave.
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive): 9% Regional Competitive

SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): $12,000,000
4. Cost per square foot: $71
5. Amount of tax credits being requested of TDHCA: $1,111,659
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	8	0	0	4	4	0
2 Bedroom	16	0	0	12	4	0
3 Bedroom	8	0	0	4	4	0
4 Bedroom	8	0	0	4	0	4
Totals	40	0	0	24	12	4

7. Is the proposed development site properly zoned for proposed development? Yes ☑ No ☐

   a. Current Zoning: C-3

8. Are property taxes current for the site? Yes ☑ No ☐

   If yes, provide a copy of current property tax receipt, or print-out from:

   https://actweb.acttax.com/act_webdev/elpaso/index.jsp Submit as Attachment B-8.

9. Is the property located in a flood zone? Yes ☐ No ☑

10. Submit location map showing the project site. Submit as Attachment B-10.

11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: $ 0

   Or, total amount of requested fee waiver from the City of El Paso: $ 0

2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):

Acquisition:	$ 700,000
Design/Soft Costs:	$ 2,300,000
New Construction of Housing Units:	$ 9,000,000
Rehabilitation/Conversion of Housing Units:	$ 0
Funds from other sources:	$ 0
Total Project Cost:	$ 12,000,000

3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):

   How many of the existing dwelling units are occupied? NA Vacant? NA

   If completely vacant, how long has the property been vacant? NA

   Are any of the units owner-occupied? NA

   Will Temporary or permanent relocation be required? NA

4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than $200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.

   Do you agree to meet or exceed the Section 3 requirements noted above? Yes ☐ No ☑

5. Submit the following financial documents (for those requesting HOME/CDBG funds):

   a. Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.

   b. Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):

a. Copy of Relocation Plan. Submit as Attachment C-6.a.

b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.

c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

Please note: *Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.*

SECTION D. CERTIFICATIONS

RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 5, 2021 BY 5:00 PM (MST).

Submittals received after 5:00 pm on November ~~5~~ 19th, 2021 MST will not be considered for support.

Applications must be submitted by emailing a link to your application contained within a file sharing service. Please notify DCHD staff by emailing **housingprograms@elpasotexas.gov** that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the waiver for electronic submission.

4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required): R. L. Bowling IV

Printed Name/Title: R. L. Bowling IV

Date: 11/12/21

FOR STAFF USE ONLY: Received by: _____ **Date:** _____

Review for Completeness by: _____

Eva Davalos

From: Weber, Mark C. <WeberMC@elpasotexas.gov>
Sent: Friday, October 29, 2021 3:01 PM
Cc: Gutierrez, Abraham
Subject: RE: 2022 LIHTC Request for Municipal Support

Hello Affordable Housing Developers,
The Department of Community + Human Development is extending the deadline for submittal of Requests for Municipal Support for 2022 9% LIHTC proposals to November 19th, 2021 at 5:00 pm (MST). This extension allows for the QAP to be finalized and any necessary changes to be made to requests prior to submittal.
See the email below for a link to required documents for request submittals.
Please let me know if you have any questions.

Mark Weber
Community Development Program Manager
Community + Human Development
City of El Paso
915.212.1682

elpasotexas.gov

From: Weber, Mark C.
Sent: Monday, September 27, 2021 3:55 PM
Cc: Gutierrez, Abraham <GutierrezAX@elpasotexas.gov>
Subject: 2022 LIHTC Request for Municipal Support

Hello Affordable Housing Developers,
The City is prepared to take in and review Requests for Municipal Support for 2022 9% Low Income Housing Tax Credit (LIHTC) proposals for submittal to the Texas Department of Housing and Community Affairs (TDHCA). The due date for requests is Friday, November 5th, 2021 by 5:00 pm (MST). You may find the request form and attachments on our department's main webpage: https://www.elpasotexas.gov/community-and-human-development/

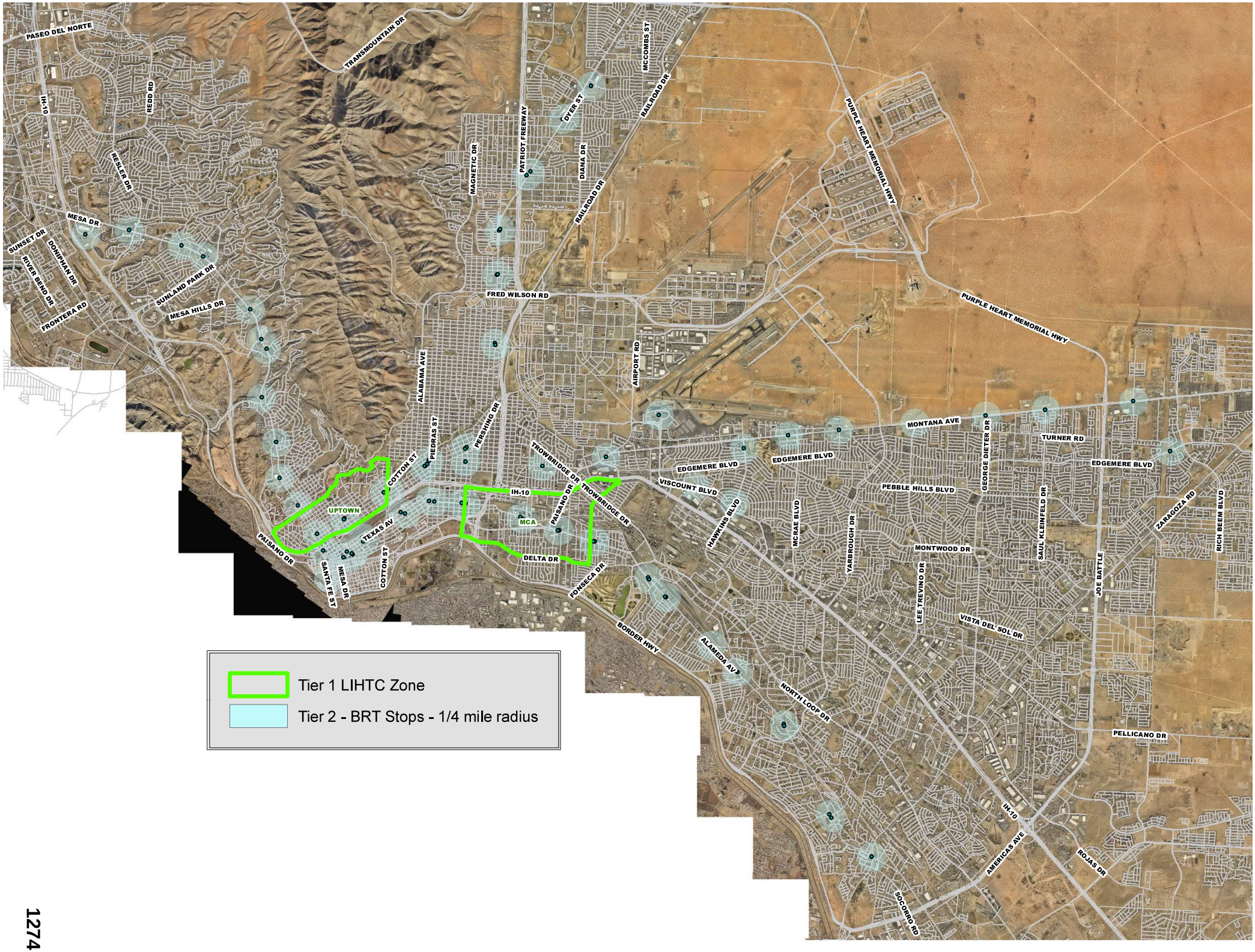
This form may also be used throughout the year to request a resolution of no objection for 4% LIHTC proposals. Those requests are taken on a rolling basis, and do not have a deadline.

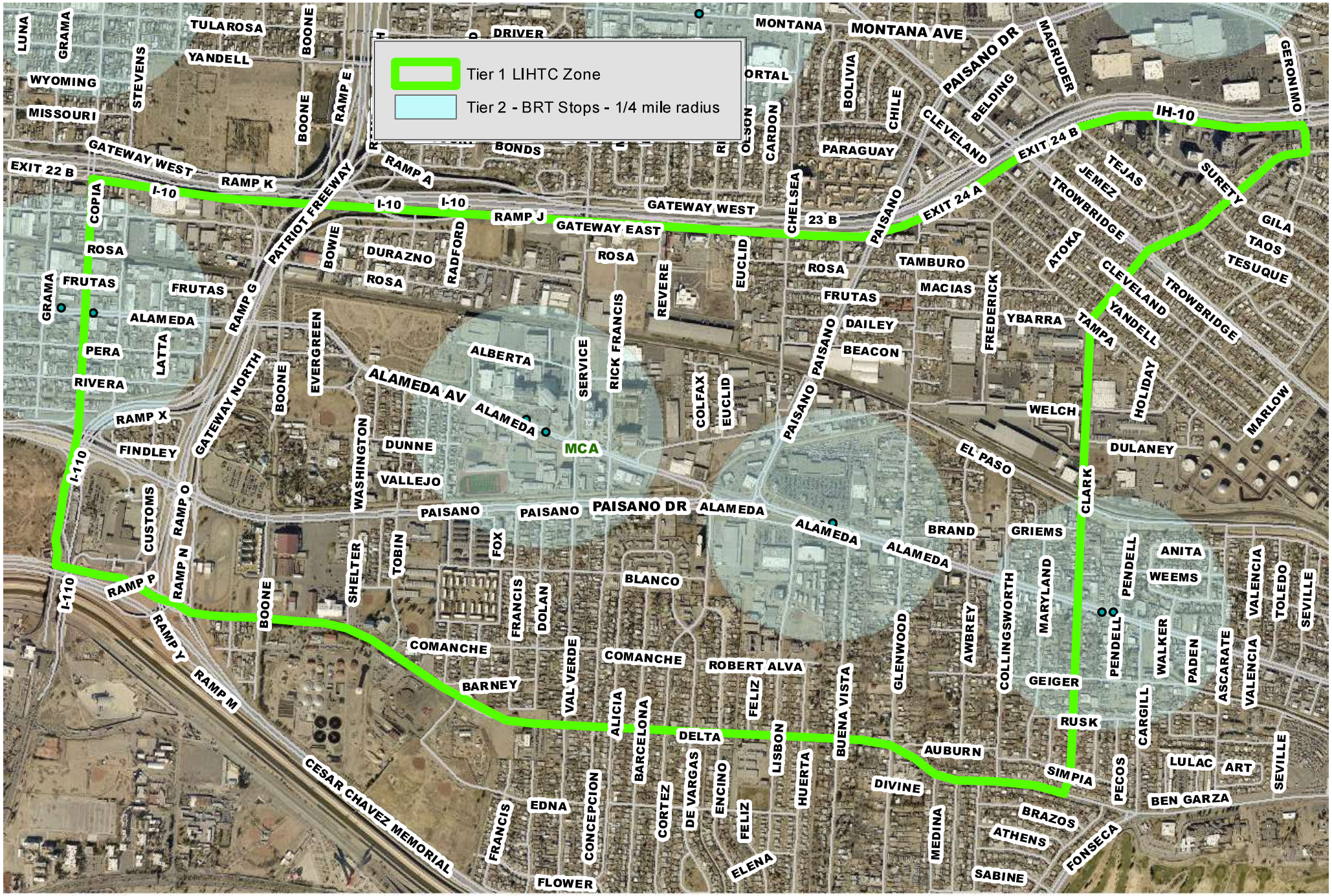
Please let me know if you have any questions.

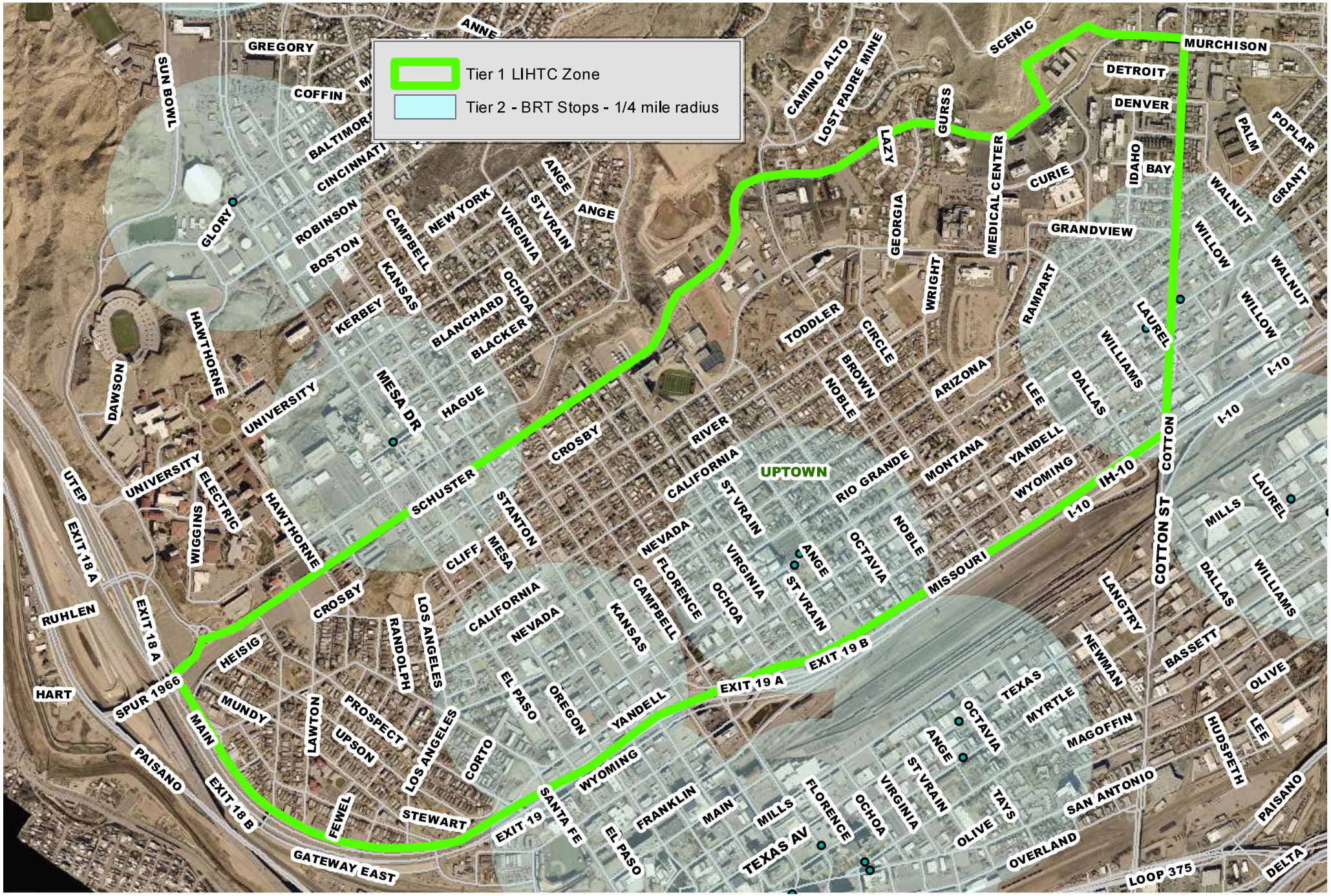
Best regards,

Mark Weber
Community Development Program Manager
Community + Human Development
City of El Paso
915.212.1682

elpasotexas.gov


PASEO DEL NORTE
TRANSMOUNTAIN DR
IH-10
REDD RD
RESLER DR
MESA DR
SUNSET DR
DONIPHAN DR
RIVER BEND DR
FRONTERA RD
SUNLAND PARK DR
MESA HILLS DR
MAGNETIC DR
PATRIOT FREEWAY
DYER ST
MCCOMBS ST
RAILROAD DR
DIANA DR
PURPLE HEART MEMORIAL HWY
FRED WILSON RD
AIRPORT RD
ALABAMA AVE
PIEDRAS ST
PERSHING DR
COTTON ST
UPTOWN
TEXAS AV
PAISANO DR
SANTA FE ST
MESA DR
COTTON ST
TROWBRIDGE DR
IH-10
MCA
PAISANO DR
TROWBRIDGE DR
DELTA DR
FONSECA DR
EDGEMERE BLVD
VISCOUNT BLVD
HAWKINS BLVD
MCRAE BLVD
YARBROUGH DR
LEE TREVINO DR
BORDER HWY
ALAMEDA AV
NORTH LOOP DR
MONTANA AVE
EDGEMERE BLVD
PEBBLE HILLS BLVD
MONTWOOD DR
VISTA DEL SOL DR
GEORGE DIETER DR
TURNER RD
EDGEMERE BLVD
SAUL KLEINFELD DR
JOE BATTLE
ZARAGOZA RD
RICH BEEM BLVD
PELLICANO DR
IH-10
AMERICAS AVE
ROJAS DR
SOCORRO RD
Tier 1 LIHTC Zone
Tier 2 - BRT Stops - 1/4 mile radius


Tier 1 LIHTC Zone
Tier 2 - BRT Stops - 1/4 mile radius
MONTANA
MONTANA AVE
PAISANO DR
MAGRUDER
GERONIMO
IH-10
EXIT 24 B
EXIT 24 A
TEJAS
JEMEZ
SURETY
TROWBRIDGE
GILA
TAOS
TESUQUE
ATOKA
CLEVELAND
YANDELL
TAMPA
HOLIDAY
MARLOW
DULANEY
WELCH
EL PASO
CLARK
GRIEMS
BRAND
ANITA
WEEMS
PENDELL
WALKER
PADEN
ASCARATE
VALENCIA
TOLEDO
SEVILLE
GEIGER
RUSK
CARGILL
LULAC
ART
SIMPIA
PECOS
BEN GARZA
BRAZOS
ATHENS
FONSECA
SABINE
AUBURN
DIVINE
MEDINA
COLLINGSWORTH
MARYLAND
AWBREY
GLENWOOD
BUENA VISTA
HUERTA
LISBON
FELIZ
ROBERT ALVA
DELTA
ELENA
ENCINO
DE VARGAS
CORTEZ
BARCELONA
ALICIA
COMANCHE
BARNEY
VAL VERDE
FRANCIS
DOLAN
BLANCO
FOX
TOBIN
SHELTER
WASHINGTON
VALLEJO
DUNNE
ALAMEDA AV
ALAMEDA
MCA
ALBERTA
SERVICE
RICK FRANCIS
REVERE
EUCLID
COLFAX
PAISANO
DAILEY
BEACON
FREDERICK
YBARRA
TAMBURO
MACIAS
FRUTAS
ROSA
CHELSEA
23 B
PARAGUAY
CARDON
OLSON
BOLIVIA
CHILE
BELDING
CLEVELAND
GATEWAY WEST
GATEWAY EAST
RAMP J
RAMP A
RAMP K
RAMP E
RAMP G
RAMP O
RAMP N
RAMP P
RAMP Y
RAMP M
RAMP X
RAMP O
RAMP N
RAMP P
RAMP Y
RAMP M
I-10
I-110
EXIT 22 B
GATEWAY WEST
GATEWAY NORTH
PATRIOT FREEWAY
CESAR CHAVEZ MEMORIAL
LUNA
GRAMA
TULAROSA
YANDELL
WYOMING
MISSOURI
STEVENS
BOONE
DRIVER
BONDS
COPIA
ROSA
FRUTAS
ALAMEDA
PERA
RIVERA
LATTA
FINDLEY
CUSTOMS
DURAZNO
RADFORD
BOWIE
EVERGREEN
FLOWER
EDNA
CONCEPCION
FRANCIS


Tier 1 LIHTC Zone
Tier 2 - BRT Stops - 1/4 mile radius
UPTOWN
GREGORY
COFFIN
BALTIMORE
CINCINNATI
ROBINSON
BOSTON
KERBEY
KANSAS
CAMPBELL
NEW YORK
VIRGINIA
ST VRAIN
ANGE
OCHOA
BLANCHARD
BLACKER
HAGUE
MESA DR
SCHUSTER
CROSBY
STANTON
CLIFF
MESA
CALIFORNIA
NEVADA
FLORENCE
OCTAVIA
NOBLE
RIO GRANDE
MONTANA
YANDELL
WYOMING
IH-10
I-10
MISSOURI
EXIT 19 A
EXIT 19 B
EXIT 19
SANTA FE
EL PASO
OREGON
YANDELL
WYOMING
FRANKLIN
MAIN
MILLS
TEXAS AV
FLORENCE
OCHOA
VIRGINIA
ST VRAIN
ANGE
OCTAVIA
TAYS
OLIVE
OVERLAND
SAN ANTONIO
MAGOFFIN
MYRTLE
TEXAS
NEWMAN
LANGTRY
BASSETT
OLIVE
HUDSPETH
LEE
PAISANO
DELTA
LOOP 375
COTTON ST
COTTON
MILLS
LAUREL
WILLIAMS
DALLAS
LEE
ARIZONA
BROWN
NOBLE
CIRCLE
TODDLER
RAMPART
GRANDVIEW
CURIE
IDAHO
BAY
DENVER
DETROIT
MURCHISON
SCENIC
GURSS
LAZY
GEORGIA
WRIGHT
MEDICAL CENTER
CAMINO ALTO
LOST PADRE MINE
PALM
POPLAR
GRANT
WALNUT
WILLOW
SUN BOWL
GLORY
HAWTHORNE
DAWSON
UNIVERSITY
ELECTRIC
WIGGINS
UTEP
EXIT 18 A
RUHLEN
HART
SPUR 1966
HEISIG
MUNDY
MAIN
PAISANO
EXIT 18 B
LAWTON
PROSPECT
UPSON
FEWEL
STEWART
LOS ANGELES
RANDOLPH
CORTO
GATEWAY EAST

2022 Low Income Housing Tax Credits

Request for City of El Paso Support

Alameda Palms II
40 Units

R.L. "BOBBY" BOWLING
President – Tropicana Building II
2505 E. Missouri Ave., Suite 300
El Paso, Texas 79903
PH: 915-821-3550 FAX: 915-821-3556
Bbowling4@tropicanahomes.com

Tropicana™ Building II

1. Maximize Affordable Housing units within the City of El Paso

Tropicana Building II Plans to use the 9% Housing Tax Credit to house low and very low income families. Tropicana anticipates requesting $1,111,659 in Housing Tax Credits from the Texas Department of Housing and Community Affairs. The total construction costs are anticipated to be approximately $11 million. The goal of the Housing Tax Credit Program is to bring private investment dollars in exchange for the tax credits to build low and moderate income housing. This development will bring over $11 million in private equity and debt from investors and lenders to build 40 low-income units. The development is well-served with amenities and features (including ample public transit opportunities) for the low- and moderate-income tenants. Recent hyper-inflation and supply-chain issues have caused cost to be much higher than in previous years.

Tropicana plans to build a low-income community serving 40 families. The target is working families making up to as high as $36,540 per year (depending on family size); however, the Tax Credit program mandates that we accept Section 8 HACEP voucher holders—most of whom are not employed. Of the low-income units, 10% of the units will target 30% AMFI, 20% of the units will target 50% AMFI, 70% of the units will target 60% AMFI

The majority of families that live in Tropicana's Housing Tax Credit program are working families. Over half our current tenants are single moms with two or three children. The next largest demographic currently served in our portfolio are young couples (21-35 years old) with three children. Elderly tenants are the 3rd largest demographic.

2. Support breaking the cycle of poverty and supporting upward mobility by either directly providing or facilitating availability of socials services

EDUCATION - Tropicana has partnered with the Texas Workforce Commission to offer **workforce** classes and **entrepreneurial development programs** to be offered at the property. The Texas Workforce Commission and Tropicana have recently partnered in a Youth Build Program to help at risk youth develop basis construction skills at Dyer Palms a 152-unit complex built and owned by Tropicana Building II, LLC. This will also be applied to Alameda Palms II.

Equal to that and just as important is **education** whether it is learning English as a second language or obtaining a High School Equivalence Degree or GED. Tropicana will offer GED preparation classes onsite and free to the tenants which shall include an instructor providing on-site coursework and exam. In addition, Tropicana will provide English as a second language classes which also shall include an instructor providing on-site coursework and exam free to the tenants at the development.

Tropicana has helped over 120 families in the last 18 months with GED, ESL and/or direct scholastic tutoring at our properties in El Paso County. Attached is a list of those families.

The successes are notable—out of the 124 students living in Tropicana apartments for 2016 that used our social services, 16 residents were motivated to attend high school, 8 completed their GED, 5 have passed at least 3 of 5 GED tests, 2 completed mid-level ESL competency, and 1 achieved literacy to construct basic sentences. (Full list available on demand.) Many more continue to attend sporadically even after they have moved to other locations.

HOMEOWNERSHIP/ECONOMIC DEVELOPMENT - Tropicana offers a large menu of support services to its Tenants every month **FREE of charge to the tenants**. Tropicana takes very seriously the goal of not only providing affordable housing for its tenants but also views our apartments as an "incubation" centers for families to grow into true financial independence, which includes home ownership. Since 2008 Tropicana has "incubated" over 100 families into **homeownership** through its supportive services. Therefore, quarterly financial planning courses including homebuyer education, credit counseling, investing advice, retirement plans, will be offered through an on-site instructor. Further, we do job training and under our "dress for success" program we help tenants dress and practice job interviews to help our tenants succeed in personal economic development for themselves. Additionally, the development will comply with policy 10.7.6 in that it will be another "green built" apartment complex built with the same construction techniques that allowed Tropicana to achieve a "GOLD LEED" certificate on its Verde Palms development. (See green building attachment.)

SUPPORTIVE SERVICES - Other supportive services include but are not limited to

- Annual health fair provided by a health care professional
- Quarterly health and nutritional courses
- Organized youth programs Scholastic tutoring homework help or other focus on academics
- Notary services during regular business hours
- Weekly exercise classes (offered at times when most residents would be likely to attend)
- Twice monthly arts, crafts, and other recreational activities (*e.g.* Book Clubs and creative writing classes)

Alameda Palms II will also promote Energy Conservation as the project will be built to the 2015 International Energy Conservation Code. Which could save the tenants as much as 20% on their energy bills in relation to existing projects.

The development is adjacent to the rich heritage of the Mission Trail corridor. The El Paso Mission Trail Association is dedicated to the education, promotion and preservation of the missions at Ysleta, Socorro, and San Elizario Chapel.

3. Residents given an Opportunity for Inclusiveness and afforded an opportunity to access Public Services

No physical barriers separating the development from neighborhood

Goal 2.2 - It is the goal of the City of El Paso to diversify its post-war suburban neighborhoods in strategic locations in order to increase the variety of housing options, including townhomes and to expand opportunities of employment and neighborhood shopping without requiring long car trips. In addition, Plan El Paso highlights in importance of infill development.

Alameda Palms II certainly falls in the above category of infill development that increases the variety of housing options including our unique townhomes. The development site provides the neighborhood shopping with abundant commercial and retail within walking distance and allows for great opportunities for inclusiveness with nearby employment. Alameda Palms II will be approximately 8 acres, situated near the corner of Alameda and South Americas Blvd and is a truly infill site, surrounded by fully developed infrastructure, commercial and residential components. The site and the amenities offered at Alameda Palms II are abundant they include: a Walmart Super Center, Walgreens Pharmacy, Texas Kids Dental, Daycare, and several retail, civic centers, and food retail. (See Location Map with Amenities). All within a ½ mile of the site which is easily

walkable if not easy to bicycle. In addition, the site is within ¾ mile near Pavo Real Recreational Center and Swimming Pool, the Camino Real Middle School, the Sergio Troncoso Branch Library, and the Pueblo Viejo Park which has a great hike and bike two mile trail. Again, this is a long since passed over vacant lot within a neighborhood that began development over 30 years ago.

In addition, the development will help promote bicycling by having bicycle racks on site and will help promote using the mass transit system - Sun Metro which has a bus stop (#60) adjacent to the site off of Alameda (See Location Map).

Gathering points/areas that bring together residents of the project and residents of the neighborhood at large:
Alameda Palms II will incorporate the following amenities that will bring together of the project and residents from the neighborhood at large:

Gazebo or covered pavilion w/sitting area
Barbecue grill and picnic table with at least one of each for every 50 Units
Park to include Two Children's Playscapes Equipped for 5 to 12 year olds, two Tot Lots, which will be covered shade canopy intended to keep the neighborhood children cool, provide shade, and ultraviolet protection. In addition the park will include a Sport Court for Basketball

Quality of Life Amenities/Walkability
In addition, the development will help encourage a sustainable lifestyle such as walking, cycling, the use of public transit, and reduce dependence upon automobile. The development through its social service provider, will promote Citywide carpooling programs onsite putting families that work in close proximate areas can car pool. The development will also promote bicycling by having bicycle racks on site and will help promote using the mass transit system - Sun Metro which has a bus stop (#60) adjacent to the site off of Alameda (See Location Map).

4. Local Presence and Long Term Accountability in El Paso

Past Experience involved in a development team constructing operating and or providing affordable housing for residents who fit the demographic profile to be served in El Paso. Staff presence in El Paso, Experience, and historic commitment to affordable housing.

The Bowling brothers (Bobby Bowling IV and Randy Bowling) who own Tropicana Building are third generation homebuilders in El Paso. The family has built more than 20,000 homes in their community since 1950. The Bowling family directly employs over 130 people and indirectly employs another 500 people through various subcontractor and supplier relationships with enterprises primarily involved in the real estate and building industries, including Patriot Mortgage, Tropicana Homes, Tropicana Development, Tropicana Properties, and Tropicana Homes Realty. The Bowling's have been recognized by the Texas State Legislature, Texas Department of Housing and Community Affairs, the City of El Paso, the Texas Association of Builders, El Paso Association of Builders and numerous other non-profit organizations and foundations for their participation in hundreds of community development projects. Tropicana Building currently own 39 townhome Low Income Housing Tax Credit (LIHTC) developments throughout the City of El Paso of which two developments are under contract and or construction: Artcraft Palms and Hemley Palms. Tropicana's initial Low Income Housing Tax Credit award was in 2001 building 72 low-income housing units in three developments: Sunset Palms in partnership with a non-profit, Cooperstown and South Cooperstown. Since then, Tropicana has been awarded a LIHTC project every year for a total of over 3,500 townhome units in and around El Paso, Texas.

TROPICANA AND THE BOWLINGS **ONLY** DEVELOP AND BUILD IN ELPASO COUNTY AND ALL LIVE HERE, RAISE THEIR FAMILIES HERE, AND RECIRCULATE THEIR EARNINGS WITHIN THE LOCAL COMMUNITY.

Tropicana Properties is the management company that manages all 3,000 plus units. It is a partnership of the two brothers Bobby Bowling IV and Randy Bowling, and Demetrio Jimenez. Tropicana Properties is also the compliance arm of the management company and unlike other management company's does not use out-of-town compliance companies. It has a stellar reputation in compliance with zero issues and has the highest record in the state for a company its size in keeping the units compliant physically under the Uniform Physical Compliance Standards with an average of 96 in the last five years. Tropicana Properties alone employs 92 full time managers and maintenance personnel.

Tropicana will continue building its single family homes and multifamily developments. The various related Tropicana entities have the capacity to build up to 400 single-family units in one year (as they did in 2005) and up to 400 multi-family units in one year (as they did in 2014).

Income Mix of the 3,744 units owned by Tropicana and its Limited Partners:
86% of the units target 60% and below of the Area Median Family income
14% Target families above 60% and are labeled Market Rate Units.

5. Meets City Smart Growth Initiative as set out in Plan El Paso

Goal 1.3 Alameda Palms II is considered a G-4 "Suburban" Future Land Use Area. Without addressing each individual component (application space requirement does not permit, but we would be glad to address each item verbally through an interview) we draw specific attention to a few of the items:

Goal 1.2, 1.3, 2.1 and 4.1—this is a vacant and underutilized parcel passed over for decades.

Policy 1.3.1 Alameda Palms II will be next to an on-site a park which includes:

- Gazebo or covered pavilion w/sitting area
- Barbecue grill and picnic table with at least one of each for every 50 Units
- Park to include Two Children's Playscapes Equipped for 5 to 12 year olds, two Tot Lots, which will be covered shade canopy intended to keep the neighborhood children cool, provide shade, and ultraviolet protection. In addition the park will include a Sport Court for Basketball
- Caribe Park an existing park is within ½ mile and walking distance from the site.

Alameda Palms II is also within ½ mile walking distance from an existing middle school Camino Real Middle School and ¾ of a mile Presa Elementary School which both are service by sidewalks.

Goal 1.9—Definitely not an industrial area
Goal 2.1 Smart Location principles adopted in between residential and commercial existing development

Policy 1.3.2 Alameda Palms II is also adjacent to an existing Sun Metro bus stop along Alameda Rd. It is not yet served by sidewalks but if the City and TxDot allow we will install.

Policy 2.1.4, Goals 4.11, 6.2, 6.3, 7.3, 7.11, 9.6 Alameda Palms II will have a business center (TDHCA point item) available on site for tenants and or prospective employers to use in their presentations to our tenants. That business center includes:

Equipped and functioning business center or equipped computer learning center. Will be equipped with 4 computers with basic Word programs, 1 laser printer per computer lab and at least one scanner which may be integrated with printer.

In addition, Alameda is within a ½ mile to ¾ mile from major employers which include: Sherwin Williams Product Finishes, Escoto US Custom Brokers, Pam Transport, Interload Forwarding, EP Logistics, Champlian Cable Corporation, MFI International, Cummins, Sentri Goe USA, Brown Alcantar Brown, and TRW Automotive. These are only a few on the south side of Loop 375.

Policy 2.1.6 The development will be outfitted with bicycle racks and each unit has a 9 sqft lockable outdoor storage which is plenty of space to put a bicycle.

Goal 4.7 and 4.11 Public Transportation is adjacent to the site

Policy 6.1.1 – The units are townhome designed and individually metered.

Goal 9.4—The development will utilize an internal thoroughfare with pedestrian-friendly design elements, including design speeds of 20 miles an hour with the use of speed bumps, some sidewalks greater than 5 feet, and the use of xeriscape sidewalk trees.

Policy 10.5.9 The site is situated out of the 500-year flood plain and will utilized an on-site pond. We have always supported the development of park-ponds but due to the requirements of the PSB the ponds are overdesigned making them extremely deep and therefore impractical for ADA compliance as a park pond. However, if our design is not as deep we will provide a park pond.

Goals 9.4, 9.5, 10.6, 10.7, 10.8, 10.10 and 10.14-- the development will comply with policy 10.7.6 in that it will be another "green built" apartment complex built with the same construction techniques that allowed Tropicana to achieve a "GOLD LEED" certificate on its Verde Palms development. (See green building attachment.)

Goal 10.13—the development will be surrounded by a noise and vibration mitigating masonry wall

Amenities in Each Development Support Material

EXTERIOR AMENITIES

- Full perimeter fencing
- Gazebo w/sitting area
- Accessible walking/jogging path separate from sidewalk
- Barbecue grill and picnic tables
- Covered pavilion that includes barbecue grills and tables
- Equipped and functioning business center or equipped computer learning center
- Furnished community room
- Library with an accessible sitting area (separate from the community room)
- Enclosed community sun porch or covered community porch/patio
- Community dining room with full or warming kitchen furnished
- Two children's playscapes equipped for 5 to 12 year olds
- Sport courts
- Common area Wi-Fi
- Secured bicycle parking
- Green building amenities

INTERIOR AMENITIES

- Covered Entries
- Microwave Ovens
- Self-Cleaning Ovens
- Washer and Dryers in each unit
- Energy Star Appliances including Refrigerator, Dishwasher, Garbage Disposal,
- Tile Floors in every room
- Outdoor Storage Unit 9X9
- Ceiling Fans in every room
- Evaporative Cooling
- Solid wood Cabinets throughout
- Cable/Computer connections in Each Room
- Mini Blinds in all windows
- Closet in Each Bedroom
- Low Flow Faucets and Toilets
- Instant Hot Water saving in heating bills

Alameda Palms II will be all **NEW CONSTRUCTION** using the latest technology in building materials including energy saving appliances. All of Tropicana's developments are built with conservation in mind from the materials it uses to the drought resistance landscaping.

These energy saving features are transferred to the tenant. Tropicana builds with features such as readily available hot water and high efficiency water heaters all save the tenant in utility costs. In addition, every unit not only has washer and dryer hook ups we include the washers and dryers in the units.

Every Tropicana development has Smart Growth principals in mind, from walkable communities to green built amenities. In choosing sites, Tropicana targets sites that have schools, grocery stores, banking institutions, and entertainment within walking or biking distance.

Comprehensive Plan Goals:

Building & Site Design Principles
Housing Supply
Goal 6.1: Maintain a sustainable and efficient housing supply for all residents of El Paso.

> **Policy 6.1.1**: Strive to distribute a variety of housing types throughout the City to expand choices available to meet the financial, lifestyle, and cultural needs of El Paso's diverse population. Strongly encourage housing types that take into account non-traditional households and multigenerational families.

Alameda Palms II goals are to target a mix of incomes from the very poor to the moderate-income tenant.

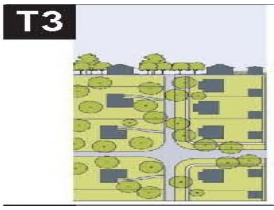
Policy 6.1.3: Adopt a permanent supportive housing program that focuses on a mix of target populations including the chronically homeless, veterans, people who were recently institutionalized, and youth who are aging out of foster care.

While transient families cannot live in a low-income tax credit program, veterans, people who were recently institutionalized, and youth who are aging out of foster care my qualify for Alameda Palms II through a state program named the 811 program. This program in conjunction with the Housing Tax Credit program will subsidize those families who have just been released from institutions and youth who are aging out of foster care.

Housing Affordability
Goal 6.4: Expand opportunities for affordable housing through new tools, technologies, and partnerships.

Alameda Palms II Creates a Range of Housing Opportunities and Choices
Providing quality housing for people of all income levels is an integral component of Tropicana

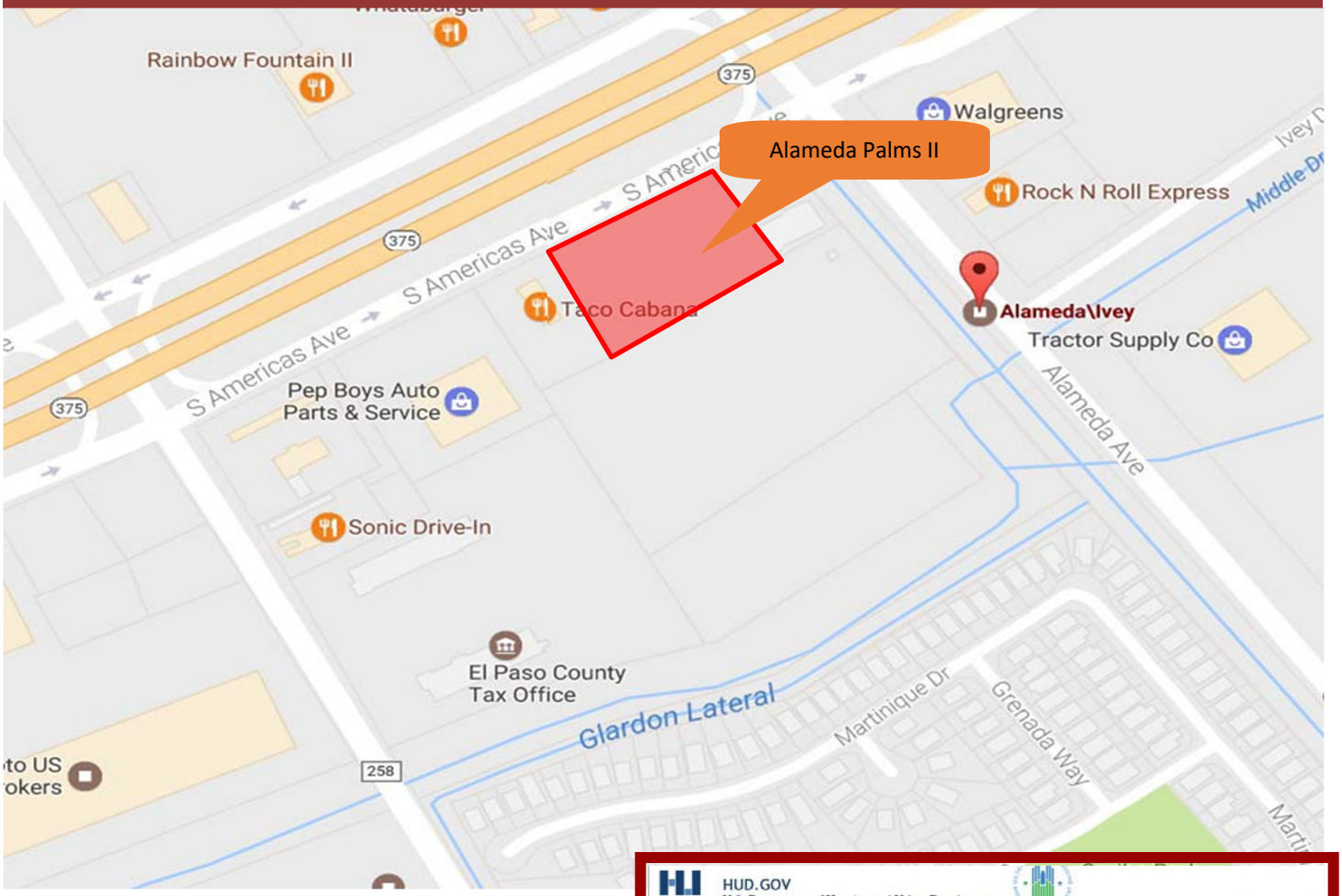
Creates Walkable Neighborhoods
Walkable communities are desirable places to live, work, learn, worship and play, and therefore a key component Alameda Palms II with on-site walkable neighborhood park. Preserves Open Space, Natural Beauty, and Critical Environmental Areas The 8 walkable parks have open space preservation which supports smart growth goals by preserving critical environmental areas, improving our communities' quality of life, and guiding new growth into existing communities



T-3 SUB-URBAN

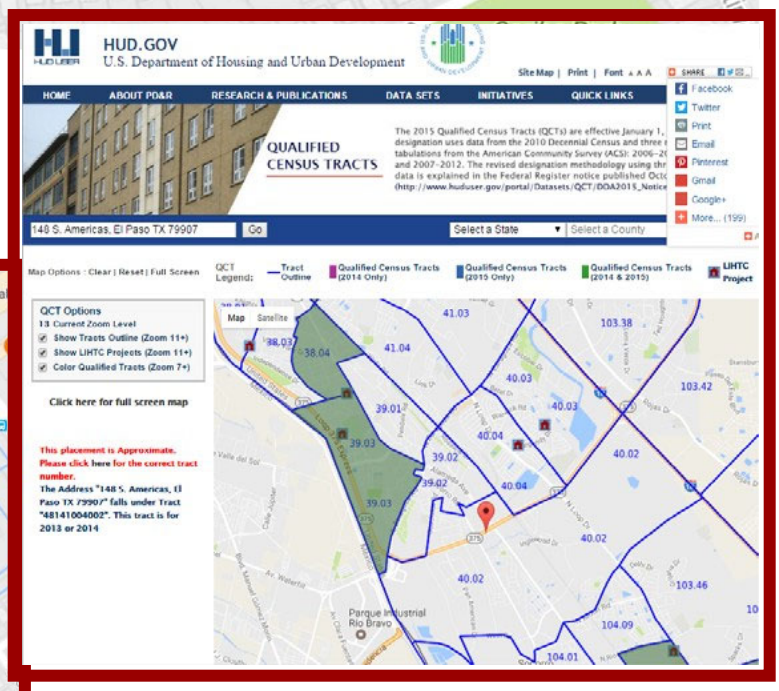
General Character:	Lawns, and landscaped yards surrounding detached single-family houses; pedestrians occasionally
Building Placement:	Large and variable front and side yard Setbacks
Frontage Types:	Porches, fences, naturalistic tree planting
Typical Building Height:	1- to 2-Story
Type of Civic Space:	Parks, Greenways

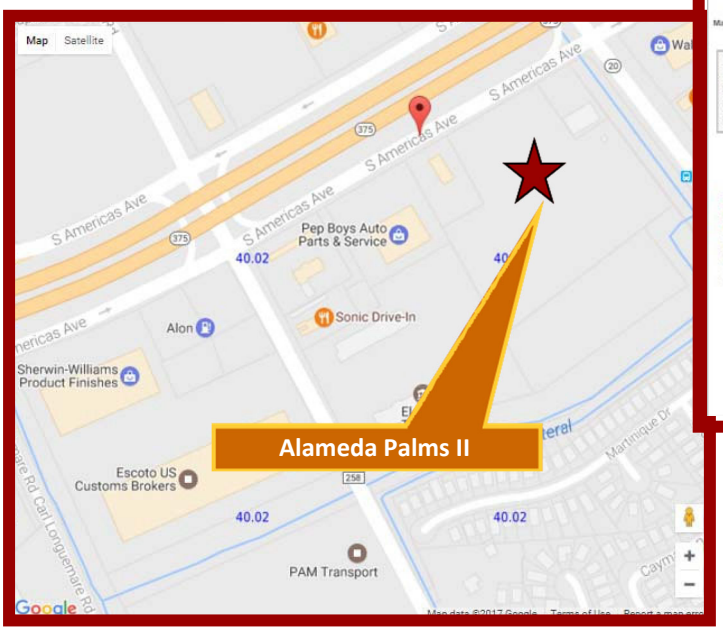
ALAMEDA Palms II Location Map

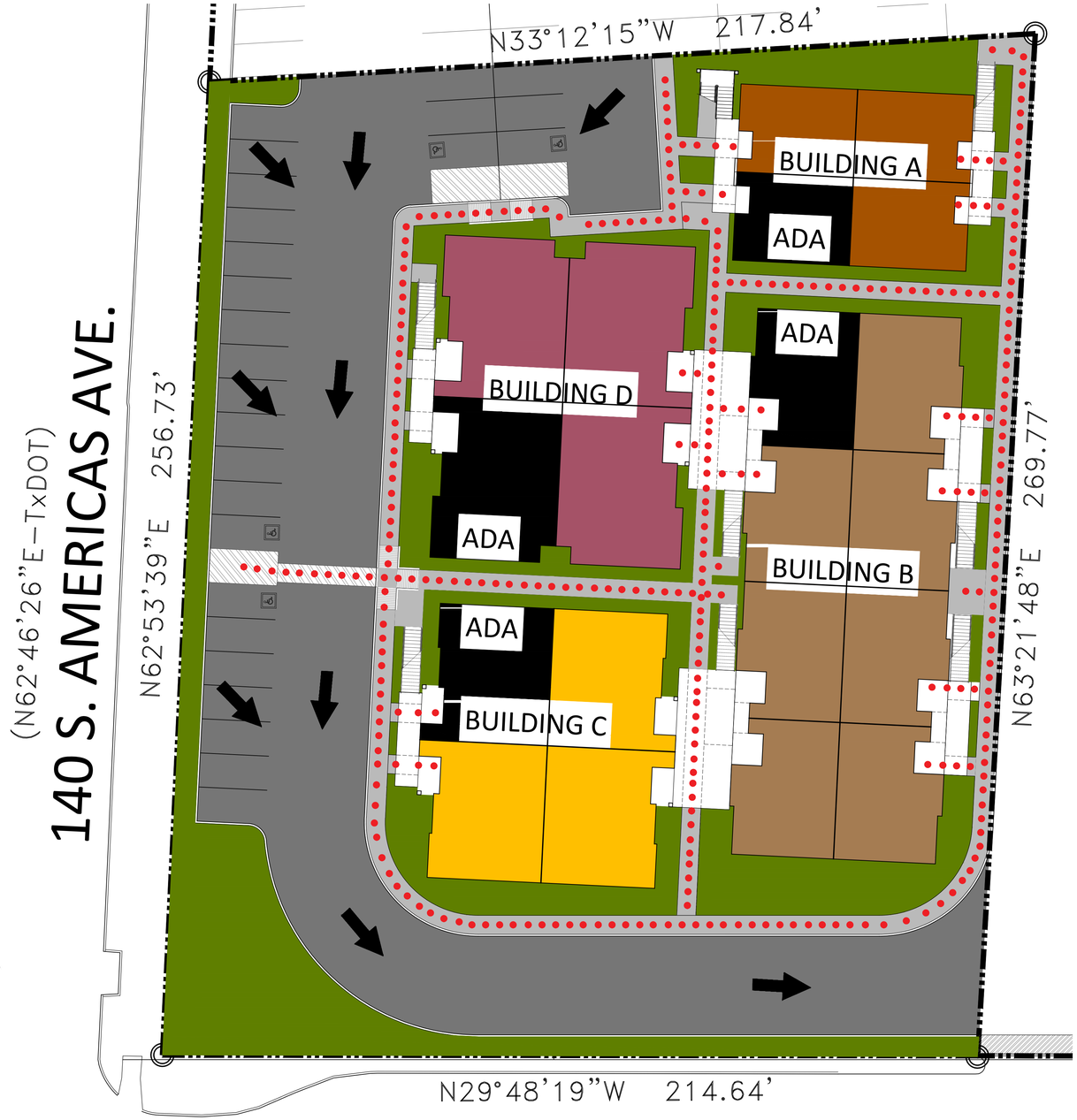


Alameda Palms II is located at

140 S. Americas Avenue, El Paso, TX 79907







BENCHMARK:

FOUND CITY MONUMENT ON THE CENTERLINE OF MARTINIQUE DRIVE OPPOSITE LOT 3, BLOCK 3, CARIBE ESTATES UNIT 2.

ELEVATION: 3665.38 (NAVD 88 DATUM)

FLOODZONE:

THIS PROJECT IS LOCATED WITHIN ZONE "C" AS DESIGNATED IN PANEL NO. 480214-0050B, DATED OCTOBER 15, 1982 OF THE FLOOD INSURANCE RATE MAPS IN THE AREAS OF CITY OF EL PASO, EL PASO COUNTY, TEXAS.

SCHOOL DISTRICT

YSLETA INDEPENDENT SCHOOL DISTRICT
9600 SIMS DRIVE
EL PASO, TX 79925.

PLAT REFERENCE

VOLUME 10, PAGE 33, OF THE PLAT RECORDS OF EL PASO COUNTY, TEXAS.

PRELIMINARY SITE PLAN

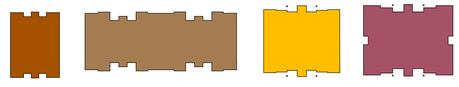
TRACK 14A,
ALEJO DELGADO SURVEY # 175
EL PASO COUNTY, TEXAS.

AREA 6.53 ACRES +/-

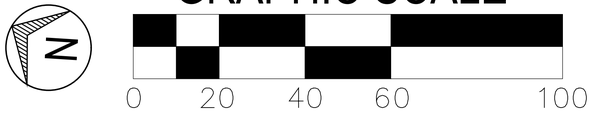
LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED LANDSCAPING
- PROPOSED SIDEWALK/CONCRETE
- ACCESSIBLE MOBILITY UNITS
- ACCESSIBLE HEARING/VISUAL
- RAISED PLATFORMS
- PICNIC AREAS
- ACCESSIBLE ROUTE
- GENERAL ROCKWALL
- DRAINAGE FLOW ARROWS

QUADRUPLEX UNITS



GRAPHIC SCALE



BUILDINGS				
TYPE	UNITS	NO. OF BLDGS.	PER UNIT (SF.)	CUMULTATIVE NRA* PER
BLDG. "A"	8 UNITS 1 BEDROOM	1	667	5,336
BLDG. "B"	16 UNITS 2 BEDROOMS	1	892	14,272
BLDG. "C"	8 UNITS 3 BEDROOMS	1	1,052	
BLDG. "D"	8 UNITS 4 BEDROOMS	1	1,281	10,248
TOTAL	40 UNITS	4 BLDGS.		

PARKING TABULATION			
TYPE	REQUIRED PER UNITS	NO. OF UNITS	NUMBER OF SPACES REQUIRED
BLDG. "A"	1.5	8	12
BLDG. "B"	2	16	32
BLDG. "C"	2	8	16
BLDG. "D"	2	8	16
		TOTAL	76

TOTAL PARKING SPACES REQUIRED 76
TOTAL PARKING SPACES PROVIDED 76

ACCESSIBLE SPACES REQUIRED 4
ACCESSIBLE SPACES PROVIDED 4

ARCHITECT'S STATEMENT

THE SITE PLAN MATERIALLY ADHERES TO ALL APPLICABLE ZONING, SITE DEVELOPMENT, AND BUILDING CODE ORDINANCES.

archiPELI
architecture design studio
2617 montana ave.
el paso, tx. 79903
p. 915.533.0052
www.archipeli.com

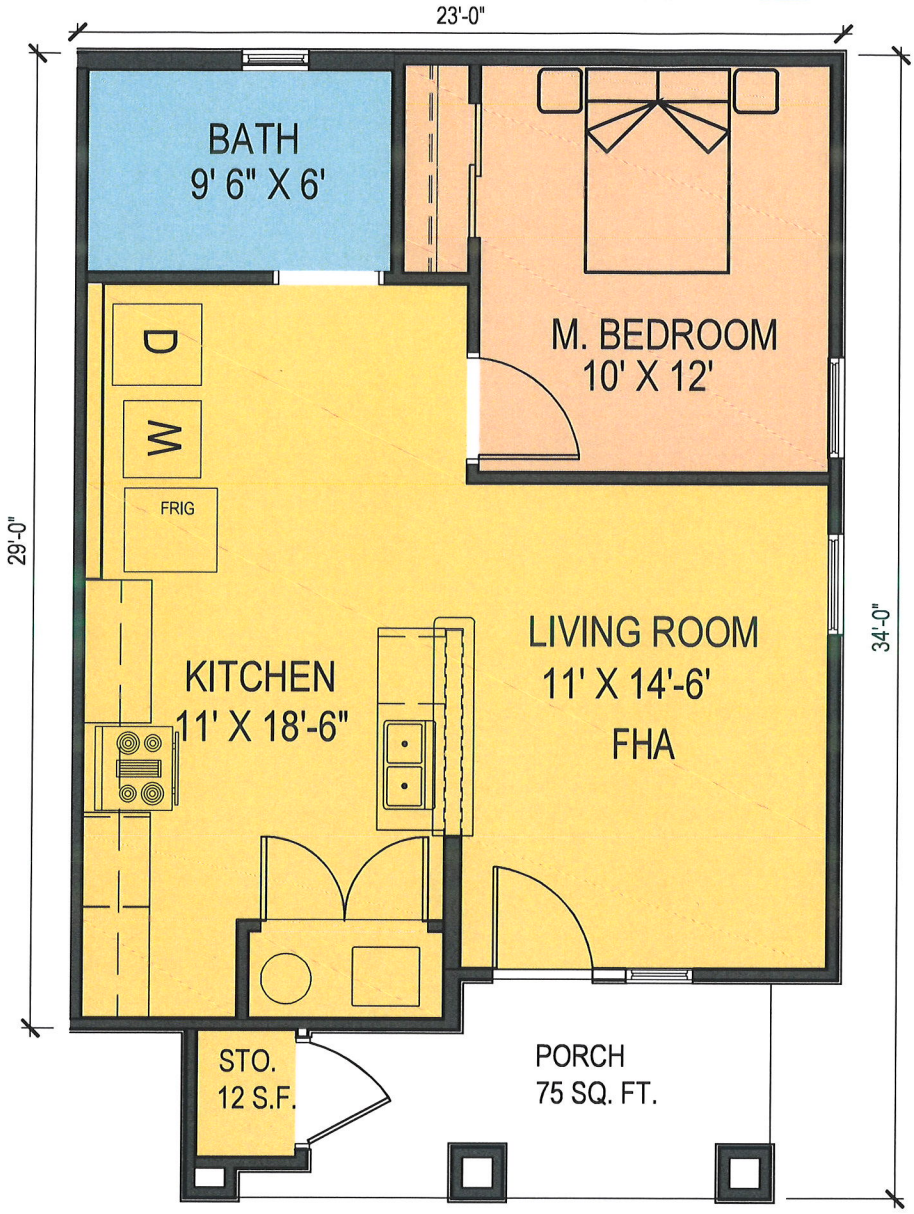
ALAMEDA PALMS II
140 S. AMERICAS AVE.
EL PASO TEXAS, 79907

TROPICANA PROPERTIES

SHEET TILE
PROPOSED SITE PLAN

SHEET NUMBER
A0

YEAR 2019



Tropicana PROPERTIES

1 BEDROOM UNIT

FLOOR PLAN LAYOUT
TYPE "A" FHA

667 SQ. FT. (Rentable SQ. FT.)
TOTAL/UNIT = 667 SQ. FT.

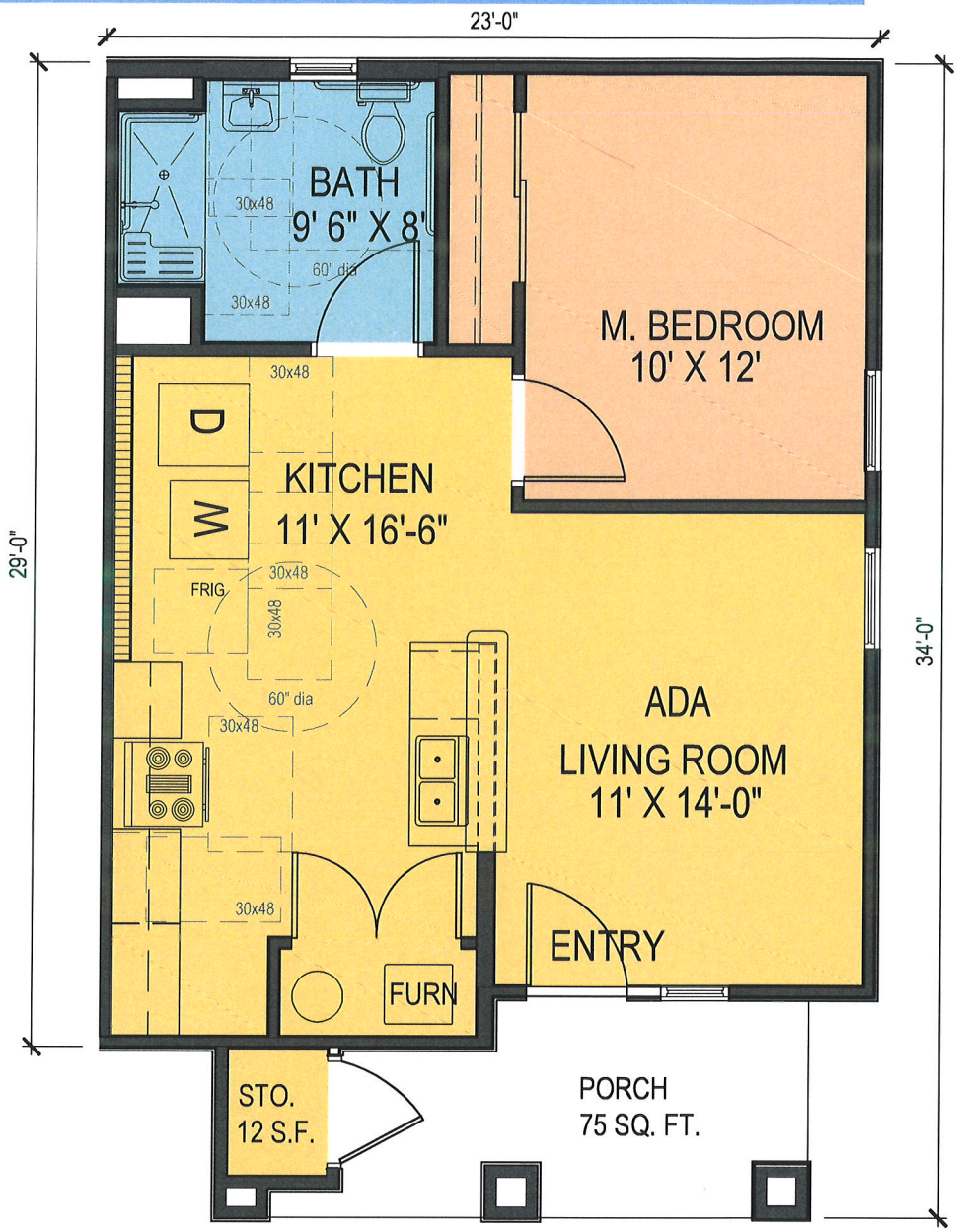
BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	75 SQ. FT.
*BALCONY	=	0 SQ. FT.

*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area

archiPELI
architecture design studio

CONCEPTUAL UNIT FLOOR PLAN

YEAR 2019



Tropicana PROPERTIES

1 BEDROOM UNIT

FLOOR PLAN LAYOUT
TYPE "A" ADA

667 SQ. FT. (Rentable SQ. FT.)

TOTAL/UNIT = 667 SQ. FT.

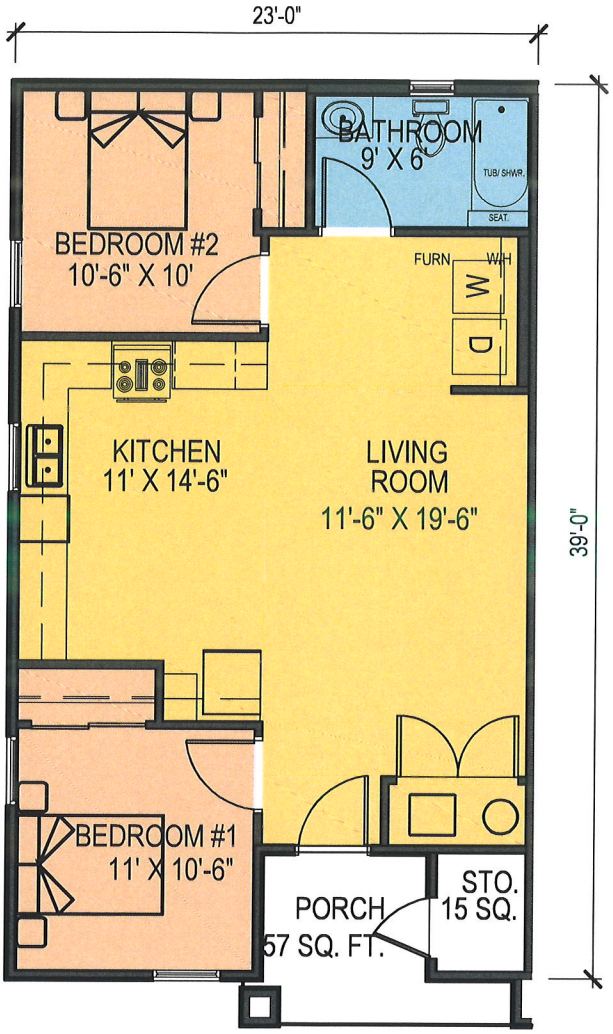
BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	75 SQ. FT.
*BALCONY	=	0 SQ. FT.

*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area

archiPELI
architecture design studio

CONCEPTUAL UNIT FLOOR PLAN

YEAR 2019



2 BEDROOM

FLOOR PLAN LAYOUT TYPE "B" FHA

865 SQ. FT. (Rentable SQ. FT.)
TOTAL/UNIT = 865 SQ. FT.

BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	57 SQ. FT.
*BALCONY	=	0 SQ. FT.

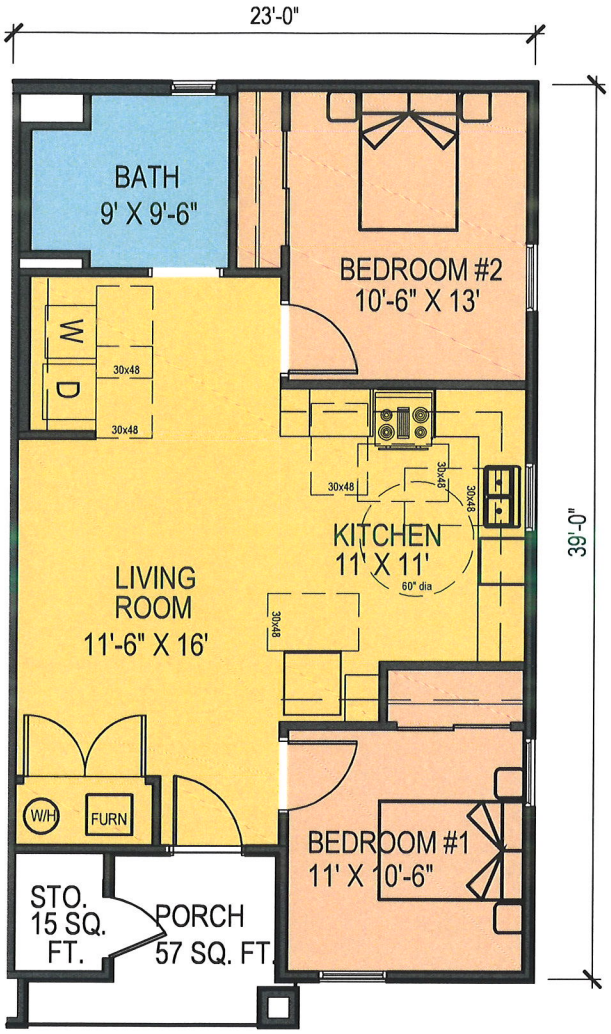
*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area

Tropicana PROPERTIES

archiPELI
architecture design studio

CONCEPTUAL UNIT FLOOR PLAN

YEAR 2019



2 BEDROOM

FLOOR PLAN LAYOUT TYPE "B" ADA

865 SQ. FT. (Rentable SQ. FT.)

BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	57 SQ. FT.
*BALCONY	=	0 SQ. FT.

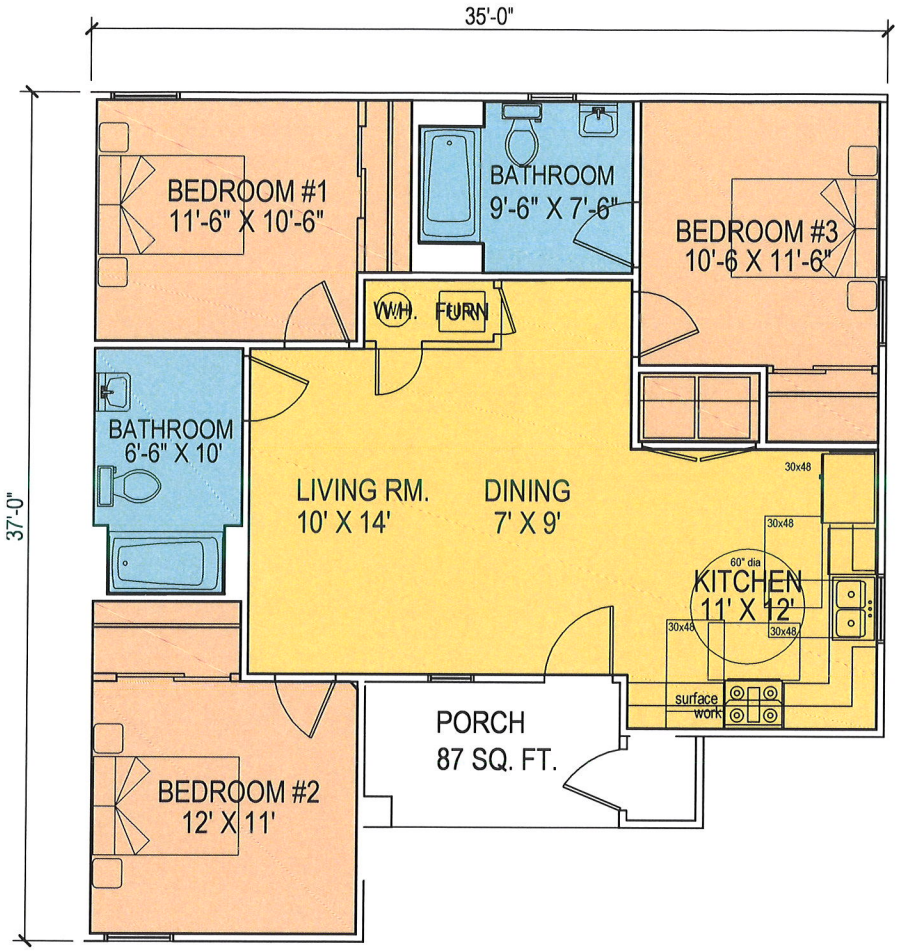
*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area

Tropicana PROPERTIES

archiPELI architecture design studio

CONCEPTUAL UNIT FLOOR PLAN

YEAR 2019



3 BEDROOM "FHA"

FLOOR PLAN LAYOUT TYPE "C"

1065 SQ. FT. (Rentable SQ. FT.)

TOTAL/UNIT = 1065 SQ. FT.

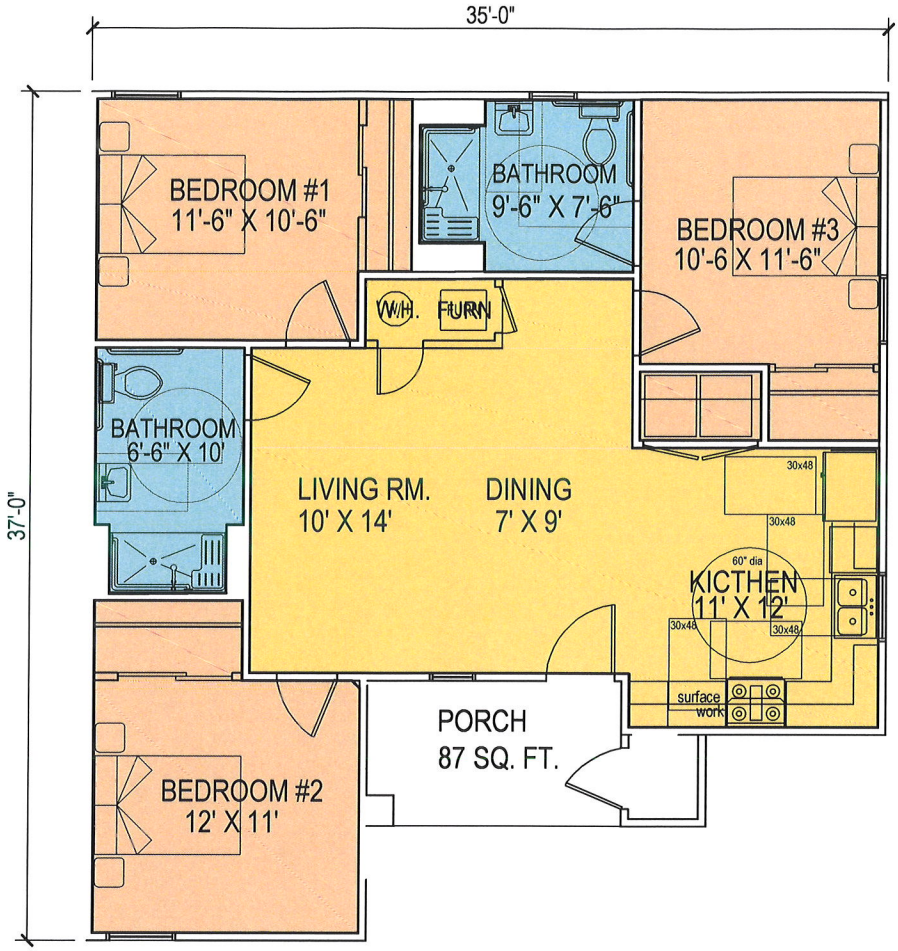
BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	87 SQ. FT.
*BALCONY	=	0 SQ. FT.

*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area

Tropicana PROPERTIES

archiPELI architecture design studio

CONCEPTUAL UNIT FLOOR PLAN



3 BEDROOM "ADA"

FLOOR PLAN LAYOUT TYPE "C"

1065 SQ. FT. (Rentable SQ. FT.)

TOTAL/UNIT = 1065 SQ. FT.

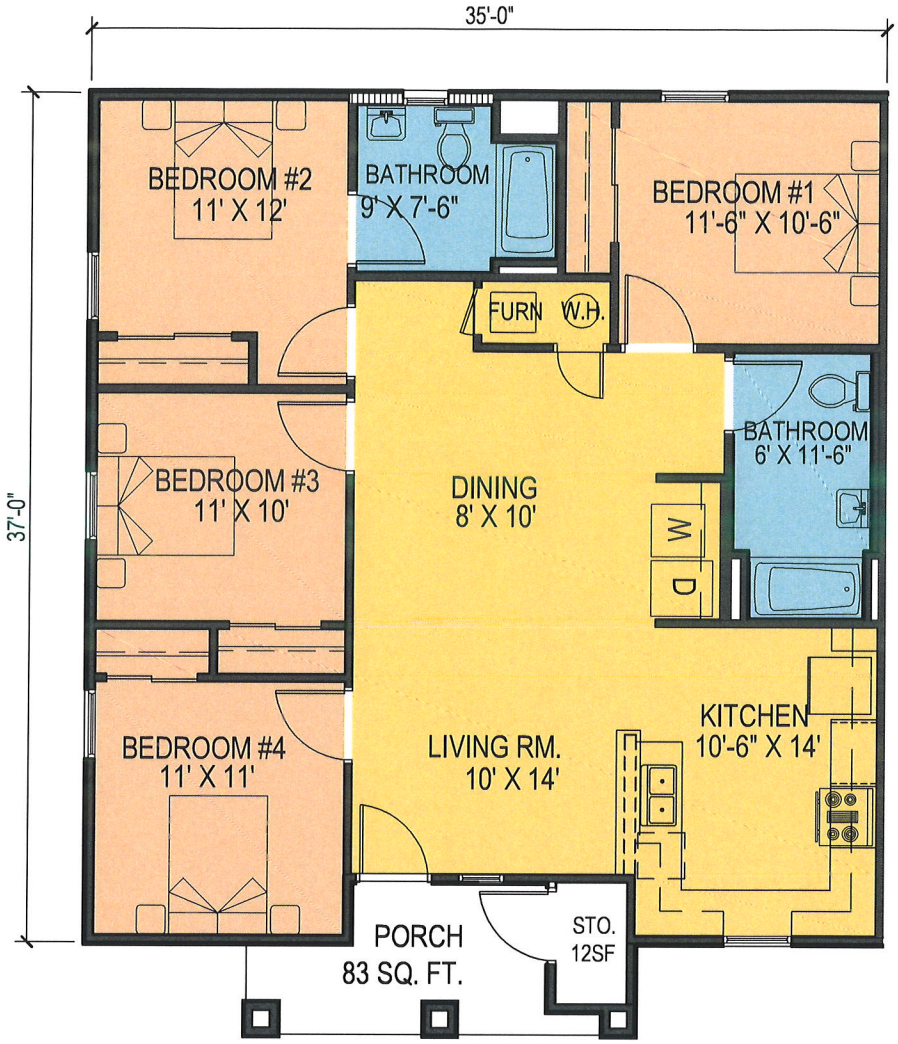
BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	87 SQ. FT.
*BALCONY	=	0 SQ. FT.

*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area

Tropicana PROPERTIES

archiPELI architecture design studio

YEAR 2019



4 BEDROOM "FHA"

FLOOR PLAN LAYOUT TYPE "D"

1265 SQ. FT. (Rentable SQ. FT.)
TOTAL/UNIT = 1265 SQ. FT.

BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	83 SQ. FT.
*BALCONY	=	0 SQ. FT.

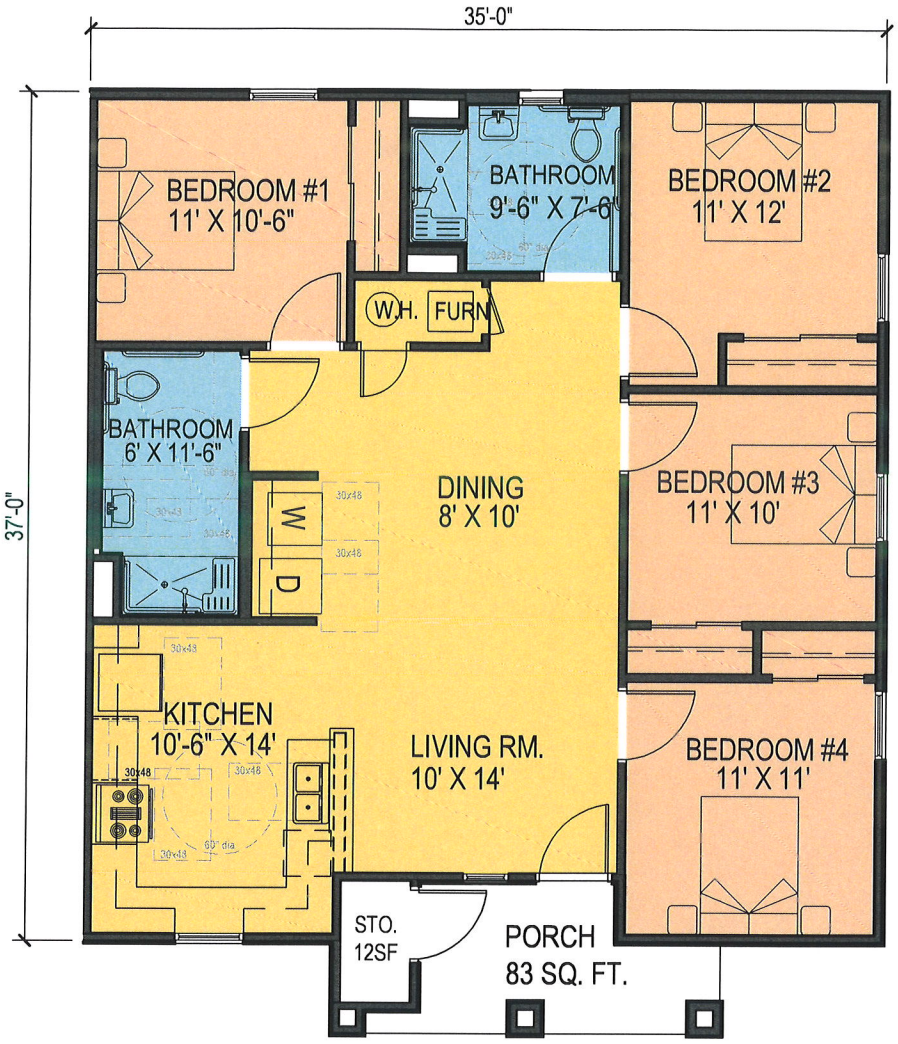
*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area

Tropicana PROPERTIES

archiPELI architecture design studio

CONCEPTUAL UNIT FLOOR PLAN

YEAR 2019



4 BEDROOM "ADA"

FLOOR PLAN LAYOUT TYPE "D"

1265 SQ. FT. (Rentable SQ. FT.)

TOTAL/UNIT = 1265 SQ. FT.

BREEZEWAY	=	0 SQ. FT.
HALLWAYS	=	0 SQ. FT.
*PORCH	=	83 SQ. FT.
*BALCONY	=	0 SQ. FT.

*Porch and balcony sq. ft. area is not in the net rentable area calculation (NRA) and is NOT considered part of a common area

Tropicana PROPERTIES

archiPELI architecture design studio

CONCEPTUAL UNIT FLOOR PLAN

Clear Entire Form

1295

2022 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for support resolution for the Texas Dept. of Housing and Community Affairs as part of the 2022 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- ***The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Friday, November 5, 2021 by 5:00 pm (MST)***

SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Ridgestone Seniors, Ltd. (Applicant) / Investment Builders, Inc. (Developer)
2. Contact Person: Roy Lopez
3. Applicant Address: 7400 Viscount Blvd, Suite 109, El Paso, TX 79925

   Phone: 915-255-6588 E-Mail: rlopez@ibitoday.com
4. Name of Proposed Development: Ridgestone Seniors
5. Proposed Development Address/Location: 11040 Montana Ave., El Paso, TX 79936
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive): 9% Regional Competitive

SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): $8,144,810
4. Cost per square foot: $154.37
5. Amount of tax credits being requested of TDHCA: $750,000
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	27	2		15	6	4
2 Bedroom	17	2		13	2	0
3 Bedroom						
4 Bedroom						
Totals	44	4		28	8	4

7. Is the proposed development site properly zoned for proposed development? Yes ☑ No ☐
   a. Current Zoning: S-D/C
8. Are property taxes current for the site? Yes ☑ No ☐
   If yes, provide a copy of current property tax receipt, or print-out from:
   https://actweb.acttax.com/act_webdev/elpaso/index.jsp Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes ☐ No ☑
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: $ N/A
   Or, total amount of requested fee waiver from the City of El Paso: $ 500.00
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):

Acquisition:	$
Design/Soft Costs:	$
New Construction of Housing Units:	$
Rehabilitation/Conversion of Housing Units:	$
Funds from other sources:	$
Total Project Cost:	$

3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):
   How many of the existing dwelling units are occupied? _____ Vacant? _____
   If completely vacant, how long has the property been vacant? _____
   Are any of the units owner-occupied? _____
   Will Temporary or permanent relocation be required? _____

4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than $200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.
   Do you agree to meet or exceed the Section 3 requirements noted above? Yes ☐ No ☐

5. Submit the following financial documents (for those requesting HOME/CDBG funds):
   a. Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
   b. Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):

   a. Copy of Relocation Plan. Submit as Attachment C-6.a.

   b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.

   c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

Please note: *Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.*

SECTION D. CERTIFICATIONS

RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 5, 2021 BY 5:00 PM (MST).

Submittals received after 5:00 pm on November 5, 2021 MST will not be considered for support.

Applications must be submitted by emailing a link to your application contained within a file sharing service. Please notify DCHD staff by emailing **housingprograms@elpasotexas.gov** that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the waiver for electronic submission.

4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required): _____

Printed Name/Title: Roy Lopez, Senior Vice President Date: 11/18/2021

FOR STAFF USE ONLY: Received by: _____ **Date:** _____

Review for Completeness by: _____

City of El Paso Project Evaluation Criteria

Value Statement 1:

This proposed affordable housing apartment community will meet or exceed all of the desired living conditions promoted by TDHCA in this year's competitive housing tax credit application cycle.

Future residents will enjoy living in a luxurious and quiet senior community on a 2.3-acre site in a safe and vibrant neighborhood with a poverty rate of 20.3%. Located at 11040 Montana Ave in a 2nd quartile census tract along the proposed Montana rapid transit corridor, residents will be close to supermarkets, retail outlets, restaurants, doctor and dentist offices, and a number of other neighborhood amenities and conveniences.

This 44-unit project will consist of 27 one-bedroom and 17 two-bedroom units that will serve all households as presented in the Unit Mix Schedule in Section B, Item 6. We have made every effort to provide the highest number of affordable units with the amount of tax credits available for this project.

In addition to all of the neighborhood amenities available to these residents, such as full-service grocery store, healthcare facility, proximity to public parks and public transportation, **the project amenities provided at no additional cost to the residents** are normally found only in upscale apartment communities. These amenities include: one covered parking space for each unit; a swimming pool; a fully furnished exercise facility in the clubhouse; a full complement of Energy-Star appliances including a large refrigerator; a gas stove and oven; a built-in microwave, a dishwasher and a full-size washer and dryer in each unit. The 3-story building will have a centrally located elevator and each floor will have its own community/recreation room. Energy-Star rated ceiling fans and lighting as well as all other mandatory development amenities not listed above will be provided as required by TDHCA.

The project will also incorporate many Green Building features to lower the impact on the local environment and provide utility cost savings to the residents. High efficiency 15-Seer refrigerated air conditioning will provide comfort as well as use less electricity and save on El Paso's scarce water resources by not using evaporative cooling. All windows will be Energy-Star rated and walls and ceilings will be insulated with R-15/R-30 values respectively. Native plants and drip irrigation will be used to conserve water as well.

Funding sources for this project are expected to come from (1) a conventional mortgage loan of $1,530,000 at 5.40% interest with payments amortized over 40 years; (2) tax credit equity of $6,599,340 and (3) deferred developer fee of $15,470 to be paid from the project's operating cash flow during the initial 15-year compliance period. These amounts will provide the $8,144,810 of total development funds needed to build this project.

Our goal is to provide safe, high quality affordable housing for economically disadvantaged seniors who are trying to improve their quality of life. Our experience of over 25 years in providing affordable housing to those in need has taught us that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of 45 years. Indeed, this project could not be built without an award of 9% competitive tax credits.

Value Statement 2:

The proposed development will provide support to assist its residents in breaking the cycle of poverty and support upward mobility by either directly providing or facilitating social services in the following categories:

a) Education – the Applicant has contracted with Better Texans Services, Inc. to provide (1) English as a second language classes; (2) computer training; (3) GED preparation classes; and (4) health education courses.

b) Economic development- the Applicant has contracted with Tierra Del Sol Housing Corporation (TDS) to conduct training in Basic Financial Literacy Skills and Homebuyer Education. TDS will also assist families with Financial Management and Planning, and Credit Rebuilding.

c) Supportive/social services – the Applicant has also contracted with Better Texans Services, Inc. to provide the following supportive/social services: (1) annual income tax preparation; (2) food pantry; (3) health fair; (4) Notary Services; and (5) on-site social events.

Value Statement 3:

The residents of the proposed development will be given the opportunity for inclusiveness and afforded an opportunity to access public services by satisfying the following criteria:

a) Although the proposed development will have perimeter fencing, there will be access points or gateway openings for residents to access the surrounding neighborhoods and commercial/public services. This development is proposed to be part of a larger

planned development to include shopping, entertainment, fitness center, office space, dining and hotel accommodations. There will be ADA compliant sideways, ramps and parking so there will be no barriers to the neighboring community or public services.

b) The proposed development will be designed to include gathering points such as the community space in the clubhouse, picnic areas, playground and swimming pool that residents may enjoy and invite friends from the neighborhood.

c) The proposed development is designed to have a mix of household at various income levels including 30%, 50%, 60% and 80%/Market area median income households.

Value Statement 4:

The Applicant has a local presence and long-term accountability in El Paso.

a) Past experience - Investment Builders, Inc. (IBI) is a Texas corporation formed in September, 1993 and completed its first tax credit development in El Paso in 1995. IBI has since developed, built, managed and owned more than 40 affordable housing developments consisting of more than 3,000 units serving residents at or below 60% of the Area Median Family Income. Thirty of these developments are located in the City of El Paso.

b) A staff presence in El Paso of at least 5 employees -IBI is led by highly qualified and professional individuals, each providing extensive experience in their respective areas. IBI currently has a full-time office staff of 6 employees and a full-time field staff of 4 employees, all working from its office located at 7400 Viscount, Suite 109, El Paso, Texas 79925. Each of these employees has been with the Company for more than 10 years.

c) With 5 or more years of experience as part of a development team, financing, building, operating or managing affordable housing in El Paso -Each of the employees referenced in (b) above has been with the company more than 10 years and has been involved in every phase of developing, obtaining financing, building, owning and managing affordable housing.

d) A commitment to extended affordability beyond 30 years. A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least 45 years.

Value Statement 5:

The proposed development meets the City's Smart Growth Initiative as set out in Plan El Paso by meeting the following Policy goals:

The final design and construction of the development will adhere to smart growth general design principles to ensure that it accommodates and maximizes the social, economic and environmental opportunities of the Smart Growth Plan for El Paso. The proposed development is located in between two Tier 2 levels and will be surrounded by existing neighborhoods. Pursuant to receiving a support letter from the City of El Paso and award by TDHCA, the final design will incorporate the following smart growth elements, see attached site plan for additional detailing:

Goal 1.3 Neighborhood Retrofits – the proposed development is located within ¼ mile walking distance to a Sun Metro bus stop with sidewalk access the entire distance. It will be designed to promote a pedestrian-friendly environment through connected sidewalks, pathways and open areas. This development will fill in vacant land between developed residential areas.

Goal 1.10.5 Growth Areas and Overlays – the proposed development is proposed for seniors will fill in vacant land within this suburban G-4 area and supplement the limited housing stock.

Goal 2.1 Smart Location Principals –the proposed development site is located within ¼ mile of a transit bus stop with continuous sidewalks. This will minimize excessive travel and reduce the need for private automobiles for the senior population in the community.

Goal 4.1 Compact Urban Area – the proposed development will be located in a G-4 in-fill suburban area located within ¼ mile of a transit bus stop with continuous sidewalks. Thoroughfares have sidewalks and bike lanes for safer travel for pedestrians and bikers

Goal 4.7 Air Quality – the proposed development will present the opportunity to increase travel choices by the location near public transportation and community amenities.

Goal 4.11 Public Transportation – the proposed development is currently within ¼ mile of a public transit stop and the development will be designed with ADA compliant sidewalks and ramps that will connect to city infrastructure sidewalks to enable residents easy access to transportation options.

Goal 6.1 Housing Supply – the proposed development will offer housing choice to meet the financial, lifestyle and cultural needs of El Paso's diverse population. The development

will service seniors with special needs including veterans, homeless, and persons with disabilities.

Goal 6.2 Existing Neighborhoods – the proposed development is surrounded on three sides by single family homes. This will be a small apartment building to integrate into the existing neighborhood

Goal 6.3 Walkable Neighborhoods – the proposed development will allow residents to connect to the city around them by the walkable bus stop and accessible sidewalks surrounding the development.

Goal 6.4 Housing Affordability – the proposed development expands the availability of affordable housing and housing choice in El Paso.

Goal 7.3 Dynamic Walkable Neighborhoods – the proposed development is proposed for senior; however, it will in-fill vacant land for new development to balance housing opportunities, retail, services and employment with walkable and transit connectability.

Goal 9.4 Exposure to Environmental Risk – the Applicant will work with the City to reduce environmental risk factors by helping to reduce risk of injury and fatality due to vehicular accidents and reducing exposure to air pollution by encouraging walking, cycling and transit usage.

Goal 9.5 Encourage Physical Activity Through Design – the proposed development will be walkable to retail and transit stops with full sidewalk access for connectivity.

Goal 9.6 Encourage Well-Being – the proposed development will encourage psychological and emotional well-being by reducing commuting times to maximize time with family and friends; support the City's Dark Sky Ordinance and integrate the development into the fabric of the existing neighborhood.

Goal 10.5 Stormwater – the proposed development is not located in a floodplain and will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Goal 10.6 Atmosphere – The proposed development will encourage walking, biking and limited automobile use with emphasis on van pooling and public transportation. The design will include installing trees, groundcover and covered parking in parking areas.

Goal 10.7 Energy/Public Transit – the proposed development is an in-fill site on vacant land that will be located within walking distance of a public transit stop to help reduce the

need for personal automobiles. The development will include energy efficient building systems, fixtures and appliances.

Goal 10.8 Protect and enhance ecologically sensitive areas – the proposed development is not located in an ecologically sensitive area.

Goal 10.9 Preserve the valuable natural resources of the mountain and hillside areas – the proposed development is not located in a mountain or hillside area.

Goal 10.10 Protect the community from risks associated with geologic conditions – the proposed development in not located near active fault areas; however, the development will be constructed in such a manner as to prevent unnecessary grading and use erosion control measures

Goal 10.13 Protect City residents from the effects of excessive noise or vibration – the proposed development will be located adjacent to Montana Avenue; however, the development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

Goal 10.14 Improve public safety by developing appropriate lighting and control standards – the proposed development will be designed with public safety in mind. Adequate lighting for the development will be provided for the safety and well-being of the residents. The development will be designed in accordance with city lighting codes to help protect the "dark sky".

Regional Land Use Patterns

Goal 1.3 Neighborhood Retrofits – the proposed development will be located within ¼ mile from a Sun Metro bus stop with full sidewalk access and is within walking distance of retail and employment centers.

Urban Design – Smart Location Principles

Policy 2.1.2 – the proposed development will be located in an area with minimum of 90 intersections (the majority being residential neighborhood intersections)

Policy 2.1.3 - will be located within ¼ mile of a Sun Metro bus stop with sidewalk access

Policy 2.1.4 - will be within walking distance of existing retail, office and employment

Policy 2.1.6 – the development is located along a major thoroughfare with bicycle lanes. The design will consider the addition of bicycle parking on the site.

Policy 2.1.7 – the development will NOT be located in a 100-year floodplain

Policy 2.1.10 – the development will NOT be located in an O-2 Natural area or has a slope greater than 15%.

Policy 2.1.11 – the development will NOT be located in an area where imperiled species or ecological communities have been identified

Policy 2.1.14 – the development will NOT be located on land the is currently or has recently been utilized for farming

Housing

Housing Supply Goal 6.1 – the development will consist of one elevator served building.

Existing Neighborhoods Goal 6.2 – the development will NOT include commercial space.

Walkable Neighborhoods Goal 6.3 – the development will include energy efficient building systems, fixtures and appliances; however, due to the small size of this development, the expense of the LEED Silver certification is cost prohibitive.

Housing Affordability Goal 6.4 – Census Block Group 481410103113 has a Housing + Transportation index of 53%

Health

Environmental Risk Factors Goal 9.4 – Not applicable for this development

Physical Activity Goal 9.5 – not applicable for this development

Sustainability

Stormwater Goal 10.5 – the development will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Atmosphere Goal 10.6 – the development will be designed to create shade by installing tress throughout the development site and providing covered parking to reduce heat radiated from pavement in parking areas.

Noise and Vibration Goal 10.13 - the proposed development will be located adjacent to Montana Avenue; however, the development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

This Applicant hereby acknowledges and commits itself to the items listed in this narrative, upon receiving a support letter from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

CONTRACT FOR DELIVERY OF SOCIAL SERVICES

This Contract for Delivery of Social Services (this "**Agreement**") is made and entered into this 1st day of November 2021, by and between Ridgestone Seniors, Ltd., a Texas Limited Partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**").

W I T N E S S E T H:

WHEREAS, Owner is developing and will own and operate a 46 unit senior (multi-family/senior) development known as Ridgestone Seniors (the "**Property**") located in El Paso, Texas; and

WHEREAS, Owner desires to engage Contractor to coordinate the provision of certain services for the residents of the Property more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes; and

WHEREAS, Contractor desires to coordinate the provision of such services for and on behalf of Owner under and pursuant to the terms of this Agreement.

A G R E E M E N T

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Services to be Rendered by Contractor.

(a) For and during the full term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate and document the provision of the services described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "**Services**").

(b) Contractor agrees that the Services will be provided at no cost to the residents of the Project. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations.

(c) Consistent with Section 13 hereof, neither Contractor nor Owner shall change the Services provided from those described on Exhibit A without a written agreement to amend this Agreement, signed by both parties.

2. Payment for Services; Reimbursement.

(a) As consideration for Contractor's coordination of the Services, Owner shall pay Contractor the amount indicated below (the "**Service Fee**") in accordance with the following:

The sum of Two hundred forty five and 00/100 Dollars ($245.00) monthly. Each invoice submitted to Owner shall be paid by Owner to Contractor within thirty (30) days of receipt by Owner. The Service Fee shall increase at each renewal term by not more than three and one half percent (3.5%).

(b) The Service Fee shall be paid as follows:

The Service Fee shall be paid as an operating expense of Owner, before Owner distributes any of its net cash flow to its partners or their affiliates.

(c) To the extent any of the Services required by Owner hereunder mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the vendor. Contractor shall have no responsibility for paying such expenses. Notwithstanding the foregoing, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services hereunder, Owner shall promptly reimburse Contractor for such expenditure, within five (5) days of Owner's receipt of an invoice for same. Out-of-pocket expenses may include, but are not limited to, transportation to off-site services, on-site instructors, off-site courses, and program supplies.

3. Term. Subject to the other provisions hereof, the obligations of the parties to this Agreement shall commence on the date that the first tenant moves in to the Property and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall provide Contractor notice in writing 30 days before commencement date. Thereafter, the Agreement shall automatically renew in one year increments (each, a "**Renewal Term**") up to ten Renewal Terms. Notwithstanding the foregoing, this Agreement may be terminated in the Initial Term or any Renewal Term as follows:

(a) upon the mutual written consent of the parties hereto;

(b) by either party provided that the terminating party has given the non-terminating party at least thirty (30) days advance written notice of its decision to terminate the Agreement; or

(c) in the event the one party believes the other party has defaulted in the performance of its obligations under this Agreement, then the non-defaulting party shall provide the defaulting party with a written notice detailing such default; the defaulting party shall then have five (5) business days after the date of such notice to cure such default to the non-defaulting party's satisfaction; if the defaulting party fails to cure such default to the non-defaulting party's satisfaction in such time period, the non-defaulting party shall have the right to terminate this Agreement immediately without further action.

Upon termination of this Agreement, all accrued but unpaid Service Fee shall be paid by Owner to Contractor.

4. Access and Cooperation. Owner agrees to allow Contractor and its agents, employees and subcontractors access to the Project during all reasonable hours.

5. Indemnity and Insurance.

(a) Contractor agrees to indemnify, defend and hold harmless Owner from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement.

(b) To the extent that Owner is allowed under its policy, Owner shall add Contractor as an additional insured to its existing general liability policy which covers the Property.

(c) Owner hereby indemnifies and saves harmless Contractor, as well as its directors, officers, partners, employees, agents, successors and assigns from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and cause of action (including reasonable costs and attorneys' fees) arising from or incident to the Property, other than those arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement.

6. Independent Contractor. The parties understand and agree that Contractor is an independent contractor engaged in the operation of its own business, that Contractor and its employees shall not be considered to be an agent for employee of, or venturer with, Owner for any purpose whatsoever and further agree that Contractor has no general authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of Owner. Contractor and its employees shall perform all their duties and the services described herein in a manner consistent with this Agreement and the policies generally applicable to the Property. Contractor and its employees will identify and represent to all persons, firms, companies and regulatory authorities that Contractor and its employees are independent contractors and not employees or agents of Owner.

7. Exclusive Agreement. In consideration of Contractor entering into this Agreement, Owner agrees that during the term of this Agreement Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter hereof.

10. Headings. The subject headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

11. Severability. In case any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Notices. Any notice to be given hereunder must be in writing and shall be deemed given (a) when delivered in person against receipt thereof, (b) two business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid, (c) when delivered by a commercial courier or messenger service against receipt thereof or (d) when transmitted by telecopier with confirmed answerback, and addressed as follows:

If to Owner:

Ridgestone Seniors, Ltd.
7400 Viscount Blvd., Suite 109
El Paso, TX 79925
Attention: Ray Lopez
Phone: 915-599-1245
Email: rlopez@ibitoday.com

If to Contractor:

P.O. Box 101295
Fort Worth, TX 76185
Telephone No.: (817) 585-1195
Attention: Aubrea Hance

Either party may specify a new address or additional addresses at any time by notice in writing to the other party given in the manner hereinabove provided.

13. Amendment to Agreement. This Agreement may only be amended by written instrument signed by the parties hereto.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas.

15. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of each other party.

16. Attorneys' Fees. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing party in connection therewith.

17. Jurisdiction and Venue. The parties agree that the exclusive jurisdiction and venue for any suit, action or proceeding arising out of this Agreement shall be any state or federal court sitting in Tarrant County, Texas, and each party waives, to the extent permitted by law, any and all objections to such jurisdiction and venue.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above set forth.

OWNER: Ridgestone Seniors, Ltd.,
a Texas Limited Partnership,

By: Investment Builders Inc.,
its general partner

By: _____
Name: Ike Monty
Title: President

CONTRACTOR: Better Texans Services, Inc.
a Texas corporation

By: _____
Aubrea Hance, President

RIDGESTONE SENIORS - EXHIBIT A (1 of 2)

SERVICES

Contractor hereby agrees to coordinate a combination of services from the following list to ensure a total of ten (10) points:

(A) Transportation Supportive Services

(i) shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points);

(ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point);

(B) Children Supportive Services

(i) provide a High Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of 10 TAC §11.101(b)(5)(C)(i)(I). (Half of the points required under 10 TAC §11.101(b)(7));

(ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points);

(C) Adult Supportive Services

(i) Four hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);

(ii) annual income tax preparation (offered by an income tax prep service) or IRS-certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit (1 point);

(iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);

(iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);

(D) Health Supportive Services

(i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);

(ii) annual health fair provided by a health care professional (1 point);

(iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points);

(iv) contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);

(E) Community Supportive Services

(i) partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.) (2 points);

(ii) Notary Services during regular business hours (§2306.6710(b)(3)) (1 point);

(iii) twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes) (1 point);

(iv) twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 point);

(v) specific service coordination services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 points);

(vi) weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);

(vii) any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);

(viii) a part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development (2 points);

(ix) provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college (2 points).

Agreed:

For Owner:	For Contractor:
Name: Ike Monty	Aubrea Hance, President
Title: President	

Tierra Del Sol
Housing Corporation

Tierra Del Sol Housing Corporation
Resident Financial Literacy and Homebuyer Education Program

Tierra Del Sol Housing Corporation "TDS" will conduct training in Basic Financial Literacy Skills and Homebuyer Education to Ridgestone Seniors residents. Training will be provided to all residents on-site in Ridgestone Seniors' community room. Training will be provided quarterly including the following program subjects:

- Homebuyer Education
- Identifying strategies for increasing income
- Developing critical thinking skills to support financial decision making
- Identifying and obtaining jobs that pay enough to meet basic needs
- Understanding Employment Stability
- Avoiding loans, fees, and practices that are exploitive, fraudulent, & predatory
- Using debt intelligently to acquire appreciating asset
- Identity Theft Prevention Strategies
- Credit Rebuilding Strategies
- Creating a community network for information and support

Individual family coaching will also be provided to assist residents with Financial Management and Planning and Credit Rebuilding.

TDS Resident Financial Literacy/Homebuyer Education Program staff has extensive experience in Financial Literacy Training and Counseling. Homebuyer Education and Basic Financial Literacy Skills Class will be offered (4) times per year. The scheduling of the sessions will be offered to all residents at pre-arranged times which are convenient. In addition, the Financial Literacy Program can be customized to address the specific financial needs of the residents.

Resident Financial Literacy Training Program Budget

The Financial Literacy/Homebuyer Education Program budget will include:

- $3,000 annually will be provided from the Ridgestone Seniors operating budget for Program Expenses
- Computers/Internet will be available to the Ridgestone Seniors residents for Financial Literacy Programming and Homebuyer Education purpose in the Clubhouse
- TDS will provide Financial Literacy instructors/counselors to teach classes and provide individual family coaching services

Tenant Recruitment and Participation

Ridgestone Seniors residents will be highly encouraged to participate in the Resident Financial Literacy Training Program. TDS staff, in conjunction with property management staff, will market the Program with informational Flyers and at periodic events held in the Clubhouse to identify and recruit prospective residents. Financial Literacy Program goals and requirements will be clearly articulated to residents, so that expectations are understood for the various training sessions. TDS experience with training programs at existing developments is that resident participation is facilitated when information is conveyed in a clear, friendly, and supportive manner.

Rose Garcia / Executive Director

11-8-21
Date

62
elo Vista Church
Anytime Fitness Montana & Lee Trevino
IronGrind True Fitness
Lone Star City Furniture
bin EL Washington Sr Elem
E Green Dr
Oasis Dr
Delafield Dr
Breckenridge Dr
PEBBLE HILLS NORTH
Breckenridge Dr
Cardigan Dr
Brownfield Dr
Tenaha Ave

UNIT DATA			
UNIT TYPE	UNIT AMOUNT		S.F/UNIT
1 BEDROOM	24		704 S.F.
2 BEDROOM	14		883 S.F.
1 BR ACCESSIBLE		2	704 S.F.
2 BR ACCESSIBLE		2	883 S.F.
1 BR VHI		1	704 S.F.
2 BR VHI		1	883 S.F.
	27	704 S.F.	19,008 S.F.
	17	883 S.F.	15,011 S.F.
TOTAL UNIT AMOUNT	**44**		34,019 S.F.

PARKING DATA -			
UNIT TYPE	UNIT AMOUNT	REQUIRED/ELDERLY .7	TOTAL
1 BEDROOM	27	1.5x.7 x UNIT	29
2 BEDROOM	17	2 x .7 x UNIT	24
TOTAL REQUIRED			53
TOTAL SHOWN IN COMPLEX			56
ACCESSIBLE PARKING SPACES REQUIRED AS PER TAS TABLE 208.2			3
ACCESSIBLE PARKING SPACES PROVIDED			7
BICYCLE RACKS REQUIRED 1 PER 10 UNITS			5 SPCS
BICYCLE RACKS PROVIDED			5 SPCS .

RIDGESTONE SENIOR
MONTANA AVE.

SUMMARY AREAS TABLE

	UNIT	TYPE	QTY	NET RENTABLE SF/UNIT	NET RENTABLE SF/UNIT
TYPE A	INCLUDING ADA UNITS	1BED/1BATH	27.00	704.00	19,008.00
TYPE B	INCLUDING ADA UNITS	2-BED/1 BATH	17.00	883.00	15,011.00
	TOTALS		44.00		34,019 S.F.

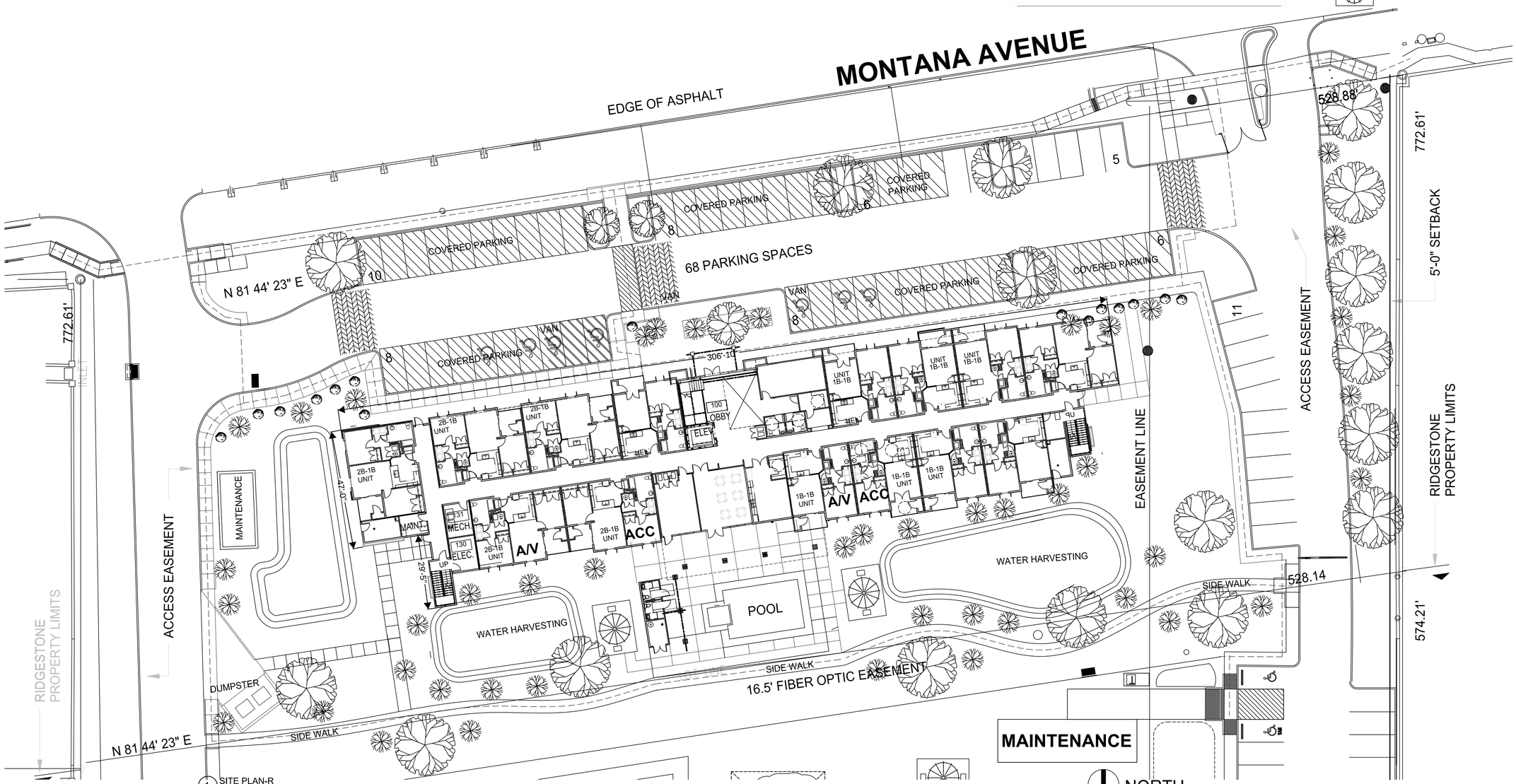
BUILDING TOTALS

SPACE	GROSS SF
UNITS (NRA)	34,019.00
CORRIDORS	6,927.00
SUBTOTAL	40,946.00
NON-NRA COMMON SPACE AMENITIES	
LOBBY	2,322.00
MAIL, OFFICES	670.00
COMMUNITY ROOMS	488.59
KITCHEN/PANTRY	295.00
FITNESS	387.00
MAINTENANCE	516.00
SUBTOTAL NON-NRA	4,678.59
UTILITY COMMON SPACE	
MECHANICAL/ELECTRICAL	990.00
STAIRS, ELEVATOR, STORAGE	2,269.00
SUBTOTAL	3,259.00
TOTAL BUILDING SF	48,883.59
TOTAL SF/NRA RATION	70%

34,359.00

SITE LEGEND

- 1 BICYCLE PARKING SPACE PER 5 DWELLING UNITS
- SIDEWALKS GREATER THAN 5'-0" IN WIDTH TROUGH-OUT THE COMPLEX
- CONTINUOUS SIDEWALK WALKING PAD TROUGH-OUT THE COMPLEX
- TREES
- SPEED LIMIT 20 MILES /HOUR — TRAFFIC SPEED OF 20 MILES PER HOUR OR LESS
- INTERSECTIONS WITH PEDESTRIAN REFUGES, BULB OUTS.
- SPEED TABLES
- ALL SITE LIGHTING IN SMART CONTROL TIMERS
- APT — APARTMENT BUILDING
- ACCESSIBLE ROUTE
- ADA UNIT
- VHI — AVA UNIT
- GAZEBO



1 SITE PLAN-R
1" = 20'-0"

F:\PROJECTS\IBI TDHCA PROJECTS\PULLMAN MONTANA
01/03/2020 4:44:36 PM

1315

WDA
Wright Dalbin Architects
Planning · Architecture · Construction

THE USE OF THIS SEAL IS AUTHORIZED BY THE ARCHITECT WHOSE NAME APPEARS, ANY UNAUTHORIZED USE, NAMELY, OR ABOVE REPRESENTATION OF THIS SEAL, WILL CAUSE NO LIABILITY, DIRECT OR INDIRECT, WHICH MAY RESULT FROM ITS USE. NO PERSON MAY MAKE ANY MODIFICATION TO THIS ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECT'S EXPRESS WRITTEN PERMISSION.

THIS DRAWING AND RELATED SPECIFICATIONS, FIELD DATA, NOTES, AND OTHER DOCUMENTS, INCLUDING ALL DOCUMENTS ON ELECTRONIC MEDIA, WERE PREPARED BY AND ARE THE PROPERTY OF WRIGHT & DALBIN ARCHITECTS OF SERVICE, AND SHALL REMAIN THE PROPERTY OF WRIGHT & DALBIN ARCHITECTS, INC.

THIS DRAWING CAN BE USED AS A BACKGROUND.

IF YOU SHOULD HAVE ANY COMPLAINTS REGARDING THIS ARCHITECTURAL FIRM, PLEASE BE INFORMED THAT THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS HAS JURISDICTION OVER COMPLAINTS REGARDING THIS FIRM'S PROFESSIONAL PRACTICE. THE MAILING ADDRESS IS TBAE, P.O. BOX 12337, AUSTIN, TEXAS 78711, (512) 305-9000.

COPYRIGHT 2020 WRIGHT & DALBIN ARCHITECTS, INC.

JANUARY - 2020

CONSULTANTS

CONTRACT DOCUMENTS COORDINATION

THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS
COINCIDENTAL. GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

RIDGESTONE SENIOR

11040 MONTANA AVE,
EL PASO TX, 79936

OWNER

INVESTMENT IBI BUILDERS INC.

MARK	DATE	DESCRIPTION

20-0000
01/01/2020
WDA
FD

SHEET TITLE

SITE PLAN

AS-101

Clear Entire Form

1316

2022 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for support resolution for the Texas Dept. of Housing and Community Affairs as part of the 2022 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- ***The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Friday, November 5, 2021 by 5:00 pm (MST)***

SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Sunset Vista Seniors, Ltd. (Applicant) / Investment Builders, Inc. (Developer)
2. Contact Person: Roy Lopez
3. Applicant Address: 7400 Viscount Blvd, Suite 109, El Paso, TX 79925

   Phone: 915-255-6588 E-Mail: rlopez@ibitoday.com
4. Name of Proposed Development: Sunset Vista Seniors
5. Proposed Development Address/Location: 1333 Pullman Drive, El Paso, TX 79936
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive): 9% Regional Competitive

SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): $7,706,056
4. Cost per square foot: $152.30
5. Amount of tax credits being requested of TDHCA: $714,000
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	26	1		15	6	4
2 Bedroom	16	1		13	2	0
3 Bedroom						
4 Bedroom						
Totals	42	2		28	8	4

7. Is the proposed development site properly zoned for proposed development? Yes ☑ No ☐
   a. Current Zoning: C-4
8. Are property taxes current for the site? Yes ☑ No ☐
   If yes, provide a copy of current property tax receipt, or print-out from:
   https://actweb.acttax.com/act_webdev/elpaso/index.jsp Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes ☐ No ☑
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: $ N/A
   Or, total amount of requested fee waiver from the City of El Paso: $ 500.00
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):

Acquisition:	$
Design/Soft Costs:	$
New Construction of Housing Units:	$
Rehabilitation/Conversion of Housing Units:	$
Funds from other sources:	$
Total Project Cost:	$

3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):
   How many of the existing dwelling units are occupied? _____ Vacant? _____
   If completely vacant, how long has the property been vacant? _____
   Are any of the units owner-occupied? _____
   Will Temporary or permanent relocation be required? _____

4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than $200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.
   Do you agree to meet or exceed the Section 3 requirements noted above? Yes ☐ No ☐

5. Submit the following financial documents (for those requesting HOME/CDBG funds):
   a. Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
   b. Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):
   a. Copy of Relocation Plan. Submit as Attachment C-6.a.
   b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.
   c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

Please note: *Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.*

SECTION D. CERTIFICATIONS

RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 5, 2021 BY 5:00 PM (MST).

Submittals received after 5:00 pm on November 5, 2021 MST will not be considered for support.

Applications must be submitted by emailing a link to your application contained within a file sharing service. Please notify DCHD staff by emailing **housingprograms@elpasotexas.gov** that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the waiver for electronic submission.

4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required): _____

Printed Name/Title: Roy Lopez, Senior Vice President Date: 11/18/2021

FOR STAFF USE ONLY: Received by: _____ **Date:** _____

Review for Completeness by: _____

City of El Paso Project Evaluation Criteria

Value Statement 1:

This proposed affordable housing apartment community will meet or exceed all of the desired living conditions promoted by TDHCA in this year's competitive housing tax credit application cycle.

Future residents will enjoy living in a luxurious and quiet senior community on a 1.89-acre site in a safe and vibrant neighborhood with a poverty rate of 15.4%. Located at 1333 Pullman Drive in a 1st quartile census tract. Residents will be close to supermarkets, retail outlets, restaurants, doctor and dentist offices, and a number of other neighborhood amenities and conveniences.

This 42-unit project will consist of 26 one-bedroom and 16 two-bedroom units that will serve all households as presented in the Unit Mix Schedule in Section B, Item 6. We have made every effort to provide the highest number of affordable units with the amount of tax credits available for this project.

In addition to all of the neighborhood amenities available to these residents, such as full-service grocery store, healthcare facility, proximity to public parks and public transportation, **the project amenities provided at no additional cost to the residents** are normally found only in upscale apartment communities. These amenities include: one covered parking space for each unit; a swimming pool; a fully furnished exercise facility in the clubhouse; a full complement of Energy-Star appliances including a large refrigerator; a gas stove and oven; a built-in microwave, a dishwasher and a full-size washer and dryer in each unit. Energy-Star rated ceiling fans and lighting as well as all other mandatory development amenities not listed above will be provided as required by TDHCA.

The project will also incorporate many Green Building features to lower the impact on the local environment and provide utility cost savings to the residents. High efficiency 15-Seer refrigerated air conditioning will provide comfort as well as use less electricity and save on El Paso's scarce water resources by not using evaporative cooling. All windows will be Energy-Star rated and walls and ceilings will be insulated with R-15/R-30 values respectively. Native plants and drip irrigation will be used to conserve water as well.

Funding sources for this project are expected to come from (1) a conventional mortgage loan of $1,410,000 at 5.40% interest with payments amortized over 40 years; (2) tax credit equity of

$6,282,572 and (3) deferred developer fee of $13,484 to be paid from the project's operating cash flow during the initial 15-year compliance period. These amounts will provide the $8,057,904 of total development funds needed to build this project.

Our goal is to provide safe, high quality affordable housing for economically disadvantaged seniors who are trying to improve their quality of life. Our experience of over 25 years in providing affordable housing to those in need has taught us that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of 45 years. Indeed, this project could not be built without an award of 9% competitive tax credits.

Value Statement 2:

The proposed development will provide support to assist its residents in breaking the cycle of poverty and support upward mobility by either directly providing or facilitating social services in the following categories:

a) Education – the Applicant has contracted with Better Texans Services, Inc. to provide (1) English as a second language classes; (2) computer training; (3) GED preparation classes; and (4) health education courses.

b) Economic development- the Applicant has contracted with Tierra Del Sol Housing Corporation (TDS) to conduct training in Basic Financial Literacy Skills and Homebuyer Education. TDS will also assist families with Financial Management and Planning, and Credit Rebuilding.

c) Supportive/social services – the Applicant has also contracted with Better Texans Services, Inc. to provide the following supportive/social services: (1) annual income tax preparation; (2) food pantry; (3) health fair; (4) Notary Services; and (5) on-site social events.

Value Statement 3:

The residents of the proposed development will be given the opportunity for inclusiveness and afforded an opportunity to access public services by satisfying the following criteria:

a) Although the proposed development will have perimeter fencing, there will be access points or gateway openings for residents to access the surrounding neighborhoods and commercial/public services. This development is proposed to be part of a larger planned development to include shopping, entertainment, fitness center, office space, dining and hotel accommodations. There will be ADA compliant sideways,

ramps and parking so there will be no barriers to the neighboring community or public services.

b) The proposed development will be designed to include gathering points such as the community space in the clubhouse, picnic areas, and swimming pool that residents may enjoy and invite friends from the neighborhood.

c) The proposed development is designed to have a mix of household at various income levels including 30%, 50%, 60% and 80%/Market area median income households.

Value Statement 4:

The Applicant has a local presence and long-term accountability in El Paso.

a) Past experience - Investment Builders, Inc. (IBI) is a Texas corporation formed in September, 1993 and completed its first tax credit development in El Paso in 1995. IBI has since developed, built, managed and owned more than 40 affordable housing developments consisting of more than 3,000 units serving residents at or below 60% of the Area Median Family Income. Thirty of these developments are located in the City of El Paso.

b) A staff presence in El Paso of at least 5 employees -IBI is led by highly qualified and professional individuals, each providing extensive experience in their respective areas. IBI currently has a full-time office staff of 6 employees and a full-time field staff of 4 employees, all working from its office located at 7400 Viscount, Suite 109, El Paso, Texas 79925. Each of these employees has been with the Company for more than 10 years.

c) With 5 or more years of experience as part of a development team, financing, building, operating or managing affordable housing in El Paso -Each of the employees referenced in (b) above has been with the company more than 10 years and has been involved in every phase of developing, obtaining financing, building, owning and managing affordable housing.

d) A commitment to extended affordability beyond 30 years. A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least 45 years.

Value Statement 5:

The proposed development meets the City's Smart Growth Initiative as set out in Plan El Paso by meeting the following Policy goals:

The final design and construction of the development will adhere to smart growth general design principles to ensure that it accommodates and maximizes the social, economic and environmental opportunities of the Smart Growth Plan for El Paso. Pursuant to receiving a support letter from the City of El Paso and award by TDHCA, the final design will incorporate the following smart growth elements, see attached site plan for additional detailing:

Goal 1.9 Industrial Lands – the proposed development will be located in an in-fill area of G-7, adjacent to two other multifamily developments and retail and warehouse, office and commercial space.

Goal 1.10.5 Growth Areas and Overlays – the proposed development is proposed for seniors and will fill in vacant land within this G-7 area and supplement the limited housing stock.

Goal 2.1 Smart Location Principals –the proposed development site is located within ¼ mile of a transit bus stop with continuous sidewalks. This will minimize excessive travel and reduce the need for private automobiles for the senior population in the community.

Goal 4.1 Compact Urban Area – the proposed development will be located in a G-7 in-fill industrial area located within ¼ mile of a transit bus stop with continuous sidewalks. Thoroughfares have sidewalks for safer travel for pedestrians.

Goal 4.7 Air Quality – the proposed development will present the opportunity to increase travel choices by the location near public transportation and community amenities.

Goal 4.11 Public Transportation – the proposed development is currently within ¼ mile of a public transit stop and the development will be designed with ADA compliant sidewalks and ramps that will connect to city infrastructure sidewalks to enable residents easy access to transportation options.

Goal 6.1 Housing Supply – the proposed development will offer housing choice to meet the financial, lifestyle and cultural needs of El Paso's diverse population. The development will service seniors with special needs including veterans, homeless, and persons with disabilities.

Goal 6.2 Existing Neighborhoods – the proposed development is adjacent to two other multifamily developments. This will be a small development to integrate into the existing neighborhood

Goal 6.3 Walkable Neighborhoods – the proposed development will allow residents to connect to the city around them by the walkable bus stop and accessible sidewalks surrounding the development.

Goal 6.4 Housing Affordability – the proposed development expands the availability of affordable housing and housing choice in El Paso.

Goal 7.3 Dynamic Walkable Neighborhoods – the proposed development is proposed for senior; however, it will in-fill vacant land for new development to balance housing opportunities, retail, services and employment with walkable and transit connectability.

Goal 9.4 Exposure to Environmental Risk – the Applicant will work with the City to reduce environmental risk factors by helping to reduce risk of injury and fatality due to vehicular accidents and reducing exposure to air pollution by encouraging walking, cycling and transit usage.

Goal 9.5 Encourage Physical Activity Through Design – the proposed development will be walkable to retail and transit stops with full sidewalk access for connectivity.

Goal 9.6 Encourage Well-Being – the proposed development will encourage psychological and emotional well-being by reducing commuting times to maximize time with family and friends; support the City's Dark Sky Ordinance and integrate the development into the fabric of the existing neighborhood.

Goal 10.5 Stormwater – the proposed development is not located in a floodplain and will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Goal 10.6 Atmosphere – The proposed development will encourage walking, biking and limited automobile use with emphasis on van pooling and public transportation. The design will include installing trees and groundcover in parking areas.

Goal 10.7 Energy/Public Transit – the proposed development is an in-fill site on vacant land that will be located within walking distance of a public transit stop to help reduce the need for personal automobiles. The development will include energy efficient building systems, fixtures and appliances.

Goal 10.8 Protect and enhance ecologically sensitive areas – the proposed development is not located in an ecologically sensitive area.

Goal 10.9 Preserve the valuable natural resources of the mountain and hillside areas – the proposed development is not located in a mountain or hillside area.

Goal 10.10 Protect the community from risks associated with geologic conditions – the proposed development in not located near active fault areas; however, the development will be constructed in such a manner as to prevent unnecessary grading and use erosion control measures

Goal 10.13 Protect City residents from the effects of excessive noise or vibration – the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

Goal 10.14 Improve public safety by developing appropriate lighting and control standards – the proposed development will be designed with public safety in mind. Adequate lighting for the development will be provided for the safety and well-being of the residents. The development will be designed in accordance with city lighting codes to help protect the "dark sky".

Regional Land Use Patterns

Goal 1.3 Neighborhood Retrofits – the proposed development will be located within ¼ mile from a Sun Metro bus stop with full sidewalk access and is within walking distance of retail and employment centers.

Urban Design – Smart Location Principles

Policy 2.1.2 – the proposed development will be located in an area with minimum of 90 intersections (the majority being residential neighborhood intersections)

Policy 2.1.3 – the development will be located within ¼ mile of a Sun Metro bus stop with sidewalk access

Policy 2.1.4 – the development will be within walking distance of existing retail, office and employment

Policy 2.1.6 – the development is located along a major thoroughfare with bicycle lanes. The design will consider the addition of bicycle parking on the site.

Policy 2.1.7 – the development will NOT be located in a 100-year floodplain

Policy 2.1.10 – the development will NOT be located in an O-2 Natural area or has a slope greater than 15%.

Policy 2.1.11 – the development will NOT be located in an area where imperiled species or ecological communities have been identified

Policy 2.1.14 – the development will NOT be located on land the is currently or has recently been utilized for farming

Housing

Housing Supply Goal 6.1 – the development will consist of multiple apartment buildings.

Existing Neighborhoods Goal 6.2 – the development will NOT include commercial space.

Walkable Neighborhoods Goal 6.3 – the development will include energy efficient building systems, fixtures and appliances; however, due to the small size of this development, the expense of the LEED Silver certification is cost prohibitive.

Housing Affordability Goal 6.4 – Census Block Group 481410103383 has a Housing + Transportation index of 72%

Health

Environmental Risk Factors Goal 9.4 – not applicable to this development

Physical Activity Goal 9.5 – not applicable to this development

Sustainability

Stormwater Goal 10.5 – the development will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Atmosphere Goal 10.6 - the development will be designed to create shade by installing tress throughout the development site and providing covered parking to reduce heat radiated from pavement in parking areas.

Noise and Vibration Goal 10.13 - the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

This Applicant hereby acknowledges and commits itself to the items listed in this narrative, upon receiving a support letter from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

CONTRACT FOR DELIVERY OF SOCIAL SERVICES

This Contract for Delivery of Social Services (this "**Agreement**") is made and entered into this 1st day of November 2021, by and between Sunset Vista Seniors, Ltd., a Texas Limited Partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**").

W I T N E S S E T H:

WHEREAS, Owner is developing and will own and operate a 46 unit senior (multi-family/senior) development known as Sunset Vista Seniors (the "**Property**") located in El Paso, Texas; and

WHEREAS, Owner desires to engage Contractor to coordinate the provision of certain services for the residents of the Property more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes; and

WHEREAS, Contractor desires to coordinate the provision of such services for and on behalf of Owner under and pursuant to the terms of this Agreement.

A G R E E M E N T

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Services to be Rendered by Contractor.

(a) For and during the full term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate and document the provision of the services described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "**Services**").

(b) Contractor agrees that the Services will be provided at no cost to the residents of the Project. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations.

(c) Consistent with Section 13 hereof, neither Contractor nor Owner shall change the Services provided from those described on Exhibit A without a written agreement to amend this Agreement, signed by both parties.

2. Payment for Services; Reimbursement.

(a) As consideration for Contractor's coordination of the Services, Owner shall pay Contractor the amount indicated below (the "**Service Fee**") in accordance with the following:

The sum of Two hundred thirty and 00/100 Dollars ($230.00) monthly. Each invoice submitted to Owner shall be paid by Owner to Contractor within thirty (30) days of receipt by Owner. The Service Fee shall increase at each renewal term by not more than three and one half percent (3.5%).

(b) The Service Fee shall be paid as follows:

The Service Fee shall be paid as an operating expense of Owner, before Owner distributes any of its net cash flow to its partners or their affiliates.

(c) To the extent any of the Services required by Owner hereunder mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the vendor. Contractor shall have no responsibility for paying such expenses. Notwithstanding the foregoing, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services hereunder, Owner shall promptly reimburse Contractor for such expenditure, within five (5) days of Owner's receipt of an invoice for same. Out-of-pocket expenses may include, but are not limited to, transportation to off-site services, on-site instructors, off-site courses, and program supplies.

3. Term. Subject to the other provisions hereof, the obligations of the parties to this Agreement shall commence on the date that the first tenant moves in to the Property and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall provide Contractor notice in writing 30 days before commencement date. Thereafter, the Agreement shall automatically renew in one year increments (each, a "**Renewal Term**") up to ten Renewal Terms. Notwithstanding the foregoing, this Agreement may be terminated in the Initial Term or any Renewal Term as follows:

(a) upon the mutual written consent of the parties hereto;

(b) by either party provided that the terminating party has given the non-terminating party at least thirty (30) days advance written notice of its decision to terminate the Agreement; or

(c) in the event the one party believes the other party has defaulted in the performance of its obligations under this Agreement, then the non-defaulting party shall provide the defaulting party with a written notice detailing such default; the defaulting party shall then have five (5) business days after the date of such notice to cure such default to the non-defaulting party's satisfaction; if the defaulting party fails to cure such default to the non-defaulting party's satisfaction in such time period, the non-defaulting party shall have the right to terminate this Agreement immediately without further action.

Upon termination of this Agreement, all accrued but unpaid Service Fee shall be paid by Owner to Contractor.

4. Access and Cooperation. Owner agrees to allow Contractor and its agents, employees and subcontractors access to the Project during all reasonable hours.

5. Indemnity and Insurance.

(a) Contractor agrees to indemnify, defend and hold harmless Owner from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement.

(b) To the extent that Owner is allowed under its policy, Owner shall add Contractor as an additional insured to its existing general liability policy which covers the Property.

(c) Owner hereby indemnifies and saves harmless Contractor, as well as its directors, officers, partners, employees, agents, successors and assigns from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and cause of action (including reasonable costs and attorneys' fees) arising from or incident to the Property, other than those arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement.

6. Independent Contractor. The parties understand and agree that Contractor is an independent contractor engaged in the operation of its own business, that Contractor and its employees shall not be considered to be an agent for employee of, or venturer with, Owner for any purpose whatsoever and further agree that Contractor has no general authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of Owner. Contractor and its employees shall perform all their duties and the services described herein in a manner consistent with this Agreement and the policies generally applicable to the Property. Contractor and its employees will identify and represent to all persons, firms, companies and regulatory authorities that Contractor and its employees are independent contractors and not employees or agents of Owner.

7. Exclusive Agreement. In consideration of Contractor entering into this Agreement, Owner agrees that during the term of this Agreement Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter hereof.

10. Headings. The subject headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

11. Severability. In case any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Notices. Any notice to be given hereunder must be in writing and shall be deemed given (a) when delivered in person against receipt thereof, (b) two business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid, (c) when delivered by a commercial courier or messenger service against receipt thereof or (d) when transmitted by telecopier with confirmed answerback, and addressed as follows:

If to Owner:

Sunset Vista Seniors, Ltd.
7400 Viscount Blvd., Suite 109
El Paso, TX 79925
Attention: Ray Lopez
Phone: 915-599-1245
Email: rlopez@ibitoday.com

If to Contractor:

P.O. Box 101295
Fort Worth, TX 76185
Telephone No.: (817) 585-1195
Facsimile No.: (817) 231-0161
Attention: Aubrea Hance

Either party may specify a new address or additional addresses at any time by notice in writing to the other party given in the manner hereinabove provided.

13. Amendment to Agreement. This Agreement may only be amended by written instrument signed by the parties hereto.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas.

15. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of each other party.

16. Attorneys' Fees. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing party in connection therewith.

17. Jurisdiction and Venue. The parties agree that the exclusive jurisdiction and venue for any suit, action or proceeding arising out of this Agreement shall be any state or federal court sitting in Tarrant County, Texas, and each party waives, to the extent permitted by law, any and all objections to such jurisdiction and venue.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above set forth.

OWNER: Sunset Vista Seniors, Ltd.,
a Texas Limited Partnership,

By: Investment Builders Inc.,
its general partner

By: _____
Name: Ike Monty
Title: President

CONTRACTOR: Better Texans Services, Inc.
a Texas corporation

By: _____
Aubrea Hance, President

SUNSET VISTA SENIORS - EXHIBIT A (1 of 2)
SERVICES

Contractor hereby agrees to coordinate a combination of services from the following list to ensure a total of ten (10) points:

(A) Transportation Supportive Services

(i) shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points);

(ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point);

(B) Children Supportive Services

(i) provide a High Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of 10 TAC §11.101(b)(5)(C)(i)(I). (Half of the points required under 10 TAC §11.101(b)(7));

(ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points);

(C) Adult Supportive Services

(i) Four hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);

(ii) annual income tax preparation (offered by an income tax prep service) or IRS-certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit (1 point);

(iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);

(iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);

(D) Health Supportive Services

(i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);

(ii) annual health fair provided by a health care professional (1 point);

SUNSET VISTA SENIORS - EXHIBIT A (2 of 2)
SERVICES

(iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points);

(iv) contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);

(E) Community Supportive Services

(i) partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.) (2 points);

(ii) Notary Services during regular business hours (§2306.6710(b)(3)) (1 point);

(iii) twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes) (1 point);

(iv) twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 point);

(v) specific service coordination services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 points);

(vi) weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);

(vii) any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);

(viii) a part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development (2 points);

(ix) provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college (2 points).

Agreed:

For Owner:	For Contractor:
Name: Ike Monty	Aubrea Hance, President
Title: President	

Tierra Del Sol
Housing Corporation

Tierra Del Sol Housing Corporation
Resident Financial Literacy and Homebuyer Education Program

Tierra Del Sol Housing Corporation "TDS" will conduct training in Basic Financial Literacy Skills and Homebuyer Education to Sunset Vista Seniors residents. Training will be provided to all residents on-site in Sunset Vista Seniors' community room. Training will be provided quarterly including the following program subjects:

- Homebuyer Education
- Identifying strategies for increasing income
- Developing critical thinking skills to support financial decision making
- Identifying and obtaining jobs that pay enough to meet basic needs
- Understanding Employment Stability
- Avoiding loans, fees, and practices that are exploitive, fraudulent, & predatory
- Using debt intelligently to acquire appreciating asset
- Identity Theft Prevention Strategies
- Credit Rebuilding Strategies
- Creating a community network for information and support

Individual family coaching will also be provided to assist residents with Financial Management and Planning and Credit Rebuilding.

TDS Resident Financial Literacy/Homebuyer Education Program staff has extensive experience in Financial Literacy Training and Counseling. Homebuyer Education and Basic Financial Literacy Skills Class will be offered (4) times per year. The scheduling of the sessions will be offered to all residents at pre-arranged times which are convenient. In addition, the Financial Literacy Program can be customized to address the specific financial needs of the residents.

Resident Financial Literacy Training Program Budget

The Financial Literacy/Homebuyer Education Program budget will include:

- $3,000 annually will be provided from the Sunset Vista Seniors operating budget for Program Expenses
- Computers/Internet will be available to the Sunset Vista Seniors residents for Financial Literacy Programming and Homebuyer Education purpose in the Clubhouse
- TDS will provide Financial Literacy instructors/counselors to teach classes and provide individual family coaching services

Tenant Recruitment and Participation

Sunset Vista Seniors residents will be highly encouraged to participate in the Resident Financial Literacy Training Program. TDS staff, in conjunction with property management staff, will market the Program with informational Flyers and at periodic events held in the Clubhouse to identify and recruit prospective residents. Financial Literacy Program goals and requirements will be clearly articulated to residents, so that expectations are understood for the various training sessions. TDS experience with training programs at existing developments is that resident participation is facilitated when information is conveyed in a clear, friendly, and supportive manner.

Rose Garcia / Executive Director

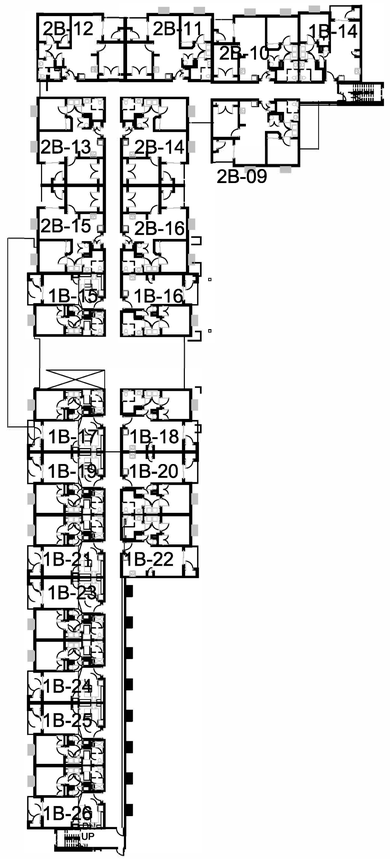
11-8-21
Date

EQUAL HOUSING LENDER

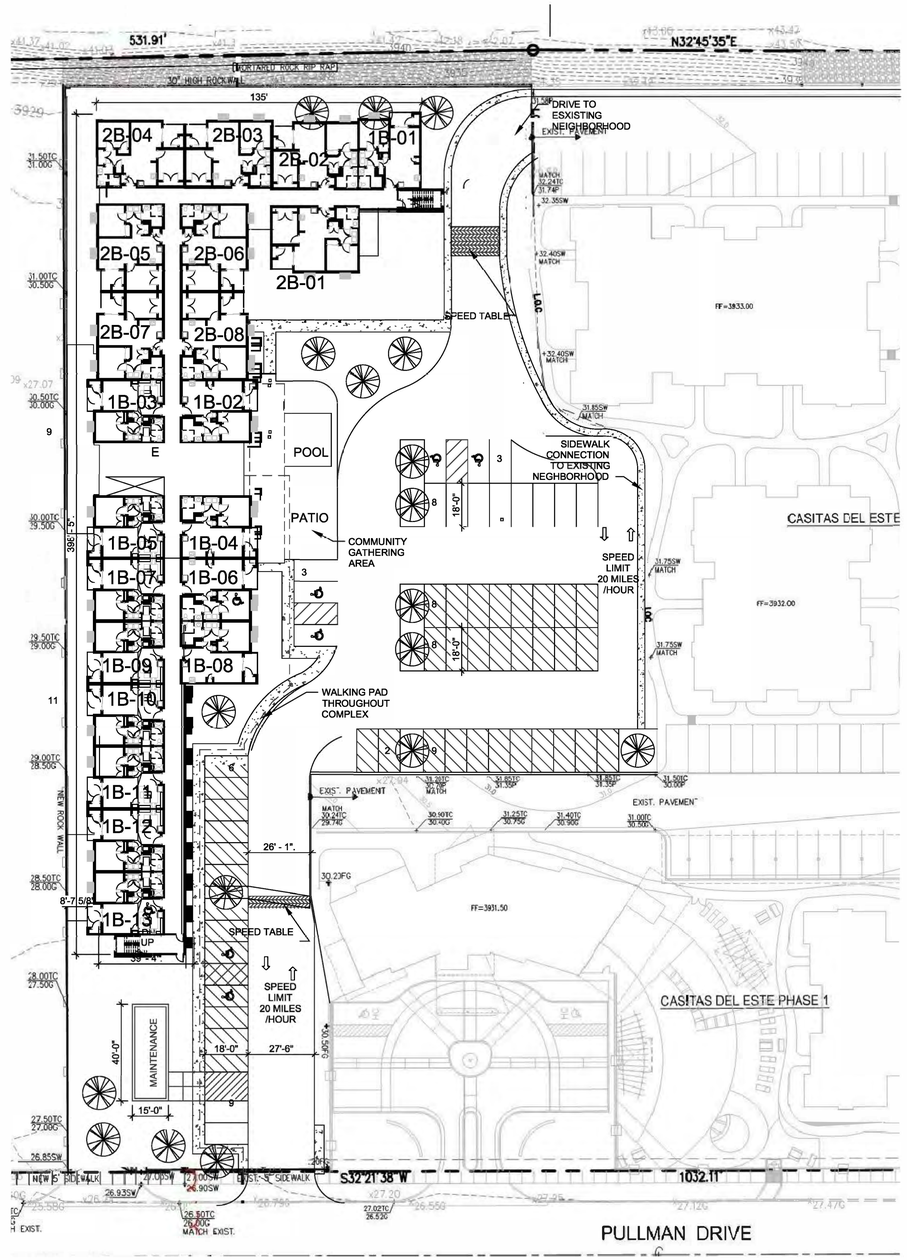
210 E. Idaho, Suite B • Las Cruces, NM 88005 • (575) 541-0477 • (575) 541-0476 Fax

NeighborWorks CHARTER MEMBER

Henry Brennan Dr
Chick-fil-A
N Zaragoza Rd
Desert Oak Barbecue
Rojas Dr



2 SECOND FLOOR PLAN
1" = 30'-0"



1 GROUND FLOOR/SITE PLAN
1" = 30'-0"

FIRE HYDRANT & ACCESSIBLE ROUTE LEGEND

- ACCESSIBLE ROUTE
- 400' — FIRE HYDRANT COVERAGE
- FH — FIRE HYDRANT

SITE LEGEND

- 1 BICYCLE PARKING SPACE PER 5 DWELING UNITS
- SIDEWALKS GREATER THAN 5'-0" IN WIDTH TROUGH-OUT THE COMPLEX
- CONTINUOUS SIDEWALK WALKING PAD TROUGH-OUT THE COMPLEX
- STREET TREES
- SPEED LIMIT 20 MILES /HOUR — TRAFFIC SPEED OF 20 MILES PER HOUR OR LESS
- SPEED TABLES
- ALL SITE LIGHTING IN SMART CONTROL TIMERS
- COVERED PARKING

LAND DATA
AREA 82,387.13 SF = 1.89 ACRES

SUNSET VISTA SENIOR - 2 STORY BUILDING UNIT DATA						
UNIT TYPE	UNIT AMOUNT	AREA	ACCESSIBLE	5%	VHI	2%
1 BEDROOM	26	712 SF	1 BR ACCESSIBLE	2	1 BR VHI	1
2 BEDROOM	16	903 SF	2 BR ACCESSIBLE	1	2 BR VHI	1
TOTAL UNIT AMOUNT	42	32,960 SF		3		2

PARKING DATA -				
UNIT TYPE	UNIT AMOUNT	REQUIRED	CODE REDUCTION 70%	TOTAL
1 BEDROOM	26	1. 5/UNIT	39 x - 70% =	28 SPCS
2 BEDROOM	16	2 /UNIT	32 - 70% =	23 SPCS
TOTAL REQUIRED			58 SPCS - 70%	51 SPCS
TOTAL SHOWN IN COMPLEX				61
ACCESSIBLE PARKING SPACES REQUIRED AS PER TAS TABLE 208.2				5
ACCESSIBLE PARKING SPACES PROVIDED				6
BICYCLE RACKS REQUIRED 1 PER 10 UNITS				4 SPCS
BICYCLE RACKS PROVIDED				1 - 5 SPCS .

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

WDA Wright & Dalbin
Planning · Architecture · Construction
2112 Murchison Drive, El Paso, Tx 79930

THE USE OF THIS SEAL IS AUTHORIZED BY THE ARCHITECT WHOSE NAME APPEARS. ANY UNAUTHORIZED USE, MISUSE, OR MISREPRESENTATION OF THIS SEAL WILL VOID ANY DOCUMENT TO WHICH IT IS ATTACHED. THE ARCHITECT WILL NOT ACCEPT ANY ERRORS MADE BY ANY MODIFICATION TO THIS ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECT'S WRITTEN PERMISSION.

THIS DRAWING AND RELATED SPECIFICATIONS, FIELD DATA, NOTES, AND OTHER DOCUMENTS, INCLUDING ALL DOCUMENTS ON ELECTRONIC MEDIA, WERE PREPARED BY WRIGHT & DALBIN ARCHITECTS, INC. AS INSTRUMENTS OF SERVICE, AND SHALL REMAIN THE PROPERTY OF WRIGHT & DALBIN ARCHITECTS, INC.

THIS DRAWING CAN BE USED AS A BACKGROUND.

IF YOU SHOULD HAVE ANY COMPLAINTS REGARDING THIS ARCHITECTURAL FIRM, PLEASE BE INFORMED THAT THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS HAS JURISDICTION OVER COMPLAINTS REGARDING THIS FIRM'S PROFESSIONAL PRACTICE. THE MAILING ADDRESS IS TBAE, P.O. BOX 12337, AUSTIN, TEXAS 78711, (512) 305-9000.

COPYRIGHT 2015 WRIGHT & DALBIN ARCHITECTS, INC.

CONSULTANTS

CONTRACT DOCUMENTS COORDINATION

THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS COINCIDENTAL. GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

SUNSET VISTA SENIORS

FULLMAN DR

OWNER

IBI

MARK	DATE	DESCRIPTION

181158

11/11/21

RDG

FD

SHEET TITLE

ARCHITECTURAL SITE PLAN AND FLOOR PLANS

AC-101

1336

Pullman Senior Housing-OPTIONA-3_detached.rvt
9/8/2021 3:30:54 PM

Clear Entire Form

1337

2022 LOW INCOME HOUSING TAX CREDIT REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for support resolution for the Texas Dept. of Housing and Community Affairs as part of the 2022 Low Income Housing Tax Credit (LIHTC) application process. All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support. 4% HTC applicants must fill out sections A, B and D only.

- ***The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Friday, November 5, 2021 by 5:00 pm (MST)***

SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Villas at Augusta, Ltd. (Applicant) / Investment Builders, Inc. (Developer)
2. Contact Person: Roy Lopez
3. Applicant Address: 7400 Viscount Blvd, Suite 109, El Paso, TX 79925

   Phone: 915-255-6588 E-Mail: rlopez@ibitoday.com
4. Name of Proposed Development: Villas at Augusta
5. Proposed Development Address/Location: SWC of Augusta Dr and N Zaragoza Rd, El Paso, TX 79938
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive): 9% Regional Competitive

SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): New Construction
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): $15,455,842
4. Cost per square foot: $137.41
5. Amount of tax credits being requested of TDHCA: $1,328,000
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	4	0		1	1	2
2 Bedroom	32	0		16	11	5
3 Bedroom	32	1		29	2	0
4 Bedroom	4	1		3	0	0
Totals	72	2		49	14	7

7. Is the proposed development site properly zoned for proposed development? Yes ☑ No ☐
   a. Current Zoning: C-4C
8. Are property taxes current for the site? Yes ☑ No ☐
   If yes, provide a copy of current property tax receipt, or print-out from:
   https://actweb.acttax.com/act_webdev/elpaso/index.jsp Submit as Attachment B-8.
9. Is the property located in a flood zone? Yes ☐ No ☑
10. Submit location map showing the project site. Submit as Attachment B-10.
11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: $ N/A
   Or, total amount of requested fee waiver from the City of El Paso: $ 500.00
2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):

Acquisition:	$
Design/Soft Costs:	$
New Construction of Housing Units:	$
Rehabilitation/Conversion of Housing Units:	$
Funds from other sources:	$
Total Project Cost:	$

3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):
   How many of the existing dwelling units are occupied? _____ Vacant? _____
   If completely vacant, how long has the property been vacant? _____
   Are any of the units owner-occupied? _____
   Will Temporary or permanent relocation be required? _____

4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than $200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.
   Do you agree to meet or exceed the Section 3 requirements noted above? Yes ☐ No ☐

5. Submit the following financial documents (for those requesting HOME/CDBG funds):
   a. Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.
   b. Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):

   a. Copy of Relocation Plan. Submit as Attachment C-6.a.

   b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.

   c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

Please note: *Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.*

SECTION D. CERTIFICATIONS

RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 5, 2021 BY 5:00 PM (MST).

Submittals received after 5:00 pm on November 5, 2021 MST will not be considered for support.

Applications must be submitted by emailing a link to your application contained within a file sharing service. Please notify DCHD staff by emailing **housingprograms@elpasotexas.gov** that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the waiver for electronic submission.

4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR

Person authorized to sign on behalf of proposed development:

I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required): _____

Printed Name/Title: Roy Lopez, Senior Vice President Date: 11/18/2021

FOR STAFF USE ONLY: Received by: _____ **Date:** _____

Review for Completeness by: _____

City of El Paso Project Evaluation Criteria

Value Statement 1:

This proposed affordable housing apartment community will meet or exceed all of the desired living conditions promoted by TDHCA in this year's competitive housing tax credit application cycle.

Future residents will enjoy living in a well-designed and equipped family community on a 6.145-acre site in a safe and vibrant neighborhood with a poverty rate of 8.6%. Located in the SWC of Augusta Drive and N. Zaragosa Road in a 1st quartile census tract just off the Montana rapid transit corridor, residents will be close to supermarkets, retail outlets, restaurants, doctor and dentist offices, and a number of other neighborhood amenities and conveniences.

This 72-unit project will consist of 4 one-bedroom, 32 two-bedroom units, 32 three-bedroom units and 4 four-bedroom units that will serve all households as presented in the Unit Mix Schedule in Section B, Item 6. We have made every effort to provide the highest number of affordable units with the amount of tax credits available for this project.

In addition to all of the neighborhood amenities available to these residents, such as full-service grocery store, healthcare facility, proximity to public parks and public transportation, **the project amenities provided at no additional cost to the residents** are normally found only in upscale apartment communities. These amenities include: one covered parking space for each unit; a swimming pool; a fully furnished exercise facility in the clubhouse; a full complement of Energy-Star appliances including a large refrigerator; a gas stove and oven; a built-in microwave, a dishwasher and a full-size washer and dryer in each unit. Energy-Star rated ceiling fans and lighting as well as all other mandatory development amenities not listed above will be provided as required by TDHCA.

The project will also incorporate many Green Building features to lower the impact on the local environment and provide utility cost savings to the residents. High efficiency 15-Seer refrigerated air conditioning will provide comfort as well as use less electricity and save on El Paso's scarce water resources by not using evaporative cooling. All windows will be Energy-Star rated and walls and ceilings will be insulated with R-15/R-30 values respectively. Native plants and drip irrigation will be used to conserve water as well.

Funding sources for this project are expected to come from (1) a conventional mortgage loan of $3,760,000 at 5.40% interest with payments amortized over 40 years; (2) tax credit equity of $11,685,231 and (3) deferred developer fee of $10,611 to be paid from the project's operating cash flow during the initial 15-year compliance period. These amounts will provide the $15,455,842 of total development funds needed to build this project.

Our goal is to provide safe, high quality affordable housing for economically disadvantaged individuals and families who are trying to improve their quality of life. Our experience of over 25 years in providing affordable housing to those in need has taught us that the Housing Tax Credit Program is the best method available to accomplish this goal while maintaining the financial viability to sustain the project over its extended affordability period of 45 years. Indeed, this project could not be built without an award of 9% competitive tax credits.

Value Statement 2:

The proposed development will provide support to assist its residents in breaking the cycle of poverty and support upward mobility by either directly providing or facilitating social services in the following categories:

a) Education – the Applicant has contracted with Better Texans Services, Inc. to provide (1) English as a second language classes; (2) computer training; (3) GED preparation classes; and (4) health education courses.

b) Economic development- the Applicant has contracted with Tierra Del Sol Housing Corporation (TDS) to conduct training in Basic Financial Literacy Skills and Homebuyer Education. TDS will also assist families with Financial Management and Planning, and Credit Rebuilding.

c) Supportive/social services – the Applicant has also contracted with Better Texans Services, Inc. to provide the following supportive/social services: (1) annual income tax preparation; (2) food pantry; (3) health fair; (4) Notary Services; and (5) on-site social events.

Value Statement 3:

The residents of the proposed development will be given the opportunity for inclusiveness and afforded an opportunity to access public services by satisfying the following criteria:

a) Although the proposed development will have perimeter fencing, there will be access points or gateway openings for residents to access the surrounding neighborhoods and commercial/public services. This development is proposed to be part of a larger

planned development to include shopping, entertainment, fitness center, office space, dining and hotel accommodations. There will be ADA compliant sideways, ramps and parking so there will be no barriers to the neighboring community or public services.

b) The proposed development will be designed to include gathering points such as the community space in the clubhouse, picnic areas, playground and swimming pool that residents may enjoy and invite friends from the neighborhood.

c) The proposed development is designed to have a mix of household at various income levels including 30%, 50%, 60% and 80%/Market area median income households.

Value Statement 4:

The Applicant has a local presence and long-term accountability in El Paso.

a) Past experience - Investment Builders, Inc. (IBI) is a Texas corporation formed in September, 1993 and completed its first tax credit development in El Paso in 1995. IBI has since developed, built, managed and owned more than 40 affordable housing developments consisting of more than 3,000 units serving residents at or below 60% of the Area Median Family Income. Thirty of these developments are located in the City of El Paso.

b) A staff presence in El Paso of at least 5 employees -IBI is led by highly qualified and professional individuals, each providing extensive experience in their respective areas. IBI currently has a full-time office staff of 6 employees and a full-time field staff of 4 employees, all working from its office located at 7400 Viscount, Suite 109, El Paso, Texas 79925. Each of these employees has been with the Company for more than 10 years.

c) With 5 or more years of experience as part of a development team, financing, building, operating or managing affordable housing in El Paso -Each of the employees referenced in (b) above has been with the company more than 10 years and has been involved in every phase of developing, obtaining financing, building, owning and managing affordable housing.

d) A commitment to extended affordability beyond 30 years. A Land Use Restriction Agreement will be placed on the property to maintain affordability for at least 45 years.

Value Statement 5:

The proposed development meets the City's Smart Growth Initiative as set out in Plan El Paso by meeting the following Policy goals:

The final design and construction of the development will adhere to smart growth general design principles to ensure that it accommodates and maximizes the social, economic and environmental opportunities of the Smart Growth Plan for El Paso. Pursuant to receiving a support letter from the City of El Paso and award by TDHCA, the final design will incorporate the following smart growth elements, see attached site plan for additional detailing:

Goal 1.4 New Neighborhoods – the proposed development will be located in a G-4 developing area of El Paso. There are numerous amenities including retail, grocery, schools and parks within a mile of the proposed site.

Goal 1.10.5 Growth Areas and Overlays – the proposed development is proposed for families within a suburban G-4 area which will provide a greater variety of housing choices among the single family residences in the area.

Goal 2.1 Smart Location Principals –the proposed development site will be located within a mile of a transit bus stop. The design team is considering the inclusion of bicycle parking to allow residents travel options other than private automobiles.

Goal 4.1 Compact Urban Area – the proposed development is proposed for families within a suburban G-4 area which will provide a greater variety of housing choices and many essential amenities within walking and biking distance and limited automobile driving distances.

Goal 4.7 Air Quality – the proposed development will present the opportunity to increase travel choices by the location near public transportation and community amenities which will reduce travel time with private automobiles.

Goal 4.11 Public Transportation – the proposed development will be located in a G-4 suburban area that will be just off the Montana rapid transit corridor and within walking and limited driving distance of numerous amenities.

Goal 6.1 Housing Supply – the proposed development will offer housing choice to meet the financial, lifestyle and cultural needs of El Paso's diverse population, non-traditional and multi-generational families. The development will service individuals and families with special needs including veterans, homeless, children aging out of foster care and persons with disabilities.

Goal 6.2 Existing Neighborhoods – the proposed development is situated among several single-family neighborhoods. This will be a small apartment building to integrate into the existing neighborhood

Goal 6.3 Walkable Neighborhoods – the proposed development will allow residents to connect to the city around them with the Montana rapid transit corridor and the public bus stop at Edgemere. Sidewalks will be designed to connect to the sidewalks into the surrounding neighborhood.

Goal 6.4 Housing Affordability – the proposed development expands the availability of affordable housing and housing choice in El Paso.

Goal 7.3 Dynamic Walkable Neighborhoods – the proposed development is new development to balance housing opportunities, retail, services and employment with walkable and limited driving connectability.

Goal 9.4 Exposure to Environmental Risk – the Applicant will work with the City to reduce environmental risk factors by helping to reduce risk of injury and fatality due to vehicular accidents and reducing exposure to air pollution by encouraging walking, cycling and transit usage.

Goal 9.5 Encourage Physical Activity Through Design – the proposed development will be within walking and biking distances. The development will be designed with a fitness center on-site. All ground floor units will be design with visitablility standards and available to all unit types. There is a safe route through the existing neighborhood to the elementary and middle school.

Goal 9.6 Encourage Well-Being – the proposed development will encourage psychological and emotional well-being by reducing commuting times to maximize time with family and friends; support the City's Dark Sky Ordinance and integrate the development into the fabric of the existing neighborhood.

Goal 10.5 Stormwater – the proposed development is not located in a floodplain and will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Goal 10.6 Atmosphere – The proposed development will encourage walking, biking and limited automobile use with emphasis on van pooling and public transportation. The design will include installing trees and groundcover in parking areas

Goal 10.7 Energy/Public Transit – the proposed development will be located within walking and biking distance of a public transit stop to help reduce the need for personal

automobiles. The development will include energy efficient building systems, fixtures and appliances.

Goal 10.8 Protect and enhance ecologically sensitive areas – the proposed development is not located in an ecologically sensitive area.

Goal 10.9 Preserve the valuable natural resources of the mountain and hillside areas – the proposed development is not located in a mountain or hillside area.

Goal 10.10 Protect the community from risks associated with geologic conditions – the proposed development in not located near active fault areas; however, the development will be constructed in such a manner as to prevent unnecessary grading and use erosion control measures

Goal 10.13 Protect City residents from the effects of excessive noise or vibration – the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

Goal 10.14 Improve public safety by developing appropriate lighting and control standards – the proposed development will be designed with public safety in mind. Adequate lighting for the development will be provided for the safety and well being of the residents. The development will be designed in accordance with city lighting codes to help protect the "dark sky".

Regional Land Use Patterns

Goal 1.3 Neighborhood Retrofits – the proposed development will be located within walking and biking distances or limited driving time to retail, employment and schools. The development will be designed to include a children's playscape and numerous community gathering areas throughout the site.

Urban Design – Smart Location Principles

Policy 2.1.2 – the proposed development will NOT be located in an area with minimum of 90 intersections.

Policy 2.1.3 – the development will NOT be located within ½ mile of RTS or Streetcar route

Policy 2.1.4 - the development will NOT be within ½ mile of retail, office and employment

Policy 2.1.6 – the development will not be located along a corridor with dedicated bicycle lanes

Policy 2.1.7 – the development will NOT be located in a 100-year floodplain

Policy 2.1.10 – the development will NOT be located in an O-2 Natural area or has a slope greater than 15%.

Policy 2.1.11 – the development will NOT be located in an area where imperiled species or ecological communities have been identified

Policy 2.1.14 – the development will NOT be located on land the is currently or has recently been utilized for farming

Housing

Housing Supply Goal 6.1 – the development will provide 12 unit apartment buildings with four and eight unit buildings to provide a variety of housing types.

Existing Neighborhoods Goal 6.2 – the development will NOT include commercial space.

Walkable Neighborhoods Goal 6.3 – the development will include energy efficient building systems, fixtures and appliances; however, due to the small size of this development, the expense of the LEED Silver certification is cost prohibitive.

Housing Affordability Goal 6.4 – Census Block Group 481410103411 has a Housing + Transportation index of 74%

Health

Environmental Risk Factors Goal 9.4 – not applicable to this development

Physical Activity Goal 9.5 – not applicable to this development

Sustainability

Stormwater Goal 10.5 – the development will be designed to consider existing developments downstream and will have park-ponds to control stormwater drainage and retention, as necessary.

Atmosphere Goal 10.6 - the development will be designed to create shade by installing tress throughout the development site and providing covered parking to reduce heat radiated from pavement in parking areas.

Noise and Vibration Goal 10.13 - the proposed development will be designed in accordance with the recommendations of an Environmental Assessment Study concerning noise mitigation.

This Applicant hereby acknowledges and commits itself to the items listed in this narrative, upon receiving a support letter from the City of El Paso and an award of Housing Tax Credits from TDHCA for this proposed development.

CONTRACT FOR DELIVERY OF SOCIAL SERVICES

This Contract for Delivery of Social Services (this "**Agreement**") is made and entered into this 1st day of November 2021, by and between Villas at Augusta, Ltd., a Texas Limited Partnership ("**Owner**"), and Better Texans Services, Inc., a Texas corporation ("**Contractor**").

W I T N E S S E T H:

WHEREAS, Owner is developing and will own and operate a 120 unit family (multi-family/senior) development known as Villas at Augusta (the "**Property**") located in El Paso, Texas; and

WHEREAS, Owner desires to engage Contractor to coordinate the provision of certain services for the residents of the Property more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes; and

WHEREAS, Contractor desires to coordinate the provision of such services for and on behalf of Owner under and pursuant to the terms of this Agreement.

A G R E E M E N T

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Services to be Rendered by Contractor.

(a) For and during the full term of this Agreement, Contractor shall, on behalf of Owner and in accordance with the terms of this Agreement, coordinate and document the provision of the services described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "**Services**").

(b) Contractor agrees that the Services will be provided at no cost to the residents of the Project. The Services will be provided at appropriate facilities on-site at the Property or at other appropriate off-site locations.

(c) Consistent with Section 13 hereof, neither Contractor nor Owner shall change the Services provided from those described on Exhibit A without a written agreement to amend this Agreement, signed by both parties.

2. Payment for Services; Reimbursement.

(a) As consideration for Contractor's coordination of the Services, Owner shall pay Contractor the amount indicated below (the "**Service Fee**") in accordance with the following:

The sum of Six hundred and 00/100 Dollars ($600.00) monthly. Each invoice submitted to Owner shall be paid by Owner to Contractor within thirty (30) days of receipt by Owner. The Service Fee shall increase at each renewal term by not more than three and one half percent (3.5%).

(b) The Service Fee shall be paid as follows:

The Service Fee shall be paid as an operating expense of Owner, before Owner distributes any of its net cash flow to its partners or their affiliates.

(c) To the extent any of the Services required by Owner hereunder mandate the payment of out-of-pocket expenses, Owner shall be responsible for the payment of those expenses, directly to the vendor. Contractor shall have no responsibility for paying such expenses. Notwithstanding the foregoing, if Contractor does pay an out-of-pocket expense on Owner's behalf in conjunction with coordinating the Services hereunder, Owner shall promptly reimburse Contractor for such expenditure, within five (5) days of Owner's receipt of an invoice for same. Out-of-pocket expenses may include, but are not limited to, transportation to off-site services, on-site instructors, off-site courses, and program supplies.

3. Term. Subject to the other provisions hereof, the obligations of the parties to this Agreement shall commence on the date that the first tenant moves in to the Property and shall continue for a period of one year thereafter (the "**Initial Term**"). Owner shall provide Contractor notice in writing 30 days before commencement date. Thereafter, the Agreement shall automatically renew in one year increments (each, a "**Renewal Term**") up to fourteen Renewal Terms. Notwithstanding the foregoing, this Agreement may be terminated in the Initial Term or any Renewal Term as follows:

(a) upon the mutual written consent of the parties hereto;

(b) by either party provided that the terminating party has given the non-terminating party at least thirty (30) days advance written notice of its decision to terminate the Agreement; or

(c) in the event the one party believes the other party has defaulted in the performance of its obligations under this Agreement, then the non-defaulting party shall provide the defaulting party with a written notice detailing such default; the defaulting party shall then have five (5) business days after the date of such notice to cure such default to the non-defaulting party's satisfaction; if the defaulting party fails to cure such default to the non-defaulting party's satisfaction in such time period, the non-defaulting party shall have the right to terminate this Agreement immediately without further action.

Upon termination of this Agreement, all accrued but unpaid Service Fee shall be paid by Owner to Contractor.

4. Access and Cooperation. Owner agrees to allow Contractor and its agents, employees and subcontractors access to the Project during all reasonable hours.

5. Indemnity and Insurance.

(a) Contractor agrees to indemnify, defend and hold harmless Owner from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and causes of action (including reasonable costs and attorneys' fees) arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement.

(b) To the extent that Owner is allowed under its policy, Owner shall add Contractor as an additional insured to its existing general liability policy which covers the Property.

(c) Owner hereby indemnifies and saves harmless Contractor, as well as its directors, officers, partners, employees, agents, successors and assigns from and against any and all manner of actions, judgments, claims, demands, liabilities, obligations and cause of action (including reasonable costs and attorneys' fees) arising from or incident to the Property, other than those arising from or incident to any negligence or willful misconduct of Contractor, its employees, officers, or directors in fulfilling the terms of this Agreement.

6. Independent Contractor. The parties understand and agree that Contractor is an independent contractor engaged in the operation of its own business, that Contractor and its employees shall not be considered to be an agent for employee of, or venturer with, Owner for any purpose whatsoever and further agree that Contractor has no general authority to enter into any contract, assume any obligations, or make any warranties or representations on behalf of Owner. Contractor and its employees shall perform all their duties and the services described herein in a manner consistent with this Agreement and the policies generally applicable to the Property. Contractor and its employees will identify and represent to all persons, firms, companies and regulatory authorities that Contractor and its employees are independent contractors and not employees or agents of Owner.

7. Exclusive Agreement. In consideration of Contractor entering into this Agreement, Owner agrees that during the term of this Agreement Owner shall not enter any agreement with a third party for the furnishing of similar services without the prior written consent of Contractor.

8. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

9. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations and undertakings regarding the subject matter hereof.

10. Headings. The subject headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

11. Severability. In case any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. Notices. Any notice to be given hereunder must be in writing and shall be deemed given (a) when delivered in person against receipt thereof, (b) two business days after deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid, (c) when delivered by a commercial courier or messenger service against receipt thereof or (d) when transmitted by telecopier with confirmed answerback, and addressed as follows:

If to Owner:

Villas at Augusta, Ltd.
7400 Viscount Blvd., Suite 109
El Paso, TX 79925
Attention: Ray Lopez
Phone: 915-599-1245
Email: rlopez@ibitoday.com

If to Contractor:

P.O. Box 101295
Fort Worth, TX 76185
Telephone No.: (817) 585-1195
Facsimile No.: (817) 231-0161
Attention: Aubrea Hance

Either party may specify a new address or additional addresses at any time by notice in writing to the other party given in the manner hereinabove provided.

13. Amendment to Agreement. This Agreement may only be amended by written instrument signed by the parties hereto.

14. Applicable Law. This Agreement will be governed and construed in accordance with the laws of the State of Texas.

15. Assignment. This Agreement may not be assigned by any party hereto without the express written consent of each other party.

16. Attorneys' Fees. Should any party employ an attorney or attorneys to enforce any of the provisions hereof, to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party in any action pursued in courts of competent jurisdiction (the finality of which is not legally contested) agrees to pay to the prevailing party all reasonable costs, damages and expenses, including specifically, but without implied limitation, attorneys' fees, expended or incurred by the prevailing party in connection therewith.

17. Jurisdiction and Venue. The parties agree that the exclusive jurisdiction and venue for any suit, action or proceeding arising out of this Agreement shall be any state or federal court sitting in Tarrant County, Texas, and each party waives, to the extent permitted by law, any and all objections to such jurisdiction and venue.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above set forth.

OWNER: Villas at Augusta, Ltd.,
a Texas Limited Partnership,

By: Investment Builders Inc.,
its general partner

By: _____
Name: Ike Monk
Title: President

CONTRACTOR: Better Texans Services, Inc.
a Texas corporation

By: _____
Aubrea Hance, President

VILLAS AT AUGUSTA - EXHIBIT A (1 of 2)
SERVICES

Contractor hereby agrees to coordinate a combination of services from the following list to ensure a total of ten (10) points:

(A) Transportation Supportive Services

(i) shuttle, at least three days a week, to a grocery store and pharmacy or a major, big-box retailer that includes a grocery store and pharmacy, OR a daily shuttle, during the school year, to and from nearby schools not served by a school bus system for children who live at the Development (3.5 points);

(ii) monthly transportation to community/social events such as mall trips, community theatre, bowling, organized tours, etc. (1 point);

(B) Children Supportive Services

(i) provide a High Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space at the Development Site meeting the requirements of 10 TAC §11.101(b)(5)(C)(i)(I). (Half of the points required under 10 TAC §11.101(b)(7));

(ii) Twelve hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity. Services include after-school and summer care and tutoring, recreational activities, character building programs, mentee opportunities, test preparation, and similar activities that promote the betterment and growth of children and young adults (3.5 points);

(C) Adult Supportive Services

(i) Four hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented, such as English as a second language classes, computer training, financial literacy courses, health education courses, certification courses, GED preparation classes, resume and interview preparatory classes, general presentations about community services and resources, and any other course, class, or presentation that may equip residents with new skills that they may wish to develop (3.5 points);

(ii) annual income tax preparation (offered by an income tax prep service) or IRS-certified VITA (Volunteer Income Tax Assistance) program (offered by a qualified individual) that also emphasizes how to claim the Earned Income Tax Credit (1 point);

(iii) contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; may include resident training programs that train and hire residents for job opportunities inside the development in areas like leasing, tenant services, maintenance, landscaping, or food and beverage operation (2 points);

(iv) external partnerships for provision of weekly substance abuse meetings at the Development Site (1 point);

(D) Health Supportive Services

(i) food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident. While it is possible that transportation may be provided to a local food bank to meet the requirement of this resident service, the resident must not be required to pay for the items they receive at the food bank (2 points);

(ii) annual health fair provided by a health care professional (1 point);

(iii) weekly exercise classes (offered at times when most residents would be likely to attend) (2 points);

(iv) contracted onsite occupational or physical therapy services for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);

(E) Community Supportive Services

(i) partnership with local law enforcement or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents (such activities could include playing sports, having a cook-out, swimming, card games, etc.) (2 points);

(ii) Notary Services during regular business hours (§2306.6710(b)(3)) (1 point);

(iii) twice monthly arts, crafts, and other recreational activities (e.g. Book Clubs and creative writing classes) (1 point);

(iv) twice monthly on-site social events (i.e. potluck dinners, game night, sing-a-longs, movie nights, birthday parties, holiday celebrations, etc.) (1 point);

(v) specific service coordination services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing (3 points);

(vi) weekly home chore services (such as valet trash removal, assistance with recycling, furniture movement, etc., and quarterly preventative maintenance including light bulb replacement) for Elderly Developments or Developments where the service is provided for Persons with Disabilities and documentation to that effect can be provided for monitoring purposes (2 points);

(vii) any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families (1 point);

(viii) a part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development (2 points);

(ix) provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college (2 points).

Agreed:

For Owner:	For Contractor:
Name: Ike Monty	Aubrea Hance, President
Title: President	

Tierra Del Sol
Housing Corporation

Tierra Del Sol Housing Corporation
Resident Financial Literacy and Homebuyer Education Program

Tierra Del Sol Housing Corporation "TDS" will conduct training in Basic Financial Literacy Skills and Homebuyer Education to Villas at Augusta residents. Training will be provided to all residents on-site in Villas at Augusta's community room. Training will be provided quarterly including the following program subjects:

- Homebuyer Education
- Identifying strategies for increasing income
- Developing critical thinking skills to support financial decision making
- Identifying and obtaining jobs that pay enough to meet basic needs
- Understanding Employment Stability
- Avoiding loans, fees, and practices that are exploitive, fraudulent, & predatory
- Using debt intelligently to acquire appreciating asset
- Identity Theft Prevention Strategies
- Credit Rebuilding Strategies
- Creating a community network for information and support

Individual family coaching will also be provided to assist residents with Financial Management and Planning and Credit Rebuilding.

TDS Resident Financial Literacy/Homebuyer Education Program staff has extensive experience in Financial Literacy Training and Counseling. Homebuyer Education and Basic Financial Literacy Skills Class will be offered (4) times per year. The scheduling of the sessions will be offered to all residents at pre-arranged times which are convenient. In addition, the Financial Literacy Program can be customized to address the specific financial needs of the residents.

Resident Financial Literacy Training Program Budget

The Financial Literacy/Homebuyer Education Program budget will include:

- $3,000 annually will be provided from the Villas at Augusta operating budget for Program Expenses
- Computers/Internet will be available to the Villas at Augusta residents for Financial Literacy Programming and Homebuyer Education purpose in the Clubhouse
- TDS will provide Financial Literacy instructors/counselors to teach classes and provide individual family coaching services

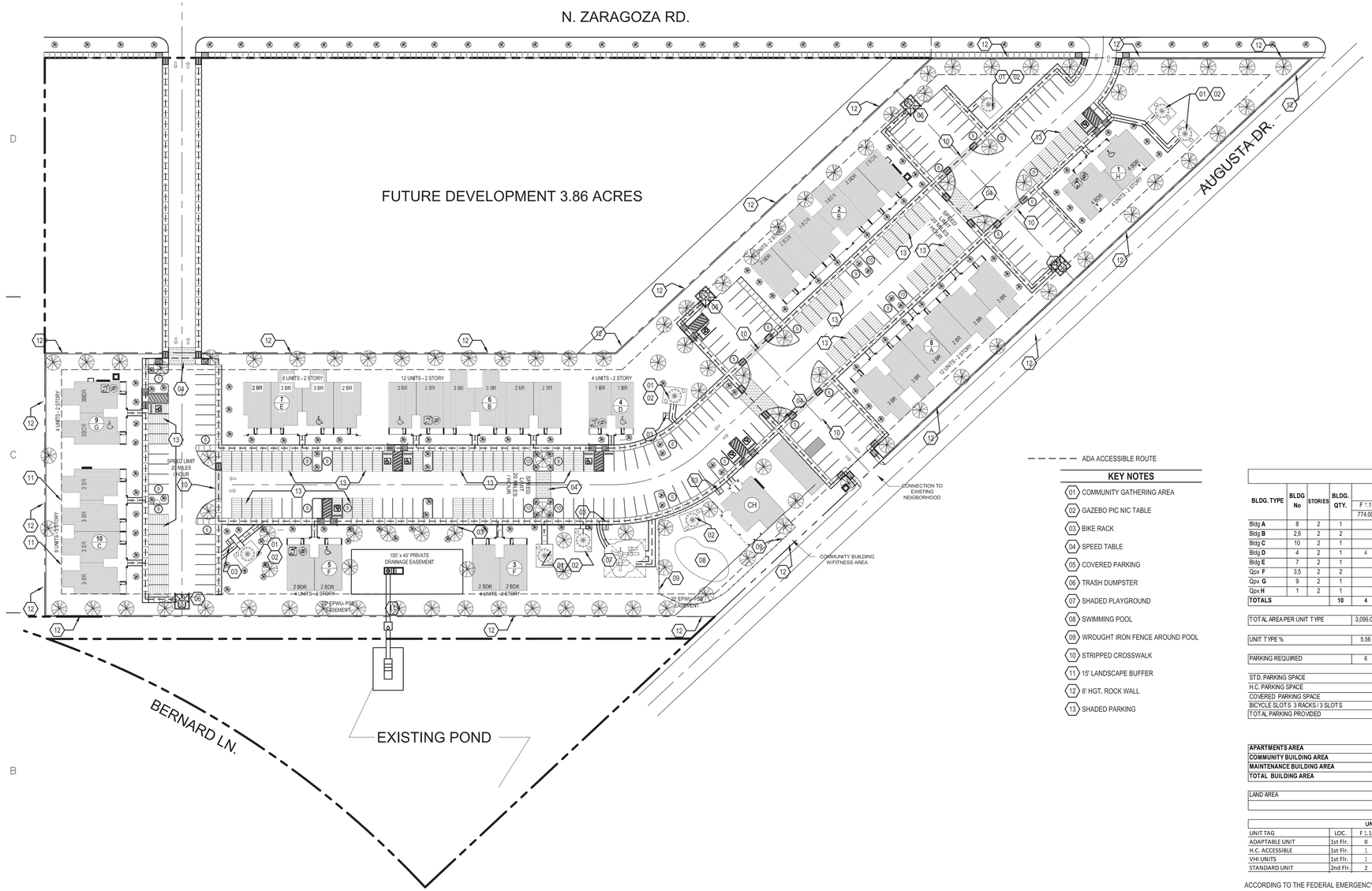
Tenant Recruitment and Participation

Villas at Augusta residents will be highly encouraged to participate in the Resident Financial Literacy Training Program. TDS staff, in conjunction with property management staff, will market the Program with informational Flyers and at periodic events held in the Clubhouse to identify and recruit prospective residents. Financial Literacy Program goals and requirements will be clearly articulated to residents, so that expectations are understood for the various training sessions. TDS experience with training programs at existing developments is that resident participation is facilitated when information is conveyed in a clear, friendly, and supportive manner.

Rose Garcia / Executive Director

11-8-21
Date

Montana
Sun City Extreme Off-Road Park
N Zaragoza Rd
FADED Style-Cuts Barbershop
Laura Ln
Rebecca Ln
Emma
Augusta Dr
Bernard
A&R Transportation
iPhone Xpress
Madrid Ballroom
John Hayes St
Loma Dante
Tierra Bronce Dr
Tierra Patino Ln
Tierra Venado Dr



ADA ACCESSIBLE ROUTE

KEY NOTES

01 COMMUNITY GATHERING AREA
02 GAZEBO PIC NIC TABLE
03 BIKE RACK
04 SPEED TABLE
05 COVERED PARKING
06 TRASH DUMPSTER
07 SHADED PLAYGROUND
08 SWIMMING POOL
09 WROUGHT IRON FENCE AROUND POOL
10 STRIPPED CROSSWALK
11 15' LANDSCAPE BUFFER
12 6' HGT. ROCK WALL
13 SHADED PARKING

PROJECT DATA - VILLAS AT AUGUSTA

BLDG. TYPE	BLDG No	STORIES	BLDG. QTY.	UNIT TAG F 1.1	F 2.1	F 3.2	F 4.2	UNITS/ BLDG.	TOTAL UNIT / TYPE	NET RENTABLE PER BLDG	STAIR & COMMONS PATIOS AND STORAGES	GROSS AREA PER BLDG	TOTAL NET AREA FOR ALL BLDG. TYPES	TOTAL GROSS AREA FOR ALL BLDG. TYPES
				774.00	958.00	1,188.00	1,373.00							
Bldg **A**	8	2	1		4	8		12	12	13,336.00	2,806.00	16,142.00	13,336.00	16,142.00
Bldg **B**	2,6	2	2		8	4		12	24	12,416.00	2,557.00	14,973.00	24,832.00	29,946.00
Bldg **C**	10	2	1			8		8	8	9,504.00	2,047.00	11,551.00	9,504.00	11,551.00
Bldg **D**	4	2	1	4				4	4	3,096.00	686.00	3,782.00	3,096.00	3,782.00
Bldg **E**	7	2	1		4	4		8	8	48.00	686.00	734.00	48.00	734.00
Gpx **F**	3,5	2	2		4			4	8	3,832.00	790.00	4,622.00	7,664.00	9,244.00
Gpx **G**	9	2	1			4		4	4	4,752.00	1,039.00	5,791.00	4,752.00	5,791.00
Gpx **H**	1	2	1				4	4	4	5,492.00	1,104.00	6,596.00	5,492.00	6,596.00
TOTALS			**10**	**4**	**20**	**28**	**4**		**72**					
													NET AREA	**GROSS AREA**
TOTAL AREA PER UNIT TYPE				3,096.00	19,160.00	33,264.00	5,492.00						**68,724.00**	**83,786.00**
UNIT TYPE %				5.56	27.78	38.89	5.56	77.78						
PARKING REQUIRED				6	40	56	8	110						

STD. PARKING SPACE	228
H.C. PARKING SPACE	9
COVERED PARKING SPACE	87
BICYCLE SLOTS 3 RACKS / 3 SLOTS	10
TOTAL PARKING PROVIDED	237

UNIT TAG	QTY.
1 BR - F 1.1	4
2 BR - F 2.1	32
3 BR - F 3.2	32
4 BR - F 4.2	4
TOTAL	**72**

	TOTAL NET AREA	EXT. COVERED AREAS	TOTAL GROSS AREA
APARTMENTS AREA	68,724.00	15,062.00	83,786.00
COMMUNITY BUILDING AREA	1,444.00	480.00	1,924.00
MAINTENANCE BUILDING AREA	768.00	0.00	768.00
TOTAL BUILDING AREA	**70,936.00**	**15,542.00**	**86,478.00**

is 1,444

LAND AREA	S.F.	Acres
	261,360.00	6.000

UNIT TYPE DATA

UNIT TAG	LOC.	F 1.1	F2.1	F 3.2	F 4.2	TOTALS	UNIT %
ADAPTABLE UNIT	1st Flr.	0	15	15	0	30	41.66667
H.C. ACCESSIBLE	1st Flr.	1	2	2	1	6	8.333333
VHI UNITS	1st Flr.	1	1	1	1	4	5.555556
STANDARD UNIT	2nd Flr.	2	14	14	2	32	44.44444

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT EMERGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 480212 0175 B, DATED SEPTEMBER 04, 1991, THIS PROPERTY LIES IN FLOOD ZONE ZONE **X**;
ZONE X,AREAS OUTSIDE OF 500 YEARS FLOOD

NORTH

01 CONCEPTUAL ARCHITECTURAL SITE PLAN

SCALE: 1" = 50' - 0"

NORTH

02 LOCATION MAP

NTS

WDA
WRIGHT & DALBIN
Planning · Architecture · Construction

THE USE OF THIS SEAL IS AUTHORIZED BY THE ARCHITECT WHOSE NAME APPEARS. ANY UNAUTHORIZED USE, MISUSE, OR MISREPRESENTATION OF THIS SEAL WILL VOID ANY LIABILITY, DIRECT OR INDIRECT, WHICH MAY RESULT FROM ITS USE. NO PERSON MAY MAKE ANY MODIFICATION TO THIS ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECT'S WRITTEN PERMISSION.

THIS DRAWING AND RELATED SPECIFICATIONS, FIELD DATA, NOTES, AND OTHER DOCUMENTS, INCLUDING ALL ELECTRONIC DATA, PREPARED BY WRIGHT & DALBIN ARCHITECTS, INC., AS INSTRUMENTS OF SERVICE, AND SHALL REMAIN THE PROPERTY OF WRIGHT & DALBIN ARCHITECTS, INC.

THIS DRAWING CAN BE USED AS A BACKGROUND.

IF YOU SHOULD HAVE ANY COMPLAINTS REGARDING THIS ARCHITECTURAL FIRM PLEASE BE INFORMED THAT THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS HAS JURISDICTION OVER COMPLAINTS REGARDING THIS FIRM'S PROFESSIONAL PRACTICE. THE MAILING ADDRESS IS TBAE, P.O. BOX 12337, AUSTIN, TEXAS 78711, (512) 305-8900.
COPYRIGHT 2021 WRIGHT & DALBIN ARCHITECTS, INC.

REGISTERED ARCHITECT FREDERIC P. DALBIN 12420 STATE OF TEXAS

03 / 01 / 2021

CONSULTANTS

CONTRACT DOCUMENTS COORDINATION

THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BETAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT. AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS COINCIDENTAL. GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

VILLAS AT AUGUSTA

SW Corner of Augusta Dr.
and N. Zaragoza Rd.
El Paso, Texas. 79938

OWNER

INVESTMENT IBI BUILDERS INC.
ibitoday.com
7400 Viscount Blvd. Suite 109,
El Paso, Texas 79925

MARK	DATE	DESCRIPTION

18·12·66
11·16·2021
RS
FD

SHEET TITLE

CONCEPTUAL SITE PLAN

AC-101

November 16, 2021 – 8:28am
J:\Projects\191266 - Villas at Augusta\Drawings\Arch\AC-101.dwg

Printed on: Tue., November 16, 2021

2022 9% LIHTC Requests for Support

Department of Community + Human Development

2/1/2022

Summary of Projects

Ridgestone Seniors – 11040 Montana Ave., 79936

Affordable Units	
30% AMI	4
50% AMI	8
60% AMI	28
Total	40

Summary of Projects

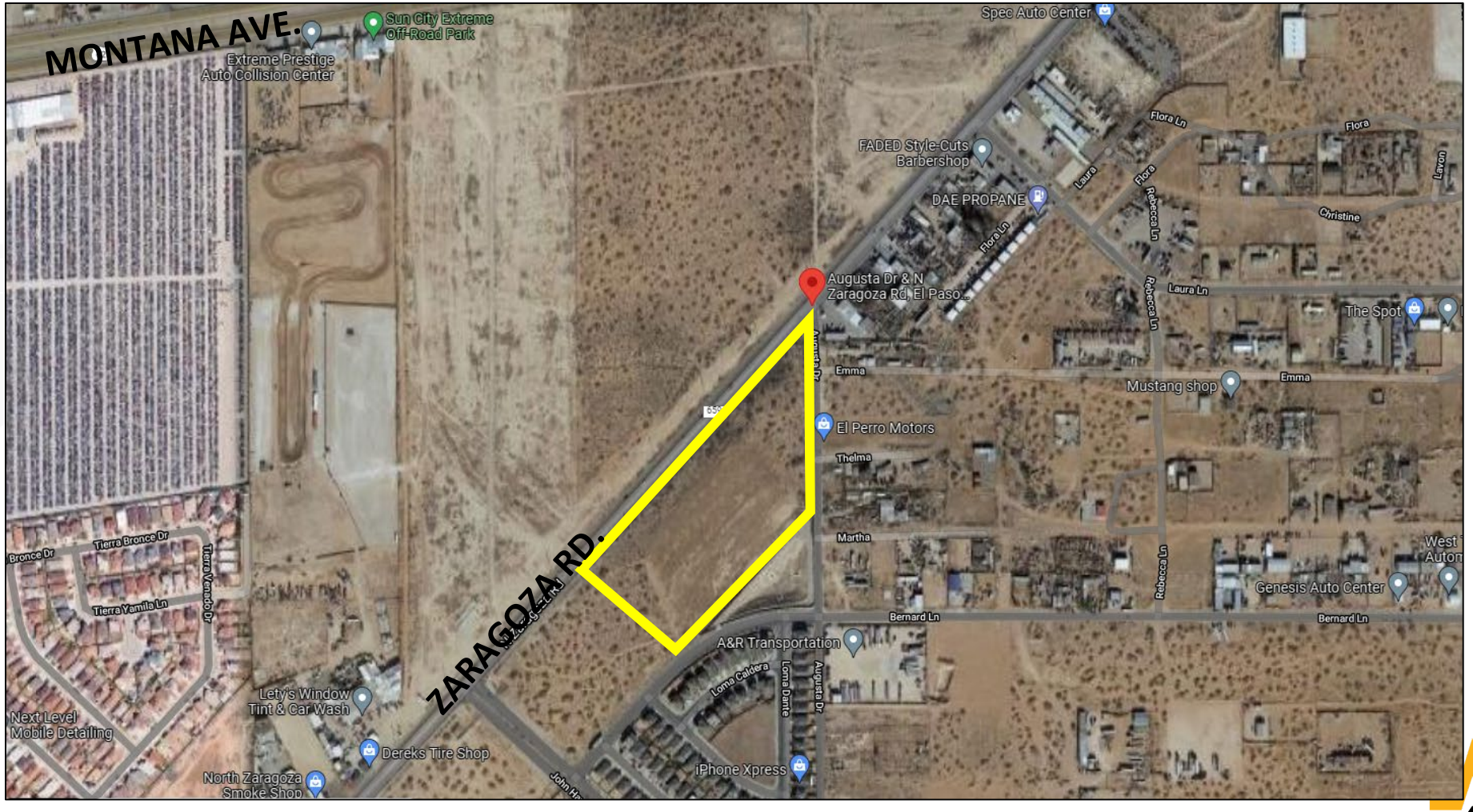
Sunset Vista Seniors – 1333 Pullman Dr., 79936

Affordable Units	
30% AMI	4
50% AMI	8
60% AMI	28
Total	40

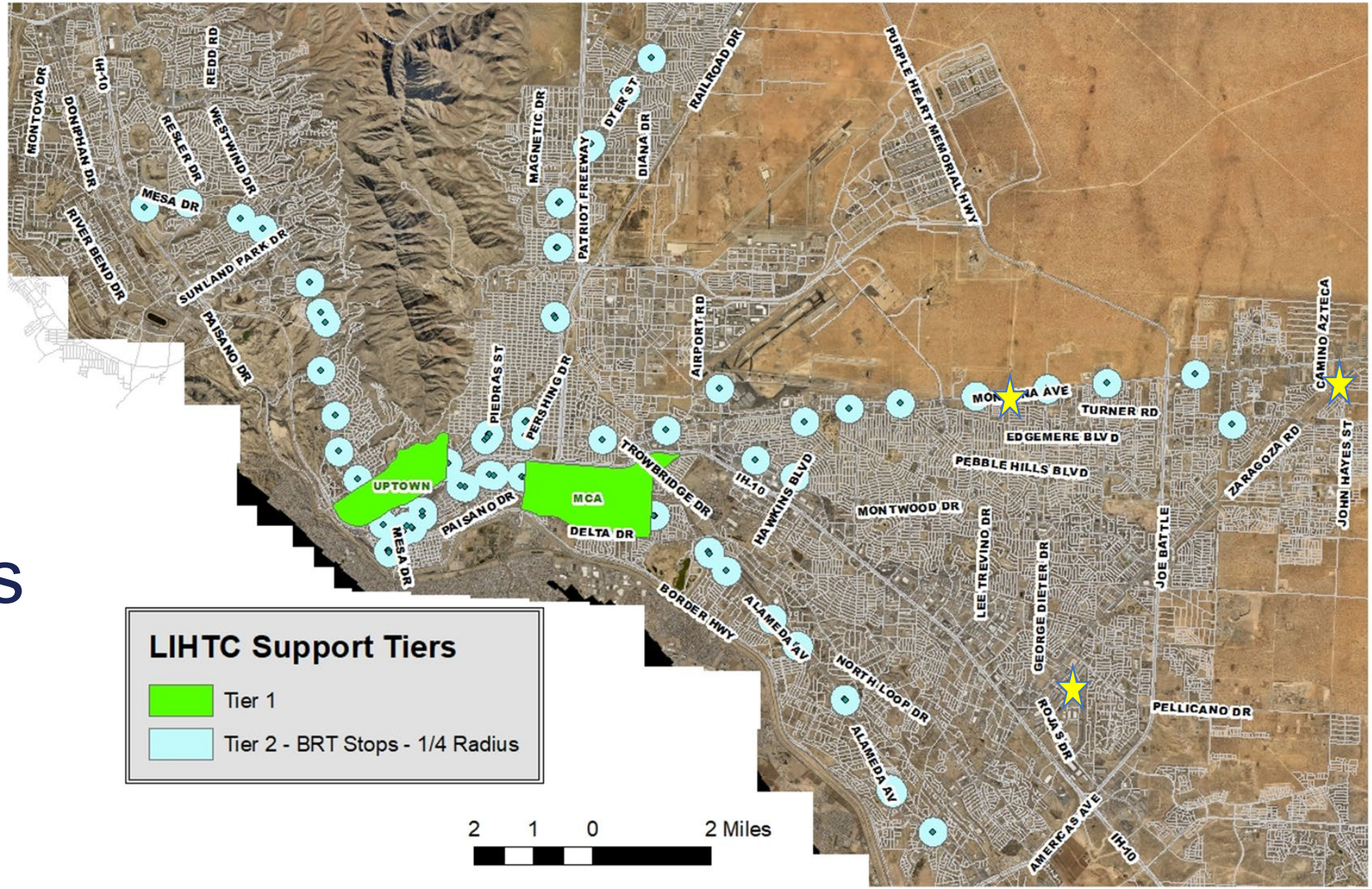
Summary of Projects

Villas at Augusta – SWC of Augusta Dr. and Zaragoza Rd.79938

Affordable Units	
30% AMI	7
50% AMI	14
60% AMI	49
Total	70



Two-Tier Priority Locations



Evaluation Results

	# and type of units	Social services for residents	Inclusiveness and access to public facilities	Local presence of developer	Smart growth principles	Total score
Villas at Augusta	30	15	6	15	0	**66**
Sunset Vista Seniors	22.2	15	5	15	0	**57.2**
Ridgestone Seniors	17.2	15	5	15	0	**52.2**

This is where we expect to be

A	
B	
C	
D	Villas at Augusta
F	Sunset Vista Seniors Ridgestone Seniors

Options:

1. **City Council of the City of El Paso not support any of the proposed 2022 LIHTC developments.**
    - **0 points at TDHCA**

2. **City Council of the City of El Paso will provide Resolutions of No Objection for the all 2022 LIHTC developments whose applications submitted in accordance with the established review process.**
    - **14 points at TDHCA**

Staff Recommends no resolutions as the proposed developments do not align with the priorities of the City as expressed in the Local Support Evaluation Criteria approved by City Council on 10/15/2019.

MISSION

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

VISION

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

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

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

File #: 22-162, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195. Matter No. 21-1008-174 (551.071)