Oscar Leeser Mayor



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

Tommy Gonzalez City Manager

AGENDA FOR THE REGULAR COUNCIL MEETING

May 24, 2022

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

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

Teleconference phone number: 1-915-213-4096 Toll free number: 1-833-664-9267 Conference ID: 411-263-551#

AND

AGENDA REVIEW MEETING COUNCIL CHAMBERS, CITY HALL 300 N. CAMPBELL AND VIRTUALLY May 23, 2022 9:00 AM Teleconference phone number: 1-915-213-4096 Toll free number: 1-833-664-9267 Conference ID: 466-952-353#

Notice is hereby given that an Agenda Review Meeting will be conducted on May 23, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on May 24, 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, May 23, 2022 Conference ID: 466-952-353# Regular Council Meeting, May 24, 2022 Conference ID: 411-263-551#

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

For Call to the Public: https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic

To speak on Agenda Items: https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormItem

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

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Kayla Gomez Day

Young Women's Leadership Academy Month

Colonel Cary Westin Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of Minutes of the Regular City Council Meeting of May 10, 2022, the Agenda Review Meeting of May 9, 2022, the Work Session of May 9, 2022, and the Special Meeting of May 16, 2022.

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

<u>22-643</u>

CONSENT AGENDA - RESOLUTIONS:

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

3. That the City Manager, or designee, be authorized to sign an Underground 22-574 Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located between the intersections of Global Reach Drive and George Perry Boulevard, legally described as a 0.4427 acre portion of Lot 1, Block 2, Butterfield Trail Aviation Park Unit Three Replat A, situate within the corporate limits of the City of El Paso, El Paso County, Texas, recorded in File No. 20210042139, El Paso County Plat Records. **District 3** Airport, Sam Rodriguez, (915) 212-7301 A Resolution that the City Manager be authorized to sign the 1st Amendment to 4. 22-597 the Chapter 380 Economic Development Program Agreement ("Agreement") between the CITY OF EL PASO and FLYZONE, LLC, to decrease the maximum, aggregated Grant payments due to the Applicant over the Term of the Agreement by 5 percent (from \$162,863 to \$154,720) as consideration for an approximate 5 percent reduction in the Minimum Investment required to be incurred by the Applicant (from \$12,414,000 to \$11,763,573). **District 8** Economic and International Development, Jessica Cordova, (915) 212-1626 Economic and International Development, Elizabeth Triggs, (915) 212-0094 A Resolution for the El Paso City Council to adopt the City of El Paso 5. 22-600 Department of Aviation, Air Service Development Incentive Program. All Districts

Airport, Sam Rodriguez, (915) 212-7300

Goal 3: Promote the Visual Image of El Paso

6. A Resolution approving the demolition lien on 3100 Zion Ln. for work completed 22-568 August 3, 2021 in the amount of \$14,539.88. District 2 Environmental Services, Ellen A. Smyth, (915) 212-6000 7. That the Solid Waste liens on the attachment posted with this agenda be 22-580 approved. (See Attachment A) Districts 1, 2, 3, 4, 7 Environmental Services, Ellen A. Smyth, (915) 212-6000 Goal 7: Enhance and Sustain El Paso's Infrastructure Network 8. That the City Manager be authorized to sign a Third Amendment to the 22-611 Agreement for Professional Services by and between the CITY OF EL PASO and CONSOR ENGINEERS, LLC, a Texas Corporation, for a project known as "ALABAMA, DAVIS, DELTA, AND YARBROUGH BRIDGE CONSTRUCTION", to provide additional services for an increased cost not to exceed Thirteen Thousand Nineteen and 94/100 Dollars (\$13,019.94), for a total contract amount of Seven Hundred Sixty Five Thousand Five Hundred Sixty One and 94/100 Dollars (\$765,561.94); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement and this Third Amendment. Districts 2, 7, and 8 Capital Improvement Department, Yvette Hernandez, (915) 212-1860 CONSENT AGENDA - BOARD APPOINTMENTS: Goal 3: Promote the Visual Image of El Paso 9. Justin Bass to the Zoning Board of Adjustment, as a Regular Member, by 22-642 Representative Svarzbein, District 1.

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

10. 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 exceeding the three (3) year limit. (See Attachment B)

22-583

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

Goal 3: Promote the Visual Image of El Paso

 11.
 Discussion and action on a Resolution commending the members of the El
 22-629

 Paso Democratic Party and City of El Paso's Destination El Paso team for
 successfully securing that El Paso host the 2024 Texas Democratic Convention

 in the summer of 2024.
 22-629

All Districts

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

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

 12.
 Discussion and action to authorize District 1 City Representative Peter
 22-560

 Svarzbein to attend City Council meetings by video conference more than one regular meeting week in a row June 21 and 22, 2022 and July 5 and 6, 2022.
 22-560

All Districts

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

13. The Department of Aviation will provide a management update regarding the <u>22-636</u> ELP 5MW (Megawatts) Solar Farm Project.

All Districts

Airport, Sam Rodriguez, (915) 212-7301

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

 Presentation and discussion of the financial impacts of COVID-19 on the Public <u>22-582</u> Safety Bond Program.

All Districts

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

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

15. Presentation and discussion providing a wrap-up of the 2022 Goal Team<u>22-601</u>Reporting Series and Budget Update.

All Districts

City Manager's Office, K. Nicole Cote, (915) 212-1092 Performance Office, Juliana Baldwin-Munoz, (915) 212-1204

Goal 8: Nurture and Promote a Healthy, Sustainable Community

16. Management update on modifications and improvements to the City's response <u>22-576</u> to illegal dumping.

All Districts

Environmental Services, Ellen A. Smyth, (915) 212-6000 Police, Assistant Chief Victor Zarur, (915) 212-4307

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: 411-263-551#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: https://elpasotx.seamlessdocs.com/f/SpeakerSignUpFormPublic

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

17. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County,

<u>22-521</u>

Texas, from O-3, Agriculture to G-7, Industrial and/or Railyards.

Subject Property: 9879 North Loop Drive Applicant: Hunt Eastlake Industrial, LLC. PLCP21-00004 [POSTPONED FROM 05-10-2022]

District 6

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

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2022

18. An Ordinance changing the zoning of Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4/c (Commercial/condition) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 9879 North Loop Drive Applicant: Hunt Eastlake Industrial, LLC, PZRZ21-00017 [POSTPONED FROM 05-10-2022]

District 6

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

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2022

19. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan 22-523 El Paso" for the properties legally described as Tract 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-4, Suburban (Walkable).

Subject Property: North of Inglewood Drive and West of North Loop Drive Applicant: BRE Development, LLC. PLCP21-00005 [POSTPONED FROM 05-10-2022]

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 JUNE 22, 2022

20. An Ordinance changing the zoning of Tracts 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to A-O/c (Apartment/Office/condition), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

22-524

Comprehensive Plan.

Subject Property: North of Inglewood Drive and West of North Loop Drive Applicant: BRE Development, LLC. PZRZ21-00035 [POSTPONED FROM 05-10-2022]

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 JUNE 22, 2022

21. An Ordinance changing the zoning of a portion of Lot 1, Block 4, Riverside International Industrial Center, 9751 Pan American Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to M-1 (Light Manufacturing). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

<u>22-585</u>

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: 9751 Pan American Drive Applicant: El Paso Water, PZRZ22-00004

District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Nina Rodriguez, (915) 212-1561

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

22. The linkage to the Strategic Plan is subsection 2.3 - Increase public safety <u>22-599</u> operational efficiency.

Award Summary:

Discussion and action of the award of Solicitation No. 2022-0238 Security Guard Services to Night Eyes Protective Services, Inc., for an initial term of three (3) years for an estimated amount of \$349,500.00. The award also includes a two (2) year option for an estimated amount of \$233,000.00. The total value of the contract is, including the initial term plus the option for a total five (5) years, for an estimated amount of \$582,500.00. This contract will provide security guard services for the El Paso Fire Department facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$53,820.00 for the initial term, which represents a 18.20% increase due to increase in hourly rates.

Department: Fire

Award to: Night Eyes Protective Services, Inc. El Paso, TX Item(s): All Initial Term: 3 Years Option to Extend: 2 Years Annual Estimated Award: \$116.500.00 Initial Term Estimated Award: \$349,500.00 (3 Years) Total Estimated Award: \$582,500.00 (5 Years) Account No: 322 - 22090 - 522120 - 1000 - P2216 Funding Source: General Funds All District(s):

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Night Eyes Protective Services, Inc., the bidder offering the best value bid. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

All Districts

Fire, Interim Chief Jonathan P. Killings, (915) 212-5600 Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

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

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

Award Summary:

Discussion and action on the award of Solicitation 2022-0401 South Central Streets Phase V to Jordan Foster Construction, LLC for an estimated total amount of \$4,787,802.35. This contract will allow for the reconstruction of Edna Street from Alicia to Huerta and Cortez from Delta to Flower.

Department: Award to:	Capital Improvement Jordan Foster Construction, LLC El Paso, TX
Item(s): B Bid V	ase Bid I, Base Bid II, Base Bid III, Base Bid IV, Base
	and Base Bid VI
Initial Term:	450 Consecutive Calendar Days
Base Bid I:	\$1,694,951.00
Base Bid II:	\$194,473.00
Base Bid III:	\$56,444.00
Base Bid IV:	\$1,841,876.35
Base Bid V:	\$362,495.00
Base Bid VI:	\$637,563.00
Total Estimated Award:	\$4,787,802.35
Funding Source:	2013 Street Infrastructure
Accounts:	190-4740-580270-28900-PCP13ST003Y3A

22-594

District(s):

This is a Competitive Sealed Proposal, unit price contract.

8

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

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 8

Capital Improvement Department, Sam Rodriguez, (915) 212-0065 Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

24. An Ordinance granting a Franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service.

All Districts

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

Goal 3: Promote the Visual Image of El Paso

25. An Ordinance changing the zoning of being all of Tract 1D, U.S. Government Parcel #6, and a portion of Tract 14-A, and Tract 15-B, Block 27, Ysleta Grant, 175 Midway Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and C-4 (Commercial) 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: 175 Midway Drive Applicant: Ysleta Independent School District, PZRZ21-00027

District 3 Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, David C. Samaniego, (915) 212-1608

26. An Ordinance to amend Title 5 (Business License and Permit Regulations) Chapter 5.02 (Alcoholic Beverages), Section 5.02.090 (City Protest of Permit/License), Section 5.02.100 (City Liquor License/Permit - Fee) and Section 5.02.140 (Liquor License/Permit - Term); The penalty as provided in 5.02.170 (Violations and Penalties) of the El Paso City Code. 22-506

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Brenda R. Cantu, (915) 212-1500

REGULAR AGENDA - OTHER BUSINESS:

Goal 3: Promote the Visual Image of El Paso

27. Discussion and action on a Resolution amending Schedule C for the City of El Paso FY2022 Budget Resolution to update the local fees local governments can charge for alcohol licenses.

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Brenda R. Cantu, (915) 212-1500

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

28.	Presentation and discussion by Project Arriba on their combined mid-year and annual report on the status of activities during the fiscal year, use of grant funds and progress in the performance measures required under the Chapter 380 Economic Development Program Agreement executed on October 2, 2018 between the City of El Paso and Project Arriba.	<u>22-598</u>
	All Districts Economic and International Development, Jessica Cordova, (915) 212-1626 Economic and International Development, Elizabeth Triggs, (915) 212-0094	
29.	Discussion and action on a Resolution of the City Council of El Paso nominating El Paso Healthcare System, LTD as a Texas State Enterprise Zone Project.	<u>22-602</u>
	District 7 Economic and International Development, Kelly Kotlik, (915) 212-1616 Economic and International Development, Elizabeth Triggs, (915) 212-0094	
30.	Discussion and action on a Resolution that the City Manager be authorized to sign a Collaboration Agreement by and between the City of El Paso and LiftFund, together with the "Anchor Organizations," and the Aspen Institute Latinos and Society ("AILAS") to empower Latino communities and promote	<u>22-593</u>

long-term economic growth and resiliency.

All Districts

Economic and International Development, Mirella Craigo, (915) 212-1617 Economic and International Development, Elizabeth Triggs, (915) 212-0094

31. Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO, TEXAS and 1 TEXAS TOWER, LLC and HOTEL DULCINEA, LLC to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at 109 North Oregon Street, El Paso, Texas 79901. The Agreement requires the Applicant to make a minimum investment of \$18 million. Over the term of the Agreement, the City will provide local performance-based economic incentives not to exceed \$2,186,000; additionally, the City will apply to participate in the State Convention Center Hotel Program established by Chapter 351 of the Texas Tax Code.

District 8

Economic and International Development, Elizabeth Triggs, (915) 212-0094

32. Discussion and action on a Resolution that the City Manager be authorized to sign a long-term lease by and between the CITY OF EL PASO, TEXAS ("Lessor") and 1 TEXAS TOWER, LLC ("Lessee") to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at 109 North Oregon Street, El Paso, Texas 79901.

District 8

Economic and International Development, Elizabeth Triggs, (915) 212-0094

33. Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City Of El Paso ("City") and Parradame Family Partnership LP ("Applicant") in support of the rehabilitation of a 100-year-old mixed-use building located in Downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$481,000. Over the term of the Agreement the City will provide performance-based incentives in an aggregate amount not to exceed \$47,665.

District 8

Economic and International Development, Kelly Kotlik, (915) 212-1616 Economic and International Development, Elizabeth Triggs, (915) 212-0094

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

34. Discussion and action that the City Council approves a change order in the amount of \$168,964.54 to Lesna Construction Inc. for the installation of 178 concrete collars at connecting points to manholes and inlets to the project under Contract No. 2021-0026 Central Business District Phase IV project. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. An additional forty-five (45) working days will be allowed

<u>22-603</u>

22-605

22-572

for the completion of the work. The new contract sum, including this change order notice and previous change order notices, is \$12,934,067.07. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

District 8

Capital Improvement Department, Yvette Hernandez, (915) 212-2860

Goal 8: Nurture and Promote a Healthy, Sustainable Community

35. Presentation and introduction to the 48th Year (2022-2023) Annual Action Plan for the following Federal Department of Housing and Urban Development (HUD) Entitlement Grants: Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs. Following this introduction, a 30-day public comment period will commence, after which the Final Annual Action Plan will be presented to Council for approval.

<u>22-610</u>

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.	Connie Patterson-Jimenez v. City of El Paso Matter No. 21-1039-1930 (551.071)	<u>22-618</u>
	City Attorney's Office, Victor Ivan Martinez, (915) 212-0033	
EX2.	Texas Gas Service - Request to Approve Continued Use of Financial Instruments for Hedging Gas Costs for the 2022-2023 Heating Season. Matter No. 22-1008-192 (551.071)	<u>22-623</u>
	City Attorney's Office, Donald Davie (915) 212-0033	
EX3.	Application of El Paso Electric Company to Revise Its Energy Efficiency Cost Recovery Factor (EECRF) and Establish Revised Cost Caps, Public Utility Commission of Texas Docket No. 53551. Matter No. 22-1008-193 (551.071)	<u>22-622</u>
	City Attorney's Office, Donald Davie, (915) 212-0033	
EX4.	Application of El Paso Electric Company to Change Rates to Open Access Transmission Tariff, Federal Energy Regulatory Commission (FERC); Docket No. ER22-282-000. Matter No. 21-1008-183 (551.071)	<u>22-621</u>
	City Attorney's Office, Donald Davie, (915) 212-0033	
EX5.	Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195. Matter No. 21-1008-174 (551.071)	<u>22-620</u>
	City Attorney's Office, Donald Davie, (915) 212-0033	
EX6.	Purchase, lease, exchange of real property located near East El Paso, Texas. Matter No. 22-1004-1384 (551.072)	<u>22-624</u>
	Capital Improvement Department, Samuel Rodriguez, (915) 212-0065	
EX7.	Purchase, lease, exchange of real property held by El Paso Water Utilities-PSB. Matter No. 22-1009-1145 (551.072)	<u>22-626</u>
	Economic and International Development, Elizabeth Triggs, (915) 212-1619	
EX8.	Quarterly Litigation Report. Matter No. 19-1021-1210 (551.071)	<u>22-627</u>
	City Attorney's Office, Kyle Lasley, (915) 212-0033	

<u>ADJOURN</u>

NOTICE TO THE PUBLIC:

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

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY

PRIOR TO THE MEETING AT THE ADDRESS BELOW:

http://www.elpasotexas.gov/



Legislation Text

File #: 22-644, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Approval of Minutes of the Regular City Council Meeting of May 10, 2022, the Agenda Review Meeting of May 9, 2022, the Work Session of May 9, 2022, and the Special Meeting of May 16, 2022.

OSCAR LEESER Mayor

TOMMY GONZALEZ

CITY MANAGER

LEX AS

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 May 9, 2022 9:00 A.M.

The City Council met at the above place and date. Meeting was called to order at 9:00 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Joe Molinar, Isabel Salcido, and Cissy Lizarraga. Late arrival: Henry Rivera at 9:04 a.m. Cassandra Hernandez and Claudia Rodriguez requested to be excused.

The agenda items for the May 10, 2022 Regular City Council and Mass Transit Board Meetings were reviewed.

15. REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

Ad Hoc Charter Advisory Committee Update.

Mayor Leeser commented.

Ms. Laura Prine, City Clerk, commented.

28. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability) to clarify the Reasonable Sensibilities Standard; Section 9.40.030 (Sound Level Violations) to clarify the maximum sound level, that sound levels apply to properties producing the noise, and the locations of sound readings; Section 9.40.040 (Vibration) to clarify that Vibration Violations can occur on any affected property; Section 9.40.070 (Penalties) to clarify that the city may seek civil action and penalties of up to \$1,000 per day; Section 9.40.080 (Enforcement) to clarify which departments have authority to enforce; the penalty as provided in Section 9.40.070 of the City Code.

Mayor Leeser and Representative Lizarraga commented.

Assistant Police Chief Peter Pacillas commented.

29. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.020 (A) and Section 5.03.020 (E) (Definitions), Article II (Permit Application Process) Section 5.03.040 (B) (3) (Permit Application Processing), Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080 (B) (5) and Section 5.03.090 (A) (2), Article IV (Permit Standards), Section 5.03.110 (A) (Permit Standards), Article VI (Violation; Penalty) Section 5.03.130 (C) Violation and Adding Section 5.03.130 (E); The penalty as provided in 5.03.130 of the El Paso City Code.

Mayor Leeser and Representative Lizarraga commented.

Mr. Tony De La Cruz, Building Permits and Inspections Assistant Director, commented.

ITEMS 35 AND 36 WERE REVIEWED TOGETHER

35. <u>REGULAR AGENDA – OTHER BUSINESS</u>

Discussion and action on a Resolution to authorize the Mayor to sign a Certificate of Approval of the Highest Elected Official in conjunction with the proposed issuance by the Housing Opportunity Management Enterprises PFC (the "Issuer"), a non- profit public facility corporation created by the Housing Authority of the City of El Paso, in an aggregate principal amount not to exceed \$20,000,000.00, for the Multifamily Housing Revenue Bonds RAD (Rental Assistance Demonstration) Conversion Program, Cielo Tower Apartments Project.

36. REGULAR AGENDA - OTHER BUSINESS

Discussion and action on a Resolution to authorize the Mayor to sign a Certificate of Approval of the Highest Elected Official in conjunction with the proposed issuance by the Alamito Public Facilities Corporation (the "Issuer"), a public facility of the Housing Authority of the City of El Paso, in an aggregate principal amount not to exceed \$76,125,000, for the following residential rental projects Salazar Apartments; Cien Palmas Apartments; Mesa Place Townhomes; and Franklin Place Townhomes.

Mayor Leeser and Representative Lizarraga commented.

Mr. Art Provenghi, Housing Authority Legal Counsel, commented.

Motion made by Representative Salcido, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** this meeting at 9:27 a.m.

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

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER MAYOR



Tommy Gonzalez City Manager CITY COUNCIL PETER SVARZBEIN, DISTRICT 1 Alexsandra Annello, District 2 Cassandra Hernandez, District 3

Joe Molinar, District 4 Isabel Salcido, District 5 Claudia L. Rodriguez, District 6 Henry Rivera, District 7

CISSY LIZARRAGA, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

May 10, 2022 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:08 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Late arrival: Cassandra Hernandez at 12:24 p.m.

INVOCATION BY EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR. PH.D.

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PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

El Paso Police Officers Memorial Day - Police Week

Mental Health Awareness Month

International Internal Audit Awareness Month

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NOTICE TO THE PUBLIC

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

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

NOT PRESENT FOR THE VOTE: Representative Hernandez

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of April 26, 2022, the Agenda Review Minutes of April 25, 2022, the Work Session of April 25, 2022, the Work Session of December 6, 2021, and the Work Session of December 13, 2021.

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

NO ACTION was taken on this item.

CONSENT AGENDA - RESOLUTIONS:

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

.....

3.

*RESOLUTION

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

That the City Manager is authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and B.H. Zane Grey Butterfield, LLC, ("Lessee") regarding the following described property:

A 5.0234 acres parcel portion of all of Lot 2 and a portion of Lot 2B, Block 1, Butterfield Trail Industrial Park Unit One Replat "A," El Paso County Plat Records, consisting of approximately 218,818.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 4 and 6 Butterfield Trail Blvd., El Paso, Texas.

with a 40 year initial term and one option to extend for ten years; and

that City Manager is authorized to sign any and all documents related and/or necessary to effectuate the leasing and related closing of the property.

4. *RESOLUTION

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

That the City Manager is authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and B.H. Zane Grey Butterfield, LLC, ("Lessee") regarding the following described property:

A 5.0681 acres parcel portion of Lots 28 and 2C, Block 1, Butterfield Trail Industrial Park Unit One Replat "A," El Paso County Plat Records, consisting of approximately 220,768.6 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 9 Zane Grey Street, El Paso, Texas.

with a 40 year initial term and one option to extend for ten years; and

that City Manager is authorized to sign any and all documents related and/or necessary to effectuate the leasing and related closing of the property.

*RESOLUTION

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

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That the City Manager is authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and B.H. 7619 Lockheed Drive, LLC, ("Lessee") regarding the following described property:

Lot 15, Block 8, El Paso International Airport Tract Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 7619 Lockheed, El Paso, Texas

with a 40 year initial term and one option to extend for ten years; and

that City Manager is authorized to sign any and all documents related and/or necessary to effectuate the leasing and related closing of the property.

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6.

5.

*RESOLUTION

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

That the City Manager is authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and B.H. 7108 Airport Road, LLC, ("Lessee") regarding the following described property:

A portion of Lots I and 2, Block 6, Butterfield Trail Industrial Park Unit One Replat A, consisting of approximately 44,262.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 7108 Airport Rd., El Paso, Texas

with a 40 year initial term and one option to extend for ten years; and

that City Manager is authorized to sign any and all documents related and/or necessary to effectuate the leasing and related closing of the property.

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Goal 3: Promote the Visual Image of El Paso

7.

*RESOLUTION

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

That the Mayor is authorized to sign a letter in support of the proposed National Register of Historic Places nomination of the Kress Building (211 N. Mesa Street).

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

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RESOLUTION

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

THAT City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of the Happiness Senior Center, located at 563 N. Carolina Drive within the City of El Paso, El Paso County, Texas, as "Jessie Moreno Happiness Center"; and

THAT John Moreno, ("Applicant") shall incur the customary costs associated with the renaming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility. Any proposed signs shall be reviewed and agreed upon by both the Parks and Recreation Department and Applicant, (District 7).

Representative Rivera commented.

Mr. Ben Fyffe, Cultural Affairs and Recreation Managing Director, commented.

The following members of the public commented:

- 1. Juan Moreno
- 2. Melissa Baeza

1ST MOTION:

*Motion made, seconded, and unanimously carried to **MOVE** the item to the Regular Agenda.

2ND AND FINAL MOTION:

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

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CONSENT AGENDA – BOARD RE-APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

*Motion made, seconded, and unanimously carried to RE-APPOINT Charles Mais to the Historic Landmark Commission by Representative Isabel Salcido, District 5.

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Goal 8: Nurture and Promote a Healthy, Sustainable Community

*Motion made, seconded, and unanimously carried to **RE-APPOINT** Michael Bray to the El Paso Housing Finance Corporation by Mayor Oscar Leeser.

CONSENT AGENDA – APPLICATION FOR TAX REFUNDS:

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

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

- 1. Habitat International, in the amount of \$2,999.80 made an overpayment on January 29, 2021 of 2020 taxes. (Geo. # L203-999-0030-0200)
- 2. Jorge O. Aguirre, in the amount of \$2,527.31 made an overpayment on March 31, 2022 of 2021 taxes. (Geo. # M282-999-001A-0100)
- 3. Southwestern Bell Telephone, in the amount of \$32,235.39 made an overpayment on January 30, 2022 of 2021 taxes. (Geo. # V893-999-127A-3000)

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The Regular City Council meeting was **RECESSED** at 10:03 a.m. in order to convene the Mass Transit Board Meeting.

The Regular City Council meeting was **RECONVENED** at 10:14 a.m.

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

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Goal 3: Promote the Visual Image of El Paso

12. ITEM: Discuss the 2022 Texas Society of Architects (TxA) Annual Conference and Design Expo in El Paso event that will attract over 3000 Architects, Design Professionals and Vendors to El Paso this year and will contribute to over 1200 room nights and an estimated \$2,700,000 in economic impact to the City. Texas Society of Architects begun the process by reaching out to City of El Paso staff in CID, MCAD and Sun Metro to request access and assistance in coordinating tours that will highlight the great work the City has accomplished to Architects from across the entire State of Texas and beyond.

Mr. William Helm, President-Elect, El Paso Chapter of Texas Society of Architects, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Svarzbein and Rodriguez commented.

NO ACTION was taken on this item.

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Goal 8: Nurture and Promote a Healthy, Sustainable Community

ITEM: Discussion and action protecting Women's Rights and to direct the City Manager to work with the City Council to establish a City of El Paso Women's Commission and/or Board focused on Women's equality and protecting their rights.

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

Ms. Karla Nieman, City Attorney, commented.

The following members of the public commented:

- 1. Dora Oaxaca
- 2. Veronica Esparza
- 3. Mark Cavaliere
- 4. Ray Baca
- 5. Marcos Lares
- 6. Susana Acosta
- 7. Madeliene Harris
- 8. Cristina Z. Gonzalez
- 9. Carol Cassady
- 10. Barbara Carrasco
- 11. Samuel W. Thomas
- 12. Sylvia Acosta
- 13. Sonia Castaneda
- 14. Mikayla Oliver
- 15. Irene Armendariz-Jackson
- 16. Michelle Garcia
- 17. Maria Martinez
- 18. Allison Glass
- 19. Deb Gray
- 20. Daniel Flores
- 21. Joseph Grant Williams
- 22. Brianda Garcia
- 23. Valeria Bowers
- 24. Xochitl Rodriguez
- 25. Rebekah Vasquez
- 26. Kenneth Bell
- 27. Yvonne Hinojosa
- 28. Emma Acosta
- 29. Isela Castanon Williams
- 30. Julie Mendoza
- 31. Gwenyth Conrad
- 32. Edward Garcia
- 33. El Paso Young Democrats submitted a letter that was read into the record
- 34. Alexis C. Zubia
- 35. Ophra Leyser-Whalen
- 36. Paul Haupt
- 37. Harriet Schneider
- 38. Lisa Turner
- 39. Debbie Torres
- 40. Teresa Chavira
- 41. Andi Tiscareno

Statements from Melissa Bailey and Chris Yost were read into the record by Representative Rodriguez.

The Regular City Council meeting was **RECESSED** at 10:59 a.m. for a short break.

The Regular City Council meeting was **RECONVENED** at 11:06 a.m.

1ST MOTION:

Motion made by Representative Rodriguez and seconded by Representative Molinar to **DELETE** the item.

AYES: Representatives Molinar, Rodriguez, and Lizarraga. NAYS: Representatives Svarzbein, Annello, Hernandez, Salcido, and Rivera. **THE MOTION FAILED**

2nd AND FINAL MOTION:

Motion made by Representative Rivera, seconded by Representative Annello, and carried to **APPROVE** that the City of El Paso **DIRECTS** the City Manager and City Attorney to work with the City Council to create a Women's Rights Commission and present to Council on the City Council Meeting scheduled June 7, 2022 and that the board be comprised of women across the community, everyone, not a selective group, but everyone included.

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

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14.

RESOLUTION

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

That the City Council declares that the expenditure of District 8 discretionary funds in an amount not to exceed \$50,000 to support the Opportunity Center for the Homeless' renovation, rehabilitation, expansion and construction of bathroom facilities serves a municipal purpose of enhancing El Paso's quality of life while nurturing and promoting a healthy and sustainable community; and

That the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute any related agreements and amendments to such agreements.

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

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

*Motion made, seconded, and unanimously carried to DELETE the Ad Hoc Charter Advisory Committee Update.

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

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16. Presentation and discussion on a report by Moss Adams, LLP on the financial and grants audits of the City of El Paso ("City"). The report to the City Council will include the audit opinion

regarding the City financial statements and a brief overview of the financial results for the City for the fiscal year ended August 31, 2021.

Ms. Margarita Munoz, City Comptroller, and Mr. Aaron Hamilton, Assurance Senior Manager at Moss Adams, LLP, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Rivera commented.

Mr. Tommy Gonzalez, City Manager, commented.

NO ACTION was taken on this item.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

17. The Department of Aviation will provide a management update regarding the ELP 5MW (Megawatts) Solar Farm Project.

Ms. Shane Brooks, El Paso International Airport Program Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein and Hernandez commented.

The following City staff members commented:

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

NO ACTION was taken on this item.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

- 1. Marcy Chavez
- 2. Ron Comeau
- 3. Michael Castro
- 4. Sabrina Soto
- 5. Efrain Saucedo
- 6. Lisa Turner

The Regular City Council meeting was **RECESSED** at 1:30 p.m. for lunch.

The Regular City Council meeting was **RECONVENED** at 2:07 p.m.

REGULAR AGENDA – FIRST READING OF ORDINANCES:

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1ST MOTION

*Motion made, seconded, and unanimously carried to **REVISE** items 19, 20, and 21.

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried that the Ordinances on items 18 and 19, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED**, **AS REVISED**, for public hearing.

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

NAYS: None

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

18. An Ordinance granting a Franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service.

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Goal 3: Promote the Visual Image of El Paso

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19. An Ordinance to amend Title 5 (Business License and Permit Regulations) Chapter 5.02 (Alcoholic Beverages), Section 5.02.090 (City Protest of Permit/License), Section 5.02.100 (City Liquor License/Permit - Fee) and Section 5.02.140 (Liquor License/Permit - Term); The penalty as provided in 5.02.170 (Violations and Penalties) of the El Paso City Code.

PUBLIC HEARING WILL BE HELD ON MAY 24, 2022 FOR ITEMS 18 AND 19

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3RD AND FINAL MOTION

Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried to **POSTPONE** the first reading of the Ordinances on items 20 through 23 for **TWO WEEKS**.

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

NAYS: None

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20. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial and/or Railyards.

Subject Property: 9879 North Loop Drive Applicant: Hunt Eastlake Industrial, PLCP21-00004

21. An Ordinance changing the zoning of Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4/c (Commercial/condition) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with "Plan El Paso", the City's Comprehensive Plan.

Subject Property: 9879 North Loop Drive

Applicant: Hunt Eastlake Industrial, PZRZ21-00017

An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tract 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-4, Suburban (Walkable).

Subject Property: North of Inglewood Drive and West of North Loop Drive Applicant: BRE Development, LLC. PLCP21-00005

23. An Ordinance changing the zoning of Tracts 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to A-O/c (Apartment/Office/condition), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with "Plan El Paso", the City's Comprehensive Plan.

Subject Property: North of Inglewood Drive and West of North Loop Drive Applicant: BRE Development, LLC. PZRZ21-00035

PUBLIC HEARING WILL BE HELD ON JUNE 22, 2022 FOR ITEMS 20 THROUGH 23

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REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

24. Motion made by Representative Molinar, seconded by Representative Rivera, and unanimously carried to **AUTHORIZE** the Director of the Purchasing & Strategic Sourcing Department to issue a Purchase Order(s) to LexisNexis Coplogic Solutions Inc dba LexisNexis Risk Solutions, the sole distributor for the Desk Officer Reporting System for a term of two (2) years for an estimated amount of \$135,000.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of the contract for the Desk Officer Reporting System will allow citizens to submit police incident reports to be posted into the existing automated Records Management System (RMS).

Contract Variance: New contract, no contract variance.

Department:	Police
Award to:	LexisNexis Coplogic Solutions Inc dba
	LexisNexis Risk Solutions
	Alpharetta, GA
Term:	2 years
Annual Estimated Amount:	\$67,500.00
Total Estimated Award:	\$135,000.00
Account No.:	321-2710-21230-522020-P2104-GT2121EJAG
	321-2814-21270-522150
Funding Source:	EJAG Grant & Confiscated Funds
Districts(s):	All
Sole Source No.:	2022-0400

This is a Sole Source, service contract.

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

NAYS: None

25. ITEMS 25 AND 26 WERE TAKEN TOGETHER

RESOLUTION

WHEREAS, there is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Court Fines and Fees Services;

WHEREAS, these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of El Paso at a reasonable cost;

WHEREAS, these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent court fines and fees penalties provided by Texas Code of Criminal Procedure 103.0031 and because the City of El Paso does not desire to allocate the additional funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

WHEREAS, Delgado Acosta Spencer Linebarger & Perez, LLP, is well qualified and competent to perform the legal services required to comply with the terms of the contract;

WHEREAS, Delgado Acosta Spencer Linebarger & Perez, LLP has provided these specialized legal services to the City of El Paso in the past and has been well satisfied with the quality and outcome of the legal services provided, and;

WHEREAS, the contract with Delgado Acosta Spencer Linebarger & Perez, LLP is the result of a procurement issued by the City of El Paso and to which Delgado Acosta Spencer Linebarger & Perez, LLP submitted a proposal to provide the requested services; and

WHEREAS, the parties agree that the contract for delinquent court fines and fees penalties is fair and reasonable.

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

That after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Court Fines and Fees Services, pursuant to Solicitation 2022-0007R Collection Services for Delinquent Fines and Fees - Municipal Court, is awarded to Delgado Acosta Spencer Linebarger & Perez, LLP and that the City Manager, or his designee, is authorized to execute the Agreement and any related documents with Delgado Acosta Spencer Linebarger & Perez, LLP required to effectuate this award.

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

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

26. Motion made by Representative Molinar, seconded by Representative Salcido, and unanimously carried to **AWARD** Solicitation 2022-0007R Collection Services for Delinquent Fines and Fees - Municipal Court to Delgado Acosta Spencer Linebarger & Perez, LLP for an initial four (4) year term for an estimated amount of \$3,796,035.80. The award also includes, three (3), one (1) year options for an estimated amount of \$2,847,026.85. The total value of the contract is, including the initial term plus the options, for a total of seven (7) years, for an estimated amount of \$6,643,062.65. This contract will allow collection services for the Municipal Court.

Contract Variance: No contract variance

Department:	Municipal Court
Award to:	Delgado Acosta Spencer Linebarger & Perez, LLP
	El Paso, TX
Item(s):	All
Annual Estimated Award:	\$949,008.95
Initial Term:	\$3,796,035.80 (4 years)
Option to Extend:	\$2,847,026.85 (3 years)
Total Estimated Award:	\$6,643,062.65 (7 years)
Account No.:	111-1000-11030-203400
Funding Source:	Collection Agency Payable
Districts(s):	All

This is a Request for Proposal (RFP), service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend award as indicated to Delgado Acosta Spencer Linebarger & Perez, LLP, the sole highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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.

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

NAYS: None

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

27.

RESOLUTION

WHEREAS, on December 7, 2021 the City of El Paso ("City") awarded Contract No. 2021-1037 Rojas Dr. Widening to J.A.R CONCRETE, INC. DBA J.A.R CONSTRUCTION, INC. for \$8,312,690.32 ("Vendor"); and

WHEREAS, the City desires to terminate the Contract without cause and for convenience, pursuant to the provisions and requirements of section 3L of the Contract.

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

That the Purchasing Director is authorized to notify Vendor that City is terminating awarded Contract No. 2021-1037 Rojas Dr. Widening for convenience, pursuant to the provisions and requirements of the Contract, and that the termination shall be effective as of May 10, 2022.

1ST MOTION

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

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

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Hernandez and carried to **RECONSIDER** item 27.

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

3RD AND FINAL MOTION

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

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

NAYS: Representative Molinar

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

28. *Motion made, seconded, and unanimously carried to POSTPONE FOUR WEEKS an Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability) to clarify the Reasonable Sensibilities Standard; Section 9.40.030 (Sound Level Violations) to clarify the maximum sound level, that sound levels apply to properties producing the noise, and the locations of sound readings; Section 9.40.040 (Vibration) to clarify that Vibration Violations can occur on any affected property; Section 9.40.070 (Penalties) to clarify that the city may seek civil action and penalties of up to \$1,000 per day; Section 9.40.080 (Enforcement) to clarify which departments have authority to enforce; the penalty as provided in Section 9.40.070 of the City Code.

Goal 3: Promote the Visual Image of El Paso

29. *Motion made, seconded and unanimously carried to POSTPONE FOUR WEEKS an Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.020 (A) and Section 5.03.020 (E) (Definitions), Article II (Permit Application Process) Section 5.03.040 (B) (3) (Permit Application Processing), Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080 (B) (5) and Section 5.03.090 (A) (2), Article IV (Permit Standards), Section 5.03.110 (A) (Permit Standards), Article VI (Violation; Penalty) Section 5.03.130 (C) Violation and adding Section 5.03.130 (E); The penalty as provided in 5.03.130 of the El Paso City Code.

REGULAR AGENDA – OTHER BUSINESS:

<u>REGULAR AGENDA</u> O'MER BOOMEGO.

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

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30. ITEM: Discussion and action requesting City Council support for the staff recommended project that has been selected to submit for an Infrastructure for Rebuilding America (INFRA) Grant under the Multimodal Projects Discretionary Grant Program (MPDG) for the Department of Transportation (DOT) to invest in road, rail, transit and port projects that promise to achieve national objectives.

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

- Ms. Anne Guayante, Grants and Strategic Initiatives Manager, Economic Development
- Mr. David Coronado, Managing Director, International Bridges and Economic Development

Mayor Leeser and Representative Svarzbein commented.

Mr. Tommy Gonzalez, City Manager, commented.

Motion made by Representative Rodriguez, seconded by Representative Molinar, and unanimously carried to **SUPPORT** the submission of an Infrastructure for Rebuilding America (INFRA) grant application for the El Paso International Bridge System Needs Assessment project.

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

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

31. ITEM: Discussion and action on the appointment of 4 candidates to fill 5 Part Time On-Call Associate Judge vacancies. Six candidates applied; 1 did not meet qualifications; 1 non-responsive. Four candidates' names were submitted by a city representative to the City Manager's office. These positions serve as substitutes for the elected municipal court trial judges at trial and other court hearings; they preside over arraignments; they serve as magistrates on graveyard shifts.

Motion made by Representative Annello, seconded by Representative Lizarraga, and carried to **APPOINT** the following 4 candidates to fill the Part Time On-Call Associate Judge vacancies.

- 1. Elia Garcia
- 2. Jose Gonzalez
- 3. Leonel Nunez
- 4. Manuel Parra
- AYES: Representatives Svarzbein, Annello, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
- NAYS: Representative Hernandez

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Goal 3: Promote the Visual Image of El Paso

32. ITEM: Discussion and action on the results of the Public Engagement related to the Community Progress Bond.

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

Representatives Svarzbein, Annello, and Molinar commented.

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

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ACCEPT** the program recommendations related to the Community Progress Bond Program as presented by staff.

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

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

33.

RESOLUTION

WHEREAS, the purpose of this Post-Issuance Compliance Policy and Procedure manual is to adopt policies and procedures to guide the City of El Paso (the City) in meeting the requirements of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations (collectively, the "Tax Code") concerning tax-exempt and tax-advantaged debt ("TE Debt Issuances"), as well as continuing disclosure requirements described in the United States Securities and Exchange Commission Rule 15(c) 2-12, as amended (the "Rule"), and other covenants and related obligations of the City concerning all outstanding issuances of debt; and

WHEREAS, Non-compliance with the Tax Code may result in fines and/or loss of the preferential status of the debt issuances; and

WHEREAS, the City will review this policy at regular intervals to assure each debt issuance of the City is compliant with the Tax Code; and

WHEREAS, the Post-Issuance Compliance Policy applies to tax exempt bonds and will serve to establishes guidelines to develop and maintain compliance with the Internal Revenue Code of 1986 as amended, meet the requirements of the Securities and Exchange Commission Rule 15(c) 2-12 and meet bond covenants obligation.

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

That the City hereby adopts the Post-Issuance Compliance Policy for the City of El Paso which is attached hereto as *Exhibit A*^{**} and incorporated herein by reference.

**Exhibit available at the City Clerk's Office.

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

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

and

34.

RESOLUTION

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WHEREAS, on March 3, 2020, the City Council approved the revised Budget Policy;

WHEREAS, the City desires to amend the Budget Policy to allow for the establishment of a Pension Stabilization Fund and amend the language of the Stabilization Fund created on March 3, 2020.

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

That the City hereby approves the adoption the revised City of El Paso Budget Policy attached to this resolution as **Exhibit A****, which allows for the establishment of a Pension Stabilization Fund and amends the language of the Stabilization Fund created on March 3,2020.

**Exhibit available at the City Clerk's Office.

Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Mr. Tommy Gonzalez, City Manager, commented.

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

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

RESOLUTION

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WHEREAS, the Housing Opportunity Management Enterprises PFC, a public facility corporation of the Housing Authority of the City of El Paso, Texas, is in the process of issuing one or more issues or series following Multi-Family Housing Revenue Bonds:

\$20,000,000 for the "Cielo Tower Apartments Project" (the "Project"), for the Project covering a total of 123 units.

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986 requires that before the bonds are issued, the issuance of such tax exempt bonds must be approved by the highest elected official of the local governmental unit having jurisdiction over the area in which such facility is located after a public hearing following reasonable notice to the public;

WHEREAS, Housing Opportunity Management Enterprises PFC published a Notice of Public Hearing in the El Paso Times as required by Section 147(f) of the Internal Revenue Code on March 11, 2022, and held a public hearing on Tuesday, March 18, 2022;

WHEREAS, Housing Opportunity Management Enterprises PFC now requests that the Mayor sign a Certificate of Approval of the Highest Elected Official;

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

That the Mayor be authorized to sign the Certificate of Approval of the Highest Elected Official attached to this Resolution for the sole purpose of compliance with Section 147(f) of the Internal Revenue Code of 1986.

1ST MOTION

*Motion made, seconded, and unanimously carried to **REVISE** the district on the item.

2ND AND FINAL MOTION

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

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

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35.

RESOLUTION

WHEREAS, the Alamito Public Facilities Corporation ("Alamito"), a public facility corporation of the Housing Authority of the City of El Paso, Texas, is in the process of issuing one or more issues or series following Multi-Family Housing Revenue Bonds:

\$76,125,000 for the following residential rental projects Salazar Apartments; Cien Palmas Apartments; Mesa Place Townhomes; and Franklin Place Townhomes.

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986 requires that before the bonds are issued, the issuance of such tax exempt bonds must be approved by the highest elected official of the local governmental unit having jurisdiction over the area in which such facility is located after a public hearing following reasonable notice to the public;

WHEREAS, Alamito Public Facilities Corporation, published a Notice of Public Hearing in the El Paso Times as required by Section 147(f) of the Internal Revenue Code on March 11, 2022, and held a public hearing on Tuesday, March 18, 2022;

WHEREAS, Alamito now requests that the Mayor sign a Certificate of Approval of the Highest Elected Official;

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

That the Mayor be authorized to sign the Certificate of Approval of the Highest Elected Official attached to this Resolution for the sole purpose of compliance with Section 147(f) of the Internal Revenue Code of 1986.

1ST MOTION

*Motion made, seconded, and unanimously carried to **REVISE** the district on the item.

2ND AND FINAL MOTION

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

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

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

37.

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and AECOM TECHNICAL SERVICES, INC., a California USA Foreign for-Profit Corporation, for a project known as "Architect And Engineering Services for Traffic Management Center Upgrades" for an amount not to exceed \$3,518,769.71; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$3,618,769.71; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

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

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

NAYS: None

ADJOURN

Motion made by Representative Annello seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 4:13 p.m.

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

NAYS: None

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER Mayor

TOMMY GONZALEZ CITY MANAGER



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

SPECIAL CITY COUNCIL MEETING MINUTES CITY HALL, 300 N. CAMPBELL COUNCIL CHAMBERS AND VIRTUAL May 16, 2022 9:00 AM

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

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AGENDA

ITEMS 1 AND 2 WERE TAKEN TOGETHER

EXECUTIVE SESSION

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 9:04 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the items on the agenda:

Section 551.071 CONSULTATION WITH ATTORNEY Section 551.074 PERSONNEL MATTERS

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

NAYS: None

2ND MOTION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 1:21 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

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

NAYS: None

1. Discussion and review of the annual performance evaluations of the City Attorney and City Manager in alignment with the City's Strategic Plan Goal of Setting the Standard

for Sound Governance and Fiscal Management.

NO ACTION was taken on this item.

2. Discussion and action to review and amend the employment agreement for City Manager in alignment with the City's Strategic Plan Goal of Setting the Standard for Sound Governance and Fiscal Management.

Representative Annello commented.

3RD AND FINAL MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Hernandez and carried that the Mayor is authorized to execute the First Amendment to the Amended and Restated Employment Agreement between the City of El Paso and Tomas Gonzalez, to include the following terms:

- 1. That the Employment Agreement will be extended until June 24, 2029;
- 2. The City Manager's base salary shall not increase above \$450,000.00 unless the average base salary of the three highest Comparison Cities under the Agreement, is above \$450,000, in which case the Manager's base salary will be increased to the lesser of (i) the base salary with the merit or other increase under the Employment Agreement, or (ii) the base salary of the average of the three highest Comparison Cities;
- 3. That the City will pay the employee's portion of the contribution under the City's Pension Plan up to the maximum extent allowed by law and in accordance with the terms of the City's Pension Plan; and
- 4. That the City will pay the employee's portion of the contribution up to the maximum extent allowed by law and in accordance with the terms of the City's 457 Deferred Compensation plan which may need to be amended.

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

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<u>ADJOURN</u>

Motion made by Representative Molinar, seconded by Representative Rivera and unanimously carried to **ADJOURN** the meeting at 1:25 p.m.

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

NAYS: None

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER Mayor



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

TOMMY GONZALEZ CITY MANAGER

CITY COUNCIL WORK SESSION MINUTES May 9, 2022 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:05 AM

The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:28 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Joe Molinar, Isabel Salcido, Henry Rivera, and Cissy Lizarraga. Casandra Hernandez joined virtually. Claudia Rodriguez requested to be excused.

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<u>AGENDA</u>

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1. Discussion and action to authorize District 3 City Representative Cassandra Hernandez to attend Council meetings by video conference more than one regular meeting week in a row, for the meeting week of May 9, 2022 and the meeting week of May 23, 2022.

Motion made by Representative Annello, seconded by Representative Rivera, and unanimously carried to **AUTHORIZE** District 3 City Representative Cassandra Hernandez to attend Council meetings by video conference more than one regular meeting week in a row, for the meeting week of May 9, 2022 and the meeting week of May 23, 2022.

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

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

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, provided an update on the status of the current pandemic by explaining that while the number of positive cases had increased, the number of hospitalizations remained low. He stated that El Paso's classification according to the CDC remained low and reminded the community that vaccinations and boosters were available at various City locations without an appointment. Mr. Gonzalez highlighted that 81% of the local population was fully vaccinated noting this was above the figures reported at the State and National level. He also stated that 42% of individuals age 12 and older had received boosters and asked the community to remain

vigilant and follow the recommended precautions set forth by the CDC.

- 2. City Attorney Overview (Karla Nieman)
 - a) Greg Abbott, in his official capacity as Governor of Texas, v. City of El Paso & Statewide Mask Mandate Litigation
 - b) Additional Updates

Ms. Karla Nieman, City Attorney, continued the presentation by announcing that she did not have an update related to the City's mask mandate litigation and noted that the Biden administration had announced the termination of Title 42 would be on May 23, 2022. Title 42 prevents migrants from entering the country to seek asylum and Ms. Nieman explained that a federal court in Louisiana had issued a temporary restraining order to prevent the termination of Title 42 and said the first court hearing was expected in the coming days. As far as land travel, she explained that proof of full vaccination was still required at ports of entry in order to cross into the country.

3. Team Lead Report:

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

Dr. Hector Ocaranza, Public Health Authority, continued the presentation by noting that the community level and hospitalizations were still low and encouraged everyone to be vigilant and aware of their risk level. He also highlighted that this year, school graduations and celebrations could be held without restrictions in contrast to previous years. Dr. Ocaranza closed by saying that the focus would be on how to monitor community levels established by the CDC and mentioned that one method would be with wastewater surveillance.

4. City Manager Wrap-up (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, closed the presentation by saying the City would shift its focus on pandemic recovery and the continuation of community support by providing ongoing services.

Mayor Leeser and Representative Svarzbein commented.

NO ACTION was taken on this item.

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3.

RESOLUTION

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

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

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

31, 2021; and

WHEREAS, the City has on going COVID-19 related expenditures that have continued into FY 2022; and WHEREAS, the COVID-19 pandemic is a public health crisis that has required immediate action from the City to relieve the emergency necessity of the municipality's residents and to protect the health and safety of the community, resulting in expenditures by the City to respond to the COVID-19 public health emergency; and

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

WHEREAS, the Final Rule contains a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of recovery funds not explicitly listed; and

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

WHEREAS, on July 27, 2021 the City Council appropriated \$15,000,000 of ARPA grant funds; and

WHEREAS, on January 18, 2022 the City Council appropriated \$7,821,018 of ARPA grant funds; and

WHEREAS, on March 15, 2022 the City Council appropriated \$6,600,000 of the ARPA grant funds; and

WHEREAS, the City Council desires to appropriate the ARPA grant funds in the amount of \$115,979,244 in accordance with the requirements stipulated in the U.S. Department of Treasury's Final Rule ("Final Rule").

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

THAT, as the recipient of the American Rescue Plan Act ("ARPA") grant funds in the amount of \$154,365,135, the City Council approves the appropriation of \$115,979,244 of the grant funds from the Coronavirus State and Local Fiscal Recovery Funds in accordance with the requirements stipulated by the American Rescue Plan Act and federal guidelines in the Final Rule to cover expenses incurred to respond and recover from the COVID-19 public health crisis.

THAT, the above appropriation is obligated during the period starting March 3, 2021, and ending December 31, 2024.

THAT, the instant and previous appropriations are made in compliance with the Final Rule.

THAT, the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the American Rescue Plan Act ("ARPA") grant funds are properly expended to respond and recover from the COVID-19 public health emergency

The following presenters participated in a PowerPoint presentation (copy on file in the City Clerk's Office) and/or responded to questions from Members of the City Council:

- Ms. Nicole Cote, Managing Director, Office of Management and Budget and Purchasing and Strategic Sourcing
- Mr. Mario D'Agostino, Deputy City Manager, Public Safety
- Mr. Sam Rodriguez, Chief Operations Officer
- Assistant Police Chief Peter Pacillas
- Ms. Nicole Ferrini, Director, Community and Human Development and Chief Resilience Officer
- Ms. Araceli Guerra, Managing Director, Internal Services
- Ms. Elizabeth Triggs, Director, Economic and International Development
- Mr. Joel McKnight, Assistant Director, Parks and Recreation
- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Dionne Mack, Deputy City Manager, Quality of Life

The following members of the public commented:

- Mr. Stephen Ian Voglewede
- Ms. Desirae Manzanares
- Ms. Mary Beth Stevens, Better Business Bureau El Paso, submitted a letter that was read into the record by Ms. Laura Prine, City Clerk
- Ms. Lupe Mares, LiftFund, Inc. submitted a letter that was read into the record by Ms. Laura Prine, City Clerk

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

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Lizarraga and carried to **APPROVE** the Resolution

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

4. Presentation and discussion providing a report from the following Goal Teams:

1. Vision Block: High Performing Government a) Goal 5 (Communication) Goal 6 (Sound Governance)

The following presenters participated in a PowerPoint presentation (copy on file in the City Clerk's Office):

• Carolyn Patrick, Information Technology Assistant Director

• Araceli Guerra, Managing Director of Internal Service

NO ACTION was taken on this item.

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5. Presentation and discussion about the progress made in the implementation of the Regional Renewable Energy Advisory Council (RREAC) and its alignment with the City's Strategic and Urban Energy Plans.

The following presenters participated in a PowerPoint presentation (copy on file in the City Clerk's Office) and/or responded to questions from Members of the City Council.

- Ms. Nicole Ferrini, Director, Community and Human Development and Chief Resilience
 Officer
- Mr. Fernando Berjano, Sustainability Coordinator
- Mr. Cary Westin, Senior Deputy City Manager

Mr. Joshua Simmons, Vice Chair, Regional Renewable Energy Advisory Council, commented.

Representatives Svarzbein and Molinar commented

NO ACTION was taken on this item.

6. Discussion and action on the City of El Paso's legislative agenda for the 88th Regular Session of the Texas State Legislature.

The following presenters participated in a PowerPoint presentation (copy on file in the City Clerk's Office) and/or responded to questions from Members of the City Council.

- Ms. Lindsey Adams, Legislative Liaison, Economic and International Development
- Mr. Snapper Carr, Legislative Attorney

Representatives Svarzbein, Molinar, and Salcido commented.

NO ACTION was taken on this item.

EXECUTIVE SESSION

Motion made by Representative Annello, seconded by Representative Salcido, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 1:00 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071CONSULTATION WITH ATTORNEYSection 551.072DELIBERATION REGARDING REAL PROPERTYSection 551.074PERSONNEL MATTERSSection 551.087DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

ABSENT: Representative Rodriguez

Motion made by Representative Molinar, seconded by Representative Rivera, and unanimously carried to **ADJOURN** the Executive Session at 3:52 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

EX1. Max Grossman Lawsuit v. City of El Paso; Texas Supreme Court, Case No. 21-1105. Matter No. 17-1001-171.001 (551.071)

NO ACTION was taken on this item.

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EX2. Application for Approval of Advanced Metering System (AMS) Deployment Plan, AMS Surcharge, and Non-Standard Metering Service Fees, Public Utility Commission of Texas Docket No. 52040. Matter No. 21-1008-168 (551.071)

NO ACTION was taken on this item.

EX3. Contractual matter with federal entity. Matter No. 21-1003-1236 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried, that the City Manager or designee be authorized, in consultation with the City Attorney, to negotiate and execute a Non-Disclosure Agreement with a federal entity

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

ABSENT: Representative Rodriguez

EX4. Purchase, lease, exchange of real property held by El Paso Water Utilities-PSB. Matter No. 22-1004-1348 (551.072)

NO ACTION was taken on this item.

EX5. Potential economic development opportunities in Northeast El Paso. Matter No. 22-1007-2864 (551.072) (551.087)

NO ACTION was taken on this item.

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EX6. Legal consultation regarding the City Attorney and City Manager annual performance evaluations. Matter No. 21-1043-688 (551.071) (551.074)

NO ACTION was taken on this item.

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<u>ADJOURN</u>

Motion made by Representative Molinar, seconded by Representative Rivera and unanimously carried to **ADJOURN** the meeting at 3:54 p.m.

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

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



Legislation Text

File #: 22-643, 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.

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 22-574, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

That the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located between the intersections of Global Reach Drive and George Perry Boulevard, legally described as a 0.4427 acre portion of Lot 1, Block 2, Butterfield Trail Aviation Park Unit Three Replat A, situate within the corporate limits of the City of El Paso, El Paso County, Texas, recorded in File No. 20210042139, El Paso County Plat Records.

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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

SUBGOAL:

SUBJECT:

That the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located between the intersections of Global Reach Drive and George Perry Boulevard, legally described as a 0.4427 acre portion of Lot 1, Block 2, Butterfield Trail Aviation Park Unit Three Replat A, situate within the corporate limits of the City of El Paso, El Paso County, Texas, recorded in File No. 20210042139, El Paso County Plat Records.

BACKGROUND / DISCUSSION:

The easement is needed to provide electric service to the facility.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation SECONDARY DEPARTMENT:

DEPARTMENT HEAD:

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

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located between the intersections of Global Reach Drive and George Perry Boulevard, legally described as a 0.4427 acre portion of Lot 1, Block 2, Butterfield Trail Aviation Park Unit Three Replat A, situate within the corporate limits of the City of El Paso, El Paso County, Texas, recorded in File No. 20210042139, El Paso County Plat Records.

APPROVED THIS _____ DAY OF _____, 2022.

THE CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E., Director

Department of Aviation

RESOLUTION 22-1008-194/1174861.4/EPE Easement/LBJ

THE STATE OF TEXAS§\$UNDERGROUND ELECTRICAL ANDCOUNTY OF EL PASO§TRANSFORMER PAD EASEMENT

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

A portion of LOT 1, BLOCK 2, BUTTERFIELD TRAIL AVIATION PARK UNIT THREE REPLAT "A", EL PASO COUNTY, TEXAS

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

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

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

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

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

Josette Flores | Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS § COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Tommy Gonzalez as City Manager of the City of El Paso.

Notary Public in and for the State of Texas

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

GRANTEE: EL PASO ELECTRIC COMPANY

By: _

Printed Name: <u>Aurea D. Garcia</u> Title: <u>Supervisor – Land Management</u>

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2022 by <u>Aurea D. Garcia</u> as <u>Supervisor - Land Management</u> 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

EPE Underground Electrical Easement DT057548 INITIALS: _

EPIA Addendum to EPEC Easement - FAA

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

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

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

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

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

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

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

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

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NOT TO SCALE



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 E.P.E.C. UNDERGROUND ELECTRICAL AND TRANSFORMER PAD EASEMENT

A 0.4427 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion 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 being more particularly described by metes and bounds as follows.

COMMENCING for reference at a city monument found at the point of curvature monument line of Global Reach Drive, said monument line being located 15 feet east of the centerline of said Global Reach Drive right-of-way (120 feet wide), **WHENCE**, a city monument found at the intersection of said Global Reach Drive monument line and the centerline of George Perry Boulevard (120 feet wide) bears, North 42°08'20" West (North 45°12'53" West~record), a distance of 9,338.74 feet (9,337.94 feet~record); **THENCE**, following the monument line of said Global Reach Drive, North 42°08'20" West (North 45°12'53" West~record), a distance of 6,268.91 feet; **THENCE**, leaving the monument line of said Global Reach Drive, North 47°51'40" East a distance of 55.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the easterly right-of-way line of said Global Reach Drive and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, following the easterly right-of-way line of said Global Reach Drive, North 42°08'20" West (North 45°12'53" West~record), a distance of 25.68 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said Global Reach Drive, North 19°13'00" West, a distance of 66.98 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 42°19'01" West, a distance of 23.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 47°40'59" East, a distance of 2.50 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 42°19'01" West, a distance of 216.86 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the westerly corner of the parcel herein described;

THENCE, North 47°51'40" East, a distance of 819.67 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 42°08'20" East, a distance of 551.64 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 47°51'40" East, a distance of 195.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 42°08'20" West, a distance of 7.50 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 47°51'40" East, a distance of 16.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 42°08'20" East, a distance of 25.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeasterly corner of the parcel herein described;

THENCE, South 47°51'40" West, a distance of 16.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 42°08'20" West, a distance of 7.50 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 47°51'40" West, a distance of 205.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 42°08'20" West, a distance of 551.64 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 47°51'40" West, a distance of 799.63 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 42°19'01" East, a distance of 206.83 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 47°40'59" East, a distance of 2.50 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 42°19'01" East, a distance of 23.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 47°40'59" West, a distance of 4.13 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 19°13'00" East, a distance of 55.00 feet to the POINT OF BEGINNING.

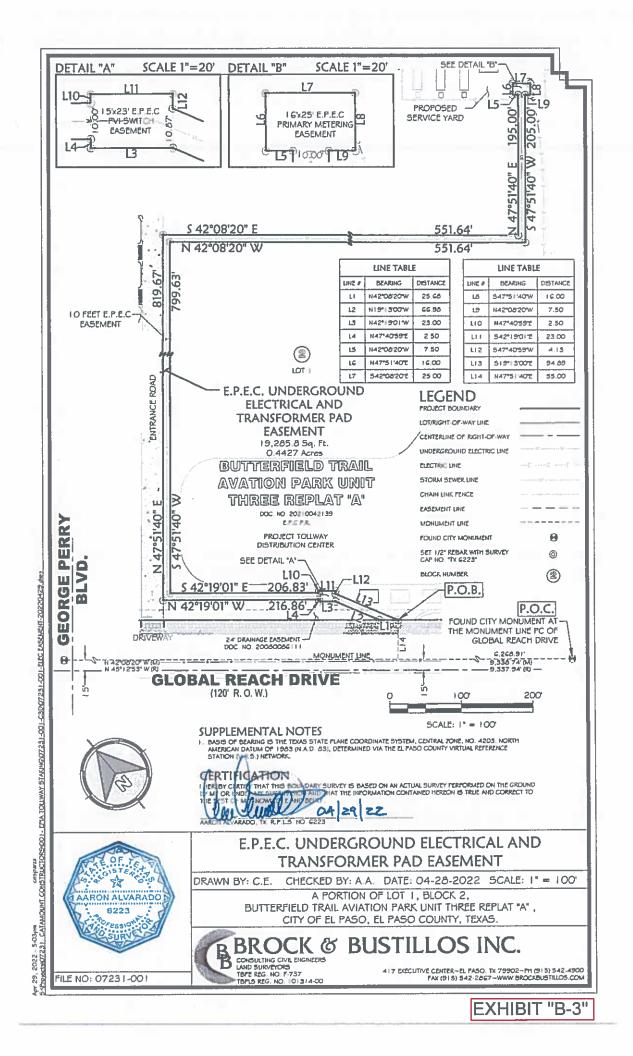
Said parcel containing 0.4427 acres (19,285.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, TX R. P. L. S. No. 6223 Date: April 29, 2022 07231-001-EPEC EASEMENT-LOT 1-TOLLWAY-UG-DESC



EXHIBIT "B-2

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El Paso, TX

Legislation Text

File #: 22-597, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

Economic and International Development, Jessica Cordova, (915) 212-1626 Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign the 1st Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") between the CITY OF EL PASO and FLYZONE, LLC, to decrease the maximum, aggregated Grant payments due to the Applicant over the Term of the Agreement by 5 percent (from \$162,863 to \$154,720) as consideration for an approximate 5 percent reduction in the Minimum Investment required to be incurred by the Applicant (from \$12,414,000 to \$11,763,573).

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Jessica Cordova, 915-212-1626

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

A Resolution that the City Manager be authorized to sign the 1st Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") between the **CITY OF EL PASO** and **FLYZONE, LLC**, to decrease the maximum, aggregated Grant payments due to the Applicant over the Term of the Agreement by 5 percent (from \$162,863 to \$154,720) as consideration for an approximate 5 percent reduction in the Minimum Investment required to be incurred by the Applicant (from \$12,414,000 to \$11,763,573).

BACKGROUND / DISCUSSION:

On June 12, 2018, FLYZONE, LLC ("Applicant") entered into a Chapter 380 Agreement with the City for the construction of iFLY, an indoor skydiving facility located in West El Paso. The project was completed in April 2019 and is currently operational. The Applicant's investment in the construction of the project totaled \$11,763,573, approximately 5 percent below the Applicant's contractual obligation of \$12,414,000. To bring FLYZONE, LLC into compliance with its Agreement, staff is recommending approval of this first amendment which allows for an approximate 5 percent reduction in minimum investment. As consideration for the reduction, the maximum, total Grant payment due to the Applicant over the term of the Agreement will be reduced by a proportionate five percent, to be withheld from the Retail Sales and Use Tax Rebate.

PRIOR COUNCIL ACTION:

On June 12, 2018, the City and FLYZONE, LLC entered into a Chapter 380 Economic Development Program Agreement. The original agreement requires a contractual investment amount of \$12,414,000. City of El Paso is to incentivize the project with a Retail Sales Tax Rebate not to exceed \$110,863.00, a Construction Materials Sales Tax Rebate not to exceed \$42,000, and a Building and Planning Fee Rebate not to exceed \$10,000. For a total incentive of \$162,863.

AMOUNT AND SOURCE OF FUNDING:

General Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD:

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

RESOLUTION

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

That the City Manager be authorized to sign the 1st Amendment to the Chapter 380 Economic Development Program Agreement ("Agreement") between the CITY OF EL PASO and FLYZONE, LLC, to decrease the maximum, aggregated Grant payments due to the Applicant over the Term of the Agreement by 5 percent (from \$162,863 to \$154,720) as consideration for an approximate 5 percent reduction in the Minimum Investment required to be incurred by the Applicant (from \$12,414,000 to \$11,763,573).

APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

ATTEST:

Oscar Leeser Mayor

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs, Director Economic and International Development

STATE OF TEXAS§FIRST AMENDMENT TO§CHAPTER 380 ECONOMIC DEVELOPMENTCOUNTY OF EL PASO§PROGRAM AGREEMENT

The First Amendment to the Chapter 380 Economic Development Program Agreement ("First Amendment") is made this ______day of ______, 2022, by and between the CITY OF EL PASO (the "City"), a Texas home rule municipal corporation, and FLYZONE, LLC, (the "Applicant"), an indoor skydiving entertainment facility.

WHEREAS, on June 12, 2018, the City and Applicant entered into a Chapter 380 Economic Development Program Agreement (the "Agreement") a copy of which is attached and labeled as Exhibit "A", for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, the City and Applicant now desire to amend the Agreement to decrease rebate incentive by five percent (5%) in correlation by a five percent (5%) investment reduction.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. The following provisions of SECTION 2. DEFINITIONS, of the Agreement are revised to read as follows:

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

- G. Grant means each annual payment to Applicant under the terms of this Agreement computed as (i) Retail Sales Tax Rebate, (ii) Construction Materials Sales Tax Rebate and (iii) Building and Planning Fee Rebate. For the purposes of this Agreement, the maximum, aggregated amount of Grant payments shall not exceed \$154,720.00.
- J. **Minimum Investment** means those cost incurred by Applicant or third parties in the construction, or furnishing of the improvements for the Project, to include cash and in-kind contributions. For the purposes of this Agreement, the Minimum Investment amount shall be \$11,769,573.00.
- N. Retail Sales and Use Tax Rebate. The word "Retail Sales and Use Tax Rebate" means a rebate capped at 80% of the City's one percent (1%) Sales and Use Receipts generated by and attributable solely to Applicant sale of Taxable Items consummated at the Property located in the Development in the immediately prior calendar year and remitted from the State Comptroller to the City and payable from the City's general revenue

fund. The total, aggregate amount of payments over the Term of this Agreement to Applicant shall not exceed \$102,720.00

II. The following provisions of SECTION 4. OBLIGATIONS OF CITY, of the Agreement are revised to read as follows:

E. Under no circumstances shall the total aggregate of Grant payments exceed \$154,720.

Except as amended herein, the Agreement between the City and Applicant shall remain in full force and effect.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the _____ day of _____, 20___.

CITY OF EL PASO:

Tomás González City Manager

APPROVED AS TO FORM:

Hizabeth K. Triggs, Director Economic and International Development

ACKNOWLEDGMENT

STATE OF TEXAS

an S. Gonzalez

COUNTY OF EL PASO

APPROVED AS TO CONTENT:

Senior Assistant City Attorney

This instrument was acknowledged before me on the _____ day of _____ 20____, by **Tomás González** as **City Manager** of the **City of El Paso, Texas** (CITY).

\$ \$ \$

Notary Public, State of Texas Name printed:

My Commission Expires:



Legislation Text

File #: 22-600, 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.

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: May 24, 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 El Paso International Airport has amended the current air service incentive policy to further encourage airlines to grow and expand routes by incentivizing airlines to expand to daily service and year-round service. Expanding routes will enhance the air travel opportunities and connectivity for our community and region.

PRIOR COUNCIL ACTION:

El Paso City Council approved El Paso International's Air Service Incentive program that went into effect on February 1, 2022.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Aviation SECONDARY DEPARTMENT: None

DEPARTMENT HEAD:

R. Shane Brooks

for

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

RESOLUTION

WHEREAS, on February 1, 2022, the El Paso City Council approved the Air Service Development Incentive Program revision to encourage new non-stop commercial passenger service, new airlines and new unserved markets, whether those markets be domestic or international; and

WHEREAS, City staff recommends that the Air Service Development Incentive Program be revised to separate seasonal service from non-seasonal service.

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 the revised Exhibit "A", be approved and made effective on May 24, 2022; and

THAT the El Paso International Airport Air Service Development Incentive Program effective on February 1, 2022 will no longer be in effect on May 24, 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:

Josette Flores Senior Assistant City Attorney

APPROVED AS TO CONTENT:

for Samuel Rodriguez, P.E. Director of Aviation

RESOLUTION 22-1003-1251/1154493.3/Air Service Incentives Reso/ 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 May 24, 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 airport 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	\$5.00 per departure seat for the 1 st year and \$2.50 per departure seat for the 2 nd year	Broadcast announcement utilizing the airport's media outlets and assist with inaugural flight festivities
			Additional Fee Waiver – 100 sq. ft. for new entrants for the first 24 months of new service		
New unserved market - domestic	Airports that are currently not served from ELP and have not been served in the last 12 months, or are upgrading from seasonal to year- round, or from less than daily to daily service	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 1 st year and \$2.50 per departure seat for the 2 nd year	Broadcast announcement utilizing the airport's media outlets and assist with inaugural flight festivities
New unserved market - international	International airports 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 1 st year and \$5.00 per departure seat for the 2 nd year	Broadcast announcement utilizing the airport's media outlets and assist with inaugural flight festivities

¹The 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.

²All 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 either sent directly to the media source or the airline as a reimbursement. Payment will be made to the media source or airline 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.



Legislation Text

File #: 22-568, 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 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.

A Resolution approving the demolition lien on 3100 Zion Ln. for work completed August 3, 2021 in the amount of \$14,539.88.

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer (915) 212-6000

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

A resolution approving the demolition lien on 3100 Zion Ln for work completed August 3rd, 2021 in the amount of \$14,539.88.

BACKGROUND / DISCUSSION:

Building and Standards Commission ordered the property to be demolished. The owner having failed to comply, the building was demolished through ESD and the work was completed 8/3/21.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department **SECONDARY DEPARTMENT:**

DEPARTMENT HEAD: Cele

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

WHEREAS, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, SONORA, JAIME, referred to as owner of the hereinafter described property after due notice and hearings, the BUILDING and STANDARDS COMMISSION of the City of El Paso ordered the owner of the property located at 3100 Zion Ln., El Paso, Texas to demolish the building on the property in thirty (30) days from the entry of the Order. The owner having failed to comply with such ORDER to demolish the building and clean the property of all rubbish and debris; and

WHEREAS, after thirty (30) days and due notice after the entry of the order, the Chief Building Official for the City of El Paso instructed Environmental Services Department to demolish the building located at 3100 Zion Ln., El Paso, Texas; and

WHEREAS, through the Environmental Services Department for the City of El Paso, the building was demolished; 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 reasonable expenses and amount billed to the City for the demolition of the property including administrative costs and the cost of demolition, removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3100 Zion Ln, more particularly described as Lot 1 (22623 SQ FT), Block 20, Mountain Park Subdivision, City of El Paso, El Paso County, Texas, PID #M820-999-0200-0100

to be \$14,539.88, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3^{rd} day of August, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOURTEEN THOUSAND FIVE HUNDRED THIRTY NINE AND 88/100 DOLLARS (\$14,539.88) 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 _____, 20 ___.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Wed N. Vigad

Wendi N. Vineyard Assistant City Attorney

APPROVED AS TO CONTENT:

Ellen Smyth, P.E., Director Environmental Services Department

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this _____ day of _____, 20___, 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:

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Legislation Text

File #: 22-580, 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, 3, 4, 7 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)

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer (915) 212-6000

DISTRICT(S) AFFECTED: 1, 2, 3, 4, 7

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

<u>SUBJECT:</u> That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A)

BACKGROUND / DISCUSSION: N/A

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department **SECONDARY DEPARTMENT:**

Celes A **DEPARTMENT HEAD:**

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

ATTACHMENT A SOLID WASTE LIENS

May 24, 2022

Address	Owner of Record	Amount	District
5416 East River Ln.	Felix Jorge L & Palma Viridiana	\$459.00	1
4938 Meade Ct.	Barraza Tomasa & Aguirre Francisca Y	\$300.27	2
8204 Mount Everest Dr.	The Sheriff of Tarrant County C/O Tarrant County Bail Bond Board	\$346.27	2
7263 Alameda Ave	Gonzalez Rogelio	\$1009.50	3
10365 Wilshire St.	Gleason Glen T & Maria E	\$263.80	4
10900 Whitey Ford St.	Chacon Alicia R	\$271.58	4
11793 Jim Webb Dr.	El Paso Kiwi Enterprises	\$315.00	4
206 S Schutz Dr.	Hernandez Federico P & Maria G.	\$278.62	7
880 N Zaragoza Rd.	United States Postal Service	\$295.40	7
9306 Roseway Dr.	Burciaga Prishma P & Martinez Panfilo I	\$311.84	7
9605 Cindy Ln.	Hooper Altagracia	\$844.00	7

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FELIX JORGE L & PALMA VIRIDIANA, 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:

5416 East River Ln, more particularly described as Lot 5 (29655.00 Sq Ft), Block 1, East River Estates Subdivision, City of El Paso, El Paso County, Texas, PID #E067-999-0010-0500

to be \$459.00, 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 15th day of June, 2017, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY NINE AND 00/100 DOLLARS (\$459.00) 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 _____, 2022.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Wed N. Vingad

Wendi Vineyard Assistant City Attorney

Ellen A. Smyth, P.E., Director Environmental Services Department

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this _____ day of _____, 2022, 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:

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WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BARRAZA TOMASA & AGUIRRE FRANCISCA 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:

4938 Meade Ct, more particularly described as Lot 2004 (12562.55 Sq Ft), Block 78, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0780-4300

to be \$300.27, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of June, 2019, 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 AND 27/100 DOLLARS (\$300.27) to be a

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

al N. Visad

Wendi Vineyard Assistant City Attorney

ela A

Ellen A. Smyth, P.E., Director Environmental Services Department

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this _____ day of _____, 20 ____, 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:

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WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, THE SHERIFF OF TARRANT COUNTY C/O TARRANT COUNTY BAIL BOND BOARD, 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:

8204 Mount Everest Dr, more particularly described as Lot 2 (6600 Sq Ft), Block 2, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0020-3300

to be \$346.27, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of January, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 27/100 DOLLARS (\$346.27) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Wal N. Vingad

Wendi Vineyard Assistant City Attorney

ele A

Ellen A. Smyth, P/E., Director Environmental Services Department

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this _____ day of _____, 2022, 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:

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WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONZALEZ ROGELIO, 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:

> 7263 Alameda Ave, more particularly described as Tr 8-B (0.47 Ac) Tr 8-D (0.47 Ac), Block 24, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-024A-0806

to be \$1009.50, 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 28th day of July, 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 NINE AND 50/100 DOLLARS (\$1009.50) 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 _____. 2022.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Wed N. Vizad

Wendi Vineyard Assistant City Attorney

Elien A. Smyth, P.F., Director Environmental Services Department

STATE OF TEXAS

COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2022 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:

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

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

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

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

10365 Wilshire St, more particularly described as Lot 17 (6500 Sq Ft), Block 16, Sun Valley #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0160-3300

to be \$263.80, 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 December, 2017, 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 TWO HUNDRED SIXTY THREE AND 80/100 DOLLARS (\$263.80) 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 _____, 20___.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Ward N. Vingad

Wendi Vineyard Assistant City Attorney

Ellen A. Smyth, I.E., Director Environmental Services Department

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this _____ day of _____, 20 , 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:

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

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

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

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

10900 Whitey Ford St, more particularly described as Lot 2 (7565.87 Sq Ft), Block 1, Cooperstown Subdivision, City of El Paso, El Paso County, Texas, PID #C762-999-0010-0200

to be \$271.58, 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 October, 2015, 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 TWO HUNDRED SEVENTY ONE AND 58/100 DOLLARS (\$271.58) 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 _____, 20____.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Wed N. Vigad

Wendi Vineyard Assistant City Attorney

Ellen A. Smyth, P.J., Director Environmental Services Department

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this _____ day of _____, 20 ____, 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:

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)

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, EL PASO KIWI ENTERPRISES, 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:

11793 Jim Webb Dr, more particularly described as Lot 51 (6419.96 Sq Ft), Block 19, Mesquite Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #M395-999-0190-5100

to be \$315.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of August, 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 FIFTEEN AND 00/100 DOLLARS (\$315.00) 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 _____, 20___.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Wed N. Vigad

Wendi Vineyard Assistant City Attorney

Ellen A. Smyth, P.E., Director Environmental Services Department

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this _____ day of _____, 20 , 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:

)

)

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HERNANDEZ FEDERICO P & MARIA 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:

> 206 S Schutz Dr, more particularly described as Tr 8-A (0.1580 Ac), Block 39, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-039B-0801

to be \$278.62, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of October, 2017, 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 TWO HUNDRED SEVENTY EIGHT AND 62/100 DOLLARS (\$278.62) 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 _____, 20___.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Wendi Vineyard OAssistant City Attorney

Ellen A. Smyth, H.E., Director Environmental Services Department

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this _____ day of _____, 20___, 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

3

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, UNITED STATES POSTAL SERVICE, 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:

> 880 N Zaragoza Rd, more particularly described as Exc Swc) & Wly Pt Of 2 (39.43 Ft On Nely 454.69 Ft On Sely-42.09 Ft On Swly-38.18 Ft Onn Wy) (162620.02 Sq Ft), Block 9, Pecan Grove Subdivision, City of El Paso, El Paso County, Texas, PID #P656-999-0090-2500

to be \$295.40, 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 1st day of June, 2017, 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 TWO HUNDRED NINETY FIVE AND 40/100 DOLLARS (\$295.40) to be a lien on the above described property, said amount being due and payable within

1

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 _____, 20____.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Wed N. Vigad

Wendi Vineyard Assistant City Attorney

Ellen A. Smyth, P.L., Director Environmental Services Department

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on this _____ day of _____, 20__, 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:

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Environmental Services Department 7968 San Paulo El Paso, Texas 79907 (915) 212-6000

3

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

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

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

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

9306 Roseway Dr, more particularly described as Tr 151 (8850 Sq Ft), North Valumbrosa #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N525-999-0010-7600

to be \$311.84, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of September, 2019, 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 ELEVEN AND 84/100 DOLLARS (\$311.84) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 20___.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Werd N. Vigad

Wendi Vineyard Assistant City Attorney Cele Angt

Ellen A. Smyth, H.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 _____, 20__, 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, HOOPER ALTAGRACIA, 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:

> 9605 Cindy Ln, more particularly described as TR 23 (1.09 AC), Richard Lee Subdivision, City of El Paso, El Paso County, Texas, PID #R410-999-0010-5500

to be \$844.00, 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 6th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED FORTY FOUR AND 00/100 DOLLARS (\$844.00) 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 _____, 20___.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Werd N. Viyed Wendi Vineyard

Wendi Vineyard Assistant City Attorney

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 _____, 20 ____, 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



Legislation Text

File #: 22-611, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 2, 7, and 8

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

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign a Third Amendment to the Agreement for Professional Services by and between the CITY OF EL PASO and CONSOR ENGINEERS, LLC, a Texas Corporation, for a project known as "ALABAMA, DAVIS, DELTA, AND YARBROUGH BRIDGE CONSTRUCTION", to provide additional services for an increased cost not to exceed Thirteen Thousand Nineteen and 94/100 Dollars (\$13,019.94), for a total contract amount of Seven Hundred Sixty Five Thousand Five Hundred Sixty One and 94/100 Dollars (\$765,561.94); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement and this Third Amendment.

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

AGENDA DATE: PUBLIC HEARING DATE:	May 24, 2022 N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER:	Yvette Hernandez, (915) 212-1860
DISTRICT(S) AFFECTED:	7, 8, 2
STRATEGIC GOAL:	No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL:	N/A

SUBJECT:

That the City Manager be authorized to sign a Third Amendment to the Agreement for Professional Services by and between the CITY OF EL PASO and CONSOR ENGINEERS, LLC, an Texas Corporation, for a project known as "ALABAMA, DAVIS, DELTA, AND YARBROUGH BRIDGE CONSTRUCTION", to provide additional services for an increased cost not to exceed Thirteen Thousand Nineteen And 94/100 Dollars (\$13,019.94), for a total contract amount of Seven Hundred Sixty Five Thousand Five Hundred Sixty One and 94/100 Dollars (\$765,561.94); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement and this Third Amendment.

BACKGROUND / DISCUSSION:

This amendment is necessary in order to cover the cost of the design of a concrete access ramp to the Playa Drain for the Delta Bridge Reconstruction project and for additional construction services required for the Yarbrough Bridge Reconstruction project.

PRIOR COUNCIL ACTION:

Amendment #2 approved by council on August 6, 2019 Council approved design contract on March 5, 2019

AMOUNT AND SOURCE OF FUNDING:

FHWA / Local

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____NO

PRIMARY DEPARTMENT: Capital Improvement Department SECONDARY DEPARTMENT:

Gvette Hernandez

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

RESOLUTION

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

That the City Manager be authorized to sign a Third Amendment to the Agreement for Professional Services by and between the CITY OF EL PASO and CONSOR ENGINEERS, LLC, an Texas Corporation, for a project known as "ALABAMA, DAVIS, DELTA, AND YARBROUGH BRIDGE CONSTRUCTION", to provide additional services for an increased cost not to exceed Thirteen Thousand Nineteen And 94/100 Dollars (\$13,019.94), for a total contract amount of Seven Hundred Sixty Five Thousand Five Hundred Sixty One and 94/100 Dollars (\$765,561.94); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement and this Third Amendment.

APPROVED THIS _____ DAY OF _____ 2022.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Roberta Brito Assistant City Attorney

APPROVED AS TO CONTENT

Gvette Hernande

For Samuel Rodriguez, P.E., City Engineer Capital Improvement Department

19-1004-930/PL#1175969 Alabama, Davis, Delta and Yarbrough Reconstruction Services Agreement CONSOR ENGINEERS, LLC/SMC

THE STATE OF TEXAS)	THIRD AMENDMENT
)	AGREEMENT
COUNTY OF EL PASO)	FOR PROFESSIONAL SERVICES

This Third Amendment to that certain Agreement for Professional Services is made this ______ day of ______, 2022, by and between the City of El Paso, hereinafter referred to as the "*Owner*", and **CONSOR ENGINEERS, LLC**, Limited Liability Corporation, hereinafter referred to as the "*Consultant*".

WHEREAS, on March 5, 2019, the Owner and the Consultant entered into an Agreement for Professional Services (the "Agreement") for a Project known as "ALABAMA, DAVIS, DELTA, AND YARBROUGH BRIDGE CONSTRUCTION" (the "Project").

WHEREAS, on July 10, 2019, the parties entered into a First Amendment to the Agreement requiring Consultant to provide additional Basic Services and Additional Services at a cost not to exceed Ninety Six Thousand Two Hundred And 00/100 Dollars (\$96,200.00), thereby extending the contract amount from Six Hundred Forty One Thousand Four Hundred Seventy Seven and 78/100 Dollars (\$641,477.78) to Seven Hundred Thirty Seven Thousand Six Hundred Seventy Seven And 78/100 Dollars (\$737,677.78).

WHEREAS, on August 6, 2019, the parties entered into a Second Amendment to the Agreement requiring Consultant to provide additional services at a cost not to exceed Fourteen Thousand Eight Hundred Sixty Four And 22/100 Dollars (\$14,864.22), thereby extending the contract amount from Seven Hundred Thirty Seven Thousand Six Hundred Seventy Seven And 78/100 Dollars (\$737,677.78) to Seven Hundred Fifty Two Thousand Five Hundred Forty Two And 00/100 Dollars (\$752,542.00).

WHEREAS, the parties desire to amend the Agreement to provide for additional services at a cost not to exceed Thirteen Thousand Nineteen And 94/100 Dollars (\$13,019.94), thereby extending the contract amount from Seven Hundred Fifty Two Thousand Five Hundred Forty Two And 00/100 Dollars (\$752,542.00) to Seven Hundred Sixty Five Thousand Five Hundred Sixty One And 94/100 Dollars (\$765,561.94).

NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. <u>Scope of Services</u>. The Owner hereby authorizes the Consultant to continue to perform the Services as described in Attachment "A" of the Agreement as well as perform the additional Basic Services and Additional Services as further described in Attachment "A" to this Third Amendment.
- 2. <u>Payments to Consultant</u>. Payment to the Consultant for the additional Basic Services and Additional Services that are the subject of this Third Amendment shall not exceed Thirteen Thousand Nineteen And 94/100 Dollars (\$13,019.94).

1

- **3.** <u>**Time of Completion.**</u> The additional services that are the subject of this Third Amendment shall be completed within the original project schedule as set forth in the Agreement, following the Owner's written Notice to Proceed to the Consultant.
- 4. <u>Authority to Sign</u>. The parties represent and warrant that those persons signing this Third Amendment are authorized to execute this Third Amendment.
- 5. <u>Terms and Conditions</u>. All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

(Signatures begin on following page.)

2

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Tomás Gonzalez City Manager

APPROVED AS TO FORM:

Renta Douto

Assistant City Attorney

Roberta Brito

APPROVED AS TO CONTENT:

For Samuel Rodriguez, P.E., City Engineer Capital Improvement Department

ACKNOWLEDGEMENT

THE STATE OF TEXAS § S COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____day of _____, 2022, by **Tomás Gonzalez.** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page.)

3

CONSULTANT:

CONSOR ENGINEERS, LLC.

Rick Prieto, PE SVP/ Regional Manager, El Paso

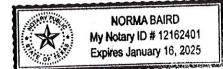
THE STATE OF $\underline{Texas}_{\$}$ COUNTY OF $\underline{E1Pass}_{\$}$

This instrument was acknowledged before me on this _____day of ______, 2022, by Rick Prieto, as SVP / Regional Manager, El Paso of CONSOR ENGINEERS, LLC.

Notary Public, State of Texas

My commission expires:

01-16-2025





El Paso, TX

Legislation Text

File #: 22-642, 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. Justin Bass to the Zoning Board of Adjustment, as a Regular Member, by Representative Svarzbein, District 1.

DATE: <u>05/17/2022</u>	
TO: _City Clerk	
FROM: Peter Svarzbein Representative of District 1	
ADDRESS: 8001 N. Mesa E-118 TELEPHONE 915	-205-1469
Please place the following item on the (Check one): CONSENT XXX	REGULAR
Agenda for the Council Meeting ofMay 24, 2022Appointment Justin Bass to the Zoning Board of AdjustItem should read as follows:Representative Peter Svarzbein, District 1	ment as a Regular Member by
BOARD COMMITTEE/COMMISSION APPOINTMENT/REA	PPOINTMENT FORM
NAME OF BOARD/COMMITTEE/COMMISSION: Zoning Board of Adjustment	

NOMINATED BY: <u>Representative Peter Svarzb</u>	ein DISTRICT: 1
NAME OF APPOINTEEJustin Bass	
	(Please verify correct spelling of name)
E-MAIL ADDRESS:	
BUSINESS ADDRESS:	
CITY: ST:	ZIP: PHONE:
HOME ADDRESS:	
CITY: <u>El Paso</u> ST: <u>TX</u>	_ ZIP: PHONE:
APPOINTEE:	E, CITY POSITION AND RELATIONSHIP TO THE PROPOSED IER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE
NONE	
NAME OF INCUMBENT:	D THIS POSITION BEFORE IT BECAME VACANT? Don Luciano
EXPIRATION DATE OF INCUMBENT:	October 1, 2021
REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X RESIGNED REMOVED
DATE OF APPOINTMENT:	May 24, 2022
TERM BEGINS ON:	May 24, 2022
EXPIRATION DATE OF NEW APPOINTEE:	October 01, 2024
PLEASE CHECK ONE OF THE FOLLOWING:	1 st TERM: X
	2 nd TERM:
	UNEXPIRED TERM: 123



Education

University of North Texas, Denton, TX. Master of Arts, Public Administration

Texas A&M University, College Station, TX Bachelor of Science, Sociology

Professional Experience

PyroCom Systems, Inc.

Project Manager

Manage the installation of low voltage systems on multiple active construction projects Coordinate interconnectivity of low voltage systems with other trades

Communicate project status and schedule to other trades and general contractors Track project budget and man hours to assure projects are delivered per contract scope Supervise multiple projects with multiple foremen and teams

City of El Paso, TX

Lead Planner

Managed, implemented, and revised Neighborhood Traffic Management Program (NTMP) Project managed TxDOT-funded Great Streets & Corridor Plan and Bike Plan & Program Project managed Quality of Life bond and Capital Improvement Plan projects Managed creation and execution of new right-of-way permit review process Led and participated in special projects related to Lean Six Sigma, memorial markers, and small cell infrastructure

Acted as Streets & Maintenance Department liaison for street infrastructure projects

City of El Paso, TX

Planner - El Paso Ballpark

Acted as assistant project manager for construction of Southwest University Park Oversaw and handled disbursement of multi-sourced, multimillion dollar budget Worked with Union Pacific Railroad to design solutions to trainway encroachments Contributed to and monitored redesign and construction of Missouri Avenue Communicated between City departments, general contractor, ownership, media and residents

El Paso Water Utilities/City of El Paso, TX

Administrative Analyst

Supervised two procurement analysts and a bid clerk

Assisted in the formal bidding process

Reviewed informal purchases for compliance

Reviewed bid tabulations for compliance and accuracy

Dec 2019 - Present

Nov 2015 - Dec 2019

Apr 2013 - Nov 2015

Jan 2013 - Apr 2013

Dec 2008

Dec 2005

Planner

City of El Paso, TX

Processed cases - plats, vacations, text amendments, five-day reviews, address changes, etc. Participated in weekly Development Coordinating Committee meetings Presented at City Plan Commission and Open Space Advisory Board meetings Prepared staff reports, PowerPoints, and supplementary documents for public meetings Interacted with citizens and developers in regard to planning issues - Planner of the Day Researched and proposed viable amendments to current municipal ordinances Drafted legal ordinances and deeds for proposals needing such documents Assisted in the training and supervision of new coworkers

City of Burleson, TX

Economic Development Specialist/Planner

Aided in recruitment of businesses to the City of Burleson Conducted economic and demographic analysis using CoStar and DemographicsNow Reviewed plat, zoning, site plan, variance and planned development submittals Attended and participated in P&Z and City Council meetings Participated in Development Assistance Committee meetings Prepared briefings, PowerPoints, and other materials for public meetings Interacted with citizens and developers in regard to planning issues

City of Colleyville, TX

Urban Planner

Reviewed plat, zoning, site plan, variance and planned development submittals Attended and participated in ZBA, SBA, P&Z, and City Council meetings Facilitated Development Review Committee bimonthly meetings Prepared briefings, packets, and PowerPoints for public meetings Authored trimester issues of the Colleyville Development Journal Interacted with citizens and developers in regard to planning issues Assisted in the training and supervision of summer intern

Other Experience

Lean Six Sigma Greenbelt Trained Neighborhood Leadership Academy (Community Development Program) Graduate Managing For Results for the City of El Paso (MFR) Facilitator

Professional Memberships

FBICAAA (FBI Citizens' Academy Alumni Association)

Mar 2010 - Jan 2013

Jan 2008 - May 2009

May 2009 - Nov 2009



Legislation Text

File #: 22-583, 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 exceeding the three (3) year limit. (See Attachment B)

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

AGENDA DATE: May 24, 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 exceeding the three (3) year limit. (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 exceeding the statutory three (3) year limit, 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

DEPARTMENT HEAD:

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

TAX REFUNDS OVER THREE (3) YEARS May 24, 2022

- Tony's Burrito House and Mexican Food, Inc., in the amount of \$2,630.58, made an overpayment on January 31, 2019 of 2018 taxes. (Geo. # 0821-999-1842-0042)
- Zenitram Automotive, in the amount of \$19.98, made an overpayment on March 30, 2017 of 2016 taxes. (Geo. # 1492-999-1255-1434)
- Texas Title, in the amount of \$53.00, made an overpayment on February 28, 2017 of 2016 taxes.
 (Geo. # H792-000-0010-0700)
- 4. Texas Title, in the amount of \$17.79, made an overpayment on May 17, 2017 of 2016 taxes. (Geo. # M452-999-0110-4400)
- Texas Title, in the amount of \$86.53, made an overpayment on October 25, 2017 of 2017 taxes.
 (Geo. # M709-999-0000-9700)
- 6. Texas Title, in the amount of \$45.97, made an overpayment on July 13, 2018 of 2017 taxes. (Geo. # T645-999-0060-3000)
- Helena Agri Enterprises, LLC, in the amount of \$1,635.36, made an overpayment on January 28, 2019 of 2018 taxes. (Geo. # X292-000-0000-0449)

Sherry K. Mack for Maria O. Pasillas

Laura D. Prine City Clerk Maria O. Pasillas, RTA Tax Assessor Collector



Internal Audit Office

MAYOR Oscar Leeser	DATE:	March 1, 2022		
	TO:	Maria O. Pasillas, Tax Ass	sessor/Collector	Λ
	FROM:	Edmundo S. Calderon, CI	A, CGAP, CRMA, Chief Internal Aud	litor 📿
District 1 Peter Svarzbein	SUBJEC1	1: Review of Tax Overpaym	ent Refunds that Exceed Three Years	
District 2 Alexsandra Annello District 3 Cassandra Hernandez	a three-yea improve m 2010.C1). 1	r period. This engagement v anagement of risks, add valu The work performed does not	eview of the Tax Overpayment Refun was accepted based on the engageme ue, and/or improve the organization's constitute an engagement conducted in iting Standards (GAS 116). The o	ent's potential to s operations (IIA accordance with
			<u>it<i>ing Standards</i></u> (GAS 1.16). The construction of the construction of the second sec	
District 4 Joe Molinar		•	ds that exceeded a three-year period w	-
District 5 Isabel Salcido	And and the Party Party	TITLE COMPANY	H792-000-0010-0700 M709-999-0000-9700	\$53.00 \$86.53
District 6 Claudia L. Rodriguez	TEXAS T	TITLE COMPANY	T645-999-0060-3000	\$45.97
District 7 Henry Rivera	of payment by the Tax	ts. Attached is a list of days f Office and sent to the International of the International Statement of the International St	refund applications, copies of cancelled from the date the completed applicatio al Audit Office for review. The Tax O	ons were received
District 8 Cissy Lizarraga		cess the applications received		
CITY MANAGER Tommy Gonzalez	determined 1) of the Te	to be appropriate to send to exas Tax Code.	ment Refunds that exceeded a three- City Council for approval pursuant to	
rounity opiniones	cc: Tomas	s Gonzalez. City Manager		

Robert Cortinas, Deputy City Manager of Support Services & Chief Financial Officer

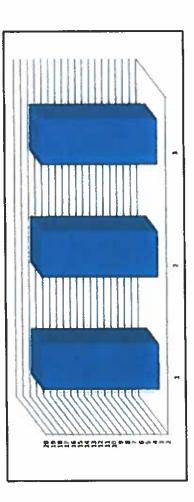


Edmundo S. Calderon – Chief Internal Auditor Internal Audit Office | 218 N. Campbell | El Paso, TX 79901 O: (915) 212-0069 | Email: calderones@elpasotexas.gov

DELIVERING EXCEPTIONAL SERVICES

City of El Paso Internal Audit Office Tax Office Returnd Project Week of 02/22/2022 Reviews- Office Three Yetra

							Tank Banks		
				Trend and	The Application		Date Freed of		
			Date Application	Revised in the Tax	A DATE OF A DESCRIPTION	Date Ton Office Seat in Internal Audio for Broken	Add to be derived	Review & American	Canada
ACCESS 10	And and and also	800	1	1100011	CC0070110	2202/11	61	3/1/2022	
ITEXAS TITLE COMPANY	nn/n-01.00-000-262 HI	w .c		41014VA4					
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3 TEXAS TITLE COMPANY	T645-999-0060-3000	16 65 5		77070177	77m7171 17	4444			
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Internal Audit Office

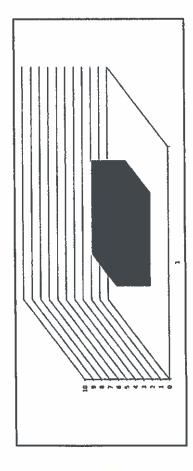
MAYOR Oscar Leeser	DATE:	March 22, 2022					
	TO:	Maria O. Pasillas, Tax Assessor/Collector					
	FROM:	Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor					
District 1 Peter Svarzbein	SUBJECT	: Review of Tax Overpayment Refunds that Exceed Three Years					
District 2 Alexsandra Annello	a three-yea	I Audit Office conducted a review of the Tax Overpayment Refunds that exceeded r period. This engagement was accepted based on the engagement's potential to anagement of risks, add value, and/or improve the organization's operations (IIA					
District 3 Cassandra Hernandez	2010.C1). T <u>Generally</u>	he work performed does not constitute an engagement conducted in accordance with Accepted Government Auditing Standards (GAS 1.16). The observations and					
District 4 Joe Molinar		conclusions that are reported in this memorandum do not require Management responses. The following Tax Overpayment Refund that exceeded a three-year period was reviewed:					
District 5 Isabel Salcido	ZENITRAM AUTOMOTIVE SERVICE & SALES LLC 1492-999-1255-1434 \$19.98						
District 6 Claudia L. Rodriguez	of payment	The Internal Audit Office reviewed the refund application, copies of cancelled checks or proof of payments. Attached is a list of days from the date the completed application was received by the Tax Office and sent to the Internal Audit Office for review. The Tax Office is taking 4 days					
District 7 Henry Rivera		he application received and send for review.					
District 8 Cissy Lizarraga	determined	our review, the Tax Overpayment Refund that exceeded a three-year period was to be appropriate to send to City Council for approval pursuant to Section 31.11 (c- exas Tax Code.					
CITY MANAGER Tommy Gonzalez		Gonzalez, City Manager t Cortinas, Deputy City Manager of Support Services & Chief Financial Officer					

Edmundo S. Calderon – Chief Internal Auditor Internal Audit Office | 218 N. Campbell | El Paso, TX 79901 O: (915) 212-0069 | Email: calderones@elpasotexas.gov



City of E) Paad Internal Aught Office Tar Office Rantered Project Week of DJ142522 Rantever- Over Three Years

-	TID New	jı	But Application	Primeral Party	Nor Application with approval by	Bute Tax Office Sent to Income Aught for Invited	Total Days In- Been Provid of Prynamic to Date	Dete in second Audio. Restricted Appelling from	Land
VE SERVICE & SALES LLC	1492-999-1255-1434	1991 2	3/11/2022	3/14/2022	3/16/2022	3/18/2022	-	1/22/012	







Internal Audit Office

MAYOR	DATE:	April 11, 2022		
Oscar Leeser	TO:	Maria O. Pasillas, Tax Assessor/Collector		A
	FROM:	Edmundo S. Calderon, CIA, CGAP, CRMA,	Chief Internal Auditor	\mathcal{Q}
District 1 Peter Svarzbein	SUBJECT	: Review of Tax Overpayment Refunds that E	xceed Three Years	
District 2 Alexsandra Annello	a three-year	Audit Office conducted a review of the Tax C r period. This engagement was accepted base magement of risks, add value, and/or improve	d on the engagement's p	otential to
District 3 Cassandra Hernandez	2010.C1). T Generally	he work performed does not constitute an engag Accepted Government Auditing Standards (ement conducted in accor GAS 1.16). The observation	dance with ations and
District 4 Joe Molinar		that are reported in this memorandum do not rong Tax Overpayment Refund that exceeded a th		
District 5 Isabel Salcido		URRITO HOUSE & MEXICAN FOOD, INC AGRI ENTERPRISES LLC	0821-999-1842-0042 X292-000-0000-0449	\$2,630.58 \$1,635.36
District 6 Claudia L. Rodriguez	TEXAS TI	TLE COMPANY	M452-999-0110-4400	\$17.79
District 7 Henry Rivera	of payment:	I Audit Office reviewed the refund applications s. Attached is a list of days from the date the co Office and sent to the Internal Audit Office for a	ompleted applications we	re received
District 8 Cissy Lizarraga		process the applications received and send for re-		•
CITY MANAGER Tommy Gonzalez	determined	ur review, the Tax Overpayment Refunds that to be appropriate to send to City Council for ap exas Tax Code.		

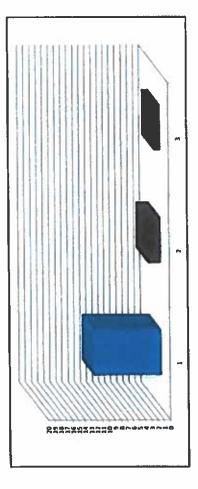
cc: Tomas Gonzalez, City Manager Robert Cortinas, Deputy City Manager of Support Services & Chief Financial Officer



Edmundo S. Calderon – Chief Internal Auditor Internal Audit Office | 218 N. Campbell | El Paso, TX 79901 O: (915) 212-0069 | Email: calderones@elpasotexas.gov

City of El Paso triternal Audit Office Tax Office Retund Project Week of G454/2022 Roviews- Over Three Yaans

Ĩ]]	date Application	Bets of Freef of Payment was Payment in the Tax	The Association of the Associati	Bate Tax Office Seet to Internal Andii for Borier	Totals Over Inc. Date Frank of Present in Date	1	Careeria
TOWAS BUIRD FOUND & MEXICAN FOOD, INC 0021-999-1842-0M2	0821-999-1842-0042	\$2,630.58	3/28/2022	3/28/2022	4/1/2022	4/8/2022	11	4/11/2022	
EL ENA AGRI ENTERPRISES LLC	X292-000-0000-0449	\$ 1,63536	4/6/2022	4/6/2022	4/6/2022	4/8/2022	2	4/11/2022	
	V1152-999-0110-4100	\$17.79	4/4/2022	4/1/2022	4/8/2022	4/2/2022	-	4/11/2022	







RESOLUTION

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

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

WHEREAS, taxpayer, Tony's Burrito House & Mexican Food, Inc. through Tony's Burrito House ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on January 31, 2019 in the amount of \$2,630.58 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Tony's Burrito House & Mexican Food, Inc. through Tony's Burrito House showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of \$2,630.58 is approved.

APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM: Ward N. Viyad

Wendi N. Vineyard Assistant City Attorney **APPROVED AS TO CONTENT:**

aria O. Papillas

Maria O. Pasillas, RTA Tax Assessor/Collector

	MARIA O. PASILLAS, RTA OF EL PASO TAX ASSESSOR CO 221 N. KANSAS, STE 300 EL PASO, TX 79901 06 FAX: (915) 212-0107 www.elp		TAX OFFICE RECEIVED MAR 2 8 2022
	<u>+3915</u>	Geo No. 0821-999-1842-0042 Legal Description of th INV FURN MACH SIGN	Prop ID 443811 e Property
TONY'S BURRITO HOUSE 1410 VANDERBILT DR EL PASO , TX 79935-4813	OP J	1410 VANDERBILT DR	TO HOUSE
	H dio to	OWNER: TONY S BURRI	

2018 OVERAGE AMOUNT \$2,630.58

6

I: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF FL 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 PROPER	FY TAX REFUND:	This application m	ust be completed, signed,	and submitted with suppo	orting documentation to) be valid.
Step 1. Identify the refund	Who should the refu	nd be issued to:				
recipient. Show information for	Name: Tor	1115 BU	irrite Hou	ISE & Mexic	an Fead, 11	nc.
whomever will be receiving	Address: 120		per Morgan			
the refund.	City, State, Zip:	EL Prise		9936		V
	Daytime Phone No.:	915-73	1 0015		arquetamic	556 gmg
Step 2. Provide payment	Payment made by:		Check No.	Date Paid	Amount Paid	
information. Please attach copy of cancelled check, original receipt, online payment confirmation or		CK	12925	131/19	12,952.	78
bank/credit card statement.		TOTAL AM	OUNT PAID (sum of	the above amounts)		
Step 3. Provide reason for this refund. Please list any accounts and/or	Please check one of t					
	I paid this acc	ount in error and	I am entitled to the re	fund.		
years that you intended to pay	I overpaid thi	s account. Please	refund the excess to the	he address listed in Ste	p 1.	
with this overage.	I want this pa	yment applied to	next year's taxes.			
	This payment	should have bee	en applied to other tax a	account(s) and/or year(s), escrow (listed bel	low):
Step 4. Sign the form. Unsigned applications cannot be processed.	have given on this fo	rm is true and co	errect. (If you make a	e-described taxes and c false statement on this the Texas Penal Code	application, you cou	
Juc 4/22	SIGNATURE OF RI	EQUESTOR (RE	QUIRED)	PRINTED NAME & Miguel A	Argueta	~
SAX OFFICE USE ONLY:	Approved		By: Nit	Date:	3-28-2	2

	TONY'S BURRITO HOUSE AND MEXICAN 12925 1410 VANDERBILT DR. PH 915-592-7765 2010 001014381 12925 EL PASO, TX 79935 2013 001014381 86-01014381 PH: 915-592-7765 2018 001014381 86-01014381 2018 001014381 86-01014381
CC CC SC SC SC SC SC SC SC SC SC SC SC S	Pirtuine CI Paso Tax assessor-Collector s 12952.78 Tulve thousand none hundred fifty two and tobe ars a
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			Notes			Go To				
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Dan	osit No.	Accou	at No.		Oe	mit Seq No.	Check No.		Payment Amount	Payment Agreement No.
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divis.	Receipt	Receipt	Remit Seg No.	Check No.	Paymen	t Payment Amount	Applied Tr Amount	ansa Type	ction Account	Payer
	A12292179	12/29/2021	48770931	14886	CH	\$12,095.84	\$2,174,53	فيتستجد	082199918420042	TONY'S BURRITO HOUSE
	EC01082198	01/08/2021	45856456	CC003388522	EC	\$2,240.21	\$2,240.21	PA	082199918420042	29101319-TONYS BURRI
	EC01312098	01/31/2020	43492337	CC002892805	EC	\$2,243.18	\$2,243.18	PA	082199918420042	28130929-TONYS BURR
	B02011979	01/31/2019	40467116	12900	СН	\$2,391.44	\$2,391.44	PA	082199918420042	TONY'S BURRITO HOUSE
	RC220328	01/31/2019	40618690	12925	CH	\$2,630.58	\$2,630.58	TR	082199918420042	31176579-TONY'S BURR
	RC220328	01/31/2019	40618690	12925	CH	\$2,630.58-	\$2,630.58-	TR	082199918420042	TONY'S BURRITO HOUSE
	X0204192002	01/31/2018	40618690	12925	CH 🐁	\$12,952.78	12,630,58	LG	082199918420042	TONY'S BURRITO HOUSE
	IP01111898	01/10/2018	36930996	CC001837877	CR	\$2,175.16	\$2,175.16	PA	082199918420042	25987326-IRAIS ARGUET
園	EC01311798	01/31/2017	34588466	CC001553507	EC	\$544.30	\$544.30	PA	082199918420042	25277126-TONYS BURR
	A02111665	02/11/2016	31799156	9217	CH	\$602.48	\$602.48	PA	082199918420042	TONY'S BURRITO HOUSI
	X0205151001	01/31/2015	28760110	07961	СН	\$622.36	\$622.36	PA	082199918420042	TONY'S BURRITO HOUSE
	X0124141016	01/24/2014	25257414	06569	CH	\$662.99	\$662.99	PA	082199918420042	TONY'S BURRITO HOUSE
	(HI AND AND			AD	plied Tota	t l	\$33,142.95			

RESOLUTION

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

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

WHEREAS, taxpayer, Zenitram Automotive through Zenitram Automotive Service & Sales LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on March 30, 2017 in the amount of \$19.98 for all taxing entities; and

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

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

THAT THE City finds that Zenitram Automotive Service & Sales LLC showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of \$19.98 is approved.

APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM: Ward N. Viyan

Wendi N. Vineyard Assistant City Attorney APPROVED AS TO CONTENT: Java O. Pasillas

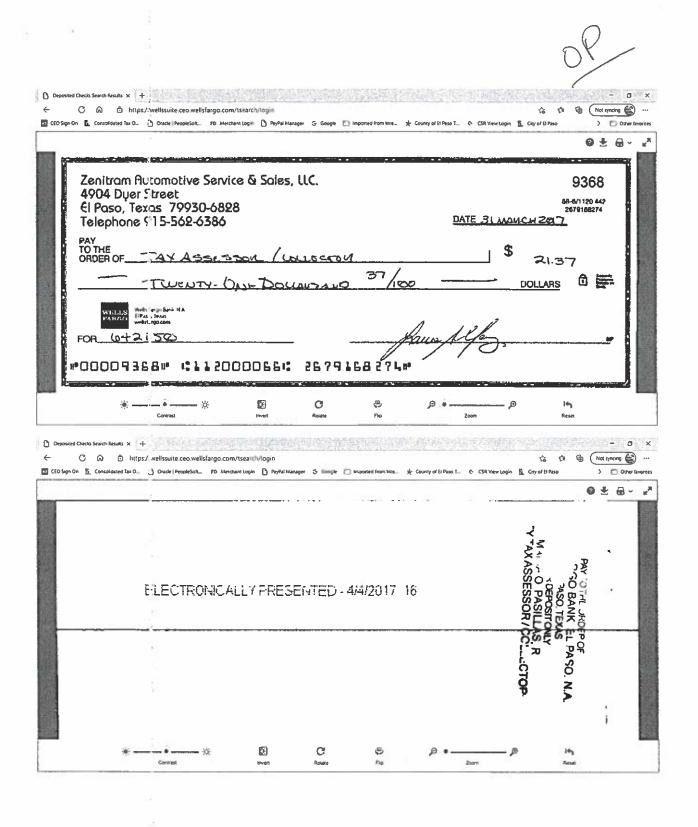
Maria O. Pasillas, RTA Tax Assessor/Collector

MARIA O. PASILLAS, RTA CITY OF EL PASO TAX ASSESSOR COL 221 N. KANSAS, STE 300 EL PASO, TX 79901		RECEIVED MAR 1 4 2022	£
PH: (915) 212-0106 FAX: (915) 212-0107 www.elpas			
	Geo No. 1492-999-1255-1434	Prop ID 642150	
	Legal Description of th DEALER MOTOR VEH IN	20	
ZENITRAM AUTOMOTIVE SERVICE & SALES LLC 4904 DYER ST EL BASO, TX 79030 6828	4904 DYER ST		
EL PASO, TX 79930-6828	OWNER: ZENITRAM AU SALES LLC 2016 OVERAG	1	
1: CITY OF EL PASO, 3. EL PASO ISD, 6. COUNTY OF EL PASO, 7: EL PASO COMMUNITY OF PASO	OLLEGE, 8: UNIVERSITY M	IEDICAL CENTER OF EL	

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 PROPER	FY TAX REFUND: This application mu	st be completed, signed, an	d submitted with supp	orting documentation to be valid.					
Step 1. Identify the refund	Who should the refund be issued to:	· · · · · · · · · · · · · · · · · · ·							
recipient.	Name: ZENITHAM AUTOMOTIVE								
Show information for whomever will be receiving	Address: 4904 Dym								
the refund.	City, State, Zip: EL-Paso, T		V						
	Daytime Phone No.: 915-562-		E-Mail Address:-	ZENITHON AUTO QYANOS) 5. CA				
Step 2. Provide payment	Payment made by:	Check No.	Date Paid Amount Paid						
information.									
Please attach copy of cancelled check, original receipt, online			1						
payment confirmation or									
bank/credit card statement.	TOTAL AMO	OUNT PAID (sum of th	e above amounts)		ļ				
Step 3. Provide reason for	Please check one of the following:								
this refund. Please list any accounts and/or	I paid this account in error and I am entitled to the refund.								
years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.								
with this overage.	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):								
					t				
Step 4. Sign the form.	By signing below, I hereby apply for the have given on this form is true and con	he refund of the above-d	lescribed taxes and o	certify that the information I					
Unsigned applications cannot be processed.	guilty of a Class A misdemeanor or a				1				
0	SIGNATURE OF REQUESTOR (RE	QUIRED) P	RINTED NAME &	DATE					
fue 3/11/22	At	1	DENNIS MAN	TNOZ 03/11/2022	/				
TAX OFFICE USE ONLY:	Approved Denied	By: NH	Date:	31622 V	/				
V52.1.7 X REFUNI) EXPINES 3/30/20	122		Print Date: 02/24/2022					



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neck/Receipt lages Depos	sit No	Receipt Date	Remit Seg No.	Check No.	Payme Type	nt Payment Amount	A STREET AND A ST	ansa Type	ction Account No.	Payer
T0123184	death of the second line of	01/23/2018	37242925	09895	CH	\$52.12	\$52.12	PA	149299912551434	ZENITRAM AUTOMOTIVE
B0403176	55	03/30/2017	35182375	9368	CH	\$21.37	\$19.98	LG	149299912551434	ZENITRAM AUTOMOTIVE
B0403176	65	03/30/2017	35182375	9368	CH	\$21.37	\$1.39	PA	149299912551434	ZENITRAM AUTOMOTIVE
A0216177	78	02/16/2017	34893308	9257	CH	\$19.63	\$19.63	PA	149299912551434	ZENITRAM AUTOMOTIVE
P2017400	001	01/31/2017	34881384	1713	СН	\$4,984,903.08	\$50.77	PA	149299912551434	88888-COUNTY TAX OFF
P2016400	001	01/31/2016	31792814	88888	CH	\$4,619,874.73	\$55.47	PA	149299912551434	88888-COUNTY TAX OFF
R0310199	967	11/13/2015	29876053	08393	CH	\$0.00	\$55.47	LG	149299912551434	ZENITRAM AUTOMOTIVE
R0310199	967	11/13/2015	29876053	08393	CH	\$0.00	\$55.47-	TR	149299912551434	ZENITRAM AUTOMOTIVE
R0311153	398	11/13/2015	29876053	08393	CH	\$0.00	\$55.47-	TR	149299912551434	ZENITRAM AUTOMOTIVE
R0311153	398	11/13/2015	29876053	08393	СН	\$0.00	\$55.47	LG	149299912551434	ZENITRAM AUTOMOTIVE
X1113151	001	11/13/2015	29876053	08393	СН	\$55.47	\$55.47	PA	149299912551434	ZENITRAM AUTOMOTIVE
R030520	15DUP	06/16/2015	27448574		MI	\$0.00	\$86.85	LG	149299912551434	ZENITRAM AUTOMOTIVE
C. Com		and a com			Applied Tota		\$811.03	14.1		

RESOLUTION

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

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

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on February 28, 2017 in the amount of \$53.00 for all taxing entities; and

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

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

THAT THE City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of \$53.00 is approved.

APPROVED this ______ day of ______, 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Wed N. Vizad

Wendi N. Vineyard Assistant City Attorney **APPROVED AS TO CONTENT:**

Maria O. Papillas

Maria O. Pasillas, RTA Tax Assessor/Collector

	=	TAX REC	OFFICE
	: Ela O. PASILLAS, RT. ⁴	FEB	1 0 2022
221	SO TAX ASSESSOR CO N. KANSAS, STE 300 EL PASO, TX 79901 915) 212-0107 www.elp		
	-	Geo No. H792-000-0010-0700	Prop ID 262951
		Legal Description of the P	roperty
		1 HORIZON VILLAGE LOT 7	(7000.00 SQ FT)
TEXAS TITLE COMPANY 1360 N LEE TREVINO DR SUITE 107 EL PASO , TX 79936	tzyrs	13913 PETE LA RUE CIR 79	928

2016 OVERAGE AMOUNT \$53.00

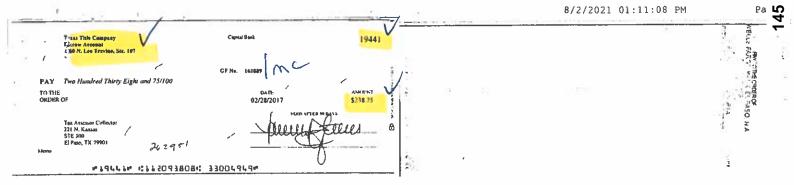
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6: COUNTY OF EL PASO. 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO. 9: SOCORRO ISD. 14: HORIZON REGIONAL MUD. 15: EMERG. SERVICES DIST #1, 31: TOWN OF HORIZON CITY

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 PROPER	TY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.
Step 1. Identify the refund	Who should the refund be issued to:
recipient. Show information for	Name: Texas Title
whomever will be receiving	Address: 1360 N. Lee Trevino, Suite 107
the refund.	City. State. Zip: EL Paso, TK 79936 1 . to a starod th
	Daytime Phone No.: 593-3400 E-Mail Address: Company A
Step 2. Provide payment	Payment made by: Check No. Date Paid Amount Paid
information. Please attach copy of cancelled check, original receipt, online	19441 228 17 \$238.75
payment confirmation or bank credit card statement.	TOTAL AMOUNT PAID (sum of the above amounts)
Step 3. Provide reason for this refund.	Please check one of the following: I paid this account in error and I am entitled to the refund.
Please list any accounts and or years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.
with this overage.	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.)
Inc 3/20/22	SIGNATURE OF REQUESTOR (REQUIRED) PRINTED NAME & DATE May alice Croquinto 1/7/22
	V V
TAX OFFICE USE ONLY	Approved Denied By: N.D Date: 212.22



Check Image - 3/3/2017 - Acct: 33004949 - Seq: 910000006 - Amt: Check Image - 3/3/2017 - Acct: 33004949 - Seq: 910000006 - Amt: \$238.75 - TC: 52 - Serial: - ABA: 112093808 \$238.75 - TC: 52 - Serial: - ABA: 112093808



FEB 1 0 2022

			Notes			Go To				
IANC ACT80	YH)122 v1.90									04/07/2022 15:38:52 ACTEP
DEP	OSIT Rei	mittance	Detail				A HELLER			
Su	mmary Query	,	and some				. Second and		Contraction of the	
Оеро	osit No.	Accou	nt No.	A CALENCE	1	Remit Seq No.	Check No.		Payment Amount	Summary Payment Agreement No.
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heck/	Receipt Deposit No.	Receipt	Remit Seq No.	Chéck No.	Раут Туре	ent Payment Amount	Applied Tra Amount	ansa Type	\$144. AT \$1000 FOR \$250 FOR \$500 M \$159	Payer
AC	H2122000001	12/17/2021	48545135	1209743		552,619,561.12	\$3,163.60	PA	H79200000100700	2200-GOVERNMENT EMP
181	M2022000001	12/18/2020	45355774	1194572	CH	\$48,366,101.53	\$2,980.86	PA	H79200000100700	2200-GOVERNMENT EMP
	11922000001	12/20/2019	42369717	1172042	CH	544,995,999.26	\$2,993.92	PA	H79200000100700	2200-GOVERNMENT EMP
	M1822000001	12/21/2018	39414548	1147143	CH	\$40,262,012.99	\$2,830.88	PA	H79200000100700	2200-GOVERNMENT EMP
2	M1722000001	12/21/2017	36425811	1111056	CH	\$35,016,191.61	\$2.703.83	PA	H79200000100700	2200-GOVERNMENT EMP
	A03011777	02/28/2017	34979067	19441	CH	\$238.75	.\$53.00	LG	H7920000100700	21022392-TEXAS TILE
	A03011777	02/28/2017	34979067	19441	СН	\$238.75	\$185.75	PA	H79200000100700	21022392-TEXAS TITLE
	A03011777	02/28/2017	34979066	19440	CH	\$2,653.62	\$2.653.62	PA	H79200000100700	21022392-TEXAS TITLE
	A01251673	01/25/2016	31166417	1	CA	52,600.00	\$2,598.66	PA	H79200000100700	SANCHEZ RAUL & MARI
	A01261541	01/26/2015	28154554		CA	\$2,748.00	\$2,747.46	PA	H79200000100700	SANCHEZ RAUL & MAR
	A01221454	01/22/2014	25159269		CA	\$2,610.00	\$2,609.58	PA	H79200000100700	SANCHEZ RAUL & MARI
	A01311348	01/31/2013	22780455		CA	\$2,545.00	\$2,541.65	PA	H79200000100700	SANCHEZ RAUL & MARI
				Sala Barris	Applied To	otal	\$63,403,48		Selfer States	

RESOLUTION

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

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

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on May 17, 2017 in the amount of \$17.79 for all taxing entities; and

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

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

THAT THE City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of \$17.79 is approved.

APPROVED this ______ day of ______, 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM: What N. Vingat

Wendi N. Vineyard Assistant City Attorney **APPROVED AS TO CONTENT:**

Maria O Papillas

Maria O. Pasillas, RTA Tax Assessor/Collector

MARIA O. PASILLAS, CITY OF EL PASO TAX ASSESSO 221 N. KANSAS, STE EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 www	R COLLECTOR 300	APR 07 2022
	Geo No. M452-999-0110-4400	Prop ID 203363
	Legal Description of th	• -
TEXAS TITLE COMPANY 1360 N LEE TREVINO DR SUITE 107 EL PASO , TX 79936	416 BEN SWAIN DR 79	915
+340	OWNER: ESSEN GLOBA	AL TRANSPORT
	2016 OVERAG	E AMOUNT \$17.7

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7. EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

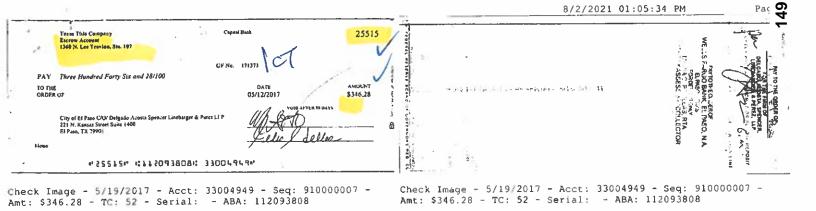
Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

Step 1. Identify the refund	Who should the refund be issued to););		~					
recipient.	Name: Texas T	itle		/					
Show information for whomever will be receiving	Address: 1360 P.	Lee Trevino,	Suitel	1 10					
the refund.	City. State. Zip: ELPaso				1.110				
	Daytime Phone No.: 915-5	593.3400	E-Mail Addres	toquintoa Tekas	NIAC				
Step 2. Provide payment	Payment made by:	Check No.	Date Paid	Amount Paid					
information. Please attach copy of cancelled check, original receipt, online payment confirmation or		25515	5/17/17	346.28					
bank/credit card statement.	TOTAL A	MOUNT PAID (sum of)	the above amounts)						
Step 3. Provide reason for	Please check one of the following:								
this refund. Please list any accounts and or	I paid this account in error a	and I am entitled to the ref	und.	1					
years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.								
with this overage.	I want this payment applied to next year's taxes.								
	This payment should have b	been applied to other tax a	ccount(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 have given on this form is true and guilty of a Class A misdemeanor of	correct. (If you make a f	alse statement on this	application. you could be found	AT				
D	SIGNATURE OF REQUESTOR (REQUIRED)	PRINTED NAME &	DATE	n de a				
The Hspr	mgDie C2	type	Mary Alia	· Croquinto 4	H122				
				1 9 22					
TAX OFFICE USE ONLY	V Approved Denied	By: N. H	- Date:	1-8. de					

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TAX OFFICE RECEIVED APR 07 2022

			Notes			Go To	11			
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Su	mmary Query	the second s							3.	1 marine 1
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ges	Receipt Deposit No.	Receipt Date	Remit Seq No.	Chéck No.	Payment Type	t Payment Amount	Applied Tra Amount 1	ansa Type	ction Account No.	Payer
	A02012201	01/31/2022	49867978	004587	CH	\$68,215.96	\$2,551.56	AA	M45299901104400	25959829-TEXSTAR ESC
	A01152179	01/15/2021	46004918	003011	СН	\$40,091.83	\$2,296.03	AA	M45299901104400	25959829-TEXSTAR ESC
	A12051975	12/02/2019	42116987	001399	CH	\$73,019.01	\$2,231.05	AA	M45299901104400	25959829-TEXSTAR ESC
	EC01311998	01/31/2019	40475498	CC002385645	EC	\$2,299.67	\$2,299.67	PA	M45299901104400	27088101-SUSAN DAW
	A09121875	09/12/2018	38604320	000604	CH	\$2,969.09	\$2,969.09	PA	M45299901104400	25959829-TEXSTAR ESC
1	A05171741	05/17/2017	35334267	25515	CH	\$348,28	\$17.79	LG	M45299901104400	21022392-TEXAS TITLE
	A05171741	05/17/2017	35334267	25515	CH	\$346.28	\$328.49	PA	M45299901104400	21022392-TEXAS TITLE
	A05151765	05/15/2017	35324863	25524	CH	\$17.79	\$3,015.31	PA	M45299901104400	21022392-TEXAS TITLE
1	A05021665	05/02/2016	32215595	17-388294875	СН	\$314.36	\$314.36	PA	M45299901104400	STUBBS WILHELM H & S
	A01291675	01/29/2016	31405464	1	CA	\$2,000.00	\$1,927.28	PA	M45299901104400	STUBBS WILHELM H & S
	IP07061598	06/30/2015	29369594	CC001060236	CR	\$400.00	\$400.00	PA	M45299901104400	23957605-IVR PAYMENT
	A04161565	04/16/2015	29110344		CA	\$1,080.00	\$1,080.00	PA	M45299901104400	STUBBS WILHELM H & S
				An	plied Tota		\$38,855 69	135		

RESOLUTION

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

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

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on October 25, 2017 in the amount of \$86.53 for all taxing entities; and

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

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

THAT THE City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of \$86.53 is approved.

APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM: Werd N. Vizan

Wendi N. Vineyard Assistant City Attorney **APPROVED AS TO CONTENT:**

ana O. Papillas

Maria O. Pasillas, RTA Tax Assessor/Collector

FEB 10 2022 RTA R COLLECTOR 300 k w.elpasotexas.gov/tax-office Geo No. Prop ID
R COLLECTOR 300 I w.elpasotexas.gov/tax-office
300 l w.elpasotexas.gov/tax-office
w.elpasotexas.gov/tax-office
M709-999-0000-9700 130738
Legal Description of the Property
MONTE VISTA #1 N PT OF 11 (0.537 AC)
200 COUNTRY CLUB RD
OWNER: BAYONA MARGARITA
/

1: CELY 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:

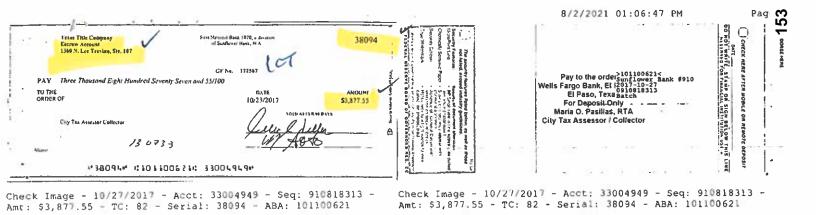
1. 1

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 PROPER	TY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.								
Step 1. Identify the refund	Who should the refund be issued to:								
recipient. Show information for	Name: Jertas Title								
whomever will be receiving	Address: 1360 N Lee TIEVINO, Sinto 1047								
the refund.	City. State. Zip. ELPASO, TX 79936 1 - 1-21+040 Hille								
	Daytime Phone No.: 593-3400 E-Mail Address Dogunt on the Address Company. Act								
Step 2. Provide payment	Payment made by: Check No. Date Paid Amount Paid								
information. Please attach copy of cancelled check, original receipt, online	38094 10/a5/17 3877.55								
payment confirmation or bank/credit card statement.	TOTAL AMOUNT PAID (sum of the above amounts)								
Step 3. Provide reason for	Please check one of the following.								
this refund. Please list any accounts and or	I paid this account in error and I am entitled to the refund.								
years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.								
with this overage.	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.)								
0	SIGNATURE OF REQUESTOR (REQUIRED) PRINTED NAME & DATE								
ma 2/23/22	may Die Court mary Alice (7-quintoa/1/22								
TAX OFFICE USE ONLY:	Approved Denied By: D.D. Date: 2-12-22								

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TAX OFFICE RECEIVED FEB 1 0 2022

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R.L.MAR	M2122000001	12/17/2021	48545135	1209743	a producer	\$52,619,561.12	\$5,107.95	-	M70999900009700	2200-GOVERNME	NT EMP
1	M2022000001	12/18/2020	45355774	1194572	CH	548,366,101.53	\$4.892.13	PA	M709999900009700	2200-GOVERNME	INT EMP
i	M1922000001	12/20/2019	42369717	1172042	СН	544,995,999.26	\$4,815.84	PA	M70999900009700	2200-GOVERNME	ENT EMP
	M1822000001	12/21/2018	39414548	1147143	CH	540,262,012.99	\$4,620.14	PA	M70999900009700	2200-GOVERNME	ENT EMP
	10251778	10/25/2017	35770368	38094	CH	\$3,877.55	\$86.53	LG	M789999900009700	21022392-TEXAS	TILE
	10251778	10/25/2017	35770368	38094	CH	\$3,877.55	\$3,791.02	PA	M70999900009700	21022392-TEXAS	S TITLE (
	M16800000001	12/21/2016	33448420	161219150695	EF	213,062,589.29	\$3,609.95	PA	M70999900009700	800000-CORELO	GIC
	M15800000001	12/31/2015	30589755	151231121119	EF	199,122,808.45	\$3,548.15	PA	M70999900009700	800000-CORELO	GIC
	M14800000001	12/24/2014	27452431	141224101136	EF	200,035,948.32	\$3,688.72	PA	M70999900009700	800000-CORELO	GIC
	RD1597418	02/12/2014	24637732	0000174967	CH	\$14.93-	\$14.93-	RD	M70999900009700	GERARDO ARLE	NE
	RD1597418	02/12/2014	24637732	0000174967	CH	\$73.63-	\$73.63-	RD	M70999900009700	GERARDO ARLE	NE
	RD1597418	02/12/2014	24637732	0000174967	CH	\$25.73-	\$25.73-	RD	M70999900009700	GERARDO ARLE	NE
		Oracle California	- des a sur	And	lied T	otal	\$66,234.08				

RESOLUTION

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

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

WHEREAS, taxpayer, Texas Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on July 13, 2018 in the amount of \$45.97 for all taxing entities; and

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

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

THAT THE City finds that Texas Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of \$45.97 is approved.

APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Wed N. Vigad

Wendi N. Vineyard Assistant City Attorney **APPROVED AS TO CONTENT:**

Maria O. Pasillas

Maria O. Pasillas, RTA Tax Assessor/Collector

and a second		RI	X OFFICE ECEIVED
	= () =		B 1 0 2022
CITY OF FL	IARIA O. PĂSILLAS, R PASO TAX ASSESSOR (LA COLLECTOR	
	221 N. KANSAS, STE 30		
PH: (915) 212-0106 FAN	EL PASO, TX 79901	apasotexas.gov/tax-office	
		Geo No.	Prop ID
		T645-999-0060-3000	266054
		Legal Description of the P	roperty
		6 TOWN & COUNTRY VILL	AGE LOT 30
TEXAS TITLE COMPANY 1360 N LEE TREVINO STE 107	08 / +345	257 BAUXITE AVE	
EL PASO , TX 79936			

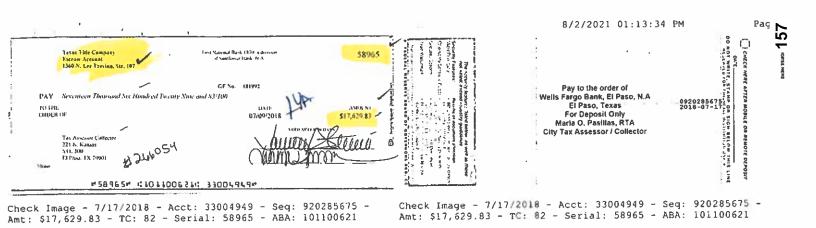
1: CITY OF EL PASO. 3: EL PASO ISD. 6: COUNTY OF EL PASO. 7: EL PASO COMMUNITY COLLEGE. 8: UNIVERSITY MEDICAL CENTER OF EL PASO

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 PROPER	TY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.							
Step 1. Identify the refund	Who should the refund be issued to:							
recipient.	Name: Texas Title							
Show information for whomever will be receiving	Address: 1360 P, Lee Tevino, Juite 107							
the refund.	City. State. Zip: EL Pass TX 79936							
	Daytime Phone No.: 593-3400 E-Mail Address to quarter of etalt it							
Step 2. Provide payment	Payment made by: Check No. Date Paid Amount Paid							
information. Please attach copy of cancelled check, original receipt, online	58965 71318\$17,629.83							
payment confirmation or bank credit card statement.	TOTAL AMOUNT PAID (sum of the above amounts)							
Step 3. Provide reason for	Please check one of the following:							
this refund.	I paid this account in error and I am entitled to the refund.							
Please list any accounts and/or years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.							
with this overage	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 fail felony under the Texas Penal Code, Sec. 37-10.)							
fre 2/23/22	SIGNATURE OF REQUESTOR (REQUIRED) PRINTED NAME & DATE Mary ALice C. Toquinto2/7/3							
TAX OFFICE USE ONLY:	Approved Denied By: Dit Date: 2-12-22							

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FEB 1 0 2022

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15	A1208539	12/08/2005	628516		CA	\$970.62	\$970.62	PA	T64599900603000	SANTOYO, FELIPE & MIC
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	A0105441	01/05/2004	14417		CA	\$898.98	\$898.98	PA	T64599900603000	SANTOYO, FELIPE & MIC
	A1204231	12/04/2002	618967		CA	\$892.16	\$892.16	PA	T64599900603000	SANTOYO, FELIPE & MIC
	A1127134	11/27/2001	607140		CA	\$880.98	\$880.98	PA	T64599900603000	SANTOYO, FELIPE & MIC
					Applied Total		\$35.057.03			

RESOLUTION

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

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

WHEREAS, taxpayer, Helena Agri-Enterprises, LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2018 property taxes that were overpaid on January 28, 2019 in the amount of \$1,635.36 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2018 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Helena Agri-Enterprises, LLC showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2018 taxes and the tax refund in the amount of \$1,635.36 is approved.

APPROVED this ______ day of ______, 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM: What N Vigad

Wendi N. Vineyard Assistant City Attorney **APPROVED AS TO CONTENT:**

aria O. Papillas

Maria O. Pasillas, RTA Tax Assessor/Collector

MARIA O. PASILI CITY OF EL PASO TAX ASSE 221 N. KANSAS, S EL PASO, TX PH: (915) 212-0106 FAX: (915) 212-0107	SSOR COLLECTOR STE 300 19901
	Geo No. Prop ID X292-000-0000-0449 268035
	Legal Description of the Property
HELENA AGRI ENTERPRISES LLC	S A & M G RR SURV 292 ABST 9719 TR 1 (1.9490 AC)
225 SCHILLING BLVD SUITE 300 COLLIERVILLE, TN 38017	18921 ALAMEDA AVE-B
	OWNER: DRAKE DALE
ODNEY OF FURASO 7. FURASO COMMUNITY COLUMNS FOR RELEVANCE	2018 OVERAGE AMOUNT \$1,635.36

6 COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 20: TORNILLO ISD, 27: EMERG, SERVICES DIST, §2, 30: TORNILLO WATER DISTRICT

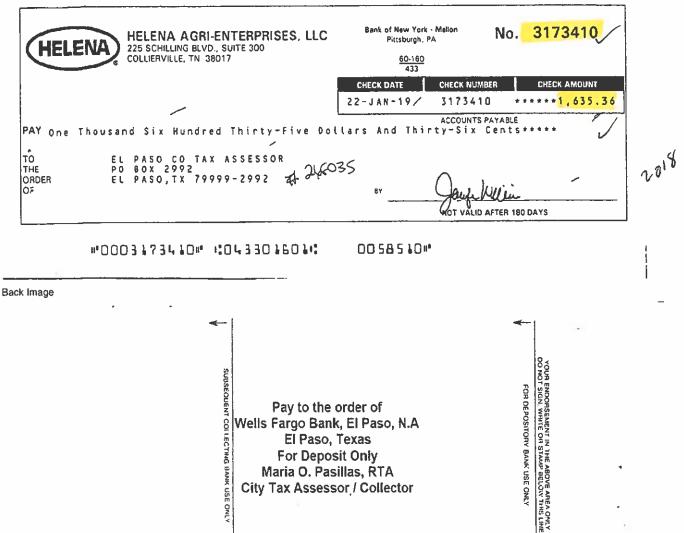
Dear Taxpayer:

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 PROPER	and submit a								
Step 1. Identify the refund	Who should be report be assued to a second								
recipient. Show information for	Name:								
whomever will be receiving	Address:								
the refund.	City, State, Zip:								
	Daytime Phone No.: E-Mail Address:								
Step 2. Provide payment information.	Payment made by a state of the state of the check No. A state Date Paid (A mount Paid) and the state of the								
Please attach copy of cancelled check, original receipt, online payment confirmation or	Helena Agri CK 3113410 1/28/19 1,635.36								
bank/credit card statement.	TOTAL AMOUNT PAID (sum of the above amounts)								
Step 3. Provide reason for	Pleaselcheck one of the following								
this refund. Please list any accounts and/or	I paid this account in error and I am entitled to the refund.								
years that you intended to pay	I overpaid this account. Please refund the excess to the address listed in Step 1.								
with this overage.	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.)								
fre 4/6/22	SIGNATURE OF REQUESTOR (REQUIRED) PRINTED NAME & DATE HIMONIN THOUGH GANKAPPI TRAVIAS Alializada								
J									
TAX OFFICE USE ONLY:	Approved Denied By: N.N Date: 4-6-22								

60





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				Applied Tota		\$17,004.53	TRA I		



Legislation Text

File #: 22-629, 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 Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

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

Discussion and action on a Resolution commending the members of the El Paso Democratic Party and City of El Paso's Destination El Paso team for successfully securing that El Paso host the 2024 Texas Democratic Convention in the summer of 2024.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT: Mayor and Council

AGENDA DATE: Tuesday, April 12, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Henry Rivera, District 7-915.212.0007

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBJECT:

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

Discussion and action on a resolution commending the members of the El Paso Democratic Party and City of El Paso's Destination El Paso team for successfully securing that El Paso host the 2024 Texas Democratic Convention in the summer of 2024.

BACKGROUND / DISCUSSION:

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

On March 26th, 2022, a delegation made up of members of the El Paso Democratic Party led by Chairwoman Dora Oaxaca and the City of El Paso's Destination El Paso team led by Brooke Underwood successfully demonstrated why El Paso was the only choice to host the TX Dem State Convention in 2024 and won by a supermajority of 61 votes.

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

RESOLUTION

WHEREAS, it has been twenty years since the last Texas Democratic Convention was held in El Paso. The El Paso community has changed significantly since then and has received national attention. The city of El Paso is the first organization, across all sectors, to earn the Texas Award for Performance Excellence for two consecutive years, in 2019 and 2020. El Paso has also won the All-America City (AAC) Award three times, in 2018, 2020, and 2021, and has been named an AAC finalist four additional years in a row; and,

WHEREAS, El Paso has preserved and is still known to be one of the safest cities throughout the Nation. El Paso has also undergone significant downtown revitalization efforts and our city is thriving! We welcome the opportunity to showcase the growth of our region and all that El Paso has to offer; and,

WHEREAS, we have a new generation of voters who are eager for change. El Paso truly knows the importance of progress, the importance of diversity, and we believe our community can help to lead the way in healing the soul of our beloved country; and,

WHEREAS, the process to secure the 2024 Texas Democratic Party state convention began more than a year ago by a delegation made up of members of the El Paso Democratic Party led by Chairwoman Dora Oaxaca and the City of El Paso's Destination El Paso team; and,

WHEREAS, A sustainable environment can be achieved on the community level through education and outreach efforts to help our communities and democracy thrive by working together for the common good; and

WHEREAS, the team which includes Chair Dora Oaxaca, Emma Acosta, Isela Castañon-Williams, Michael Apodaca, and Destination El Paso's Brooke Underwood, Jose Garcia, and Valerie Garcia all traveled to Houston to compete against San Antonio, and to help demonstrate why El Paso was the only choice to host the next statewide convention and won by a supermajority of 61 votes; and,

WHEREAS, from the State Democratic Executive Committee of 84 individuals El Paso was awarded this prestigious convention on Saturday, March 26, 2022; and

WHEREAS, this convention will be the first-of-its-kind on the US-Texas border in over 20 years in a Presidential Year. Congratulations to the El Paso Democratic Party and Destination El Paso, and other community leaders in El Paso!

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

- 1. Recognizes El Paso to host the 2024 Texas Democratic Convention in a Presidential Year the summer of 2024; and
- 2. Commends the members of the El Paso Democratic Party and City of El Paso's Destination El Paso team for securing a statewide convention; and,

- 3. Respectfully request that the City Clerk will make an executed copy of this resolution available to
 - a. El Paso County Democratic Party Chairwoman, Dora Oaxaca; and,
 - b. Destination El Paso Executive Director, Brooke Underwood.

APPROVED this _____ day _____ 2022.

THE CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Karla Muñoz O Assistant City Attorney



El Paso, TX

Legislation Text

File #: 22-560, 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 Peter Svarzbein, (915) 212-1002

AGENDA LANGUAGE:

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

Discussion and action to authorize District 1 City Representative Peter Svarzbein to attend City Council meetings by video conference more than one regular meeting week in a row June 21 and 22, 2022 and July 5 and 6, 2022.

CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBJECT:

BACKGROUND/DISCUSSION:

PRIOR COUNCIL ACTION: Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

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



El Paso, TX

Legislation Text

File #: 22-636, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

The Department of Aviation will provide a management update regarding the ELP 5MW (Megawatts) Solar Farm Project.

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

AGENDA DATE:	May 23, 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

DISTRICT(S) AFFECTED: All

- **STRATEGIC GOAL:** No. 1 Cultivate an Environment Conducive to Strong, Sustainable Economic Development
- **SUBGOAL:** 1.4 Grow the core business of air transportation

SUBJECT:

The Department of Aviation will provide a management update regarding the ELP 5MW Solar Farm Project

BACKGROUND / DISCUSSION:

The airport will present an update on the 5MW Solar Farm located at the El Paso International Airport. Approximately 40 acres of land located in the airfield have been identified as the location for a ground-mounted solar panel system that will offset the airports energy consumption as well as various other City operated facilities. The site will generate approximately 5 megawatts per year. The airport currently consumes 3 megawatts, the remaining 2 megawatts generated will be used to offset the other City departments consumption.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: El Paso International Airport **SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

DEPARTMENT HEAD:

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

R. Shane Brooks



City of El Paso – Aviation Department

5 MW Solar Farm Project





Strategic Alignment City of El Paso

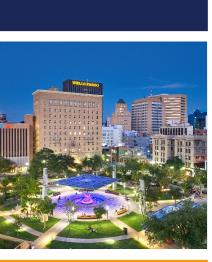
- Goal 1: Create an environment conducive to strong, sustainable economic development
- Goal 8: Nurture and Promote a Healthy, Sustainable Community
- 30 BY 30 Initiative under ITEM 24: Create and implement an Urban Energy Plan







RREAC Strategic Goal Alignment	Progress Update				
Goal 2.1 Reduce overall energy	• Airport: 5MW using a VPPA agreement with EPE.				
consumption and enhance energy	Airport: 1MW behind-the-meter carport system.				
efficiency in municipally owned facilities.	• Airport: Microgrid (Solar; Storage; EV; other) as part of MOU with GM; UTEP; Chamber; and EPE.				
Goal 2.2 Increase efficiency for street and	PPA for multiple city facilities.				
parks light infrastructure.	Low or No Emission Vehicle Program and BBF applications (Sun Metro).				
Goal 2.3 Increase solar generation at City owned facilities.	 EV chargers as part of MOU with GM; UTEP; Chamber; and EPE. 				
Goal 2.4 Enhance and increase EV fleet	Fleet electrification pilot (PD and SAM).				
and chargers at municipal facilities	 Pursuing new FTEs, including Facilities Engineer, Energy Manager and Engineer Specialist. 				



Strategic Alignment El Paso Electric

- Goal 1: Build a trusted partnership with our customers and community.
- Goal 3: Leverage technology to drive efficiency and security.
- Goal 4: Lead in environmental sustainability







Project Description

- Solar farm footprint approximately 40 acres, located on airfield
- Ground mounted solar PV system with a 5-MW capacity with a 2-MW battery option; the second largest solar installation in El Paso
- Electricity generated will offset the airport's consumption and other City facilities
- This is a partnership with the City of El Paso and EPE







Solar Farm Location



Benefits

Environmental

- Greenhouse Gas (GHG) Emissions Reduction
 - GHGs cause climate change by trapping heat in the atmosphere
- Improved air quality
- Renewable Energy Credits (RECs)
- Economic
 - Virtual Power Purchase Agreement (VPPA) removes the burden of the capital cost investment from the City
 - Ground mounted, single-axis tracking systems are up to 25% more efficient
 - Utility-scale solar facilities are significantly are less expensive than rooftop solar installations
 - Budgetary certainty (utility bills)
- Resilience A battery on the system can strengthen the system around the Airport and can provide grid support in the event of a brownout or blackout



Airport and City

- Airport Total Demand of all the meters is 3 MW
 - Terminal
 - Cargo Center
 - Airfield Lighting
 - Rental Car Center
 - Air Rescue Fire Fighter Station
 - Other minor Meters

- City to use 2 MW for City Facilities
 - City Hall
 - PDHQ
 - FD
 - Parks
 - Libraries
 - Museums



Rate Components

AIRPORT:

Rate will be a function of:

- Capital Costs
- O&M Costs
- EPE Cost (Virtual)

CITY:

Rate will be a function of:

- Capital Costs
- O&M Costs
- EPE Cost (Virtual)
- EPE and the City will work together to determine a competitive rate that works for both parties



City Protections and Oversight

- The issuance of the RFP does not obligate the City to move forward with the virtual power purchase agreement (VPPA), only a contract approved by City Council may do so
- The rate (price) will have to be approved by the Public Utility Commission of Texas (PUCT)
- EPE will pay rent in the event EPE defaults on its obligations under the VPPA





Partnership

- EPE will own and maintain the installation
- Airport and the City will benefit from the renewable generation by signing a VPPA
- VPPA allows for flexibility on the applicable City accounts because the facility is not attached to a particular building or facility
- The proposed term of the VPPA is 30 years



Process Timeline

Staff briefings will be provided at each step of the process





Deliver exceptional services to support a high quality of life and place for our community



Integrity, Respect, Excellence, Accountability, People

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government





Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Project Timeline

- August 2021 EPE Renewable Generation Study identifies EPIA property as a potential solar farm site
- October 2021 EPIA completes a feasibility study that identifies 40 acres of airfield land as a viable location to support a solar farm
 - Study also identified three other potential solar generation locations
 - Short term parking Solar covered parking
 - EPIA warehouse rooftop panels
 - ConRAC Solar covered parking third deck
- May 2022 EPE releases RFP
- Spring 2023 Contract negotiations
- · City council involvement: Approval of a final contract
 - Staff briefings will be provided at each step of the process





Legislation Text

File #: 22-582, 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.

Presentation and discussion of the financial impacts of COVID-19 on the Public Safety Bond Program.

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

AGENDA DATE:May 24, 2022PUBLIC HEARING DATE:Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, Chief Operations Officer (915) 212-1845

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: SUBGOAL:	No. 2 – Set the Standard for a Safe and Secure City 2.3 Increase public safety operational efficiency
SUBJECT:	Presentation and discussion of the financial impacts of COVID on the Public Safety Bond Program

BACKGROUND / DISCUSSION:

The COVID 19 pandemic and international conflicts have significantly disrupted supply chains for construction materials and equipment. This has resulted in limited availability of constructions materials and equipment, leading to significant escalation in construction costs and subsequently financial impacts to the Public Safety Bond Program.

SELECTION SUMMARY: N/A

CONTRACT VARIANCE: N/A

PROTEST: N/A

PRIOR COUNCIL ACTION:

On August 13, 2019, City Council approved an Ordinance ordering a Bond Election be held in the City of El Paso, Texas, on November 5, 2019, for the issuance of \$413,122,650 General Obligation Bonds for Public Safety Facilities including Police Department and Fire Department motor vehicles and equipment.

AMOUNT AND SOURCE OF FUNDING: NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement **SECONDARY DEPARTMENT:** El Paso Police and Fire Departments

DEPARTMENT HEAD:	Assistant Director Capital Improvement
	Jerry DeMuro/for
	Sam Rodriguez, Chief Operations Officer



Public Safety Capital Program Impacts of COVID



May 24, 2022

Goal 2: Set the Standard for a Safe and Secure City 2.3 Increase public safety operational efficiency





"It is the mission of the **El Paso Police Department** to provide services with integrity and dedication, to preserve life, to enforce the law, and to work in partnership with the community to enhance the quality of life in the City of El Paso." "The mission of the **El Paso Fire Department** is to provide emergency response, prevention, preparedness and education to residents, businesses and visitors of our city so they can live safely and prosper in a hazard-resilient community."

Presentation Outline

- Bond Funding Overview
- Program Status
- Quantifiable Impacts

Program Elements

In November 2019, voters approved the issuance of \$413,122,650 General Obligation Bonds for public safety facilities including police and fire department motor vehicles and equipment

Public Safety Bond Program



- New public safety facilities put police and fire resources in growing areas
- Perform major maintenance and renovation of aging facilities
- Improve working conditions for city employees

Joint FD/PD academy to accommodate future classes and improve training efficiencies



Bond Funding Police Department



PROJECT	\$ in Millions*
Eastside Command Center (Municipal Complex)	\$ 38.6M*
Public Safety Training Academy	\$ 19.9 M*
Police Headquarters	\$ 90.6 M*
Central Regional Command	\$ 24.6 M*
Renovate 4 Regional Command Centers	\$ 44.8 M*
Fleet Replacement	\$ 3.3 M*
PROPOSED USE OF BOND FUNDS	\$221.9 M*

*Includes 2% bond costs and 2% public

Forecasted Cash Flow Police Capital Program



2023	2024	2025	2026	2027
Fleet	ESRCC	Academy	NERCC	WSRCC
	CRCC	MVRCC		
	Fleet	HQ		
	PHRCC			

Project	2022	2023	2024	2025	2026	2027
CRCC	\$7,078,545	\$11,011,070	\$5,505,535			
ESRCC	\$9,410,222	\$24,466,577				
HQ	\$2,594,280	\$27,960,573	\$13,980,287			
NERCC	\$64,954	\$212,199				
Academy	\$944,152	\$8,969,445	\$8,969,445			
Renovations		\$1,612,800	\$10,752,000	\$10,752,000	\$10,752,000	\$10,752,000







Bond Funding Fire Department



PROJECT	\$ in Millions*
Station 36	\$ 11.3 M*
Station 38 (Municipal Complex)	\$ 11.8 M*
Special Teams Station (Consolidation)	\$ 17.1 M*
Station 40	\$ 15.5 M*
Public Safety Training Facility and Logistics	\$ 29.6 M*
Fire Headquarters	\$ 29.6 M*
Station Renovations	\$ 74.4 M*
Vehicle Replacement	\$ 1.8 M*
PROPOSED USE OF BOND FUNDS	\$ 191.2 M*

*Includes bond cost and public art allocations 193

Forecasted Cash Flow Fire Capital Program



2022	2023	2024	2025	2026	2027	2028
Renovations						
			Training			
		Station	Academy HQ			FS 40
			Logistics			
		FS 36				
		FS 38				

Project	2022	2023	2024	2025	2026	2027	2028
Fire Dept. Renovations Master	\$7,304,411	\$10,146,974	\$10,146,974	\$10,146,974	\$10,146,974	\$10,146,974	\$10,146,974
Fire Dept. Special Team Station	\$1,727,832	\$12,892,603					
Fire Station 36 Construction	\$2,872,987	\$8,531,994					
Fire Station 38 Construction	\$1,034,275	\$10,293,725					
Fire Station 40					\$2,146,189	\$8,107,824	\$4,053,912
Training Academy HQ Logistics	\$158,762	\$30,112,610	\$25,093,841				





Police Program

Progress to Date

Project	Status	
Eastside Regional Command Center	Under construction expect to be completed in 2024	
Central Regional Command Center	Property acquisition on-going and architect contract awarded. Design to be initiated following property acquisition likely summer 2022. Anticipate construction to be completed spring 2024.	
Police Headquarters	To be located at the Cohen Site - Project being completed using design-build (D/B) delivery strategy; workin with Architect (Owner's Representative) and Police Department to define project requirements. Selection process for D/B to be initiated Summer 2022 with owners representative for project; D/B to be on-board in 3 FY 23	Ū
Police Academy	Property acquisition completed; project being completed using D/B delivery strategy; owners representative has defined project requirements. The selection process for the D/B is underway and expected in 1Q FY 23	Э
CC Renovations (4)	To be initiated following completion of Eastside Regional Command	195

COVID IMPACTS



COST IMPACT FOR LABOR & MATERIALS BEST PRACTICES

Proper budgeting & completing projects has freed up contingencies & has allowed to absorb price increases to date.

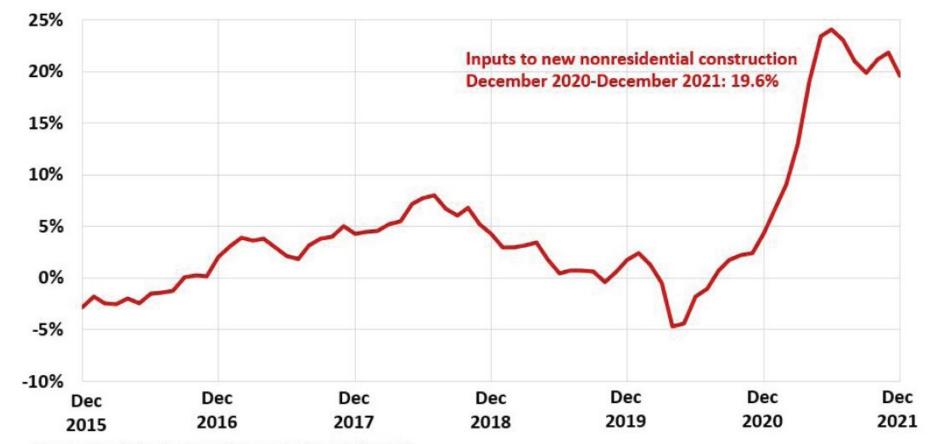
Readjustments & recalibration will be required as we move forward.





Change in prices for inputs to construction

Year-over-year change in PPI, 2015 - 2021, not seasonally adjusted



EP

Source: Bureau of Labor Statistics, producer price indexes, www.bls.gov/ppi



Price increases for construction inputs Year-over-year change in December PPI

Construction materials	2020	2021
Steel mill products	<u>2020</u> 5.2%	<u>2021</u> 127%
Plastic construction products	5.4%	34%
Aluminum mill shapes	-1.7%	30%
Copper and brass mill shapes	24%	23%
Gypsum products	3.6%	21%
Lumber and plywood	37%	18%
Architectural coatings	1.9%	14%
Asphalt felts and coatings	2.1%	12%
Used by contractors		
Diesel fuel	-2.8%	55%
Truck transport of freight	2.2%	18%
Construction machinery and equipment	1.1%	10%
Truck and offroad tires	0.3%	11%

Source: Bureau of Labor Statistics, producer price indexes, www.bls.gov/ppi



OVID Impacts

COVID Impacts to Police Capital Program



Project	Bond* Construction Estimate	Engineers Estimate	Construction Cost	Cost Basis
ESRCC	\$28.9	\$30.4	\$31.8	Hard bid
PD HQ	\$67.7	Not yet completed	\$84.6	Escalated for Market
CRCC	\$16.9	Not yet completed	\$21.4	Escalated for Market
Academy	\$19.9	\$36.6	\$36.6	Current Estimate
Renovations	\$35.96	Not yet completed	\$44.9	Escalated for Market

*\$Millions



COVID Impacts to Police Capital Program



Project	Cost Impacts
ESRCC	Engineer's estimate for construction was \$464/sq.ft.; construction bid was \$606/sq.ft. an increase of 23%. Mitigation FS 38 funding for utility infrastructure, parking, emergency generator, and fueling station
PD HQ	The project is in pre-design phase; no engineers estimate is available assume construction will be 25% over bond estimate. Current HQ is 100,000 sq. ft. anticipate space efficiencies can be gained reducing building square footage.
CRCC	The project is in pre-design phase; no engineers estimate is available assume construction will be 25% over bond estimate.



COVID Impacts to Police Capital Program



Project	Cost Impacts
Academy	Bond construction cost estimate was \$15,743,695; current estimate to meet minimum state training requirements is \$26,619,000, an increase of 40%. Mitigation reallocate \$10M in funding from HQ to complete project to meet state requirements. Phase in requested amenities including auditorium, swimming pool, behavior sciences, large and medium skills driving pads, and high speed driving track with future funding. Included in plan is a limited (one acre) Hogan's Alley and 400 parking spaces (as opposed to 1,000). Share gymnasium, weight room, large and medium classrooms, and outdoor covered pavilion with Fire Department.
Renovations	The project is in pre-design phase; unable to assess project impacts at this time.



Proposed Police Academy Amenities



Amenity

Police Academy Classrooms

Two (2) Large, 120-person classrooms that can be divided.

Three (3), Medium, 50-person classrooms

Offices & cubicles (56 persons)

Support spaces

Indoor shooting range (25 lanes- 50yds)

Behavioral Sciences and simulation

Incorporated into the various structures within the Hogan's Alley

Structure Types: Bank, Apartment, Residence, Gas Station, Convenience Store & Office

Gym, weight room & lockers

Gymnasium Shared with Fire: Mat Room, Boxing Ring, Weight Room, Cardiovascular

Separate locker rooms for Police and Fire (50 Staff lockers, 120 Recruit lockers)



Proposed Police Academy Amenities



Amenity

Hogan's Alley

One (1) acre separated space streetscape environment

Eight (8) structure with Behavioral Science elements integrated

Shared (PD & FD) 400 space parking for facility.

Shared (PD & FD) EVOC driving pad.

Concrete pad designed to accommodate fire trucks (Heavy loaded rated). Size 500' x 275' to accommodate multiple police & fire slow skills driving exercises. This pad will not allow for high-speed pursuit training.



Proposed Police Academy Amenities



Amenity

Shared running track/physical Fitness

Standard ¼-mile dirt running track with turf infield

Obstacle course Type I and II

Incorporated into the inner area of the running track

Shared (PD & FD) 600 space parking for facility.

Shared (PD & FD) outdoor covered areas

One (1) simple canopy structure only

Two (2) Covered outdoor classrooms with adjoining toilet rooms and A/V capability at Shooting Range Structure.

Future elements EVOC high speed driving and pursuit courses, aquatic pool, auditorium





205

Police Department Quantifiable Financial Impacts

\$49.9M

 Quantifiable shortfall represents a 23% decrease in available funding for the Police Department Capital Program





Fire Program

Progress to Date

Project	Status
Fire Station 36	Construction to begin early 2022 and completed late 2023
Fire Station 38	Design underway expected to be completed in fall 2022. Construction Winter 2022 – early 2024
Special Teams Station	Design underway expected to be completed in fall 2022. Construction Winter 2023 – early 2025
Fire Station 40	Future 2027- 2029









Fire Program (Cont'd) Progress to Date

Project

Status

Fire Department Headquarters	Programming underway; project being completed using design-build (D/B) delivery strategy; owners representative has met with FD to define project requirements so that bridging documents can be developed and DB contract awarded (expect 1Q EX 23)				
Public Safety Training Facility and Logistics Center	Co –located with Fire HQ, same time and pending activities				



Entrace

Fire Program (Cont'd) Progress to Date

Project

Status

Station Renovations

Building assessments completed, planning five renovations per year. Design has been completed for FS 10, 19, 20, 21, 25 and 26. Construction of FS 10 & 19 will be begin in early spring. Construction of FS 20 began in December 2021. Construction on FS 21, 25 and 26 to begin in summer 2022. Designs for the next five stations began in January 2022

COVID Impacts to Fire Capital Program



Project	Bond Construction Estimate*	Engineer's Estimate	Construction Cost	Construction Cost Basis
FS 36	\$7.8	\$5.6	\$7.4	Hard Bid
FS 38	\$7.6	Not yet completed	\$9.3	Market Escalation
Special Units Station	\$13.9	\$17.5 (Concept before VE)	\$17.5	Engineer's estimate before VE
Academy, Logistics Ctr. and HQ	\$52.4	\$86.2 (Concept before VE)	\$86.2	Engineer's estimate before VE
FS 19 Renovation	\$1.8M	\$2.5	\$2.6	Bond estimate based on building assessment; engineer's estimate (at bidding)



COVID Impacts to Fire Capital Program



Project	Cost Impacts
FS 36	Engineer's estimate for construction was \$506/sq.ft.; construction bid was \$740/sq.ft. an increase of 32%
FS 38	Engineer's estimate for construction was \$464/sq.ft.; current estimate \$585/sq.ft. an increase of 21%. Costs likely to increase as design advances
Special Units Station	Construction budget is \$12,545,000; meeting FD requirements requires \$17,550,000 or 28% more funding than currently available



COVID Impacts to Fire Capital Program



Project	Cost Impacts
Training Academy, Logistics Ctr. and HQ	Program requirements can be met within available funding.
FS 19 Renovations	Construction cost 39% above bond estimate
Renovations	Construction costs are approximately 29% higher than available funding
FS 40	Planned for construction in 2028; impact is uncertain.



Mitigation Escalation of Fire Capital Program Costs

Project	Cost Impacts
FS 36	Consensus of FD and City Engineer to transfer necessary funding (\$505K) from FS 40
FS 38	Options-transfer funds from renovations program or from FS 40 dependent on final cost impacts.
Special Units Station	Staff recommended room size reductions to remain within budget (see next slide) or alternatively use available funding set aside for renovation for FS-1; FS 1 will be demolished following construction of the Special Units Station



Mitigation Measures for Special Units Station



			SF	Remaining		
Room No	Room	Planed SF	Reduction	SF	Cost	
						For community events the city has 3 buildings with in 4 city blocks that
						can be used for public events, the Kitchen/Day room can double as a
113	Training Room	591	591	0	\$384,150.00	training event space.
114	Weight Room	752	376	376	\$244,400.00	The reduction leaves space for 6 pieces of equipment
116	Pole Drop 1st floor	88	88	0	\$57,200.00	Requested to be removed by fire planning
						Recommend deleting this office and joining the crew and captain office
107	BC Office	97	97	0	\$63,050.00	for open floor plan
						Recommend deleting this office and joining the crew and captain office
108	DC Office	101	101	0	\$65,650.00	for open floor plan
225	Pole Drop 2nd floor	100	100	0	\$65,000.00	Requested to be removed by fire planning
						Current Captains dorms will accommodate 6 beds with maximum of 2
202	BC Dorm	272	272	0	\$176,800.00	planed occupants
						Current Captains dorms will accommodate 6 beds with maximum of 2
208	DC Dorm	271	271	0	\$176,150.00	planed occupants
						Requested to be removed by fire planning, washer and dryer are planed
228	Laundry	120	120	0	\$78,000.00	in the extractor room that can accommodate this function
229	TV RM	97	97	0	\$63,050.00	Study and Day room can cover this space usage
232	Small Dorm	1,038	1,038	0	\$674,700.00	Dorm 209 will cover the required number of beds to operate the facility
						Current pumpers are just under 40 ft in length and do not require the
123	Bay Reduction 3 pumper bays to 50 ft	6,650	600	6,050	\$390,000.00	additional length
						Bay removal to put 4 Car Port for 2 Trucks, Battalion, and Deputy Vehicle
						under shade canopy with lighting and power car Ports can be removed
123	Bay removal 2 bays	6,050	2,400	3,650	\$1,560,000.00	and building addition added at later time
						Bay removal to put 2 Trailers under carports w/ power and lighting and
123	Removal of 2 bays	2,400	2,400	0	\$1,560,000.00	building addition added at later time
	Concept 1 design	27,000	8,551	18,449	\$11,991,850.00	
ADD	20 X 80 Shade Structure w/ Power and Lighting			0	\$156,000.00	Car Port for 2 Trucks, Battalion, and Deputy Vehicles
ADD	20 x 40 Shade structure w/ Power and Lighting				\$156,000.00	Car Port for 2 Trailers
	Revised Project Cost				\$12,303,850.00	



Mitigation Escalation of Fire Capital Program Costs 27

Project	Cost Impacts
Training Academy, Logistics Ctr. and HQ	Reduce number of maintenance/storage bays from the 40 requested to 20 bays
Renovations	Original estimates were based on building assessments and accommodated FD request to demolish and reconstruct FS 17, 19 and 22. Leadership directed to only renovate these stations at a much lower cost. In addition, FS 9, 11, 12 will not be renovated. Funding is available from these sources to cover future shortfalls
FS 40	Planned for construction in 2028; mitigation to be determined as the project advances into design and construction.





Fire Department Quantifiable Financial Impacts

\$41.1M

 Quantifiable shortfall represents a 22% decrease in available funding for the Fire Department Capital Program







Public Safety Program Quantifiable Financial Impacts

\$91M

 Quantifiable shortfall represents a 24% decrease in available funding for the Public Safety Capital Program





Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

☆ Values

Integrity, Respect, Excellence, Accountability, People





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



El Paso, TX

Legislation Text

File #: 22-601, 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 Performance Office, Juliana Baldwin-Munoz, (915) 212-1204

AGENDA LANGUAGE:

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

Presentation and discussion providing a wrap-up of the 2022 Goal Team Reporting Series and Budget Update.

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

DEPARTMENT: City Manager's Department

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Office of Management and Budget, Nicole Cote, (915) 212-1092, Performance Office, Juliana Baldwin-Munoz (915) 212-1204

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 6 Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

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

SUBJECT:

Presentation and discussion providing a wrap-up of the 2022 Goal Team Reporting Series and Budget Update.

BACKGROUND / DISCUSSION:

The presentation will provide a recap of the Goal Team accomplishments for the current fiscal year and a Budget Update as part of the Integrated Budget Process (IBP).

PRIOR COUNCIL ACTION:

Most recent Strategic Planning Session convened December 1-2, 2021.

AMOUNT AND SOURCE OF FUNDING:

N /A

DEPARTMENT HEAD:

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

GOAL TEAM SERIES WRAP-UP + BUDGET UPDATE 5.24.2022

WHAT WE WILL COVER

GOAL TEAM SERIES WRAP-UP (Juliana Baldwin-Munoz)

- Reporting Cycle Recap
- Leadership System/Key Processes
- Key Results by Vision Block

BUDGET UPDATE (Nicole Cote)

- Timeline
- Strategic Plan Alignment
- General Fund Five-year Outlook
- Budget Challenges
- Response + Recovery
- Fiscal Management Strategies
- Summary





Vision Block	Goal Teams	Updates Completed
ALL	Series Preview	3.15.22
SAFE & BEAUTIFUL NEIGHBORHOODS (SBN)	GOALs 2, 7, 8 TEAM REPORT	3.29.22
VIBRANT REGIONAL ECONOMY (VRE)	GOALs 1, 3 TEAM REPORT	4.11.22
EXCEPTIONAL OPPORTUNITIES (ERCEO)	GOAL 4 TEAM REPORT	4.25.22
HIGH PERFORMING GOVERNMENT (HPG)	GOALs 5, 6 TEAM REPORT	5.09.22
3 ALL	Series Wrap Up	5.24.22 (Today)

Key Improvements

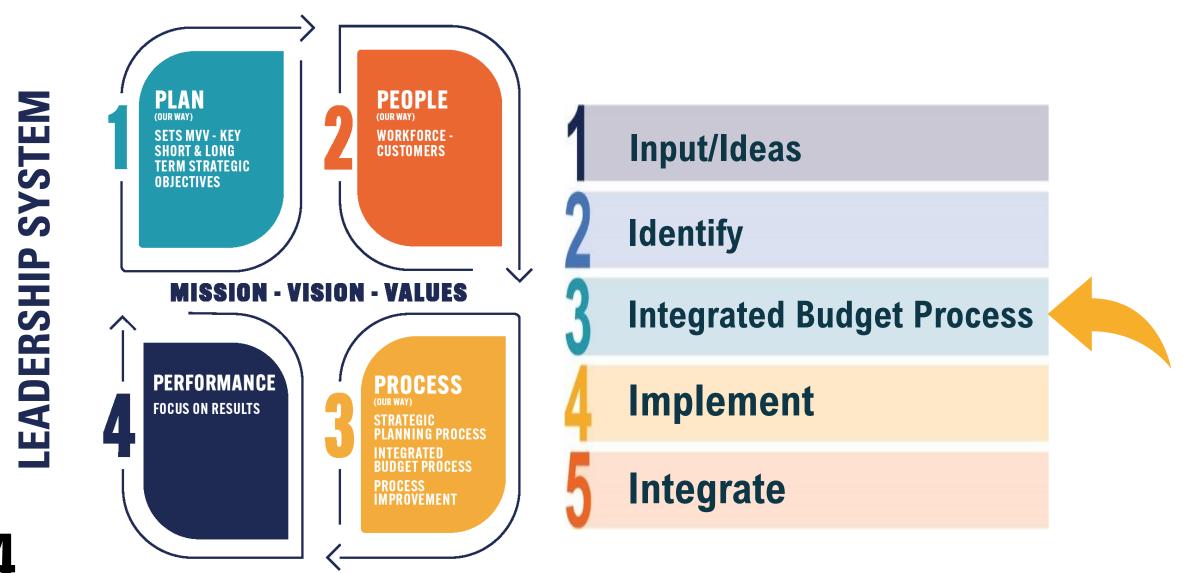
1. Comprehensive Report:

- a. Key Service Impacts (COVID-19)
- b. Key Accomplishments
- c. Key Performance Indicators
- d. Update on Key Deliverables
- e. Key Challenges/Opportunities

2. NEW Summary Fact Sheet by Vision Block/Goals

3. NEW Key Results Presentations by Team Leads

STRATEGIC PLANNING PROCESS





5

EP/

CITY OF EL PASO

225

SAFE + BEAUTIFUL NEIGHBORHOODS

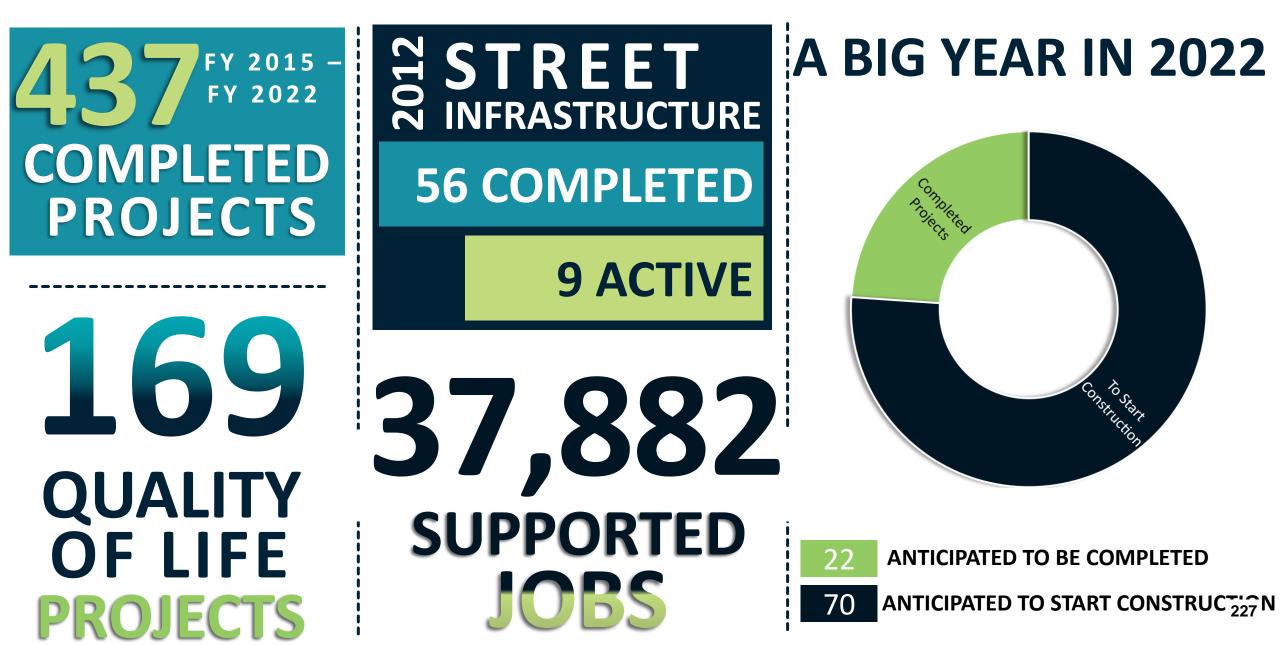
6

Community-wide

Impact

- Response + Recovery: Comprehensive, Longer-Term approach
- Quality of Place: Investing in Infrastructure
 - Over 900 capital projects delivered (2015-2022)
 - Over 368% increase in productivity over FY18 baseline
 \$743M invested in streets, parks, public safety, and QOL
- Dynamic and Integrated Planning

PROVIDING DIRECT RESULTS



VIBRANT REGIONAL ECONOMY



• Response + Recovery:

- So far in FY2022, new flights announced to Charlotte, Austin, Orlando and San Diego.
- 2022 Airport passenger traffic so far near or above pre-pandemic levels
- El Paso's hotel occupancy was <mark>quicker to recover</mark> than most major cities
- New Targeted Industries: Creating Transformative Investments
- Increasing Access to Services

52% increase in E-Fast Pass transactions 100,000+ Park 915 transactions processed



TOP (10) GOAL DESTINATIONS



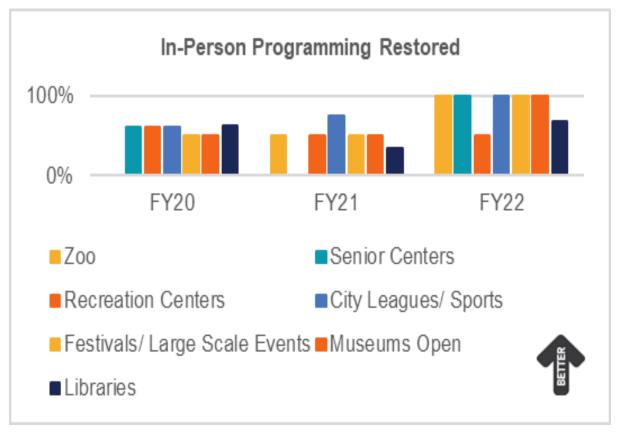


EXCEPTIONAL RECREATIONAL, CULTURAL AND EDUCATIONAL OPPOURTUNITIES



• Response + Recovery:

- Service Levels Returning
- Service Excellence
- Broadly Partnered







Awards/Recognition

Libraries

- Fully Accredited by the Texas State Library and Archives Commission
- Achievement of Excellence in Libraries Award (Third Consecutive Year)

Museums and Cultural Affairs Department

- Renewal of American Association of Museums Accreditation for the El Paso Museum of Art
- El Paso Museum of History 1 of 15 national finalists for the IMLS 2022 National Medal for Museum Service
- Selection by Federal Government to launch a new stamp
- EP Best of the Best for El Paso Museum of Art, Chalk the Block

Parks and Recreation

- CAPRA Accreditation
- EP Best of the Best for Scenic Drive, Memorial Park

Zoo and Botanical Gardens

- AZA and American Public Garden Association Accreditation
- EP Best of the Best Outdoor Activity, 4th place Best Family Outing









HIGH PERFORMING GOVERNMENT

Implementing leading edge practices

- User Experience Team
- Learning + Development

Increasing access to services

- Customer Relationship Management Tool
- Online Bidding System
- Quarterly Procurement Forecast
- Deployed Popular Annual Financial Report (PAFR)

Financial management as a core competency

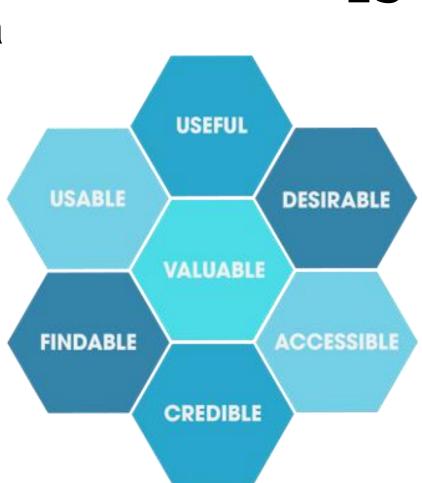






User Experience

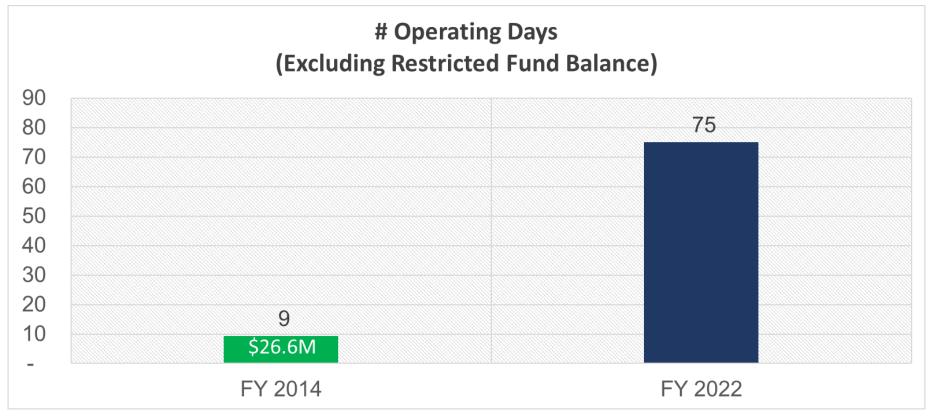
- New team with software developers, designers, data scientists, web developers, software engineers, researchers, and interns.
- Goal is to develop and design for the user, creating accessible technology, valuable for all.
- Over 26 projects since June 2021 that modernize systems, simplify processes, optimize for mobile use, and utilize our technology resources strategically.



EPA TXXXX CITY OF EL PASO 233

https://experience.elpasotexas.gov

General Fund Reserves (Fund Balance)



*Reserves include City Council's action from May 10th

The number of days are based on the FY 2023 Projected Budget as provided in the 5-Year Outlook (presented February 2022)





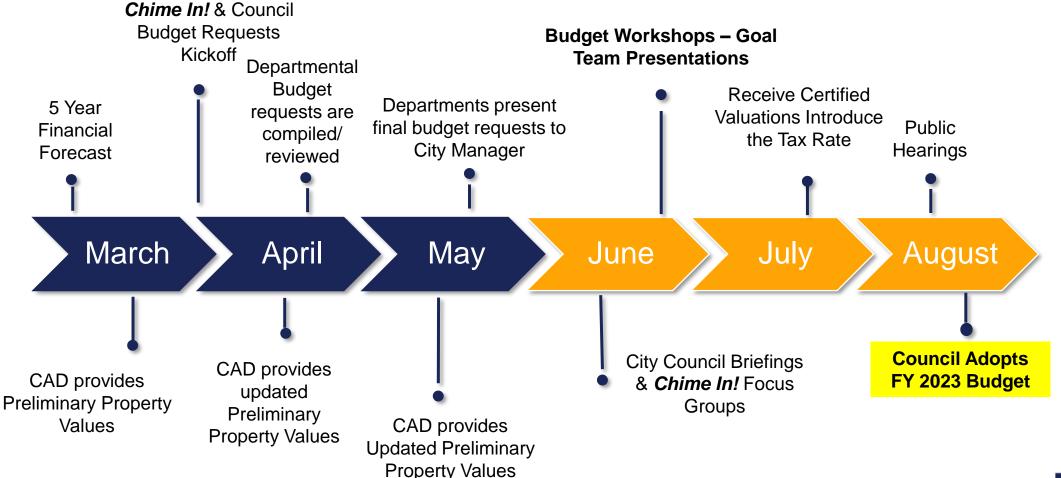
WHAT WE WILL COVER

BUDGET UPDATE (Nicole Cote)

- Timeline
- Strategic Plan Alignment
- General Fund Five-year Outlook
- Budget Challenges
- Response + Recovery
- Fiscal Management Strategies
- 16 Summary



FY 2023 Budget Process Timeline





Strategic Plan Alignment Focusing on Priorities and Needs



Minimize financial impact on residents by reducing the Property Tax Rate – Council Action on April 26, 2022

- Tax relief for seniors and disabled
- 2012 Quality of Life Bond and 2019 Public Safety Bond capital and operating costs
- Continue Public Safety investments increasing staffing, collective bargaining agreements, and fleet and capital replacement
- Focus on Critical infrastructure street resurfacing, intersection safety and NTMP
- Continue Workforce Investments Compensation, healthcare, wellness and learning/education



Budget Challenges

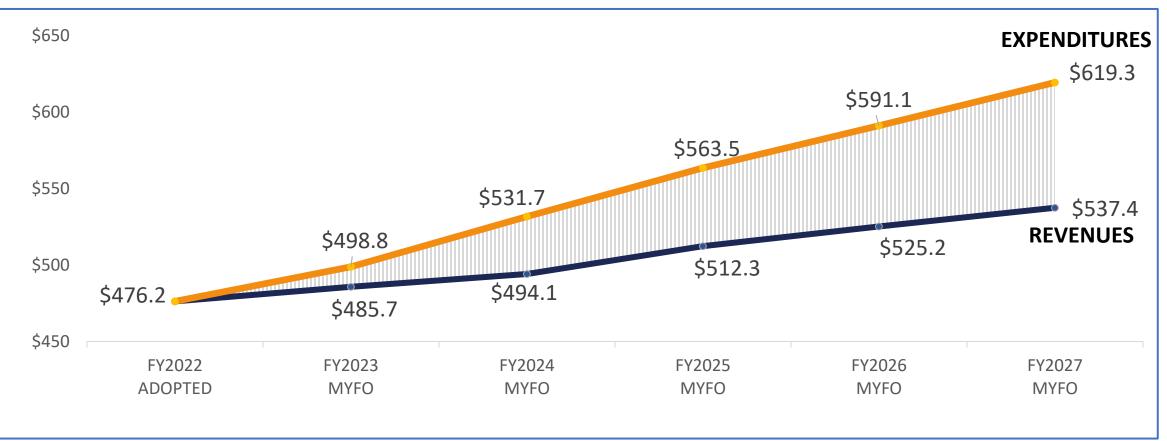


- Economic Uncertainty potential revenue impacts (sales tax, bridges, etc)
 - Inflationary Pressures fuel and supply chain disruptions, increasing contract costs (ex. security, janitorial, etc.)
 - Tight labor market
 - Global geopolitical instability (Russia, Ukraine, Immigration)
- Unfunded departmental needs facilities, fleet, equipment, streets, etc.
- Unfunded Council Budget Requests (potential capital projects)
- COVID-19 impact on services existing staff and filling vacancies





Presented February 28, 2022







Response + Recovery



Leveraging Federal and State Grants:

- CARES Public Health response and investment
- American Rescue Plan Act Response, relief, support families, and investments that support long-term growth



Fiscal Management Strategies



- Utilizing all Resources
- Staffing for Adequate Fire and Emergency Response (SAFER) Grant – Additional firefighters for Fire Station 36
- Centers for Disease Control and Prevention (CDC) To address health disparities and future crisis response
- Texas Anti-Gang (TAG) Investment in public safety for our region



Budget Calendar



- Late May City receives 2nd updated preliminary tax roll from CAD
- May 31 Council Briefings commence
- June 27 29 Budget Work Sessions
- July 25 Receive Certified Tax Roll from Central Appraisal District
- August 1 Present Certified Tax Roll and Ordinance Introducing Tax Rate
- August 9 Public Hearing on FY 2023 Budget
- August 16 Adopt FY 2023 Budget and Tax Rate



GOAL TEAM SERIES WRAP-UP + BUDGET UPDATE 5.24.2022



Legislation Text

File #: 22-576, 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 Police, Assistant Chief Victor Zarur, (915) 212-4307

AGENDA LANGUAGE:

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

Management update on modifications and improvements to the City's response to illegal dumping.

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer (915) 212-6000

DISTRICT(S) AFFECTED: All

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

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

Management update on modifications and improvements to the City's response to illegal dumping.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department **SECONDARY DEPARTMENT:** El Paso Police Department

DEPARTMENT HEAD:

00.

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

ILLEGAL DUMPING

Goal 2.2 Strengthen community involvement in resident safety

Goal 2.8 Implement effective code enforcement strategies to reduce nuisances, enhance visual appearance and improve overall health and safety

Goal 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions



Ellen Smyth, ESD

May 24, 2022





Agenda Item

- Discussion and action to direct the City Manager to create a process to proactively and regularly address illegal dumping and to come back within 75 days to present costs and an implementation strategy.
- Residents have frequently and justifiably complained of situations where illegal dumping occurs in certain areas. A plan is needed to proactively address illegal dumping.



Cross-Functional Team

ESD and PD/Code Enforcement formed a Cross-Functional Team

New Initiatives

Through our collaboration we were able to identify gaps in our process and in our communication with our partners and customers.

PD/Code and Constable Office

- Develop a notification alert with the area Constables to notify PD/Code of completed evictions.
- PD/Code will monitor the identified property for items left unclaimed, which becomes illegal dumping.
- Will call ESD for assistance for clean-up.





Outreach/ KEPB Clean Up Events Time to bring them back...

- Keep El Paso Beautiful Local Affiliate
- Gift to the River
- Gift to the Mountain
- Great American Clean-up
- Neighborhood Associations—eligible for annual events with free roll-off dumpsters
- ESD Outreach to contract with private companies to hold weekend neighborhood cleanups.

Partnerships

EPWU and ESD are launching illegal dumping public awareness initiative

- Summer campaign starts in June.
- In partnership with EPWU and El Paso County Water Improvement District.
- Focuses on illegal dumping as a crime to curb behavior.
- Highlights negative impact of polluting vacant lots, storm water drains/channels and farmland.







Partners Include:

- EP County
- Union Pacific Railroad
- EPE
- TX Gas
- Neighborhood Associations
- Streets and Maintenance

Proposed Action

- Prepare MOUs that allow ESD to clean partner properties
- City owned & partner properties to be cleaned ASAP

Close the Loop

Customer Service Response

- Transparent communication with residents
- Explain the process
- Recommend next steps to resident
- Provide status updates and department contact information
- Provide a call back number in case customer has additional questions





Resources Required Estimated Costs to be funded by ESD:

- Outreach with KEPB: \$50,000
- EPWU Public Awareness Campaign \$35,000
- Clean-up Events: Each neighborhood cleanup event is \$2000 using a private contractor. \$32,000
- Partnerships: *No cost*—personnel time and coordination.
- New Policy with Police Department: *No cost*.
- Close the Loop with customer education and feedback:
 No cost—personnel time and coordination.



Expected Results

- Rapid sharing of dumping cases' information between partners
- Immediate clean-up response by ESD to cases
- Call back with efforts to residents to alleviate concerns
- Proactive cleanups
- Clean and Beautiful El Paso

Call Today!

ESD's Outreach and Partnership Program coordinates cleanup events Assisted in cleanups of illegal dumping sites To coordinate a cleanup contact <u>ESDOutreach@elpasotexas.gov</u> or 915.212.6000





Questions?



ILLEGAL DUMPING

Goal 2.2 Strengthen community involvement in resident safety

Goal 2.8 Implement effective code enforcement strategies to reduce nuisances, enhance visual appearance and improve overall health and safety

Goal 8.6 Provide long-term, cost effective, sustainable regional solid waste solutions



Image of dump

Ellen Smyth, ESD

May 24, 2022





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- Keep El Paso Beautiful Local Affiliate
- Gift to the River
- Gift to the Mountain
- Great American Clean-up
- Neighborhood Associations—eligible for annual events with free roll-off dumpsters
- ESD Outreach to contract with private companies to hold weekend neighborhood cleanups.

Image of dumped materials

Partnerships

EPWU and ESD are launching illegal dumping public awareness initiative

- Summer campaign starts in June.
- In partnership with EPWU and El Paso County Water Improvement District.
- Focuses on illegal dumping as a crime to curb behavior.
- Highlights negative impact of polluting vacant lots, storm water drains/channels and farmland.





Images of dumped materials



Partners Include:

- EP County
- Union Pacific Railroad
- EPE
- TX Gas
- Neighborhood Associations
- Streets and Maintenance

Proposed Action

- Prepare MOUs that allow ESD to clean partner properties
- City owned & partner properties to be cleaned ASAP

Close the Loop

Customer Service Response

- Transparent communication with residents
- Explain the process
- Recommend next steps to resident
- Provide status updates and department contact information
- Provide a call back number in case customer has additional questions



Image of dumped materials

Resources Required Estimated Costs to be funded by ESD:

- Outreach with KEPB: \$50,000
- EPWU Public Awareness Campaign \$35,000
- Clean-up Events: Each neighborhood cleanup event is \$2000 using a private contractor. \$32,000
- Partnerships: No cost—existing personnel resources and coordination.
- New Policy with Police Department: existing personnel resources and training coordination
- Close the Loop with customer education and feedback: *No cost*—existing personnel resources and coordination.



Expected Results

- Rapid sharing of dumping cases' information between partners
- Immediate clean-up response by ESD to cases
- Call back with efforts to residents to alleviate concerns
- Proactive cleanups
- Clean and Beautiful El Paso

Call Today!

ESD's Outreach and Partnership Program coordinates cleanup events Assisted in cleanups of illegal dumping sites To coordinate a cleanup contact **ESDOutreach@elpasotexas.gov** or 915.212.6000





Questions?





Legislation Text

File #: 22-521, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, 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 amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial and/or Railyards.

Subject Property: 9879 North Loop Drive Applicant: Hunt Eastlake Industrial, LLC. PLCP21-00004 [POSTPONED FROM 05-10-2022]

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

AGENDA DATE: May 10, 2022 PUBLIC HEARING DATE: June 7, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 6

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Improve the visual impression of the community

SUBJECT:

An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial and/or Railyards.

Subject Property: 9879 North Loop Drive Applicant: BRE Development, LLC. PLCP21-00004

BACKGROUND / DISCUSSION:

The applicant is requesting to revise the Future Land Use Map designation from O-3, Agriculture to G-7, Industrial and/or Railyards. City Plan Commission recommended 8-0 to approve the proposed amendment on April 21, 2022. 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? <u>X</u> YES <u>NO</u>

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

Philip Tiwe

ORDINANCE NO.

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP (FLUM) CONTAINED IN "PLAN EL PASO" FOR THE PROPERTIES LEGALLY DESCRIBED AS TRACT 1C, BLOCK 1 AND TRACT 1A, BLOCK 2, YSLETA GRANT, 9879 NORTH LOOP DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM O-3, AGRICULTURE TO G-7, INDUSTRIAL AND/OR RAILYARDS.

WHEREAS, *Plan El Paso*, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan provides a basis for the City's regulations and policies that directs its physical and economic development; and

WHEREAS, the Future Land Use Map (FLUM) is one of the policies adopted by the El Paso City Council contained within the Comprehensive Plan which identifies desired land use patterns; and

WHEREAS, the City's Future Land Use Map serves as a guide to the type and manner of future development for the City of El Paso; and

WHEREAS, when changes and amendments to the zoning map are requested, the reviewing City departments and the City Plan Commission must make recommendations regarding the conformity of the proposed change to the City's Comprehensive Plan; and

WHEREAS, in some instances when a request to amend the zoning map does not conform to the Future Land Use Map, an amendment to that map may be required; and

WHEREAS, the City Plan Commission, after conducting a public hearing, recommended the proposed amendment to the Future Land Use Map; and

WHEREAS, after conducting a public hearing, the proposed amendment to the Future Land Use Map of *Plan El Paso* will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in *Plan El Paso*.

PLCP21-00004

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

1. That the areas identified in "Exhibit A" and legally described Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County, Texas, be incorporated into the City's Comprehensive Plan, Plan El Paso, for all the purposes, including amending the Future Land Use Map from O-3, Agriculture to G-7, Industrial and/or Railyards.

2. That Plan El Paso and its related documents, as herein modified, shall remain in full force and effect as to the long range general policies for guiding growth and development in the City.

ADOPTED this _____ day of ______, 2022.

THE CITY OF EL PASO:

ATTEST:

Oscar Leeser Mayor

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Werd N. Vigad

Wendi N. Vineyard Assistant City Attorney

APPROVED AS TO CONTENT:

<u>Philip Tiwe</u> Philip Etiwe, Director Planning & Inspections Department

PLCP21-00004

Exhibit "A"

Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas June 14, 2021

METES AND BOUNDS DESCRIPTION North Loop Drive Exhibit "A"

FIELD NOTE DESCRIPTION of Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a set iron rod located at the common boundary corner of Tract 1A, Block 2, Ysleta Grant and Tract 13A, Block 5, Socorro Grant, same being the northerly right-of-way line of North Loop Drive and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said common boundary corner and along the northerly right-of-way line of North Loop Drive, North 38°11'22" West, a distance of 710.71 feet to a found iron rod for corner at the easterly right-of-way of Via Maria Drive;

THENCE, leaving said northerly right-of-way line of North Loop Drive and along the easterly right-of-way of Via Maria Drive, North 32°02'00" East, a distance of 651.02 feet to a found iron rod for corner at the southerly right-of-way line of Mesa Drain;

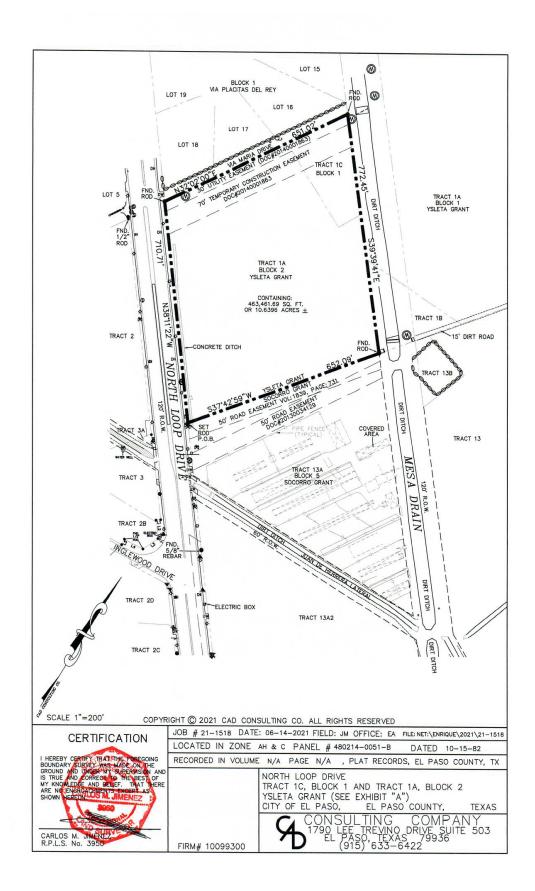
THENCE, leaving said easterly right-of-way of Via Maria Drive and along the southerly right-of-way line of Mesa Drain, South 39°39'41" East, a distance of 772.45 feet to a found iron rod for corner at the common boundary corner of Tract 1A, Block 2, Ysleta Grant and Tract 13A, Block 5, Socorro Grant;

THENCE, leaving said southerly right-of-way line of Mesa Drain and along the common boundary line of Tracts 1A and 13A, South 37°42'59" West, a distance of 652.09 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 463,461.69 square feet or 10.6396 acres of land more or less.

Carlos M. Jimenez R.P.L.S. # 3950 CAD Consulting Co. 1790 Lee Trevino Drive. Suite 309 El Paso, Texas 79936 (915) 633-6422 I:\M&B\2021\21-1518_North Loop-Hunt.wpd



PLCP21-00004



PLCP21-00004

9879 North Loop Dr.

City Plan Commission — April 21, 2022 D

CASE NUMBER:
CASE MANAGER:
PROPERTY OWNER:
REPRESENTATIVE:
LOCATION:
PROPERTY AREA:
REQUEST:

PLCP21-00004

David Samaniego, (915) 212-1608, <u>SamaniegoDC@elpasotexas.gov</u> Hunt Eastlake Industrial, LLC CEA Group 9879 North Loop Drive (District 6) 10.55 acres Adjust the Future Land Use designation from O-3, Agriculture to G-7, Industrial and/or Railyards PZRZ21-00017, Rezoning N/A

RELATED APPLICATIONS: PUBLIC INPUT:

SUMMARY OF REQUEST: The applicant is requesting an amendment to *Plan El Paso*, the City's comprehensive plan, to amend the Future Land Use designation from O-3, Agriculture to G-7, Industrial and/or Railyards, to accommodate a proposed industrial and general warehouse development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in keeping with the character of the adjacent development and the policies of *Plan El Paso* for the G-7, Industrial and/or Railyards Future Land Use designation.

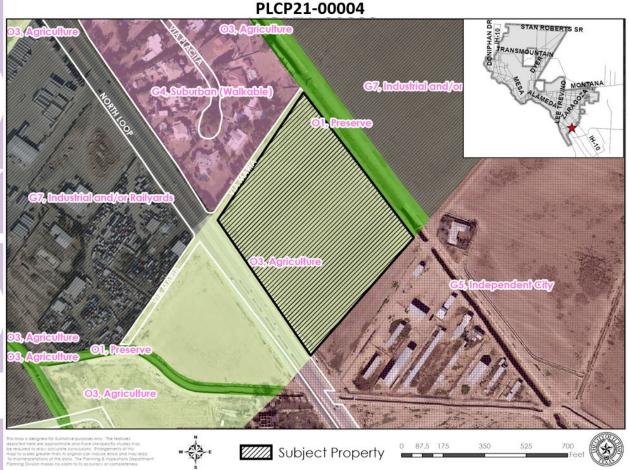


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is proposing to amend the Future Land Use designation on a 10.55-acre property to allow for industrial and general warehouse development. The subject property is currently inactive farmland. The existing O-3 Agriculture Use designation is no longer appropriate for the area as agricultural uses have ceased and there is increased development within the area. The G-7 designation is most in character with the proposed development for the property, which is similar in scale and character to nearby industrial development along North Loop Drive and Inglewood Drive. This case is related to rezoning case PZRZ21-00017, which requests to rezone the subject property from R-F (Ranch and Farm) to C-4 (Commercial) to allow for a proposed warehouse and industrial development.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: Properties in the City limits to the north of the subject property has the G-4, Suburban (Walkable), O-1, Preserve and G-7, Industrial and/or Railyards designation and are currently vacant farmland and residential development. To the west, properties have the G-4, Suburban (Walkable) and G-7, Industrial and/or Railyards designation and consist of heavy truck storage and repair uses. To the south, the property is inactive farmland and has the O-3, Agriculture designation. All properties to the east are outside El Paso City limits and inactive farmland.

COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed adjustment is in accordance with		
Plan El Paso, consider the following factors:CriteriaFuture Land Use Map: Proposed Future Land Usedesignation for the property:G-7 – Industrial: This sector applies to industrialparks, large free-standing industrial uses,refineries, non-military airfields, truckingterminals, and mines, all on large tracts in areasdominated by vehicles. This sector is essential to ElPaso's economy; however, when an industrial usebecomes obsolete, there can be potential formixed-use redevelopment of the site. This sectoralso includes the existing rail yards which could beredeveloped as mixed-use communities if the railyards were moved out of town	Does the Request Comply? <i>Yes. Plan El Paso</i> identifies the G-7 designation as appropriate for industrial parks and industrial uses, which is in keeping with the proposed industrial and general warehouse uses. The associated rezoning to C-4 (Commercial) will ensure that any future proposed uses will remain compatible with the G-7 designation. In addition, the subject property is accessed from North Loop Drive which is classified as a major arterial per the City of El Paso's Major Thoroughfare Plan and is adequate to serve the proposed uses.	
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use, and/or land use.	Yes, the subject property has access from North Loop Drive, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP).	

THE PROPOSED DESGINATION'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:		
Historic District or Special Designations & Study Area	N/A, this property is not within any historic districts or	
Plans: Any historic district or other special designations	other special designations.	
that may be applicable. Any adopted small area plans,		
including land-use maps in those plans.		
Potential Adverse Effects: Potential adverse effects	Development of the subject property will bring higher	
that might be caused by approval or denial of the	intensity uses into close proximity with existing	
requested change.	residential, commercial, and agricultural uses.	

Natural Environment: Anticipated effects on the natural environment.	The subject property is currently inactive farmland. The existing irrigation canals and drainage laterals will be buffered from development.
Stability: Whether the area is stable or in transition.	The surrounding area is in transition from farmland to employment supportive uses.
Socioeconomic & Physical Conditions : Any changed social, economic, or physical conditions that make the existing designation no longer suitable for the property.	Agricultural uses have ceased on the subject property and there is increased development in the area. The area is in transition.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on changes to the Comprehensive Plan. In evaluating the request, the CPC may take any of the following actions:

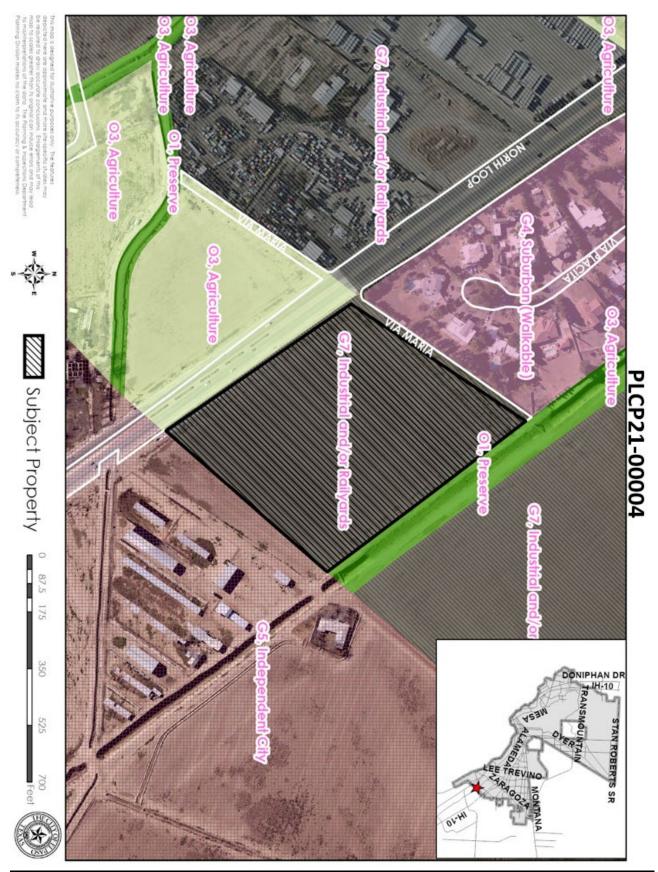
- 1. **Recommend Approval** of the request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

3

ATTACHMENTS:

1. Proposed Future Land Use Map

ATTACHMENT 1





Legislation Text

File #: 22-522, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, 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 Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4/c (Commercial/condition) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 9879 North Loop Drive Applicant: Hunt Eastlake Industrial, LLC, PZRZ21-00017 [POSTPONED FROM 05-10-2022]

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

AGENDA DATE: May 10, 2022 PUBLIC HEARING DATE: June 7, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 6

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 Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, 9879 North Loop Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4/c (Commercial/condition) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 9879 North Loop Drive Applicant: Hunt Eastlake Industrial, LLC. PZRZ21-00017

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-F (Ranch and Farm) to C-4 (Commercial) to allow for warehouse and industrial development. City Plan Commission recommended 8-0 to approve the proposed rezoning with four conditions on April 21, 2022. The Mission Valley Civic Association President and Corridor 20 Civic Association President were present and spoke in favor of this item at the CPC hearing. As of May 2, 2022, the Planning Division did not receive any communications in support or opposition to the request from the public. 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? <u>X</u> YES <u>NO</u>

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD:

Philip Eine

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING OF TRACT 1C, BLOCK 1 AND TRACT 1A, BLOCK 2, YSLETA GRANT, 9879 NORTH LOOP DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4/C (COMMERCIAL/ CONDITION) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Tract 1C*, *Block 1* and *Tract 1A*, *Block 2*, *Ysleta Grant*, *9879 North Loop 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-F (Ranch and Farm)** to **C-4/c (Commercial/condition)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso 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. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code.
- 2. Access for semi-trailer trucks and cabs shall be prohibited to and from Via Maria Drive. Upon the extension and construction of Via Maria northeasterly toward Interstate-10, access for semi-trailer trucks and cabs to and from Via Maria Drive shall be authorized.
- 3. That prior to issuance of any certificates of occupancy, a six foot (6') high combination masonry/ wrought iron wall be constructed along the property line abutting Via Maria Drive.
- 4. That prior to issuance of any certificates of occupancy, a temporary traffic barricade be installed on Via Maria Drive where it intersects with North Loop Drive.

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:

ATTEST:

Oscar Leeser Mayor

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Wendi N. Vingad Wendi N. Vineyard

Wendi N. Vineyard Assistant City Attorney

ORDINANCE NO.

APPROVED AS TO CONTENT:

Philip Clive Philip F. Eliwe, Director

Philip F. Efiwe, Director Planning & Inspections Department

Zoning Case No: PZRZ21-00017

PZRZ21-00017 9879 North Loop Rezoning Ordinance Partial Lot w/Condition 22-1007-2868 | 1156041 | WNV

Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas June 14, 2021

METES AND BOUNDS DESCRIPTION North Loop Drive Exhibit "A"

FIELD NOTE DESCRIPTION of Tract 1C, Block 1 and Tract 1A, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a set iron rod located at the common boundary corner of Tract 1A, Block 2, Ysleta Grant and Tract 13A, Block 5, Socorro Grant, same being the northerly right-of-way line of North Loop Drive and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said common boundary corner and along the northerly right-of-way line of North Loop Drive, North 38°11'22" West, a distance of 710.71 feet to a found iron rod for corner at the easterly right-of-way of Via Maria Drive;

THENCE, leaving said northerly right-of-way line of North Loop Drive and along the easterly right-of-way of Via Maria Drive, North 32°02'00" East, a distance of 651.02 feet to a found iron rod for corner at the southerly right-of-way line of Mesa Drain;

THENCE, leaving said easterly right-of-way of Via Maria Drive and along the southerly right-of-way line of Mesa Drain, South 39°39'41" East, a distance of 772.45 feet to a found iron rod for corner at the common boundary corner of Tract 1A, Block 2, Ysleta Grant and Tract 13A, Block 5, Socorro Grant;

THENCE, leaving said southerly right-of-way line of Mesa Drain and along the common boundary line of Tracts 1A and 13A, South 37°42'59" West, a distance of 652.09 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 463,461.69 square feet or 10.6396 acres of land more or less.

Carlos M. Jimenez R.P.L.S. # 3950 CAD Consulting Co. 1790 Lee Trevino Drive. Suite 309 El Paso, Texas 79936 (915) 633-6422 I:\M&B\2021\21-1518 North Loop-Hunt.wpd



9879 North Loop Drive

City Plan Commission — April 21, 2022

CASE NUMBER: CASE MANAGER:	PZRZ21-00017 Andrew Salloum, (915) 212-1603, <u>SalloumAM@elpasotexas.gov</u>
PROPERTY OWNER:	Hunt Eastlake Industrial, LLC
REPRESENTATIVE:	CEA Group
LOCATION:	9879 North Loop Drive (District 6)
PROPERTY AREA:	10.55 acres
REQUEST:	Rezone from R-F (Ranch and Farm) to C-4 (Commercial)
RELATED APPLICATIONS:	PLCP21-00004 Comprehensive Plan Amendment
PUBLIC INPUT:	None received as of April 14, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone from R-F (Ranch and Farm) to C-4 (Commercial) to allow for general warehouse and industrial development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. The recommendation is based on the compatibility of the proposed zoning district with the surrounding residential and commercial districts in the immediate area. The proposed rezoning is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are the following:

- 1. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code.
- 2. Access for semi-trailer trucks and cabs shall be prohibited to and from Via Maria Drive. Upon the extension and construction of Via Maria northeasterly toward Interstate-10, access for semi-trailer trucks and cabs to and from Via Maria Drive shall be authorized.
- 3. That prior to issuance of any certificates of occupancy, a six foot (6') high combination masonry/wrought iron wall be constructed along the property line abutting Via Maria Drive.
- 4. That prior to issuance of any certificates of occupancy, a temporary traffic barricade be installed on Via Maria Drive where it intersects with North Loop Drive.

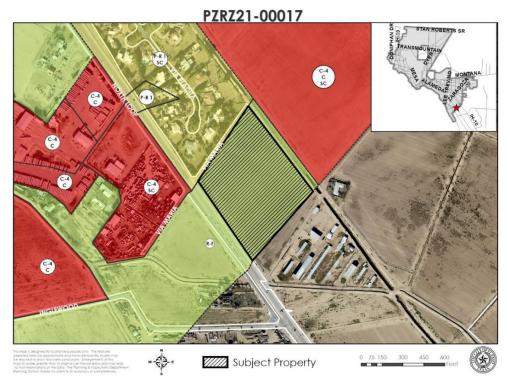


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-F (Ranch and Farm) to C-4 (Commercial) to allow for proposed general warehouse and industrial development. The conceptual site plan shows a new 130,000 square-foot warehouse and industrial building. Access to the subject property is proposed from North Loop Drive.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed C-4 district is consistent with the surrounding residential and heavy commercial districts in the immediate area, and consistent with the established character of the neighborhood. This development is part of a much larger area within the abutting City of Socorro which is currently zoned for light industrial uses. Furthermore, the proposed development meets the intent of the proposed G-7, Industrial and/or Railyards designation of *Plan El Paso* in the Mission Valley planning area.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors: Criteria **Does the Request Comply?** Future Land Use Map: Proposed zone change is Yes, the subject property and the proposed compatible with the Future Land Use designation for developments meet the intent of the proposed G-7 the property: Industrial and/or Railyards Future Land Use designation G-7, Industrial and/or Railyards: This sector of *Plan El Paso*. The proposed development is adjacent applies to industrial parks, large free-standing to residential and commercial lots; therefore, has the industrial uses, refineries, non-military airfields, potential to repurpose the lot for commercial and trucking terminals, and mines, all on large tracts in industrial employment for the area. 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 proposed commercial development is Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding consistent with the commercial development in the the site: neighborhood. Commercial uses are common and C-4 (Commercial) District: The purpose of this appropriate in this sector. The surrounding properties district is to provide for locations for the most are zoned P-R I (Planned-Residential I) and C-4 intensive commercial uses intended to serve the (Commercial). Therefore, the proposed development the potential to provide entire city. It is intended that the district has employment regulations permit heavy commercial opportunities. uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a				
proposed rezoning is in accordance with <i>Plan El Paso</i> , consider the following factors:				
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 North Loop Drive which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan. Additionally, Via Maria Drive is designated a minor arterial as per the City of El Paso's Major Thoroughfare Plan. It will need to be improved as required at the subdivision stage since it is substandard.			
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 in transition and the proposed development is compatible with the existing commercial zoning properties to the north.			
Socioeconomic & Physical Conditions : Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The area is in transition from inactive agricultural uses for the property. The established neighborhood is comprised of a mix of residential and commercial development. There have been recent rezoning requests for this area to the northwest and northeast in 1982 and 2021, respectively.			

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders North Loop Drive, which is designated a major arterial as per the City of El Paso's Major Thoroughfare Plan. Access is proposed from North Loop Drive and is adequate to serve the development. Additionally, Via Maria Drive is designated a minor arterial as per the City of El Paso's Major Thoroughfare Plan. It will need to be improved as required at the subdivision stage since it is substandard.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed rezoning. Per Streets and Maintenance Department, the traffic impact analysis (TIA) can be deferred to the platting/subdivision stage, however, a Detailed Site Development Plan (DSDP) will be needed during the platting/subdivision stage when the TIA requirement will be determined. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of the Mission Valley Civic Association and Corridor 20 Civic Association, which were notified by the applicant prior to submittal of the Rezoning Application. The Planning & Inspections Department of the City of El Paso, in conjunction with the office of Representative Claudia Rodriguez, held a virtual community meetings January 24, 2022 providing information on the proposed rezoning however no residents from the community attended the meeting. As required, public notices were mailed to property owners within 300 feet on February 10, 2022. Additionally, on March 14, 2022 the applicants met with the

presidents of the Corridor 20 Civic Association and Mission Valley Civic Association. A follow up meeting was held on April 13, 2022. As of April 14, 2022, the Planning Division did not receive any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: PLCP21-00004 Comprehensive Plan Amendment.

CITY PLAN COMMISSION OPTIONS:

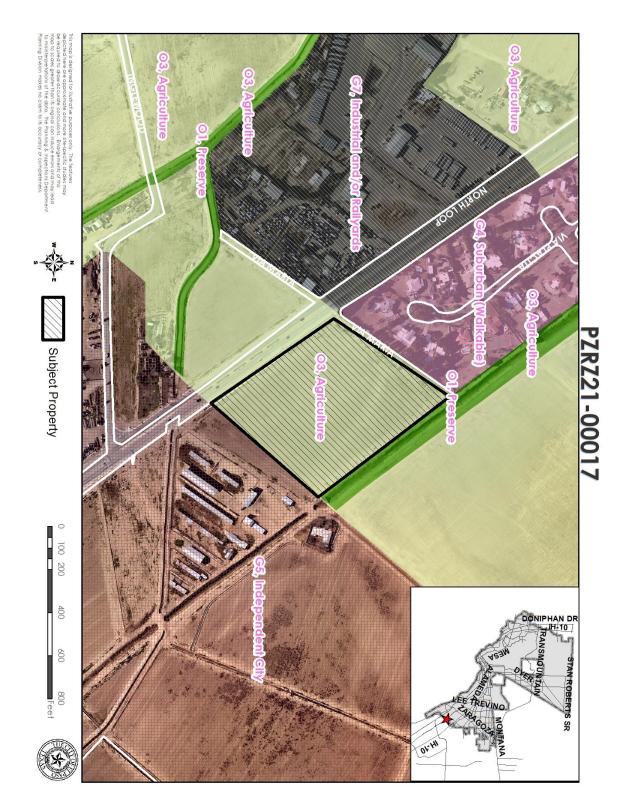
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

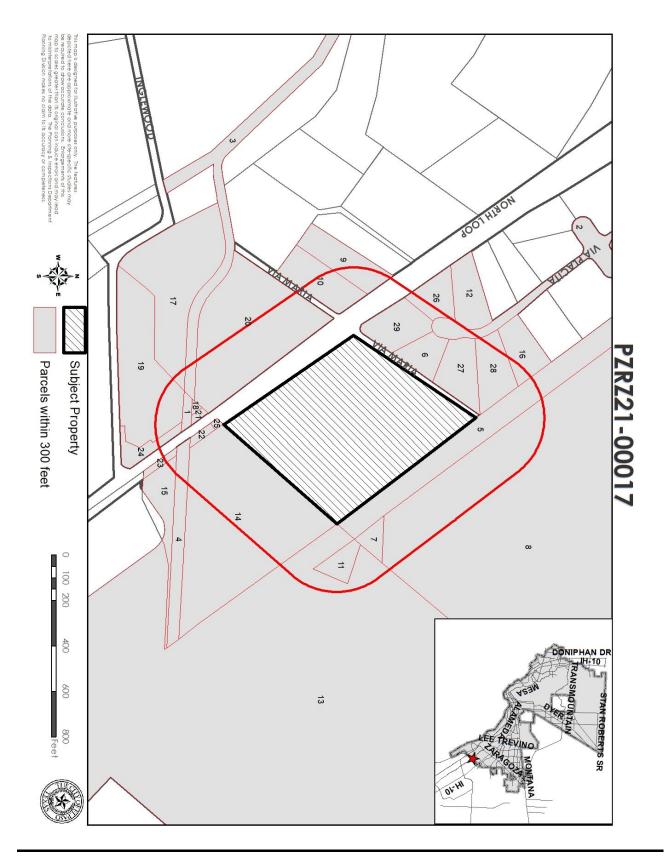
- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend 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.

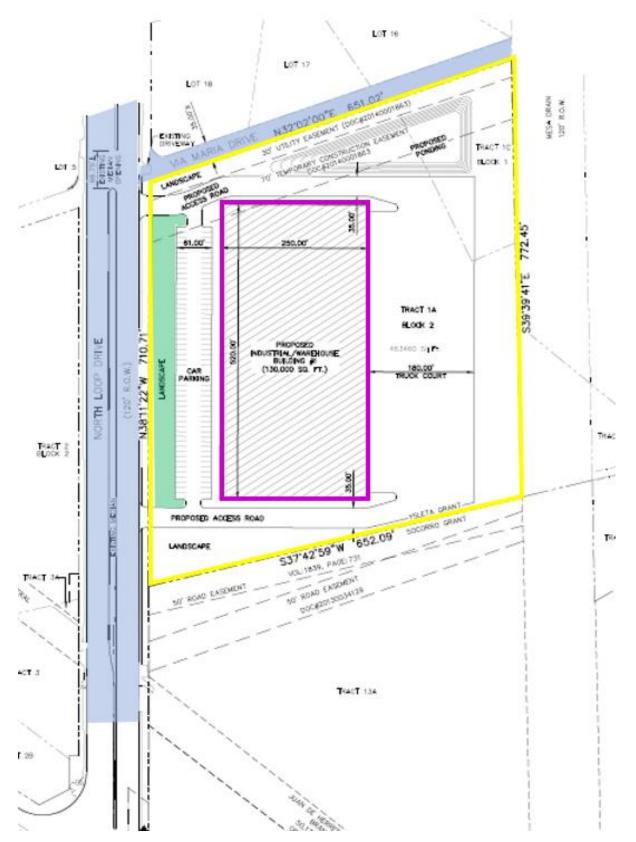
4

ATTACHMENTS:

- 1. Future Land Use Map
- 2. Neighborhood Notification Boundary Map
- 3. Conceptual Site Plan
- 4. Department Comments







Planning and Inspections Department – Planning Division

Staff recommends APPROVAL WITH CONDITIONS of the request. The recommendation is based on the compatibility of the proposed zoning district with the surrounding residential and commercial districts in the immediate area. The proposed rezoning is consistent with Plan El Paso, the City's adopted Comprehensive Plan. The conditions are the following:

1. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code.

2. Access for semi-trailer trucks and cabs shall be prohibited to and from Via Maria Drive.

Planning and Inspections Department – Plan Review

No objections to rezoning.

Planning and Inspections Department – Land Development

No objections to rezoning.

Street and Maintenance Department

The TIA can be deferred to the platting/subdivision stage, however, a DSDP will be needed during the platting/subdivision stage when the TIA requirement will be determined.

Note: All driveway and sidewalk improvements shall be constructed in current compliance with all applicable City of El Paso Municipal Codes / Ordinances

Texas Department of Transportation (TxDOT)

Please adhere to the TxDOT access management manual for driveway spacing minimums (the minimum spacing is 360 feet for this location)
Submit for a TxDOT permit for all work on state ROW
Note: the comments will be addressed at Subdivision stage.

Fire Department

No adverse comments.

Sun Metro No objections.

El Paso Water

El Paso Water (EPWU) does not object to this request.

North Loop Rd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within North Loop Rd. right-of-way requires written permission from TxDOT.

Water:

There is an existing 12-inch diameter water main along North Loop Rd., approximately 5-feet south of the property. This main is available for Service.

Previous water pressure from fire hydrant #6634 located on North Loop Rd. approximately 270 feet ease of the intersection of North Loop Rd. and Via Maria, has yielded a static pressure of 104 psi, a residual pressure of 90 psi, and a discharge of 1,061 gallons per minute. 13. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 60-inch sanitary sewer interceptor along a 25-foot PSB easement East of Via Maria Rd. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is a 48-inch diameter sanitary sewer interceptor along Via Maria, approximately 15 feet west of the property. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is a 60-inch diameter sanitary sewer interceptor along Mesa Drain, approximately 10 feet north of the property. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

General:

Sanitary sewer main extensional along an easement will be required to provide service. Owner is responsible for main extension costs and easement acquisition and costs.

Mesa Drain is an El Paso County Water Improvement District No. 1 facility. Permits for installation of sanitary sewer main and manholes within the right of way are required. Owner/Developer is responsible for permit, survey and consideration fees.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of setting appurtenant structures to final grade.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd Floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

9

El Paso Water – Stormwater Engineering

The proposed pond shown shall be able to retain the runoff generated by a 100yr. storm event.

El Paso County Water Improvement District #1

EPCWID1 has no comments on the above mentioned item.



Legislation Text

File #: 22-523, 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 amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tract 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O -3, Agriculture to G-4, Suburban (Walkable).

Subject Property: North of Inglewood Drive and West of North Loop Drive Applicant: BRE Development, LLC. PLCP21-00005 [POSTPONED FROM 05-10-2022]

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

AGENDA DATE: May 10, 2022 PUBLIC HEARING DATE: June 7, 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 amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as Tract 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-4, Suburban (Walkable).

Subject Property: North of Inglewood Drive and West of North Loop Drive Applicant: BRE Development, LLC. PLCP21-00005

BACKGROUND / DISCUSSION:

The applicant is requesting to revise the Future Land Use Map designation from O-3, Agriculture to G-4, Suburban (Walkable). City Plan Commission recommended 6-0 to approve the proposed amendment on February 24, 2022. 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

DEPARTMENT HEAD:

Philip Eine

ORDINANCE NO.

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP (FLUM) CONTAINED IN "PLAN EL PASO" FOR THE PROPERTIES LEGALLY DESCRIBED AS TRACT 2, 2B, AND 3D, BLOCK 2, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM 0-3, AGRICULTURE TO G-4, SUBURBAN (WALKABLE).

WHEREAS, *Plan El Paso*, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan provides a basis for the City's regulations and policies that directs its physical and economic development; and

WHEREAS, the Future Land Use Map (FLUM) is one of the policies adopted by the El Paso City Council contained within the Comprehensive Plan which identifies desired land use patterns; and

WHEREAS, the City's Future Land Use Map serves as a guide to the type and manner of future development for the City of El Paso; and

WHEREAS, when changes and amendments to the zoning map are requested, the reviewing City departments and the City Plan Commission must make recommendations regarding the conformity of the proposed change to the City's Comprehensive Plan; and

WHEREAS, in some instances when a request to amend the zoning map does not conform to the Future Land Use Map, an amendment to that map may be required; and

WHEREAS, the City Plan Commission, after conducting a public hearing, recommended the proposed amendment to the Future Land Use Map; and

WHEREAS, after conducting a public hearing, the proposed amendment to the Future Land Use Map of *Plan El Paso* will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in *Plan El Paso*.

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

PLCP21-00005

- 1. That the areas identified in "Exhibit A" and legally described Tract 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, be incorporated into the City's Comprehensive Plan, *Plan El Paso*, for all the purposes, including amending the Future Land Use Map from O-3, Agriculture to G-4, Suburban (Walkable).
- 2. That *Plan El Paso* and its related documents, as herein modified, shall remain in full force and effect as to the long range general policies for guiding growth and development in the City.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Ward N. Vingad

Wendi N. Vineyard Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Tive

Philip Etiwe, Director Planning & Inspections Department

PLCP21-00005

Being All of Tracts 2, 2B and 3D, Block 2 Ysleta Grant, El Paso County, Texas February 26, 2021

METES AND BOUNDS DESCRIPTION North Loop Drive Exhibit "A"

FIELD NOTE DESCRIPTION of Tracts 2, 2B and 3D, Block 2, Ysleta Grant, El Paso County, Texas being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 1/2 rebar at the notherwest boundary corner of Tract 2, same being the westerly right-of-way line of North Loop Drive and the southerly right-of-way line of Via Maria Drive (35' R.O.W.) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said southerly right-of-way line of Via Maria Drive and along the westerly right-of-way line of North Loop Drive, South 38°16'00" East, a distance of 691.95 feet to a point for corner along the westerly right-of-way line of North Loop Drive;

THENCE, leaving said westerly right-of-way line of North Loop Drive, South 37°44'00" West, a distance of 475.83 feet to a point for corner at the northerly right-of-way line of Inglewood Drive;

THENCE, along said northerly right-of-way line of Inglewood Drive, South 86°06'06" West, a distance of 297.23 feet to a ½ rebar for corner;

THENCE, continuing along said northerly right-of-way line of Inglewood Drive, South 68°20'15" West, a distance of 42.81 feet to a point for corner;

THENCE, continuing along said easterly right-of-way line of Inglewood Drive, North 35°22'00" West, a distance of 305.05 feet to a found 5/8 rebar for corner at the common boundary corner of Tracts 3D, 19B1 and the easterly right-of-way line of Inglewood Drive;

THENCE, leaving said easterly right-of-way line of Inglewood Drive, North 75°01'00" East, a distance of 6.10 feet to a found 1/2 rebar for corner;

THENCE, North 31°29'00" West, a distance of 207.00 feet to a found 1/2 rebar for corner at the southerly right-of-way line of Juan De Herrera Lateral;

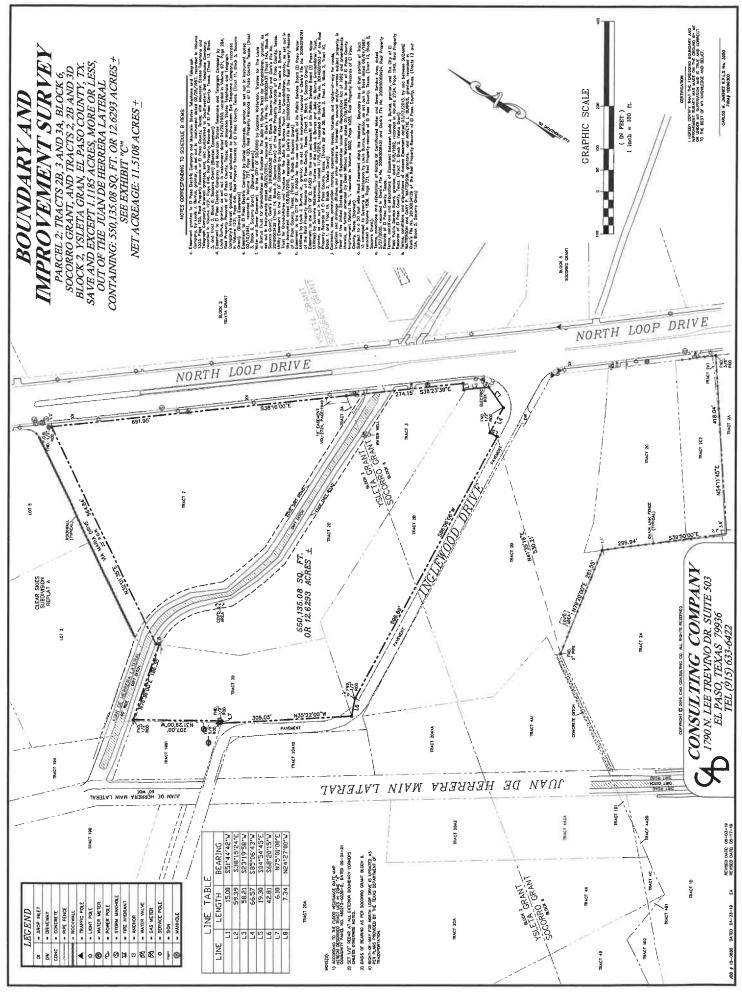
THENCE, along said southerly right-of-way line of Juan De Herrera Lateral, North 76°36'00" East, a distance of 186.35 feet to a point for corner;

THENCE, leaving said southerly right-of-way line of Juan De Herrera Lateral, North 24°27'00" West, a distance of 7.34 feet to a point for corner;

THENCE, crossing Juan De Herrera Lateral and along the southerly right-of-way line of Via Maria Drive and the common boundary line of Tract 2, North 32°01'35" East, a distance of 564.84 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 457,109.94 square feet or 10.4938 acres of land more or less.

CAD Consulting Co. 1790 Lee Trevino Drive. Suite 503 El Paso, Texas 79936 (915) 633-6422 I:\M&B\2021\21-0557_N. Loop (Tracts 2,2B and 3D)





North of Inglewood Drive and West of North Loop Drive

City Plan Commission — February 24, 2022

PLCP21-00005
David Samaniego, (915)212-1608, SameniegoDC@elpasotexas.gov
BRE Development, LLC
CEA Group
North of Inglewood Drive and West of North Loop Drive (District 6)
10.49 acres
Adjust the Future Land Use designation from O-3, Agriculture to G-
4, Suburban (Walkable)
PZRZ21-00035, Rezoning
N/A

SUMMARY OF REQUEST: The applicant is requesting an amendment to *Plan El Paso*, the City's comprehensive plan, to amend the Future Land Use designation from O3, Agriculture to G-4, Suburban (Walkable), to accommodate a proposed apartment and office development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in keeping with the character of the adjacent residential, industrial, and agricultural development and the policies of *Plan El Paso* for the G-4, Suburban (Walkable) Future Land Use designation.

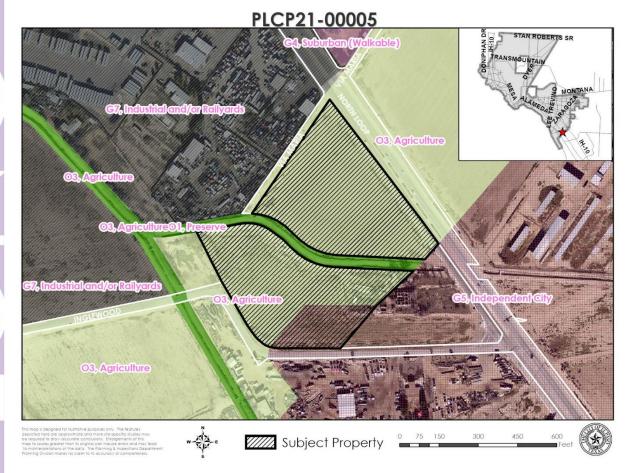


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is proposing to amend the Future Land Use designation on a 10.49-acre property in order to allow for development of apartment and office. The existing O-3 Agriculture Use designation is no longer appropriate for the area. The G-4, Suburban designation is in character with the proposed development for the property, which is similar in scale and character to the nearby industrial development along North Loop Drive and Inglewood Drive. This case is related to application number PZRZ21-00035, which requests to rezone part of the subject area from R-F (Ranch and Farm) to A-O (Apartment/Office) to allow for a proposed apartment and office development.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: Properties in the City limits to the north of the subject property has the G-4, Suburban (Walkable), O-1, Preserve and G-7, Industrial and/or Railyards designation and are currently vacant farmland, residential development and consist of heavy truck storage and repair uses. To the west, properties has the G-7, Industrial and/or Railyards and future proposed general warehouse and industrial development. All properties to the south are outside El Paso City limits and feature farmland uses.

COMPLIANCE WITH PLAN EL PASO – When evaluating whether a proposed adjustment is in accordance with Plan El Paso, consider the following factors:

Criteria	Does the Request Comply?
Future Land Use Map: Proposed Future Land Use	Plan El Paso identifies the G-4 designation as
designation for the property:	appropriate for apartment and office uses, which is in
G-4, Suburban (Walkable): This sector applies to	keeping with the proposed uses. The associated
modern single-use residential subdivisions and	rezoning to A-O will ensure that any future proposed
office parks, large schools and parks, and suburban	uses will remain compatible with the G-4 designation.
shopping centers. This sector is generally stable but	In addition, the subject property is accessed from North
would benefit from strategic suburban retrofits to	Loop Drive and Inglewood Drive which are classified as
supplement the limited housing stock and add	a major arterial and collector street, respectively, per
missing civic and commercial uses.	the City of El Paso's Major Thoroughfare Plan and is
	adequate to serve the proposed uses.
Preferred Development Locations: Is the property in a	N/A
"Compact Urban" area?	

THE PROPOSED DESGINATION'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER		
EVALUATING THE FOLLOWING FACTORS:		
Historic District or Special Designations & Study Area	N/A	
Plans: Any historic district or other special designations		
that may be applicable. Any adopted small area plans,		
including land-use maps in those plans.		
Potential Adverse Effects: Potential adverse effects	Development of the subject property will bring higher	
that might be caused by approval or denial of the	intensity uses into close proximity with existing	
requested change.	residential, commercial, and agricultural uses.	
Natural Environment: Anticipated effects on the	The subject property is currently inactive farmland. The	
natural environment.	existing irrigation canals and drainage laterals will be	
	buffered from development.	
Stability: Whether the area is stable or in transition.	The surrounding area is in transition from farmland to	
	employment supportive uses.	
Socioeconomic & Physical Conditions: Any changed	Agricultural uses have ceased on the subject property	
social, economic, or physical conditions that make the	and there is increased development in the area. The	
existing designation no longer suitable for the property.	area is in transition.	

CITY PLAN COMMISSION OPTIONS:

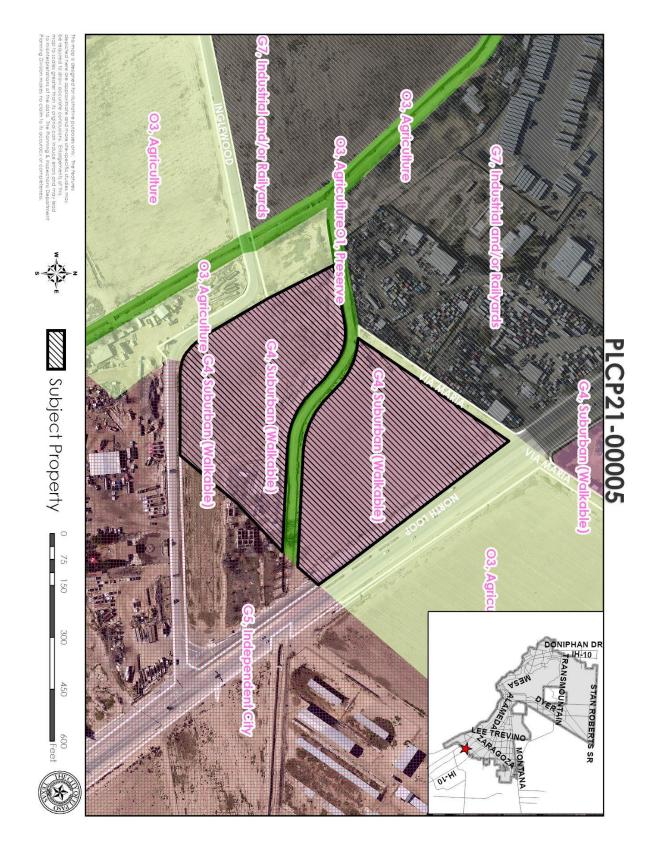
The City Plan Commission (CPC) has the authority to advise City Council on changes to the Comprehensive Plan. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

3

ATTACHMENTS:

1. Proposed Future Land Use Map





Legislation Text

File #: 22-524, 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 changing the zoning of Tracts 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to A-O/c (Apartment/Office/condition), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Inglewood Drive and West of North Loop Drive Applicant: BRE Development, LLC. PZRZ21-00035 [POSTPONED FROM 05-10-2022]

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

AGENDA DATE: May 10, 2022 PUBLIC HEARING DATE: June 7, 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 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of Tracts 2, 2B, and 3D, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to A-O/c (Apartment/Office/condition), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Inglewood Drive and West of North Loop Drive Applicant: BRE Development, LLC. PZRZ21-00035

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-F (Ranch and Farm) to A-O (Apartment/Office) to allow for apartment and office development. City Plan Commission recommended 6-0 to approve the proposed rezoning with three conditions on February 24, 2022. The Mission Valley Civic Association President was present and spoke in favor of this item at the CPC hearing. As of April 4, 2022, the Planning Division did not receive any communications in support or opposition to the request from the public.

Additionally, on April 21, 2022, this item was reconsidered by the City Plan Commission to reconsider revised language for condition number 2. On April 21, 2002, the City Plan Commission recommended 8-0 to approve the proposed amended condition language. The Mission Valley Civic Association President was present and spoke in favor of this item at the CPC hearing. As of May 2, 2022, the Planning Division received a letter via email in opposition to the request from the public. 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

DEPARTMENT HEAD:

Philip Tiwe

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING OF TRACTS 2, 2B, AND 3D, BLOCK 2,YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO A-O/C (APARTMENT/OFFICE/CONDITION), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Tracts 2, 2B and 3D, Block 2, Ysleta Grant, 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-F (Ranch and Farm)** to **A-O/c (Apartment/Office/condition)**, 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)Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code; and,

2) Prior to the issuance of building permits, land shall be dedicated and improvements be constructed for the extension of Via Maria, improvements shall be in accordance with Title 19, the City's Subdivision Ordinance.

3) Access for semit-trailer trucks and cabs shall be prohibited to and from Via Maria Drive.

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:

ATTEST:

Oscar Leeser Mayor

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Werd N. Vizad

Wendi N. Vineyard Assistant City Attorney

ORDINANCE NO.

APPROVED AS TO CONTENT:

Philip <u>Tiwe</u> Philip F. Etiwe, Director

Philip F. Étiwe, Director Planning & Inspections Department

Zoning Case No: PZRZ21-00035

Being All of Tracts 2, 2B and 3D, Block 2 Ysleta Grant, El Paso County, Texas February 26, 2021

METES AND BOUNDS DESCRIPTION North Loop Drive Exhibit "A"

FIELD NOTE DESCRIPTION of Tracts 2, 2B and 3D, Block 2, Ysleta Grant, El Paso County, Texas being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 1/2 rebar at the notherwest boundary corner of Tract 2, same being the westerly right-of-way line of North Loop Drive and the southerly right-of-way line of Via Maria Drive (35' R.O.W.) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said southerly right-of-way line of Via Maria Drive and along the westerly right-of-way line of North Loop Drive, South 38°16'00" East, a distance of 691.95 feet to a point for corner along the westerly right-of-way line of North Loop Drive;

THENCE, leaving said westerly right-of-way line of North Loop Drive, South 37°44'00" West, a distance of 475.83 feet to a point for corner at the northerly right-of-way line of Inglewood Drive;

THENCE, along said northerly right-of-way line of Inglewood Drive, South 86°06'06" West, a distance of 297.23 feet to a ¹/₂ rebar for corner;

THENCE, continuing along said northerly right-of-way line of Inglewood Drive, South 68°20'15" West, a distance of 42.81 feet to a point for corner;

THENCE, continuing along said easterly right-of-way line of Inglewood Drive, North 35°22'00" West, a distance of 305.05 feet to a found 5/8 rebar for corner at the common boundary corner of Tracts 3D, 19B1 and the easterly right-of-way line of Inglewood Drive;

THENCE, leaving said easterly right-of-way line of Inglewood Drive, North 75°01'00" East, a distance of 6.10 feet to a found 1/2 rebar for corner;

THENCE, North 31°29'00" West, a distance of 207.00 feet to a found 1/2 rebar for corner at the southerly right-of-way line of Juan De Herrera Lateral;

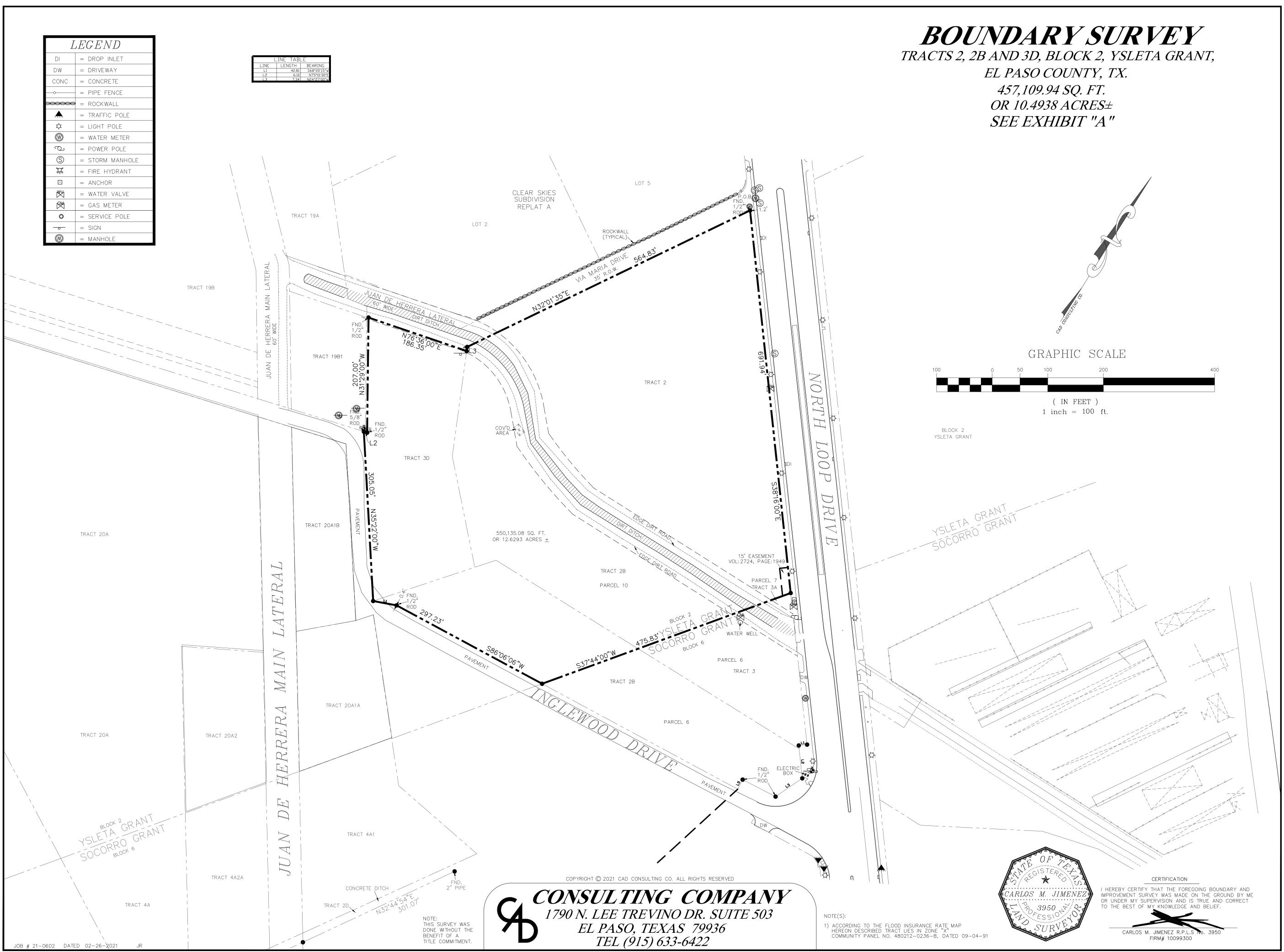
THENCE, along said southerly right-of-way line of Juan De Herrera Lateral, North 76°36'00" East, a distance of 186.35 feet to a point for corner;

THENCE, leaving said southerly right-of-way line of Juan De Herrera Lateral, North 24°27'00" West, a distance of 7.34 feet to a point for corner;

THENCE, crossing Juan De Herrera Lateral and along the southerly right-of-way line of Via Maria Drive and the common boundary line of Tract 2, North 32°01'35" East, a distance of 564.84 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 457,109.94 square feet or 10.4938 acres of land more or less.

CAD Consulting Co. 1790 Lee Trevino Drive. Suite 503 El Paso, Texas 79936 (915) 633-6422 I:\M&B\2021\21-0557_N. Loop (Tracts 2,2B and 3D)





North of Inglewood Drive and West of North Loop Drive



City Plan Commission — April 21,2022 (RECONSIDERATION)

CASE NUMBER:	PZRZ21-00035 (REVISED)
CASE MANAGER:	Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	BRE Development, LLC
REPRESENTATIVE:	CEA Group
LOCATION:	North of Inglewood Drive and West of North Loop Drive (District 6)
PROPERTY AREA:	10.49 acres
REQUEST:	Rezone from R-F (Ranch and Farm) to A-O (Apartment/Office)
RELATED APPLICATIONS:	PLCP21-00005 (Comprehensive Amendment)
PUBLIC INPUT:	Received a letter of inquiry as of February 24, 2022. As of April 21,
	2022, received a letter of inquiry after renotification.

SUMMARY OF REQUEST: The applicant is requesting to reconsider the wording for condition number two. The request to rezone from R-F (Ranch and Farm) to A-O (Apartment/Office) to allow for apartment and office development remains unchanged.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request with the following conditions:

1. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code; and,

Previous condition 2:

2. Prior to the issuance of building permits, land shall be dedicated and improvements be constructed for the extension of Via Maria over the lateral and to connect to Inglewood Dr., improvements shall be in accordance with Title 19, the City's Subdivision Ordinance.

Proposed condition 2:

- 2. Prior to the issuance of building permits, land shall be dedicated and improvements be constructed for the extension of Via Maria, improvements shall be in accordance with Title 19, the City's Subdivision Ordinance.
- 3. Access for semi-trailer trucks and cabs shall be prohibited to and from Via Maria Drive.

The proposed zoning district is compatible with the surrounding residential and commercial districts in the immediate area and consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

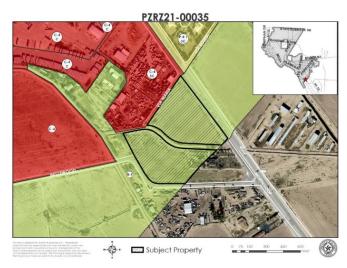


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to reconsider the wording for condition number 2. The revised condition wording will allow Via Maria to be extended in a more safe and sensible engineering based alignment, and will also allow for the future opportunity to re-align Inglewood Dr. in a more sensible and safe manner.

The request to rezone from R-F (Ranch-Farm) to A-O (Apartment/Office) remains unchanged. The rezoning request remains to allow for proposed apartment complex and office development. The conceptual site plan shows a new twenty-five (25) apartment complex, clubhouse, and three (3) office buildings. Access to the subject property is provided from North Loop Drive and Inglewood Drive.

PREVIOUS CASE HISTORY: On February 24, 2022, City Plan Commission (CPC) recommended approval of rezoning request for the subject property from R-F (Ranch and Farm) to A-O (Apartment/Office) to allow for proposed apartment complex and office development with the following conditions:

- 1. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code; and,
- 2. Prior to the issuance of building permits, land shall be dedicated and improvements be constructed for the extension of Via Maria over the lateral and to connect to Inglewood Dr., improvements shall be in accordance with Title 19, the City's Subdivision Ordinance.
- 3. Access for semi-trailer trucks and cabs shall be prohibited to and from Via Maria Drive.

Additionally, CPC recommended approval of the proposed comprehensive amendment from O-3, Agriculture to G-4, Suburban (Walkable) to accommodate a proposed apartment and office development.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed district is consistent with the surrounding residential and heavy commercial districts in the immediate area, and in in character with the established e neighborhood surrounding the subject property. Furthermore, the proposed development meets the intent of the proposed G-4, Suburban (Walkable) designation of *Plan El Paso* in the Mission Valley planning area.

COMPLIANCE WITH <i>PLAN EL PASO</i> /REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i> , consider the following factors:		
Criteria	Does the Request Comply?	
 Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: <u>G-4, Suburban (Walkable):</u> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses. 	Yes. The subject property is proposed to be developed into residential and office developments, which are in character with the future land use designation of <i>Plan El Paso</i> . The proposed development is adjacent to residential and commercial lots; therefore, has the potential to repurpose the lot for residential and provide employment to the area. The proposed development addressees the need a mixed use of apartment and office. and has the potential to reduce travel and infrastructure needs.	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: <u>A-O (Apartment/Office) District</u> : The purpose of the district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes, the proposed apartment and office development uses are consistent with the residential and commercial neighborhood. Apartment and office uses are common and appropriate in this sector. The surrounding properties are zoned C-4 (Commercial) and R-F (Ranch and Farm). Therefore, has the potential to repurpose the lot for apartment and office development and provide employment opportunities.	
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	Yes, the property is located on North Loop Drive and Inglewood Drive, and Via Maria Drive which are classified as a major arterial, collector, and local respectively on 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 <i>Plan El Paso</i> , consider the following factors:

being the only property on the block with an alternative zoning district, density, use and/or land use. 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: N/A. The proposed development is not within any historic Any historic district or other special designations that may be districts or study area plan boundaries. applicable. Any adopted small areas plans, including land-use maps in those plans. Potential Adverse Effects: Potential adverse effects that The proposed development is not anticipated to pose any might be caused by approval or denial of the requested adverse effects on the community. The proposed rezoning. development will match development immediately surrounding the subject property. Natural Environment: Anticipated effects on the natural Subject property does not involve environment. greenfield/environmentally sensitive land or arroyo disturbance. Stability: Whether the area is stable or in transition. The area is transition and the proposed development is compatible with the existing commercial zoning properties to the northwest, northeast, and west. Socioeconomic & Physical Conditions: Any changed social, The proposed development is in transition from inactive economic, or physical conditions that make the existing agricultural uses for the property. The established zoning no longer suitable for the property. neighborhood is comprised of a residential and commercial development. There have been recent rezoning requests for this area to the northwest, north and west in 1975, 1979 and 2021 respectively.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders North Loop Drive, Inglewood Drive, and Via Maria Drive which are designated a major arterial, collector, and local street respectively as per the City of El Paso's Major Thoroughfare Plan. Access is proposed from North Loop Drive. It is adequate to serve the development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed rezoning. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of the Mission Valley Civic Association and Corridor 20 Civic Association, which was notified prior to submittal of the Rezoning Application. As required, public notices were mailed to property owners within 300 feet on February 10, 2022. As of February 24, 2022, the Planning Division did not receive any communication in support or opposition to the request from the public. However, staff received a letter of inquiry, see attachment 5.

Additionally, as required for reconsideration, public notices were mailed to property owners within 300 feet on April 7, 2022. As of April 21, 2022, the Planning Division did not receive any communication in support or opposition to the request from the public. Staff did receive a letter of inquiry, see attachment 6.

RELATED APPLICATIONS: PLCP21-00005 Comprehensive Plan Amendment.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

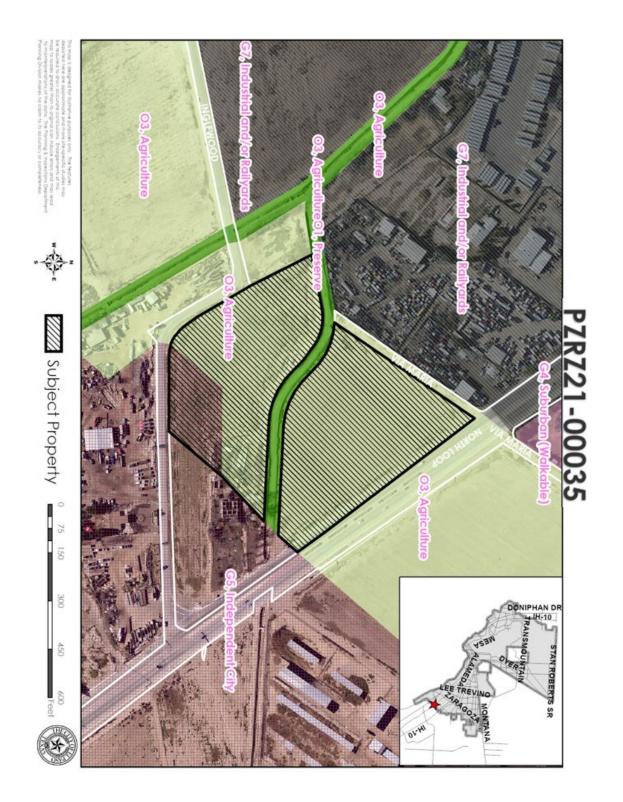
- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 2. **Recommend 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)

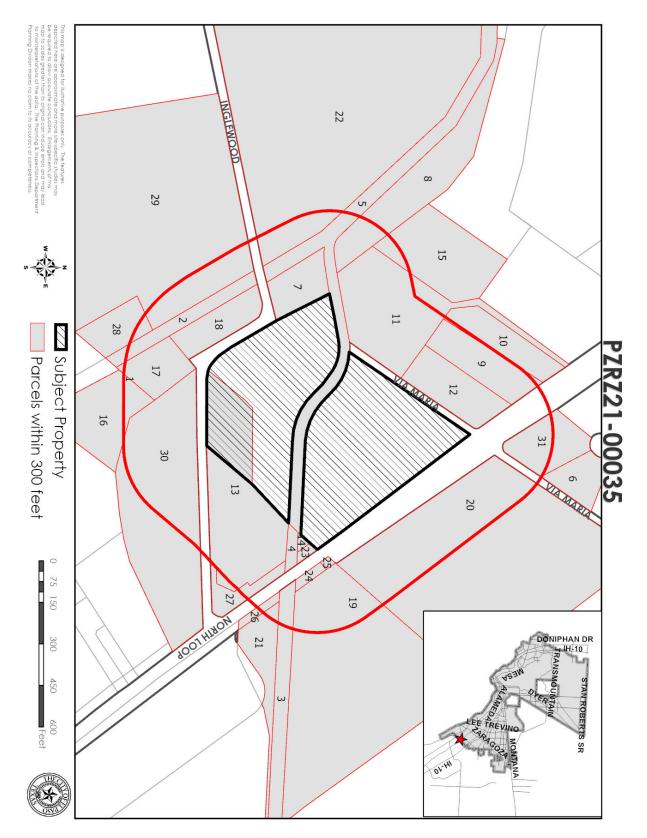
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

4

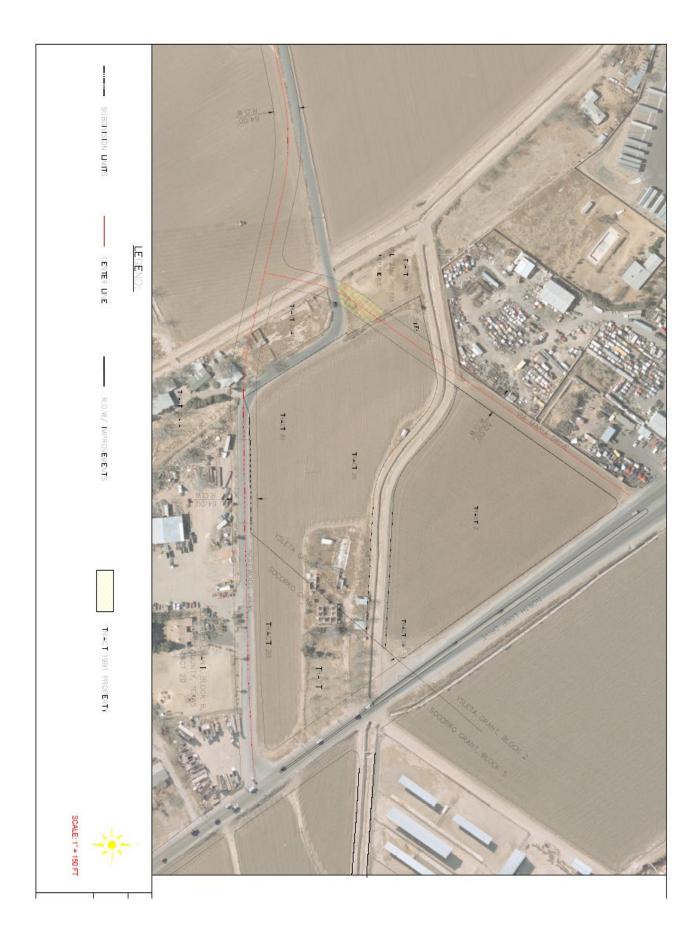
ATTACHMENTS:

- 1. Future Land Use Map
- 2. Neighborhood Notification Boundary Map
- 3. Conceptual Site Plan
- 4. Department Comments
- 5. Letter of inquiry
- 6. Letter of inquiry









Planning and Inspections Department – Planning Division

Staff recommends **APPROVAL** of the request with the following conditions:

1. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code; and,

Previous condition 2:

2. Prior to the issuance of building permits, land shall be dedicated and improvements be constructed for the extension of Via Maria over the lateral and to connect to Inglewood Dr., improvements shall be in accordance with Title 19, the City's Subdivision Ordinance.

New condition 2:

- 2. Prior to the issuance of building permits, land shall be dedicated and improvements be constructed for the extension of Via Maria, improvements shall be in accordance with Title 19, the City's Subdivision Ordinance.
- 3. Access for semi-trailer trucks and cabs shall be prohibited to and from Via Maria Drive.

Planning and Inspections Department – Plan Review and Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature.

No objections to proposed rezoning.

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

No objections to proposed rezoning.

Street and Maintenance Department

Reviewing the TIA report we noticed that the latest edition of the ITE trip generation manual was not used for the pick hours trip generated at the location.

TIA scoping meeting must be conducted prior to the submittal of the TIA report.

Please provide traffic signal timing sheets for the study intersections and the appendix.

Please provide the complete information, number of units, apartments floors/ levels /stories and the area of the commercial building size.

There is a discrepancy on the area described on the application (10.49 AC) and the plat (12.60 AC).

Note: All driveway and sidewalk improvements shall be constructed in current compliance with all applicable City of El Paso Municipal Codes / Ordinances.

Note: The comments will be addressed at Subdivision stage.

Note: No issues with the proposed re-alignment of Via Maria (as per meeting held 4/6/2022).

Texas Department of Transportation (TxDOT)

- Please adhere to the TxDOT access management manual for driveway spacing minimums (the minimum spacing is 360 feet for this location)

-Submit for a TxDOT permit for all work on state ROW

Note: the comments will be addressed at Subdivision stage.

Fire Department

Fire plan review may have issue with the R-2 access drives to the property. They appear to be too close together and the turning radius for right-hand turn from the angled drive on the left may not meet code. Turn-arounds for fire department vehicles may be needed if dead end drives exceed 250' per 2015 EPFD amendments. New 2021 codes to be adopted later this year. Unsure if that amendment will carry over to new codes.

El Paso County 911 District

The 911 District has no comments/concerns regarding this zoning.

El Paso Police Department

My only comment if/and when the property is developed that the COEP/Socorro boundaries are clearly marked somehow. This so that residents and emergency response personnel can clearly see what agency is responsible for a response. Also this will help 911 determine quickly who to dispatch. Seconds matter. This will also help with tracking statistical information.

El Paso Water

Juan De Herrera Lateral is an El Paso County Improvement District No. 1 facility. Licenses for installation of water main within the lateral are required. Lot owner is responsible for permit, survey and consideration fees.

EPWater-PSB anticipates providing water and sanitary sewer service by on-site main extensions. Water mains are to be extended to create a looped system. EPWater-PSB requests that site be graded so that sanitary sewer may be provided by gravity. All water and sanitary sewer main extension costs are the responsibility of the Owner/Developer.

Water:

There is an existing 8-inch diameter water main extending along Via Maria Ln., located approximately 5-feet north of the south right-of-way line. This main is available for extension.

There is an existing 12-inch diameter water main extending along North Loop Dr., located approximately 5-feet west of the east right-of-way line.

EPWater records indicate a master meter for the El Paso Lower Valley Water District Authority located in an easement at the southeast corner of Tract 2.

Previous water pressure from fire hydrant #6634, located on North Loop Dr. approximately 253-feet south of Via Maria Ln., has yielded a static pressure of 104 (psi), a residual pressure of 90 (psi), and a discharge of 1,061 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sewer:

There is an existing 48-inch diameter sanitary sewer main extending along Via Maria Ln., located approximately 15feet north of the south right-of-way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 60-inch diameter sanitary sewer main extending along a 30-foot easement on the western portions of Tract 2, 2B, and 3D. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

General:

Water mains are to be extended to create a looped system. Owner is responsible for all main extensions' costs.

North Loop Dr. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within North Loop Dr. right-of-way requires written permission from TxDOT.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWU-PSB easement without the written consent of EPWU-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 EPWU-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWU maintenance vehicles. EPWU-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater requires a new service application to provide service 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 – 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.

• The proposed ponding areas shown, shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the ponds as "Private".

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El Paso County Water Improvement District #1

EPCWID1 has no comments on the above mentioned item.

Salloum, Andrew M.

From:	Salloum, Andrew M.
Sent:	Monday, February 21, 2022 7:12 AM
To:	Lawrence Angus
Subject:	RE: Case: PZRZ21-00035

Good morning Ms. Angus,

Received your letter. It will be provided to the City Plan Commissioners. Thank you.

Regards, Andrew Salloum | Senior Planner P: 915.212.1603 A: 801 Texas Ave. El Paso, TX 79901 E: SalloumAM@elpasotexas.gov ElPasoTexas.gov | Take Our Survey



Planning & Inspections Department City of El Paso

From: Lawrence Angus <lantana45@att.net> Sent: Sunday, February 20, 2022 1:57 PM To: Salloum, Andrew M. <SalloumAM@elpasotexas.gov> Subject: Case: PZRZ21-00035

You don't often get email from lantana45@att.net. Learn why this is important

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Dear Mr. Salloum,

I would be obliged if you would relay the attached letter to the City Plan Commission for the meeting scheduled on February 24, 2022.

Please let me know that you have received this.

Sincerely,

Barbara J. Angus 601 Inglewood Drive El Paso, TX 79927 (915) 859-7928

1

601 Inglewood Drive El Paso, TX 79927

February 20, 2022

City Plan Commission c/o Planning Division PO Box 1890 El Paso, TX 79950-1890

Ref. Case: PZRZ21-00035

Dear City Plan Commission Members:

My name is Barbara J. Angus. I am writing in regard to the request for changing the zoning of Tracts 2, 2B, and 3D, Block 2, Ysleta Grant, from R-F (Ranch and Farm) to A-O (Apartment/Office). I am the owner (my husband, Lawrence S. Angus, having died in November 2021) of the properties marked 7 and 8 on your map.

My personal opinion is that gravity fed, irrigated farmland in this county is a limited resource and should not be built upon. El Paso Water does its best to anticipate future water needs and shortages. Given the empty shelves I have occasionally seen the last few years at Walmart, the City and County may eventually need to do the same for food. One hundred or so years ago, during World War I, the farmers of El Paso produced, and local businesses processed, enough food for the County's residents. I would like "my" El Paso to have a fighting chance to do the same.

I attended Rep. Rodriguez' neighborhood meeting last fall regarding this project.

I would like to reiterate that:

- The City water line to my property runs down Via Maria, outside the walls of the properties marked 11 and 12. As Via Maria is not currently a paved street, I am concerned about possible water line breakage during any construction.
- There is a stormwater drain that runs down Via Maria, crosses the property under discussion, then enters and crosses my property marked 7.

I would like to ask:

- 1. Why property number 13 has now been separated out from the project?
- How will BRE Development, LLC mark the limits of their property as it touches my property 7? Will they be erecting a fence, and if so, what kind?
- 3. Will BRE Development, LLC be putting any gates across the canal, and if so, will they prevent me from directly checking my waterline?
- 4. What are the plans for straightening, widening or otherwise "improving" Inglewood Drive? I would like to see these plans on paper, and I would like to know in advance if I will have to provide a right of way or pay for curbing/sidewalks on my property. (I am retired and on a fixed income, so I may need to save for this.) The various entities that work on the street also have a

tendency (since my house is somewhat hidden) to not let me know when the street is closed for construction work.

5. How "concrete" are <u>TexDOT's</u> plans for extending Nuevo <u>Hueco</u> Tanks to Nevarez, and then intersecting at Alameda? How will this effect the portion of Nevarez that connects with Inglewood Drive? Do they anticipate extending this new "Loop" to Socorro Road? (If this happens, and they follow Nevarez, the new road will be too close to Socorro Mission.)

I will attempt to watch this Thursday's meeting via the limited capabilities of my computer. Thank you for the opportunity to comment on this topic.

14

Sincerely,

Barbara J. Angus

Salloum, Andrew M.

From:	Richard Dayoub <richard.dayoub@outlook.com></richard.dayoub@outlook.com>
Sent:	Monday, April 18, 2022 2:56 PM
To:	Lawrence Angus; Salloum, Andrew M.
Cc:	jazcarate@ceagroup.net; Enrique Escobar
Subject:	RE: PZRZ21-00035
Importance:	High

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Good Afternoon Ms. Angus,

Thank you for sharing your concerns regarding the proposed new development. You expressed a desire to have the wall separating the development property to be made of wrought iron instead of rock. The concept of the wall is being considered per your request. The wall does not have to be a 6-foot stonewall but can also be a wrought iron fence. A wall/fence is recommended to keep people from entering the apartment complex at various locations but rather at controlled access points.

The wall and the other issues will be addressed during the design phase of the improvements, not during the zoning process. My client has agreed to provide the wall separating the properties as you mentioned. If you determine that the wrought iron fencing is preferred over the rock wall, you will be able to make those arrangements with my client at that time.

We appreciate and share your concerns regarding the safety of Via Maria and Inglewood, and understand that the current Inglewood alignment is not ideal. Mr. Escobar has attempted to get the adjacent property owners to re-align the street to make it more practical. The City agrees that Inglewood needs to be straightened out, and the City will do so as the adjacent properties come in for development.

I hope that our responses have answered your concerns. Please don't hesitate to contact us at any time during the process if you have additional questions or concerns.

Respectfully,

Richard Dayoub

Richard E. Dayoub Thunderbird Management Consulting, LLC 5823 North Mesa Street #714 El Paso, Texas 79912

www.thunderbirdmanagementconsulting.com

1

From: Lawrence Angus <lantana45@att.net> Sent: Monday, April 18, 2022 10:33 AM To: Andrew M. Salloum <salloumam@elpasotexas.gov>; Richard Dayoub <richard.dayoub@outlook.com> Subject: PZRZ21-00035

Dear Sirs:

I am in receipt of the latest public notice for the April 21, 2022 City Plan Commission meeting.

At the last meeting, I was surprised to find that the City was proposing to pave and connect Via Maria from North Loop Drive to Inglewood Drive. As I understand it, this will not physically impact my property. It does affect vehicle access to my home, as I enter and leave Inglewood Drive close to the proposed intersection.

I am concerned about the safety of this intersection. The current dogleg on Inglewood certainly makes the semi-truck traffic slow down and look before they enter that stretch, but it does not seem to have the same effect on car drivers - in fact the straight stretch from the Ysleta Extension canal to the intersection with Nevarez is apparently a good place to test how fast a sports car can go, so many cars are speeding as they enter the first sharp turn. We had a car accident just past the dogleg (North Loop side) - I believe it was last Thursday. No sirens, so I trust no-one was hurt, but the one car was definitely smashed up.

As it stands now, there is a "gentleman's" agreement between myself and the developers of the apartment complex that they will build a fence between our two properties. The implication - and custom - would be a stone wall.

If Via Maria is to go through to Inglewood, I believe that a stone wall at that location would severely limit visibility of traffic about to enter Inglewood from Via Maria. It would certainly block my view as I try to enter or turn off of Inglewood Drive.

Please, this is something that the traffic engineers need to consider for this new intersection. I would certainly put my life and my daughter's life above the need of having a solid fence along that property line.

Sincerely,

Barbara J. Angus

Salloum, Andrew M.

From:	Lawrence Angus <lantana45@att.net></lantana45@att.net>
Sent:	Thursday, April 21, 2022 6:08 PM
To:	Salloum, Andrew M.
Cc:	Richard Dayoub; District #6
Subject:	Re: City Plan Commission meeting Case PZRZ21-00035

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Sir:

I just spent the past 3 1/2 hours glued to my flip phone, waiting for the item I was interested in to come up.

For the third time for a remote Plan Commission meeting, I was unable to communicate with the Commission by phone, even though I thought I had un-muted the call. Apparently I still had to sign up - somewhere - before I was allowed to comment.

Some suggestions for your mail outs on future public hearings regarding zoning issues:

- 1. Include precise directions for how to "sign up" to comment over the phone.
- 2. Include a link to the agenda for that meeting.
- 3. Understand that listening to the meeting by phone provides "real time" information, but the images coming over the
- computer in the video are delayed. Plus, the computer images are blurry.
 - 4. Understand that not everyone owns a "smart" phone!

Please, do not "speak" for the people who write in but are not able to speak by phone or in person at the meeting. I am trying to be a good neighbor, but my personal views to not necessarily correspond with

what you are claiming I believe.

Based on the addendum to the agenda item, I now know that the plan for Via Maria is for it to cross my property. My daughter and I do not plan to ask for any changes in zoning on our front field, so is the City going to be content to stop the road at our boundary line for the next 30 + years? I thought at the last meeting that Via Maria was going to exit directly out of PZRZ21-00035 on to Inglewood, and had sent a letter in regarding the visibility of the proposed intersection. I imagine none of you could figure out what I was talking about.

I concur with Mr. Cummings that the City needs to come up with best practices to fight the loss of farmland. A few years ago, the Planning Department appeared to support my efforts to protest additional truck parking on farmland close to me. Now, it seems that any impediment to the smooth operation of the Amazon Fulfillment Center will not be tolerated. Not that I am against more jobs, but it would seem like there would be enough property east of I-10 and towards Horizon City that could support this addition to the business community - all on land that cannot be irrigated.

Sincerely,

Barbara J. Angus

Registered voter and property owner in District 6

On Thursday, April 21, 2022, 01:56:33 PM MDT, Lawrence Angus <lantana45@att.net> wrote:



Legislation Text

File #: 22-585, Version: 1

They need to provide landscape calculations. 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, Nina Rodriguez, (915) 212-1561

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Lot 1, Block 4, Riverside International Industrial Center, 9751 Pan American Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) 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: 9751 Pan American Drive Applicant: El Paso Water, PZRZ22-00004

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: June 22, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Nina Rodriguez, (915) 212-1561

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 a portion of Lot 1, Block 4, Riverside International Industrial Center, 9751 Pan American Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) 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: 9751 Pan American Drive Applicant: El Paso Water, PZRZ22-00004

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone a 1.52-acre property from R-F (Ranch and Farm) to M-1 (Light Manufacturing) to allow for public utility use. City Plan Commission recommended 9-0 to approve the proposed rezone on April 21, 2022. As of May 16, 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

DEPARTMENT HEAD:

Kevin Smith for Philip Etiwe

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 1, BLOCK 4, RIVERSIDE INTERNATIONAL INDUSTRIAL CENTER, 9751 PAN AMERICAN DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) 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 a Portion of Lot 1, Block 4, Riverside International Industrial Center, 9751 Pan American 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-F (Ranch and Farm)** 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:

Wed N. Vigad

Wendi N. Vineyard Assistant City Attorney

APPROVED AS TO CONTENT:

Kowin Smith, for

Philip F. Etiwe, Director Planning & Inspections Department

Prepared for: CEA Group January 25, 2022 (M-1 Zoning)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 1, Block 4, Riverside International Industrial Center, as recorded in volume 74, page 3, Plat Records of El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk City Monument at the point of curve centerline Winn Road in front of Lot 1, Block 4, Riverside International Industrial Center from which an existing new brass disk City Monument for the centerline intersection of Winn Road and Pan American Drive bears, South 87°31'24" East a distance of 1839.78 feet; Thence leaving said point of curve monument, North 36°26'44" West a distance of 578.27 feet to a set ½" rebar with cap marked TX 5152 on the southerly line of Parcel 4 of Ordinance No. 011061 changing the Zoning to M-1 recorded in Volume 2484, Page 399, Real Property Records of El Paso County, Texas for the "TRUE POINT OF BEGINNING".

Thence along said Parcel 4 the following 8 courses:

1. North 86°57'16" West a distance of 30.00 feet to a set ¹/₂" rebar with cap marked TX 5152;

2. North 03°02'44" East a distance of 171.20 feet to a set ¹/₂" rebar with cap marked TX 5152;

3. North 23°12'43" East a distance of 351.61 feet to a set $\frac{1}{2}$ " rebar marked TX 5152 on the southerly line of the Playa Drain (120' R.O.W);

4. along said Line, South 87°29'39" East a distance of 611.00 feet to a point from which a found ¹/₂" rebar with cap marked TX 5337 bears, North 84°27'26" East a distance of 0.38 feet;

5. Leaving said line, South 23°13'16" East a distance of 99.19 feet to a point from which a found ½" rebar with cap marked TX 2027 bears, North 14°38'05" East a distance of 0.35 feet;

6. North 86°17'16" West a distance of 650.72 feet to a point from which a found ¹/₂" rebar bears, North 89°09'08" East a distance of 2.38 feet;

7. South 23°12'43" West a distance of 276.73 feet to a set ¹/₂" rebar with cap marked TX 5152;

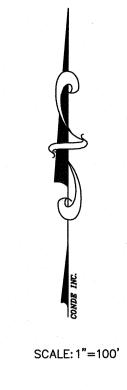
8. South 03°02'44" West a distance of 165.87 feet to the "TRUE POINT OF BEGINNING" and containing 66,363 square feet or 1.5235 acres of land more or less.

A drawing of even date accompanies this description.

Ron R. Conde R.P.L.S. No 5152



CONDE INC ENGINEERING / LAND SURVEYING / PLANNING 6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905 (915) 592-0283 FAX (915) 592-0286 FIRM# 10078100



LINE TABLE							
LINE	BEARING						
L1	99.19'	S23°13'16"E					
L2	165.87'	S03°02'44"E					
L3	30.00'	N86°57'16"W					
L4	171.20'	N03 ° 02'44"E					
,							

	SYMBOL LEGEND
۲	FOUND CONTROL POINT
•	FOUND CITY MONUMENT
0	SET 1/2" REBAR W/CAP 5152
X	CALCULATED POINT (NOT SET)

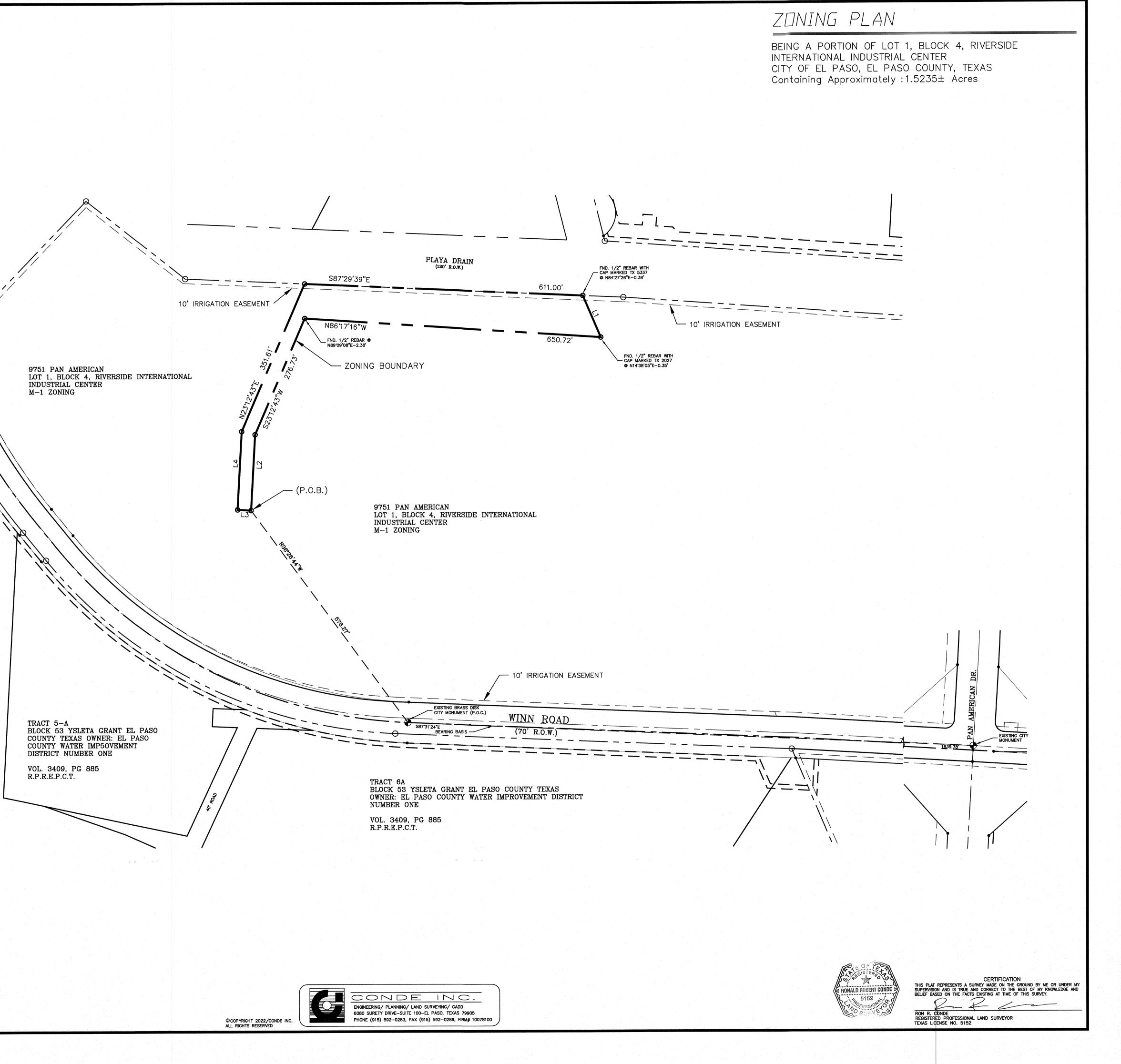
PARCEL	Adres	PROPOSED ZONING	EXISTING ZONING	
1	1.5235	M-1	RF	

NOTES:

 SET ¹/₂" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

DRAWN BY: C.C. FIELD: M.S. DATE: 1-25-22 JOB NO. CADD FILE: S:\Survey\projects\LV\Riverside International Industrial Center\LDD\dwg\Riverside International CEA rezoning.dwg

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9751 Pan American Drive

City Plan Commission — April 21, 2022



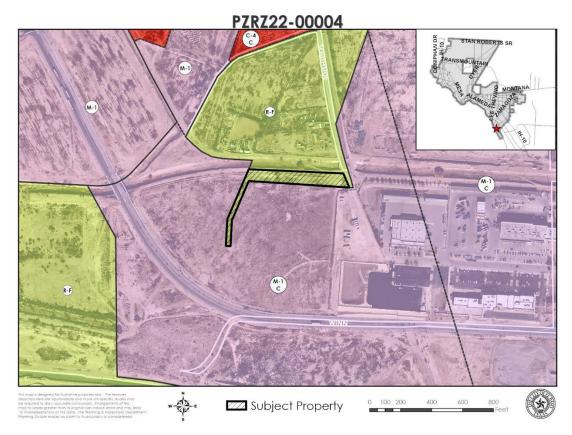
CASE NUMBER: CASE MANAGER: PROPERTY OWNER: REPRESENTATIVE: LOCATION: PROPERTY AREA: REQUEST: RELATED APPLICATIONS: PUBLIC INPUT:

PZRZ22-00004

Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov El Paso Water Utilities CEA Group 9751 Pan American Drive (District 6) 1.52 acres Rezone from R-F (Ranch and Farm) to M-1 (Light Manufacturing) None None received as of April 14, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to M-1 (Light Manufacturing) to allow for public utility use. The proposed zoning is consistent with the existing zoning of the areas immediately east, west and south of the subject property.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed zoning district is consistent with the surrounding light manufacturing in the area and will serve as a zoning clean up for a split-zoned lot.





DESCRIPTION OF REQUEST: The applicant is requesting to rezone a 1.52-acre property from R-F (Ranch and Farm) to M-1 (Light Manufacturing) to allow for public utility use. This portion of land is part of a larger property owned by El Paso Water Utilities with the rezoning being a clean up to have the property under one zoning district. The conceptual site plan shows a proposed storm line. Access to the subject property is provided from Southside Road.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed public utility use and M-1 (Light Manufacturing) district is consistent with the surrounding light manufacturing district in the immediate area, and is in character with the areas surrounding the subject property. The property to the north is residential and zoned R-F (Ranch and Farm). The area around the subject property to the east, west and south consist of a water treatment plant and zoned M-1 (Light Manufacturing). The distance to the nearest school, Camino Real Middle School, is 2.36 miles and the distance to the nearest park, SPC Adrian Garcia Park is 1.95 miles.

-	COMPLIANCE WITH <i>PLAN EL PASO</i> /REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i> , consider the following factors:								
Criteria	Does the Request Comply?								
 Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: <u>O-1, Preserve</u>: Publicly owned land such as the Franklin Mountains and Hueco Tanks State Parks, all City and County parks and public drainage areas, and cemeteries (even if private). These lands will not be developed due to their ownership and current use. 	Yes. The property to be rezoned is publicly owned and will serve to provide a public drainage function.								
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: M-1 (Light Manufacturing): The purpose of the district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. The areas adjacent to the west, east, and south of the subject property are already zoned M-1 (Light Manufacturing). The property to north is zoned R-F (Ranch and Farm). Furthermore, this is a zoning clean up to ensure consistency of zoning within the whole property.								
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 has access from Southside Road, which is classified as a proposed Freeway per El Paso's Major Thoroughfare Plan (MTP). While Southside Road is currently substandard, there are no buildings being proposed for construction.								

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 THI	THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER							
EVALUATING THE FOLLOWING FACTORS:								
Historic District or Special Designations & Study Area	None. This property does not fall within any historic							
Plans: Any historic district or other special designations	districts, special designations, or study plan areas.							
that may be applicable. Any adopted small areas plans,								
including land-use maps in those plans.								
Potential Adverse Effects: Potential adverse effects	Yes. Denial of the proposed zoning request will affect							
that might be caused by approval or denial of the	the property compliance with the zoning code due to							
requested rezoning.	being slit-zoned R-F (Ranch and Farm) and M-1 (Light							
	Manufacturing).							
Natural Environment: Anticipated effects on the	None. There are not anticipated effects on the natural							
natural environment.	environment							
Stability: Whether the area is stable or in transition.	None. The area is stable with no rezoning cases within							
	the last 10 years.							
Socioeconomic & Physical Conditions: Any changed	None.							
social, economic, or physical conditions that make the								
existing zoning no longer suitable for the property.								

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is taken from Southside Road which is classified as a proposed Freeway per the City of El Paso's Major Thoroughfare Plan (MTP). Southside Road is currently substandard and may require improvements prior to any development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received for the rezoning request from the reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of the Mission Valley Civic Association and Corridor 20 Civic Association. Notice was provided to both associations of February 4, 2022 by the applicant. Property owners within 300 feet of the subject property were noticed of the rezone request on April 7, 2022 by the City of El Paso Planning and Inspections Department. As of April 14, 2022, the Planning Division has not received communication in support or opposition to the request.

RELATED APPLICATIONS: None.

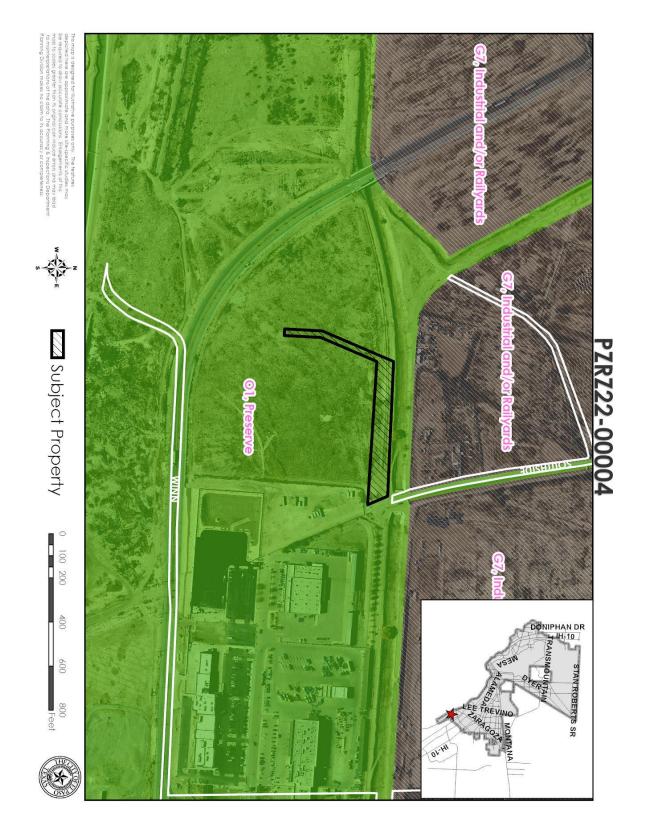
CITY PLAN COMMISSION OPTIONS:

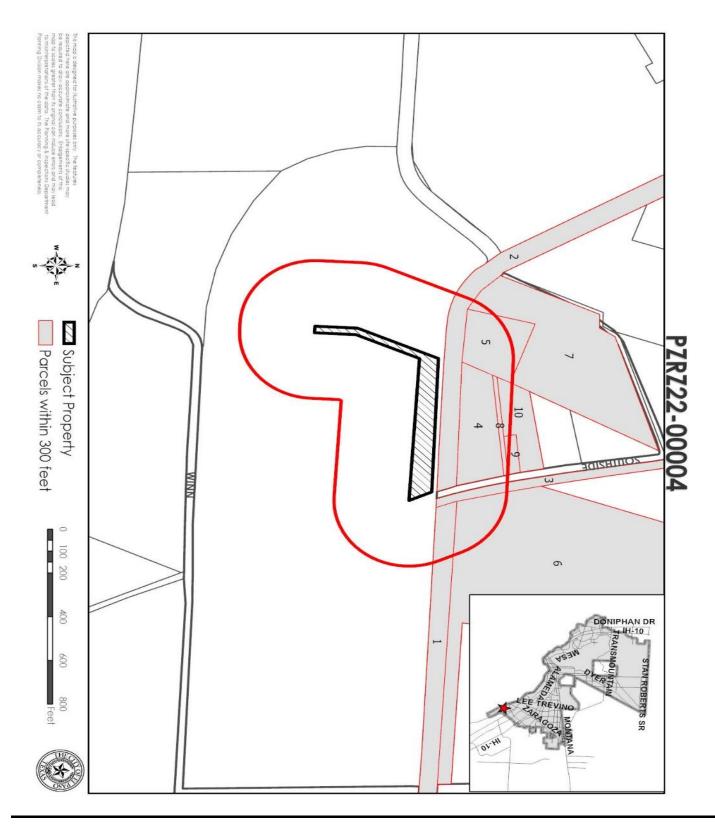
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

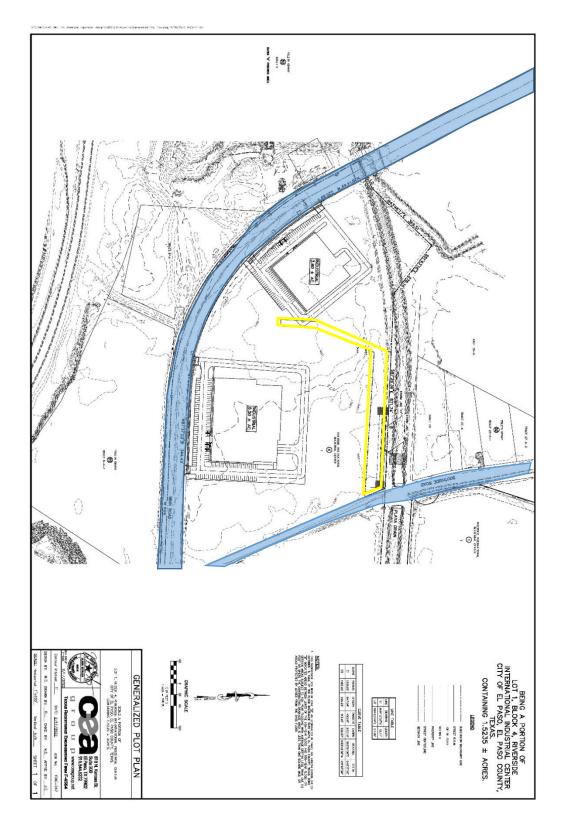
- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 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.

335

- 1. Future Land Use Map
- 2. Neighborhood Notification Boundary Map
- 3. Generalized Plot Plan
- 4. Department Comments







Planning and Inspections Department – Planning Division

1. Recommend approval.

Planning and Inspections Department – Plan Review & Landscaping Division

- 1. Recommend approval.
- 2. 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

No comments received.

<u>Fire Department</u> Recommend approval.

<u>Police Department</u> No comments received.

Environmental Services

No comments received.

Streets and Maintenance

Traffic Impact Analysis is not required for this application.

<u>Sun Metro</u> No comments received.

El Paso Water Utilities

Water: No comments received

Sewer: No comments received.

General: No comments received.

Stormwater:

1. Recommend using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

<u>El Paso 911</u> No comments received.



Legislation Text

File #: 22-599, 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, Interim Chief Jonathan P. Killings, (915) 212-5600 Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. The linkage to the Strategic Plan is subsection 2.3 - Increase public safety operational efficiency.

Award Summary:

Discussion and action of the award of Solicitation No. 2022-0238 Security Guard Services to Night Eyes Protective Services, Inc., for an initial term of three (3) years for an estimated amount of \$349,500.00. The award also includes a two (2) year option for an estimated amount of \$233,000.00. The total value of the contract is, including the initial term plus the option for a total five (5) years, for an estimated amount of \$582,500.00. This contract will provide security guard services for the El Paso Fire Department facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$53,820.00 for the initial term, which represents a 18.20% increase due to increase in hourly rates.

Department:	Fire
Award to:	Night Eyes Protective Services, Inc.
	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	\$116,500.00
Initial Term Estimated Award:	\$349,500.00 (3 Years)
Total Estimated Award:	\$582,500.00 (5 Years)
Account No:	322 - 22090 - 522120 - 1000 - P2216
Funding Source:	General Funds
District(s):	All

This is a Best Value, service contract.

File #: 22-599, Version: 1

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Night Eyes Protective Services, Inc., the bidder offering the best value bid. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

AGENDA DATE: PUBLIC HEARING DATE:	May 24, 2022 Not Applicable
	Jonathan P. Killings, Interim Fire Chief, (915) 212-5600 Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212- 1218
DISTRICT(S) AFFECTED: 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 of the award of Solicitation 2022-0238 Security Guard Services to Night Eyes Protective Services, Inc., for an initial term of three (3) year for an estimated amount of \$349,500.00. The award also includes a two (2) year option for an estimated amount of \$233,000.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated award of \$582,500.00. This contract will provide security guard services for the El Paso Fire Department facilities.

BACKGROUND / DISCUSSION:

This contract is intended to provide daily unarmed security guard services for the Fire Department's Logistics building and all of the fire stations, on an "as needed" basis. Security guard services will safeguard the Fire Department's buildings and assets to help prevent theft, damage or loss caused by other entities.

SELECTION SUMMARY:

Solicitation was advertised on November 23, 2021 and November 30, 2021. The solicitation was posted on City website on November 23, 2021. The email (Purmail) notification was sent out on November 25, 2021. There were a total of fifty-nine (59) viewers online; seven (7) bids were received; four (4) from local vendors.

CONTRACT VARIANCE:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$53,820.00 for the initial term, which represents an 18.20% increase due to increase in hourly rates.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$349,500.00 Funding Source: General Funds Account: 322 – 1000 – 22090 – 522120 – P2216

2022-0238 Security Guard Services

Revised 2/23/2022-V2 - Previous Versions Obsolete

PRIMARY DEPARTMENT: Fire Department **SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

DEPARTMENT HEAD: Jonathan P. Killings, Interim Fire Chief

2022-0238 Security Guard Services

Revised 2/23/2022-V2 - Previous Versions Obsolete

COUNCIL PROJECT FORM (BEST VALUE BID)

Please place the following item on the **REGULAR** agenda for the Council Meeting of **MAY 24, 2022**.

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

The linkage to the Strategic Plan is subsection 2.3 – Increase public safety operational efficiency.

Award Summary:

Discussion and action of the award of Solicitation No. 2022-0238 Security Guard Services to Night Eyes Protective Services, Inc., for an initial term of three (3) years for an estimated amount of \$349,500.00. The award also includes a two (2) year option for an estimated amount of \$233,000.00. The total value of the contract is, including the initial term plus the option for a total five (5) years, for an estimated amount of \$582,500.00. This contract will provide security guard services for the El Paso Fire Department facilities.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$53,820.00 for the initial term, which represents an 18.20% increase due to increase in hourly rates.

Department:	Fire
Award to:	Night Eyes Protective Services, Inc.
	El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$116,500.00
Initial Term Estimated Award:	\$349,500.00 (3 years)
Total Estimated Award:	\$582,500.00 (5 years)
Account No.:	322 – 22090 522120 – 1000 – P2216
Funding Source:	General Funds
District(s):	All

This is a Best Value, service contract.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Night Eyes Protective Services, Inc., the bidder offering the best value bid. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

Committee Scoresheet

CITY OF EL PASO BV SCORESHEET

PROJECT: 2022-0238 Security Guard Services

Evaluation of Submittal									
	MAX POINTS	Night Eyes Protective Services, Inc. El Paso, TX	TriCorps Security, Inc. Clint, TX	Mike Garcia Merchant Security, LLC El Paso, TX	Trans America Protection Corporation El Paso, TX	Woody Family Enterprises, LLC El Paso, TX	Vets Securing America, Inc. San Antonio, TX	Viking Tactical Security Group LLC Austin, TX	
Factor A - Price	35	31.82	29.54	35.00	31.55	25.92	19.61	16.26	
Proposed Cost	35	\$ 349,500.00	\$ 376,500.00	\$ 317,760.00	\$ 352,500.00	\$ 429,120.00	\$ 567,105.00	\$ 684,000.00	
Factor B - Experience-Comparable Contracts	30	26.00	30.00	30.00	18.00	18.67	26.67	10.67	
Factor C - References	25	25.00	22.50	16.67	16.67	16.67	0.00	13.33	
Factor D – Employee Medical Benefit and Incentives 10		2.00	2.00	2.00	2.00	2.00	2.00	2.00	
TOTAL SCORE	100	84.82	84.04	83.67	68.22	63.25	48.28	42.26	
		1	2	3	4	5	6	7	



CITY OF EL PASO BID TABULATION FORM

Project Name: Security Guard Services Bid Opening Date: January 12, 2022

			Mike (Garcia Merchant Se El Paso, TX 1 of 7	curity, LLC	Ni	Night Eyes Protective Services, Inc. El Paso, TX 2 of 7			Trans America Protection Corporation El Paso, TX 3 of 7	
ITEM No.	Description	Annual Estimated Hours (A)	Hourly Bill Rate (B)	Estimated Annual Total (C) (A x B = C)	Extended Total Amount (D) (C x 3 = D)	Hourly Bill Rate (B)	Estimated Annual Total (C) (A x B = C)	Extended Total Amount (D) (C x 3 = D)	Hourly Bill Rate (B)	Estimated Annual Total (C) (A x B = C)	Extended Total Amount (D) (C x 3 = D)
1	Unarmed Guard at 8600 Montana	6,500	\$13.24	\$86,060.00	\$258,180.00	\$14.00	\$91,000.00	\$273,000.00	\$14.50	\$94,250.00	\$282,750.00
2	Unarmed Guard services at Fire Sub-stations on as needed basis	1,500	\$13.24	\$19,860.00	\$59,580.00	\$17.00	\$25,500.00	\$76,500.00	\$15.50	\$23,250.00	\$69,750.00
	Total (Items 1 - 2)			-	\$317,760.00			\$349,500.00			\$352,500.00
OF TH CONTRA TIME F OPTION SHALL SELECT TERMS OR DES EXTENI BIDDER	ISE ANY OPTION TO EXTEN IE AGREEMENT, BY G ACTOR WRITTEN NOTICE PERIOD NOTED ON THE IS. THE TERM OF THIS BE BASED ON ONE TIONS BELOW AND UNDER AND CONDITIONS. THE CIT SIGNEE MAY EXTEND THE D. R OFFERS THE CITY THE DING THE TERM OF THE	IVING THE WITHIN THE SELECTED CONTRACT OF THE THE SAME Y MANAGER OPTION TO									
	2) ADDITIONAL YEARS AT RICE(S), IF THE OPTION IS			X			X			X	
NO OP	TION OFFERED										
AMEND	MENTS ACKNOWLEDGE	D:		YES			YES			YES	
BIDS S	OLICITED: 28 LOCAL	BIDS SOLIC	ITED: 20	BIDS RECEIVI	ED: 7 LOCAL	BIDS RECEIV	ED: 4 NO BID): 0			

Date:____2/9/2022_____



Solicitation #: 2022-0238 Department: Fire



CITY OF EL PASO BID TABULATION FORM

Project Name: Security Guard Services Bid Opening Date: January 12, 2022

				TriCorps Security, Clint, TX 4 of 7	Inc.		Vets Securing Am San Antonio 5 of 7		Vi	king Tactical Security Gro Austin, TX 6 of 7	oup LLC
ITEM No.	Description	Annual Estimated Hours (A)	Hourly Bill Rate (B)	Estimated Annual Total (C) (A x B = C)	Extended Total Amount (D) (C x 3 = D)	Hourly Bill Rate (B)	Estimated Annual Total (C) (A x B = C)	Extended Total Amount (D) (C x 3 = D)	Hourly Bill Rate (B)	Estimated Annual Total (C) (A x B = C)	Extended Total Amount (D) (C x 3 = D)
1	Unarmed Guard at 8600 Montana	6,500	\$15.50	\$100,750.00	\$302,250.00	\$21.79	\$141,635.00	\$424,905.00	\$28.50	\$185,250.00	\$555,750.00
2	Unarmed Guard services at Fire Sub-stations on as needed basis	1,500	\$16.50	\$24,750.00	\$74,250.00	\$31.60	\$47,400.00	\$142,200.00	\$28.50	\$42,750.00	\$128,250.00
	Total (Items 1 - 2)				\$376,500.00			\$567,105.00			\$684,000.00
EXERCI OF TH CONTRATIME F OPTION SHALL SELECT TERMS OR DES EXTENT BIDDER	ITY AT ITS SOLE DISCRE ISE ANY OPTION TO EXTEND IE AGREEMENT, BY G ACTOR WRITTEN NOTICE PERIOD NOTED ON THE IS. THE TERM OF THIS BE BASED ON ONE TIONS BELOW AND UNDER AND CONDITIONS. THE CITY SIGNEE MAY EXTEND THE D. R OFFERS THE CITY THE DING THE TERM OF THE	O THE TERM IVING THE WITHIN THE SELECTED CONTRACT OF THE THE SAME Y MANAGER OPTION TO									
	2) ADDITIONAL YEARS AT RICE(S), IF THE OPTION IS						X			X	
NO OP [.]	TION OFFERED			X							
AMEND	DMENTS ACKNOWLEDGE	D:		YES			YES			YES	
BIDS S	OLICITED: 28 LOCAL	BIDS SOLIC	ITED: 20	BIDS RECEIVE	ED: 7 LOCAL	BIDS RECEIV	ED: 4 NO BID): 0			

Approved:____/s/____

Date: ____2/9/2022_____



Solicitation #: 2022-0238 Department: Fire



CITY OF EL PASO BID TABULATION FORM

Project Name: Security Guard Services Bid Opening Date: January 12, 2022

			Woo	ody Family Enterpri El Paso, TX 7 of 7	ses, LLC		
ITEM No.	Description	Annual Estimated Hours (A)	Hourly Bill Rate (B)	Estimated Annual Total (C) (A x B = C)	Extended Total Amount (D) (C x 3 = D)		
1	Unarmed Guard at 8600 Montana	6,500	\$17.88	\$116,220.00	\$348,660.00		
2	Unarmed Guard services at Fire Sub-stations on as needed basis	1,500	\$17.88	\$26,820.00	\$80,460.00		
	Total (Items 1 - 2)				\$429,120.00		
THE C EXERC OF TH CONTR TIME F OPTION SHALL SELEC TERMS OR DES EXTENI BIDDEF	ON TO EXTEND THE TERM AGREEMENT ITY AT ITS SOLE DISCRE ISE ANY OPTION TO EXTENI HE AGREEMENT, BY G ACTOR WRITTEN NOTICE PERIOD NOTED ON THE NS. THE TERM OF THIS BE BASED ON ONE TIONS BELOW AND UNDER AND CONDITIONS. THE CIT SIGNEE MAY EXTEND THE D. R OFFERS THE CITY THE DING THE TERM OF THE	ETION, MAY D THE TERM IVING THE WITHIN THE SELECTED CONTRACT OF THE CONTRACT OF THE THE SAME Y MANAGER OPTION OF					
	2) ADDITIONAL YEARS AT RICE(S), IF THE OPTION IS						
NO OP	TION OFFERED			X			
AMEN	DMENTS ACKNOWLEDGE	D:		YES			
BIDS S	OLICITED: 28 LOCAL	BIDS SOLIC	LITED: 20	BIDS RECEIVE	ED: 7 LOCAL	ED: 4 NO BID	D: 0

Approved:___/s/____



Solicitation #: 2022-0238 Department: Fire

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2022-0238 Security Guard Services Bidder's List

AMERITEX GUARD SERVICES 100 N. CENTRAL EXPRESSWAY SUITE 350 RICHARDSON, TX 75080

ALL AMERICAN INTERNATIONAL SECURITY 324 EUCLID EL PASO, TX 79905

AMERICAN RANGERS SECURITY 316 N. CAROLINA DR. EL PASO, TX 79915

INVESTIGATORS SECURITY FORCE 1717 MONTANA AVENUE EL PASO, TX 79902

MARISCAL SECURITY SERVICES 1815 KARL WYLER DRIVE EL PASO, TX 79936

RUIZ PROTECTIVE SERVICE, INC. 5530 E. PAISANO EL PASO, TX 79905

TEXAS ENFORCER, LLC 3407 DOUGLAS AVENUE EL PASO, TX 79903

COMPRENHESIVE SECURITY SERVICE, INC. 1250 SUTTERVILLE ROAD #150 SACRAMENTO, CA 95822

REEM AVIATION SECURITY CONSULTANS, LLC 11710 OLD GEORGETOWN RD. #719 ROCKVILLE, MD 20852 AMERICAN EAGLE PROTECTIVE SERVICES 717 MOUNTAIN RIDGE DRIVE LEANDER, TX 78641

ALLIED BARTON SECURITY SERVICES 7500 VISCOUNT, SUITE C66 EL PASO, TX 79925

AZAR SECURITY SERVICES 114 N. ZARAGOZA ROAD EL PASO, TX 79907

GARCIA MIKE MERCHANT SECURITY LLC 6000 WELCH AVE EL PASO, TX 79905

NIGHT EYES PROTECTIVE SERVICE 2407 E. YANDELL SUITE. C EL PASO, TX 79903

SECURITAS SECURITY SERVICES USA, INC. 1155 WESTMORELAND DRIVE SUITE 201 EL PASO, TX 79925

TEXAS SECURITY 3510 LEE BLVD EL PASO, TX 79936

ASEZ INC DBA STERLING SECURITY 1716 S SAN MARCOS STE 120 SAN ANTONIO, TX 78207-7050

PARAGON SYSTEMS, INC. ATTN: RICHARD WAGNER 14160 NEWBROOK DRIVE SUITE 150 CHANTILLY, VA 20151 WACKENHUT CORPORATION 11420 CEDAR OAK DRIVE EL PASO, TX 79936

ADVANCE SECURITY – US SECURITY ASSOCIATES, INC. 1200 GOLDEN KEY CIRCLE EL PASO, TX 79925

BURNS INTERNATIONAL SECURITY SERVICES, INC. 1155 WESTMORELAND STREET EL PASO, TX 79925

GUARDSMARK, INC. 5959 GATEWAY WEST EL PASO, TX 79905

R B H SECURITY & INVESTIGATION INC. 10541 GREENWAY DRIVE EL PASO, TX 79925

SUN CITY SECURITY SERVICES, INC. 9155 DYER 90-B EL PASO, TX 79924

TRANS AMERICA PROTECTION CORP. 7365 REMCON CIRCLE EL PASO, TX 79912

ALL PHASE SECURITY, INC. ATTN: RENE ORTIZ 2959 PROMENADE STREET SUITE 200 WEST SACRAMENTO, CA 95691

US SECURITY ASSOCIATES 611 SOUTH CONGRESS AVENUE SUITE 225 AUSTIN, TX 78704 ALLEGIANCE SECURITY GROUP ATTN: DANIEL HIBBARD 8700 VISCOUNT BLVD. SUITE AN-234 EL PASO, TX 79925-5897



Legislation Text

File #: 22-594, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

Capital Improvement Department, Sam Rodriguez, (915) 212-0065 Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2022-0401 South Central Streets Phase V to Jordan Foster Construction, LLC for an estimated total amount of \$4,787,802.35. This contract will allow for the reconstruction of Edna Street from Alicia to Huerta and Cortez from Delta to Flower.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
	El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III, Base Bid IV, Base Bid V
	and Base Bid VI
Initial Term:	450 Consecutive Calendar Days
Base Bid I:	\$1,694,951.00
Base Bid II:	\$194,473.00
Base Bid III:	\$56,444.00
Base Bid IV:	\$1,841,876.35
Base Bid V:	\$362,495.00
Base Bid VI:	\$637,563.00
Total Estimated Award:	\$4,787,802.35
Funding Source:	2013 Street Infrastructure
Accounts:	190-4740-580270-28900-PCP13ST003Y3A
	190-4740-580270-28900-PCP13ST003Y3F
District(s):	8

This is a Competitive Sealed Proposal, unit price contract.

File #: 22-594, Version: 1

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

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:	May 24, 2022
PUBLIC HEARING DATE:	Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:	Sam Rodriguez, Chief Operations Officer, Aviation Director, and City Engineer, (915) 212-1845 Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212- 1218 8
STRATEGIC GOAL:	No. 7. Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL:	7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Discussion and action on the award of Solicitation 2022-0401 South Central Streets Phase V to Jordan Foster Construction, LLC for an estimated total amount of \$4,787,802.35.

BACKGROUND / DISCUSSION:

The project scope consists of reconstructing Edna Street from Alicia to Huerta and Cortez from Delta to Flower. Construction improvements include the demolition of concrete, asphaltic pavement, curb, hardscape, landscaping, street signage, new sidewalks, new driveways and ADA compliant ramps. This project also consists of water and sanitary sewer improvements.

SELECTION SUMMARY:

Solicitation was advertised on February 1, 2022 and February 8, 2022. The solicitation was posted on City website on February 1, 2022. The email (Purmail) notification was sent out on February 3, 2022. There were a total seventy-two (72) viewers online; three (3) proposals were received; All being 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: \$4,787,802.35 Funding Source: 2013 Street Infrastructure Account: 190-4740-580270-28900-PCP13ST003Y3A 190-4740-580270-28900-PCP13ST003Y3F

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

PRIMARY DEPARTMENT: Capital Improvement **SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

DEPARTMENT HEAD:

Gvette Hernandez CID Grant Funded Programs Director

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

COUNCIL PROJECT FORM (Competitive Sealed Proposal)

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **May 24, 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:

Discussion and action on the award of Solicitation 2022-0401 South Central Streets Phase V to Jordan Foster Construction, LLC for an estimated total amount of \$4,787,802.35. This contract will allow for the reconstruction of Edna Street from Alicia to Huerta and Cortez from Delta to Flower.

Department: Award to:	Capital Improvement Jordan Foster Construction, LLC El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III, Base Bid IV, Base Bid V and Base Bid VI
Initial Term:	450 Consecutive Calendar Days
Base Bid I:	\$1,694,951.00
Base Bid II:	\$194,473.00
Base Bid III:	\$ 56,444.00
Base Bid IV:	\$1,841,876.35
Base Bid V:	\$362,495.00
Base Bid VI:	\$637,563.00
Total Estimated Award:	\$4,787,802.35
Funding Source:	2013 Street Infrastructure
Accounts:	190-4740-580270-28900-PCP13ST003Y3A 190-4740-580270-28900-PCP13ST003Y3F
District(s):	8

This is a Competitive Sealed Proposal, unit price contract.

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

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) 212-1218 Capital Improvement, Sam Rodriguez, (915) 212-0065

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET South Central Streets Phase V Solicitation No. 2022-0401

Evaluation Factors	Maximum Points	Jordan Foster Construction, LLC	International Eagle Enterprises, Inc	Allen Concrete, LLC
Factor A - Offeror's Fee Proposal	20	\$ 4,987,802.00	\$ 4,959,384.50	\$ 4,737,722.89
	Maximum Points Construction, LLC Eagle Enterprises, Inc Inc 30 \$ 4,987,802.00 \$ 4,959,384.50 \$ 4, 19.00 \$ 4,959,384.50 \$ 4, 20 20 18.12 10.90 1 20 17.00 11.83 1 20 17.17 14.17 1 5 1.00 0.00 1 5 4.67 4.17 1 100 76.96 60.18 3	20.00		
Factor B - Offeror's experience and reputation	20	18.12	10.90	0.00
Factor C - Proposed Key Personnel	20	17.00	11.83	9.17
Factor D - Quality of Offeror's Goods or Services	20	17.17	14.17	0.00
Factor E - Health Insurance	5	1.00	0.00	1.00
Factor F – Offeror's Experience and Knowledge of Local Conditions	5	4.67	4.17	1.67
Total Points	100	76.96	60.18	31.84
	Ranking	1	2	3

APPROVED:	Claudia A. Garcia	4/12/2022
Purchasing &	Strategic Sourcing Director	Date

r Kelz APPROVED: City Engineer

4-13-2022

Date

	2022-0401 South Central Streets Phase V Bid Tab Summary												
	Bidder's Name	Base Bid I Plus Mobilization			Base Bid IV Plus Mobilization	Base Bid V Plus Mobilization	Base Bid VI Plus Mobilization	Sum Total Base Bid I + Base Bid II + Base Bid III + Base Bid IV + Base Bid V + Base Bid VI					
1	Allen Concrete, LLC	\$ 1,990,290.23	\$ 176,541.75	\$ 51,731.40	\$ 1,765,259.51	\$ 299,508.30	\$ 454,391.70	\$ 4,737,722.89					
2	International Eagle Enterprises, Inc.	\$ 2,098,877.81	\$ 185,598.00	\$ 54,033.00	\$ 1,876,746.38	\$ 280,670.25	\$ 463,459.50	\$ 4,959,384.94					
3	Jordan Foster Construction, LLC	\$ 1,809,601.00	\$ 194,473.00	\$ 56,444.00	\$ 1,927,226.00	\$ 362,495.00	\$ 637,563.00	\$ 4,987,802.00					



CITY OF EL PASO Cost of Summary Proposals



	TLE: South C TE: March 2		ets Phase V										DEPAR	тме	BID NO: 2022-0401 NT: Capital Improvement	
					Allen Co	oncre	ete, LLC	I	nternational Ea	gle	Enterprises, Inc.		Jordan Foste	r Co	Instruction, LLC	
					El P Bidd						o, TX 2 of 3				Paso, TX der 3 of 3	
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price Total Amount (Quantity X (In figures) Unit Price) Use Two Decimals Do Not Round Do Not Round Only Two Decimals		Unit Bid Price (In figures) Use Two Decimals Do Not Round Decimals Use Two Do Not Round Decimals			U	Unit Bid Price (In figures) Ise Two Decimals Do Not Round		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
			UNIT PRICE SCI	HEDUL	E: BASE BID I ED	NA A	AVENUE (EAST) STREET	۲&۵	RAINAGE IMP	RO	/EMENTS					
1	1	LS	SITE GRADING AND PREPARATION (INCLUDING CEMENT STABILIZATION)	\$	360,952.23	\$	360,952.23	\$	230,000.00	ŝ	230,000.00	\$	213,000.00	\$	213,000.00	
2	2,535	SY	REMOVAL AND DISPOSAL OF EXISTING CONCRETE	\$	22.50	\$	57,037.50	\$	23.00	\$	58,305.00	\$	12.00	\$	30,420.00	
3	8,495	SY	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT	\$	1.75	\$	14,866.25	\$	3.75	\$	31,856.25	\$	4.00	\$	33,980.00	
4	85	SY	REMOVAL AND DISPOSAL OF EXISTING HARDSCAPE	\$	67.50	\$	5,737.50	\$	120.00	\$	10,200.00	\$	11.00	\$	935.00	
5	660	SY	REMOVAL AND DISPOSAL OF EXISTING LANDSCAPE/GROUND COVER	\$	6.00	\$	3,960.00	\$	13.00	\$	8,580.00	\$	9.00	\$	5,940.00	
6	3,640	FS	REMOVAL AND DISPOSAL OF EXISTING CURB	\$	2.50	\$	9,100.00	\$	8.00	\$	29,120.00	\$	4.00	\$	14,560.00	
7	21	EA	REMOVAL, RELOCATION AND REINSTALLATION (UPGRADE IF NECESSARY) OF EXISTING SIGN AND POST AS SHOWN ON CONSTRUCTION DOCUMENTS	s	1,385.00	\$	29,085.00	\$	1,050.00	\$	22,050.00	\$\$	800.00	\$	16,800.00	
8	7,005	SY	FURNISH AND INSTALL 2-INCH HMAC/8-INCH BASE COURSE/ 8-INCH SELECT FILL SUBGRADE	\$	30.00	\$	210,150.00	\$	40.00	\$	280,200.00	\$	32.00	\$	224,160.00	
9	7,455	LF	FURNISH AND INSTALL 6-INCH STANDARD CURB AND GUTTER	\$	13.50	\$	100,642.50	\$	15.00	\$	111,825.00	\$	10.00	\$	74,550.00	
10	960	LF	FURNISH AND INSTALL 4-INCH ROLLED CURB	\$	13.29	\$	12,758.40	\$	16.00	\$	15,360.00	\$	10.00	\$	9,600.00	



CITY OF EL PASO Cost of Summary Proposals



	TLE: South C	entral Stre	ets Phase V					2021 Award Wi	BID NO: 2022-0401
	ATE: March 2							DEPAR	TMENT: Capital Improvement
				Allen Co	oncrete, LLC	International E	agle Enterprises, Inc.	Jordan Foste	er Construction, LLC
					Paso, TX		Paso, TX		Paso, TX
				Bidd	ler 1 of 3 Total Amount		der 2 of 3 Total Amount	Bie	dder 3 of 3 Total Amount
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	(Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	(Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	(Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT PRICE SC	HEDULE: BASE BID I ED	NA AVENUE (EAST) STREE	T & DRAINAGE IMP	PROVEMENTS	1	1
11	2,015	SY	FURNISH AND INSTALL 4-INCH REINFORCED CONCRETE SIDEWALK	\$ 36.89	\$ 74,333.35	\$ 40.00	\$ 80,600.00	\$ 47.00	\$ 94,705.00
12	475	SY	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE DRIVEWAY AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 43.45	\$ 20,638.75	\$ 60.00	\$ 28,500.00	\$ 68.00	\$ 32,300.00
13	1	EA	FURNISH AND INSTALL SPEED TABLE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 4,929.24	\$ 4,929.24	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
14	1	EA	FURNISH AND INSTALL ADA RAMP TYPE "A" AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 1,852.76	\$ 1,852.76	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00
15	1	EA	FURNISH AND INSTALL ADA RAMP TYPE "B" AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 2,318.66	\$ 2,318.66	\$ 1,200.00	\$ 1,200.00	\$ 2,100.00	\$ 2,100.00
16	2	EA	FURNISH AND INSTALL ADA RAMP TYPE "C" AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 2,503.79	\$ 5,007.58	\$ 1,200.00	\$ 2,400.00	\$ 2,200.00	\$ 4,400.00
17	12	EA	FURNISH AND INSTALL ADA RAMP TYPE "D" AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 1,996.69	\$ 23,960.28	\$ 1,200.00	\$ 14,400.00	\$ 2,100.00	\$ 25,200.00
18	4	LF	FURNISH AND INSTALL CITY MONUMENT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 1,800.00	\$ 7,200.00	\$ 1,500.00	\$ 6,000.00	\$ 1,200.00	\$ 4,800.00
19	60	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT MARKING THERMAL-PLASTIC (TYPE I, SINGLE, WHITE, 18-INCH, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 12.00	\$ 720.00	\$ 100.00	\$ 6,000.00	\$ 7.00	\$ 420.00
20	56	EA	FURNISH AND INSTALL REFLECTORIZED CURB PAINT (TYPE'I, SINGLE, WHITE, 24- INCH, SOLID) AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 18.00	\$ 1,008.00	\$ 50.00	\$ 2,800.00	\$ 11.00	\$ 616.00
21	2	EA	FURNISH AND INSTALL NEW STREET SIGN AND POST AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 1,385.00	\$ 2,770.00	\$ 1,050.00	\$ 2,100.00	\$ 1,000.00	\$ 2,000.00
22	12,000	SF	FURNISH AND INSTALL PARDEW CANYON ROCK MULCH (3-INCH DEPTH) WEED FABRIC UNDERLAYMENT	\$ 1.50	\$ 18,000.00	\$ 3.00	\$ 36,000.00	\$ 1.50	\$ 18,000.00
23	1	LS	PROVIDE MINOR LANDSCAPE GRADING	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 13,000.00	\$ 13,000.00
24	111	EA	FURNISH AND INSTALL TREES (3-INCH CALIPER)	\$ 1,440.00	\$ 159,840.00	\$ 700.00	\$ 77,700.00	\$ 1,300.00	\$ 144,300.00





	TLE: South C ATE: March 2		ets Phase V					DEPAR	BID NO: 2022-0401 TMENT: Capital Improvement
				EIF	oncrete, LLC Paso, TX Ier 1 of 3	EI F	gle Enterprises, Inc. Paso, TX der 2 of 3	EI	er Construction, LLC Paso, TX Ider 3 of 3
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT PRICE SC	HEDULE: BASE BID I ED	NA AVENUE (EAST) STREE	T & DRAINAGE IMP	ROVEMENTS		
25	376	EA	FURNISH AND INSTALL SHRUBS (5-GALLON)	\$ 48.00	\$ 18,048.00	\$ 90.00	\$ 33,840.00	\$ 50.00	\$ 18,800.00
26	248	EA	FURNISH AND INSTALL SHRUBS (1-GALLON)	\$ 35.00	\$ 8,680.00	\$ 40.00	\$ 9,920.00	\$ 35.00	\$ 8,680.00
27	1	LS	FURNISH AND INSTALL IRRIGATION SYSTEM COMPLETE IN PLACE	\$ 150,000.00	\$ 150,000.00	\$ 140,000.00	\$ 140,000.00	\$ 120,000.00	\$ 120,000.00
28	360	LF	FURNISH AND INSTALL 3-FOOT CONCRETE FLUME STRUCTURE	\$ 45.00	\$ 16,200.00	\$ 90.00	\$ 32,400.00	\$ 65.00	\$ 23,400.00
29	2	EA	FURNISH AND INSTALL 6-FOOT DIAMOND PLATE TRIPLE COVERED CONCRETE FLUME STRUCTURE	\$ 5,895.00	\$ 11,790.00	\$ 8,000.00	\$ 16,000.00	\$ 3,500.00	\$ 7,000.00
30	1	EA	FURNISH AND INSTALL 48-INCH DIAMETER MANHOLE	\$ 3,985.00	\$ 3,985.00	\$ 8,000.00	\$ 8,000.00	\$ 5,600.00	\$ 5,600.00
31	4	EA	FURNISH AND INSTALL 72-INCH DIAMETER MANHOLE	\$ 6,800.00	\$ 27,200.00	\$ 10,000.00	\$ 40,000.00	\$ 11,000.00	\$ 44,000.00
32	10	EA	FURNISH AND INSTALL DROP INLET TYPE I (2-GRATE)	\$ 6,400.00	\$ 64,000.00	\$ 8,200.00	\$ 82,000.00	\$ 10,000.00	\$ 100,000.00
33	2	EA	FURNISH AND INSTALL DROP INLET TYPE II (2-GRATE)	\$ 8,500.00	\$ 17,000.00	\$ 8,000.00	\$ 16,000.00	\$ 13,100.00	\$ 26,200.00
34	565	LF	FURNISH AND INSTALL 18-INCH DIAMETER RCP – CLASS III (DEPTH: 5-FT TO 10-FT)	\$ 127.00	\$ 71,755.00	\$ 85.00	\$ 48,025.00	\$ 70.00	\$ 39,550.00
35	265	LF	FURNISH AND INSTALL 36-INCH DIAMETER RCP – CLASS III (DEPTH: 5-FT TO 10-FT)	\$ 245.00	\$ 64,925.00	\$ 240.00	\$ 63,600.00	\$ 210.00	\$ 55,650.00
36	905	LF	FURNISH AND INSTALL 42-INCH DIAMETER RCP – CLASS III (DEPTH: 5-FT TO 10-FT)	\$ 250.00	\$ 226,250.00	\$ 320.00	\$ 289,600.00	\$ 214.00	\$ 193,670.00
37	14	MON.	PROVIDE TRAFFIC AND PEDESTRIAN CONTROL BARRICADES	\$ 4,045.00	\$ 56,630.00	\$ 7,500.00	\$ 105,000.00	\$ 5,600.00	\$ 78,400.00
38	6	EA	PROVIDE CONSTRUCTION EXIT AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 1,600.00	\$ 9,600.00	\$ 2,000.00	\$ 12,000.00	\$ 3,000.00	\$ 18,000.00

Approved By: _/s/____ Date:_3/14/2022____





	TLE: South C TE: March 2		ets Phase V						DEPAR	BID NO: 2022-0401 TMENT: Capital Improvement		
				Allen Co	oncrete, LLC	Internatio	ional Eag	le Enterprises, Inc.	Jordan Foste	r Construction, LLC		
					Paso, TX			aso, TX		Paso, TX		
	,			Bido	ler 1 of 3		Bidd	er 2 of 3	Bid	der 3 of 3		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid I (In figur Use Tv Decima Do Not Re	res) wo als cound	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
			UNIT PRICE SC	HEDULE: BASE BID I ED	NA AVENUE (EAST) STREE	T & DRAINA	GE IMPR	OVEMENTS	r			
39	120	LF	PROVIDE SILT SOCK AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 12.00	\$ 1,440.00	s	90.00	\$ 10,800.00	\$ 7.00	\$ 840.00		
40	1,625	LF	PROVIDE SILT FENCE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 3.50	\$ 5,687.50	s	6.00	\$ 9,750.00	\$ 5.00	\$ 8,125.00		
41	3	EA	PROVIDE RECONNECTION TO 4- INCH SANITARY SEWER SERVICE LINE (SDR 35 WITH FITTINGS) AS SHOWN IN CONSTRUCTION DOCUMENTS	\$ 1,152.00	\$ 3,456.00	\$1,	,200.00	\$ 3,600.00	\$ 1,800.00	\$ 5,400.00		
42					Left Blank Intentionally							
		Sum To	otal Base Bid I (Items 1-41)	\$	1,895,514.50	\$		1,998,931.25	\$	1,725,601.00		
	Ν	lobilization (Not to exceed 5% of Base Bid I)	s	94,775.73	\$		99,946.56	6 \$ 84,000.0			
		Base	e Bid I plus Mobilization	\$	1,990,290.23	s		2,098,877.81	1 \$ 1,809,601.00			

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	TLE: South C ATE: March 2		ets Phase V					BID NO: 2022-0401 DEPARTMENT: Capital Improvement				
				EI P	ncrete, LLC aso, TX er 1 of 3	EIF	gle Enterprises, Inc. Paso, TX Jer 2 of 3	EI	r Construction, LLC Paso, TX Ider 3 of 3			
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals			
			UNIT PRICE SCHEDULE: BASE BID II - ON	-SITE WATER MAIN AD.	JUSTMENTS FOR EDNA (EA	ST) AVENUE – STR	EET AND DRAINAGE IN	IPROVEMENTS	L			
1					Left Blank Intentionally							
2	917	LF	FURNISH AND INSTALL 8-INCH C-900/CL 305 POLYVINYL CHLORIDE (PVC) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES	\$ 117.00	\$ 107,289.00	\$ 125.00	\$ 114,625.00	\$ 125.00	\$ 114,625.00			
3	70	LF	FURNISH AND INSTALL 8-INCH DUCTILE IRON (DI) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES	\$ 112.00	\$ 7,840.00	\$ 140.00	\$ 9,800.00	\$ 125.00	\$ 8,750.00			
4	11	EA	REPLACE AND RE-CONNECT 3/4-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES	\$ 1,152.00	\$ 12,672.00	\$ 1,200.00	\$ 13,200.00	\$ 1,500.00	\$ 16,500.00			
5	2	EA	REPLACE EXISTING FIRE HYDRANT ASSEMBLY WITH NEW FIRE HYDRANT ASSEMBLY; COMPLETE WITH FITTINGS, VALVES AND ACCESSORIES;	\$ 8,500.00	\$ 17,000.00	\$ 10,000.00	\$ 20,000.00	\$ 8,900.00	\$ 17,800.00			
6	2,000	LB	ADDITIONAL FITTINGS	\$ 1.20	\$ 2,400.00	\$ 1.00	\$ 2,000.00	\$ 3.50	\$ 7,000.00			
7	987	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS)	\$ 7.00	\$ 6,909.00	\$ 5.00	\$ 4,935.00	\$ 4.00	\$ 3,948.00			
8	2,100	SF	PATCH PAVEMENT CUT AND RESTORATION WITH 2-INCH HMAC, AS PER CITY OF EL PASO SPECIFICATIONS	\$ 4.50	\$ 9,450.00	\$ 2.00	\$ 4,200.00	\$ 6.00	\$ 12,600.00			

2021 Award Winner	
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	TLE: South C ATE: March 2		eets Phase V										DEPAR	тме	BID NO: 2022-040 NT: Capital Improvemen	
					Allen Co	oncre	ete, LLC	ı	International Ea	gle	Enterprises, Inc.		Jordan Foste	r Co	onstruction, LLC	
					El P Bido	'aso, Ier 1					o, TX 2 of 3				o,TX 3 of 3	
ltem No.	Approx. Quantity	Unit	Brief Description of Item		Unit Price (In Figures)		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		Unit Price (In Figures)		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		Unit Price (In Figures)		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	
			-		UNIT P	RICE	SCHEDULE: BASE BID									
9 25		CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY OF EL PASO SPECIFICATIONS;	\$	\$ 98.00	\$	2,450.00)\$	\$ 120.00	\$	\$ 3,000.00	\$	180.00	\$ 4,500		
10	25	CY	REMOVAL & DISPOSAL OF EXISTING CEMENT STABILIZE BACKFILL (2-SACK)	s	85.00	\$	2,125.00	\$	200.00	\$	5,000.00	\$	70.00	\$	1,750.00	
		Sum T	otal Base Bid II (Items 1-10)	\$			168,135.00	.00 \$			176,760.00			187,473.00		
	Mobilization (Not to exceed 5% of Base Bid II)			\$ 8,406.75				5 \$ 8,838.00					0 \$ 7,000.00			
Base Bid II plus Mobilization			\$ 176,541.75				.75 \$ 185,598.0					00 \$ 194,473.00				

CITY OF EL PASO

Cost of Summary Proposals

	TLE: South C ATE: March 2		ets Phase V					DEPAR	BID NO: 2022-0401 TMENT: Capital Improvement				
				Allen C	oncrete, LLC	International Ea	gle Enterprises, Inc.	Jordan Foster Construction, LLC					
				EIF	Paso, TX	EU	Paso, TX	El Paso, TX					
				Bide	ler 1 of 3	Bid	ler 2 of 3	Bie	lder 3 of 3				
tem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
	r		UNIT PRICE SCHEDULE: BASE BID III ON-SITE	SANITARY SEWER MA	N ADJUSTMENTS FOR EDM	IA (EAST) AVENUE	- STREET AND DRAINA	GE IMPROVEMENTS					
1					Left Blank Intentionally								
2	296	LF	FURNISH AND INSTALL &-INCH SDR 35POL VVINVL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED: INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS;	\$ 96.00	\$ 28,416.00	\$ 100.00	\$ 29,600.00	\$ 107.00	\$ 31,672.00				
3	2	EA	STANDARD MANHOLES; 48-INCH	\$ 6,510.00	\$ 13,020.00	\$ 6,500.00	\$ 13,000.00	\$ 6,300.00	\$ 12,600.00				
4	1	EA	REMOVAL OF EXISTING MANHOLES; INCLUDING TEMPORARY BY-PASS; COMPLETE IN PLACE; THE SUM OF	\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,800.00				
5	3	EA	REPLACE AND RE-CONNECT 4-INCH SANITARY SEWER LATERALS WITH FITTINGS, INCLUDING SERVICE TEES, PIPING AND ACCESSORIES;	\$ 1,320.00	\$ 3,960.00	\$ 1,300.00	\$ 3,900.00	\$ 2,100.00	\$ 6,300.00				
6	296	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS)	\$ 7.00	\$ 2,072.00	\$ 10.00	\$ 2,960.00	\$ 7.00	\$ 2,072.00				
		Sum To	otal Base Bid III (Items 2-6)	\$	49,268.00	\$	51,460.00	\$	54,444.00				
	М	lobilization (Not to exceed 5% of Base Bid III)	\$	2,463.40	\$	2,573.00	00 \$ 2,000.0					
		Base	Bid III plus Mobilization	\$ 51,731.40 \$			54,033.00	00 \$ 56,444.0					



Achievement of







ייד חוג	LE: South C	ontral Stro	ate Phase V									2021 Award W		BID NO: 2022-0401		
	TE: March 2		els Fildse V									DEPAR	тме	NT: Capital Improvement		
					Allen Co	oncre	ete, LLC	h	nternational Ea	gle	Enterprises, Inc.	Jordan Foster Construction, LLC				
						aso,					o, TX			o, TX		
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Use	Bidd nit Bid Price (In figures) Two Decimals o Not Round	ler 1	of 3 Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		Bide nit Bid Price (In figures) Use Two Decimals o Not Round	der	2 of 3 Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Bid Unit Bid Price (In figures) Use Two Decimals Do Not Round	lder	3 of 3 Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		
			UNIT PRICE SCHEI	DULE: E	BASE BID IV COR	TEZ	STREET (SOUTH) STRE	ET 8	& DRAINAGE I	NPF				Decimais		
1	1	LS	SITE GRADING AND PREPARATION (INCLUDING CEMENT STABILIZATION)	\$	302,492.19	\$	302,492.19	\$	220,000.00	\$	220,000.00	\$ 210,000.00	\$	210,000.00		
2	2,835	SY	REMOVAL AND DISPOSAL OF EXISTING CONCRETE	\$	22.50	\$	63,787.50	\$	23.00	\$	65,205.00	\$ 12.00	\$	34,020.00		
3	6,545	SY	REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT	\$	1.75	\$	11,453.75 Contractor's Price: \$11,45.75	s	3.50	\$	22,907.50	\$ 4.00	s	26,180.00		
4	45	SY	REMOVAL AND DISPOSAL OF EXISTING HARDSCAPE	s	67.50	\$	3,037.50	s	80.00	\$	3,600.00	\$ 11.00	ŵ	495.00		
5	55	SY	REMOVAL AND DISPOSAL OF EXISTING LANDSCAPE/GROUND COVER	\$	20.50	\$	1,127.50	\$	20.00	\$	1,100.00	\$ 9.00	\$	495.00		
6	2,730	LF	REMOVAL AND DISPOSAL OF EXISTING CURB	\$	2.50	\$	6,825.00	s	10.00	\$	27,300.00	\$ 4.00	s	10,920.00		
7	3	EA	REMOVAL, RELOCATION AND REINSTALLATION (UPORADE IF NECESSARY) OF EXISTING SIGN AND POST	s	1,385.00	\$	4,155.00	\$	1,050.00	\$	3,150.00	\$ 800.00	s	2,400.00		
8	5,910	SY	FURNISH AND INSTALL 2.5-INCH HMAC/6- INCH BASE COURSE/ 6-INCH SELECT FILL SUBGRADE	\$	31.00	\$	183,210.00	\$	35.00	\$	206,850.00	\$ 32.00	s	189,120.00		
9	2,510	LF	FURNISH AND INSTALL 6-INCH STANDARD CURB AND GUTTER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$	13.50	\$	33,885.00	s	15.00	\$	37,650.00	\$ 13.00	s	32,630.00		
10	1,055	LF	FURNISH AND INSTALL 4-INCH ROLLED CURB	s	13.29	\$	14,020.95	\$	17.00	\$	17,935.00	\$ 12.00	\$	12,660.00		
11	1,570	SY	FURNISH AND INSTALL 4-INCH REINFORCED CONCRETE SIDEWALK	\$	36.89	\$	57,917.30	\$	38.00	\$	59,660.00	\$ 48.00	\$	75,360.00		
12	885	SY	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE DRIVEWAY	\$	43.45	\$	38,453.25	\$	50.00	s	44,250.00	\$ 69.00	\$	61,065.00		
13	2	EA	FURNISH AND INSTALL ADA RAMP TYPE "A"	s	1,612.67	\$	3,225.34	\$	1,300.00	\$	2,600.00	\$ 1,500.00	s	3,000.00		
14	2	EA	FURNISH AND INSTALL CITY MONUMENT	\$	1,800.00	\$	3,600.00	\$	1,500.00	\$	3,000.00	\$ 1,500.00	\$	3,000.00		





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	TLE: South C ATE: March 2		ets Phase V									DEPAR	тме	BID NO: 2022-0401 NT: Capital Improvement
				Allen C	Concret	te, LLC	I	International Ea	gle	Enterprises, Inc.		Jordan Foste	er Co	onstruction, LLC
					Paso, ¹ Ider 1 d					o, TX 2 of 3				o, TX 3 of 3
ltem No.	Approx. Quantity	Unit	Brief Description of Item	Unit Bid Price (In figures) Use Two Decimals Do Not Round		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		Jnit Bid Price (In figures) Use Two Decimals Do Not Round		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	(In Use Tv	Bid Price figures) vo Decimals lot Round		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT PRICE SCHE	DULE: BASE BID IV CO	RTEZ S	STREET (SOUTH) STRE	EET	& DRAINAGE IN	IPR	OVEMENTS:				
15	1,830	LF	FURNISH AND INSTALL REFLECTORIZED PAVEMENT THERMAL PLASTIC MARKING (TYPE I, DOUBLE, YELLOW, 4-INCH, SOLID)	\$ 1.65	5\$	3,019.50	\$	6.00	s	10,980.00	\$	2.00	\$	3,660.00
16	3,765	LF	FURNISH AND INSTALL REFLECTORIZED CURB PAINT (TYPE I, SINGLE, WHITE, 4-INCH, SOLID)	\$ 0.85	5\$	3,200.25	ş	6.00	\$	22,590.00	\$	1.00	ş	3,765.00
17	3	EA	FURNISH AND INSTALL NEW STREET SIGN AND POST	\$ 1,385.00	\$	4,155.00	\$	1,050.00	\$	3,150.00	\$	1,000.00	s	3,000.00
18	137	EA	FURNISH AND INSTALL TREES (2-INCH CALIPER)	\$ 630.00	\$	86,310.00	\$	480.00	\$	65,760.00	\$	700.00	\$	95,900.00
19	61	EA	FURNISH AND INSTALL SHRUBS (5-GALLON)	\$ 45.00	D \$	2,745.00	\$	80.00	\$	4,880.00	\$	50.00	\$	3,050.00
20	685	EA	FURNISH AND INSTALL TREE ROOT BARRIER AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 45.00	\$	30,825.00	\$	40.00	\$	27,400.00	\$	50.00	\$	34,250.00
21	50	EA	REMOVE AND DISPOSAL OF EXISTING TREE AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 450.00	\$	22,500.00	\$	500.00	\$	25,000.00	\$	800.00	\$	40,000.00
22	1	LS	PROVIDE MINOR LANDSCAPE GRADING AS SHOWN ON CONSTRUCTION DOCUMENTS	\$ 12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00	\$	12,000.00	s	12,000.00
23	1	LS	FURNISH AND INSTALL IRRIGATION SYSTEM COMPLETE IN PLACE	\$ 87,500.00) \$	87,500.00	\$	65,000.00	\$	65,000.00	\$	60,000.00	ŝ	60,000.00
24	10,150	SF	FURNISH AND INSTALL PARDEW CANYON ROCK MULCH (3-INCH DEPTH) WEED FABRIC UNDERLAYMENT	\$ 1.50	\$	15,225.00	ŵ	3.00	ŝ	30,450.00	\$	1.50	ŵ	15,225.00
25	2	EA	FURNISH AND INSTALL 7-FOOT BY 7-FOOT JUNCTION BOX	\$ 9,800.00	\$	19,600.00	\$	20,000.00	\$	40,000.00	\$	14,000.00	\$	28,000.00
26	21	EA	FURNISH AND INSTALL 72-INCH DIAMETER MANHOLE	\$ 5,600.00) \$	117,600.00	\$	7,600.00	s	159,600.00	\$	9,400.00	s	197,400.00
27	18	EA	FURNISH AND INSTALL DROP INLET TYPE II (2-GRATE)	\$ 6,300.00) \$	113,400.00	\$	7,200.00	\$	129,600.00	s	9,800.00	\$	176,400.00
28	185	LF	FURNISH AND INSTALL 18-INCH DIAMETER RCP – CLASS III (DEPTH: 5-FT TO 10-FT)	\$ 160.00	\$	29,600.00	\$	80.00	s	14,800.00	\$	90.00	\$	16,650.00

2022-0401 South Central Streets Phase V

Approved By: _/s/____ Date:_3/14/2022____





BID TITLE: South Central Streets Phase V BID NO: 2022-0401 BID DATE: March 2, 2022 DEPARTMENT: Capital Improvement Allen Concrete, LLC International Eagle Enterprises, Inc. Jordan Foster Construction, LLC El Paso, TX El Paso, TX El Paso, TX Bidder 1 of 3 Bidder 2 of 3 Bidder 3 of 3 Total Amount **Total Amount** Total Amount Unit Bid Price Unit Bid Price (Quantity X (Quantity X Unit Bid Price (Quantity X Unit Price) (In figures) (In figures) (In figures) Unit Price) Unit Price) Item Approx. Unit Brief Description of Item Use Two No. Quantity Use Two Decimals Do Not Round Do Not Round Use Two Decimals Do Not Round Decimals Do Not Round Only Two Only Two Do Not Round Only Two Do Not Round Decimals Decimals Decimals UNIT PRICE SCHEDULE: BASE BID IV CORTEZ STREET (SOUTH) STREET & DRAINAGE IMPROVEMENTS: FURNISH AND INSTALL 36-INCH DIAMETER 187.00 \$ 29,920.00 \$ 215.00 \$ 41,600.00 29 160 1 F RCP – CLASS III ¢ 34,400.00 \$ 260.00 \$ (DEPTH: 5-FT TO 10-FT) FURNISH AND INSTALL 42-INCH DIAMETER 227.00 \$ 118.040.00 \$ 156.000.00 \$ 214.00 \$ 30 520 LF RCP - CLASS III \$ 300.00 \$ 111.280.00 (DEPTH: 5-FT TO 10-FT) FURNISH AND INSTALL 48-INCH DIAMETER 358.00 \$ 88,426.00 \$ 86,450.00 \$ 83,486.00 31 247 LF RCP – CLASS III \$ 350.00 \$ 338.00 \$ (DEPTH: 5-FT TO 10-FT) FURNISH AND INSTALL 60-INCH DIAMETER RCP – CLASS III (DEPTH: 5-FT TO 10-FT) 32 55 LF \$ 520.00 \$ 28,600.00 \$ 600.00 s 33,000.00 \$ 470.00 \$ 25,850.00 PROVIDE TRAFFIC AND PEDESTRIAN 33 MON 3,500.00 \$ 49,000.00 4,000.00 \$ 56,000.00 \$ 5,700.00 14 s \$ \$ 79,800.00 CONTROL BARRICADES PROVIDE CONSTRUCTION EXIT 34 EA \$ 1,600.00 \$ 6,400.00 \$ 1,500.00 \$ 6,000.00 \$ 3,000.00 \$ 12,000.00 \$ 12.00 \$ 1,540.00 35 220 LF PROVIDE SILT SOCK 2,640.00 \$ 20.00 \$ 4,400.00 \$ 7.00 \$ 36 3,065 LF PROVIDE SILT FENCE \$ 3.50 \$ 10,727.50 \$ 4.00 \$ 12,260.00 \$ 5.00 \$ 15,325.00 PROVIDE RECONNECTION TO 4- INCH SANITARY SEWER SERVICE LINE (SDR-35 37 63 EA s 1.152.00 \$ 72.576.00 \$ 1.150.00 \$ 72.450.00 \$ 1.900.00 \$ 119,700.00 WITH FITTINGS) 38 Left Blank Intentionally Sum Total Base Bid IV (Items 1-37) \$ 1,681,199.53 \$ 1,787,377.50 \$ 1,841,226.00 \$ Mobilization (Not to exceed 5% of Base Bid IV) 84,059.98 \$ 89,368.88 \$ 86,000.00 Base Bid IV plus Mobilization \$ 1,765,259.51 \$ 1,876,746.38 \$ 1,927,226.00



CITY OF EL PASO

Cost of Summary Proposals



BID NO: 2022-0401

BID TITLE: South Central Streets Phase V

BID DA	ATE: March 2	2, 2022										DEPAR	TME	NT: Capital Improvement
					Allen Co			h		-	Enterprises, Inc.			nstruction, LLC
						Paso, Ier 1 d			El P Bidd					o, TX 3 of 3
ltem No.	Approx. Quantity	Unit	Brief Description of Item	(In fi Use Two Do No	id Price gures) Decimals t Round		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	D	nit Bid Price (In figures) Use Two Decimals o Not Round		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Bid Price (In figures) Use Two Decimals Do Not Round		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
			UNIT PRICE SCHEDULE	: BASE BID	V WATER MA	AIN A	DJUSTMENTS FOR SO	UTH	CENTRAL PHA	SE	V CORTEZ DRIVE			
1	1,885	LF	FURNISH AND INSTALL 8-INCH C-900/CL 305 POLYVINYL CHLORIDE (PVC) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES	\$	95.00	\$	179,075.00	\$	88.00	\$	165,880.00	\$ 115.00	\$	216,775.00
2	20	LF	FURNISH AND INSTALL 8-INCH DUCTILE IRON 350 PSI (DI) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES	\$	120.00	\$	2,400.00	\$	150.00	\$	3,000.00	\$ 120.00	\$	2,400.00
3	58	EA	REPLACE AND RE-CONNECT 3/4-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES	\$	1,152.00	\$	66,816.00	\$	1,150.00	s	66,700.00	\$ 1,500.00	s	87,000.00
4	1	EA	INSTALL NEW FIRE HYDRANT UNIT ASSEMBLY; COMPLETE WITH FITTINGS, VALVES AND ACCESSORIES;	\$	8,500.00	\$	8,500.00	\$	8,600.00	\$	8,600.00	\$ 9,100.00	\$	9,100.00
5	1	EA	REPLACE AND RELOCATE EXISTING FIRE HYDRANT ASSEMBLY WITH NEW FIRE HYDRANT ASSEMBLY; COMPLETE WITH FITTINGS, VALVES AND ACCESSORIES;	s	9,720.00	\$	9,720.00	\$	8,600.00	\$	8,600.00	\$ 9,100.00	s	9,100.00
6	1	EA	REMOVE AND SALVAGE EXISTING FIRE HYDRANT	\$	600.00	\$	600.00	\$	1,000.00	\$	1,000.00	\$ 2,500.00	s	2,500.00
7	1,905	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS)	s	7.00	\$	13,335.00	\$	5.00	\$	9,525.00	\$ 4.00	\$	7,620.00
8	4,000	LB	ADDITIONAL FITTINGS	\$	1.20	\$	4,800.00	\$	1.00	\$	4,000.00	\$ 3.50	\$	14,000.00
9			·			Le	ft Blank Intentionally						·	
		Sum To	otal Base Bid V (Items 1-8)	\$			285,246.00	\$			267,305.00	\$		348,495.00
	Ν	lobilization (Not to exceed 5% of Base Bid V)	\$			14,262.30	\$			13,365.25	\$		14,000.00
		Base	e Bid V plus Mobilization	s			299,508.30	\$			280,670.25	\$		362,495.00





BID TITLE: South Central Streets Phase V

BID NO: 2022-0401

					Allen Co	onorot	m 110		ntornational Ea	ala	Enterprises, Inc.	Jordan Foster Construction, LLC				
						Paso, [·] ler 1 c			El P Bidd		o, TX 2 of 3	El Paso, TX Bidder 3 of 3				
ltem No.	Approx. Quantity	Unit	Brief Description of Item	(In fi Use Two	id Price gures) Decimals t Round		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		Jnit Bid Price (In figures) Use Two Decimals Do Not Round		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals		Unit Bid Price (In figures) se Two Decimals Do Not Round		Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	
			UNIT PRICE SCHEDULE:	BASE BID	VI SEWER M	AIN A	DJUSTMENTS FOR SC	UTH	H CENTRAL PHA	\SE	V CORTEZ DRIVE					
1	1,924	LF	FURNISH AND INSTALL 12-INCH SDR 35 POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS;	s	95.00	s	182,780.00	\$	100.00	\$	192,400.00	\$	135.00	\$	259,740.0	
2	1,065	LF	FURNISH AND INSTALL 8-INCH C900 POLYVINTL CHLORIDE (PVC) GREEN SEWER PIPE COMPETER: INSTALLED: INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS;	s	85.00	\$	90,525.00	\$	90.00	\$	95,850.00	\$	125.00	s	133,125.0	
3	25	LF	FURNISH AND INSTALL 8-INCH DUCTILE IRON 350 PSI (DI) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY- PASS;	\$	135.00	\$	3,375.00	\$	180.00	\$	4,500.00	\$	180.00	\$	4,500.0	
4	7	EA	STANDARD MANHOLES; 48-INCH COMPLETE IN PLACE, PRE-CAST BASE	\$	6,500.00	\$	45,500.00	\$	6,500.00	\$	45,500.00	\$	6,500.00	\$	45,500.0	
5	1	EA	STANDARD MANHOLES; 48-INCH COMPLETE IN PLACE, CAST IN PLACE BASE	\$	6,500.00	\$	6,500.00	\$	6,500.00	\$	6,500.00	\$	7,800.00	\$	7,800.0	
6	4	EA	ABANDON IN PLACE EXISTING MANHOLES; AS PER SPECIFICATIONS;	\$	600.00	\$	2,400.00	\$	1,000.00	\$	4,000.00	ŝ	1,500.00	\$	6,000.0	
7	32	VF	STANDARD MANHOLES, EXTRA DEPTH FOR MANHOLES EXCEEDING 6-FEET OF DEPTH; AS PER SPECIFICATIONS	\$	250.00	\$	8,000.00	\$	160.00	\$	5,120.00	\$	275.00	\$	8,800.0	
8	63	EA	RECONNECT EXISTING 4-INCH SANITARY SEWER SERVICE TO NEW SEWER LINE, COMPLETE IN PLACE	s	1,152.00	\$	72,576.00	\$	1,150.00	\$	72,450.00	\$	2,000.00	\$	126,000.0	
9	3,014	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS)	\$	7.00	\$	21,098.00	\$	5.00	\$	15,070.00	\$	7.00	\$	21,098.0	
10						Lef	ft Blank Intentionally									
		Sum To	otal Base Bid VI (Items 1-9)	\$			432,754.00	\$			441,390.00	\$			612,563.0	
	М	obilization (I	Not to exceed 5% of Base Bid VI)	\$			21,637.70	\$			22,069.50	\$			25,000.0	
		Base	Bid VI plus Mobilization	\$ 454,391.70				\$			463,459.50	\$			637,563.0	
				\$			4,737,722.89									
Sum	i otal Base B	id I + Base	Bid II + Base Bid III + Base Bid IV + Base Bid V + Base Bid VI	+ \$ 4,737,722.89 Contractor's Price: \$4,737,722.88							4,959,384.94	94 \$ 4,987,802.				
	Amerndments Acknowledged:				N/A				N/A				N/A			
	Bid Bond:				Yes					Yes	\$	Yes				

2022-0401 South Central Streets Phase V View List			
	1000		
1 2	1988 A And R General Cons	Garcia, Alfonso	
3	AAA General Contrato	Hernandez, Ricardo Skertchly, Edgar	
4	Accent Landscape Con	Counts, Tim	
5	Allen Concrete Inc.	Magdaleno, Jesus	
6	allied paving	ortiz, abel	
7	AMTEK	Rugh, John	
8	B.F. Builders Group,	Fraire, Julio	
9	Bain Construction	Velasco, Mario	
10	Bath Engineering Cor	Apodaca, Christine	
10	BCA	Allen, Darrell	
11	BidJudge.com	Bid, Judge	
12	Black Stallion Contr	Luna, Hector	
13	Black Stallion Contr	Aguilar, Francisco	
14	CEA Group	Concha, David	
15	ConstructConnect	STINSON, MORGAN	
10	Construction Journal	Exton, Pamela	
17	Construction Reporte	Wood, Jane	
19	CSA Constructors	Oney, Hilary	
20	DEL MAR CONTRACTING,	HARRISON, MIKE	
20	Dodge Data	Peggy, Koehn	
22	DRS Rock Materials,	Soto, Daniel	
23	ECM International	Lujan, Rosie	
23	Efficio Construction	Zubiate, Berta	
24	El Roi Construction	Molina, Ytzel	
26	GCC Sun City Materia	Torres, Angelica	
27	Globe Builders, LLC	Banks, Archie	
28	GoEngergistics	Rodriguez, Pedro	
29	HAWK	Jorge, Ojeda	
30	Horizone Const. 1 LT	De Stefano, Luis Rene	
31	HUB	Gilcrease, Paul	
32	i- Sourcing Technolo	Balai, Rakesh	
33	International Eagle	Molina, Marcos	
34	JAR Concrete Inc	Monica, Lombrana	
35	Jobe Materials	Paredes, Raul	
36	Jordan Foster Constr	Figueroa, Joseph	
37	Keystone Contractors	Campos, Jesus	
38	LAC Construction	LAC, Construction	
39	Lomeli and sons Land	Gonzalez, Ruben	
40	Martinez Brothers Co	mota, pablo	
41	McKissack And McKiss	Dreyfuss, Amanda	
42	McMillan And Associa	McMillan, Terry	
43	MERCER TECHNOLOGIES	Mercer, Garrett	
44	Mirador Enterprises	Dominguez, Adriana	
45	Mirador Enterprises,	Flores, Hugo	

2022-0401 South Central Streets Phase V View List		
46	Mr.	Ortiz, Cano
47	NeBu Landscaping LLC	Bustillos, Jorge
48	Pacific Inc	Doe, John
49	Perikin Enterprises	Silva, Luis
50	PMI Pavement Marking	HESSNEY, STEVE
51	Prime Vendor Inc.	Jones, Kim
52	Quantum Engineering	Fraga, Miguel
53	RDZ BUILD	Rodriguez, Manny
54	Rinker	Guerra, Emiliano
55	RLF Commercial Servi	Drae, Frescas
56	Sagan Commercial Roo	Sanchez, Jose
57	Satarain Constructio	Satarain, Joe
58	Smartprocure	Bjornsson, Ron
59	SPARTAN CONSTRUCTION	ALLEN, STEVE
60	Sundt Construction	Kalfayan, Daniel
61	The PlanIt Room	Hernandez, Cecilia
62	TIA Facility Service	Diaz, Christian
63	Tri-State Electric,	Motta, Alejandro
64	Vitual Builders Exch	Olguin, Jeannette
65	Wayne Enterprises	Austin, Fork
66	Zayza Irrigation And	Acosta, German
67	Ztex Construction	Construction, Ztex
68		Martinez, Jessica
69		Alfonso, Rodriguez
70		James, Hardison
71		Watson, Frank
72		Banquil, Lovely



South Central Streets Phase V

Solicitation No: 2022-0401 May 24, 2022

<u>Strategic Plan Goal</u>:

7) Enhance and Sustain El Paso's Infrastructure Network

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Project Details



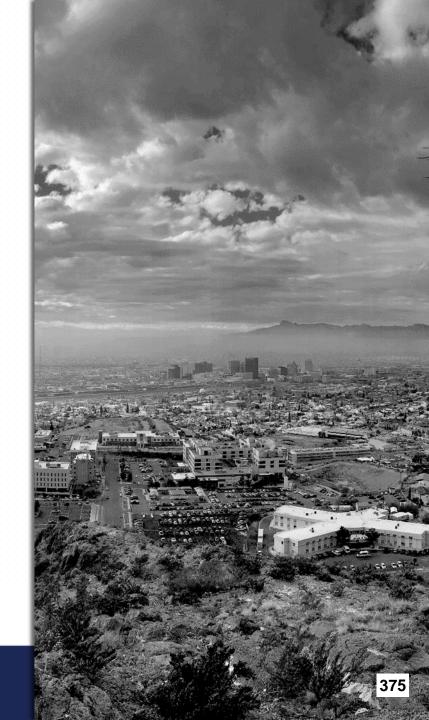
	Edna Street from Alicia to Huerta and Cortez from Delta to Flower	
District(s):	2	
Total Budget:	\$ 6,657,642.99	
Funding Source	2013 Street Infrastructure	



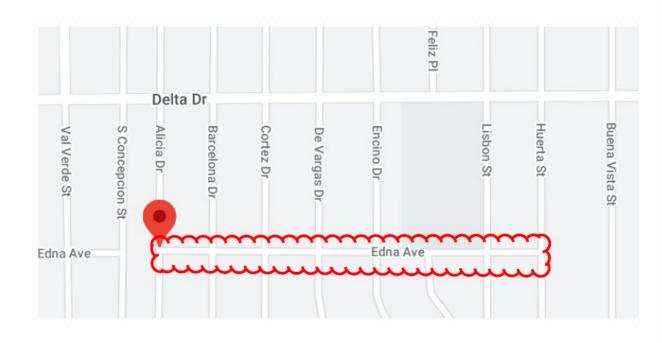
3 Project Details

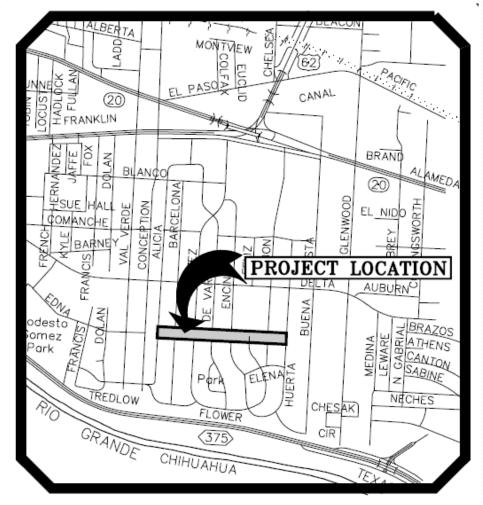
- Street, drainage, and landscape improvements are proposed for approximately 2100-feet of Cortez Drive from Delta Drive to Flower Drive.
- Street, drainage, and landscape improvements are proposed for approximately 2200-feet of Edna Avenue from Alicia Drive to Huerta Drive.





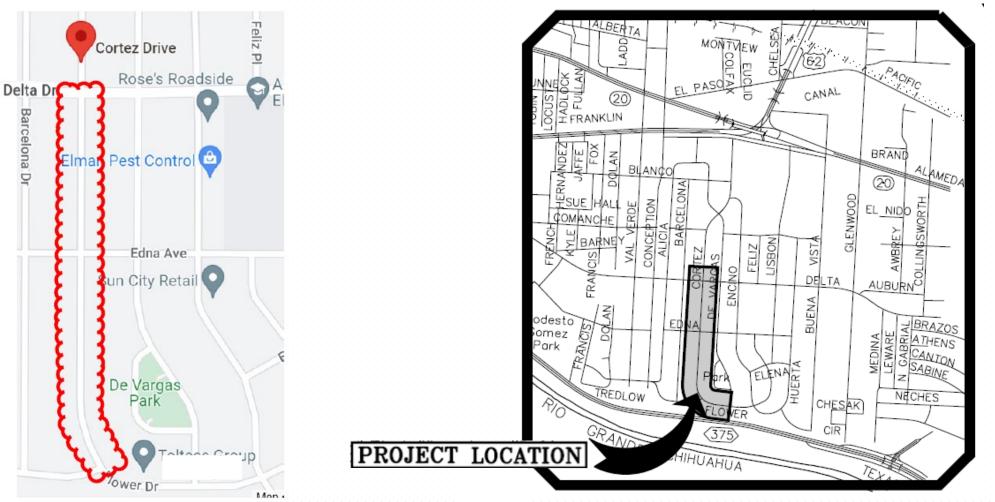
Project Location





Edna Street from Alicia to Huerta

Project Location



Cortez Drive from Delta to Flower

Existing Conditions



Edna Avenue

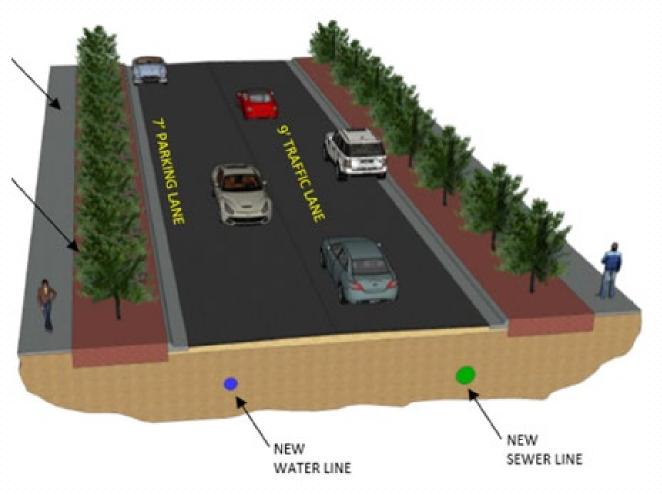
Cortez Drive



Project Rendering

New ADA compliant sidewalks.

New landscape improvements.



8 Scope of Work

- Construction improvements include the demolition of concrete, asphalt pavement, curb, hardscape, landscaping, and street signage. Proposed improvements consists of new asphalt pavement, new curb and gutter, new sidewalks, new driveways and ADA compliant ramps.
- Water, sanitary sewer, and storm drain improvements are included.





Procurement Summary



- CSP Procurement
 - Solicitation advertised on February 1, 2022
 - (3) firms submitted bids, (3) local vendors
 - Recommendation
 - To award the construction contract to Jordan Foster Construction LLC in the amount of \$4,787,802.35.
- Construction Schedule
 - Start: Summer / 2022
 - End: Fall / 2023

Mission

Deliver exceptional services to support a high quality of life and place for our community



Integrity, Respect, Excellence, Accountability, People

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Legislation Text

File #: 22-504, 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 D'Agostino, (915) 212-5605

AGENDA LANGUAGE:

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

An Ordinance granting a Franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a nonemergency ambulance transfer service.

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

AGENDA DATE: PUBLIC HEARING DATE:	May 10, 2022 May 24,2022
CONTACT PERSON/PHONE:	Mario D'Agostino, Fire Chief (915) 212-5605
DISTRICT(S) AFFECTED:	All Districts
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 an ordinance granting a Franchise for Elite Medical Air Transport, LLC d/b/a Emergent Air, to operate a non-emergency ambulance transfer service.

BACKGROUND / DISCUSSION:

Elite Medical Air Transport, LLC d/b/a Emergent Air has applied for Franchise to provide non-emergency ambulance transfer services under the El Paso City Code Title 9 (Health and Safety) Chapter 9.85 (Emergency and Transfer Ambulance Service).

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: El Paso Fire Department SECONDARY DEPARTMENT: All City

DEPARTMENT HEAD:

ORDINANCE NO.

AN ORDINANCE GRANTING A FRANCHISE FOR ELITE MEDICAL AIR TRANSPORT, LLC D/B/A EMERGENT AIR, TO OPERATE A NON-EMERGENCY AMBULANCE TRANSFER SERVICE

WHEREAS, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

WHEREAS, Elite Medical Air Transport, LLC d/b/a Emergent Air ("GRANTEE") has applied for a Franchise to provide non-emergency ambulance transfer services under the El Paso City Code Title 9 (Health and Safety) Chapter 9.85 (Emergency and Transfer Ambulance Services).

WHEREAS, on evidence received, City Council finds that public convenience and necessity justify granting a franchise to **GRANTEE** to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

ARTICLE I. GRANT OF THE FRANCHISE AND GENERAL PROVISIONS

A. Grant of Non-Exclusive Franchise

A non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth herein and by local, state and federal laws, is hereby granted to Elite Medical Air Transport, LLC d/b/a Emergent Air, Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso.

B. <u>Definitions</u>

For the purpose of this franchise the following terms, phrases, words and their derivations shall have the following meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and the word "may" is permissive.

1. "City" shall mean the City of El Paso, Texas and any department or board that may be designated by the City Council to administer, oversee or enforce the provisions of this franchise.

2. "City Council" shall mean the council of the City as the governmental, legislative and administrative body of the City.

3. "Customer" shall mean any person who requests or receives the services of the Grantee.

4. "DSHS" shall mean the Texas Department of State Health Services.

5. "Fire Chief" shall mean the Fire Department official responsible for the management of emergency ambulance service for the City of El Paso or his designee.

6. "Franchise Area" shall mean that portion of the City for which a franchise is granted under the authority of this agreement. If not otherwise stated in the franchise, the Franchise Area shall be the corporate limits of the City of El Paso including all territory hereafter annexed to the City.

7. "Grantee" shall mean Elite Medical Air Transport, LLC d/b/a Emergent Air.

8. "Net Receipts" shall be defined as all cash, credits and property of any kind or nature received as consideration directly or indirectly by the Grantee, its affiliates, subsidiaries, parent and any person in which Grantee has a financial interest, or from any source whatsoever, arising from or attributable to the transport of patients or services rendered in relation to the transport of a patient by the Grantee or in any way derived from the operation of its franchise. These net receipts shall not be reduced for any purpose and shall be the basis for computing the franchise fee.

9. "Non-emergency ambulance transfer service" shall mean the operation of a service whereby persons are transported by ambulance under the supervision and care of duly licensed and certified emergency medical technicians in non-emergency situations except that a non-emergency ambulance transfer service may transport persons in emergency situations as permitted by the terms of this franchise and other applicable laws.

10. "Person" means any individual, firm, partnership, limited partnership, association, corporation, company, and organizations of any kind, or any other legally recognized entity.

11. "Public Rights-of-Way" shall mean the surface, the air space above the surface, and the area below the surface of any public street, highway, land, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkways, waterways, utility easements or other public right-of-way now or hereafter held by the City.

12. "Service" shall mean any service which is authorized pursuant to the terms of this Franchise Agreement.

C. <u>Term and Effective Date</u>

Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall commence on 12:01 a.m., _____, 2022 (the "Effective Date"), with the possibility to renew the franchise as set forth below, with the initial term ending at 11:59pm on April 30, 2023.

D. Operational Timeframe

This franchise shall automatically expire if Grantee's non-emergency ambulance transfer service is not fully operational, as verified by the Fire Chief, within ninety (90) days of the date the Franchise is approved by City Council.

E. Renewal of Franchise

1. Renewal Procedure. If the Grantee wishes that the City renew this franchise, Grantee shall submit a request in writing to the City Clerk's Office, P.O. Box 1890, El Paso, Texas 79950-1890, by at least three (3) months prior to the expiration date of this franchise, whether it be during the initial term or any renewal period. The City shall consider Grantee's written request and shall determine whether public convenience and necessity justify renewal of this franchise, including during any renewal period.

2. Should Grantee fail to submit a request for the renewal of this franchise to the City as herein required, this franchise shall expire upon the expiration date and a new franchise shall be required if Grantee desires to operate a non-emergency ambulance franchise within the City of El Paso.

3. Notwithstanding Article I, Sections E.1 and E.2 of this franchise, the City Manager is authorized to grant a thirty (30) day extension of this franchise, under the same terms and conditions in effect at the time that Grantee makes its written renewal request, whether or not Grantee timely submits the renewal request notice prior to the expiration of this franchise during the initial term or any renewal periods.

4. City's Right to Modify Terms of Franchise and Require Additional Information Reserved. Grantee understands, agrees, and accepts that the City reserves its rights to require a) that the terms, conditions, and provisions of this franchise be modified upon Grantee's request for renewal of the franchise and b) that Grantee submit additional information and documents as conditions for renewing the grant of this franchise to operate a non-emergency ambulance transfer service.

F. <u>Business Entity</u>

1. Registered Business Entity and Assumed Name. Grantee shall, forward to and maintain on file with the Fire Chief a certified copy of its corporate Articles of Incorporation, Partnership Agreement and Bylaws, or a sworn and notarized statement of sole proprietorship for the purpose of identifying Grantee's business entity status and a sworn and notarized statement of any name by which it does business if different than the business entity name within 15 days of the grant of this franchise, unless required to be performed at an earlier time by other legal provisions.

2. Sale of Business. Grantee shall notify the City immediately of the proposed sale or actual sale of the Grantee's business entity. Grantee shall give notice to the City of any actual

sale of the Grantee's business entity no less than ten (10) business days prior to the actual sale or transfer.

3. Business Officers, Supervisors and Managers. Grantee shall, within fifteen (15) days of the grant of this franchise, submit to the Fire Chief, the names and business addresses of all owners, officers and supervisory and management personnel of Grantee.

4. Financial Interest. Grantee shall, within 15 days of the grant of this franchise, submit to the Fire Chief the names and business addresses of all persons having a financial interest in the Grantee or any parent, affiliate or subsidiary of Grantee's business entity.

5. Fiscal Year. Grantee shall, within 15 days of the grant of this franchise, submit to the Fire Chief the beginning and ending dates of its fiscal year.

6. Changes. Any additions or changes in the information, which is required to be submitted to the City pursuant to this section, shall be forwarded in written form by the Grantee to the Fire Chief within 15 days of such changes.

7. Non-compliance and Revocation. Failure to comply with this section shall constitute a material breach by Grantee and shall constitute grounds for revocation of this franchise by the City.

G. Indemnification and Public Liability Insurance

1. Indemnification. Grantee shall, at its sole cost, fully indemnify and hold harmless the City, its officers, boards and commissions, and city employees against any and all claims or actions for damages arising out of Grantee's actions or omissions under this franchise, including, but not limited to, expenses for reasonable legal fees and disbursements and liabilities assumed by the City in connection with any such claims or actions.

2. Grantee shall be required to obtain and maintain in effect throughout the term of the Agreement a public liability insurance policy which meets the requirements set forth in this Agreement. This policy shall be for the protection of any person, whether a passenger or patient in Grantee's ambulance or not, whether injured or killed by the negligence of Grantee or its agent or employee and shall not contain a passenger liability exclusion.

2.1 Grantee shall obtain and maintain in effect throughout the term of this Agreement public liability insurance in an amount of not less than \$500,000. Grantee shall immediately advise the Fire Chief of any claim or litigation which affects Grantee's insurance coverage.

2.2 Grantee shall maintain comprehensive general and automobile liability coverage with limits of no less than five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) annual aggregate. Grantee shall maintain medical professional liability coverage with limits of no less than five hundred thousand dollars

ORDINANCE NO.

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22-1006-11680/PL#1152326v.2/Elite Medical Air Transport, LLC d/b/a Emergent Air/JF

(\$500,000) per occurrence and one million dollars (\$1,000,000) annual aggregate. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless. Grantee shall immediately advise the Fire Chief of any claim or litigation which affects Grantee's insurance.

2.3 The policy of public liability insurance shall be written by an insurance company with an A rating, authorized to do business in the State of Texas.

2.4 The policy of public liability insurance shall provide that it cannot be suspended, revoked, canceled or reduced in coverage without sixty (60) days written notice to the City.

2.5 The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and Grantee, his officers, agents, servants or employees. The policy shall name the City of El Paso, its officers, agents, servants and employees as additional insureds to the full amount of the policy limits.

2.6 Grantee shall not operate its service during any period for which: 1) its insurance lapses for any reason; 2) its insurance is suspended, revoked or canceled; or 3) the amount of effective coverage of its insurance has been reduced below the minimum coverage amounts required by this Agreement. Failure to keep the policy in full force and effect throughout the term of the special privilege shall be grounds for termination of the Agreement.

2.7 Grantee shall forward to the Fire Chief a copy of each certificate of insurance issued within fifteen (15) days after the execution of this Agreement and as such policy or policies are modified, renewed, suspended or canceled.

2.8 Certificates of insurance that state that the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.

H. Compensation and Payment of Franchise Fee

1. Compensation - Franchise Fee. As compensation for the grant of this franchise to use the public rights-of-way of the City of El Paso, Grantee shall pay to the City 2.75% of Grantee's monthly net receipts.

2. Franchise Area for Which Net Receipts Are to Be Reported. The Grantee shall report its net receipts for all transports, treatment or other services rendered to any customer, which commence within the Franchise Area as defined herein.

3. Net Receipts. Net receipts shall include those items of revenue as defined by generally accepted accounting principles and as defined herein for the type of business and accounting method used.

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4. Payment Due Date. Grantee's payments shall be paid monthly and shall be postmarked by the 15th day of the month following the month for which net receipts are reported.

5. Interest Charged for Late Payments. In the event that any payment required by this Section is not made when due, interest shall be compounded daily from such date at the annual rate equivalent to the then existing prime rate reported in the Wall Street Journal on the due date plus four percent (+4%).

6. Statement Required Where No Net Receipts Reportable. If Grantee has no net receipts for a given month, Grantee shall provide written verification that it has no net receipts which shall be postmarked no later than the 15th day of the month following the month for which the Grantee has no gross revenues. Failure to provide such notice to the City shall result in commencement of proceedings to terminate the franchise.

7. Payments to City Comptroller. All payments are to be sent to the City Comptroller with copies of all accompanying correspondence sent to the Fire Chief.

I. Ad Valorem Taxes

Grantee will also pay before delinquency all ad valorem taxes lawfully assessed against its property.

J. City Inspection of Grantee's Books and Audits

Grantee agrees that it will keep a true and accurate set of books, accounts and records. The City shall have the right to inspect the books of Grantee during the term of this franchise and shall further have the right to order an independent audit of said books made when, in the opinion of the City, the condition of said books justifies such actions. In the event the audit proves that the Grantee has kept true and accurate records on book accounts, the cost of such audit will be borne by the City. In the event that the audit shows that the Grantee has failed to keep true and accurate records and books of accounts, the cost of said audit will be borne by Grantee.

K. Annual Audited Statement of Net Receipts Required

The Grantee shall submit to the City Comptroller an annual audited statement of net receipts by month for fees derived in the Franchise Area. Such annual audit shall reflect the Grantee's fiscal year and shall be submitted to the City Comptroller within sixty (60) days of the close of Grantee's fiscal year. A copy of this audit shall be sent to the Fire Chief. The annual audit shall be conducted at no expense to the City.

L. Grantee to Keep Separate Records

Grantee shall maintain separate records if other services are provided outside the scope of this franchise.

M. Franchise Not Transferable

This franchise is not for the benefit of any third party and is not transferable.

N. Failure to Enforce Franchise Agreement No Waiver of Terms Thereof

The Grantee or other parties shall not be excused from complying with any of the terms and conditions of this franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

O. Judicial Relief, Costs and Attorneys' Fees

In addition to all remedies provided in this franchise, the City shall have the right to apply to any court of competent jurisdiction to secure judicial relief, as it shall deem proper. The City's costs and attorney's fees for such action shall be paid by the Grantee if the City obtains a judgment or other relief.

P. Contractual Relationship

Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Grantee, their employees, or between the City and the Grantee's employees. The Grantee shall be deemed at all times to be an independent franchisee. In carrying out the terms of this franchise, the Grantee shall employ its own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their employer.

Q. <u>Notice</u>

Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the individuals named herein and to whom copies or notice are required to be provided at the respective addresses as follows:

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

and

Fire Chief Fire Department 416 N. Stanton, Ste. 200 El Paso, Texas 79901

and

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Elite Medical Air Transport, LLC d/b/a Emergent Air Attn: Ronald King 7201 Boeing Dr. El Paso, Texas, 79925

or to such other addresses as the City or Grantee may designate to each other in writing via certified, postage pre-paid, first class mail. It shall be the duty of the Grantee to provide the City with Grantee's most current mailing and business addresses no less than ten (10) business days prior to any change of same.

R. <u>Revocation and Termination</u>

1. Public Protection and Welfare. Should the City at any time, for any reason, decide that the public protection or welfare is not being met as contemplated by this franchise, upon thirty (30) days written notice to the Grantee, the City Council may cancel, terminate and revoke this franchise at no cost to the City. Any and all rights of the Grantee in the use of City streets, alleys or public rights-of-way shall then be terminated.

2. Failure to Use Public Rights-of-Way. In addition, if Grantee has ceased to use the City streets, alleys, or public rights-of-way for the purposes herein contemplated for a period of thirty (30) days or if Grantee defaults in any of Grantee's obligations under the franchise and fails to correct such default within thirty (30) days after written notice to do so, the City Council may cancel, terminate and revoke this franchise at no cost to the City. Any and all rights of the Grantee under this franchise shall then terminate.

3. Breach of Franchise Agreement Terms. After thirty (30) days written notice, the City Council may cancel, terminate and revoke this franchise for breach by the Grantee of any of its obligations hereunder or for failure of the Grantee to pay any final judgment of a court of competent jurisdiction in a suit on any claim in connection with the operation of the ambulance service. If court proceedings are instituted to determine the legality of such revocation, and Grantee does not prevail, the Grantee shall pay the reasonable expenses incurred by the City in connection with such litigation. Article II, Section C.3 of this franchise contains specific terms regarding termination for failure to meet response times. The City may at any time make an inquiry as to whether Grantee is able to comply with each and every term of this franchise.

4. Convenience. This non-exclusive franchise for non-emergency ambulance transfer service may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to Grantee. Such right of termination is in addition to and not in lieu of rights of the City set forth in Article I, Sections R.1-3 and Article II, Section C.3 of the present franchise.

5. Annual Review. The City shall conduct a compliance review regarding all aspects of this franchise ninety (90) days prior to the end of each twelve month period. Should

the City determine that compliance is not being met, the City shall proceed under the provisions of Art. I, Sec. R.3 of this franchise.

S. Entire Franchise Agreement

This document contains all of the terms of this franchise and may not be modified, except by an agreement in writing signed by both parties.

T. <u>Severability</u>

The invalidity or illegality of any one or more provisions of this franchise by any court of competent jurisdiction shall not affect the validity of the remaining provisions hereof.

U. Acceptance of Terms by Grantee Required

This franchise shall be null and void unless Grantee, before the grant of this franchise, files with the City Clerk its written acceptance of the franchise. Grantee's failure to accept the terms and conditions of this franchise and file its acceptance thereof with the City Clerk prior to the grant of this franchise shall render the grant of this franchise null and void.

V. Acceptance by Grantee's Authorized Representative

The individual accepting the terms and conditions of this franchise on behalf of the Grantee affirmatively acknowledges that he is authorized to do so and said individual further warrants that he is authorized to commit and bind the Grantee to the terms and conditions of this franchise.

W. Rights of Individuals

1. Service and Rates. The Grantee shall not refuse non-emergency ambulance transport service to any person or customer who requests the service for a lawful purpose and which the Grantee has the ability to render. The Grantee shall not, as to rates, charges, quality of service, or in any other respect, make or grant any unreasonable preference or advantage, nor subject any person to any prejudice or disadvantage. The Grantee shall take affirmative steps to disseminate the information concerning the availability of its service to all persons. The Grantee shall ensure that all services are equally available to all persons. This provision shall not be deemed to prohibit promotional campaigns to stimulate requests for service, nor shall it be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within the classification shall be entitled, provided the schedules have been filed with and approved by the City Council as provided in Article I, Section Y ("Amendments") of this franchise.

2. Personnel and EEOC. The Grantee shall strictly adhere to the equal employment opportunity requirements of Federal and State statutes and local regulations, as amended from time to time. The Grantee shall comply at all times with all other applicable federal, state and local laws and regulations, and all executive and administrative orders relating to nondiscrimination which are incorporated in this franchise by reference.

3. Customer Medical Records and Privacy. The Grantee shall be responsible for protecting the rights of customers as set forth in the Emergency Health Care Act, TEX. HEALTH & SAFETY CODE ANN., CHAPTER 773, (VERNON'S 1997), and other applicable laws, as amended.

X. <u>Time Is of the Essence</u>

Whenever this agreement shall set forth any time for an act to be performed by or on behalf of the Grantee, the time shall be deemed of the essence and any failure within the control of the Grantee to perform within the time allotted shall be sufficient ground for the City to invoke an appropriate penalty including possible revocation of the franchise.

Y. <u>Amendments</u>

The City reserves the right to amend the terms of this ordinance and franchise in any manner necessary for the safety or welfare of the public or to protect the public interests.

Z. Police Powers

1. Compliance by Grantee Required. In accepting this franchise, the Grantee acknowledges that its rights under this franchise are subject to the police power of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public and the Grantee agrees to comply with all applicable general laws and ordinances enacted by the City pursuant to this power.

2. Conflict of Laws. Any conflict between the provisions of this franchise and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the City except that any such exercise that is not of general application in the jurisdiction or applies exclusively to the Grantee which contains provisions inconsistent with this franchise shall prevail only if the City finds their exercise necessary to protect the public health, safety, property or general welfare or the exercise is mandated by law. Should the terms of this franchise conflict with any other law or regulation, this franchise shall control where any law or regulation permits the City to impose more stringent standards or requirements upon Grantee.

AA. Compliance with Laws

The Grantee shall comply with all laws and regulations of the United States, the State of Texas and the City of El Paso. Grantee shall comply with all applicable statutes, laws, codes, regulations, and ordinances applicable to Grantee's use of City streets, alleys, and public rights-of-way for the purposes permitted herein. Failure to comply with these laws and regulations shall constitute a material breach by Grantee and shall constitute grounds for cancellation, termination and revocation of this franchise by the City.

The granting of this franchise does not surrender any governmental powers now or hereafter conferred upon the City.

CC. Law Governing

The laws of the State of Texas shall govern the validity, performances and enforcement of this franchise.

ARTICLE II. SERVICE OPERATIONS, STANDARDS AND REQUIREMENTS

A. Availability of Service

The Grantee shall offer service on a twenty-four hour basis to the general public within the Franchise Area.

B. Radio Communications

1. Communications Center. Grantee must provide, at its own expense, a communications center, which will include 24-hour day telephone access for the public and direct radio communication with all company ambulances used under this franchise.

2. Communications with El Paso Fire Department (EPFD). Grantee shall equip each ambulance with a radio capable of maintaining direct radio communication with the EPFD Communications Center through either an 800 Mhz trunked commercial radio system or UHF National EMS Frequency, Channel 2. Grantee shall so equip each ambulance at its sole expense and such radios shall be used to coordinate disaster and emergency relief with EPFD when responding to an incident as directed by the Fire Chief or when an emergency is encountered within the Franchise Area.

C. <u>Response Time Requirements</u>

1. Grantee's Response to Customers' Requests for Service. Grantee shall respond to a customer's request for non-emergency transfer service, at any time of day on any day of the week, no later than eighty minutes for at least ninety percent (90%) of the time after the request for service is received unless pre-arrangements are made.

2. Grantee's Response Per Request of Fire Chief. Grantee shall respond to nonemergency incidents upon the request of the Fire Chief or his designee. Grantee agrees to send the earliest available ambulance to non-emergency incidents as requested by Fire Chief or his designees, but in no case shall response time exceed twenty-five minutes for at least ninety percent (90%) of the time for non-emergency calls.

3. Failure to Meet Response Time. In the event that Grantee fails to meet the response times indicated in this Section C, during four consecutive months, the City shall notify Grantee of such failure and that failure to meet the response times during the immediately following month shall be grounds for immediate termination of this franchise.

D. <u>Emergency Aid to City of El Paso</u>

Grantee shall provide emergency aid assistance to the City of El Paso in cases of system overload or multiple patient incidents as requested or directed by the Fire Chief or his designee. Such assistance shall be provided on an emergency basis with immediate priority being given to those requests.

E. Grantee's Costs

The City shall not be responsible for any cost incurred in providing services as described in this franchise.

F. Billing and Collection for Services

The Grantee shall bill and collect charges for services from the patient or responsible party at Grantee's sole expense.

G. <u>Transportation Logs</u>

The Grantee shall be required to submit monthly or more frequently as directed by the Fire Chief, a log showing the following information:

1. list of emergency transports commencing within the Franchise Area for the month, to include date, time, transport commencing address and destination address;

2. the total number of non-emergency transports commencing within the Franchise Area for the month; and

3. the number of transports originating within the Franchise Area for the month.

H. <u>Personnel Requirements</u>

1. Records of Personnel. The Grantee shall be required to submit to the Fire Chief, prior to the commencement of operations, a list identifying all of its employees hired to drive or attend Grantee's customers. The list shall identify each employee by name and shall identify the employee's current DSHS certification status, driver's license status, and Defensive Driving Course Status. The Grantee shall forward written notice of any addition or change in the information required to be submitted within fifteen (15) calendar days of the addition or change.

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2. Monthly Report Noting Changes of Personnel or Personnel License Status. Grantee shall submit to the Fire Chief monthly reports to include additions and changes of personnel and personnel records information as required in Article II, Section H(1) of this franchise.

3. DSHS Certification of Grantee's Employees. Each of Grantee's attendants and drivers employed by Grantee must be currently certified as an Emergency Medical Technician-Basic with the Texas Department of State Health Services, Emergency Medical Services Division. Individuals providing a higher level of care to customers must be currently certified with the Texas Department of Health at the level consistent with the type of care for which that ambulance is equipped as identified in this franchise.

4. Driver's License Required. While on duty, each of Grantee's attendants and drivers must possess at all times a license issued by the State of Texas or New Mexico which is valid to operate an emergency vehicle and transfer ambulance.

5. EMT Identification Required. While on duty, each of Grantee's attendants and drivers shall be required to possess proof of EMT certificate issued to the EMT by the Texas Department of State Health Services;

6. Statement from Physician; Reportable Communicable Diseases. Within fifteen (15) days of employment of each attendant and driver, the Grantee must submit to the Fire Chief a written statement from a physician authorized to practice medicine in the State of Texas stating the person is free of the following communicable diseases (Tuberculosis, Measles, Mumps, Rubella, Hepatitis B, and Tetanus) and is physically capable of performing the required duties. If an individual contracts a communicable disease which is required to be reported to appropriate federal, state or local health authorities, Grantee shall immediately notify the Fire Chief that the individual is unable to perform duties as an EMT and shall, prior to permitting the individual to resume his or her duties as an EMT, submit to the Fire Chief, a physician's statement that the individual's EMT license as permitted by those laws governing emergency medical technicians and communicable diseases.

7. Defensive Driving or Emergency Vehicles Operation Course Certificate. Within ninety (90) days of employment, the Grantee must submit to the Fire Chief, for each of Grantee's employees, evidence showing completion of a National Safety Council Approved Defensive Driving Course or an Emergency Vehicles Operation Course, the latter from the El Paso Fire Department, while operating under this franchise.

I. <u>Ambulance Staffing Requirements</u>

1. Basic Ambulance Staffing. Each ambulance being used for basic care must be staffed by no less than an EMT-Basic driver and an EMT-Basic attendant, and any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

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2. Advanced Life Support Ambulance Staffing. Each ambulance being used for advanced life support care (ALS) must be staffed by no less than an Advanced EMT and an EMT-Basic, and any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

3. MICU Ambulance Staffing. Each ambulance being used for mobile intensive care (MICU) must be staffed by a minimum of an EMT-Paramedic, an EMT-Basic, and any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

J. Vehicle Inspections

1. Inspection of Ambulances Prior to Initial Operation. Prior to the commencement of operations, the Fire Chief or his designee shall inspect all ambulances used by Grantee in operating its transfer service at a reasonable time. An ambulance must pass inspection and have a current valid permit sticker prior to any use for customer transportation or care. Subsequent to the initial inspection, all ambulances which are subject to this franchise shall be inspected by the Fire Chief or designee every two years, except as noted in Article II.J.2.

2. Field Inspections. Ambulances may be inspected in the field at any hour by the Fire Chief or designee, and he may require any ambulance to proceed to a specified location for further inspection. If Grantee has three ambulance field inspection failures within a 12-month period, then the City shall re-inspect Grantee's entire ambulance fleet within 30 days of the last failed field inspection.

3. Non-Compliance. The Fire Chief or designee shall flag the ambulance and remove the permit sticker from an ambulance that fails an inspection. Grantee shall not operate an ambulance without a valid permit sticker. It shall be an event of default for Grantee to operate a vehicle without a valid permit.

4. Inspection Process. Each inspection shall include:

a. Confirmation that the vehicle has a current motor vehicle registration sticker on the front windshield in compliance with Texas Transportation Code §502.059(c), as amended, with proof of vehicle inspection pursuant to the requirements of Texas Transportation Code Chapter 548, as amended.

b. Confirmation that the Grantee has a current EMS Provider License issued by Texas Department of State Health Services, Emergency Medical Services Division as provided for under 25 T.A.C. §§ 157.2 and 157.11.

c. Visual inspection of the vehicle(s) for the purpose of determining full operation of the following motor vehicle equipment:

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(1) headlights, tail-lights, back-up lights, ambulance body clearance lights (if appropriate), brake lights and license plate lights, and appropriate emergency lights and sirens; and

(2) tires.

d. Visual and mechanical inspection of equipment for the purpose of determining compliance with the medical equipment specifications of the franchise.

5. Written Inspection Report. EPFD shall give the Grantee a written report at the time of inspection indicating any deficiencies.

6. Permit Sticker. A vehicle that meets the requirements of this franchise under this ordinance shall be issued a permit sticker indicating its validity for a twenty-four month period from the date of inspection. The sticker's expiration date shall not be deemed to impair or limit the City's ability to conduct field inspections or perform any other function under the terms of this franchise. An ambulance that has met the inspection requirements of this franchise shall display the permit sticker on the vehicle's rear window and said sticker shall be visible from the exterior of the vehicle at all times.

7. Permit Sticker Non-transferable. A permit sticker is not transferable from one vehicle to another.

8. Ambulances Not Passing Inspection. Any ambulance found to not be in compliance with the requirements of this franchise or of any other ordinance of the City regulating the use of ambulances on the streets and alleys of the City of El Paso shall 1) fail inspection, 2) be considered not safe or useable and 3) have any existing permit sticker removed. Thereafter, until the vehicle passes inspection, it shall not be operated for customer transportation or care upon the streets of the City of El Paso.

9. Re-inspection. At the request of the Grantee, EPFD shall re-inspect a vehicle that has failed inspection to determine if the deficiencies have been corrected. EPFD may require review of written documentation, such as equipment repair bills or sales receipts, and may re-inspect the vehicle and equipment visually and mechanically for compliance with this franchise.

10. Specialty Ambulance. The City, upon verification of the licensing of a vehicle as a specialty ambulance by the Texas Department of State Health Services, shall issue a sticker, as described in Article II, Section J.5, for any such vehicle.

K. Vehicle, Equipment and Supply Requirements

1. DSHS Regulations. Vehicles are required to meet all applicable Texas Department of State Health Services Regulations in effect at the time of inspection.

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2. DSHS Vehicle Equipment and Supply Requirements. The following equipment and supplies are required for each ambulance operated in the Franchise Area by the Grantee:

a. Each ambulance being used for Basic Life Support Care must comply fully with DSHS requirements for Basic Life Support Ambulances, as amended.

b. Each ambulance being used for Advanced Life Support Care must comply fully with DSHS requirements for Advanced Life Support Ambulances, as amended.

c. Each ambulance being used for Mobile Intensive Care Unit services must comply fully with DSHS requirements for Mobile Intensive Care Ambulances, as amended.

3. Ambulance Markings. Grantee shall mark each ambulance distinctly with its company's name. Grantee's name shall be marked with a minimum one inch wide and five inch tall lettering on at least three sides of the ambulance. The color of Grantee's name must contrast with the color of the ambulance or the wrap. The Texas of Department of State Health Service provider's license number shall be displayed on the sides of the ambulance with "TX" appearing prior to said number in the width and height required by the State of Texas. Business phone numbers and logos are permissible; however, the words "Emergency Medical Services" or "EMS" shall not be used in any fashion.

4. Grantee shall submit to the Fire Chief or designee the Grantee's Medical Equipment checklist for approval. Grantor shall conduct the required vehicle inspection with said checklist to ensure that Grantee meets state and local requirements. Changes to Grantee's medical equipment as listed on the checklist shall be submitted to the Fire Chief or designee within fifteen days prior to the change to be in effect.

5. Grantee to Comply with Most Comprehensive Requirements. Grantee shall comply at the time of inspection or re-inspection with the supply and medical equipment list required in this ordinance or by the Texas Department of State Health Services, whichever is more comprehensive.

L. Operational Requirements

1. Permits. Grantee shall obtain and maintain, at its own expense, all required permits necessary for the operation of Grantee's service under applicable laws and the terms of this franchise.

2. Lights and Sirens. Grantee shall not avail himself of the permission given ambulances to disregard traffic laws except in those instances as expressly permitted under federal, state or local laws and with the permission of the Fire Department as may be granted upon a case-by-case basis.

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3. Transportation and Treatment Decisions. Transportation and treatment decisions shall be made in accordance with Grantee's established policies and in accordance with the usual and customary medical practices of the medical community.

4. Treatment Protocols and Transfer Policies. Grantee shall file a copy of its treatment protocols and transfer policies with the Fire Chief and shall forward any changes in such protocols or procedures no less than five (5) working days prior to implementation of same.

5. Dispatcher's Responsibilities. Grantee's Dispatchers shall make reasonable efforts to determine if a request for service is an emergency or non-emergency. Upon receipt of a request for emergency service within the City limits of El Paso, or if Grantee responds to a call within the City limits that in good faith was taken as a non-emergency and then upon arrival it is determined that the call is an emergency, the call shall be immediately relayed by Grantee to EPFD Communications via radio or, if necessary, Grantee shall relay the call via 911 or 915-832-4429. EPFD will either elect to respond to the call or give Grantee permission to handle the incident.

6. Response to Emergency Situations. Unless authorized to do so by the Fire Chief or his designee, Grantee, its agents, or its employees, shall not knowingly go to the scene of an emergency within the City limits of El Paso with the intent to provide emergency service and transportation; provided, however, if Grantee discovers an emergency situation within the City limits of El Paso it shall immediately notify the EPFD Communications via EPFD radio and shall remain to render aid until an EPFD vehicle arrives or may transport if instructed to do so per EPFD Communications via EPFD radio. Such aid must be comprehensive and at the maximum level allowed for those personnel by the Grantee's medical director.

7. Uniforms. Grantee's employees shall be required to wear uniforms while performing duties associated with the transportation and care of a customer. Uniform style and color provided by Grantee shall have the prior written approval of the Fire Chief and shall not resemble the uniform of the Fire Department.

8. Representation as EMT. Neither Grantee nor its employees shall hold out to the public in any manner that they are trained Emergency Medical Technicians or Paramedics unless they have been so certified by the Texas Department of State Health Services, Emergency Medical Services Division.

9. EMT to Attend Customer. All patient care and transport decisions are the responsibility of the highest medically trained and highest credentialed person on the scene. After a complete patient assessment and if the patient is stable, patient will be attended by the most appropriate certified EMT. In the event of an emergency situation, Grantee shall adhere to Article II.L.6 of this Franchise.

10. Ambulance for Customer Transport Only. Ambulances shall be used only for the purpose of transporting customers.

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ARTICLE III. ADMINISTRATION AND REGULATIONS

A. State-Issued EMS Provider License

1. State License to Be Filed with City. Before commencing operations under this franchise, Grantee shall file with the City Clerk and the Fire Chief, a copy of its EMS Provider License as issued by the State of Texas, Department of State Health Services.

2. Suspension, Revocation, Non-Renewal of State License. Should Grantee's stateissued EMS Provider License be suspended, revoked or not renewed by the State of Texas, Grantee shall not operate any ambulance upon the streets, alleys or public rights-of-way within the City of El Paso until such time as Grantee's EMS Provider License is reinstated or renewed by the State of Texas. Grantee shall immediately notify the Fire Chief of any suspension, revocation, or non-renewal of its state-issued EMS Provider License.

3. Termination of Franchise Where Grantee Not Licensed by State. The basis set forth by the State of Texas for the suspension, revocation, or non-renewal of Grantee's EMS Provider License shall constitute a reasonable basis for the cancellation, termination or revocation of this franchise by the City of El Paso.

B. <u>Rates</u>

1. Grantee's Rates. The Mayor and City Council hereby approve the schedule of maximum rates attached hereto as "Exhibit A" and by reference made a part hereof. Any increase to the listed rates under this franchise shall be subject to the prior approval of the Mayor and City Council before being assessed to any patient or client by Grantee. Grantee shall indicate where any discounts to third parties have been given when providing its payment to the City.

2. Rates for EPFD-directed Emergency Response. Whenever the Grantee shall be directed by the Fire Chief to respond to an emergency as permitted by this franchise or other applicable law, the Grantee shall charge the City of El Paso rates established in the City's Budget Resolution or other resolution appropriately adopted by the El Paso City Council for Grantee's services provided to this franchise, instead of the rates listed for emergency response in the attached "Exhibit A". The discounts referenced in Article III, B.1 above are not applicable to EPFD-directed emergency response.

3. Special Segments: The following shall be handled as stated below:

a. Long Distance. Long Distance transport fee shall only include the base rate and shall exclude mileage from the computation.

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b. Airport Transfer. For calls that originate in the City of El Paso and request transfer to the El Paso International Airport the fee shall only include the base rate and shall exclude mileage from the computation.

c. Special Events. Special events shall be billed only when an actual transport is required to an El Paso hospital from a special event and shall include both the base rate and the mileage.

C. Grantee's Office and Telephone Number

The Grantee shall, at its own cost, maintain an office within the City, which shall be open during all usual business hours, have a publicly-listed telephone with a locally accessible number and sufficient lines and be operated so that complaints and requests for billing or adjustments shall be received on a twenty-four (24) hour basis.

D. Billing Statements

1. Franchising Authority Identified. Grantee's billing statements shall include the Grantee's proper phone number and street address for its El Paso office and shall identify the City as Grantee's franchising authority as follows: Franchising Authority: City of El Paso, Attn: Fire Department, Community Health Program, 416 N. Stanton, Ste. 200, El Paso, Texas 79901.

2. Complaints May Be Sent to City of El Paso. Grantee shall include in each of its billing statements a notice to its clients and patients that copies of complaints may be forwarded to the Grantee's franchising authority, the City of El Paso.

E. <u>Customer Complaints</u>

1. Complaint Procedure shall, in addition to the requirements mandated elsewhere in this franchise, establish procedures for receiving, acting upon, and resolving complaints. A copy of the most current procedures shall be filed with the Fire Chief. The Grantee shall furnish a notice of such procedures to its patients and clients on each of its billing statements.

2. Complaint Logs. The Grantee shall keep a log, which will indicate the name of the complainant, the name of the customer (if different from the complainant), the nature of each complaint, the date and time it was received, the disposition of said complaint and the time and date thereof. This log shall be made available for periodic inspection by representatives of the City.

3. Retention of Complaint Logs. All complaint entries shall be retained on file for a period of two (2) years from the date the complaint entry was made.

4. Multiple complaints - City-ordered Investigation, Analysis and Report. When similar complaints are filed or when other evidence exists which casts doubt on the reliability or quality of Grantee's service, the City shall have the right to require the Grantee to 19

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investigate, analyze, and report on the performance of the transfer service and the personnel involved. Such report shall be delivered to the City no later than fourteen (14) days after the City formally notifies the Grantee and shall include, at a minimum, the following information: the nature of the complaints which precipitated the investigation; the equipment used in rendering services; the procedures employed in rendering services to the complainant or patient; a narrative of the incident and the resulting outcome; and the method by which said complaints were resolved.

5. City May Conduct Own Investigation. The City may conduct its own investigation, analysis and draft reports regarding the Grantee's customer service. The City may also require that an investigation, analysis and report be conducted or supervised by an independent health care professional with demonstrated knowledge and understanding of appropriate EPFD and Medical Transfer procedures and protocols and who is not on the permanent staff of the Grantee.

6. Selection of Independent Health Care Professional. An independent health care professional shall be selected by the Grantee from a list of no less than two persons or firms nominated by the City of El Paso through its Fire Chief. Should Grantee fail to select an independent health care professional from the list of nominees within ten days after receiving the notice identifying the nominees, the City shall be entitled to select the independent health care professional and such selection shall be final. The aforesaid professional shall sign all reports of the investigation and analysis and shall forward the report, including such records as necessary to properly interpret the results of the investigation and analysis, to the City or other designated City representative. The report shall recommend actions to be taken by the Grantee and the City. The reasonable costs of such independent investigation shall be paid by the Grantee is operating in accordance with all performance standards and requirements of this franchise, all costs for such independent investigation shall be paid by the City.

7. Basis for Investigation. The City shall require investigations, analyses, and reports when and under such circumstances as the City has reasonable grounds to believe a) that the health or welfare of the public may be at risk or b) that Grantee's level of service does not meet or comply with the standards of care and service which are customary in the emergency medical profession or which are required by federal, state, or local laws.

F. <u>HHS PRIVACY REGULATIONS.</u> The Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information (Privacy Rule), as amended by the HITECH Act and regulations promulgated thereunder by the U.S. Department of Health and Human Services, and any subsequent amendments or modifications thereto (collectively, "HIPAA"); see 45 CFR Part 160 and Subparts A and E of Part 164, requires that Grantee offer assurances to the City that the Grantee will safeguard any protected health information received or created on behalf of the City. Pursuant to this requirement, the following is set forth:

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Definitions. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.

a. **Agreement** shall refer to this document.

b. **Business Associate** means Grantee.

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c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 160.103.

e. **Information** shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. Secretary shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

- 2. Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2).)
- 3. Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information. The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes:

To provide <u>ambulance</u>, <u>public health</u>, <u>and related support services (service)</u> to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2); 65 Fed. Reg. 82505.)

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- Use of Information for Management, Administrative and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).
- 5. Disclosure of Information for Management, Administration and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or

b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).

 Data Aggregation Services. BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).

7. **BUSINESS ASSOCIATE OBLIGATIONS:**

- a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
- **b.** Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
- c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to CITY within two (2) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).

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^{22-1006-11680/}PL#1152326v.2/Elite Medical Air Transport, LLC d/b/a Emergent Air/JF

- d.
- In accordance with 45 C.F.R. Subcontractors and Agents. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- Right of Access to Information. BUSINESS ASSOCIATE hereby e. agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- Amendment and Incorporation of Amendments. BUSINESS g. ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- BUSINESS ASSOCIATE agrees to make h. **Provide Accounting.** Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. Access to Books and Records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).

ORDINANCE NO.

- **j.** Return or Destruction of Information. At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Subsection F.3 of Article III of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(J)).
- k. Mitigation Procedures. BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- I. Sanction Procedures. BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. Subpart E of 45 C.F.R. Part 164, as amended. To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, as amended, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. Prohibition against the Sale of Protected Health Information. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. Notice and Authorization Required for Electronic Disclosure of PHI. The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- **p.** State Law on Medical Records Privacy. The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.
- 8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
- 9. **Modifications**. The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, of the Code of Federal Regulations, as amended.

ORDINANCE NO.

^{22-1006-11680/}PL#1152326v.2/Elite Medical Air Transport, LLC d/b/a Emergent Air/JF

10. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

ORDINANCE NO.

22-1006-11680/PL#1152326v.2/Elite Medical Air Transport, LLC d/b/a Emergent Air/JF

PASSED AND APPROVED this _____ day of _____, 2022.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mario D'Agostino Fire Chief

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

ORDINANCE NO.

22-1006-11680/PL#1152326v.2/Elite Medical Air Transport, LLC d/b/a Emergent Air/JF

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrume of		thereof, is hereby accepted this	day
		Elite Medical Air Transport, Emergent Air By: Printed Name: Title:	
	ACKNOW	LEDGEMENT	
THE STATE OF TEXAS COUNTY OF EL PASO)))		
	, 2022, by	l before me on this, as	day of
d/b/a Emergent Air.		, on behalf of Elite Medical Air T	ransport, LLC
		Notary Public, State of Texas Notary's Printed or Typed Name:	
My Commission Expires:			
RECEIVED FOR FILIN	G THIS	DAY OF	_, 2022.
	Lau	ra D. Prine, City Clerk	

ORDINANCE NO.

22-1006-11680/PL#1152326v.2/Elite Medical Air Transport, LLC d/b/a Emergent Air/JF

EXHIBIT A

Elite Medical Air Transport, LLC d/b/a Emergent Air

PUBLIC RATES

TRANSPORT TYPE:	RATE	
BLS NON-EMERGENCY	\$600.00	
BLS EMERGENCY	\$800.00	1
ALS NON-EMERGENCY	\$700.00	
ALS-1 EMERGENCY	\$900.00	i.
ALS-2 EMERGENCY	\$1000.00	P
SPECIALITY CARE TRANSPORT (SCT)	\$5000.00	
MILEAGE	\$25.00	

* Discount consideration may be given to the following:

- 1. Patients
- 2. Facilities
- 3. Payors
- 4. Vendors

ORDINANCE NO.



Legislation Text

File #: 22-447, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of being all of Tract 1D, U.S. Government Parcel #6, and a portion of Tract 14-A, and Tract 15-B, Block 27, Ysleta Grant, 175 Midway Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and C-4 (Commercial) 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: 175 Midway Drive Applicant: Ysleta Independent School District, PZRZ21-00027

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

AGENDA DATE: April 26, 2022 PUBLIC HEARING DATE: May 24, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

David C. Samaniego, (915) 212-1608

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of being all of Tract 1D, U.S. Government Parcel #6, and a portion of Tract 14-A, and Tract 15-B, Block 27, Ysleta Grant, 175 Midway Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and C-4 (Commercial) 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: 175 Midway Drive Applicant: Ysleta Independent School District, PZRZ21-00027

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and C-4 (Commercial) to C-1 (Commercial) and imposing conditions to allow for the continued use of a school. City Plan Commission recommended 8-0 to approve the proposed rezoning on February 10, 2022. As of April 19, 2022 the Planning Division has received no 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

DEPARTMENT HEAD:

Philip Eiwe Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO.

AN ORDINANCE CHANGING THE ZONING OF BEING ALL OF TRACT 1D, U.S. GOVERNMENT PARCEL #6, AND A PORTION OF TRACT 14-A, AND TRACT 15-B, BLOCK 27, YSLETA GRANT, 175 MIDWAY DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND C-4 (COMMERCIAL) 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 *being a portion of Tract 1D, U.S. Government Parcel #6, and a portion of Tracts 14-A, 14-A-1, 14-C-4 and Tract 15-B, Block 27, Ysleta Grant, 175 Midway 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-F (Ranch and Farm) and C-4 (Commercial)** 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 increased intensity 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:

1. Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.

2. Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with El Paso City Code Section 18.46.210 Street tree standards.

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

Laura D. Prine City Clerk

ATTEST:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Philip Etiwe Philip F. Etiwe, Director

Philip F. Étiwe, Director Planning & Inspections Department

Wed N. Vigad

Wendi N. Vineyard Assistant City Attorney

ORDINANCE NO.

Zoning Case No: PZRZ21-00027

22-1007-2873 | 1160149 |WNV

Exhibit "A"

A portion of Tract 1, U.S. Government Parcel #6 and a Portion of Tracts 14-A 14-A-1, 14-C-4 and Tract 15-B, Block 27, Ysleta Grant City of El Paso, El Paso County, Texas June 30, 2021

METES AND BOUNDS DESCRIPTION 175 Midway Drive Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of Tract 1D, U.S. Government Parcel #6 and a portion of Tracts 14-A, 14-A-1, 14-C-4 and Tract 15-B, Block 27, Ysleta Grant, 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 cotton spindle at the intersection of Midway Drive (120' R.O.W.) and Student Place (60' R.O.W.); **THENCE**, along center right-of-way line of Student Place, North 14°04'31" West, a distance of 80.00 feet to a point along the said center right-of-way line; **THENCE**, leaving said center right-of-way line, North 75°55'29" East, a distance of 30.00 feet to a point for corner at the easterly right-of-way line of Student Place and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, along said easterly right-of-way line of Student Place and Tract 1D, U.S. Government Parcel #6 and Tracts 14-A and 15-B, Ysleta Grant Surveys, North 14°04'31" West, a distance of 501.16 feet to a point for corner;

THENCE, leaving said easterly right-of-way line of Student Place, 37.75 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is 108°08'00", whose chord bears North 39°59'29" East, a distance of 32.39 feet to a found Chiseled "X" for corner at the southerly right-of-way line of Vocational Drive (R.O.W. Varies);

THENCE, along said southerly right-of-way line of Vocational Drive, South 85°56'31" East, a distance of 113.33 feet to a point for corner along said southerly right-of-way line;

THENCE, continuing along said southerly right-of-way line of Vocational Drive, 47.80 feet along the arc of a curve to the right whose radius is 127.84 feet, whose interior angle is 21°25'30", whose chord bears North 83°20'44" East, a distance of 47.53 feet to a point for corner at the common boundary line of Tracts 14-A and 14-C-1 and the southerly right-of-way line of Vocational Drive;

THENCE, leaving said southerly right-of-way line and along the common boundary line of Tracts 14-A, 14-C-1, 14-C-2, 14-C-3, 15-B, South 14°04'31" East, a distance of 156.80 feet to a point for corner;

THENCE, South 46°56'31" East, a distance of 321.38 feet to a point for corner at the common boundary line and Tract 14-A-1 and the northerly right-of-way line of Midway Drive;

THENCE, along said northerly right-of-way of Midway Drive, 258.22 feet along the arc of a curve to the right whose radius is 450.00 feet, whose interior angle is 32°52'38", whose chord bears South 59°30'21" West, a distance of 254.69 feet to a point for corner at the common boundary line of Tracts 14-A and 14-C-1 and the northerly right-of-way line of Midway Drive;

THENCE, along said northerly right-of-way line of Midway Drive and Tract 1, U.S. Government Parcel #6, South 75°55'44" West, a distance of 91.18 feet to a point for corner;

THENCE, leaving said northerly right-of-way line, 31.41 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is 89°59'46", whose chord bears North 59°04'23" West, a distance of 28.28 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 124,318.51 square feet or 2.8539 acres of land more or less.

Carlos M. Jimenez R.P.L.S.# 3950

CAD Consulting Co. 1790 Lee Trevino Drive. Suite 309 El Paso, Texas 79936 (915) 633-6422 I:\M&B\2021\175 Midway (A).wpb



IMPROVEMENT SURVEY

PORTION OF TRACT 1, US GOVERNMENT PARCEL #6, AND A PORTION OF TRACTS 14-A, 14-A-1, 14-C-4 AND TRACT 15-B, BLOCK 27 YSLETA GRANT SURVEYS CITY OF EL PASO, EL PASO COUNTY, TEXAS CONTAINING: 124,318.51 SQ.FT. OR 2.8539 ACRES±

> METES AND BOUNDS DESCRIPTION 175 Midway Drive Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Tract 1, U.S. Government Parcel #6 and a portion of Tract 14—A, 14—A—1, 14—C—4 and Tract 15—B, Block 27, Ysleta Grant Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows: COMMENCING FOR REFERENCE at a found cotton spindle at the intersectionof Midway Drive (120' R.O.W.) and Student Place (60' R.O.W.); THENCE, along center right—of—way line of Student Place, North 14°04'31" West, a distance of 80.00 feet to a point along the said center right—of—way line; THENCE, leaving said center right—of—way line, North 75°55'29" East, a distance of 30.00 feet to a point for corner at the easterly right—of—way line of Student

Place and the POINT OF BEGINNING of the herein described parcel; THENCE, along said easterly right—of—way line of Student Place and Tract 1 U.S. Government Parcel #6 and Tracts 14—A and 15—B, Ysleta Grant Surveys, North 14°04'31" West, a distance of 501.16 feet to a point for corner;

THENCE, leaving said easterly right—of—way line of Student Place, 37.75 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is 108'08'00", whose chord bears North 39'59'29" East, a distance of 32.39 feet to a found Chiseled "X" for corner at the southerly right—of—way line of Vocational Drive (R.O.W. Varies); THENCE, along said southerly right-of-way line of Vocational Drive, South 85°56'31" East, a distance of 113.33 feet to a point for corner along said

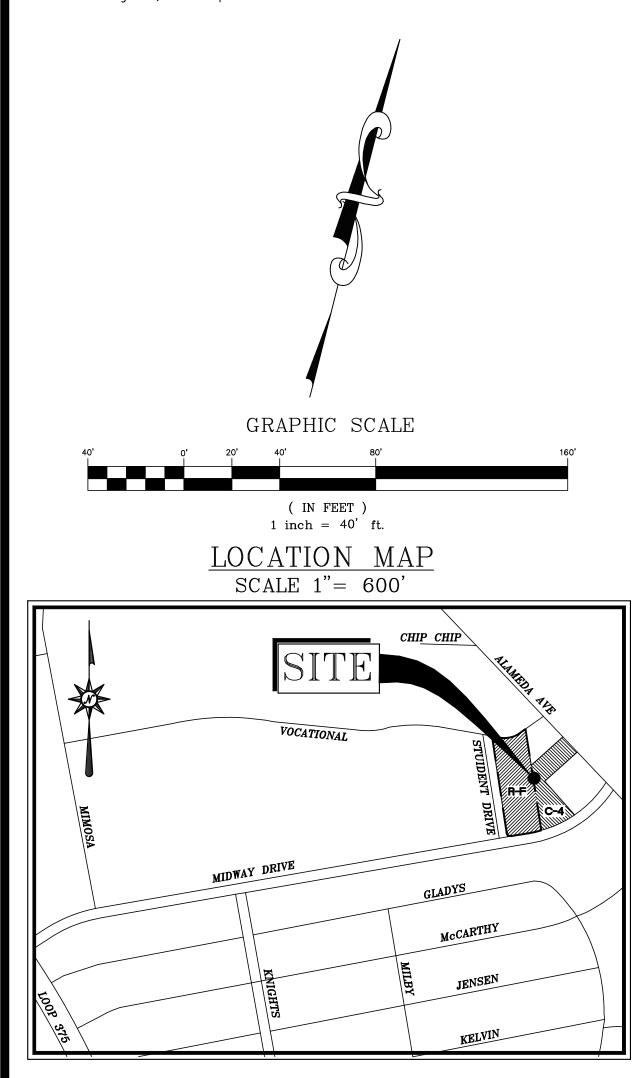
southerly right-of-way line; THENCE, continuing along said southerly right—of—way line of Vocational Drive, 47.80 feet along the arc of a curve to the right whose radius is 127.84 feet, whose interior angle is 21°25'30", whose chord bears North 83°20'44" East, a distance of 47.53 feet to a point for corner at the common boundary line of Tracts 14—A and 14—C—1 and the southerly right—of—way line of Vocational Drive;

THENCE, leaving said southerly right-of-way line and along the common boundary line of Tracts 14-A, 14-C-1, 14-C-2, 14-C-3, 15-B, South 14°04'31" East, a distance of 156.80 feet to a point for corner;

THENCE, South 46°56'31" East, a distance of 321.38 feet to a point for corner at the common boundary line of and Tracts 14—A—1 and the northerly right—of—way line of Midway Drive;

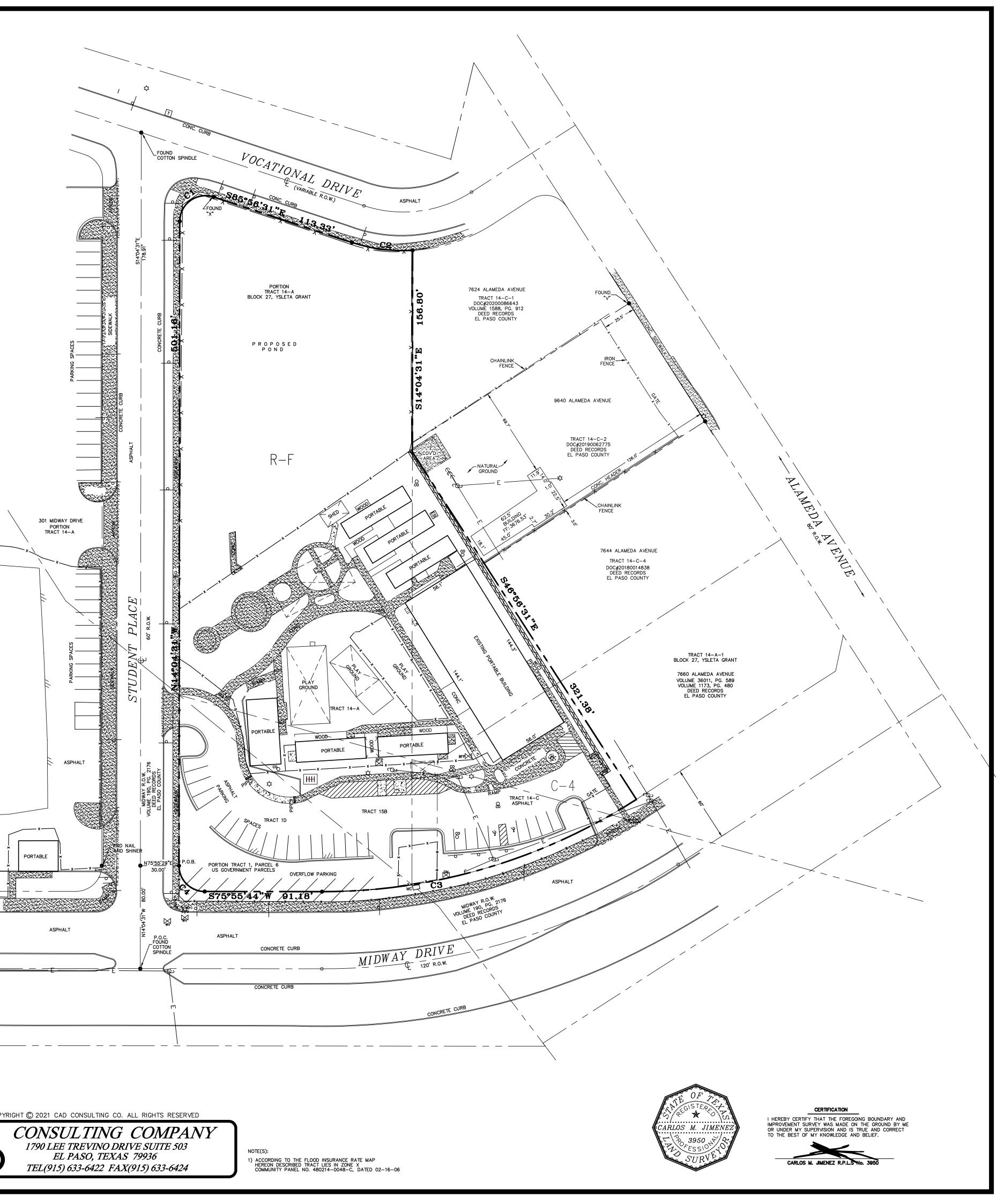
THENCE, along said northerly right—of—way of Midway Drive, 258.22 feet along the arc of a curve to the right whose radius is 450.00 feet, whose interior angle is 32°52'38", whose chord bears South 59°30'21" West, a distance of 254.69 feet to a point for corner at the common boundary line of Tracts 14—A and 14—C—1 and the northerly right—of—way line of Midway Drive; THENCE, along said northerly right-of-way line of Midway Drive and Tract 1 U.S. Government Parcel #6, South 75°55'44" West, a distance of 91.18 feet to a point for corner;

THENCE, leaving said northerly right-of-way line, 31.41 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is 89°59'46", whose chord bears North 59°04'23" West, a distance of 28.28 feet to the POINT OF BEGINNING of the herein described parcel and containing 124,318.51 square feet or 2.8539 acres of land more or less.



		CU	RVE TABLE	
CURVE	LENGTH	RADIUS	DELTA	BEARING
C1	37.75	20.00	108 ° 08'00"	N39°59'29"E
C2	47.80	127.84	21 ° 25'30"	N83°20'44"E
C3	258.22	450.00	32*52'38"	S59°30'21"W
C4	31.41	20.00	89*59'46"	N59 ° 04'23"V

	LEGEND	
¢ LP	= LIGHT POLE	
()) wм	= WATER METER	
🛞 мн	= MANHOLE	
[MC]	= METAL COVER	
co	= CLEAN OUT	
W WB	= WATER BOX	
₩ FH	= FIRE HYDRANT	
<u> </u>	= SIGN	
Т	= TELEPHONE BOX	
Q	= POWER POLE	
BFP	= BACKFLOW PREVENTER	
\longrightarrow	= GUY WIRE	
•	= GUARD POST	
	= OVERHEAD ELECTRIC	
Å	= HANDICAP PARKING	
	= ROCKWALL	
	= CHAINLINK FENCE	







175 Midway Drive

City Plan Commission — February 10, 2022

CASE NUMBER:	PZRZ21-00027
CASE MANAGER:	David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNER:	Ysleta Independent School District
REPRESENTATIVE:	CAD Consulting Co.
LOCATION:	175 Midway Dr. (District 3)
PROPERTY AREA:	2.15 acres
REQUEST:	Rezone from R-F (Ranch and Farm) and C-4 (Commercial) to C-1
	(Commercial)
RELATED APPLICATIONS:	SUSU21-00097 - Major Combination application
PUBLIC INPUT:	One (1) call of inquiry as of February 3, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and C-4 (Commercial) to C-1 (Commercial) to consolidate the school property into one zone district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request subject to the following conditions:

- 1. Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.
- 2. Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with El Paso City Code Section 18.46.210 Street tree standards.

The C-1 zoning recommendation is compatible with the surrounding residential and commercial zone districts.. Further, the proposed use and future development meets the intent of the G3, Post-War land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan in the Mission Valley Planning area.

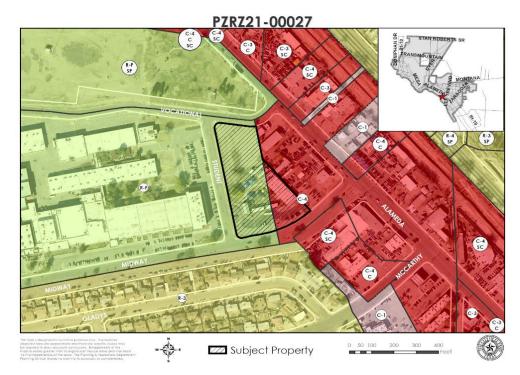


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant proposes to rezone approximately 2.15 acres of land from R-F (Ranch and Farm) and C-4 (Commercial) to C-1 (Commercial) to allow for the continued use of a school. The property is located at 175 Midway Drive within the Mission Valley Planning area. The existing school site consists of multiple parcels that are currently split-zoned R-F (Ranch and Farm) and C-4 (Commercial). The detailed site plan for the subject property shows a school site containing six (6) existing portable buildings, ranging from 771 to 1,266 square-feet, playgrounds, and an existing private pond site. To assure that the development features a pedestrian-friendly, complete street, staff is recommending a condition requiring that street trees be installed along Student Place, Vocational Drive, and Midway Drive in accordance with El Paso City Code Section 18.46.210 Street tree standards. Access to the subject property is from Midway Drive and Student Place.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed use and future development meets the intent of the G-3, Post-War land use designation of *Plan El Paso* within the Mission Valley Planning area. The nearest park is Riverside Park (0.08 miles) and the subject property is a school: Ysleta Head Start Center. Surrounding properties consist of: to the west is Riverside High School, zoned R-F (Ranch and Farm). To the north is zoned R-F (Ranch and Farm) and consists of vacant land. To the east is zoned C-4 (Commercial) and consists of the remainder of the split-zoned school site – further east is zoned C-4 (Commercial and features automotive sales and a restaurant. To the south is zoned C-4/sc (Commercial/special contract) and R-3 (Residential) and consists of automotive repair and single-family dwelling uses.

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: <u>G-3, Post-War</u>: 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 G-3, Post-War land use designation is compatible with the proposed C-1 (Commercial) zone district and the abutting C-4 (Commercial) district. The existing use of a school is a permitted use in every zoning district; however, this will allow the school site to be consolidated under one zoning district and remain as built and allow future expansion.	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: <u>C-1 (Commercial) District</u> : The purpose of the district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of 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 the surrounding zoning districts. The property to the west is Riverside High School, zoned R-F (Ranch and Farm), to the north is zoned R-F (Ranch and Farm)and consists of vacant land, to the east is zoned C-4 (Commercial) and consists of the remainder of the split-zoned school site – further east is zoned C-4 (Commercial) and features automotive sales and restaurant uses. To the south is zoned C-4/sc (Commercial/special contract) and R-3 (Residential) and consists of automotive repair and single-family residential uses.	
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	Yes. The development is located in proximity to various public transit facilities. The property has access to Midway Drive, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP).	

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:

TOHOWING RUCTORS.		
property on the block with an alternative zoning		
district, density, use, and/or land use.		
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY,		
AFTER EVALUATING THE FOLLOWING FACTORS:		
Historic District or Special Designations & Study Area	No, the proposed development is not located within	
Plans: Any historic district or other special designations	any historic districts or other special designation areas.	
that may be applicable. Any adopted small areas plans,		
including land-use maps in those plans.		
Potential Adverse Effects: Potential adverse effects	There are no adverse effects anticipated from the	
that might be caused by approval or denial of the	proposed rezoning. The existing infrastructure was	
requested rezoning.	originally designed for the proposed use and is	
	permitted in the C-1 (Commercial) zone district.	
Natural Environment: Anticipated effects on the	The subject property does not involve	
natural environment.	greenfield/environmentally sensitive land or arroyo	
	disturbance.	
Stability: Whether the area is stable or in transition.	The area is stable and there has not been any rezonings	
	in the immediate area within the last ten years.	
Socioeconomic & Physical Conditions: Any changed	The existing zoning of R-F (Ranch and Farm) requires	
social, economic, or physical conditions that make the	large setbacks that prohibit future development of the	
existing zoning no longer suitable for the property.	school site. The proposed rezoning to C-1 (Commercial)	
	consolidates the school site under one zone district.	

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property has access from Midway Drive, which is classified as a major arterial and from Student Place, which is classified as a local street on the City of El Paso's Major Thoroughfare Plan (MTP). Both roads are adequate to serve the school site. In addition, water and sanitary sewer service to the school are existing, via a 12-inch diameter water main extending along Student Place, and an existing 8-inch diameter water main extending along Midway Drive, located approximately 25-feet south of the north right-of-way line. There are existing five-foot sidewalks around the perimeter of the school site.

PUBLIC COMMENT: The subject property lies within the Mission Valley Planning area. Notices were mailed to property owners within 300 feet of the subject property on November 30, 2021. As of February 3, 2022, Planning has received one (1) phone call of inquiry, but no communication in support or opposition to the rezoning request.

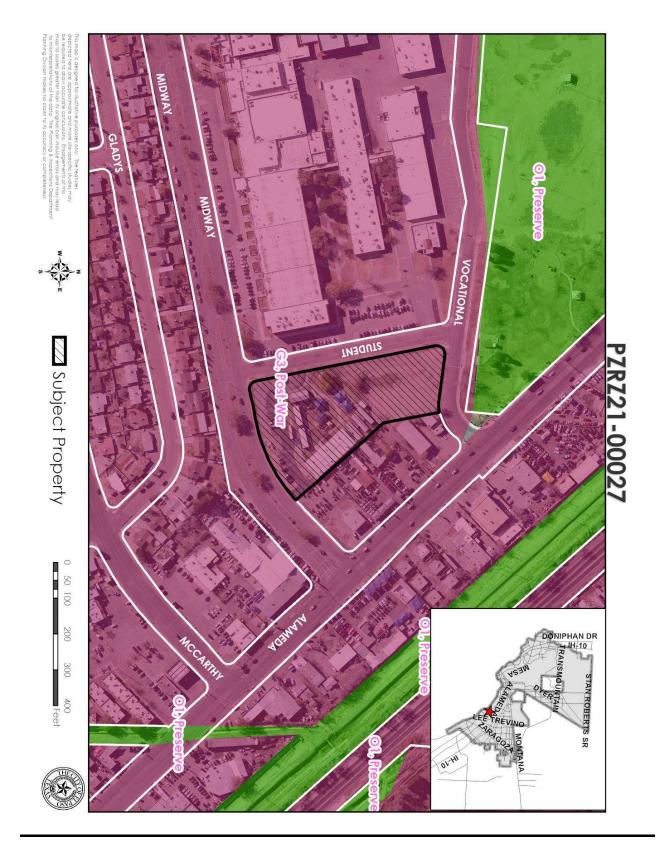
RELATED APPLICATIONS: SUSU21-00097 - Major Combination application, was approved by the City Plan Commission on December 2, 2021 on a Major Combination basis.

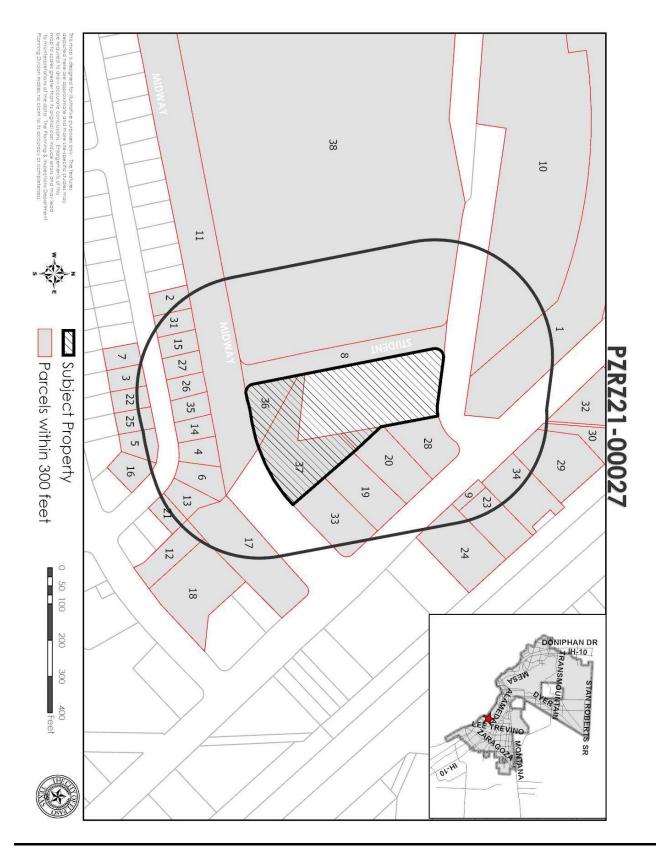
CITY PLAN COMMISSION OPTIONS:

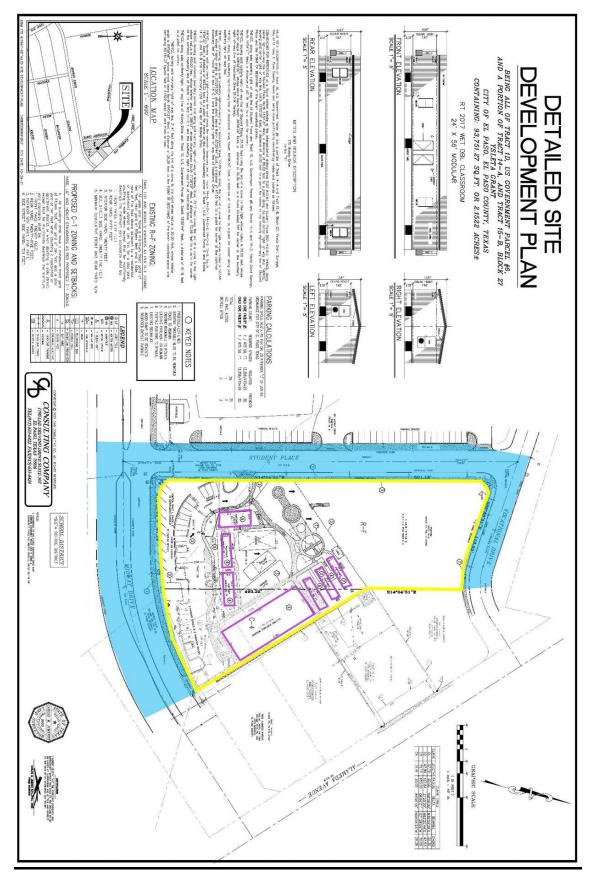
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 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.

- 1. Future Land Use Map
- 2. Neighborhood Notification Boundary Map
- 3. Detailed Site Plan
- 4. Department Comments







Planning and Inspections Department – Planning

Planning recommends approval of the proposed rezoning with the following conditions:

- 1. Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.
- 2. Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with El Paso City Code Section 18.46.210 Street tree standards.

Planning and Inspections Department – Plan Review and Landscaping Division

No objections to proposed rezoning. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

No objections to proposed rezoning.

Fire Department

Recommend approval - no adverse comments.

<u>Sun Metro</u> Recommend approval – no objections.

El Paso Water

We have reviewed the subdivision and provide the following comments:

El Paso Water (EPWater) does not object to this request.

Alameda Ave. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Alameda Ave. right-of-way requires written permission from TxDOT.

Water:

There is an existing 12-inch diameter water main extending along Student Pl., located approximately 9-feet west of the east right-of-way line. This main is available for service.

There is an existing 8-inch diameter water main extending along Midway Dr., located approximately 25-feet south of the north right-of-way line. This main is available for service.

There is an existing 12-inch diameter water main extending along Alameda Ave., located approximately 9.5-feet east of the west right-of-way line. This main is available for service.

EPWater records indicate an active 3/4-inch domestic water meter serving the subject property. The service address for this meter is 7640 Alameda Ave.

EPWater records indicate an active 1.5-inch domestic water meter serving the subject property. The service address for this meter is 175 Midway Dr.

Previous water pressure from fire hydrant #2901 located on the northeast corner of the intersection of Midway Dr. and Student Pl. has yield a static pressure of 120 (psi), a residual pressure of 110 (psi), and a discharge of 1,363 gallons per minute. The owner should, for his own protection and at his own expense,

install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Midway Dr., located approximately 10-feet north of the south right-of-way line. This main dead-ends approximately 235-feet east of Student Pl. This main is available for service.

There is an existing 18-inch diameter sanitary sewer main extending along Alameda Ave., located approximately 20.5-feet west of the east right-of-way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

General:

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 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 – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

- 1. We have done a 5-Day review on the above site under the subdivision name: Ysleta Head Start Center.
- 2. The existing ponding area shown, shall remain and have the capacity for a 100-yr. storm event.

9

El Paso County Water Improvement District #1

EPCWID1 has no comments on the rezoning.

<u>911</u>

The 911 District has no comments/concerns regarding this rezoning.

<u>El Paso Police Dept.</u> No comments.

Streets and Maintenance Department

No comments received.

Environment Services

No comments received.

Texas Department of Transportation

No comments received.



175 Midway Dr. Rezoning

PZRZ21-00027

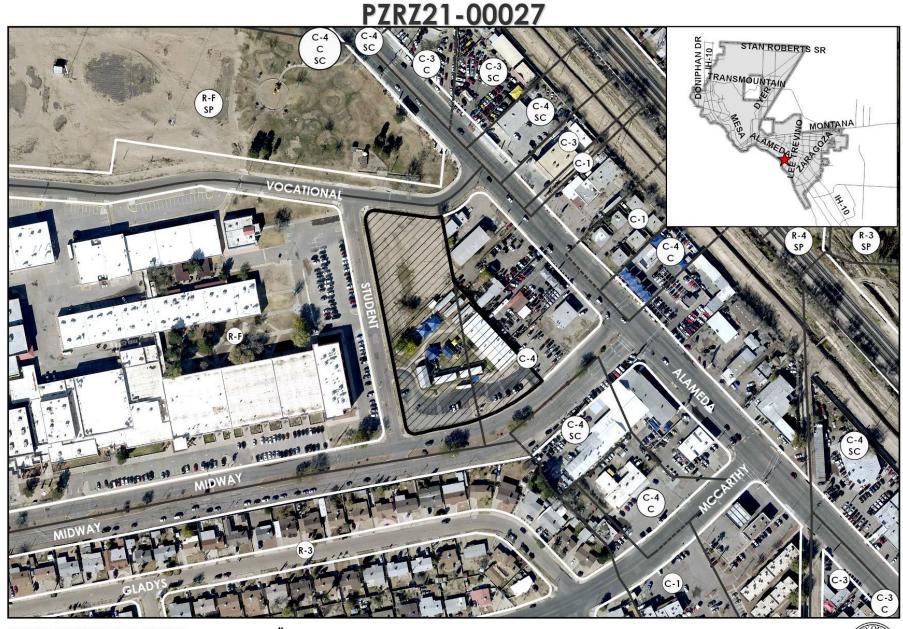






Recommendation

- Staff recommends approval of the rezoning request with conditions;
- City Plan Commission recommends approval (8-0) of the rezoning request, subject to the following conditions:
- Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.
- 2. Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with Section 18.46.210 Street tree standards.





Aerial

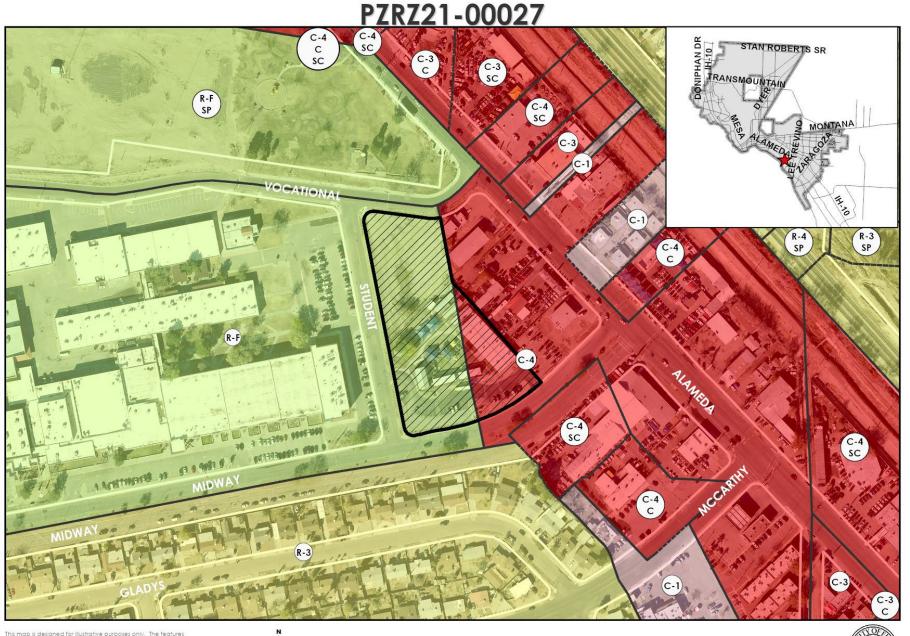


This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Flaragements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.





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ZZZ Subject Property

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Feet



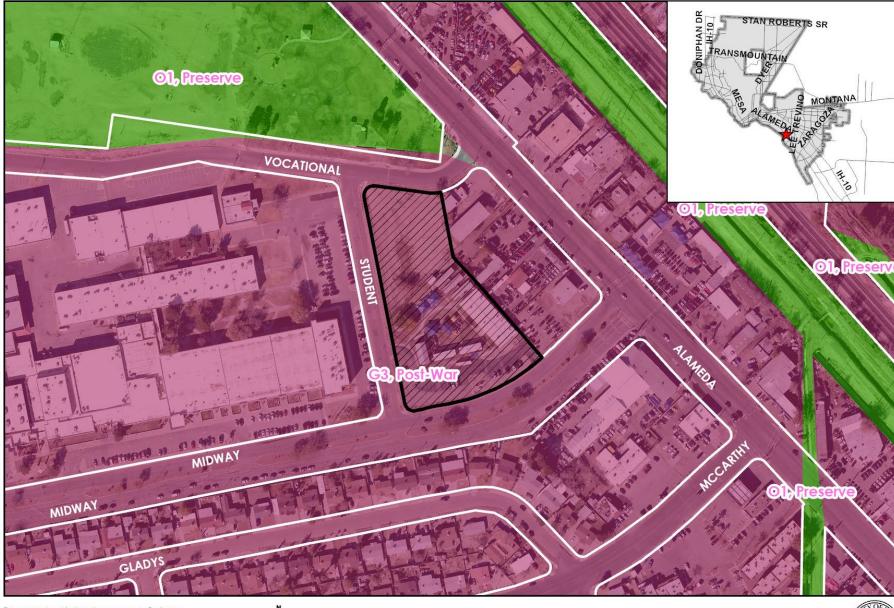
Existing Zoning



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PZRZ21-00027



CITY OF EL PASO

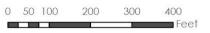
Future Land Use

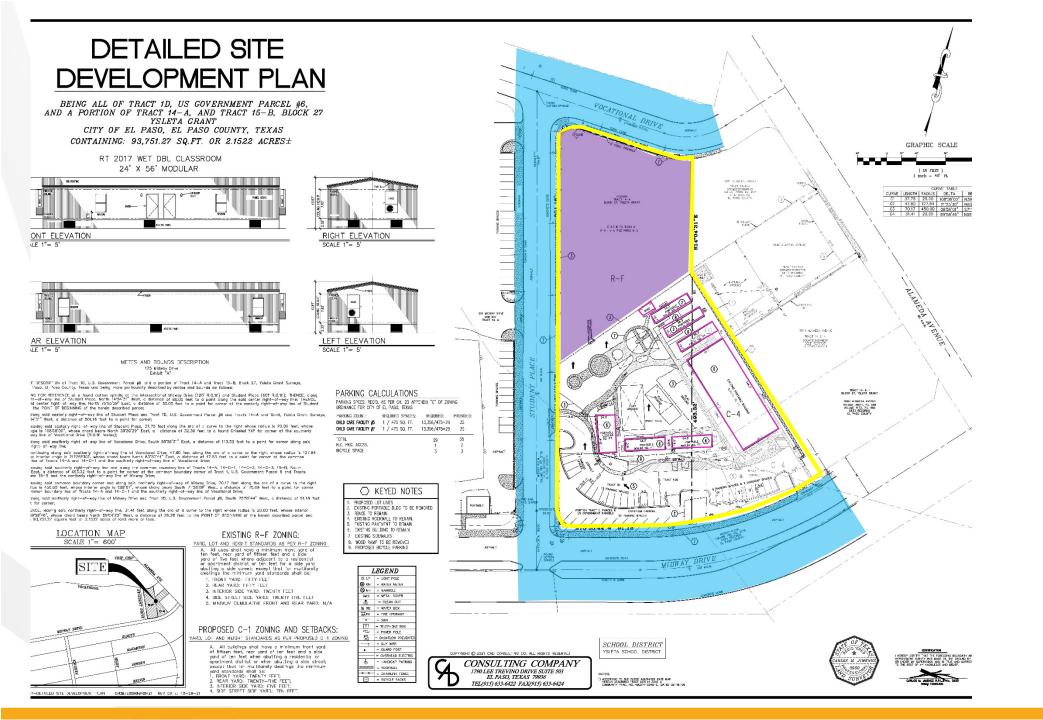


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etailed

CITY OF EL PASO

Detailed Site Plan

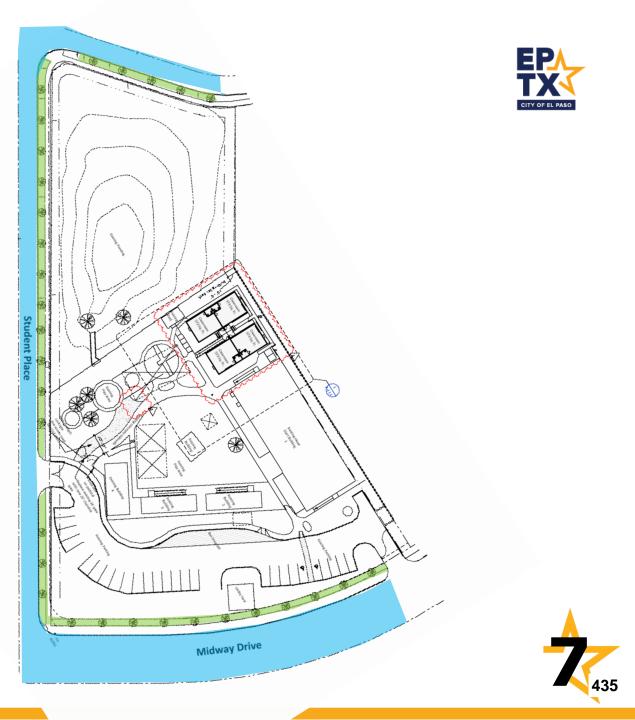


Proposed Conditions

- 1. Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.
- 2. Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with Section 18.46.210 Street tree standards.

Street Tree Plan

> Thirty-one (31) trees spaced at 30' apart





Subject Property



Midway Dive & Student Place

Student Place



Surrounding Development









S

W

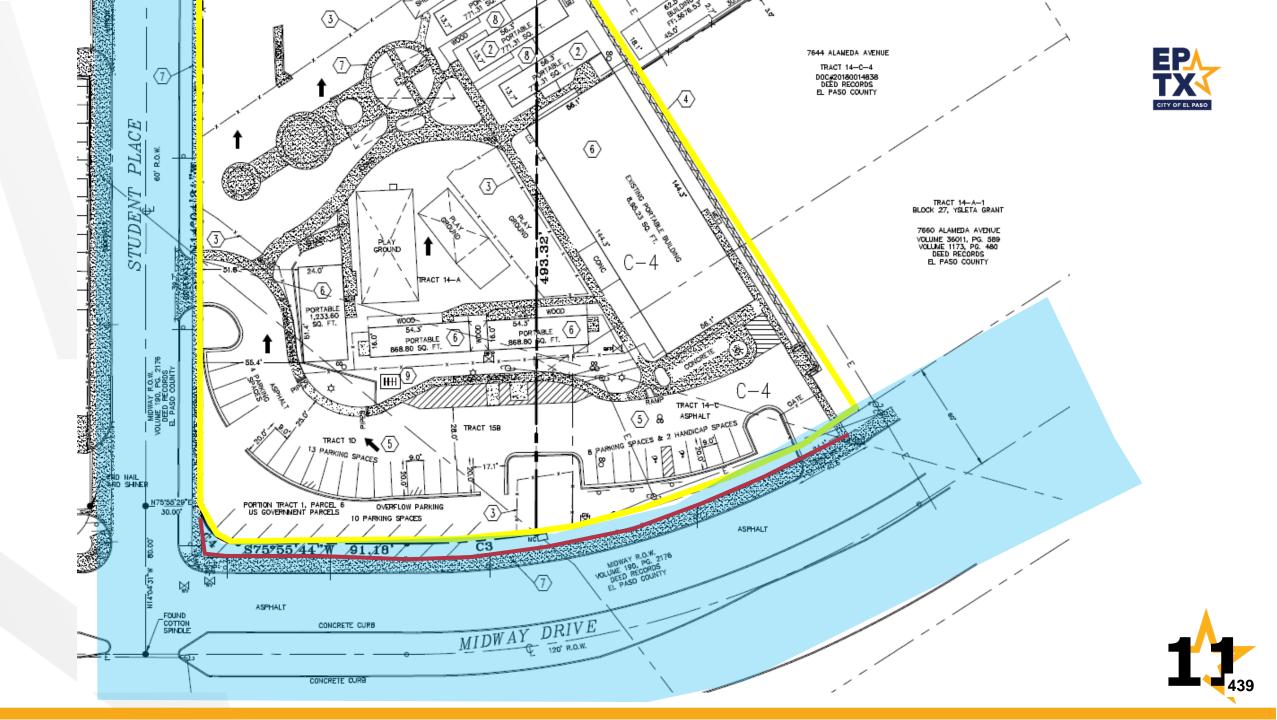
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Public Input

- Notices were mailed to property owners within 300 feet on November 30, 2021.
- As of April 19, 2022, the Planning Division has received one (1) phone call of inquiry, but no communication 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



175 Midway Dr. Rezoning

PZRZ21-00027

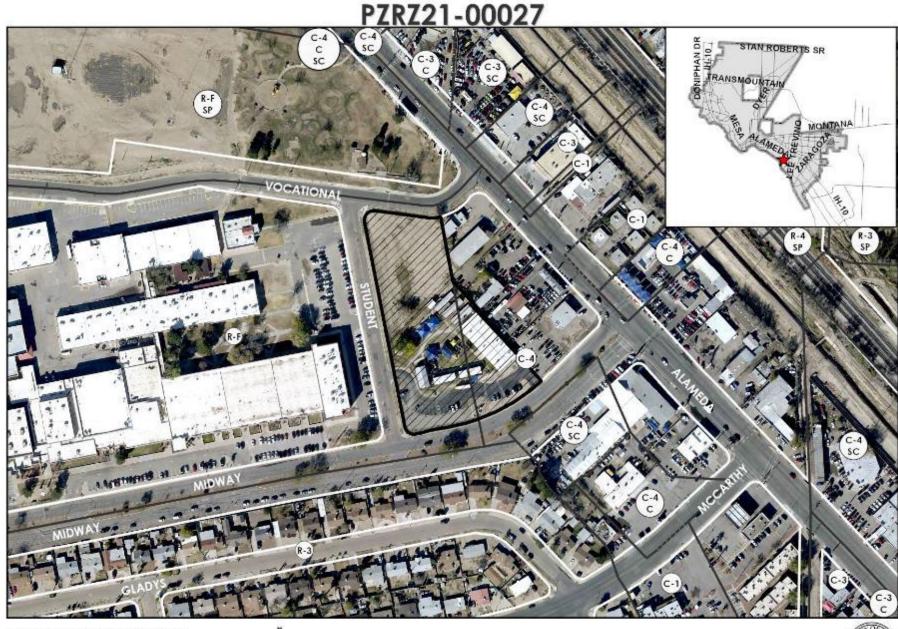






Recommendation

- Staff recommends approval of the rezoning request, subject to the following conditions:
 - Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.
 - 2. Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with Section 18.46.210 Street tree standards.
- City Plan Commission recommends
 approval (8-0)





Aerial

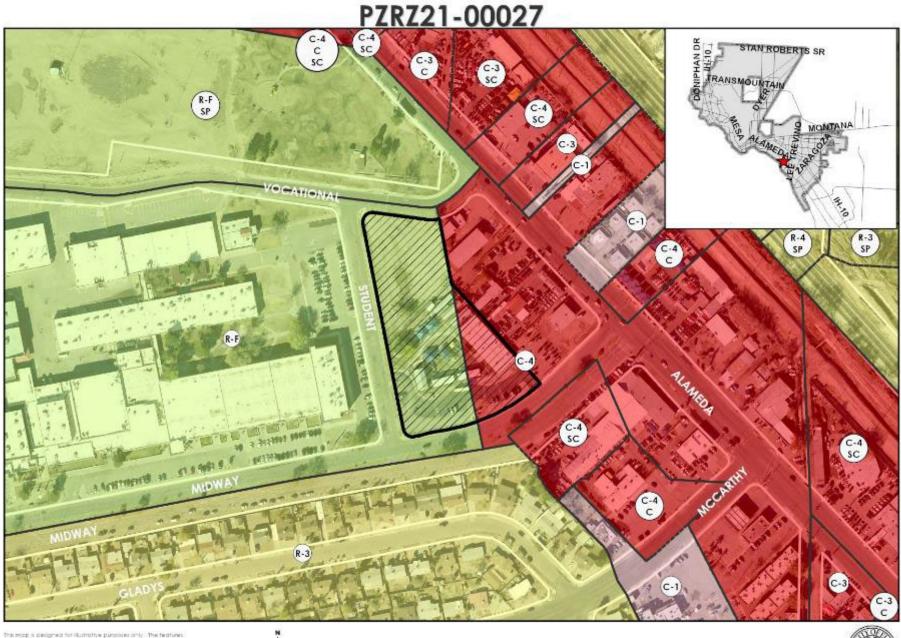


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ZZZ Subject Property

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Existing Zoning



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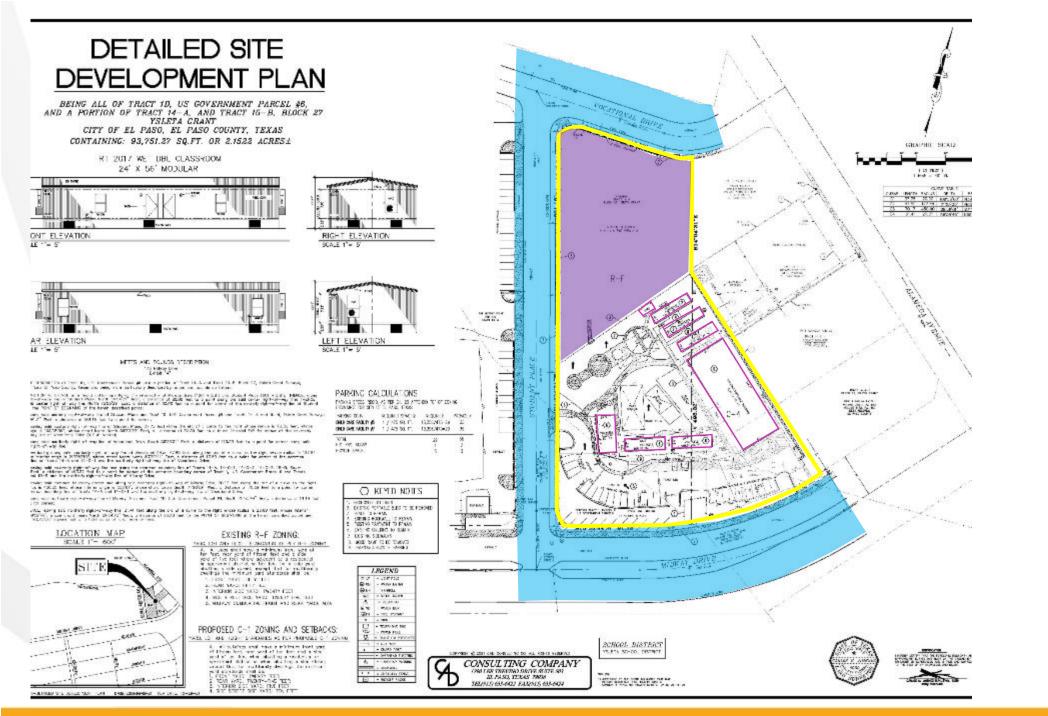
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Future Land Use



Feel



EPA TXV Offel Past

Detailed Site Plan

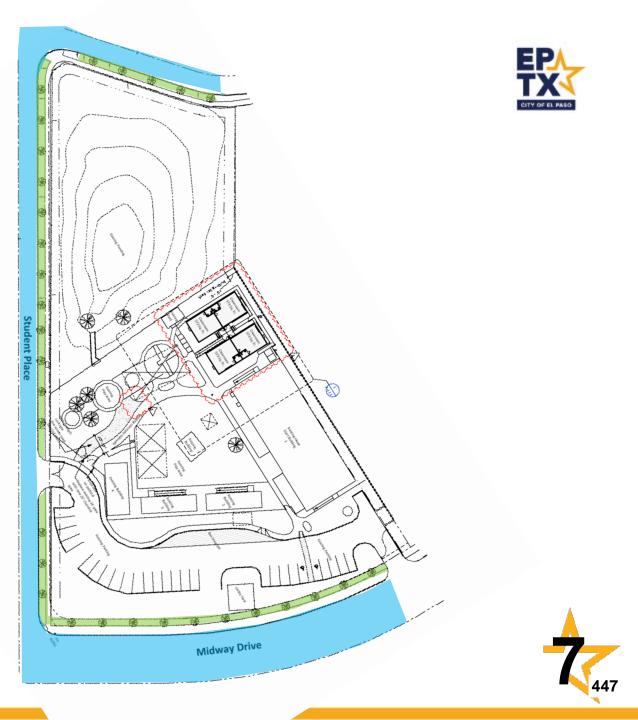


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Street Tree Plan

> Thirty-one (31) trees spaced at 30' apart





Subject Property



Midway Dive & Student Place

Student Place



Surrounding Development



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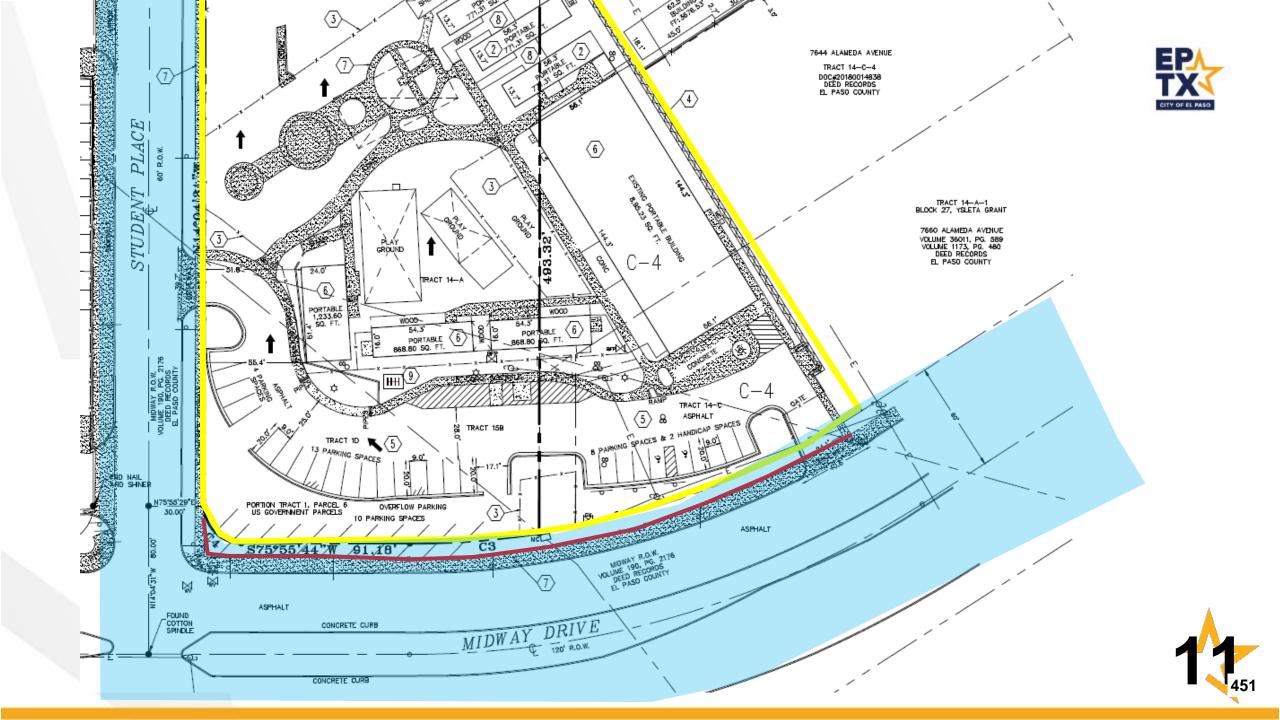


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Public Input

- Notices were mailed to property owners within 300 feet on November 30, 2021.
- As of February 10, 2022, the Planning Division has received one (1) phone call of inquiry, but no communication in support nor opposition to the request.







Mission

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Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

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Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 22-506, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Brenda R. Cantu, (915) 212-1500

AGENDA LANGUAGE:

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

An Ordinance to amend Title 5 (Business License and Permit Regulations) Chapter 5.02 (Alcoholic Beverages), Section 5.02.090 (City Protest of Permit/License), Section 5.02.100 (City Liquor License/Permit - Fee) and Section 5.02.140 (Liquor License/Permit - Term); The penalty as provided in 5.02.170 (Violations and Penalties) of the El Paso City Code.

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

AGENDA DATE: May 10, 2022 PUBLIC HEARING DATE: May 24, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Brenda R. Cantu, (915) 212-1500

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes 3.2 Improve the visual impression of the community

SUBJECT:

An ordinance to amend Title 5 (Business License and Permit Regulations) Chapter 5.02 (Alcoholic Beverages), Section 5.02.090 (City Protest of Permit/License), Section 5.02.100 (City Liquor License/Permit – Fee) and Section 5.02.140 (Liquor License/Permit – Term); The penalty as provided in 5.02.170 (Violations and Penalties) of the El Paso City Code.

BACKGROUND / DISCUSSION:

This modification to the City Code is required in order to comply with recent changes made by the Texas Alcoholic Beverage Commission (TABC). The TABC changes were made because of amendments enacted by the 87th Texas Legislature directing the TABC to consolidate the number of license and permits that they offered. Based on the amendments, the El Paso City Code requires changes to comply with new TABC license and permit consolidations.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division **SECONDARY DEPARTMENT:** N/A

DEPARTMENTHEAD:

Kevin Smith

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

for

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATION) CHAPTER 5.02 (ALCOHOLIC BEVERAGES) SECTION 5.02.090 (CITY PROTEST OF PERMIT/LICENSE) AND SECTION 5.02.100 (CITY LIQUOR LICENSE/PERMIT—FEE) AND SECTION 5.02.140 (LIQUOR LICENSE/PERMIT— TERM); THE PENALTY AS PROVIDED IN 5.02.170 OF THE EL PASO CITY CODE.

WHEREAS, El Paso City Code, Title 5 (Business License and Permit Regulations), Chapter 5.02 (Alcoholic Beverages) contains various permits related to alcoholic beverages in accordance with the Texas Alcoholic Beverage Code;

WHEREAS, the 87th Texas Legislature recently enacted legislation requiring the City to update Chapter 5.02 (Alcoholic Beverages) of the El Paso City Code;

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

SECTION 1: That Title 5 (Business License and Permit Regulation) Chapter 5.02 (Alcoholic Beverages) Section 5.02.090 (City Protest of Permit/License) is amended in its entirety and replaced with the following section:

5.02.090 - City protest of permit/license

- A. The City Manager for the City of El Paso may protest the issuance of alcoholic beverage licenses to the County Judge and the Texas Alcoholic Beverage Commission in accordance with Texas Alcoholic Beverage Code Section 61.314. Evidence supporting the protest shall be presented by the City Manager with the assistance of the City Attorney if necessary.
- B. The City Manager may protest the issuance or renewal of a state permit or license in compliance with Texas Alcoholic Beverage Commission Code Sections 11.432 and 61.314. Evidence supporting the protest shall be presented to the City Manager with the assistance of the City Attorney if necessary.

SECTION 2: That Title 5 (Business License and Permit Regulation) Chapter 5.02 (Alcoholic Beverages) Section 5.02.100 (City Liquor License/Permit—Fee) is amended in its entirety and replaced with the following section:

5.02.100 - City Liquor License/Permit -Fee

A. Once an applicant has obtained a license or permit from the Texas Alcoholic Beverage Commission, they must also obtain the corresponding license or permit from the City prior to operations. There shall be charged and collected by the City the established fee from every licensee or permittee issued any license or permit by the state or its authorized agents, and from which licensee or permittee the City is given the power by the Texas Alcoholic Beverage Code to collect a fee. The City license or permit shall correspond to the same class of license or permit issued to such licensee or permittee by the state. B. No person may manufacture, distill, brew, sell, import, export, transport, distribute, possess, possess for the purpose of sale, warehouse, store, bottle, rectify, blend, treat, fortify, mix, or process alcoholic beverages or possess equipment or material designed for or capable of use for manufacturing alcoholic beverages without first paying the established fee and obtaining applicable license(s) or permit(s) from the City in accordance with the Texas Alcoholic Beverage Code.

SECTION 3: That Title 5 (Business License and Permit Regulation) Chapter 5.02 (Alcoholic Beverages) Section 5.02.140 (City Liquor License/Permit—Term) is amended in its entirety and replaced with the following section:

5.02.140 - City Liquor License/Permit—Term

A license or permit issued under this Chapter expires on the second anniversary of the date it is issued.

Except as herein amended, Title 5 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ______ day of _____, 20___.

THE CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Russell Aboln

Russell T. Abeln Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for

Philip F. Etiwe, Director Planning & Inspections Department

Chapter 5.02 ALCOHOLIC BEVERAGES

Sections:

5.02.010 Compliance required.

No person may manufacture, distill, brew, sell, import, export, transport, distribute, possess, possess for the purpose of sale, warehouse, store, bottle, rectify, blend, treat, fortify, mix, or process alcoholic beverages or possess equipment or material designed for or capable of use for manufacturing alcoholic beverages unless the use is authorized by and the person has complied with all applicable requirements of the Texas Alcoholic Beverage Code, and Title 20 and 21 of the City Code, as amended, and the person has paid the established fee and obtained a permit of the type required pursuant to the terms of this chapter.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.020 Definitions.

A word or term used in this chapter that is specifically defined by the Texas Alcoholic Beverage Code shall be construed to have the same meaning established by the Texas Alcoholic Beverage Code, as amended.

"Alcoholic beverage" means alcohol or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

"City secretary" means the permit official or other designee of the city manager whenever referenced in the Texas Alcoholic Beverage Code.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.030 Construction consistent with state law.

This chapter is intended to be in conformity with the Texas Alcoholic Beverage Code and with all the rules and regulations promulgated under authority of the Texas Alcoholic Beverage Commission, both as amended.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.040 No vested right conferred.

The sale of alcoholic beverages is a privilege and this chapter is not intended to give any person a vested right to engage in such business.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.050 Existing liquor districts are repealed.

Liquor districts were repealed as of August 1, 2000.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.060 Applicability to annexed territories.

- A. When at the time of any annexation of territory to the city there was in actual existence in the annexed area a place of business at which alcoholic beverages or intoxicating liquors were lawfully sold, the room in which such business was then being conducted shall be deemed a nonresidential section for the purposes of this section, and such business may continue to operate, but only upon the following conditions:
 - 1. The person operating or desiring to operate such business shall file with the permit official an affidavit made by himself and by another person knowing the facts and competent to testify, showing the fact that such business was in lawful operation at the time of annexation, the location then actually occupied by the business, and the name and address of the owner of the business.
 - 2. Such person shall also produce for inspection a current valid state license or permit under which the business was being operated at the time of annexation and shall file a copy thereof.
 - 3. A business operated under authority of this section shall not be enlarged or extended; and if the business shall cease to be conducted for a continuous period of one hundred and twenty days, it shall be deemed to be permanently abandoned, and all rights to operate an alcoholic beverage business in that location by virtue of this section shall expire.
- B. The privilege granted by the above provision shall apply in the case of both past and future annexations.
- C. Nothing in this section shall authorize any act which is unlawful under Title 20 or 21 of this Code, relating to zoning.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.070 Certification of compliance with city requirements for application to the Texas Alcoholic Beverage Commission.

- A. This section applies to an application for a permit or license required by the Texas Alcoholic Beverage Code when the Texas Alcoholic Beverage Code requires certification by the city that the sale of alcoholic beverages at the place of business is authorized by city ordinance. This section also applies to a permittee seeking to change the place, address, premises, or location for which the permit or license is issued, when the Texas Alcoholic Beverage Code requires certification by the city that the sale of alcoholic beverages at the place of business is authorized by the city that the sale of alcoholic beverages at the place of business is authorized by city ordinance.
- B. The applicant for a permit or license subject to this section shall file a completed and verified application with the permit official. The application shall be on forms promulgated by the Texas Alcoholic Beverage Commission.
- C. The permit official shall forward copies of the completed and verified application to the appropriate city officials.
- D. Each city official receiving a copy of the application under subsection C. shall require that a proper investigation and inspection be conducted necessary to certify the findings required by the official under this section. If the place of business was inspected in the twelve months preceding the date the application was filed, the city official may make his certification without reinspecting the place of business if there has been no material change since the previous inspection that would affect the certification required by this section, as determined by the official in his sole discretion.
- E. The applicant shall make the business place available for all inspections authorized and undertaken under this section. Inspections under subsection D. may relate, without limitation, to the requirements established by the zoning code, building code, plumbing code, mechanical code, gas code, electrical code and fire code,

as may be amended; and to any provisions of this Code of ordinances and state requirements that are administered or enforced by the department of public health.

- F. If the building official determines that the sale of alcoholic beverages at the place of business is an authorized use at that location and the place of business complies with all applicable provisions of the building code, plumbing code, mechanical code, gas code and electrical code, as may be amended, the building official shall certify that finding.
- G. If the fire chief certifies that the place of business complies with all applicable provisions of the fire code, the fire chief shall certify that finding to the permit official.
- H. If the director of the department of public health determines that the place of business complies with all applicable provisions of the city or state health code that are enforced by the department of public health, the director shall certify that finding to the permit official.
- I. If the departments listed in subsections F., G. and H. are unable to provide the required certifications because a structure, or retrofit or remodeling at the proposed place of business has not been completed, then the departments may provide an interim certification to the permit official, and the permit official may certify the application. However, occupancy and the conduct of business at the place of business is prohibited until a certificate of occupancy for the place of business, a city alcoholic beverage permit or license and a food license have been issued.
- J. When the permit official receives the certifications required in subsections F., G., and H., the permit official shall certify on the application that the place of business is in a "wet area" and that the sale of alcoholic beverages for which the permit or license is sought is not prohibited at that location by any provisions of the El Paso City Charter or City Code. The permit official shall forward the certified application to the Texas Alcoholic Beverage Commission.
- K. If the permit official does not receive the certifications required in subsections F., G., and H., or the permit official cannot otherwise certify on the application that the sale of alcoholic beverages at the place of business is authorized by city charter or city code, the permit official shall not certify the application.
- L. The applicant may appeal the permit official's denial of the certification of the application to the city council by written notice filed with the city clerk within ten days of the applicant's receipt of the notice of denial of the certification from the permit official.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012; Ord. No. 18968, § 5, 9-3-2019)

5.02.080 Resubmission of application.

Once a permit or license has been denied by the city council for a specific place of business, an applicant shall not be allowed to resubmit an application for that same location until twelve months has elapsed from the date the city council denied the previous permit or license application.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.090 City protest of permit/license.

A. The city manager for the City of El Paso may protest the issuance of state beer licenses, wine and beer permits, beer distributor's and beer manufacturer's alcoholic beverage licenses to the county judge and the Texas Alcoholic Beverage Commission in accordance with Texas Alcoholic Beverage Code Section 61.32.
 61.314. Evidence supporting the protest shall be presented by the city manager with the assistance of the city attorney if necessary.

B. The city manager may protest the issuance or renewal of a state permit or license in compliance with Texas Alcoholic Beverage Commission Code Sections <u>11.41</u> 11.432 and <u>61.32</u> 61.314. Evidence supporting the protest shall be presented by the city manager with the assistance of the city attorney if necessary.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.100 City Liquor license/permit—Fee.

- A. Once an applicant has obtained a license or permit from the Texas Alcoholic Beverage Commission, they must also obtain the corresponding license or permit from the City prior to operations. There shall be charged and collected by the city the established fee from every licensee or permittee issued any license or permit by the state or its authorized agents, and from which licensee or permittee the city is given the power by the Texas Alcoholic Beverage Code to collect a fee. The city license or permit shall correspond to the same class of license or permit issued such licensee or permittee by the state.
- B. No person may manufacture, distill, brew, sell, import, export, transport, distribute, possess, possess for the purpose of sale, warehouse, store, bottle, rectify, blend, treat, fortify, mix, or process alcoholic beverages or possess equipment or material designed for or capable of use for manufacturing alcoholic beverages without first paying the established fee and obtaining the following applicable license(s) or permit(s) from the city in accordance with the Texas Alcoholic Beverage Code.
- A. Once an applicant has obtained a license or permit from the Texas Alcoholic Beverage Commission, they must also obtain the corresponding license or permit from the city. There shall be charged and collected by the city the established fee from every licensee or permittee issued any license or permit by the state or its authorized agents, and from which licensee or permittee the city is given the power by the Texas Alcoholic Beverage Code to collect a fee. The city license or permit shall correspond to the same class of license or permit issued such licensee or permittee.
- B. No person may manufacture, distill, brew, sell, import, export, transport, distribute, possess, possess for the purpose of sale, warehouse, store, bottle, rectify, blend, treat, fortify, mix, or process alcoholic beverages or possess equipment or material designed for or capable of use for manufacturing alcoholic beverages without first paying the established fee and obtaining the following applicable license(s) or permit(s) from the city:
 - 1. Brewer's permit, as defined by Chapter 12 of the Texas Alcoholic Beverage Code.
 - 2. Nonresident brewer's permit, as defined by Chapter 13 of the Texas Alcoholic Beverage Code.
 - 3. Distiller's and rectifier's permit, as defined by Chapter 14 of the Texas Alcoholic Beverage Code.
 - 4. Winery permit, as defined by Chapter 16 of the Texas Alcoholic Beverage Code.
 - 5. Wine bottlers permit, as defined by Chapter 18 of the Texas Alcoholic Beverage Code.
 - 6. Wholesaler's permit, as defined by Chapter 19 of the Texas Alcoholic Beverage Code.
 - 7. General class B wholesaler's permit, as defined by Chapter 20 of the Texas Alcoholic Beverage Code.
 - 8. Local class B wholesaler's permit, as defined by Chapter 21 of the Texas Alcoholic Beverage Code.
 - 9. Package store permit, as defined by Chapter 22 of the Texas Alcoholic Beverage Code.
 - 10. Local distributor's permit, as defined by Chapter 23 of the Texas Alcoholic Beverage Code.
 - 11. Wine only package store permit, as defined by Chapter 24 of the Texas Alcoholic Beverage Code.
 - 12. Wine and beer retailer's permit, as defined by Chapter 25 of the Texas Alcoholic Beverage Code.

- 13. Wine and beer retailer's off-premise permit, as defined by Chapter 26 of the Texas Alcoholic Beverage Code.
- 14. Mixed beverage permit, as defined by Chapter 28 of the Texas Alcoholic Beverage Code.
- 15. Mixed beverage late hours permit, as defined by Chapter 29 of the Texas Alcoholic Beverage Code.
- 16. Daily temporary mixed beverage permit, as defined by Chapter 30 of the Texas Alcoholic Beverage Code.
- 17. Caterer's permit, as defined by Chapter 31 of the Texas Alcoholic Beverage Code.
- 18. Other private club late hours permits, as defined by Chapter 33 of the Texas Alcoholic Beverage Code.
- 19. Reserved.
- 20. Beverage cartage permit, as defined by Chapter 44 of the Taxes Alcoholic Beverage Code.
- 21. Bonded warehouse permit, as defined by Chapter 46 of the Texas Alcoholic Beverage Code.
- 22. Manufacturer's license, as defined by Chapter 62 of the Texas Alcoholic Beverage Code. A manufacturer's license holder shall pay the established fee for:
 - a. The first establishment.
 - b. The second establishment.
 - c. The third, fourth and fifth establishments.
 - d. Each establishment in excess of five.
- 23. General distributor's license, as defined by Chapter 64 of the Texas Alcoholic Beverage Code.
- 24. Local distributor's license, as defined by Chapter 65 of the Texas Alcoholic Beverage Code.
- 25. Branch distributor's license, as defined by Chapter 66 of the Texas Alcoholic Beverage Code.
- 26. Importer's license, as defined by Chapter 67 of the Texas Alcoholic Beverage Code.
- 27. Importer's carrier's license, as defined by Chapter 68 of the Texas Alcoholic Beverage Code.
- 28. Retail dealer's on-premise license, as defined by Chapter 69 of the Texas Alcoholic Beverage Code.
- 29. Retail dealer's on-premise late hours license, as defined by Chapter 70 of the Texas Alcoholic Beverage Code.
- 30. Retail dealer's off-premise license, as defined by Chapter 71 of the Texas Alcoholic Beverage Code.
- 31. Brewpub license, as defined by Chapter 74 of the Texas Alcoholic Beverage Code.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.110 Issuance of permit or license.

Upon the payment of the established fee to the city, the approval of any required reviews and inspections and exhibition to the permit official of the permit or license duly issued by the state to the applicant or person paying such fee, the permit official shall, in the name of the city, issue and deliver to such applicant or person a permit or license to engage in the business in the city of the character described in and authorized by the permit or license from the state held by such applicant or person. The permit or license so issued in the name of the city shall authorize the conduct of such business upon the premises described in the permit or license from the state, and shall be void upon expiration or revocation of the state license or permit. (Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.120 License/Permit application processing.

No license or permit required under this chapter shall be issued until the proper application, on a form approved by the permit official accompanied by all required documents, has been filed with the permit official. (Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.130 Separate permit required.

A separate permit shall be obtained and a separate fee paid for each outlet of liquor in the city.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.140 Liquor license/permit—Term.

A license or permit issued under this chapter expires on the second anniversary of the date it is issued. If the city issues a permit with an expiration date less than two years after the date the permit is issued, the city shall prorate the license or permit fee on a monthly basis so that the license or permit holder pays only that portion of the license or permit fee that is allocable to the number of months during which the license or permit is valid.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.150 Licenses/Permits expired for two months or more.

The permit official shall report to the Texas Alcoholic Beverage Commission all licenses or permits expired for two months or more.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.160 Renewal, assignment and transfer of licenses.

The provisions of the Texas Alcoholic Beverage Code Chapter 11 and Chapter 61 relating to renewal, assignment and transfer of a license or permit, and relating to refund of license and permit fees, shall apply to licenses, permits and fees of the city.

(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)

5.02.170 Violations and penalties.

Any person, firm, corporation or agent who shall violate a provision of this chapter, or fail to comply therewith, or with any of the requirements thereof, shall be deemed guilty of a misdemeanor and punished by a fine not to exceed two thousand dollars. Each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this chapter is committed or continued.

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(Ord. No. 17691, § 1, 12-6-2011, eff. 2-29-2012)
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(Supp. No. 90)

⁽Supp. No. 90)

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Alcoholic Beverages 5.02

Title 5 and Schedule C Amendments





Background

The Texas Legislature ordered Texas Alcoholic Beverage Commission (TABC) to consolidate the number of licenses and permits they offered.

Changes made by TABC that became effective September 1, 2021 include the following:

- Types of licenses offered by TABC and their associated fees were updated
- Technology changes for their application process
- Beer and Ale Changes
- Reduced the number of license from 75 to 37.





Local Government Changes

As a result of changes made by TABC, updates were required to Title 5.03 – Alcoholic Beverages and Schedule C.

Changes being proposed include:

- Title 5 amendments to reflect license structure changes
- Schedule C amendments to update fees local governments can charge for TABC licenses and permits.
- Cleanup items to TABC references





Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

☆ Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 22-584, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Brenda R. Cantu, (915) 212-1500

AGENDA LANGUAGE:

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

Discussion and action on a Resolution amending Schedule C for the City of El Paso FY2022 Budget Resolution to update the local fees local governments can charge for alcohol licenses.

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: May 24, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Brenda R. Cantu, (915) 212-1500

DISTRICT(S) AFFECTED: All

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:

Resolution amending Schedule C for the City of El Paso FY 2022 Budget Resolution to update the local fees local governments can charge for alcohol licenses.

BACKGROUND / DISCUSSION:

This amendment to Schedule C is required in order to comply with recent changes made by the Texas Alcoholic Beverage Commission (TABC). The TABC changes were made as a result of amendments enacted by the 87th Texas Legislature directing the TABC to consolidate the number of license and permits that they offered. Based on the amendments, the El Paso City Code and Schedule C required changes to comply with new TABC license/permit consolidations and change in fees.

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

DEPARTMENTHEAD:

Philip Five

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

RESOLUTION AMENDING SCHEUDLE C FOR THE CITY OF EL PASO

FY 2022 BUDGET RESOLUTION

WHEREAS, the City Council adopted the Budget Resolution for FY 2022 on August 24, 2021 (the "Budget Resolution"); and,

WHEREAS, paragraph 50 of the Budget Resolution provides that any revisions or additions to the fees set forth in Schedule C, attached to the Budget Resolution, may be approved by simple resolution of the City Council; and

WHREAS, the 86th Texas Legislature recently enacted legislation requiring the City to update Chapter 5.02 (Alcoholic Beverages) of the El Paso City Code;

WHEREAS, the City Council desires to amend Schedule C of the Budget Resolution to establish new fees authorized under the newly amended section of Title 5 (Business License and Permit Regulations).

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

That Schedule C, attached to the Budget Resolution, shall be amended to delete lines No. 806 through 848, and replace as shown in Exhibit A attached to this resolution, effective immediately.

Except as herein modified, the Budget Resolution, Schedule C of the Budget Resolution, and all Budge Resolution schedules remain in full force and effect.

ADOPTED this ______ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Russell T. Abeln Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director Planning & Inspections Department

Exhibit A

Line				
No.	Department	Fee Description	Detail	FY2021 Adopted
1.0.	Planning &	Business	Brewer's License	
806	Inspections	Permit	(BW)	2 Year License \$1,500.00
000	mspections	1 clinic	Distiller's and	
	Planning &	Business	Rectifier's Permit	
807	Inspections	Permit	(D)	2 Year License \$1,500.00
007	Planning &	Business		
808	Inspections	Permit	Winery Permit (G)	2 Year License \$75.00
000	Inspections	1 clinit	Out-of-State	2 Tear License \$75.00
			Winery Direct	
	Planning &	Business	Shipper's Permit	
809	Inspections	Permit	(DS)	N/A (Out-of-State)
009	Inspections	rennu	Nonresident	WA (Out-of-State)
	Dianning &	Business	Brewer's License	
810	Planning &	Permit		N/A (Out of State)
810	Inspections	Business	(BN) Nonresident Seller's	N/A (Out-of-State)
011	Planning &			2 Voor Liganga \$150.00
811	Inspections	Permit	Permit (S)	2 Year License \$150.00
	Dianaina e	During	General	
010	Planning &	Business	Distributor's	2 Vaar Ligan \$200.00
812	Inspections	Permit	License (BB)	2 Year License \$300.00
010	Planning &	Business	Wholesaler's Permit	A M A A A A A A A A A A
813	Inspections	Permit	(W)	2 Year License \$1,875.00
		D :	General Class B	
014	Planning &	Business	Wholesaler's Permit	
814	Inspections	Permit	(X)	2 Year License \$300.00
			Mixed Beverage	
			Permit and Mixed	
			Beverage w/Food	
		D .	& Beverage	
015	Planning &	Business	Certificate (FB)	
815	Inspections	Permit	Required (MB)	
016	Planning &	Business	Original (1st and	
816	Inspections	Permit	2nd Year)	2 Year License, no fee
	Planning &	Business	1st Renewal (3rd	3rd Year No Fee, 4th year
817	Inspections	Permit	and 4th Year)	\$1,125.00
0.1.0	Planning &	Business	2nd Renewal (5th	
818	Inspections	Permit	and 6th Year)	2 Year License \$1,500.00
	Planning &	Business	3rd and Subsequent	
819	Inspections	Permit	Renewals	2 Year License \$750.00
			Wine and Malt	
	Planning &	Business	Beverage Retailer's	
820	Inspections	Permit	Permit (BG)	2 Year License \$175.00
			Wine and Malt	
			Beverage Retailer's	
	Planning &	Business	Off-Premise Permit	
821	Inspections	Permit	(BQ)	2 Year License \$60.00
			(Malt Beverage)	
			Retail Dealer's On-	
	Planning &	Business	Premise License	
822	Inspections	Permit	(BE)	2 Year License \$150.00

			(Malt Beverage)	
		D .	Retail Dealer's Off-	
	Planning &	Business	Premise License	
823	Inspections	Permit	(BF)	2 Year License \$60.00
			Private Club	
	Planning &	Business	Registration Permit	
824	Inspections	Permit	(N)	2 Year License no fee
			Private Club Malt	
	Planning &	Business	Beverage and Wine	
825	Inspections	Permit	Permit (NB)	2 Year License no fee
			Private Club	
	Planning &	Business	Exemption	
826	Inspections	Permit	Certificate (NE)	2 Year License no fee
	Planning &	Business	Package Store	
827	Inspections	Permit	Permit (P)	2 Year License \$500.00
	Planning &	Business	Wine-Only Package	
828	Inspections	Permit	Store Permit (Q)	2 Year License \$75.00
	· ·		Passenger	
	Planning &	Business	Transportation	
829	Inspections	Permit	Permit (TR)	2 Year License no fee
	Planning &	Business	Consumer Delivery	
830	Inspections	Permit	Permit (CD)	2 Year License no fee
000	Planning &	Business	Bonded Warehouse	
831	Inspections	Permit	Permit (J/JD)	2 Year License \$150.00
0.51	mspections	1 clinit	Manufacturer's	
			Agent's	
	Planning &	Business	Warehousing	
832	Inspections	Permit	Permit (AW)	2 Year License \$750.00
052	Planning &	Business		2 Tear License \$750.00
833	Inspections	Permit	Carrier's Permit (C)	2 Year License no fee
055	Planning &	Business	Promotional Permit	
834	Inspections	Permit	(PR)	2 Year License \$300.00
034	Inspections	rennu	Third-Party Local	2 Tear License \$300.00
	D1	Densineer		
925	Planning &	Business	Cartage Permit	2 Very Lieuwe ne fee
835	Inspections	Permit	(ET)	2 Year License no fee
0.26	Planning &	Business	Branch Distributor's	2 X \$75.00
836	Inspections	Permit	License (BC)	2 Year License \$75.00
0.27	Planning &	Business	Forwarding Center	
837	Inspections	Permit	Authority (FC)	2 Year License no fee
			Brewer's Self-	
	Planning &	Business	Distribution	
838	Inspections	Permit	License (SD)	2 Year License \$600.00
	Planning &	Business	Brewpub License	
839	Inspections	Permit	(BP)	2 Year License \$500.00
	Planning &	Business	Food and Beverage	
840	Inspections	Permit	Certificate (FB)	2 Year License no fee
	Planning &	Business	Late Hours	
841	Inspections	Permit	Certificate (LH)	2 Year License no fee
	Planning &	Business	Local Distributor's	
842	Inspections	Permit	Permit (LP)	2 Year License \$100.00
	Planning &	Business	Water Park Permit	
843	Inspections	Permit	(WP)	2 Year License \$30.00
·	*	•		



Alcoholic Beverages 5.02

Title 5 and Schedule C Amendments





Background

The Texas Legislature ordered Texas Alcoholic Beverage Commission (TABC) to consolidate the number of licenses and permits they offered.

Changes made by TABC that became effective September 1, 2021 include the following:

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- Title 5 amendments to reflect license structure changes
- Schedule C amendments to update fees local governments can charge for TABC licenses and permits.
- Cleanup items to TABC references





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Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

☆ Values

Integrity, Respect, Excellence, Accountability, People





Legislation Text

File #: 22-598, 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, Jessica Cordova, (915) 212-1626 Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

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

Presentation and discussion by Project Arriba on their combined mid-year and annual report on the status of activities during the fiscal year, use of grant funds and progress in the performance measures required under the Chapter 380 Economic Development Program Agreement executed on October 2, 2018 between the City of El Paso and Project Arriba.

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Jessica Cordova, 915-212-1626

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

Presentation and discussion by Project Arriba on their combined mid-year and annual report on the status of activities during the fiscal year, use of grant funds and progress in the performance measures required under the Chapter 380 Economic Development Program Agreement executed on October 2, 2018 between the City of El Paso and Project Arriba.

BACKGROUND / DISCUSSION:

On October 2, 2018 council approved a Chapter 380 Economic Development Program Agreement between the City of El Paso and Project Arriba for the purpose of creating a permanent and sustainable source of local healthcare professionals, teachers and information technologists to address severe healthcare professional shortages in the City of El Paso.

The Chapter 380 agreement under reporting requirements, section 7.3 states that "the grantee shall provide a written comprehensive annual report and oral presentation to the City Council regarding the outcome of the grant." Project Arriba is meeting their contract metrics as specified in the Chapter 380 agreement.

PRIOR COUNCIL ACTION:

On May 11, 2021, Project Arriba delivered their mid-year report and on March 2, 2021 their annual report. Upon meeting metrics specified in the Chapter 380 Agreement, Applicant is reimbursed annually for program expenses up to \$350,000 or a maximum of \$1,750,000 over the term of the Agreement.

AMOUNT AND SOURCE OF FUNDING:

Impact Fund - \$350,000 reimbursed annually for program expenses, capped at \$1,750,000.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

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

DEPARTMENT HEAD:

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



City of El Paso Impact Fund Year 3 Final & Mid-Year 4 Presentation

\equiv

City Council Meeting

May 2022





CREATING ESSENTIAL WORKERS

The purpose of this Grant will be to create a permanent and sustainable source of local health care professionals, teachers and other demand careers to address the severe shortage in the El Paso, Texas region.

Project ARRIBAwill provide long term, high skilled training and case management services to eligible City of El Paso residents.

These residents require the occupational skills necessary to access jobs in hard to fill demand occupations, as determined by El Paso's local economy. Occupations may include, but are not limited to teachers, medical professions (e.g., nursing) and other demand occupations.

Program Impact

The City of El Paso– Impact Fund in the amount of \$300,000 for Year 3 & \$300,000 for Year 4 were leveraged with other federal, state, and local dollars to promote much needed job training in this region.

Project ARRIBA is on track with all contract performance measures.

Program graduates are equipped with the knowledge, skills, and abilities needed to attain meaningful employment that moves them and their families out of poverty.







ACCESS

Number of at risk individuals to enter post-secondary training in a demand occupation.

PERSISTENCE

Number of participants that either are active in training or graduated.

COMPLETION

Number of graduates within each contract year.

537

84%

INVESTING IN HUMAN CAPITAL

JOB PLACEMENT

Average annual salary for job placed graduates in El Paso, ТΧ

\$51,500 287



ACCESS Goal - YR. 3

Proposed The program will case manage a total of 465 participants at the completion of Year 3 - (August 31, 2021). Of the City Participants sponsored at Project ARRIBA,60% will be at or below 100% U.S. Department of Health and Human Services Poverty Levels

Actual Activity: As of August 31, 2021, Project ARRIBA case managed 497 participants either enrolled in long-term training or in the process of being job placed. This is 106% of the goal completed. Of the 497 City Participants served, 88% are at or below the poverty level.





ACCESS - Breakdown Yr. 3 Of the 497-case managed under the City of El Pase Impact Fund

Of the 497-case managed under the City of El Pase Impact Fu grant for period September 1, 2018 to August 31, 2021 (36 months), the following demographics are true:

- 83% Female
- 51% with Dependent Children
- Average Age: 30
- 93% Hispanic
- 31% Received Food Stamps



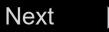


ACCESS Goal - YR. 4

Proposed The program will case manage a total of 565 participants at the completion of Year 4 - (August 31, 2022). Of the City Participants sponsored at Project ARRIBA,60% will be at or below 100% U.S. Department of Health and Human Services Poverty Levels

Actual Activity: As of April 30, 2022, Project ARRIBAcase managed 537 participants either enrolled in long-term training or in the process of being job placed. This is 95% of the goal completed. Of the 537 City Participants served, over 80% are at or below the poverty level.

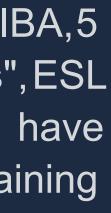




ACCESS - ESL to LW

<u>Proposed</u> Of the City Participants sponsored at Project ARRIBA,5 per year will be enrolled in the Grantee's"Bridges to Success", ESL to LivingWage Program. These participants will be at or have completed ESLlevels 3-6 and will continue their in- demand training leading to graduation and job placement within a 5-year period.

Actual Activity: 15 Total Participants have been enrolled in the "Bridges to Success" ESL to Living Wage Program.





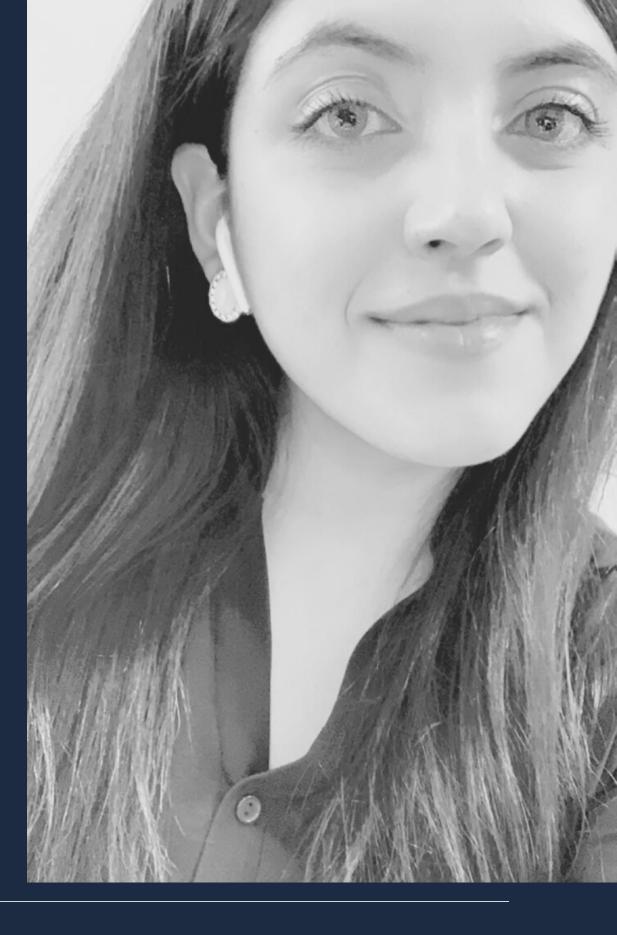


PERSISTENCE - YR. 3

Proposed Maintain an 80% academic retention rate (year-toyear).

<u>Actual Activity</u>: Through Project ARRIBA's innovative case management approach and wrap-around support services, a 91% academic retention rate was achieved.

Case management is comprehensive, and participant centered and provides a valuable service to the training provider needing help retaining and graduating an at-risk student population.





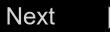
PERSISTENCE - YR. 4

Proposed Maintain an 80% academic retention rate (year-toyear).

<u>Actual Activity</u>: Through Project ARRIBA's innovative case management approach and wrap-around support services, a 90% academic retention rate is being achieved.





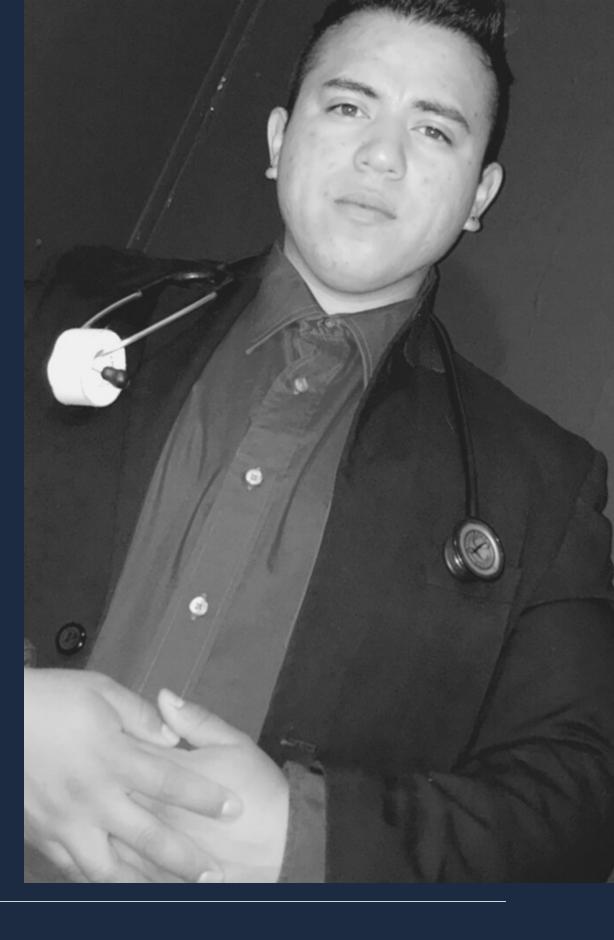


COMPLETION YR. 3

<u>Proposed</u> Graduate at least 180 (cumulative) by the close of Year 3 - August 31, 2021.

<u>Actual Activity</u>: 236 participants have graduated in a high-demand occupation with either a licensed certification, associate degree, or bachelor's degree from the El Paso Community College (EPCC), University of Texas at El Paso (UTEP) or Texas Tech School of Nursing (TTUHSC) since September 1, 2018, through August 31, 2021 (3 years).

This is 131% of our goal completed.





COMPLETION - 236 Grads

COVID-19 Essential Workers Graduated Over 36 months

- Registered Nurse B.S.N. 109
- Registered Nurse A.D.N. 65
- Licensed Vocational Nurse 34
- Physical Therapist Assistant 7
- Diagnostic Medical Sonography 6
- Surgical Technology 6
- Respiratory Care Technology 3
- Diesel Mechanic 2
- Pharmacy Tech 2
- Medical Lab Tech 1
- Radiology Technology 1







COMPLETION YR. 4

Proposed Graduate at least 60 (cumulative) by the close of Year 4 - August 31, 2022.

Actual Activity: 31 participants have graduated in a high-demand occupation with either a licensed certification, associate degree, or bachelor's degree from the El Paso Community College (EPCC), University of Texas at El Paso (UTEP) or Texas Tech School of Nursing since September 1st, 2021, to August 31st, 2022.

This is 52% of our goal completed.



JOB PLACEMENT YR. 3

Proposed Job Place at least 150 (cumulative) graduates with wages at or above \$14.00/hour. Grantee will maintain cohesive relationships with Employer Partners and Job Placed Graduates to determine Employer/Employee satisfaction and report at the end of the grant term - 8/31/21.

<u>Actual Activity</u>: Cumulatively, Project ARRIBA job placed 206 participants in Year 1, 2 & 3 with average hourly earnings of \$23.00. Project ARRIBA exceeded the Year 1, Year 2 & Year 3 Job Placement goals.

This is 137% of our goal completed.





JOB PLACEMENT YR. 4

<u>Proposed</u> Job Place at least 50 graduates with wages at or above \$14.00/hour. Grantee will maintain cohesive relationships with Partners and Job Placed Graduates to determine Employer Employer/Employee satisfaction and report at the end of the grant term - 8/31/22.

Actual Activity: Project ARRIBA job placed 30 participants in Year 4 with average hourly earnings of \$26.70.

This is 60% of our goal completed.







Financial Overview for 2020 & 2021

PROVIDING OPPORTUNITIES FOR PEOPLE TO SUCCEED





Next

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494

Financial Overview 2020

In 2020, \$1,724,184 million in revenues were recognized, including \$1,060,911 in grant revenue, \$662,058 in unrestricted contributions, and \$1,215 in other revenue.

% Spending	Direct Co
85% PROGRAM 12% ADMIN 3% FUNDRAISE	\$745,
	85% PROGRAM 12% ADMIN

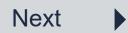
2020 including \$1,060,911 in grant 5 in other revenue.

osts

In-Direct Costs

,070

\$819,680





\$79,569	TUITION	
\$32,950	BOOKS	
\$20,460	SCHOOL MATERIALS	
\$11,021	CHILD CARE	
\$156,000	CASE MANAGEMENT AND CLIENT SERVICE COSTS RELATED TO SERVING CITY OF EL PASO RESIDENT PARTICIPANTS.	



Impact Fund Expenditures

Y E A R T H R E E

\$300,000



Financial Overview 2021

In 2021, \$1,675,686 million in revenues were recognized, including \$898,527 in grant revenue, \$680,296 in unrestricted contributions, \$96,401 from the Paycheck Protection Program loan forgiveness and \$462 in other revenue.

Expenses	% Spending	Direct Co
\$1,515,166	84% PROGRAM 13% ADMIN 3% FUNDRAISE	\$694,

2021 including \$898,527 in grant rom the Paycheck Protection

osts

,039

\$821,127

In-Direct Costs





\$77,606	TUITION
\$28,579	BOOKS
\$26,838	SCHOOL MATERIALS
\$10,977	CHILD CARE
\$105,206	CASE MANAGEMENT AND CLIENT SERVICE COSTS RELATED TO SERVING CITY OF EL PASO RESIDENT PARTICIPANTS.

20

Impact Fund Expenditures

\$249,206



Matching Funds Year 3

Project ARRIBA had matching funds of \$383,247 in state and federal grants and \$285,000 in new or increased private investments.

Year 3 matching funds total \$668,247, which exceeds the City Year 3 funds of \$300,000.

21







Federal & State - Year 3

Texas Adult Career Education Grant Program: 9/1/2020 – 8/31/2021, \$383,247

Private Funds - Year 3

Bank of America - \$290,000 (9/2020, 7/2021); \$275,000 included as match.

El Paso Electric - \$20,000 (5/2021); \$10,000 included as match.

\$383,247

\$285,000



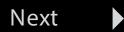
Matching Funds Year 4

Project ARRIBA had matching funds of \$464,903 in state and federal grants and \$58,114 in new or increased private investments.

Year 4 matching funds total \$523,017, which exceeds the City Year 4 funds of \$300,000.









Texas Tech University Health Sciences Center at El Paso - \$114,903 (10/1/2021 – 9/30/2022); \$114,903 included as match.

Wagner Peyser - \$350,000 (12/1/2021 – 11/30/2022); \$350,000 included as match.

Private Funds - Year 4

Stern Foundation - \$10,000 (12/2021); \$3,000 (12/2020); \$7,000 included as match.

EP Giving Day - \$1,244 (12/2021); \$100 (12/2020); \$1,144 included as match.

Walton Family Foundation - \$50,000 (1/2022); \$50,000 included as match.

\$464,903

\$285,000

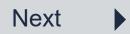
Next



THANK YOU!

Our great work is only possible through the generosity of our investors and partners like the City of El Paso. On behalf of the participants, board of directors, and staff of Project ARRIBA, thank you for your support.







Mailing Address

Email Address

Direct Number

Website

Annual Report

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City of El Paso Impact Fund Year 3 Final & Mid-Year 4 Presentation

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City Council Meeting

May 2022





CREATING ESSENTIAL WORKERS

The purpose of this Grant will be to create a permanent and sustainable source of local health care professionals, teachers and other demand careers to address the severe shortage in the El Paso, Texas region.

Project ARRIBAwill provide long term, high skilled training and case management services to eligible City of El Paso residents.

These residents require the occupational skills necessary to access jobs in hard to fill demand occupations, as determined by El Paso's local economy. Occupations may include, but are not limited to teachers, medical professions (e.g., nursing) and other demand occupations.

Program Impact

The City of El Paso– Impact Fund in the amount of \$300,000 for Year 3 & \$300,000 for Year 4 were leveraged with other federal, state, and local dollars to promote much needed job training in this region.

Project ARRIBA is on track with all contract performance measures.

Program graduates are equipped with the knowledge, skills, and abilities needed to attain meaningful employment that moves them and their families out of poverty.







ACCESS

Number of at risk individuals to enter post-secondary training in a demand occupation.

PERSISTENCE

Number of participants that either are active in training or graduated.

COMPLETION

Number of graduates within each contract year.

537

84%

INVESTING IN HUMAN CAPITAL

JOB PLACEMENT

Average annual salary for job placed graduates in El Paso, ТΧ

\$51,500 287



ACCESS Goal - YR. 3

Proposed The program will case manage a total of 465 participants at the completion of Year 3 - (August 31, 2021). Of the City Participants sponsored at Project ARRIBA,60% will be at or below 100% U.S. Department of Health and Human Services Poverty Levels

Actual Activity: As of August 31, 2021, Project ARRIBA case managed 497 participants either enrolled in long-term training or in the process of being job placed. This is 106% of the goal completed. Of the 497 City Participants served, 88% are at or below the poverty level.





ACCESS - Breakdown Yr. 3 Of the 497-case managed under the City of El Pase Impact Fund

Of the 497-case managed under the City of El Pase Impact Fu grant for period September 1, 2018 to August 31, 2021 (36 months), the following demographics are true:

- 83% Female
- 51% with Dependent Children
- Average Age: 30
- 93% Hispanic
- 31% Received Food Stamps



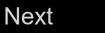


ACCESS Goal - YR. 4

Proposed The program will case manage a total of 565 participants at the completion of Year 4 - (August 31, 2022). Of the City Participants sponsored at Project ARRIBA,60% will be at or below 100% U.S. Department of Health and Human Services Poverty Levels

Actual Activity: As of April 30, 2022, Project ARRIBAcase managed 537 participants either enrolled in long-term training or in the process of being job placed. This is 95% of the goal completed. Of the 537 City Participants served, over 80% are at or below the poverty level.

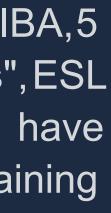




ACCESS - ESL to LW

<u>Proposed</u> Of the City Participants sponsored at Project ARRIBA,5 per year will be enrolled in the Grantee's"Bridges to Success", ESL to LivingWage Program. These participants will be at or have completed ESLlevels 3-6 and will continue their in- demand training leading to graduation and job placement within a 5-year period.

Actual Activity: 15 Total Participants have been enrolled in the "Bridges to Success" ESL to Living Wage Program.





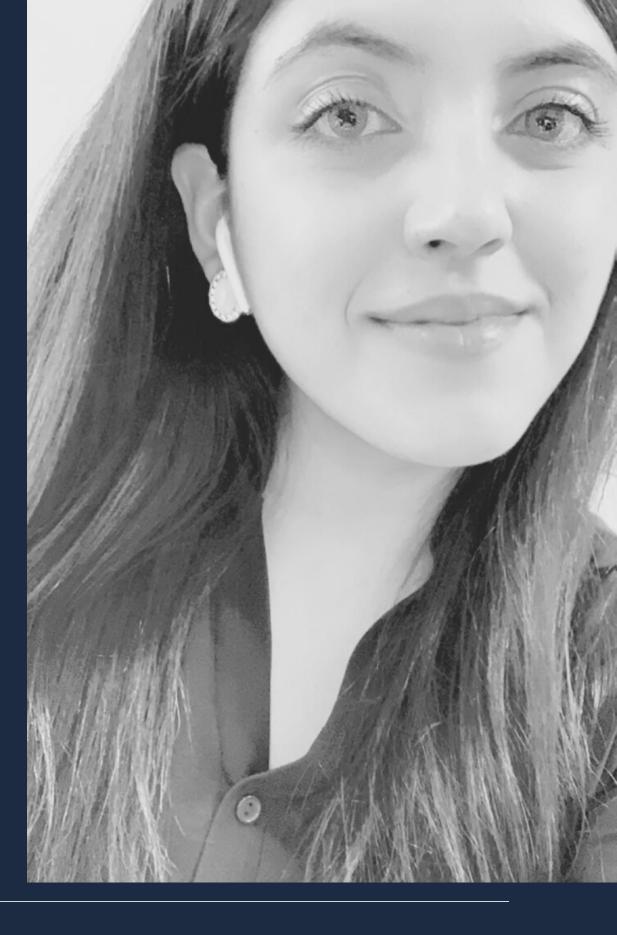


PERSISTENCE - YR. 3

Proposed Maintain an 80% academic retention rate (year-toyear).

<u>Actual Activity</u>: Through Project ARRIBA's innovative case management approach and wrap-around support services, a 91% academic retention rate was achieved.

Case management is comprehensive, and participant centered and provides a valuable service to the training provider needing help retaining and graduating an at-risk student population.





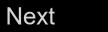
PERSISTENCE - YR. 4

Proposed Maintain an 80% academic retention rate (year-toyear).

<u>Actual Activity</u>: Through Project ARRIBA's innovative case management approach and wrap-around support services, a 90% academic retention rate is being achieved.





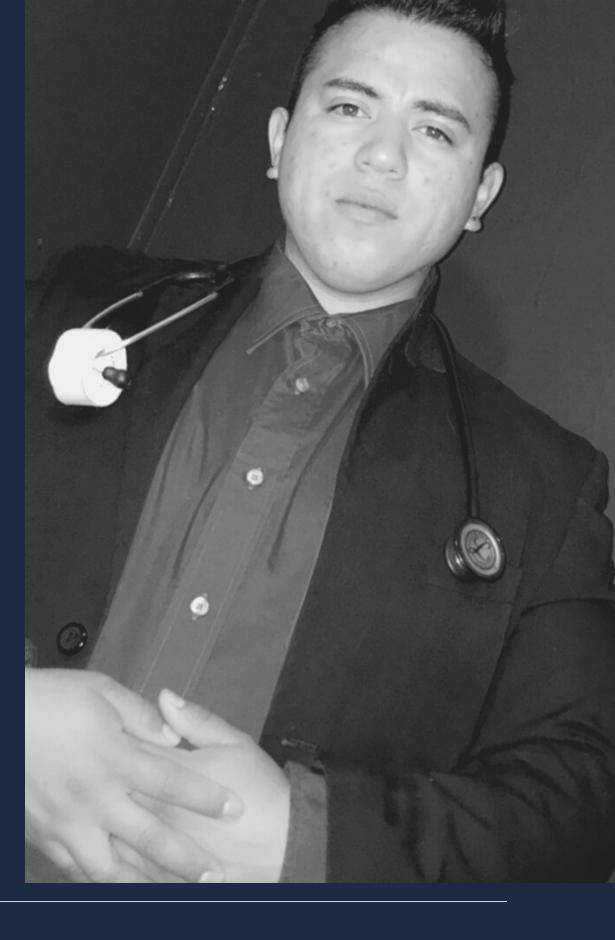


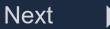
COMPLETION YR. 3

<u>Proposed</u> Graduate at least 180 (cumulative) by the close of Year 3 - August 31, 2021.

<u>Actual Activity</u>: 236 participants have graduated in a high-demand occupation with either a licensed certification, associate degree, or bachelor's degree from the El Paso Community College (EPCC), University of Texas at El Paso (UTEP) or Texas Tech School of Nursing (TTUHSC) since September 1, 2018, through August 31, 2021 (3 years).

This is 131% of our goal completed.





COMPLETION - 236 Grads

COVID-19 Essential Workers Graduated Over 36 months

- Registered Nurse B.S.N. 109
- Registered Nurse A.D.N. 65
- Licensed Vocational Nurse 34
- Physical Therapist Assistant 7
- Diagnostic Medical Sonography 6
- Surgical Technology 6
- Respiratory Care Technology 3
- Diesel Mechanic 2
- Pharmacy Tech 2
- Medical Lab Tech 1
- Radiology Technology 1







COMPLETION YR. 4

Proposed Graduate at least 60 (cumulative) by the close of Year 4 - August 31, 2022.

Actual Activity: 31 participants have graduated in a high-demand occupation with either a licensed certification, associate degree, or bachelor's degree from the El Paso Community College (EPCC), University of Texas at El Paso (UTEP) or Texas Tech School of Nursing since September 1st, 2021, to August 31st, 2022.

This is 52% of our goal completed.



JOB PLACEMENT YR. 3

Proposed Job Place at least 150 (cumulative) graduates with wages at or above \$14.00/hour. Grantee will maintain cohesive relationships with Employer Partners and Job Placed Graduates to determine Employer/Employee satisfaction and report at the end of the grant term - 8/31/21.

<u>Actual Activity</u>: Cumulatively, Project ARRIBA job placed 206 participants in Year 1, 2 & 3 with average hourly earnings of \$23.00. Project ARRIBA exceeded the Year 1, Year 2 & Year 3 Job Placement goals.

This is 137% of our goal completed.





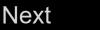
JOB PLACEMENT YR. 4

<u>Proposed</u> Job Place at least 50 graduates with wages at or above \$14.00/hour. Grantee will maintain cohesive relationships with Partners and Job Placed Graduates to determine Employer Employer/Employee satisfaction and report at the end of the grant term - 8/31/22.

Actual Activity: Project ARRIBA job placed 30 participants in Year 4 with average hourly earnings of \$26.70.

This is 60% of our goal completed.







Financial Overview for 2020 & 2021

PROVIDING OPPORTUNITIES FOR PEOPLE TO SUCCEED





Next

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520

Financial Overview 2020

In 2020, \$1,724,184 million in revenues were recognized, including \$1,060,911 in grant revenue, \$662,058 in unrestricted contributions, and \$1,215 in other revenue.

% Spending	Direct Co
85% PROGRAM 12% ADMIN 3% FUNDRAISE	\$745,
	85% PROGRAM 12% ADMIN

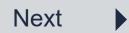
2020 including \$1,060,911 in grant 5 in other revenue.

osts

In-Direct Costs

,070

\$819,680





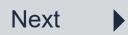
\$79,569	TUITION	
\$32,950	BOOKS	
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\$156,000	CASE MANAGEMENT AND CLIENT SERVICE COSTS RELATED TO SERVING CITY OF EL PASO RESIDENT PARTICIPANTS.	



Impact Fund Expenditures

Y E A R T H R E E

\$300,000



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osts

In-Direct Costs

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\$26,838	SCHOOL MATERIALS
\$10,977	CHILD CARE
\$105,206	CASE MANAGEMENT AND CLIENT SERVICE COSTS RELATED TO SERVING CITY OF EL PASO RESIDENT PARTICIPANTS.

20

Impact Fund Expenditures

\$249,206



Matching Funds Year 3

Project ARRIBA had matching funds of \$383,247 in state and federal grants and \$285,000 in new or increased private investments.

Year 3 matching funds total \$668,247, which exceeds the City Year 3 funds of \$300,000.

21







Federal & State - Year 3

Texas Adult Career Education Grant Program: 9/1/2020 – 8/31/2021, \$383,247

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\$464,903

\$285,000

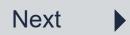
Next



THANK YOU!

Our great work is only possible through the generosity of our investors and partners like the City of El Paso. On behalf of the participants, board of directors, and staff of Project ARRIBA, thank you for your support.







Mailing Address

Email Address

Direct Number

Website

Annual Report

Keep intouch







El Paso, TX

Legislation Text

File #: 22-602, 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

Economic and International Development, Kelly Kotlik, (915) 212-1616 Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution of the City Council of El Paso nominating El Paso Healthcare System, LTD as a Texas State Enterprise Zone Project.

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Kelly Kotlik, 915-212-1616

Kelly Kotlik, 915-212-1616 Elizabeth Triggs, 915-212-1619

DISTRICT(S) AFFECTED: 7

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

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

SUBJECT:

Discussion and action on a resolution of the City Council of El Paso nominating El Paso Healthcare System, LTD as a Texas State Enterprise Zone Project.

BACKGROUND / DISCUSSION:

The Texas Enterprise Zone Program is an economic development tool that allows the City of El Paso to collaborate with the State of Texas to encourage job creation and capital investment in economically distressed areas. Texas communities must nominate companies in their jurisdiction to receive Enterprise Zone designation and thus be eligible to receive state sales and use tax refunds on qualified expenditures. The City of El Paso is nominating El Paso Health Care System, LTD. ("Las Palmas Del Sol Healthcare) located at 10301 Gateway Boulevard West as an Enterprise Project to the Office of the Governor Economic Development and Tourism. Once nominated by the City of El Paso, the business is eligible to apply for state sales and use tax refunds on qualified expenditures provided that they satisfy capital investment and job creation metrics.

PRIOR COUNCIL ACTION:

August 30, 2021 – Charter Communications, Inc. TEZ Designation. August 20, 2019 – Western Refining Company, L.P. TEZ Designation

AMOUNT AND SOURCE OF FUNDING:

N/A. Texas Enterprise Zone designation enables business to receive only state sales and use tax refunds.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_YES ___NO

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

DEPARTMENT HEAD:

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

A RESOLUTION NOMINATING EL PASO HEALTHCARE SYSTEM, LTD. AS A TEXAS STATE ENTERPRISE ZONE PROJECT

WHEREAS, the City Council of the City of El Paso ("City") has previously passed Ordinance No. 017116 on May 26, 2009, electing to participate in the Texas Enterprise Zone Program; and

WHEREAS, the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 017116; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code ("Act"), El Paso Healthcare System, Ltd., a Texas Domestic Limited Partnership, has applied to the City for designation as an enterprise zone project; and

WHEREAS, the Office of the Governor Economic Development and Tourism ("EDC") through the Economic Development Bank ("Bank") will consider El Paso Healthcare System, Ltd. as an enterprise project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the city and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, the City finds that El Paso Healthcare System, Ltd. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

- 1. El Paso Healthcare System, Ltd. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located inside an enterprise zone and at least twenty-five percent (25%) of the business' new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
- 2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
- 3. The designation of El Paso Healthcare System, Ltd. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that El Paso Healthcare System, Ltd. meets the criteria for tax relief and other incentives adopted by the City and nominates El Paso Healthcare System, Ltd. for enterprise project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

22-1007-2907 | 1174508 | TEZ Designation | El Paso Healthcare Systems, LTD. | Las Palmas Del Sol Healthcare | JSG Page 2 of 2

City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez

Senior Assistant City Attorney

APPROVED AS TO CONTENT:

[SEAL]

Oscar Leeser

Mayor

Elizabeth Triggs, Director Economic & International Development

1. That El Paso Healthcare System, Ltd. is a "qualified business" as defined in Section 2303.402 of the Act, and El Paso Healthcare System, Ltd. meets the criteria for designation as an enterprise project, as set forth in Section 2303, Subchapter F of the Act;

- 2. That the enterprise zone project shall take effect on the date of designation of the enterprise project by the agency and terminate five years after date of designation; and
- 3. That the City Manager or his designee be authorized to sign any and all documents required by EDC to complete the nomination process.

APPROVED this _____ day of ______, 2022.

ATTEST:

Laura Prine

THE CITY OF EL PASO:

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

WHEREAS, the City finds that it is in the best interest of the City to nominate El Paso Healthcare System, Ltd. as an enterprise project pursuant to the Act.



Item 29

El Paso Healthcare System LTD. **Texas Enterprise Zone Nomination**

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







The Texas Enterprise Zone Program (EZP) is an economic development tool for local communities to partner with the State of Texas to encourage job creation and capital investment

- Texas communities must nominate companies in their jurisdiction to receive an Enterprise Zone designation
 - Application period for EZP occurs quarterly
 - Municipalities or counties with a population of 250,000 or more are eligible for up to 9 enterprise project designations during a state biennium, based on availability (state limit of 105 per biennium)
- Projects may be physically located in or outside of an Enterprise Zone
- Businesses receive state tax incentives under this program in the form of state sales and use tax refunds
- Enterprise project designation period is capped at 5 years
- Companies must meet minimum capital investment and employment thresholds





Texas Enterprise Zone Program

Eligibility Requirements

- Jobs must have an average weekly wage that meets or exceeds the county average weekly wage
- Employment and capital investment must be met prior to expiration of designated period
- Company must first pay applicable sales and use tax to receive a refund
- If located inside of an Enterprise Zone, 25% of the company's new employees at the qualified business site must meet economically disadvantaged, enterprise zone residency, or veteran requirements
- Only full-time jobs will qualify for EZP award consideration
- Jobs must be maintained through the end of the designation period, or for at least 3 years after the date on which tax benefits are received, whichever is later

Level of Capital Investment	Maximum Number of Jobs Allocated	Maximum Potential Refund	Maximum Refund Per Job Allocated
<i>Half Enterprise Project</i> \$40,000 to \$5,000,000 or more	250	\$625,000	\$2,500
<i>Enterprise Project</i> \$5,000,000 to \$149,999,999	500	\$1,250,000	\$2,500
<i>Double Jumbo Project</i> \$150,000,000 to \$249,999,999	500*	\$2,500,000	\$5,000
<i>Triple Jumbo Project</i> \$250,000,000 or more	500*	\$3,750,000	\$7,500



Company Background

El Paso Healthcare System, LTD. (Las Palmas Del Sol Healthcare)

- Headquartered in El Paso, operating 34 facilities across the region
- Del Sol Medical Center, located at 10301 Gateway Boulevard West provides multidisciplinary treatment
 - 350-bed facility with a Level II Trauma Center
 - Additional specialty services including Emergency Medicine, Cardiology, Maternity & Child Services, Level III NICU, 32-bed Rehabilitation Hospital, and Post-COVID Recovery Clinic
- Texas Enterprise Zone Nomination will support:

EP

- **\$8.2 million** investment to update primary surgery and catheterization laboratory
- Hiring of 10 new employees and retention of **1,397** employees

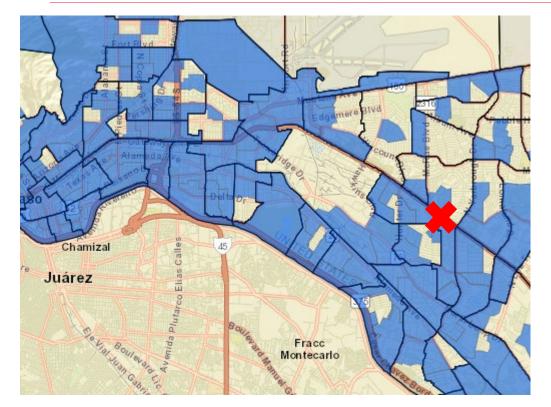






Project Location

10301 Gateway Boulevard West (District 7)





Blue = Texas State Enterprise Zones



Staff Recommendation

El Paso Healthcare System, LTD. meets the criteria for designation as an Enterprise Project. The company will:

- Invest \$8.2 million
- Create 10 jobs and retain 1,397 employees (of which 546 meet the definition of "retained job" in Texas Government Code)
- 25% of the new employees hired will be residents of an enterprise zone, economically disadvantaged, or veterans

Staff recommends **approval** of the nomination

- The applicant's capital investments and employment commitments will further El Paso's Business Retention and Expansion initiative
- No impact to City funds; program involves only state sales and use tax refunds
- Approval of this resolution will enable El Paso Healthcare System LTD.'s application for Enterprise Project Designation to proceed for review and approval by the Texas Economic Development and Tourism Office



EPA TXX Council Requested Action

Authorize the Mayor to sign a resolution nominating El Paso Healthcare System, LTD. As a Texas State Enterprise Zone Project.



Mission

Deliver exceptional services to support a high quality of life and place for our community



Integrity, Respect, Excellence, Accountability, People

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



El Paso, TX

Legislation Text

File #: 22-593, 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) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign a Collaboration Agreement by and between the City of El Paso and LiftFund, together with the "Anchor Organizations," and the Aspen Institute Latinos and Society ("AILAS") to empower Latino communities and promote long-term economic growth and resiliency.

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, 915.212.1617

Mirella Craigo, 915.212.1617 Elizabeth Triggs, 915.212.1619

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 1.7 Identify and develop plans for areas of reinvestment and local partnership

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 sign a Collaboration Agreement by and between the City of El Paso and LiftFund, together the "Anchor Organizations," and the Aspen Institute Latinos and Society ("AILAS") to empower Latino communities and promote long-term economic growth and resiliency.

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?

Founded in 1949, the Aspen Institute is a global nonprofit organization committed to realizing a free, just, and equitable society. An educational and policy studies organization based in Washington, DC, the Institute's mission is to foster leadership based on enduring values and to provide a nonpartisan venue for addressing critical issues.

The Aspen Institute founded the Latinos and Society Program (AILAS) in 2015. AILAS is deeply committed to increasing Latino access to opportunity and inclusion in the economy, and believes that a prosperous future for all Americans rests on Latino American economic advancement. Its mission is to identify, promote, and catalyze ideas and solutions that foster greater opportunity for American Latinos, enabling a more prosperous and inclusive America for all. Its values are: inclusion, shared learning, cross-sector collaboration, diversity of perspectives, and co-creation.

The Aspen Institute Latinos & Society selected the City of El Paso to participate in a six-city cohort of Latino majority communities disproportionally affected by COVID19. Through a collaboration with community stakeholders, there is a data-driven set of recommendations to strengthen El Paso's Latino-focused entrepreneurial support ecosystem and increase access to capital. There is now an unprecedented opportunity to invest strategically, leveraging federal funds, in the City's entrepreneurial ecosystem to address these disparities and catalyze new opportunities for equitable growth and inclusive competitiveness for minority-owned businesses.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic & International Development **SECONDARY DEPARTMENT:** N/A

DEPARTMENT HEAD: Elizabeth Triggs

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

RESOLUTION

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

Discussion and action on a resolution that the City Manager be authorized to sign a Collaboration Agreement by and between the City of El Paso and LiftFund, together the "Anchor Organizations" and the Aspen Institute Latinos and Society ("AILAS") seek to empower Latino communities and promote long-term economic growth and resiliency.

APPROVED THIS _____ DAY OF _____ 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez

Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs, Director Economic and International Development



COLLABORATION AGREEMENT

This collaboration agreement ("Agreement") is effective the ______ day of ______, 2022 ("Effective Date") by and between City of El Paso, a Texas Home-Rule Municipality with offices at 300 N. Campbell, El Paso, Texas 79901, and LiftFund, a 501(c)(3) non-profit organization with offices at 2007 W Martin St, San Antonio, TX 78207; (together the "Anchor Organizations") and the Latinos and Society Program ("AILAS") at the Aspen Institute ("Institute"), a 501(c)(3) non-profit organization, with its primary place of business at 2300 N Street, NW, Suite 700, Washington, DC 20037 (each a "Party" and collectively, the "Parties").

In consideration of the mutual promises and conditions contained herein, the Parties agree as follows:

1. <u>The Collaboration Opportunity and Objective</u>

AILAS seeks to empower Latino communities and promote long-term economic growth and resiliency. AILAS harnesses the Institute's convening power to change the narrative about American Latinos, sharing Latino economic contributions and how these strengthen our nation's global competitiveness and promote prosperity for all Americans.

Through its Latino Business and Entrepreneurship Initiative, AILAS is launching the City Learning and Action Lab. The inaugural City Learning and Action Lab (the "Lab") will engage with a cohort of 6 Latino-majority cities/communities for 12 months to stabilize, grow and accelerate equitable small business recovery and stimulate opportunities for long-term growth of Latino-owned businesses. The Lab is designed to maximize opportunities for shared learning, building trust and collaboration, as well as enhancing opportunities for each participating city to advance specific local actions and connect with funders and policymakers to accelerate their concerted Latino business economic agenda.

In each city participating in the Lab, AILAS will partner with trusted and well-respected anchor organizations that support Latino entrepreneurs and Latino small business owners in their city or community. The anchor organizations will serve as the local implementation partner for the Lab, as well as spearhead, organize, and convene a local Entrepreneurial Ecosystem Steering Committee ("EESC") to support the Lab.

LiftFund and the City of El Paso have agreed to participate in the inaugural Lab as anchor organizations and to serve as the Lab's ecosystem lead for its community. The collaboration between AILAS, LiftFund and the City of El Paso will help achieve the shared goal of building a more equitable, data-driven, community informed, and inclusive entrepreneurial ecosystem in support of the Latino business community (the "Collaboration").

The purpose of this Agreement is to acknowledge and define the Institute's, LiftFund's and the City of El Paso's expectations and deliverables for the Lab and to memorialize each Party's commitment to this Collaboration. For the sake of clarity, the Institute, LiftFund and the City of El Paso each acknowledge and agree that nothing in this Agreement is intended to create a financial obligation on the part of any party. Each Party to this Agreement shall contribute staff time and expertise to the Collaboration.

2. <u>Governmental Function</u>. The Parties agree that the City of El Paso is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City of El Paso is entering into this Agreement as a governmental entity performing a governmental function.

3. <u>Roles and Responsibilities for the Collaboration</u>

- a. <u>With regard to this Collaboration, the Institute shall</u>:
 - i. Facilitate culturally competent quarterly opportunities for shared learning between cities participating in the Lab including:

1) Hosting virtual convenings/webinars on curriculum topics and topics of greatest interest featuring top business, public and civic leaders (e.g., an overview of expected new rounds of federal stimulus; how cities are getting traction on supplier-diversity efforts; proven strategies for increasing access to capital and ownership; multi-sector ecosystem building efforts); and

2) Coordinating connections, learning opportunities, and relationship-building opportunities between cities (Intercity) and among participating EESC members (Intracity) within a city through guided ecosystem alignment retreats; as well as opportunities for each city to share progress on their respective actions towards implementing related recovery/resiliency strategies that strengthen their local small business ecosystems and lessons learned.

ii. Offer monthly coaching calls/office hours with the AILAS team to provide an update on current federal relief efforts, ecosystem-building priorities, identify emerging needs, and get feedback about strategy and direction on ecosystem-building actions;

- iii. Provide ecosystem pre-covid baseline analysis of state of small business economy and a customized data dashboard;
- iv. Organize periodic policy forums to engage with federal policymakers and share experiences, perspectives, and insights from the front lines;
- v. Provide introductions to national funders and policymakers and strategically aligned organizations in the AILAS network throughout the Lab;
- vi. Offer participation at the AILAS annual flagship conference in October 2021: Latino Business and Entrepreneurship Summit, a national virtual convening focused on catalyzing collective action around building equitable entrepreneurial ecosystems, supporting equitable small business recovery, and stimulating opportunities for promising high growth Latino-owned businesses and Latino entrepreneurs;
- vii. Form an elite network of the country's best multi-sector leaders focused on equitable ecosystem building; and
- viii. Offer opportunities to have Anchor Organizations' city's entrepreneurial ecosystem featured on quarterly AILAS blog posts, toolkits, and reports.
- b. With regard to this Collaboration, LiftFund and the City of El Paso shall:
 - i. Spearhead, organize and convene the local Entrepreneurial Ecosystem Steering Committee (EESC) through activities such as identifying potential members, an additional co-chair, project lead, coordinating meetings, and supporting action items emerging from meetings;
 - ii. Secure written commitment to the Lab from each member of the EESC via the Entrepreneurial Ecosystem Steering Committee Expectations Sheet attached as Attachment A;
 - iii. Work with AILAS team to develop and support:

1) a customized learning curriculum program track through completion of the ecosystem priorities intake form, and

2) Implementation of at least one policy, priority, and/or practice that will strengthen local Latino entrepreneurial ecosystems by the end of the programmatic year;

iv. Work with AILAS team to develop and support an action strategy to carry this work forward with strong local capacity and leadership in the years to come;

- v. Support and amplify success stories emerging from the work in partnership with local media partners;
- vi. Participate in all available AILAS and Lab programming, which includes up to 5 hours per month of collaborate sessions, as well as optional monthly webinar opportunities; and
- vii. Complete quarterly surveys and keep AILAS team informed on learning and action progress.

4. <u>Marketing and Promotion</u>

- a. Marketing materials for the Collaboration between the Institute and Anchor Organizations, including announcements of this Collaboration and the Lab shall be cobranded with Anchor Organizations' and the Institute's logos, subject to the proprietary rights defined herein.
- b. In addition to the marketing responsibilities, if any, set forth in the Roles and Responsibilities section of this Agreement, the Anchor Organizations and the Institute shall each use reasonable efforts to promote the City Learning and Action Lab through their respective websites and social media.

5. <u>Term</u>. This Agreement is in effect from the Effective Date through <u>December 31</u>, 2022 (the "Term").

6. <u>Termination</u>. Any Party may terminate this Agreement for cause if another Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of its receipt of written notice of the breach from the non-breaching Party. Each Party will in good faith negotiate resolution of any commitments or outstanding obligations under this Agreement.

7. <u>No Implied Agency</u>. The Institute and Anchor Organizations agree that nothing in this Agreement is intended or shall be deemed to create any relationship or agency, partnership, or joint venture between the Parties. No Party shall have any right or authority to act on behalf of the others beyond that expressly granted in this Agreement. Nothing contained herein or done pursuant hereto shall restrict any Party from entering into agreements for similar, equal or like goods and/or services from other entities or sources.

8. <u>Institute Statement of Standards and Endorsements</u>. LiftFund and the City of El Paso respect and understand that the Institute is committed to its Statement of Standards and that the Institute will execute its role and responsibilities under this Agreement and Collaboration in compliance with the Statement attached hereto as Attachment B. The Institute shall retain full editorial control over development of programming for the Lab and shall have a right of reasonable disapproval of any proposed content in co-branded marketing or publications.

The Collaboration described in this Agreement is not intended to be an endorsement of LiftFund by either the Institute or the City of El Paso; or an endorsement of the City of El Paso by either LiftFund or the Institute, or an endorsement of the Institute by either LiftFund or the City of El Paso.

9. <u>Confidentiality</u>. In the course of the Collaboration under this Agreement, a Party ("Receiving Party") may learn about or come into possession of "Confidential Information" (as defined below) about the other Party(ies) or its affiliated organizations or individuals ("Disclosing Party"). The Institute, City of El Paso, and LiftFund each agree not to disclose any Confidential Information and promise to take all reasonable precautions to prevent its unauthorized dissemination, both during the Term of this Agreement and thereafter. The Receiving Party agrees to limit disclosure of any Confidential Information to only those employees and agents of the Institute, City of El Paso or LiftFund who have a need to know the information. The Receiving Party also agrees not to use any Confidential Information for its own benefit or for the benefit of anyone other than the Disclosing Party. The Parties acknowledge that all Confidential Information has been or is granted under this Agreement. Receiving Party agrees to return all Confidential Information to the Disclosing Party upon request.

For purposes of this Agreement, "Confidential Information" includes, but is not limited to, all information relating to business plans, financial data and budgets, funding, donors, personnel data, employee compensation and benefits information, trade secrets, details of contracts, pricing policies, operational methods, and marketing or public relations plans or strategies related to the business or affairs of the Institute, City of El Paso, LiftFund and/or their affiliated organizations or individuals. "Confidential Information" also means any information that derives economic value from not being known to the general public or to others who could obtain economic value from its disclosure or use, which the owner takes reasonable efforts to protect the secrecy of, and any information that could be embarrassing or detrimental to the owner if disclosed publicly.

City of El Paso is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that City of El Paso shall only be obligated to perform its duties under this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, City of El Paso shall be relieved of said duties without penalty or further liability. In the event that City of El Paso receives a request, pertaining to this Agreement or information resulting from this Agreement, under the Public Information Act for Confidential Information it shall immediately notify the other Parties and confer on whether disclosure should be opposed. It is expressly agreed that City of El Paso may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. The other Parties may be asked to support such requests for determination by the Attorney General. It is further agreed that City of El Paso, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that City of El Paso, its officers and employees shall have no liability to the other Parties for

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disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require City of El Paso or the other Parties to violate the terms of the Public Information Act.

10. Institute, City of El Paso and LiftFund Trademarks.

- a. The Parties acknowledge and agree that each Party must maintain and protect the integrity of its name, logos, designs, trademarks and other intellectual property, whether registered or not (respectively, the "Institute Marks," "City of El Paso Marks" and "LiftFund Marks"), and that the Marks must be used in a manner consistent with the standards established by the respective owner. The Institute hereby grants to City of El Paso and LiftFund the right to use the Institute Marks, City of El Paso hereby grants to the Institute and LiftFund the right to use the City of El Paso Marks and LiftFund hereby grants to the Institute and the City of El Paso the right to use the LiftFund Marks, all on a worldwide, non-exclusive, royalty free basis solely in connection with this Agreement and solely for the Collaboration purposes as set forth in this Agreement, and in accordance with the City Identity Guide (as may be amended) which can be found at: https://elpasotexas.gov/communications/resources/. In exercising the foregoing license, the Institute, City of El Paso, and LiftFund will comply with any brand usage guidelines provided to it by the owner of the marks and will allow the owner the opportunity to review and approve each usage of its trademark or servicemark prior to release. These mutual licenses shall terminate upon the termination of this Agreement.
- b. This Agreement does not transfer any ownership rights of any kind for any intellectual property (including, but not limited to, patents, trademarks, brand-names and copyrights) created or owned by any Party prior to execution of this Agreement. For the sake of clarity, the Institute shall retain sole and exclusive ownership to the *City Learning and Action Lab* trademark.

11. Work Product

- a. The Institute and Liftfund each agree that the City of El Paso shall remain the sole and exclusive owner of all right, title and interest in any and all pre-existing materials, including, but not limited to any data, models, analysis, content, materials, documents, templates, tools or frameworks owned, used or developed or otherwise acquired by the City of El Paso prior to the date of this Agreement or outside this Collaboration ("City of El Paso IP"), including all intellectual property rights therein.
- b. The Institute and the City of El Paso each agree that LiftFund shall remain the sole and exclusive owner of all right, title and interest in any and all pre-existing materials, including, but not limited to any data, models, analysis, content, materials, documents,

templates, tools or frameworks owned, used or developed or otherwise acquired by LiftFund prior to the date of this Agreement or outside this Collaboration ("LiftFund IP"), including all intellectual property rights therein.

- c. City of El Paso and LiftFund each agree that the Institute shall remain the sole and exclusive owner of all right, title and interest in any and all pre-existing materials, including, but not limited to any data, models, analysis, content, materials, documents, templates, tools or frameworks owned, used or developed or otherwise acquired by the Institute prior to the date of this Agreement or outside this Collaboration ("Institute IP"), including all intellectual property rights therein. For the sake of clarity and avoidance of doubt, the City Learning and Action Lab framework, curriculum and programming shall be deemed Institute IP.
- d. In each instance in which any Party creates new Intellectual property in connection with this Collaboration ("Collaboration IP"), such Collaboration IP shall be owned by the Party who created the IP. The Party who created the Collaboration IP may, upon request, grant to the other Parties a non-exclusive, perpetual, irrevocable, royalty-free and paid up license to use the Collaboration IP for non-commercial purposes in furtherance of the Collaboration purpose.

12. <u>Indemnification</u>. Lift Fund and the Institute agree to defend, hold harmless, and indemnify the other Parties of this agreement against all third-party actions, claims, liability, or loss (each a "Claim") based on or arising out of damage or injury to persons or property caused by the negligence, gross negligence, intentional acts or reckless disregard of the indemnifying party or any person employed or retained by the indemnifying party in performing roles or obligations under this Agreement, except to the extent that any such Claim arises from the negligence, gross negligence or willful misconduct of the party seeking indemnification. The obligations arising under this paragraph will survive the expiration of the term of this Agreement.

13. <u>Compliance with Laws (Lobbying); Additional Compliance Warranty</u>. Each Party shall comply with all applicable federal, state and local laws and regulations, including but not limited to laws and regulations pertaining to lobbying and government ethics, data privacy, and public health, safety, and social distancing requirements. Each Party hereby acknowledges and warrants that its activities contemplated under this Agreement will not result in registration under the Lobbying Disclosure Act of 1995, as amended, and will not fund any political campaign or influence the outcome of any election. If at any point during the Term of this Agreement, circumstances arise whereby any Party's work could implicate compliance issues and/or require lobbying registration, the Party shall immediately cease such potential lobbying activities and consult with the others.

14. <u>Assignment</u>. No Party may assign, delegate or subcontract any portion of its rights, duties, or obligations under this Agreement without the prior written consent of the other Parties.

15. <u>**Dispute Resolution.**</u> This Agreement shall be governed by the laws of the District of Columbia. The Parties agree that any controversy, claim or dispute of whatever nature arising between the Parties shall be resolved exclusively through binding arbitration in Washington, DC before a single arbitrator, pursuant to the American Arbitration Association's then-in-effect National Rules for the Resolution of Commercial Disputes.

16. <u>Survival</u>. In addition to those provisions of this Agreement that, by their express terms, survive the termination or expiration of this Agreement, any provision which would, by its nature, survive the termination or expiration of this Agreement, shall do so, including, but not limited to, all covenants , agreements, statements, representations, and warranties made herein; provisions regarding indemnification, liability, limits thereon, and proprietary rights; and this section titled "Survival."

17. <u>Entire Agreement</u>. This Agreement is the entire agreement between the Institute, City of El Paso and LiftFund with regard to the Collaboration and subject matter described herein, and supersedes all prior oral and written agreements and representations relating to such subject matter. This Agreement can be changed or extended only by another written agreement signed by all Parties, and cannot be orally modified.

[Signatures begin on the follow page]

The undersigned Parties and their duly authorized representatives represent and warrant that they have authority to enter into this Agreement and hereby agree to the terms set forth above, effective as of the aforementioned Effective Date.

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LIFTFUND

By:

Lupe Mares, Vice President Southwest Region

Date: 05 / 13 / 2022

THE ASPEN INSTITUTE

By:

Domenika Lynch, Executive Director, Latinos and Society Program

Date: 05 / 10 / 2022

By:

Elliot Gerson, Executive Vice President of Policy & Public Programs

Date: 05 / 13 / 2022

THE CITY OF EL PASO

By: _____ Tomas Gonzalez City Manager

Date: / /

APPROVED AS TO FORM:

S. Gonzalez

Sr. Assistant City Attorney

Attachment A ENTREPRENEURIAL ECOSYSTEM STEERING COMMITTEE EXPECTATIONS SHEET

As a member of the Entrepreneurial Ecosystem Steering Committee ("EESC") for the city of [NAME OF CITY], convened to provide valuable thought leadership to the City Learning and Action Lab ("Lab"), an initiative of the Aspen Institute Latinos and Society ("AILAS") Latino Business & Entrepreneurship Initiative, I agree to put forth my best individual effort to:

1. Actively participate in the AILAS City Learning and Action Lab year-long initiative;

2. Work with the AILAS team to develop and support a customized learning curriculum program track for my community through the completion of an ecosystem priorities intake form;

3. Take action on at least one policy, priority, and/or practice that will strengthen local Latino entrepreneurial ecosystems in my community by the end of the programmatic year;

4. Participate in all available programming offered by AILAS, including up to 5 hours per month of collaborate sessions, as well as optional monthly webinar opportunities;

5. Complete quarterly surveys and keep the AILAS team informed on learning and action progress;

6. Follow all applicable policies for the EESC and its members, including, but not limited to, the Aspen Institute's Community Agreement, (found here: <u>https://www.aspeninstitute.org/communityagreement/</u>) and general obligations to act ethically, avoid conflicts of interest, and protect the Aspen Institute's reputation and confidential business information;

7. Act in a way that contributes to the success of the Lab and any projects the EESC launches;

8. Exercise professionalism and collegiality and support EESC decisions once they are made;

9. Actively participate in EESC meetings, coming prepared and having reviewed circulated materials in advance; and

10. Agree to step down from the EESC if unable to fulfill these expectations.





Aspen Institute Statement of Standards

1. The Aspen Institute is transparent about its finances, including its sources of funding. We disclose all donations and identify corporate, foundation and government donors and sponsors in our annual reports, on our website, and upon request.

2. The Aspen Institute retains editorial control of all of our publications and events. We have the final say over what gets published, what topics are covered, and who speaks at any of our convenings.

3. The Aspen Institute is a values-based, nonpartisan organization, which operates independently of the positions and views of our funders. We do not engage in electoral politics or any activity that would require registration under the Lobbying Disclosure Act of 1995, and do not engage staff or contractors as "lobbyists" as defined by the Act.

4. The Institute will not seek on behalf of any individual or entity to influence an agency or official of the US government or the US public regarding US policy or the policies or relations of a foreign country. Similarly, the Institute will not act, directly or indirectly, as an agent, representative, or in any other capacity at the order, or under the direction or control of any government or political entity.

5. The Aspen Institute seeks to maintain a diversity of funding from foundations, individual donors, registration fees, event ticket sales, and corporate sponsorships in order to retain its independence and to avoid the potential for any funder to compromise the integrity of the discourse at the Institute. Funders are not allowed to dictate or veto content or participants in any of the Institute's events.

6. The Aspen Institute is committed to promoting an inclusive and equitable global society and seeks to do so by having a diverse Board, inclusive workforce, and programming that reflects our nation's diversity. Our commitment to diversity, equity, inclusion and anti-racism can be found in this statement (https://www.aspeninstitute.org/our-commitment-to-

<u>diversity-equity-inclusion-and-anti-racism/</u>) and more information about our work in this area <u>can be found here</u> (<u>https://www.aspeninstitute.org/our-commitment/</u>). We will not accept funding from groups or organizations that promote violence or intolerance in any form.

Issued January 2015; Revised March 2021



Aspen Institute Collaboration Agreement

Mirella Tamayo Craigo Economic & International Development

Goal 1 – Cultivate an Environment Conducive to Strong Economic Development 1.7 Identify and develop plans for areas of reinvestment and local partnership



Overview

- Collaboration Agreement
- Timeline
- Background on:
 - 1. Aspen Institute
 - 2. City Leaning & Action Lan
 - 3. Entrepreneurial Support Organization
- Collaboration Agreement Objective
- Next Steps





Action Item

Discussion and action on a resolution that the City Manager be authorized to sign a Collaboration Agreement by and between the City of El Paso and LiftFund, together the "Anchor Organizations," and the Aspen Institute Latinos and Society ("AILAS") to empower Latino communities and promote long-term economic growth and resiliency.









aspeninstitute

- Global nonprofit organization founded in 1949
- Committed to realizing a free, just and equitable society
- Education and policy studies organization based in Washington, D.C.
- Its mission is to foster leadership based on enduring values and to provide a non-partisan venue for dealing with critical issues





- Founded in 2015
- Mission: Identify, promote, and catalyze ideas and solutions that foster greater opportunity for American Latinos, enabling a more prosperous and inclusive America for all
- Values: Inclusion, shared learning, cross-sector collaboration, diversity of perspectives, and co-creation







Entrepreneurial Ecosystem Support Organization

- Complemented with a high-touch marketing and outreach effort with local community ambassadors/promotoras
- Contract with a data partner to track progress against outcomes and develop and maintain a central entrepreneurial database
- Strengthen coordination focused on Latino entrepreneurs and small businesses



City Learning and Action Lab

- The initiative is a hub and spoke model designed to support anchor organizations to form an entrepreneurial ecosystem steering committee
- Six Latino-majority communities chosen to spur economic growth in regions where COVID-19 exacerbated long-existing inequities
- Committee members will coalesce around strategic priorities and implement solutions to boost and sustain the local Latino business economy







Collaboration Agreement Opportunities & Objective

- The anchor organizations will serve as the local implementation partner for the Lab, as well as spearhead, organize, and convene a local Entrepreneurial Ecosystem Steering Committee (EESC) to support the Lab
- Engage with a cohort of 6 Latino-majority cities/communities for 12 months to stabilize, grow and accelerate equitable small business recovery and stimulate opportunities for long-term growth of Latinoowned businesses
- The collaboration between AILAS, LiftFund and the City of El Paso will help achieve the shared goal of building a more equitable, data-driven, community informed, and inclusive entrepreneurial ecosystem in support of the Latino business community



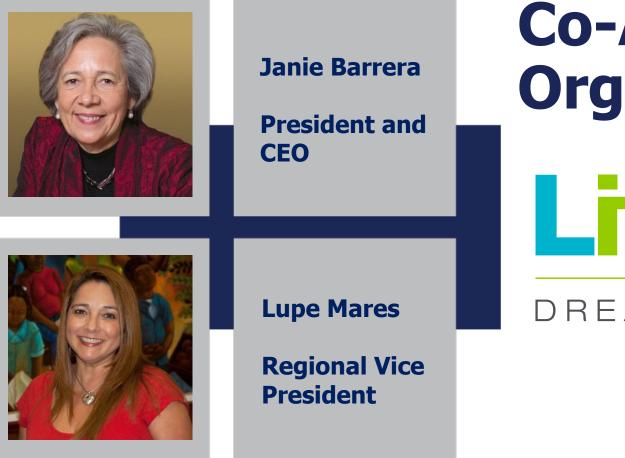


Anchor Organizations

- AILAS will partner with trusted and well-respected anchor organizations that support Latino entrepreneurs and Latino small business owners in their city or community
- Local implementation partner for the Lab, as well as spearhead, organize, and convene a local Entrepreneurial Ecosystem Steering Committee (EESC) to support the Lab
- The City of El Paso and LiftFund have agreed to participate in the inaugural Lab as anchor organizations and to serve as the Lab's ecosystem lead for its community
- The collaboration between AILAS, LiftFund and the City of EI Paso will help achieve the shared goal of building a more equitable, data-driven, community informed, and inclusive entrepreneurial ecosystem in support of the Latino business community







Co-Anchor Organization

Lift Fund

DREAM IT. FUND IT.







City Learning and Action Lab Data Partner



Pitch Competition

- November 14, 2022 in Los Angeles
- Cities will pitch a priority the local Steering Committee identified in the Aspen City Learning & Action Lab.
- Private capital and philanthropy impact investors will serve as judges
- Showcase cities' investment opportunities in one of five pillars:
 - Entrepreneurship
 - Innovation
 - Community Regeneration
 - Workforce Development
 - Infrastructure



In collaboration with El Paso's STTE Foundation

ORCA CITY PITCH

COMPETITION

Opportunity

Resilience

Culture

Access





Action Item

Discussion and action on a resolution that the City Manager be authorized to sign a Collaboration Agreement by and between the City of El Paso and LiftFund, together the "Anchor Organizations," and the Aspen Institute Latinos and Society ("AILAS") to empower Latino communities and promote long-term economic growth and resiliency.

Next Steps:

Host another roundtable with all CDFI's

Prepare for the pitch competition in November



VISION

MISSION

Deliver exceptional services to support a high quality of life and place for our community Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Integrity, Respect, Excellence, Accountability, People



MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

0

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Integridad, Respeto, Excelencia, Responsabilidad, Personas



Legislation Text

File #: 22-603, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the CITY OF EL PASO, TEXAS and 1 TEXAS TOWER, LLC and HOTEL DULCINEA, LLC to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at 109 North Oregon Street, El Paso, Texas 79901. The Agreement requires the Applicant to make a minimum investment of \$18 million. Over the term of the Agreement, the City will provide local performance-based economic incentives not to exceed \$2,186,000; additionally, the City will apply to participate in the State Convention Center Hotel Program established by Chapter 351 of the Texas Tax Code.

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Elizabeth Triggs, 915-212-0094

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

Discussion and action on a resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the **CITY OF ELPASO**, **TEXAS** and **1 TEXAS TOWER**, **LLC** and **HOTEL DULCINEA**, **LLC** to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at **109 North Oregon Street**, **El Paso**, **Texas 79901**. The Agreement requires the Applicant to make a minimum investment of \$18 million. Over the term of the Agreement, the City will provide local performance-based economic incentives not to exceed \$2,186,000; additionally, the City will apply to participate in the State Convention Center Hotel Program established by Chapter 351 of the Texas Tax Code.

BACKGROUND / DISCUSSION:

This Chapter 380 Agreement facilitates the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at 109 North Oregon Street, El Paso, Texas 79901. Through the Agreement, the building will be rehabilitated to accommodate at least a 3-star Hampton Inn & Suites, 120-room hotel, adding to the City's inventory of downtown hotel rooms and increasing the City's ability to attract conventions to its nearby Convention Center. Attracting conventions is an economic development strategy that increases visitor spending within our region.

Texas Tower is a 15-story, historic building listed on the National Register of Historic Places. Redevelopment of the property will be accomplished in a manner that preserves the façade of the building. Historic preservation and rehabilitation are central to our Downtown revitalization strategy. This is the seventh historic renovation project located in Downtown El Paso and incentivized by City Council over the last ten years. Together, these historic renovations represent a nearly \$225 million investment in the urban core of our City; and the addition of 720 guest rooms.

Through this Agreement, the Applicant will invest a minimum of \$18 million into the project. Upon project completion and Agreement metrics being met, the City will provide local performance based incentives not to exceed \$2,186,000 in the form of: (1) a 13-year, 100 percent property tax rebate on the City's portion of incremental revenue generated by the project; (2) a 10-year, 20 percent Hotel Occupancy Tax rebate on the City's portion of the tax; (3) a 10-year, 100 percent rebate on the City's portion (1%) of the Sales and Use Tax for sales generated at the hotel; and (4) a one-time, 100 percent rebate on the City's portion (1%) of the Sales and Use Tax generated on construction materials used in the redevelopment of the property.

In addition, the City will apply for participation in the State Convention Center Hotel Program established by Chapter 351 of the Texas Tax Code. If accepted into the program, the City will rebate to the Applicant 100 percent of the State's portion of Hotel Occupancy Tax and Sales and Use Tax revenue generated by the Hotel; estimated to be \$3,209,000 over the 10-year period. This is the fourth downtown hotel project where the City is leveraging local dollars with State dollars to increase local guest room inventory.

PRIOR COUNCIL ACTION:

N/A Revised 04/09/2021

AMOUNT AND SOURCE OF FUNDING:

Performance-based incentive built on new revenue generated by the Project

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

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

DEPARTMENT HEAD:

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

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between the **CITY OF EL PASO**, **TEXAS** and **1 TEXAS TOWER**, **LLC** and **HOTEL DULCINEA**, **LLC** to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at **109 North Oregon Street**, **El Paso**, **Texas 79901**. The Agreement requires the Applicant to make a minimum investment of \$18 million. Over the term of the Agreement, the City will provide local performance-based economic incentives not to exceed \$2,186,000; additionally, the City will apply to participate in the State Convention Center Hotel Program established by Chapter 351 of the Texas Tax Code.

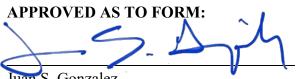
APPROVED this _____ day of ______, 2022.

CITY OF EL PASO

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk



Juan S. Gonzalez Senior Assistant City Attorney

APPROVED AS TO CONTENT

Elizabeth K. Triggs, Director Economic & International Development

STATE OF TEXAS)CHAPTER 380 ECONOMIC DEVELOPMENT))PROGRAM AGREEMENTCOUNTY OF EL PASO)

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** ("Agreement") is entered into by and between the **CITY OF EL PASO**, **TEXAS** ("City"), a Texas home rule municipal corporation, and **1 TEXAS TOWER**, **LLC** ("Texas Tower") and **HOTEL DULCINEA**, **LLC** ("Hotel Dulcinea"), collectively "Applicants" and each individually an "Applicant", both Texas limited liability companies, for the purposes and considerations below:

WHEREAS, the Applicants desire to enter into this Agreement pursuant to Chapter 380 and the Texas Constitution Article VIII, Section 52-a; and

WHEREAS, the City desires to provide, pursuant to Chapter 380, incentives to Applicants to develop the Hotel as defined below; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the public purpose of enhancing the value of the local tax base and foster and support economic growth and opportunity and to ensure new investments will market the area as a thriving place to work, live and visit, within the City's downtown core; and

WHEREAS, the City recognizes that tourism, both for business and for pleasure, is a significant component of the City's economy and cites the importance of the Convention Center and surrounding hotels as critical elements in the City's efforts to promote tourism in the City; and

WHEREAS, the City and Applicants desire development of the Hotel, which includes the redevelopment, rehabilitation and improvement the downtown building commonly known as the Texas Tower, located at 109 North Oregon Street, El Paso, Texas 79901, such Development being more specifically described on Exhibit A attached hereto; and

WHEREAS, the development of the Hotel will encourage increased economic development in the City, provide significant increases in the City's sales tax revenues, and improve the City's ability to provide for the health, safety and welfare of the citizens of El Paso; and

WHEREAS, Applicants are willing to construct a Hotel on Real Property owned by the City and in accordance with the terms and conditions of this Agreement, such Real Property being more specifically described on Exhibit B attached hereto; and

WHEREAS, to facilitate development of the Hotel, Hotel Dulcinea will lease floors 2 through 14 of the building from Texas Tower and thereafter Texas Tower shall convey the Real Property (subject to

the lease and any other existing leases), as more particularly described in the legal description contained in **Exhibit B** to the City, and Texas Tower shall retain ownership of the existing and future improvements/structures and all personal property located on the Real Property.

WHREEAS, this property is located within the Tax Increment Reinvestment Zone Number Five ("TIRZ5"), City of El Paso, and is subject to development under the TIRZ5 Amended Final Project Plan and Final Reinvestment Zone Financing Plan, as defined by Section 311.011 of the Texas Tax Code, which has been approved by the City Council; and

WHEREAS, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of El Paso through its support of the Convention Center business, its ability to bolster the tourism industry, providing additional employment opportunities to the citizens of the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and Applicants;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

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

- A. Agreement means this Chapter 380 Economic Development Program Agreement, together with all attached exhibits.
- B. Applicant means 1 Texas Tower, LLC and Hotel Dulcinea, LLC both Texas limited liability companies, located at 109 N. Oregon Suite 1300, El Paso, Texas, 79901.
- C. Base Year Value means \$545,510.00, being the value of the Real Property, including improvements on the Real Property, as determined by the El Paso Central Appraisal District as of January 1, 2022. However, under no circumstances shall the Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be used in any way to determine market value.
- D. **Building and Planning Fee Waiver** means a 100 percent waiver of certain development and building permit and inspections fees specified in Title 18, Title 19 and Title 20 of the El Paso City Code; however, under no circumstances shall the City waive penalty fees associated with development building permitting and inspections.
- E. **City** means the City of El Paso, Texas.
- F. City Grant Submittal Package has the meaning assigned to it in Section 3(E) of this Agreement.
- G. **Comprehensive Plan** means the City of El Paso's Comprehensive Plan entitled "Plan El Paso" adopted by the El Paso City Council on March 6, 2012.

- H. Construction Materials Sales Tax Rebate means a one-time 100 percent rebate of the City's one percent (1%) Sales and Use Tax Receipts for materials and labor of taxable items used in the construction of the Development, but in no event will the total Construction Materials Sales Tax Rebate amount exceed \$141,120.00.
- I. Convention and Tourist Facilities means and includes the following: El Paso Convention Center, located at 1 Civic Center Plaza, El Paso, Texas 79901; El Paso Museum of Art, located at 1 Arts Festival Plaza, El Paso, Texas 79901; El Paso Museum of History, located at 12901 Gateway West, El Paso, Texas 79928; Plaza Theatre Performing Arts Center, located at 125 Pioneer Plaza, El Paso, Texas 79901; and the Baseball Stadium, located at 2 Civic Center Plaza, El Paso, Texas 79901.
- J. Development means the planned Hotel, which includes Applicants' redevelopment, rehabilitation and improvement to the downtown building commonly known as the Texas Tower, located at 109 North Oregon Street, El Paso, Texas 79901, as described by Exhibit A attached hereto, but shall not include the area used by the Café Central Restaurant or floors 1, 15, the roof and basement of the building located on the Real Property.
- K. Downtown Plan means the Downtown 2015 Plan adopted by El Paso City Council on October 31, 2007, and incorporated into the Comprehensive Plan pursuant to the provisions of Section 213.002 of the Texas Local Government Code.
- L. **Effective Date** means the date upon which both parties have fully executed this Agreement as set forth on the signature pages hereof.
- M. Event of Default has the meaning assigned to it by Section 5 of this Agreement.
- N. **Grant** means each payment paid by the City to Applicants in accordance with this Agreement and, where applicable, contingent on the City receiving the State Hotel Sales Tax Revenue and the State Hotel Occupancy Tax Revenue by operation of Texas Government Code Section 2303.5055.
- O. Grant Period has the meaning assigned to it by Section 2 of this Agreement.
- P. **Ground Lease** means the certain lease agreement to which the City will lease the Real Property to Applicants upon which the Development will be built.
- Q. Hotel means the hotel, as described by Exhibit A owned and operated by Hotel Dulcinea and generally located at 109 North Oregon Street, El Paso, Texas 79901, and excludes the area of the Development currently used by the restaurant Café Central.
- R. **Hotel Dulcinea** means HOTEL DULCINEA, LLC, a Texas limited liability company. For the purposes of this agreement, Hotel Dulcinea's address is 109 N. Oregon Street, El Paso, Texas 79901.
- S. Hotel Franchise means a franchise for at least a 3-star Hampton Inn and Suites Hotel.

- T. Local Hotel Occupancy Tax Rebate means a 20 percent rebate of the City's portion of the hotel occupancy tax collected in connection with the Hotel for 10 years, up to a maximum amount of \$664,384.00, whichever comes first. Receipt of the rebate on the City's portion of the hotel occupancy tax by Applicants is not contingent on the Development's participation in the State Convention Center Hotel Program
- U. **Minimum Appraisal Value** means upon the issuance of the certificate of occupancy (temporary or permanent) for the Hotel, or December 31, 2025, whichever occurs first, the value of the real and personal property and improvements of the Development after the construction of the Development below which the Applicant cannot protest nor contest the appraised value of the Development with the El Paso Central Appraisal District during the Term of this Agreement. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent or determinative for appraisal purposes or be used in any way to determine market value. For the purposes of this Agreement, the Minimum Appraisal Value shall be **\$5,455,100.00**.
- V. **Minimum Investment** means all Qualified Expenditures, including, without limitation, those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the redevelopment, rehabilitation, and improvement of the Development. For the purposes of this Agreement, the Minimum Investment amount shall be **\$18,000,000.00**.
- W. Property Tax Rebate means a 100 percent rebate of the City's portion of the combined incremental ad valorem real and personal property tax revenue generated by or for the Real Property above the Base Year Value for the Development. This rebate shall be limited to a 13-year period within the Grant Period, or up to the maximum amount of \$1,335,292.00, whichever occurs first. Receipt of the Property Tax Rebate is not contingent on the Development's participation in the State Convention Center Hotel Program.
- X. **Qualified Expenditures** means those direct costs incurred by Applicants after the Effective Date for material used and labor required in the design, demolition of interior portions of the building including the exterior windows and glass of the building, development, construction, renovation, or rehabilitation of the Development, including furniture, fixtures and equipment costs, environmental issues and studies (if any), Hotel costs and professional fees. The foregoing shall include, without limitation, all costs self-performed or contracted to third parties by the Applicants over the course of the design, demolition of interior portions of the building including the exterior windows and glass of the building including the exterior windows and glass of the building including the exterior windows and glass of the building including the exterior windows and glass of the building, development, construction, renovation, or rehabilitation of improvements on the Real Property including furniture, fixtures and equipment costs, environmental issues and studies (if any), Hotel costs and professional fees.
- Y. Real Property means approximately 0.15 acres of land located at 109 North Oregon Street, El Paso, Texas 79901, owned by the City to be leased to Applicants as more specifically described in Exhibit B of this Agreement.
- Z. **Retail Sales and Use Tax Rebate** means a rebate of 100 percent of the City's one percent Sales Tax Receipts generated by and attributable solely to the Applicants and the Applicant's Retailers, tenant's

and/or occupants' sales of Taxable Items consummated at the Hotel in the immediately prior calendar year and remitted from the State Comptroller to the City. For purposes of this Agreement, sales and use tax revenue generated in areas of the building not included in the Development as defined in Section 1(J) of this Agreement shall not be eligible for Retail Sales and Use Tax Rebate under the terms of this Agreement. This rebate shall be limited to a 10-year period within the Grant Period, or up to a maximum amount of **\$45,000.00**, whichever comes first. Receipt of the Retail Sales and Use Tax Rebate is not contingent on the Development's participation in the State Convention Center Hotel Program. To receive the Sales and Use Tax Rebate, the Applicant must complete and submit **Exhibit D** and provide as an annual attachment to the Grant Submittal Package.

- AA. **Retailer(s)** means tenants and lessees of the Applicant required by the State Comptroller to collect Retail Sales and Use Tax or Mixed Beverage Tax on taxable sales consummated in the City at the Hotel covered by Chapter 151 and Chapter 183 of the Texas Tax Code.
- BB. **Sales Tax Receipts** means receipts of retail sales and use tax revenue remitted from the State Comptroller based upon the Applicants and Applicant's Retailers, tenant's and/or occupants' collection of Sales and Use Tax during the Term of this Agreement, that are generated by and solely attributable to the Applicants and Applicant's Retailers, tenant's and/or occupants' sale of Taxable Items consummated at the Hotel.
- CC. State Comptroller means the Office of the Texas Comptroller of Public Accounts, or any successor agency.
- DD. State Convention Center Hotel Program means the program established by Chapter 351 of the Texas Tax Code.
- EE. State Grant Submittal Package has the meaning assigned to it in Section 3(D) of this Agreement.
- FF. **State Hotel Occupancy Tax Revenue** means the amount of revenue from the hotel occupancy tax assessed and collected by the State of Texas pursuant to Chapter 156 of the Texas Tax Code and refunded to the City by operation of Section 351.101 of the Texas Tax Code, and that is derived from or attributable to the Hotel.
- GG. **State Hotel Occupancy Tax Rebate** means a 100 percent rebate of the State Hotel Sales Tax Revenue generated by or for the Hotel. This rebate is statutorily limited to a 10-year period within the Grant Period. Receipt of the State Hotel Occupancy Tax Rebate is contingent on the Development's participation in the State Convention Center Hotel Program.
- HH. **State Hotel Sales Tax Revenue** means the amount of revenue from a sales tax lawfully assessed and collected by the State of Texas pursuant to Texas Tax Code Section 151 that is derived from or attributable to sales transacted in the Hotel, whether by Hotel Dulcinea or another person or entity, for merchandise or sales physically located in the Hotel, and refunded to the City by operation of Sections 351.102 and 151.429, as applicable of the Texas Tax Code.

- II. State Hotel Sales Tax Rebate means a 100 percent rebate of the State Hotel Sales Tax Revenue generated by or for the Hotel. This rebate shall be limited to a 10-year period within the Grant Period. Receipt of the State Hotel Occupancy Tax Rebate is contingent on the Development's participation in the State Convention Center Hotel Program.
- JJ. Taxable Items has the same meaning assigned in Chapter 151, Texas Tax Code.
- KK. Term has the meaning assigned to it by Section 2 of this Agreement.
- LL. **Texas Tower** means 1 TEXAS TOWER, LLC, a Texas limited liability company. For the purposes of this Agreement, Texas Tower's address is 109 N. Oregon Street Suite 1300, El Paso, Texas, 79901.

SECTION 2. TERM AND GRANT PERIOD.

- A. Term and Effective Date. The Term of this Agreement shall commence on the Effective Date and shall terminate on the first to occur: (i) the date when the Grant is fully paid; (ii) 18 years from the Effective Date; (iii) the proper termination of this Agreement in accordance with applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing; provided, however, that failure of Applicant to receive its certificate(s) of occupancy (either temporary or permanent) no later than December 31, 2025, shall result in the immediate termination of this Agreement. For the purposes of this Agreement, "certificate(s) of occupancy" does not include temporary certificate(s) of occupancy.
- B. Grant Period and Grant Payment Eligibility. The Grant Period shall begin when the Applicant submits to the City the initial State and City Grant Submittal Packages to be no later than January 1, 2027, with early submission being acceptable. Subsequent submittals will be due by April 1 for the previous calendar year. Applicant's eligibility for Grant payments shall be limited to 13 consecutive years for the Property Tax Rebate; and 10 consecutive years for the Local Hotel Occupancy Tax Rebate, Retail Sales and Use Tax Rebate, State Hotel Occupancy Tax Rebate, and State Hotel Sales Tax Rebate, within the Term of this Agreement and subject to the provisions and tenets contained in this Agreement. The City shall annually review the Applicant's eligibility for Grant payments in accordance with Exhibits C-1, C-2, and D during the Grant Period.
- C. Notwithstanding any provision as contained in this Agreement to the contrary, four (4) years from the Effective Date of this Agreement, such applicable Applicant must obtain certificate(s) of occupancy for the Development.

SECTION 3. OBLIGATIONS OF THE APPLICANT.

During the Term of this Agreement, Applicant shall comply with the following:

A. **Development.** Applicant agrees to develop and construct, at its sole cost, the Development; and further agrees:

- 1) That it shall make or cause to be made the Minimum Investment in the development and construction of the Development;
- 2) That the Development shall preserve the exterior façade of the building in a manner consistent with the renderings attached hereto in **Exhibit A**;
- 3) That the Development shall be completed in accordance with the requirements and review provisions of Chapter 20.20 of the City municipal code, where applicable;
- 4) That it shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations; and moreover, shall give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency.
- 5) That it shall develop and construct, at its sole cost an approximately 120 room at least 3-star Hampton Inn and Suites Hotel, as further conceptually shown on **Exhibit A**, attached hereto;
- 6) That it shall make a Minimum Investment in an amount of **\$18,000,000.00** towards the Development, no later than **December 31, 2025**;
- 7) That it shall obtain a certificate of occupancy for the Development no later than four (4) years from the Effective Date of this Agreement.; and
- 8) That the Development shall be limited in its use to uses consistent with the development and operation of the Hotel and consistent with the City's development goals, which is the encouraging of development and redevelopment of Downtown El Paso.
- B. **Ground Lease.** The City and Texas Tower shall execute the Ground Lease simultaneously upon execution of this Agreement. As permitted in Section 272.001(b)(6) of the Texas Local Government Code, the Ground Lease shall grant Texas Tower an option to purchase the Real Property from the City, and shall grant the City the right to put the Real Property to Texas Tower. The Ground Lease shall allow Texas Tower to sublease the Real Property to Hotel Dulcinea and other third parties to effectuate the Development contemplated and described in this Agreement. Applicants shall provide City with a list of the subtenants as part of Applicant's annual City Grant Submittal Package.
- C. **Inspection of Records.** Applicants, during normal business hours, at its principal place of business in El Paso, and with two weeks prior written notice, shall allow the City or its agents reasonable access to Applicant's records and books, and other records that are related to the economic development considerations and incentives described herein, to verify records related to the City's economic development considerations and incentives provided herein. The City shall maintain the confidentiality of such records in accordance with and subject to commercially reasonable practices and all applicable laws to the extent allowed by the Texas Open Records Act.

- D. State Grant Submittal Package. On or before January 1, 2027 and continuing on a quarterly basis of each year thereafter, but not to exceed 10 consecutive years, Applicants will provide to the City, and maintain during the Term of this Agreement, a list of each Retailer that occupies or occupied the Development during the Grant Period, including the taxpayer identification number, taxpayer outlet number (as shown on the Texas sales tax permit), taxpayer name and taxpayer location as reported to the State Comptroller, and any other information required by the State Comptroller to generate and provide the City with the State Comptroller's sales tax report for the Grant Period, provided however, Applicants shall not be required to provide any such information or reporting to the City or any other party for any occupants at the Development that are not part of any incentives (for example the restaurant used by Café Central). The State Grant Submittal Package shall be in the form provided in Exhibit C-1, and will be due within 90 days of the date any sales and hotel occupancy taxes are due paid by Applicants and Applicant's Retailers, tenant's and/or occupants to the State. Any submission after this 90-day window will be considered late and untimely.
- E. City Grant Submittal Package. Unless otherwise agreed by the City and Applicant in writing, Applicant shall annually submit one City Grant Submittal Package in the form provided in Exhibit C-2, together with the requisite documentation.
 - On or before January 1, 2027 and continuing on or before April 1st of each year thereafter, but not to exceed the time period described in Section 2 of this Agreement; early submission is acceptable. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph shall not be a waiver by the Applicant to receive a Grant Payment for that or any such Grant year, but may result in a delay of payment until the following City fiscal year.
 - 2. Concurrent with the submittal of the initial City Grant Submittal Package, Applicant will submit to the City documentation as may be reasonably necessary to verify: (i) the expenditure of the Minimum Investment; (ii) receipt of a final certificate(s) of occupancy for the Development that allows the Applicant to fully occupy and the public to fully access the Development, receipt of which shall have been received no later than **December 31**, 2025; (iii) reasonable documentation confirming the rebate amount due to the Applicant for the Construction Materials Sales Tax Rebate; and (iv) reasonable documentation confirming the rebate amount due to the Applicant for the Local Hotel Occupancy Tax Rebate, Property Tax Rebate, Sales and Use Tax Rebate. Any subsequent City Grant Submittal Packages shall require that the Applicant submit City documentation as may be reasonably necessary to verify the rebate amount due to the Applicant for the: (i) Local Hotel Occupancy Tax Rebate (if applicable); Property Tax Rebate; and Sales and Use Tax Rebate (if any), provided however, the City shall be required to request in writing any such documentation reasonably necessary to verify the rebate amount due to the Applicant from Applicant within 90 days after Applicant has submitted the City Grant Submittal Package or no additional documentation shall be required to be submitted by Applicant, and shall be deemed acceptable.
 - 3. If Applicant fails to timely submit a Grant Submittal Package for a particular year, then the City may give Applicant written notice of its failure to timely submit such Grant Submittal Package, and Applicant shall have 90 calendar days from the date on which such written notice is given in

which to submit such Grant Submittal Package. Provided the calculation of the Grant payment is correct and has been made in accordance with this Agreement, the City's determination of the amount of the Grant payment due to Applicant is final.

- F. Form of Submittal Packages. Unless otherwise agreed by the City and Applicants, each State or City Grant Submittal Package shall be in the form attached hereto as Exhibit C-1 and C-2, respectively. The parties will comply with Texas Government Code Section 2303.5055 which regulates the submission of refund, rebate or payment of tax proceeds to a qualified hotel project and will conform with the parameters stated in Exhibit C-1. If Applicant fails to timely submit a Grant Submittal Package for a particular year, then the City may give Applicant written notice of its failure to timely submit such Grant Submittal Package, and Applicant shall have 90 calendar days from the date on which such written notice is given in which to submit such Grant Submittal Package. Provided the calculation of the Grant payment is correct and has been made in accordance with this Agreement the City's determination of the amount of the Grant payment due to Applicant is final.
- G. **Payment of Taxes.** Applicant shall demonstrate before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified City tax certificates for the Development. In the event of disputed valuation, Applicant's payment of taxes based upon Applicant's reasonable valuation as allowed by the Texas Tax Code shall satisfy this this requirement, and timely payment of any amount of additional taxes due, if any, after final determination of the value.
- H. Minimum Appraisal Value. The parties to this Agreement agree that the taxable value of the Development, after completion of all construction and improvements, will have a Minimum Appraisal Value as defined in Section 1 of this Agreement and thereafter during the Term of this Agreement. Applicant shall have the right to contest the appraised value of the Development as provided by law, however, during the Term of this Agreement, but after completion of all constructions and improvements, Applicant shall not challenge or permit anyone else to act on its behalf to challenge any assessments by the Central Appraisal District equal to the Minimum Appraisal Value or lower. Any such action will be deemed an Event of Default that will result in the termination of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, nor the values contained within this Agreement, will be used to contest appraisal values or in the determination of the market value of the Development.
- I. Payment Bond Required. Applicant will require its prime and/or general contractor to obtain and maintain a payment bond during the development and construction of the Development. Applicant will provide proof of same, once available, to City and will have City added to receive Notice of Default or Termination from the surety issuing said bond. This requirement shall not create any contractual relation between the City, the Contractor, and any subcontractors working on the Project.
- J. Waivers of Sales Tax Confidentiality. Applicants shall provide the City, during the Term of this Agreement, a Waiver of Sales Tax Confidentiality as applicable from Applicant, Applicant's Retailers, tenant's and/or occupants of the Hotel, which authorizes the State Comptroller to release

to the City and Applicant Sales and Use Tax information pertaining to the sale of Taxable Items by Applicant at the Hotel during the Term of this Agreement, substantially in the form attached hereto as **Exhibit D**.

- 1. The Applicants shall be responsible for obtaining the Waivers of Sales Tax Confidentiality as applicable from Applicant, Applicant's Retailers, tenant's and/or occupants of the Hotel and providing the Waivers of Sales Tax Confidentiality to the City. Applicants shall cause Applicant's Retailers, tenant's and/or occupants of the Hotel to maintain an effective Waiver of Sales Tax Information. The City will verify all such information, but the City shall not have an obligation to otherwise collect sales tax information and will have no obligation to make payments under this Agreement without such sales and use tax payment confirmation from the State Comptroller.
- 2. The confidential Sales and Use Tax information provided or reported by the State Comptroller to the City shall be used to determine the amount of the Grant payment that Applicant is to receive. For any particular Grant Submittal Package and Grant amount determination, the City shall only consider the Sales and Use Tax Receipts that appear on such report by the State Comptroller to the City and that have a valid and effective Waiver of Sales Tax Confidentiality on file with the City.
- 3. While this Agreement is in effect, Applicant shall, upon request of the City provide such additional documentation as may be reasonably requested by the City to evidence, support and establish the Sales and Use Tax Receipts.
- K. Use of Meeting Space. The Applicant agrees to provide to the City, on an annual non-cumulative basis, subject to availability for the dates requested by the City, (i) complimentary use of Hotel ballroom/meeting space at the Hotel or other hotel properties affiliated with Applicant without room rental fees for five (5) event days per year, and (ii) complimentary use of Wi-Fi in meeting space for 10 event days per year, provided that in both instances as provided hereunder, reasonable advance written notice is provided by the City to the Applicant.
- L. **Event Room Block.** Subject to the availability of rooms for the dates requested by the City, the Applicant agrees to provide the City a room block of 50 rooms nights per year, at a discounted rate of 75 percent of the best available rate for visitors of the Convention and Tourist Facilities to include the El Paso Convention Center located at 1 Civic Center Plaza, El Paso, Texas through the Hotel or such other hotels affiliated with the Applicant.
- M. **Government Per Diem Rate.** Subject to the availability of rooms, Applicants agree to provide the City the government per diem rate and direct billing, which the City will timely pay.
- N. **Marketing.** As part of Applicants' "affiliated entities" including other hotels located in the City of El Paso, Applicants agree to participate in sales calls to state and regional markets up to 6 times per year; and participate and state and national industry tradeshows up to 5 times per year.

SECTION 4. OBLIGATIONS OF THE CITY

During the Term of this Agreement and so long as an Event of Default has not occurred and is not continuing as set forth herein, the City shall comply with the following:

- A. **City Grant Payments.** During the Term of this Agreement, and so long as an Event of Default has not occurred, remains uncured or unresolved, and Applicant is in compliance with the terms and provisions of this Agreement, the City shall make annual Grant payments to the Applicant over the Term of the Agreement, and payable as follows:
 - 1. The City agrees to provide a one-time Construction Materials Sales Tax Rebate in an amount up to \$141,120.00 provided Applicants' performance, Applicants' request for payment, and the payment provided by the City are in accordance with the terms and provisions of this Agreement, and due with the initial City Grant Submittal Package;
 - 2. The City agrees to provide the Local Hotel Occupancy Tax Rebate in a maximum, aggregated amount up to \$664,384.00 provided Applicants' performance, Applicants' request for payment, and the payment provided by the City are in accordance with the terms and provisions of this Agreement;
 - 3. The City agrees to provide the Property Tax Rebate in a maximum, aggregated amount up to \$1,335,292.00 provided Applicants' performance, Applicants' request for payment, and the payment provided by the City are in accordance with the terms and provisions of this Agreement;
 - 4. The City agrees to provide the Retail Sales and Use Tax Rebate in a maximum, aggregated amount up to \$45,000.00provided Applicants' performance, Applicants' request for payment, and the payment provided by the City are in accordance with the terms and provisions of this Agreement; and
 - 5. Except as expressly provided herein, the City agrees to process and pay to Applicant any eligible Grant payment within 90 days receipt of the Applicant's complete annual City Grant Submittal Package.
- B. **Building and Planning Fee Waiver.** The City agrees to provide the Building and Planning Fee Waiver in accordance with the terms and provisions of this Agreement.
- C. **State Convention Center Hotel Program Grant Payments.** During the Term of this Agreement and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, and contingent upon the Applicants' participation in the State Convention Center Hotel Program, the City shall make quarterly Grant payments to the Applicant payable as follows:
 - 1. The City agrees to provide the State Hotel Occupancy Tax Rebate provided Applicants' performance, Applicants' request for payment, and the payment provided by the City are in

accordance with the terms and provisions of this Agreement. Contingent on the City's receipt of the State's portion of the State Hotel Occupancy Tax Rebate collected on the Development, City shall rebate the amount received from the State, within 90 days of receipt from the State

- 2. The City agrees to provide the State Sales Tax Rebate provided Applicants' performance, Applicants' request for payment, and the payment provided by the City are in accordance with the terms and provisions of this Agreement. Contingent on the City's receipt of the State's portion of the State Sales Tax Rebate collected on the Hotel, City shall rebate the amount received from the State, within 90 days of receipt from the State
- 3. These Grant payments are and the amount of payments is solely contingent upon the City's receipt of the State Hotel Sales Tax Revenue and State Hotel Occupancy Tax Revenue from the State Comptroller. Accepting the aforementioned, and provided the City has timely and accurately provided all information and submittals required the State Comptroller for the City to receive the State Hotel Sales Tax Revenue and State Hotel Occupancy Tax Revenue from the State Comptroller as provided in this Agreement, Applicants shall have no recourse, should the City not be able to provide to Applicants the Grant payments contemplated in this section.
- 6. Except as expressly provided herein, the City agrees to process any eligible Grant payment within 90 days receipt of the State Hotel Sales Tax Revenue and State Hotel Occupancy Tax Revenue from the State Comptroller.
- D. **Grant Payment Processing.** Except as expressly provided herein, the City will process and pay to Applicant any eligible Grant payment within 90 days after receipt of the Applicant's complete annual Grant Submittal Package. Provided the calculation of the Grant payment is correct and has been made in accordance with this Agreement, the City's determination of the amount of the Grant payment due to the Applicant is final.
- E. **General Fund Obligations.** The City agrees to promptly process and remit to Applicants, within the time period as provided in this Agreement, all payments in accordance with terms of this Agreement. It is expressly understood by the parties to this Agreement that, except as otherwise provided herein, the payments contemplated in this Agreement in no way obligate the City's general fund or any monies or credits of the City and creates no debt of, nor any lability to, Applicants or third parties beyond the specific obligations contained herein. All payments made by the City under this Agreement are subject to appropriation of such funds for such payments to be paid in the budget year for which they are made.

SECTION 5. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default under this Agreement:

A. **Construction of Development.** Applicant's failure to comply with its construction obligations set forth in this Agreement and failure to proceed to cure same within 90 days after written notice from the City shall be deemed an event of default. If such failure cannot be cured within such 90-day period in the

exercise of all due diligence but Applicant fails or refuses to commence such cure within such 90-day period or fails or refuses to continuously thereafter diligently prosecute such cure, except to the extent such failure is caused by any act or failure to act on the part of the City, such actions or omissions shall be deemed Events of Default.

- B. **Failure to Maintain Hotel.** Failure to operate a Hotel on the Real Property for the term of this Agreement or to operate the Hotel as a limited service Hotel as specified in Section 3 of this Agreement, and if Applicants fail to proceed to cure such failure within 90 days after written notice from the City describing such failure, or if such failure cannot be cured within such 90-day period in the exercise of all due diligence, then if Applicants fail to commence such cure within such 90 day period or fail to continuously thereafter diligently prosecute the cure of such failure, then such actions shall be deemed Events of Default.
- C. False Statements. In the event the Applicant provides any written warranty, representation or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to proceed to cure same within 90 days after written notice from the City describing the violation shall be deemed an event of default. If such violation cannot be cured within such 90-day period in the exercise of all due diligence, and Applicant fails to commence such cure within such 90-day period or fails to continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall also be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become false or misleading in a material respect after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation or statement within 90 days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an Event of Default.
- D. **Insolvency.** The dissolution or termination of Applicants' existence as a going business or concern, Applicants' insolvency, appointment of receiver for any part of Applicants' portion of the Real Property, any assignment of all or substantially all of the assets of Applicants for the benefit of creditors of Applicants, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicants shall all be deemed Events of Default.
- E. **Property Taxes.** In the event Applicants allow any property taxes owed to the City to become delinquent without being contested in accordance with applicable law and fails to timely and properly follow the law or legal procedures for protest and/or contest of such taxes and to cure such failure, such actions or omissions shall be deemed an Event of Default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Real Property and/or the Development including all improvements located thereon.
- F. **Other Defaults.** Failure of Applicant or City to comply with or to perform any other material term, obligation, covenant or condition contained in this Agreement or in any related documents, and Applicant or City fails to cure such failure within 90 days after written notice from the other party describing such failure shall be deemed an event of default. If such failure cannot be cured within such 90 day period in the exercise of all due diligence, but if Applicant or City also fails or refuses to

commence such cure within such 90 day period or fails or refuses to continuously thereafter diligently prosecute the cure of such failure, such act or omission shall be deemed an event of default.

G. **Failure to Cure.** If any Event of Default by Applicants shall occur, and after Applicants fail to cure same in accordance herewith, then after written notice to Applicant, this Agreement may be terminated without any further action required of the City and the City's obligations end at that time. If a default has not been cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity to enforce the provisions of this Agreement.

SECTION 6. TERMINATION OF AGREEMENT.

- A. The City may terminate this Agreement without the requirement of an Event of Default by Applicants, if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.
- B. Applicant may terminate this Agreement at any time in its sole and absolute discretion by providing the City a thirty (30) day written notice of such termination.
- C. Notwithstanding any provision as provided in this Agreement to the contrary, within 90 days after the expiration or earlier termination of this Agreement, the City will transfer the Real Property to Texas Tower or its successors and/or assigns by Special Warranty Deed, subject to such liens and encumbrances existing as of the date of the expiration or earlier termination of this Agreement.

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. Agreement Termination. Upon the termination of Agreement, Applicant or its assignees agree that this Agreement, or the values contained within, will be used to contest appraisal values or in the determination of the market value of the Development; and the economic development incentives established within this Agreement between the contracting parties shall not be considered in valuing the property for tax purposes.
- C. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

- D. Assignability. Applicants understand and agree that the City expressly prohibits Applicants from selling, transferring, assigning, or conveying, in any way, any rights associated with this Agreement to anyone, except Applicants' lender and franchisor, without the City's prior written consent. Any attempts to assign without the prior written consent of the City is void and shall be considered an Event of Default and may, at the option of the City, result in termination of this Agreement.
- E. **Applicants' Sale or Transfer of the Development.** Thirty days **or more** prior to any sale or other transfer of ownership rights of Applicant in the Development, Applicant shall notify the City in writing of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an Event of Default.
- F. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- G. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- H. **Compliance with the Law**. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- I. Confidentiality Obligations. The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.
- J. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- K. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section

2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than 120 days after the date Applicant is notified by City of a violation of this section. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s), subject to repayment under this Section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.

- L. Encumbrances. Applicant shall place no lien on the property superior to the rights of the City.
- M. **Filing.** This Agreement shall be filed in the deed records of El Paso County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of Applicants.
- N. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- O. **Governmental Functions**. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- P. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officer, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- Q. Notices. All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid certified or registered mail, return receipt requested, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Grant Submittal Packages and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

City:	City of El Paso
	Attn: City Manager
	PO Box 1890
	El Paso, TX 79950-1890

Сору То:	City of El Paso
	Economic and International Development
	Attn: Director
	PO Box 1890
	El Paso, TX 79950-1890
	Email: <u>EDcompliance@elpasotexas.gov</u>
Applicant:	1 Texas Tower, LLC and Hotel Dulcinea, LLC
	Attn: James F. Scherr
	109 N Oregon St., Suite 1300
	El Paso, TX 79901
	Email: jimscherr@yahoo.com

- R. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Hotel, unless specifically enumerated herein.
- S. **Revenue Sharing Agreement.** The City designates this Agreement as a revenue sharing agreement, thereby entitling the City to request Sales and Use Tax information from the State Comptroller, pursuant to Section 321.3022 of the Texas Tax Code, as amended.
- T. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- U. **Recitals.** The recitals as provided at the beginning of this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of

, 20_____.

CITY OF EL PASO, TEXAS

Tomás González City Manager

APPROVED AS TO FORM:

González

Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs, Director Economic and International Development

ACKNOWLEDGMENT

STATE OF TEXAS	§
	§
COUNTY OF EL PASO	§

This instrument was acknowledged before me on the _____ day of _____, 2022, by Tomás González, as City Manager of the City of El Paso, Texas (CITY).

Notary Public, State of Texas

My Commission Expires:

[Signatures Continue on the Following Page]

APPLICANT: 1 TEXAS TOWER, LLC

Name: TAMES F. Scherr Title: Nuther aread leptesentative

ACKNOWLEDGMENT

STATE OF TEXAS § SCOUNTY OF EL PASO §

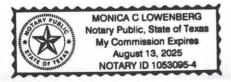
This instrument was acknowledged before me on the 19 day of MAY. 2022 by JAMES F. SCIFERE, as Auctionized sepre sate woof I TEXAS TOWER, LLC (APPLICANT),

Moun C formany

Notary Public, State of Texas

My Commission Expires:

8/13/2025



[Signatures Continue on the Following Page]

APPLICANT: HOTEL DULCINEA, LLC

TAMES F. Scherk Name:

Title: Muthalized representative

ACKNOWLEDGMENT

STATE OF TEXAS § SCOUNTY OF EL PASO §

This instrument was acknowledged before me on the 19 day of MAY, 2022 by JAMS F. 3 chore, as <u>Authorized Spreadedturof</u> HOTEL DULCINEA, LLC (APPLICANT).

Chouching

Notary Public, State of Texas

My Commission Expires:

B/13/2025-

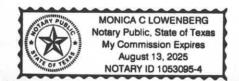
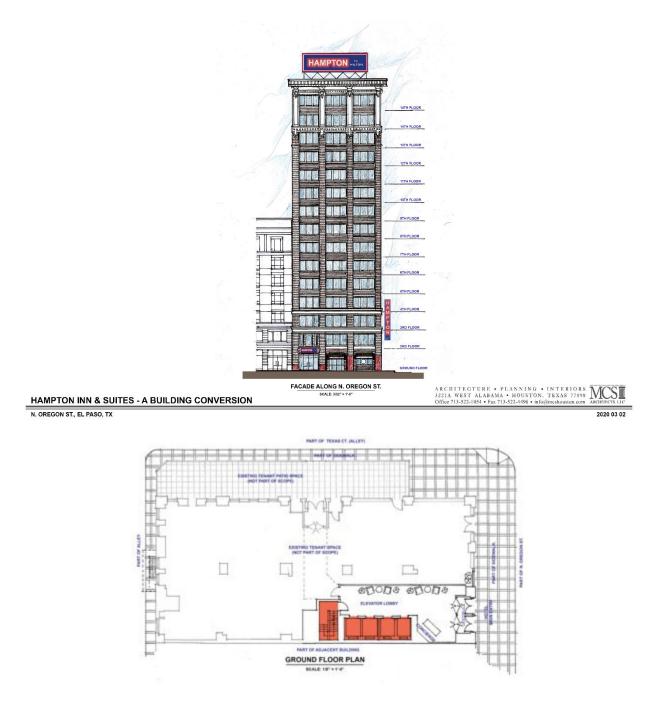
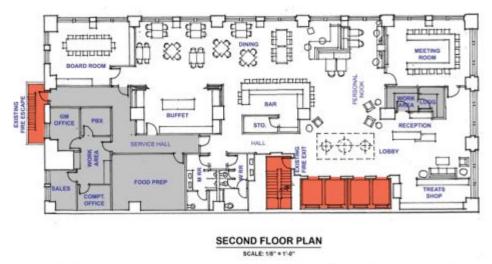
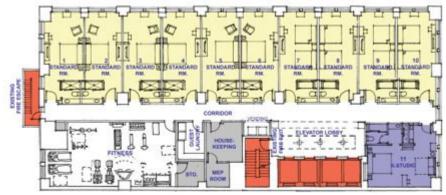


EXHIBIT A Project Renderings & Description of Amenities







THIRD FLOOR PLAN

EXHIBIT B Location of Real Property to be Developed

Location:

109 N. Oregon Street, El Paso, Texas 79901, El Paso County



Legal Description:

6 Mills 54 feet on Oregon X 120 Feet on Sheldon NEC, City of El Paso, El Paso County, Texas.

Parcel of land contains approximately 0.15 acres (6,480 Sq. Ft.) of land.

EXHIBIT C-1 State Grant Submittal Package

_____(The Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____(date) and signed by ______ of _____ (Company Name).

Pursuant to the Agreement the applicant submits this Hotel Occupancy Tax / Sales and Use Tax Rebate Submittal Package Form in compliance with the Agreement and in anticipation of receiving the State Hotel Occupancy Tax / State Sales and Use Tax Rebate payments referenced in the Agreement in consideration for its obligations met therein.

The following information is submitted as documentation required for the reimbursement of ______ expenses detailed and attached hereon representing eligible expenses incurred from ______ to _____ of 20___.

- 1. Hotel Occupancy Tax payment receipts showing proof of payment for _____:
- 2. Sales and Use Tax payment receipts showing proof of payment for _____:

It is understood by ______ (Company Name) that the City of El Paso has up to **90 days** to process this request and reserves the right to deny the Grant request if the Applicant has not complied with the terms of the Agreement.

APPLICANT: _____

Name: _____ Title:

ACKNOWLEDGMENT

STATE OF TEXAS	
	§
COUNTY OF EL PASO	§

	This instrument was acknowledged before me on the day of	, 20
by	, as	_
of	(APPLICANT / COMPANY).	

Notary Public, State of Texas

My Commission Expires:

380 | 1 Texas Tower / Hotel Dulcinea Redevelopment | 21-1007-2832 | 1177669 | jsg

EXHIBIT C-2 City Grant Submittal Package

_____(The Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on ______(date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

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

- 1. [INITIAL GRANT SUBMITTAL ONLY] Copies of all applicable approvals and permits.
- 2. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures amounting to **\$18,000,000** including but not limited to
 - a. Stamped **PAID** invoices
 - b. Copies of checks proving payment corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid)
 - d. Bank statements (in the event a transaction was paid with a credit or debit card)
 - e. Contractor pay applications, notarized with lien releases
- 3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate.
- 4. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of Certificate of Occupancy in accordance with the requirements provided in Section 3(A)(7).
- 5. Documentation evidencing payment of Local Hotel Occupancy Tax for _____ (Quarter & Year, or Year only if paid annually).
- 6. Property tax payment receipts showing proof of payment for tax year _____.
- 7. Retailers Report Listing of retailers located at the development
- 8. Waiver of Sales Tax Confidentiality Forms (**EXHIBIT D**) from Retailers on the Retailers Report who have provided such waivers (with Duty to Update)

It is understood by the Applicant that the City of El Paso has up to **90 days** to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

APPLICANT:			

Name: _____

Title:

ACKNOWLEDGMENT

STATE OF TEXAS	§
	§
COUNTY OF EL PASO	§

	This instrument was acknowledged before me on the day of	, 20
by	, as	
of	(APPLICANT / COMPANY).	

Notary Public, State of Texas

My Commission Expires:

EXHIBIT D Waiver of Sales Tax Confidentiality

Date _____

I authorize the State of Texas Comptroller of Public Accounts to release (sales tax) tax information pertaining to the taxpayer indicated below to ______, a _____, its successors, assigns or nominees, and the City of El Paso, Texas. I understand that this waiver applies only to place of business located at ______ in the City of El Paso, El Paso County, Texas.

Please print or type the following information as shown on your Texas [Sales and Use Tax Permit]: Name of Taxpayer Listed on Texas Sales Tax Permit:

Name under Which Taxpayer is Doing Business (d/b/a or Store Name):

Taxpayer Mailing Address:

Physical Location of Business Permitted for [Sales Tax] in El Paso, Texas:

Texas Taxpayer ID Number Tax Outlet Number *I* TABC Number

Authorized Signature

Printed Name: Title: Phone:

The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this Waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at (800) 531-5441.



Items 31 and 32

Texas Tower Redevelopment

Chapter 380 Economic Development Program Agreement & Long-Term Lease



Goal 1: Create an Environment Conducive to Strong Sustainable Economic Development 606

Project Summary : Proposed Renovation of Texas Tower

Subject Property: Texas Tower

Property Address: 109 North Oregon St.

Applicants: 1 Texas Tower, LLC & Hotel Dulcinea, LLC

Minimum Investment: \$18,000,000

- Renovation and conversion to a 3-star, 120 room hotel
- Retail and restaurant space on ground floor
- Secures 1,200+ rooms needed for convention attraction
- Leverages state dollars through the State Convention Center Hotel Program; however, participation in the program is not gauranteed
- Preserves the façade of a property listed on the National Register of Historic Places



FACADE ALONG N. OREGON ST.



Project Location & Surrounding City Investments

Children's Museum

Texas Tower





San Jacinto Plaza



Martin Building



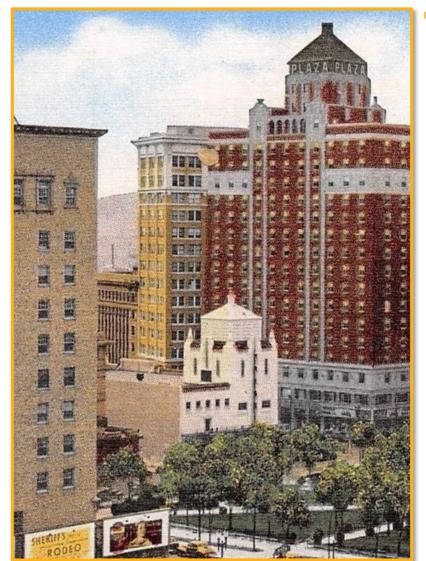
Plaza Hotel





Downtown Revitalization : Emphasis on Historic Preservation

- Historic preservation and rehabilitation is central to our Downtown revitalization strategy.
- Of the 29 completed or active projects incentivized over the last ten years, five historic renovations have been completed and one (the Kress Building) is in development.
- Completed or planned renovations include redevelopment of the Plaza Hotel, Paso del Norte Hotel, Bassett Tower, Martin Building, Stanton House, and Kress Building.
- Together those historic renovations represent more than \$206 million in Downtown reinvestment. That number increases to \$224 million with the addition of the Texas Tower project.
- With Texas Tower, these projects result in the addition of five new hotels and more than 720 guest rooms to our Downtown area.







Current Conditions : Texas Tower at 109 N Oregon St



Exterior at North Oregon Street



Exterior at Alley south of the Plaza Hotel



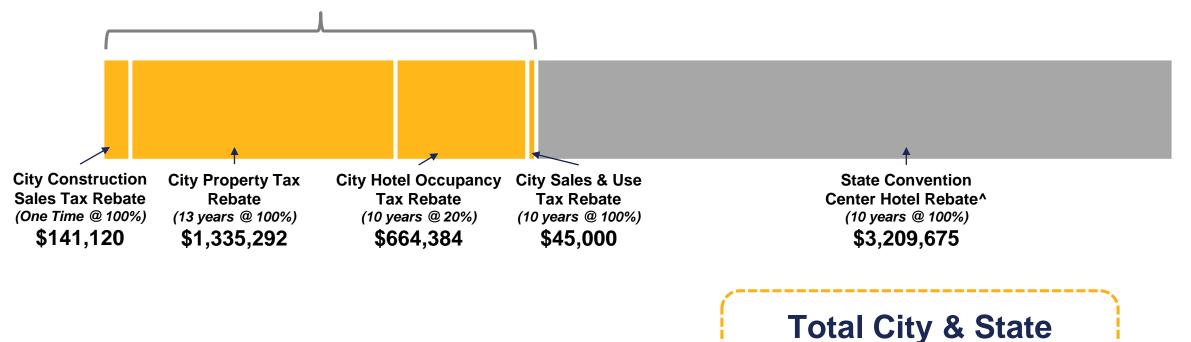
Façade from Pioneer Plaza



Proposed Incentive : City and State Incentive Breakdown



Total City Incentive* = \$2,185,796

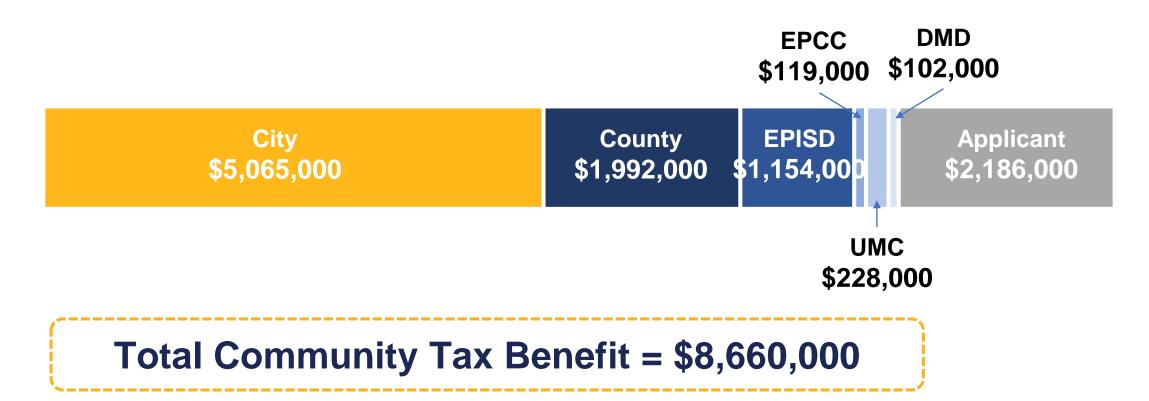


Incentive = \$5,395,471



*Development & Permitting Fees will additionally be waived and are not included in this cap ^State Convention Center Hotel Rebate includes rebate on State portion of the Hotel Occupancy Tax and Sales and Use Tax for sales completed at the Hotel

Community Tax Benefit : New Revenue Over 13-Year Agreement Term*

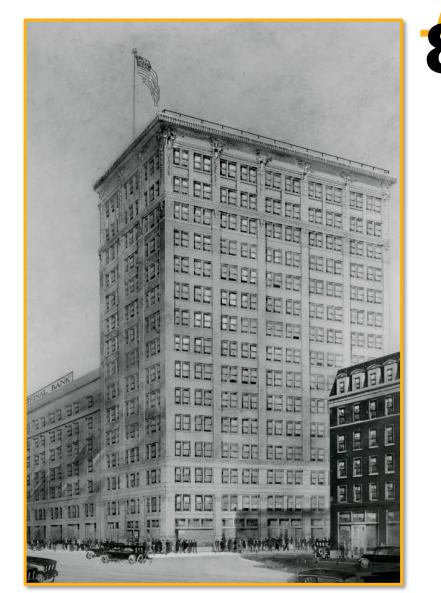




*Models new property and hotel occupancy tax revenue only; new sales an use tax revenue is not modeled. Additionally, assumes property is appraised at minimum contractual value of \$5.455 million.

Project Re-Cap: Community Benefits

- Increases guest rooms available in the downtown area, increasing ability to compete for convention events.
- Contributes to the preservation of Downtown's historic character.
- Results in net-positive tax revenue for the City and other community taxing entities.
- Supports the use of surrounding downtown facilities, including San Jacinto Plaza, Convention Center Facilities, and parking garages.
- Brings online an otherwise underutilized building.
- **Diversifies hotel market** in Downtown El Paso.





Council Requested Action

Authorize the City Manager to sign a **Chapter 380 Economic Development Agreement** and **Long-Term Lease** for the redevelopment, rehabilitation, and improvement of **Texas Tower**.

 To qualify for participation in the State Convention Center Program, the City must own the land on which the Hotel is located; and the Hotel must be within 1,000 feet of Convention Center Facilities. The 380 Agreement and Long-Term Lease ensure this project meets both requirements.



FACADE ALONG N. OREGON ST.





Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

☆ Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 22-606, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign a long-term lease by and between the CITY OF EL PASO, TEXAS ("Lessor") and 1 TEXAS TOWER, LLC ("Lessee") to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at 109 North Oregon Street, El Paso, Texas 79901.

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Elizabeth Triggs, 915-212-0094

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

Discussion and action on a resolution that the City Manager be authorized to sign a long-term lease by and between the **CITY OF ELPASO**, **TEXAS** ("Lessor") and **1 TEXAS TOWER**, **LLC** ("Lessee") to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at **109 North Oregon Street**, **El Paso**, **Texas 79901**.

BACKGROUND / DISCUSSION:

This long-term lease agreement facilitates the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at 109 North Oregon Street, El Paso, Texas 79901. This is a companion item to a Chapter 380 Economic Development Program Agreement between the City, the Lessee, and Hotel Dulcinea, LLC. Under that Agreement, the City commits to applying for participation in the State Convention Center Hotel Program, established under Chapter 351 of the Texas Tax Code. The program allows the City to leverage State dollars with local dollars to complete projects that increase the number of hotel rooms necessary to attract conventions and visitor spending. As a prerequisite to the participation, the City must own the property on which the hotel project is being built. This 40-year lease enables the City to lease the ground to the lessee and developer of the hotel project.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>

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

DEPARTMENT HEAD:

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

RESOLUTION

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

That the City Manager be authorized to sign a long-term lease by and between the **CITY OF EL PASO** ("Lessor") and **1 TEXAS TOWER, LLC** ("Lessee") to support and facilitate the development of a hotel, which includes the redevelopment, rehabilitation and improvement of the downtown building commonly known as the Texas Tower, located at **109 North Oregon Street, El Paso, Texas 79901**.

APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM: Juan S. Gonzalez

Senior Assistant City Attorney

APPROVED AS TO CONTENT

Elizabeth K. Triggs, Director Economic & International Development

GROUND LEASE

CITY OF EL PASO, TEXAS

Landlord

1 TEXAS TOWER, LLC

Tenant

, 2022 Effective Date

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GROUND LEASE

THIS LEASE AGREEMENT ("Lease") is entered into this _____ day of _____, 20____ by and between the **City of El Paso** ("Landlord") and **1 Texas Tower, LLC**, a Texas limited liability company ("Tenant").

WHEREAS, Landlord owns and operates the El Paso Convention Center, located in the County of El Paso, State of Texas;

WHEREAS, Landlord owns the real property more particularly described in Section 1.01 below; and

WHEREAS, Tenant proposes to lease on a net basis from Landlord the Premises and to avail itself of certain privileges, rights and uses pertaining thereto under a lease; and

WHEREAS, Tenant has indicated a willingness and ability to properly keep, maintain and improve said Premises in accordance with standards established by Landlord;

NOW THEREFORE, Landlord and Tenant agree as follows:

ARTICLE I - PREMISES

1.01 <u>Description of Premises Demised</u>. Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Landlord does hereby demise and lease to Tenant and Tenant does hereby lease from Landlord the following described real property located in El Paso County, Texas:

6 Mills 54 feet on Oregon X 120 Feet on Sheldon NEC, City of El Paso, El Paso County, Texas.

Said parcel of land contains approximately 0.15 acres (6,480 Sq. Ft.) of land.

ARTICLE II - TERM OF LEASEHOLD

2.01 <u>Term</u>. This Lease shall be for a term of Fifty (50) years, commencing on the Effective Date as noted on the Title Page of this Lease ("Initial Term").

2.02 <u>Holding Over</u>. Any holding over by Tenant of the Premises at the expiration, termination or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of the current monthly rent, and Tenant shall be liable to Landlord for all loss or damage on account of any holding over against Landlord's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Landlord from Tenant after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Landlord's consent is

required or operate as a waiver of any right of the Landlord to retake and resume possession of the Premises.

2.03 [INTENTIONALLY DELETED]

ARTICLE III - RENT

3.01 <u>**Rent.**</u> Tenant shall pay Landlord rent at the rate of \$1,000.00 per year during the primary term hereof. All rentals to be paid by Tenant to Landlord shall be in lawful money of the United States of America and at such place or places as may be designated from time to time by Landlord. Tenant's obligation to pay rent under this Lease is an independent covenant and no act or circumstance, regardless of whether such act or circumstance constitutes a breach of this Lease by Landlord, shall release Tenant of its obligation to pay rent as required by this Lease.

3.02 <u>Commencement of Rent</u>. Payment of Rent by Tenant to Landlord shall commence as of the Effective Date.

3.03 [INTENTIONALLY DELETED]

3.04 [INTENTIONALLY DELETED]

3.05 <u>**Time of Payment.**</u> The Rent shall be paid annually. The Rent payments shall be paid in advance on or before the first day of the annual anniversary of the Effective Date of this Lease. The initial Rent payment will be paid within 5 days of the Effective Date of this Lease.

3.06 <u>Unpaid Rent, Fees and Charges</u>. Any installment of rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Landlord by the 20th day of the month in which payment is due, shall be deducted from any payments to Tenant from the City of El Paso as contemplated by any Incentive Agreements associated with the development located on Premises.

3.07 <u>Place of Payment</u>. All rent payments provided herein shall be paid to Landlord at the following address:

Office of the Comptroller City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890

In lieu of payments being mailed to the above address, electronic payments may be made via any electronic payment system acceptable to Landlord.

ARTICLE IV - PRIVILEGES

4.01 <u>Right to Construct</u>. Tenant shall have the right and privilege to construct, maintain, remodel, and remove improvements upon the Premises subject to the terms, covenants, and

conditions herein contained. Landlord and Tenant recognize and agree that there is are existing improvements located on the Premises of which Tenant has had possession and title for a number of months pursuant to the predecessor to this Lease.

4.02 <u>Restriction of Privileges, Uses and Rights</u>. The rights and privileges granted Tenant hereunder are subject and expressly limited to the terms and conditions of that certain 380 Economic Development Program Agreement by and between Tenant and Landlord attached hereto as Exhibit "A", and fully incorporated herein by reference (the "Incentive Agreement").

4.03 <u>Conditions of Granting Lease.</u> The granting of this Lease and its acceptance by Tenant is conditioned upon the following covenant:

- A. That no functional alteration of the Premises used for the Hotel or functional change in the uses of such Premises used for the Hotel, except as reflected in the Incentive Agreement, shall be made without the prior written consent of Landlord, which will not be unreasonably conditioned, withheld or delayed.
- B. Tenant will require its prime and/or general Contractor preforming any substantial remodeling work on the Premises in conjunction with the Incentive Agreement to obtain and maintain a payment bond during the development and construction of the hotel contemplated in the Incentive Agreement. Tenant will require that proof of same, once available, will be provided to Landlord and will have Landlord added to receive Notice of Default or Termination from the Surety issuing said bond. This requirement shall not create any contractual relation between the Landlord, the prime and/or general contractor, any sub-contractors working on the Premises.
- C. That the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable governmental rules, regulations and ordinances of Landlord now in force or hereafter prescribed or promulgated by charter authority or by law and which rules, regulations and/or ordinances apply equally to all property owned by the City of El Paso, so long as the after prescribed rules, regulations and/or ordinances do not affect the use of the Premises by Tenant.

ARTICLE V - OBLIGATIONS OF LANDLORD

5.01 <u>**Quiet Enjoyment.**</u> Landlord agrees that upon Tenant's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises. Landlord has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

ARTICLE VI - OBLIGATIONS OF TENANT

6.01 <u>Net Lease</u>. This Lease shall be without cost to Landlord except for Landlord's obligations specifically set forth in Article V above and elsewhere in this Lease Agreement. Tenant shall:

- A. Keep and maintain the Premises and improvements located thereon in a good repair at all times;
- B. Pay any and all taxes assessed against the Premises, improvements located on the Premises, Tenant's interest in the Premises and improvements, and all of Tenant's personal property located on the Premises; subject to Tenant's right to protest the valuation in accordance with state law and the Incentive Agreement attached to this lease as Exhibit A; and

6.02 <u>Condition of Premises</u>. Tenant accepts the Premises in their present condition and agrees that the Premises are suitable for Tenant's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Landlord has not made any warranties expressed or implied with regard to the condition of the Premises or improvements or their suitability for a particular use. Tenant accepts the Premises "As Is", with all faults, relying on Tenant's own inspection and judgment and not in reliance on any representations of Landlord. Landlord shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

6.03 <u>Compliance with Laws</u>. Tenant, at Tenant's expense, agrees that it will construct, remodel, operate and maintain improvements on the Premises in accordance with the Incentive Agreement and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, with respect to the use, occupation or alteration of the Premises and any improvements thereon.

Tenant, at Tenant's expense, specifically agrees to comply with existing Disabilities and Environmental laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities.

- A. Definitions.
 - (1) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
 - (2) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.
- B. <u>Compliance</u>.

(1) Tenant shall not cause or permit any Hazardous Materials in violation of applicable Environmental Laws; other than those used during the construction, use and operation of a Hotel, restaurant or other residential and business uses to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Tenant, its subtenants, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law.

TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, ITS SUCCESSORS AND ASSIGNS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ATTORNEYS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSE, PENALTIES AND LEGAL AND INVESTIGATION FEES OR COSTS. ARISING FROM OR RELATED TO ANY CLAIM OR ACTION FOR INJURY, LIABILITY, **BREACH OF WARRANTY OR REPRESENTATION, OR** DAMAGE TO PERSONS OR PROPERTY AND ANY AND ALL CLAIMS OR ACTIONS BROUGHT BY ANY PERSON, ENTITY **OR GOVERNMENTAL BODY.** ALLEGING OR ARISING IN CONNECTION WITH **CONTAMINATION ENVIRONMENTAL** OF. OR ADVERSE ENVIRONMENTAL EFFECTS ON. THE **ENVIRONMENT** OR VIOLATION OF ANY ENVIRONMENTAL LAW OR OTHER STATUTE, ORDINANCE, RULE, REGULATION, JUDGMENT OR ORDER OF ANY GOVERNMENT OR JUDICIAL ENTITY WHICH ARE INCURRED OR ASSESSED AS A **RESULT (WHETHER IN PART OR IN WHOLE) OF ANY** ACTIVITY OR OPERATION ON OR ENVIRONMENTAL DISCHARGE FROM THE PREMISES OR ANY **IMPROVEMENTS IN VIOLATION OF APPLICABLE** ENVIRONMENTAL LAWS THEREON CAUSED BY THE ACT OR OMISSION OF TENANT, IT SUBTENANTS, AGENTS, EMPLOYEES, CONTRACTORS, LICENSEES **OR INVITEES. THIS OBLIGATION INCLUDES, BUT IS** NOT LIMITED TO, ALL COSTS AND EXPENSES RELATED CLEANING UP TO THE PREMISES. **IMPROVEMENTS, LAND, SOIL, UNDERGROUND OR** SURFACE WATER TO THE EXTENT REQUIRED

ENVIRONMENTAL UNDER LAWS. **TENANT'S OBLIGATIONS** AND LIABILITIES UNDER THIS PARAGRAPH SHALL CONTINUE SO LONG AS ANY LANDLORD BEARS LIABILITY OR **RESPONSIBILITY UNDER THE ENVIRONMENTAL** LAWS FOR ANY ACTION THAT OCCURRED ON THE PREMISES OR ANY IMPROVEMENTS THEREON. THIS INDEMNIFICATION OF LANDLORD BY TENANT **INCLUDES**, WITHOUT LIMITATION, COSTS **INCURRED** IN **CONNECTION** WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY **CLEANUP, REMEDIAL, REMOVAL OR RESTORATION** WORK TO THE EXTENT REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION HAVING AUTHORITY TO ENFORCE ENVIRONMENTAL LAWS **BECAUSE OF HAZARDOUS MATERIAL LOCATED ON** THE PREMISES OR ANY IMPROVEMENTS THEREON, OR PRESENT IN THE SOIL OR GROUND WATER ON. UNDER OR ABOUT THE PREMISES. THE PARTIES AGREE THAT LANDLORD'S RIGHT TO ENFORCE TENANT'S PROMISE TO INDEMNIFY IS NOT AN ADEOUATE REMEDY AT LAW FOR TENANT'S VIOLATION OF ANY PROVISION OF THIS SECTION. LANDLORD SHALL ALSO HAVE ALL OTHER RIGHTS AND REMEDIES PROVIDED BY LAW OR OTHERWISE **PROVIDED IN THIS LEASE.**

(2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Tenant results in any permanent contamination of the Premises or any improvements thereon, or any surrounding property in violation of Environmental Laws, Tenant shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon or the surrounding property; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon or the surrounding property.

- (3) Tenant shall, at Tenant's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Tenant shall, at Tenant's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Landlord, Tenant shall promptly provide all information requested by Landlord to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination of the Premises or the improvements thereon or the surrounding property.
- (4) Tenant shall notify Landlord within five (5) working days after Tenant becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Tenant's operation on the Premises, and (b) any change in Tenant's operation on the Premises that will change Tenant's or Landlord's obligations or liabilities under the Environmental Laws.
- C. <u>Reporting</u>.
 - (1) At any time that Tenant submits any filing or response pertaining to its property, operations, or presence on the Premises with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the EPA or the TCEQ, or any successor agencies, Tenant shall provide duplicate copies to Landlord of such filing(s) or response(s) with any related documents at the time same are made.

6.04 [INTENTIONALLY DELETED]

6.05 <u>Landlord's Approval of Plans</u>. Landlord's approval of any plans, specifications and working drawings for Tenant's construction or alterations of improvements or any plans, specifications and working drawings for Tenant's removal of improvements shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities.

6.06 <u>**Landscaping and Maintenance of Improvements.** Tenant shall keep the improvements on the Premises in a good state of repair and condition and in a presentable condition which adhere to the applicable municipal rules.</u>

6.07 <u>Utilities</u>. Tenant shall pay for all costs or charges for utility services furnished to Tenant

during the term hereof. Tenant shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

6.08 <u>**Trash, Garbage, and Other Refuse.**</u> Tenant shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Premises, of all trash, garbage and other refuse caused as a result of its use and occupancy of the Premises. Tenant shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse if reasonably possible, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner.

6.09 <u>**Permitted Uses.**</u> Tenant or Hotel Dulcinea, LLC or their successors and/or assigns will operate a Convention Center Hotel on the Premises, allow third parties to operate restaurants, bars and other retail, business and residential uses on the Premises.

6.10 Penalties Assessed by State or Federal Agencies. Tenant understands and agrees that in the event any state or federal agency assesses a civil penalty against Landlord for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Tenant, its subtenants, agents, employees contractors, licensees or invitees, Tenant shall reimburse Landlord in the amount of the civil penalty assessed. Failure to reimburse Landlord within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

ARTICLE VII - INSURANCE AND INDEMNIFICATION

7.01 <u>Insurance</u>. Prior to the execution of this Agreement, Tenant shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below:

Comprehensive General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence, and

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence,

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

7.02 <u>Additional Insured</u>. Landlord shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without at least thirty (30) calendar days prior written notice to the Landlord

or at least ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

7.03 Fire and Other Risks Insurance. Tenant, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value").

7.04 [INTENTIONALLY DELETED]

7.05 <u>Authorized Insurance and Surety Companies</u>. All required policies of insurance and bonds shall be written by insurance and surety companies with an A.M. Best rating of A- or higher. Certificates of insurance shall be delivered to Landlord at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

- A. a statement of the coverage provided by the policy;
- B. a statement certifying the Landlord to be listed as an additional insured in the policy;
- C. a statement of the period during which the policy is in effect;
- D. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days' prior written notice to Landlord.

7.06 Indemnification. TENANT AGREES TO INDEMNIFY AND HOLD LANDLORD HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF TENANT'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF

TENANT OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF TENANT, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LANDLORD BY REASON OF ANY SUCH CLAIM, TENANT, UPON NOTICE FROM LANDLORD, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL REASONABLY ACCEPTABLE TO LANDLORD.

ARTICLE VIII - DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

8.01 <u>**Obligations of Tenant.**</u> During the term hereof, except as provided in Section 8.03 below, should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty, Tenant shall give prompt notice thereof to Landlord, and Tenant, upon Tenant's receipt of the insurance proceeds, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Tenant as aforesaid and subject to and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Tenant shall deliver to Landlord, for notation, a set of the preliminary construction plans and specifications. In the event the preliminary plans and specifications are substantially different from the original development plans, Tenant will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto. Absent agreement on theses construction plans, Landlord may immediately upon written notice to Tenant, exercise its Put option. The City of El Paso will cease any incentive payments associated with the City ownership of the premises immediately. However, the put option cost to the Tenant shall be the pro rata rent amount due.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Tenant shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Tenant shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Tenant shall deliver to Landlord one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications if such changes are reasonably inferable

therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.

C. [INTENTIONALLY DELETED]

- D. Upon compliance with the foregoing, Tenant's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Tenant. After actual receipt of such insurance proceeds, Tenant shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.
- E. Upon completion of the construction, Tenant shall deliver to Landlord, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises, all to be in hard-copy form and in electronic form.

8.02 <u>Insurance Proceeds</u>. Upon receipt by Tenant of the proceeds (or Landlord, if Landlord has received the insurance proceeds) of the insurance policy or policies, Tenant (or Landlord, as applicable) shall promptly deposit same in an escrow account to pay for the cost of such repair, replacement or rebuilding. Such proceeds shall be disbursed by Tenant during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Tenant shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Tenant.

8.03 [INTENTIONALLY DELETED]

ARTICLE IX – OPTION TO PURCHASE/PUT

9.01 <u>Tenant's Option to Purchase</u>.

A. <u>Grant of Option</u>. Landlord grants to Tenant a purchase option (the "Option"), pursuant to and subject to the conditions of this Article IX, to purchase the Leased Premises (excluding all the Improvements thereon, which are owned by Tenant), from Landlord for the agreed upon amount of \$100.00 ("Purchase Price") for the Leased Premises.

B. <u>Exercise of Option</u>.

(1) Tenant shall have the right to exercise the Purchase Option upon the Hotel's opening and expiring one (1) year thereafter (the "Option Period"). Tenant shall give notice of the exercise of the Option one (1) year prior to the expiration of the Option Period; provided, however, if Tenant fails to exercise the Option within such time period, Landlord shall deliver written notice to Tenant requesting, in conspicuous type, that Tenant notify Landlord whether Tenant will exercise the

Option set forth in this Section 9.01. Tenant will have Fifteen (15) days after receipt of Landlord's notice to exercise the Option, even if such Fifteen (15) day period extends beyond the Option Period.

(2) Subsequent to the provisions in Article 9.01 B. (1), tenant may exercise the Purchase Option at any time, subject to the conditions in Article IX.

(3) If Tenant has exercised the Purchase Option, Tenant shall purchase the Leased Premises within 180 days after the date of the expiration of the Option Period, and shall pay the Purchase Price, as defined in paragraph (a) of this Section 9.01, subject to Section 9.04 below.

C. <u>Participation in State Convention Center Hotel Program</u>.

(1) Tenant's exercise of the Purchase Option contemplated in Section 9.01, paragraph A shall immediately terminate any incentive payments associated only with the Development's participation in the State Convention Center Hotel Program, as contemplated in the Incentive Agreement attached to this Lease as Exhibit A;

Landlord's Put Option. Landlord's Put Option. Tenant hereby grants to Landlord 9.02 an option to put the Leased Premises to Tenant (the "Put Option") during the Option Period if Tenant is unable to qualify for incentive payments associated with the Development's participation in the State Convention Center Hotel Program, as contemplated in the Incentive Agreement attached to this Lease as Exhibit A, for the Purchase Price as provided in Section 9.01(a) hereof, and Tenant shall be obligated to accept such conveyance within One Hundred Eighty (180) days after Landlord provides notice to Tenant. To exercise the Put Option, Tenant must not qualify for incentive payments associated with the Development's participation in the State Convention Center Hotel Program and after such final determination has been made, Landlord must give notice of its exercise within one hundred eighty (180) days prior to the expiration of the Option Period; provided, however, if Landlord fails to exercise the Put Option within such time period, Tenant shall deliver written notice to Landlord requesting, in conspicuous type, that Landlord notify Tenant whether Landlord will exercise the Put Option set forth in this Section 9.02. Landlord will have One Hundred Eighty (180) days following receipt of Tenant's notice to exercise the Put Option, even if such One Hundred Eighty (180) day period extends beyond the Option Period.

A. <u>Participation in State Convention Center Hotel Program</u>.

(1) If Tenant is unable to qualify for incentive payments associated with the Development's participation in the State Convention Center Hotel Program, as contemplated in the Incentive Agreement attached to this Lease as Exhibit A; Landlord will immediately be able to Exercise the Put Option contemplated in Section 9.02.

B. <u>Default</u>.

(1) Any unresolved Default will allow Landlord to immediately cancel this Lease and exercise the Put Option in accordance with the terms of Article IX.

9.03 <u>Tenant's Termination Right</u>. Tenant shall have the right, at any time, in its sole discretion to terminate this Lease by providing Landlord a thirty (30) day written notice of the termination of this Lease. Upon such termination, Tenant will tender the Purchase Price in accordance with Section 9.04 hereunder.

9.04 Terms and Conditions of Purchase/Put. In the event that the Leased Premises are to be acquired by Tenant pursuant to Tenant's exercise of the Option or Landlord's exercise of the Put Option or Tenant's termination of this Lease pursuant to Section 9.03: (a) the closing of such acquisition shall occur in such place as Landlord and Tenant mutually determine; (b) the closing shall occur on a date designated by Tenant (by at least thirty (30) days' advance written notice to Landlord) not later than ninety (90) days after the termination of the Option Period or the date Tenant's written notice to Landlord terminates this Lease as provided in Section 9.03 (the "Acquisition Closing Date"); (c) the purchase price, as defined and determined in accordance with Section 9.01(A) shall be paid in cash; (d) Landlord and Tenant shall terminate this Lease and file a memorandum of termination in the Deed Records of El Paso County; (e) Landlord shall execute and deliver such other documentation including, a Special Warranty Deed and Bill of Sale from Landlord to Tenant, as shall be necessary to vest title to the to the Leased Premises and all appurtenances owned by Landlord in Tenant; and (f) all expenses of closing, including but not limited to any title policy premiums, survey costs, and recording fees (but excluding attorneys' fees, which shall be borne by the party incurring such fees), shall be borne solely by Tenant.

9.05 <u>Continuation of Incentives</u>. Nothing herein shall affect the right of the tenant to continue to receive all other incentives as contemplated in the Incentive Agreement, attached hereto as Exhibit A, except for the incentives under the State Convention Center Hotel Program.

ARTICLE X - ENCUMBRANCES

10.01 <u>Encumbrance</u>. As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiaries under deeds of trust, whether one or more. Tenant may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage; if so, Tenant shall promptly notify Landlord in writing. The Mortgagee of any such Mortgage may deliver to Landlord a written notice specifying:

- A. The amount of the obligation secured by the Mortgage,
- B. The date of the maturity or maturities thereof; and
- C. The name and mailing address of the Mortgagee.

After receipt of such notice, Landlord shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Landlord upon Tenant under the terms and provisions of this Lease so long as such Mortgage is in effect.

10.02 <u>Mortgagee's Rights</u>. Upon receipt of a notice or demand in accordance with Section 10.01 above, Mortgagee shall, and if required in accordance with any such Tri Party Agreement that may have been entered into between the Landlord, Tenant and Mortgagee, have Ninety (90) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within ninety (90) days, to commence performance within such ninety (90) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.
- E. No notice of a default by Tenant hereunder given by Landlord shall be effective against a Mortgagee that has provided Landlord the information specified in Section 10.01 of this Lease unless Landlord has given a copy of it to such Mortgagee.
- F. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Tenant under this Lease.
- G. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Landlord's knowledge Tenant is not in default, and the date through which rent has been paid.
- H. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Tenant, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.
- I. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Landlord shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.
- J. Exercise all rights under Article 9.

10.03 <u>**Rights on Foreclosure.**</u> In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Tenant's interest in lieu of foreclosure shall succeed to all of Tenant's rights, interests, duties and obligations under this Lease.

10.04 <u>Estoppel Certificates</u>. Upon request, Landlord, acting through the Director of Economic and International Development, shall within thirty (30) days after written request, provide to Tenant or Tenant's Mortgagee an estoppel certificate containing the following information and no more: confirmation that Landlord remains owner of the Premises and lessor under this Lease; that this lease contains the full agreement between Landlord and Tenant with regard to the Premises; that Tenant is current in its obligations under this Lease as of a certain date; that, to the best knowledge of Landlord, Tenant is not in default under the terms of the Lease nor is Landlord aware of any condition which with notice or the passage of time would constitute default under this Lease if uncured; and the beginning date, expiration date, and length of term under this Lease.

ARTICLE XI - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

11.01 Expiration. This Lease shall expire at the end of the term or any extension thereof or upon the exercise of the terms and conditions set forth in Article IX above.

11.02 <u>Cancellation</u>. Subject to the provisions of Article IX above, the following shall be events of default and this Lease shall be subject to cancellation by Landlord and in which Tenant shall have its rights under Section 9.03 to terminate this Lease, in the event Tenant shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Landlord has notified Tenant in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Tenant's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;
- E. Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Tenant, and such violation or default continues for a period of ninety (90) days after receipt of written notice from Landlord to cure such default, unless during such ninety-day period, Tenant shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings;

- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Tenant where such receivership is not vacated within ninety (90) days after the appointment of such receiver; or
- H. After applicable cure periods, be in default of any Incentive Agreements associated with the Hotel Dulcinea, LLC development.

In any of the aforesaid events, Landlord may immediately exercise the Put Option contemplated in Section 9.02, and Tenant may exercise its rights under Section 9.01 or to terminate this Lease pursuant to Section 9.03.

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

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

11.03 [INTENTIONALLY DELETED]

11.04 <u>Assignment and Transfer</u>. Tenant shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed; provided, however, that Landlord's approval shall not be required in the event of an assignment of this Lease by Tenant to the first leasehold Mortgagee or to a related party to Tenant or an affiant of the Tenant. Tenant shall provide Landlord with advance notice of any proposed assignment.

Any person or entity to which this Lease is assigned to pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

11.05 <u>Subleasing</u>. Tenant shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the effective date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Tenant shall be responsible for the observance by its subtenants of the terms and covenants contained in this Lease.

It is the intention of Tenant that Hotel Dulcinea, LLC will sublease floors 2 through 14 of the building from Tenant subject to the provisions of this Section 11 and the existing lease(s) with Café Central, the current ground floor tenant, and Tenant may also sublease a portion of the building for residential use.

11.06 <u>**Rights Upon Expiration.**</u> At the expiration of this Lease, Landlord may, at its option, immediately exercise the Put Option in accordance with Article IX of this Lease, and Tenant may exercise its rights under Section 9.03 of this Lease.

11.07 [INTENTIONALLY DELETED]

ARTICLE XII - CONDEMNATION

12.01 <u>Definitions</u>. The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.
- B. "Total Taking" means the taking of the fee title to all of the Premises and improvements thereon.
- C. "Substantial Taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - 1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Tenant;
 - 2. The conduct of Tenant's business on the Premises would be substantially prevented or impaired;
 - 3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Tenant under this Lease.
- D. "Partial Taking" means the taking of a fee title that is not either a total or substantial taking.

- E. "Improvements" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.
- G. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. "Date of Taking" means the date that Tenant is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

12.02 <u>Notice of Condemnation</u>. The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

- A. Notice of Intended Taking;
- B. Service of any legal process relating to condemnation of the Premises or improvements; or
- C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

12.03 <u>**Process.**</u> Upon receipt of Notice of Condemnation, Landlord will immediately exercise the Put Option according to the provisions of Article IX and Tenant may exercise its rights under Section 9.03 of this Lease.

ARTICLE XIII - GENERAL PROVISIONS

13.01 <u>Incentive Agreement</u>. This Lease agreement is made in conjunction with the terms, covenants and conditions contained in the Incentive Agreements entered by the City of El Paso, Tenant and and Hotel Dulcinea, LLC, and attached hereto as Exhibit A. If this lease conflicts with the provisions of Incentive Agreement benefitting the development located on the Premises, the Incentive Agreement shall control. Notwithstanding the provisions of Section 13.01, the provisions of Article IX shall not be affected in any way.

13.02 <u>Time is of the Essence</u>. Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

13.03 <u>Notices</u>. All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LANDLORD:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
TENANT:	1 Texas Tower, LLC 109 North Oregon, Suite 1300 El Paso, Texas 79901
MORTGAGEE:	[MORTGAGEE] [ADDRESS] [CITY/STATE/ZIP]
Сору То:	James Scherr 109 North Oregon El Paso, Texas 79901

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

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

13.05 <u>Agreement Made in Texas</u>. The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Lease. Venue shall be in the courts in El Paso County, Texas.

13.06 <u>Nondiscrimination Covenant</u>. To the extent required by Federal, State and Local law of a tenant on city property, and only to that extent, Tenant, for himself, his heirs, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

A. Tenant shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to such state and federal regulations regarding nondiscrimination as said Regulations may be amended.

- B. That no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.
- C. That in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.
- D. That Tenant shall use the Premises in compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. Tenant 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.
- E. Economic Discrimination. To the extent that, under this Lease, Tenant furnishes goods or services to the public at Tenant's development, Tenant agrees that it shall, adhere to relevant Federal, State and Municipal law regulating the hotel's operation:
 - 1. Tenant's furnishing each and every good and service on a fair, reasonable, and not unjustly discriminatory basis to all users of Tenant's Development, and
 - 2. Tenant's charging fair, reasonable and not unjustly discriminatory prices for each unit or service, provided that Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers as otherwise permitted under the law.

13.07 <u>Cumulative Rights and Remedies</u>. All rights and remedies of Landlord here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Landlord of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

13.08 <u>Interpretation</u>. Landlord and Tenant agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

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

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

13.10 <u>**Paragraph Headings.**</u> The Table of Contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

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

13.12 <u>Successors and Assigns</u>. All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their successors, assigns, legal representatives, heirs, executors and administrators. Tenant shall cause any assignee to execute an agreement whereby the assignee expressly agrees to be bound by all terms and conditions hereof.

13.13 <u>**Taxes and Other Charges.**</u> Tenant shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Tenant or Landlord, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Tenant's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. By September 1 of each year of this Lease and at no charge to Landlord, within fifteen (15) days after Landlord's written request, Tenant will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full, subject to the right of the Tenant's Mortgagee and the securing of the documents to be provide by the Mortgagee, with prior notice to Landlord.

Landlord is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Tenant's use of the property or possession of the Premises.

Tenant in good faith may contest any tax or governmental charge, subject to the provisions in the Incentive Agreement attached hereto as Exhibit A and provided that Tenant may not permit such tax or governmental charge to remain unpaid during the period of such contest, subject to state law, and any appeal therefrom.

13.14 <u>Waiver of Warranty of Suitability</u>. LANDLORD DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. TENANT ACKNOWLEDGES THAT TENANT HAS BEEN IN POSSESSION OF THE PREMISES FOR AT LEAST SIX (6) MONTHS, THAT TENANT IS FULLY AND COMPLETELY FAMILIAR WITH THE PREMISES AND TENANT LEASES THE PREMISES "AS IS – WHERE IS"

AND LANDLORD DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO TENANT'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LANDLORD BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF TENANT.

13.15 <u>Survival of Certain Provisions</u>. All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 6.03 and 7.06.

13.16 <u>Restrictions and Reservations</u>. This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Tenant reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and landlord consents to and will diligently and promptly execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Landlord's interest in the Premises.

Landlord reserves for itself and any authorized agent to, at any reasonable time and with fifteen (15) working days' prior written notice (including notice via electronic mail), enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with Municipal, State, Federal, and Environmental Laws. Landlord shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

13.17 <u>Authorization to Enter Lease</u>. Each of the persons executing this Lease on behalf of Tenant and Landlord warrants to the other Party that they are a duly authorized and existing corporation or legal entity, that each Party is qualified to do business in the State of Texas, that each Party has full right and authority to enter into this Lease, and that each and every person signing on behalf of each Party is authorized to do so. Upon a Party's request, the other Party will provide evidence satisfactory to the requesting Party confirming these representations.

13.18 <u>Effective Date/Memorandum.</u> Regardless of the date signed, this Lease shall be effective as of the date indicated on the Title Page of this Lease. Simultaneously with the full execution and delivery of this Lease, Landlord and Tenant may execute and acknowledge a memorandum of this Lease in form and substance reasonably acceptable to Landlord and Tenant. Tenant shall provide to Landlord a copy of any memorandum filed of record in the Real Property records for El Paso County, Texas.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____day of _____day of _____.

LANDLORD: CITY OF EL PASO

Tomás González City Manager

ATTEST:

Laura Prine City Clerk

APPROVED AS TO FORM: Suan S. Gonzalez

Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs, Director Economic and International Development

ACKNOWLEDGMENT AS)

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 20__, by Tomás González as City Manager for the City of El Paso, Texas (Landlord).

My Commission Expires:

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ATTEST:

TENANT: 1 Texas Tower, LLC,

a Texas limited liability company By its Manager TBC Property Management, LLC, a Texas limited liability company

JAMES F. Scherr

Print Name:

By: JAMes F. Sc HEER Printed Name: JAMes F. Sc HEER Pitle: Autas Rized reposed with

ACKNOWLEDGMENT

THE STATE OF <u>7EXAS</u>) COUNTY OF <u>EZ PAR</u>)

This instrument was acknowledged before me this $\frac{19}{12}$ day of $\frac{M44}{2022}$, by James F. Scherr as <u>Manager</u> of TBC Property Management, LLC, aTexas limited liability company, the Manager of 1 Texas Tower, LLC, a Texas limited liability company.

Notary Public, State of TEXAS

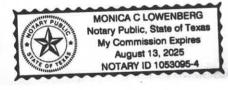


EXHIBIT "A"

Incentive Agreement



Items 31 and 32

Texas Tower Redevelopment

Chapter 380 Economic Development Program Agreement & Long-Term Lease



Goal 1: Create an Environment Conducive to Strong Sustainable Economic Development 648

Project Summary : Proposed Renovation of Texas Tower

Subject Property: Texas Tower

Property Address: 109 North Oregon St.

Applicants: 1 Texas Tower, LLC & Hotel Dulcinea, LLC

Minimum Investment: \$18,000,000

- Renovation and conversion to a 3-star, 120 room hotel
- Retail and restaurant space on ground floor
- Secures 1,200+ rooms needed for convention attraction
- Leverages state dollars through the State Convention Center Hotel Program; however, participation in the program is not gauranteed
- Preserves the façade of a property listed on the National Register of Historic Places



FACADE ALONG N. OREGON ST. SCALE: 3/32" = 1'4"

Project Location & Surrounding City Investments

Children's Museum

Texas Tower





San Jacinto Plaza



Martin Building



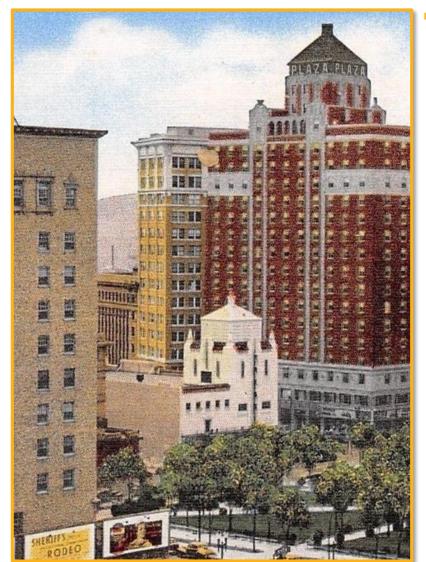
Plaza Hotel





Downtown Revitalization : Emphasis on Historic Preservation

- Historic preservation and rehabilitation is central to our Downtown revitalization strategy.
- Of the 29 completed or active projects incentivized over the last ten years, five historic renovations have been completed and one (the Kress Building) is in development.
- Completed or planned renovations include redevelopment of the Plaza Hotel, Paso del Norte Hotel, Bassett Tower, Martin Building, Stanton House, and Kress Building.
- Together those historic renovations represent more than \$206 million in Downtown reinvestment. That number increases to \$224 million with the addition of the Texas Tower project.
- With Texas Tower, these projects result in the addition of five new hotels and more than 720 guest rooms to our Downtown area.







Current Conditions : Texas Tower at 109 N Oregon St



Exterior at North Oregon Street



Exterior at Alley south of the Plaza Hotel



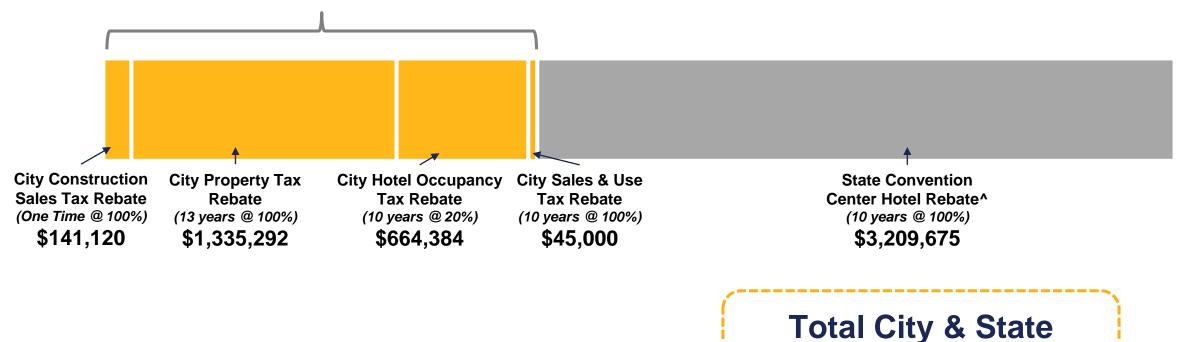
Façade from Pioneer Plaza



Proposed Incentive : City and State Incentive Breakdown



Total City Incentive* = \$2,185,796

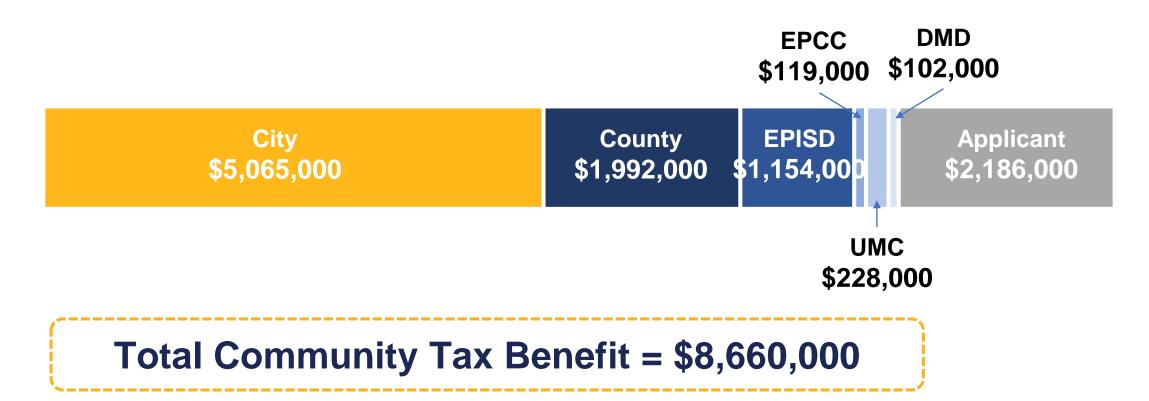


Incentive = \$5,395,471



*Development & Permitting Fees will additionally be waived and are not included in this cap ^State Convention Center Hotel Rebate includes rebate on State portion of the Hotel Occupancy Tax and Sales and Use Tax for sales completed at the Hotel

Community Tax Benefit : New Revenue Over 13-Year Agreement Term*





*Models new property and hotel occupancy tax revenue only; new sales an use tax revenue is not modeled. Additionally, assumes property is appraised at minimum contractual value of \$5.455 million.

Project Re-Cap: Community Benefits

- Increases guest rooms available in the downtown area, increasing ability to compete for convention events.
- Contributes to the preservation of Downtown's historic character.
- Results in net-positive tax revenue for the City and other community taxing entities.
- Supports the use of surrounding downtown facilities, including San Jacinto Plaza, Convention Center Facilities, and parking garages.
- Brings online an otherwise underutilized building.
- **Diversifies hotel market** in Downtown El Paso.





Council Requested Action

Authorize the City Manager to sign a **Chapter 380 Economic Development Agreement** and **Long-Term Lease** for the redevelopment, rehabilitation, and improvement of **Texas Tower**.

 To qualify for participation in the State Convention Center Program, the City must own the land on which the Hotel is located; and the Hotel must be within 1,000 feet of Convention Center Facilities. The 380 Agreement and Long-Term Lease ensure this project meets both requirements.



FACADE ALONG N. OREGON ST.





Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

☆ Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 22-605, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

Economic and International Development, Kelly Kotlik, (915) 212-1616 Economic and International Development, Elizabeth Triggs, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City Of El Paso ("City") and Parradame Family Partnership LP ("Applicant") in support of the rehabilitation of a 100-year-old mixed-use building located in Downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$481,000. Over the term of the Agreement the City will provide performance-based incentives in an aggregate amount not to exceed \$47,665.

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

AGENDA DATE: May 24, 2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Kelly Kotlik - 915-212-1616

Kelly Kotlik – 915-212-1616 Elizabeth Triggs, 915-212-1619

DISTRICT(S) AFFECTED: 8

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

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

SUBJECT:

Discussion and action on a resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City Of El Paso ("City") and Parradame Family Partnership LP ("Applicant") in support of the rehabilitation of a 100-year-old mixed-use building located in Downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$481,000. Over the term of the Agreement the City will provide performance-based incentives in an aggregate amount not to exceed \$47,665.

BACKGROUND / DISCUSSION:

Parradame Family Partnership, LP applied and qualified for a 15-year Transit Oriented Development incentive grant. The Applicant is proposing to invest a minimum of \$481,000 to rehabilitate a 100-year-old building with ground floor retail and second floor residential units. The project will increase the tax value of the property and support downtown revitalization efforts. Upon satisfying all contract metrics, the Applicant will eligible to receive the following incentive:

• Property Tax Rebate: A 15-year rebate of the City's portion of ad valorem incremental property taxes. Capped at \$33,860

• Construction Materials Sales Tax Rebate: A one-time rebate of the City's Portion (1%) of Sales Taxes levied on project-related construction materials. Capped at \$2,405

• Building Construction Fee Rebate: A one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the project. Capped at \$10,000

• Retail Sales and Use Tax Rebate: A 5-year rebate of the City's portion of Retail Sales and Use Taxes attributed to the development. Capped at \$1,400

The total proposed incentive is not to exceed \$47,665.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

General Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_YES ___NO

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

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

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between **CITY OF EL PASO** ("City") and **PARRADAME FAMILY PARTNERSHIP, LP** ("Applicant") in support of the rehabilitation of a 100-year-old mixed-use building located in the downtown El Paso. The Agreement requires the Applicant to make a minimum investment of \$481,000. Over the term of the Agreement the City will provide performance-based incentives in an aggregate amount not to exceed \$47,665.

APPROVED this _____ day of _____ 20 ___.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez

Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs, Director Economic & International Development

STATE OF TEXAS)CHAPTER 380 ECONOMIC DEVELOPMENT))PROGRAM AGREEMENTCOUNTY OF EL PASO)(Transit Oriented Development)

This CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT (this "Agreement") is made and entered into by and between the CITY OF EL PASO, TEXAS (hereinafter referred to as the "City"), a Texas home rule municipal corporation, and PARRADAME FAMILY PARTNERSHIP, LP (hereinafter referred to as the "Applicant"), a Texas Limited Partnership, for the purposes and considerations stated below:

WHEREAS, the Applicant desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (hereinafter referred to as "Chapter 380"); and

WHEREAS, on May 30, 2017, the El Paso City Council adopted the Transit Oriented Development Policy, as amended on April 2, 2019, authorizing the City to enter into Chapter 380 Agreements to encourage the growth and development of Transit Oriented Development.

WHEREAS, the City desires to provide, pursuant to Chapter 380, incentives to Applicant to construct a development of mixed-use property located at 621 S. Oregon Street, El Paso, Texas 79901, meeting the eligibility requirements of the Transit Oriented Development Incentive Policy with such Development being more specifically described on Exhibit A attached hereto (the "Development") which is within the designated incentive area as more specifically depicted on the Map attached hereto as Exhibit B (the "Incentive Area"); and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the public purpose of enhancing the value of the local tax base and foster and support economic growth and opportunity and to ensure new investments will market the area as a thriving place to work, live and visit, within the City of El Paso's downtown core; and

WHEREAS, the City has further determined that the Development will advance the City's revitalization strategy for the future growth and development of the downtown area, which is the economic heart of the City and directly and indirectly results in the creation of additional jobs in the City of El Paso and stimulates commercial activity in an underdeveloped area, the value of such benefits to the City outweighing the amount of Grant funds the City will provide to Applicant under this Agreement; and

WHEREAS, the Development will encourage increased economic development in the City of El Paso's historic downtown core, result in significant increases in the City's property tax revenues, sales tax revenues, and improve the City's ability to provide for the health, safety and welfare of the citizens of El Paso and creating an area with quality and thriving places to work, live and visit; and

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WHEREAS, the City has concluded and finds that this embodies the eligible program and promotes economic development in the City of El Paso and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further is in the best interests of the City and Applicant.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

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

- A. Agreement means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached to this Agreement.
- B. Applicant means Parradame Family Partnership, LP, a Texas Limited Partnership.
- C. **Base Year Value** means the value of the real and personal property on the rolls as of January 1st of the year in which this Agreement is executed. However, under no circumstances shall the Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purposes of this Agreement, the Base Year Value shall be \$146,162.00.
- D. **Building Construction Fee Rebate.** The words mean the one-time rebate of certain building construction fees and planning fees as identified in Ordinance No. 018581 paid for the Development and payable from the City's general revenue fund. The Building Construction Fee Rebate shall not exceed \$10,000.00 and will be rebated upon the Applicant's provision of the Grant Submittal Package to the City to demonstrate that the total construction cost for the Development is greater than the Base Year Value. Rebates do not apply to reinspection fees, expedited fees, or other penalties.
- E. City means the City of El Paso, Texas.
- F. **Comprehensive Plan** means the City of El Paso's Comprehensive Plan entitled "Plan El Paso" adopted by the El Paso City Council on March 6, 2012.
- G. **Construction Materials Sales Tax Rebate** means a one-time 100% rebate of the City's one percent (1%) Sales and Use Tax Receipts for materials and labor of taxable Items used in the construction of the Development. For the purposes of this Agreement, this rebate amount shall not exceed \$2,405.00.
- H. **Development** means new construction or rehabilitation of commercial properties or multifamily development within the incentive area that utilize design guidelines described in the Comprehensive Plan and meet the eligibility criteria of the Transit Oriented Development

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Incentive Policy incorporated herein for all purposes, with the Development being more specifically described by **Exhibit A**, which is attached hereto.

- I. **Effective Date** means the date upon which both parties have fully executed this Agreement as set forth on the signature page hereof.
- J. **Event of Default** has the meaning set forth in Section 5 of this Agreement.
- K. **Event of Nonappropriation** means the failure of the City to appropriate for any Fiscal Year, sufficient funds to pay the Grant payment, or the reduction of any previously appropriated money below the amount necessary to permit the City to pay the Grant payments from lawfully available funds.
- L. **Grant** means each annual payment to Applicant computed as the sum of the (i) Property Tax Rebate; (ii) Construction Materials Sales Tax Rebate; (iii) Retail Sales & Use Tax Rebate; and (iv) Building Construction Fee Rebate. The aggregate amount of grant payments shall not exceed \$47,665.00.
- M. Grant Submittal Package mean the documentation required to be supplied to City on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in Exhibit C, which is attached hereto and incorporated herein for all purposes.
- N. **Minimum Appraisal Value** mean the value of the real and personal property and improvement of the Development during and after the construction of the Development below which Applicant and its Affiliate(s) may not protest nor contest the appraised value of the Development with the El Paso Central Appraisal District during the term of this Agreement. Thereafter, under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determining market value. This value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development. Non-compliance under this Section will be considered an Event of Default and subject to the provisions under Sections 5 and 6. For the purposes of this Agreement, the Minimum Appraisal Value is \$336,000.00.
- O. **Minimum Investment** mean those costs incurred by Applicant or third parties in the construction, or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment amount will be Four Hundred Eighty-One Thousand Dollars and 00/100 (\$481,000.00).
- P. **Property** means approximately **0.07** acres of real property located at **621** S. Oregon Street, in El Paso, Texas, as reflected in **Exhibit** A.
- Q. **Property Tax Rebate** means a rebate, according to the property tax rebate schedule found in **Exhibit D**, of the City's portion of the incremental ad valorem property tax revenue generated

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by the Property above the Base Year Value. The base year used for the calculation of incentives will be the year of contract execution. For purposes of this Agreement, the total amount of Property Tax Rebate payments shall not exceed \$33,860.00.

- R. Retail Sales and Use Tax Rebate means a rebate, according to the Sales Rebate Table found in Exhibit D of this Agreement, of the City's one percent (1%) Sales and Use Tax Receipts generated by and attributable solely to Retailer sales of Taxable Items consummated at the Property located in the Development in the immediately prior calendar year and remitted from the State Comptroller to the City and payable from the City's general revenue fund. For the Purposes of this Agreement, the maximum value of this rebate is \$1,400.00.
- S. State Comptroller mean the office of the Texas Comptroller of Public Accounts.

SECTION 2. TERM AND GRANT PERIOD.

- A. Term. The term of this Agreement shall commence on the Effective Date (as hereinafter defined) and shall terminate on the first to occur: (i) the date when the Grant is fully paid; (ii) Seventeen (17) years from the Effective Date, (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein or (iv) termination by mutual consent of the parties in writing.
- B. Grant Period and Grant Payment Eligibility. The Grant Period for the Property Tax Rebate shall commence on the date the Applicant submits the initial Grant Submittal Package to the City. The initial Grant Submittal Package shall be submitted on or before May 24, 2024. Applicant's eligibility for Property Tax Rebate payments shall be limited to Fifteen (15) consecutive years (the "Grant Period"). The City shall review Applicant's eligibility for Grant Payments in accordance with Exhibit C and Exhibit E during the Grant Period. The Grant Period for the Retail Sales and Use Tax Rebate shall commence on January 1, 2025, and Applicant's eligibility for the Retail Sales and Use Tax Rebate shall be limited to 5 consecutive years from that date.

SECTION 3. OBLIGATIONS OF APPLICANT.

In consideration of City agreeing to pay the Grant in accordance with the terms, provisions and conditions of this Agreement, Applicant agrees to the following terms and conditions that must be fulfilled in order to receive the Grant:

A. **DEVELOPMENT.**

(1) Applicant agrees that the rehabilitation Development is a private commercial or multi-family use property that includes investment in construction located in the Incentive Area depicted on **Exhibit B** attached hereto.

(2) Applicant agrees to develop and construct, at its sole cost, the Development. Applicant must obtain the building permits for the Development within six (6) months from the Effective Date.

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(3) Applicant agrees that it shall meet the design guidelines outlined in the City's Transit Oriented Development Policy.

(4) Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.

(5) Applicant shall diligently pursue the completion of the Development in accordance with all applicable federal, state and local laws and regulations.

(6) Applicant agrees to expend or cause to be expended, at its sole cost and expense, a Minimum Investment of \$481,000.00 for redevelopment/rehabilitation of the Development.

(7) Within twenty-four (24) months of the Effective Date of this Agreement, Applicant shall submit documentation to the City to verify the Minimum Investment associated with the completion of the Development to include Certificates of Occupancy.

(8) Applicant shall pay by January 31 of each year all of the real and business personal ad valorem taxes due for the previous tax year on the Development and any other property within the City of El Paso. Applicant must demonstrate that it has incurred no delinquent taxes by providing certified city tax certificates for each parcel of property owned in the City of El Paso. Applicant shall have the right to contest the appraised value of the Development as provided by law. However, Applicant covenants and agrees that during the term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the Central Appraisal District at Minimum Appraisal Value or lower.

(9) Applicant shall allow the City and its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, during normal business hours, at its principal place of business in the City of El Paso, Texas, t that are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

(10) Applicant shall provide all required invoices and other required documentation to City electronically at the following address: <u>EDcompliance@elpasotexas.gov</u>.

B. <u>AMOUNT OF GRANT</u>.

The total amount of the Grant payable by the City under this Agreement if any, shall not exceed the aggregate amount of \$47,665.00.

C. **<u>DISBURSEMENT OF GRANT</u>**.

(1) During the term of this Agreement and beginning as of the commencement of the Grant Period and ending Fifteen (15) years thereafter, or at termination, whichever comes first, and subject to the conditions contained in this Agreement, Applicant shall be eligible to receive on a yearly basis the Grant payment.

(2) Applicant's eligibility for any Grant payment is expressly contingent upon Applicant's satisfaction of the requirements of Section 3 of this Agreement. Under no circumstance shall the City be required to disburse more than \$47,665.00 as the total amount of the Grant nor shall Applicant be entitled to receive the Grant unless it satisfies all the requirements of this Agreement. Applicant agrees to provide the City with any documentation the City may reasonably require or request to substantiate the Applicant's compliance with this Agreement.

(3) In order to receive the disbursement of the Grant, Applicant must submit a Grant Submittal Package, as specified in Section 3(D) below.

D. GRANT SUBMITTAL PACKAGE.

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

(1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in **Exhibit C**, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **May 24, 2024**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after the **24th day of May** of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year

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

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

SECTION 4. OBLIGATIONS OF CITY.

During the term of this Agreement and so long as an event of default has not occurred (provided, however, an event of default hereunder shall not be deemed to have occurred until after the

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expiration of the applicable notice and cure period), City shall comply with the following terms and conditions:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed \$2,405.00 in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Building Construction Fee Rebate not to exceed \$10,000 in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Property Tax Rebate not to exceed \$33,860.00 in accordance with the terms and provisions of this Agreement.
- D. The City agrees to provide a Retail Sales and Use Tax Rebate not to exceed \$1,400.00 in accordance with the terms and provisions of this Agreement.
- E. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package. The City agrees to process any Grant Payments to Applicant within ninety (90) days after its approval of the Applicant's Grant Submittal Package.
- F. The City shall determine the total amount of Grant payments due to the Applicant, if any, on an annual basis. Provided the Applicant satisfies all the requirements of this Agreement, Applicant shall be eligible for the annual Grant payment.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

False Statements. In the event the Applicant provides any written warranty, representation A. or statement under this Agreement or any document(s) related hereto that is/are false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure same within thirty (30) days after written notice from the City describing the violation shall be deemed an event of default. If such violation cannot be cured within such thirty (30) day period in the exercise of all due diligence, and Applicant fails to commence such cure within such thirty (30) day period or fails to continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall also be deemed an event of default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation or statement within ten (10) days after Applicant learns of its false or misleading nature, such action or omission shall be deemed an event of default. In the event this Agreement is terminated pursuant to this Section, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.

- B. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's portion of the Property, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant shall all be deemed events of default. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.
- C. Construction of Development. Applicant's failure to comply with its construction obligations set forth in this Agreement and as detailed in Exhibit A and Applicant's failure to cure same within thirty (30) days after written notice from the City shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence but Applicant fails or refuses to commence such cure within such thirty (30) day period or fails or refuses to continuously thereafter diligently prosecute such cure, except to the extent such failure is caused by any act or failure to act on the part of the City, such actions or omissions shall be deemed events of default.
- D. **Property Taxes.** Prior to the receipt of any reimbursement grant payments under this incentive program, the Applicant must demonstrate that it has incurred no delinquency taxes by providing certified city tax certificates for each parcel of property owned in the City of El Paso. Applicants who are exempt from payment of ad valorem property taxes on the subject property are deemed ineligible to participate in this incentive program

In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within thirty (30) days after written notice thereof from the City and/or El Paso Central Appraisal District, such actions or omissions shall be deemed an event of default. Subject to the restrictions noted herein, Applicant shall have the right to contest the appraised value of the Development provided however, the Applicant agrees that it will not contest or allow any party to contest on its behalf a value at or less than Minimum Appraisal Value. Applicant's failure to comply with this prohibition against maintaining the minimum tax value shall constitute an event of default and may result in a termination of this Agreement.

- E. **Other Defaults.** Failure of Applicant or City to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any related documents, and Applicant or City fails to cure such failure within thirty (30) days after written notice from the other party describing such failure shall be deemed an event of default. If such failure cannot be cured within such thirty (30) day period in the exercise of all due diligence, but if Applicant or City also fails or refuses to commence such cure within such thirty (30) day period or fails or refuses to continuously thereafter diligently prosecute the cure of such failure, such act or omission shall be deemed an event of default.
- F. **Failure to Cure.** If any event of default by Applicant shall occur, and after Applicant fails to cure same in accordance herewith, then this Agreement is terminated without any further action required of the City and the City's obligations end at that time. If a default has not been

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cured within the time frame stated herein, the non-defaulting party shall have all rights and remedies under the law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the cure period for such default has expired, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within sixty (60) days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

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

SECTION 8. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. Assignment of Applicant's Rights. Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any change in control of Developer constitutes an assignment for purposes of this Agreement. Any such attempt to sell, transfer, assign or convey without the City's prior written consent shall result in the immediate termination of this Agreement, with no ability for the Applicant to cure.
- D. Applicant's Sale or Transfer of the Development. Thirty days prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an event of default.

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- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure.
- G. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- I. Employment of Undocumented Workers. During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- J. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil disturbance, acts of God, inclement weather, fire or other casualty, natural disaster, strike, lockout, national or regional emergency, or other similar events beyond the control of the delayed part, that is not the result of negligence or intentional act or misconduct, or court

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injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

- K. No Joint Venture. The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- Notices. All notices required to be given under this Agreement shall be given in writing L. and shall be effective when (i) actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below; (ii) sent via electronic transmission to the email addresses set forth below; or (iii) when delivered by hand-delivery. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Grant Submittal Packages and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov.

City:	City of El Paso		
	City Manager		
	PO Box 1890		
	El Paso, TX 79950-1890		
Сору То:	City of El Paso		
	Economic and International Development		
	PO Box 1890		
	El Paso, TX 79950-1890		
	Email: EDcompliance@elpasotexas.gov		
Applicant:	Parradame Family Partnership, LP		
	C/O Michael Parra, Managing Member		
	111 E. Father Rahm Ave.		
	El Paso, TX 79901		
	Email: michael@parraservices.com		

- K. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- L. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the

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extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

- M. **Governmental Functions**. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- N. **Compliance with the Law.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- O. Third-Party Beneficiaries. There are no third-party beneficiaries for this Agreement.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20___.

CITY OF EL PASO, TEXAS

Tomás González City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Elizabeth Triggs, Director Economic & International Development

Applicant: Parradame Family Partnership, LP

Tutal C

Michael Parra Managing Member

[Acknowledgments begin on the following page]

22-1007-2869 | 1170865 | Chapter 380 Agreement - Parradame Family Partnership, LP | FME

ACKNOWLEDGMENT

STATE OF TEXAS 00 00 00 **COUNTY OF EL PASO**

This instrument was acknowledged before me on the _____ day of _ , 2022 by Tomás González, as City Manager of the City of El Paso, Texas (City).

Notary Public, State of Texas

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS 00 00 00 **COUNTY OF EL PASO**

This instrument was acknowledged before me on the 13^{44} day of May , 2022 by Michael Parra, as Managing Member of Parradame Family Partnership, LP (Applicant).

JESSICA CORDOVA Notary ID #126554245 My Commission Expires August 26, 2024

My Commission Expires: August 26, 2024

otary Public, State of Texas

22-1007-2869 | 1170865 | Chapter 380 Agreement - Parradame Family Partnership, LP | FME

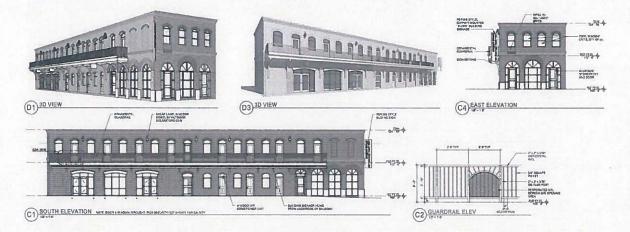
EXHIBIT A

[Legal Description / Renderings / Narrative of Development]

Legal Description: 101 Campbell S 25.00 FT (3000.00 SQ FT)

Physical Address: 621 S. Oregon St. El Paso, Texas 79901

Rendering



Narrative of Development:

This Development entails the rehabilitation of a 100-year-old mixed-use building that includes ground floor retail and 7 second-floor residential units. The rehabilitation will consist of structural repairs, façade and sidewalk improvements, lighting installation, paint, and door and window replacement.

22-1007-2869 | 1170865 | Chapter 380 Agreement - Parradame Family Partnership, LP | FME

EXHIBIT B [Streetcar Corridor Incentive Area]

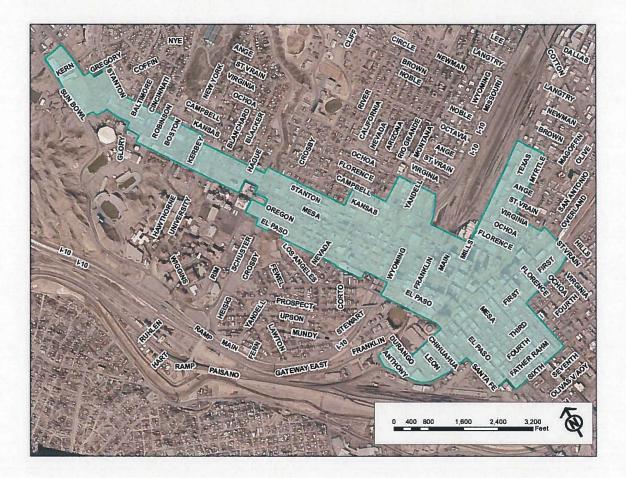


EXHIBIT C Grant Submittal Package Form

_____(the Applicant) believes that it has substantially met its obligations under the Chapter 380 Agreement executed on _____ (date). Pursuant to the Agreement, the Applicant submits this Grant Submittal Package Form in compliance with said Agreement and in anticipation of receiving the Grant in consideration for his obligations met under the Agreement.

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

- 1. [DUE WITHIN 6 MONTHS OF AGREEMENT EXECUTION] Copies of all applicable approvals and permits.
- 2. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development.
- 3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures amounting to **\$481,000** including but not limited to
 - a. Stamped **PAID** invoices
 - b. Copies of checks proving payment corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid)
 - d. Bank statements (in the event a transaction was paid with a credit or debit card)
 - e. Contractor pay applications, notarized with lien releases
- 4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate.
- 5. [INITIAL GRANT SUBMITTAL ONLY] Copy of Certificate of Occupancy in accordance with the requirements provided in Section 3(A)(4)(b).
- 6. Completed Waiver of Sales Tax Confidentiality Forms (Exhibit E) from tenants/lessees/Owner located at the Development (with Duty to Update).
- 7. Property Tax Payment Receipt(s) of payment for tax year _____.

It is understood by the Applicant that the City of El Paso has up to 90 days to process this request and reserves the right to deny the Grant claim if the Applicant has failed to comply with the terms of the Agreement.

By the signature of the Applicant below, the Applicant hereby certifies that: (1) the copies of the receipts attached to this Grant Submittal Package Form represent Qualified Expenditures incurred in the improvements and new construction to the Development; (2) the Applicant has paid or caused to be paid the City's local sales and use taxes associated with the Qualified Expenditures; and (3) that the copies of the receipts and copies of the permits attached herein are true and correct.

22-1007-2869 | 1170865 | Chapter 380 Agreement – Parradame Family Partnership, LP | FME

Parradame Family Partnership, LP

By:	
Name:	
Title:	

ACKNOWLEDGMENT

STATE OF ______§ COUNTY OF _____§

This instrument was acknowledged before me on the ____ day of _____, 20___, by _____, as _____ of Parradame Family Partnership, LP. (APPLICANT).

Notary Public, State of _____

My Commission Expires:

22-1007-2869 | 1170865 | Chapter 380 Agreement - Parradame Family Partnership, LP | FME

EXHIBIT D

Tax Rebate Schedules

	Incrementa	al Property Tax	Rebate Schedu	le
Years 1-4	Years 5-7	Years 8-10	Years 11-13	Years 14-15
100%	90%	75%	50%	25%

Retail Sales and Use Tax Rebate Schedule					
Year 1	Year 2	Year 3	Year 4	Year 5	
100%	75%	50%	25%	25%	

22-1007-2869 | 1170865 | Chapter 380 Agreement - Parradame Family Partnership, LP | FME

EXHIBIT E

WAIVER OF SALES TAX CONFIDENTIALITY

Date

I authorize the State of Texas Comptroller of Public Accounts to release (sales tax) information pertaining to the taxpayer indicated below to ______, a _____, its successors, assigns, or nominees, and the City of El Paso, Texas. I understand that this waiver applies only to place of business located at ______ in the City of El Paso, El Paso County, Texas.

Please print or type the following information as shown on your Texas [Sales and Use Tax Permit]: Name of Taxpayer Listed on Texas Sales Tax Permit:

Name under Which Taxpayer is Doing Business (d/b/a or Store Name):

Taxpayer Mailing Address

Physical Location of Business Permitted for [Sales Tax] in El Paso, Texas:

Texas Taxpayer ID Number Tax Outlet Number / TABC Number

Authorized Signature

Printed Name: Title: Phone:

The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this Waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at (800) 531-5441.

22-1007-2869 | 1170865 | Chapter 380 Agreement – Parradame Family Partnership, LP | FME



Item 33

621 S. Oregon

Chapter 380 Economic Development Agreement: Transit Oriented Development

May 24, 2022

Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development 1.1 Stabilize and expand El Paso's tax base: Activate Targeted (re)Development (2.0)



Project Summary: 621 S. Oregon

Applicant: Parradame Family Partnership LP Property Address: 621 S. Oregon Real Improvement Costs: \$481,000 District: 8

Rehabilitation

- Mixed-use
 - Ground floor retail
 - 2nd floor residential
- 7 Residential Units
- 6,000 sf
 - Retail: 1,133 sf
 - Residential: 4,867 sf







Site Location: 621 S. Oregon











Project Design: 621 S. Oregon









Proposed Incentive : City Incentive Breakdown



Chapter 380 Incentive* = \$47,655 TIRZ 5 Grant City Construction Sales City Sales & Use Tax City Property Tax Permit Fee Waiver **Façade Improvement Grant Tax Rebate** Rebate Rebate (One Time) \$25,000 (One Time @ 100%) (15 years*) (5 years^) \$10,000 \$2.405 \$33,860 \$1,400 **Total City Incentive =**

*15-Year Property Tax Rebate : Years 1-4 (100%), 5-7 (90%), 8-15 (75%) ^5-Year Retail Sales & Use Tax Rebate : Years 1-5: 100%, 75%, 50%, 25%, 25%

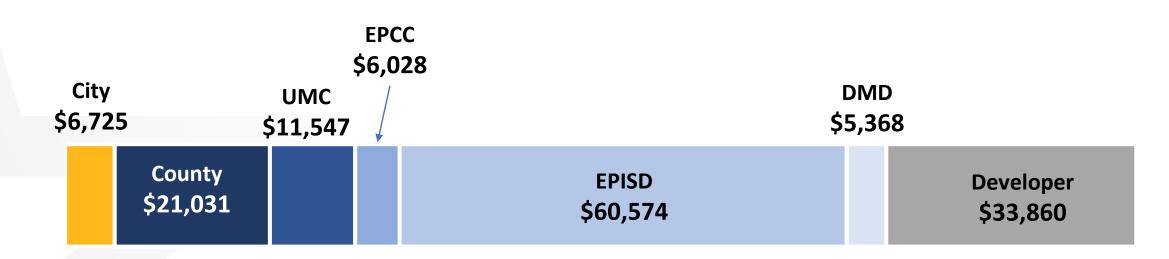


\$72,655

Community Tax Benefit:



New Revenue Over 15-Year Agreement Term



Total Community Tax Benefit = \$138,407





Council Requested Action

Authorize the City Manager to sign a **Chapter 380 Economic Development Program Agreement** by and between City of El Paso and **Parradame Family Partnership LP** in support of the rehabilitation of a 100-year-old mixed-use building located in Downtown El Paso.





VISION

MISSION

Deliver exceptional services to support a high quality of life and place for our community Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Integrity, Respect, Excellence, Accountability, People

689



Legislation Text

File #: 22-572, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

Capital Improvement Department, Yvette Hernandez, (915) 212-2860

AGENDA LANGUAGE:

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

Discussion and action that the City Council approves a change order in the amount of \$168,964.54 to Lesna Construction Inc. for the installation of 178 concrete collars at connecting points to manholes and inlets to the project under Contract No. 2021-0026 Central Business District Phase IV project. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. An additional forty-five (45) working days will be allowed for the completion of the work. The new contract sum, including this change order notice and previous change order notices, is \$12,934,067.07. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

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

AGENDA DATE: PUBLIC HEARING DATE:	May 24, 2022 N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER:	Yvette Hernandez, (915) 212-1860
DISTRICT(S) AFFECTED:	8
STRATEGIC GOAL:	No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL:	N/A

SUBJECT:

That the City Council approves a change order in the amount of \$168,964.54 to Lesna Construction Inc. for the installation of 178 concrete collars at connecting points to manholes and inlets to the project under Contract No. 2021-0026 Central Business District Phase IV project. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. An additional forty-five (45) working days will be allowed for the completion of the work. The new contract sum, including this change order notice and previous change order notices, is \$12,934,067.07. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this resolution.

BACKGROUND / DISCUSSION:

El Paso Water requested the installation of concrete collars to connect reinforced concrete pipe (RCP) to precast manholes and inlets. El Paso Water agreed to cover the cost of the collars. This change order will add 45 days of additional contract time.

PRIOR COUNCIL ACTION:

7/07/21 – Construction contract award approved by Council

AMOUNT AND SOURCE OF FUNDING: \$123,964.54 – 190-4970-38023 \$45,000 – 190-4743-38090

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ____NO

PRIMARY DEPARTMENT: Capital Improvement Department SECONDARY DEPARTMENT:

DEPARTMENT HEAD:

Ó

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

RESOLUTION

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

That the City Council approves a change order in the amount of \$168,964.54 to Lesna Construction Inc. for the installation of 178 concrete collars at connecting points to manholes and inlets to the project under Contract No. 2021-0026 Central Business District Phase IV project. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. An additional forty-five (45) working days will be allowed for the completion of the work. The new contract sum, including this change order notice and previous change order notices, is \$12,934,067.07. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this resolution.

APPROVED THIS _____ DAY OF _____ 2022.

CITY OF EL PASO:

Oscar Leeser Mayor

ATTEST:

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Roberta Brito Assistant City Attorney

APPROVED AS TO CONTENT:

lvette Hernandez

Yvette Hernandez, P.E. Grant Funded Program Director

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

ROJECT:	Central Business Dis	tric Phase	IV	SOLICITATION NO.	Solicitation 2021-0026 CSJ 0924-06-562 X CONSTRUC	TION CHANGE
	Original Contract Amount:	\$	12,736,130.53		Contract Time to Final Completion	415
	Net Change by previous Change Orders:	\$	28,972.00	Total o	lays added due to Change Orders and CQN's	3
Net Ch	nange by previous Construction Quantity Notices:	\$		-	Total days added for this Change Order	45
	Amount of this Construction Change Order:	\$	168,964,54		New Contract Time to Final Completion:	463
	New Amended Contract Amount:	\$	12,934,067.07		Current Final Due Date	5/5/2023
	Change Order Percentage:		1.55%		New final Due Date	7/4/2023

Please provide a detailed scope of work of the change order (see back for reason/justification):

Scope of Work: Install 178 concrete collars at connecting points to manholes and inlets. The size of the collar will depend on the size of the reinforced concrete pipe per EPW detail 926-2. Provide an additional 3 months of traffic control to cover additional contract time,

Specifications: TxDOT related items remain unchanged. Use specification Item 420 Concrete Substructures from the TxDOT Standard Specifications for Construciton and Maintenance of Highways, Streets, and Bridges

Drawings: Incorporate EPW Detail No. 926-2 dated 9/8/2009 into project final plans.

Cost and Bid Schedule: Add the following items:

- CO#3 420 6009 CL A CONC (COLLAR) with a quantity of 178 EA at a unit price of \$696,43/EA. Total amount of \$123,964,54

- CO#3 502 6001 BARRICADES, SIGNS AND TRAFFIC HANDLING with a quantity of 3 MO at a unit price of \$15,000/MO. Total amount of \$45,000.00

Time: An additional 45 working days will be added to the contract.

Work described above shall be performed in accordance to applicable specifications, special provisions, terms and conditions of the original contract. Unless specifically noted, this change order addresses all compensation for time, money, material, equipment, labor, tools, and incidentals including all direct and indirect costs associated with the scope of work.

Summary:

INCREASE	contract a	mount by	\$168,964.54	4	
INCREASE	contract ti	ime by 45	additional	working	days.

CONTRACTOR:	e Piron JI			
I,Conditions	www.mange.order	of	Lesna Construction, Inc.	agree and accept the terms ar Date: <u>6 May 100</u>
CITY OF EL PASO (OW		Paso hereby authorize and	direct the Contractor to proceed with a	dditional work as described

CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE O	-	3		March 23, 2022	SCOPE CHANGE
PROJECT:	Central	Business Distric	Phase IV	SOLICITATION NO.	ON 2021-0026SJ 0924-0 X CONSTRUCTION CHANGE
Project Number Class Department Fund Account	38170/28300/28320 190 4950/4710/4510/4	/38290/38030/38 743/4970	3230		PURCAHSE ORDER #0
CONTRACTOR NAME:	Lesna	Construction, Ir	IC		

PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

Change is requested by EPWU in order to connect RCP to precast manholes and inlets per EPW's standards and details.

Price and time: The PM prepared and estimate based upon TxDOT Average Low Bid (ALB) and using existing bid items for \$160,700.00 and an additional construction duration of 178 days. The contractor submitted a proposal for \$123,964.54 and extended the contract unit price of traffic control for \$45,000.00 and requested 45 additional days. The PM determined the proposal was fair and reasonable based upon comparison of the contractor's proposal with TxDOT ALB and contract unit price. The PM determined that 45 additional days was reasonable based on the time of installation for the concrete collars and the impact to the critical path.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME:	45	TOTAL CHANGE ORDER AMOUNT:	-	168,964.54
Project Manager recommends approval:	An	spl		
Engineering Division Manager recommends approval:	Margar	et KSchroeder		
Financing Department approval: _ (If Required)				

NSTRUCTION CHANGE OR	DER NO.: 3	DATE: March 2	23, 2022			XIN	CREASE	
DJECT:	Central Business Distric Ph		ATION NO	on 2021-	0026CSJ 093	24-0 D	ECREASE	5
Project Number	PCP19TRAN03							
Class 3	8170/28300/28320/38290/38030/38230	PURCHASE ORDER #	22000	00031				
Department Fund	190 4950/4710/4510/4743/4970							
Account	580272							
CONTRACTOR NAME:	Lesna Construction, Inc.							
AS A R	ESULT OF THIS CHANGE ORDER, I	PLEASE MAKE THE FOLLOWING	ADJUSTM	IENT TO TH	E PUCHASI	EORDER	:	38
LINE	ADDED AMOUNT							
10	123,964.54			TAL NET CH				
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	Proj	ject Manager						
	Proj gineering Division Manager recommen	200	+ 10	5.6.				



CBD IV Change Order Request

May 24, 2022



Project Background

• El Paso Water requested the installation of concrete collars to connect reinforced concrete pipe (RCP) to precast manholes and inlets. El Paso Water agreed to cover the cost of the collars. This change order will add 45 days of additional contract time.





Project Location

- Campbell Street
- Kansas Street
- Oregon Street
- Father Rahm Ave
- 6th Avenue





Recommendations

- That the City Council approves a **change order in the amount of \$168,964.54** to Lesna Construction Inc. for the installation of **178 concrete collars** at connecting points to manholes and inlets to the project under Contract No. 2021-0026 **Central Business District Phase IV project**.
- 45 working days will be allowed for the completion of the work
- The new contract sum \$12,934,067.07
- Funding source EP Water and 2018 CO's



Thankyou





Mission

Deliver exceptional services to support a high quality of life and place for our community



Integrity, Respect, Excellence, Accountability, People

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government





Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño





Legislation Text

File #: 22-610, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Presentation and introduction to the 48th Year (2022-2023) Annual Action Plan for the following Federal Department of Housing and Urban Development (HUD) Entitlement Grants: Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs. Following this introduction, a 30-day public comment period will commence, after which the Final Annual Action Plan will be presented to Council for approval.

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

AGENDA DATE: 5/24/2022 PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

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

Presentation and introduction to the 48th Year (2022-2023) Annual Action Plan for the following Federal Department of Housing and Urban Development (HUD) Entitlement Grants: Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs. Following this introduction, a 30-day public comment period will commence, after which the Final Annual Action Plan will be presented to Council for approval.

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?

Following an extensive planning process, the Department of Community and Human Development (DCHD) introduces to City Council and the El Paso community, the Draft 2022-2023 Annual Action Plan, thereby commencing a 30-day public comment period as required by HUD. The Draft 2022-2023 Annual Action Plan specifies DCHD's funding recommendation for the following four HUD entitlement grant programs: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons With AIDS (HOPWA), and HOME Investment Partnership Program (HOME). Staff's recommendation is informed by detailed evaluation of proposed projects and services by subject matter experts, the Community Development Steering Committee and various City department staff.

Backup documentation for this item includes summaries of the draft budget recommendations listing the programs and projects being proposed for each funding source.

PRIOR COUNCIL ACTION:

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

The 47th Year Policies and Procedures for recommending projects and programs for funding under the federal entitlement was approved unanimously by City Council on August 18, 2020.

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?

HUD has yet to inform the City of El Paso of the official allocations for each of the following funding sources. Following are projections based on previous years' allocations.

CDBG Allocation:	\$6,377,281
ESG Allocation:	\$548,484
HOPWA Allocation:	\$708,789
HOME Allocation:	\$2,557,125
HOME Program Income (projection):	\$1,800,000
CDBG Revolving Loan Fund (projection):	\$500,000

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Department of Community + Human Development **SECONDARY DEPARTMENT:** N/A

irale

DEPARTMENT HEAD:

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

	48th Year	2022-2023 CDBG Categories + Set-Asides Open for Competition			
DBG CHILDREN + YOUTH	Program Name/Address	Program Description	Rep. District	Current Budget	Recommend
gency Name	Program Name/Address	Program Description	kep. District	(2021-2022)	Year But
hild Crisis Center	Respite and Urgent Residential Care 2100 N. Stevens St., El Paso, Texas 79930	Children between the ages of 0-13 whose families are in crisis will be provided with mesk, clothing, and a safe place to stup (emergency bletter), while the parents of these children will have access to care a management ervices and parenting (cases). The goal of this program are to remulte the majority of the children with their families, and to provide mental health and therapeuts services for these children during their time at the shelter. The outcomes projected should demonstrate that the children that a positive experience during their time in the center, as well as improvement in their family stuation.	Citywide	\$ 40,000.00	\$ 10
ASA of El Paso	Court Appointed Special Advocates 221 N. Kansas St., Suite 1501, El Paso, Texas 79901	This program will serve vicins of child abuse in the foster care system by providing them with a CASA volunteer who will advocate on their behalf in court in order to find the child a starp permanent, lowing home. The advocate will provide support during court hearings, meetings with therapits, attorneys, counselens, schools, family members, meliations, meetings with the children, abone caits, emails, travels, home visits, QCS meetings, etc. The goal of this program is to find the child a permanent placement through adoption fait east that flacted with hample, or long term forter care.	Citywide	\$ 40,000.00	\$ 8
			TOTAL	\$ 80,000.00	\$ 18
DBG SENIORS + PERSONS WITH DISABILITIES					
gency Name	Program Name/Address	Program Description	Rep. District	Current Budget	CDBG Amoun
JLAC Project Amistad DBA Project Amistad	Money Management Program 3210 Dver St., El Paso, Texas 79930	At least 55 clients who are unable to manage their finances, will receive access to a suitable living environment through the provision of money management services.	Citywide	\$ 49,057.00	\$ 8
pportunity Center for the Homeless	3210 Dyer St., El Paso, Texas 79930 Elderly Case Management 806 W. Yandell, El Paso, Texas 79902	Through the provision of a suitable living environment to a minimum of 200 unique individuals, we will provide greater availability / accessibility to case management	Citywide	\$ 49,057.00	\$ 8
	80b W. Yandell, El Paso, Texas 79902	and services to the elderly homeless.	TOTAL	\$ 98,114.00	\$ 16
DBG INNOVATIVE PROGRAM INCUBATOR					
Agency Name	Program Name/Address		Rep. District	Current Budget	CDBG Amoun
Opportunity Center for the Homeless	Justice Involved Case Management 1208 Myrtle, El Paso, TX 79901	This program will allow the provision of intense case management services including needs assessment, support connections, housing counseling, care plan and personal assistance to the justice involved homeless poulation that access services and shelter through the two resource centers and emergency shelters of the Opportunity Center for the homeless, one for men the other for women.	Citywide		\$8
			TOTAL	0	\$ 8
DBG RECREATIONAL SET-ASIDES					_
gency Name	Program Name/Address	Program Description	Rep. District	Current Budget	CDBG Amoun
WCA	Seniors and Disabled Physical Recreation 1600 Brown St, El Paso TX, 79902	At least 200 clients will receive access to a suitable living environment through the availability of exercise classes that are focused on improving the health of individuals over age 62. Success will be measured based on the total number of unduplicated seniors who participate in the program; YWCA will document the total number of	Citywide	\$-	\$ 3
		participants as well as their names to ensure this indicator is achieved.	TOTAL	0	Ś 3
			1014	ů	, J
DBG HOMELESS, EMERGENCY SHELTER + HOU gency Name	Program Name/Address	Program Description	Rep. District	Current Budget	CDBG Amoun
enter Against Sexual & Family Violence	Economic Stability at Homeless Shelter for Survivors of Domestic & Sexual Violence 580 Giles Rd., El Paso, Texas 79915	A Less 229 survivors of domestic or sexual violence will receive access to a suitable living environment through the availability of workforce training, financial literacy training, GDC Diasses, case management, microenterprise training, and economic empowerment and educational sessions. 70% of clients responsible solutions, 80% will have imporved their financial or education self-sufficiency. Client questionnaires will track the progress of clients in all agest dense of aslfty, and 60% will have improved their financial or education self-sufficiency. Client questionnaires will track the progress of clients in all agest of the program, and client satisfaction questionnaires will be used to help the program evolve to better serve clients' needs. 70% of additional hourds will be used to support the program.	Citywide	\$ 99,058.00	\$ 14
wca	YWCA Homeless Program 201 E. Main St., Suite 400, El Paso, Texas 79901	90 OD6 cligble persons will be assured availability/scessibility of basics: provided a stubile living environment and; thus, assuring eligible persons are provided affe and sccurs helter with support services with the ultimate gail of ending their experience with horeitenses. By providing safe and socurs helter with support services, VMCA will meet or exceed a gail of 60% permanent housing placement, while working closely with MBS and Coordinated Enry. HMCS and participant files will be used to assure accurate documentation exists that gabs have been achieved. In order to ensure satisfand positive housing outcomes, at least 50% of participant will receive up to 6-months of follow-up care, which will be tracked as a unique, voluntary service in HMIS. YWCA will assure that \$915,391.17 in additional funds are secured to ensure accurate.	Citywide	\$ 99,058.00	\$ 14
			TOTAL	\$ 198,116.00	\$ 28
DBG MEDICAL + MENTAL HEALTH SERVICES					
gency Name	Program Name/Address	Program Description	Rep. District	Current Budget	CDBG Amoun
enter Against Sexual and Family Violence	Mental Health Services for Survivors of Sexual and Family Violence 580 Giles Rd., El Paso, Texas 79915	This program will focus on providing mental health services to survivors of sexual and family violence and their families, to include resistential and non-residential clients within the emergency shelter and family Resource Center. Services shall be provided throughout the year at the Family Resource Center and at specific times during the summer camps and school-break sessions. Eligible clients will have access to therapy (group, art, play, EMDR, traum healing, and other non-traditional therapies), support groups, supportive mental health services, and counseling services. Outcomes will be measured by the clients' increased sense of safety, feeling less isolated, and minima mona assumes of auxiliable community management.	Citywide	\$ 99,057.00	\$ 14
	Integrated Primary Health Care	This program will provide affordable outreach, health education, preventative care, and primary medical and mental health services. Both medical and behavioral health	Citywide	\$ 99,058.00	\$ 14
roject Vida Health	Integrated Primary Health Care 3607 Rivera Ave., EL Paso, Texas 79905 (Admin); 3612 Pera Ave., El Paso, Texas 79905	services will be integrated into one package of service delivery. The primary medical and menal health services include screening for diadetes, depression and anarchy, as well as health assessments, diagnosis, treatment and medication prescriptions. The health doutcloan and preventative care services may include participation in healthy lifestyle classes, diabetes support groups, and/or diabetes self-management instruction sessions. The outcomes of the program's success will be measure by diabetic clients' improvement in blood glucose levels, reduction of symptoms for patients with a diagnosis of depression, and improved knowledge and understanding of diabetes and depression.			
roject Vida Health	3607 Rivera Ave., EL Paso, Texas 79905 (Admin);	services will be integrated into one package of service delivery. The primary medical and menul health services include screening for dialettes, depression and anarchy, as well as health assessment, diagnosis, treatment and medication prescriptions. The health dicutation and preventative care services may include participation in healthy Mettyle classe, diabetes support groups, and/or diabetes self-management instruction sessions. The outcomes of the program's success will be measured by diabetic clients' improvement in blood glucces evels, reduction of symptoms for patients with a diagnosis of depression, and improved knowledge and understanding of diabetic clients' improvement in blood glucces evels, reduction of symptoms for patients with a diagnosis of depression, and improved knowledge and understanding of diabetes and the symptome services and an anarchy and an and an anarchy and an an and and	TOTAL	\$ 198,115.00	\$ 28
roject Vida Health	3607 Rivera Ave., EL Paso, Texas 79905 (Admin);	services will be integrated into one package of service delivery. The primary medical and menuh health services include screening for diabetes, depression and anarchy, as well as health assessmenti, diapositi, streatment and medication prescriptions. The health docutation and preventative care services may include participation in healthy illestyle classe, diabetes support groups, and/or diabetes self-management instruction sessions. The outcomes of the program's success will be measured by diabetic clients' improvement in blood glucose levels, reduction of symptoms for patients with a diagnosis of depression, and improved knowledge and understanding of diabetes and depression.	TOTAL	\$ 198,115.00	\$ 28
	3607 Rivera Ave., EL Paso, Texas 79905 (Admin);	services will be integrated into one package of service delivery. The primary medical and menul health services include screening for dialettes, depression and anarchy, as well as health assessment, diagnosis, treatment and medication prescriptions. The health dicutation and preventative care services may include participation in healthy Mettyle classe, diabetes support groups, and/or diabetes self-management instruction sessions. The outcomes of the program's success will be measured by diabetic clients' improvement in blood glucces evels, reduction of symptoms for patients with a diagnosis of depression, and improved knowledge and understanding of diabetic clients' improvement in blood glucces evels, reduction of symptoms for patients with a diagnosis of depression, and improved knowledge and understanding of diabetes and the symptome services and an anarchy and an and an anarchy and an an and and	TOTAL	\$ 198,115.00	\$ 28
rogram Name/Address	3607 Rivera Are., El Paso, Texas 79905 (Admin); 3612 Pers Ave., El Paso, Texas 79905	services will be integrated into one package of service delivery. The primary medical and menuh health services include screening for diabetes, depression and anarchy, as well as health assessmenti, diapositi, streatment and medication prescriptions. The health docutation and preventative care services may include participation in healthy illestyle classe, diabetes support groups, and/or diabetes self-management instruction sessions. The outcomes of the program's success will be measured by diabetic clients' improvement in blood glucose levels, reduction of symptoms for patients with a diagnosis of depression, and improved knowledge and understanding of diabetes and depression.			
roject Vida Health rogram Name/Address gency Name IOME	3607 Rivera Ave., EL Paso, Texas 79905 (Admin);	services will be integrated into one package of service delivery. The primary medical and menuh health services include screening for diabetes, depression and anarchy, as well as health assessmenti, diapositi, streatment and medication prescriptions. The health docutation and preventative care services may include participation in healthy illestyle classe, diabetes support groups, and/or diabetes self-management instruction sessions. The outcomes of the program's success will be measured by diabetic clients' improvement in blood glucose levels, reduction of symptoms for patients with a diagnosis of depression, and improved knowledge and understanding of diabetes and depression.	TOTAL Rep. District Citywide	\$ 198,115.00	\$ 28 CDBG Amoun \$ 2.67

				•	\$ 2,070	0,504.00			
DBB PUBLIC FACILITIES SMALL SCALE SET-ASIDE DISTRICT #2									
Agency Name	Program Name/Address	Scope of Work	Rep. District	Current Budget	CDBG Amount				
CoEP Parks and Recreation Department	4500 Lawrence Ave, El Paso, TX 79904	Project will include: removal of existing chain-hink fence, removal of existing basehal back-top fence, new concrete sidewalk, new landcape areas w/screening, sip line playsround equipment, engineered wood fiber surface for the sip line, new metal canopy 30°x30° over the concrete plaza, new trees, new shoulds, new sod area, new rockwall, new benches (5), new trans receptacies (2), new basehabla hoop system, re-surface existing basketball court, new ingliction system.	Citywide	s -	\$ 981	1,680.00			
CoEP Office of ADA and Accessibility	Sidewalks along Byron St, Along Byron St between Mobile Ave and Memphis Ave, 79930	Install approximately 315 linear feet of sidewalk and curb cuts at 8 intersections. The sidewalk section is along Byron Street (between Mobile and Memphis). The ramps are at Mobile and Byron, Byron and Nashville and Byron and Memphis.	Citywide	\$ - \$		5,315.00			
			TOTAL	0	\$ 1,096	6,995.00			
CDBG PUBLIC FACILITIES SMALL SCALE SET-ASIDE	E DISTRICT #4								
Agency Name	Program Name/Address	Scope of Work	Rep. District	Current Budget	CDBG Amount	1			
CoEP Office of ADA and Accessibility	Wheelchair Ramps along Wadsworth Ave, Along Wadsworth Ave between Olga St and Sidney St, 79924	Install 18 directional ramps at 9 corners along Wadsworth Ave between Olga St and Sidney.	Citywide	\$-	\$ 103	3,005.00			
			TOTAL	0	\$ 103	3,005.00			

n to be used for community outres during evening hours by the comm

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outdoor gathering and aesthetics/curb STREAM program is included in the plan

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DBG VOLUNTEER HOUSING REHABILITATION								
Agency Name	Program Name/Address	Scope of Work	Rep. District	Current Budget	CDBG Amount			
Rebuilding Together	Rebuilding Together	Program will improve the homes of 50 eligible clients to create a suitable living environment and to improve the quality of life of elderly and disabled residents within the	Citywide	\$ 138,548.00	\$ 200,000.00			
	6400 Airport Rd, El Paso, Tx 79925	city limits of El Paso, specifically residents of District 2 and District 4. Subrecipient will rehabilitate 25 single family homes in District 2 and 25 single family homes in						
		District 4. Subrecipient will keep track of activities in each District separately. The maximum amount allowed for repairs per household will be \$4,999.00. Subrecipient will						
		perform allowable basic and necessary repairs on eligible clients' homes with the assistance of volunteers, family members of the homeowners, and, when applicable,						
		paid licensed professionals.						
			TOTAL	\$ 138,548.00	\$ 200,000.00			

	TOTAL CDBG PROJECT FUNDING				\$ 5,1	02,257.00
DCHD ADMINISTRATION & PLANNING (Maximun	n 20% of Entitlement)					
Agency Name	Program Name	Scope of Work			CDBG An	ount
Community + Human Development City 3, 801 Texas Avenue, 3rd Floor El Paso, Texas 79901		Program Management and Coordination to include: "Community Development 5 1,046,768 "Gry Attomey 5 55,280			\$	1,102,048.00
Community + Human Development City 3, 801 Texas Avenue, 3rd Floor El Paso, Texas 79901		Indirect Costs (26% of salaries) associated with Program Management and Coordination to include: Development \$ 167,976 Attorney \$ 5,000	*Community *City		\$	172,976.00
	ADMINISTRATION & PLANNING TOTAL	\$540.20 le	ss than 20% of \$6,377,821.00		\$ 1,2	75,024.00

l Paso Human Services - Youth Iomelessness Program	820 Montana Ave.				2022)	Year Budget
	El Paso, TX 79902	No less than 25 ESG eligible clients comprising 15 households will have access to a suitable living environment through the availability of rental/financial assistance, case management and support services which will enable them to obtain and maintain affordable housing, 5951,566 in additional funds will be used to support this program. Subrecipient will address ending youth homelessness in the City of El Paso, Texas through the use of ESG funding. Subrecipient will provide suitable housing through Rapid Rehousing rental assistance and support services to homeless youth, ages 18-24, which includes unaccompanied youth, parenting youth and children of parenting youth.	Rapid Rehousing	Citywide	\$ 72,367.00	\$ 78,301.14
mergence Health Network - iomeless Street Outreach rogram	1600 Montana Ave. El Paso, TX 79901	The objective of the Homeless Street Outreach program is to help individuals get off the streets, link them to a full range of services that will lead to self-sufficiency and permanent housing. On a daily basis, Street Outreach workers will encompass the City of El Paso in an effort to reach homeless individuals who reside in the streets or in a place not mean habitation. Individuals with mental health needs will be linked to ENN services, reducing emergency room visits and psychiatric hospitalization. It is expected that during the program year, no less then 100 individuals are reached and 60 percent are placed in a positive housing solution.	Street Outreach	Citywide	\$ 99,159.00	\$ 107,900.72
a Posada Home, Inc	1020 N. Campbell St. El Paso, Texas 79902	"La Posada Home is proposing a program to continue to provide shelter for families escaping domestic violence. Costs are for direct services and crucial operation expenses. La Posada Home will utilize traditional Housing. First approach by rapidly placing and stabilizing in permanent housing and by providing services without any preconditions regarding income, work effort, sobriety, or any other factor."	Emergency Shelter	Citywide	\$ 83,397.00	\$ 92,029.38
roject Vida	3607 Rivera Ave.	At least 48 unduplicated eligible clients (16 unduplicated eligible households) shall be provided with: (a) referrals through the 211 Coordinated Entry System; (b) a needs assessment for all household members; (c) development of action plans based on needs assessment; (d) case management services for up to 6 months; (e) referrals to other services provided in-house or by outside agencies as needed; and (f) direct payments of rent and/or utility payments to landlords and utility companies based on clients' eviction and utility termination notices.	Homelessness Prevention	Citywide	\$ 99,297.00	\$ 105,231.14
	El Paso, TX 79905	At least 33 unduplicated eligible clients (11 unduplicated eligible households) shall be provided with: (a) referrals through the 211 Coordinated Entry System; (b) a needs assessment for all household members; (c) development of action plans based on needs assessment; (a) referrals to other services provided in-house or by outical agencies as needed; and (c) direct payments of rent and/or utility payments to landlords and utility companies based on clients' eviction and utility termination notices as appropriate.	Rapid Rehousing	Citywide	\$ 72,366.00	\$ 78,300.14
he Salvation Army	4300 E. Palsano Drive El Paso Texas 79905	The proposed Salvation Army Red Shield Family Center project will provide food, shelter, supportive services, and case management to 669 individuals/223 households. Clients receive follow up services, on an as needed basis, for up to three months. The proposed project will also rapidly rehouse 5 households/153 individuals (average of 3 individuals per household) by providing each household with a depoils at \$237 and 3 months of HUD fair market rent for a 2 bedroom apartments@ \$237 per month; and prevent 18 families/54 individuals from becoming homeless by providing each household with 3 months of HUD fair market rent for a 2 bedroom apartments@ \$227 per month. TS A staff will reak 100% of ident outcomes in HMIN 60 and ality basis. The project will be reviewed in regular staff meetings with case managers, program staff, Social Services Manager, and the El Paso Area Coordinator.	Emergency Shelter	Citywide	\$ 40,000.00	\$ 48,327.60
ommunity + Human evelopment - ESG City dministrative Fees	City 3, 801 Texas Ave, 3rd Floor El Paso, Texas, 79901	Grantee may use not more than 7% of the grant amount for its own administrative costs.	N/A	N/A	\$ 38,130.00	\$ 38,393.88

48th Year | 2022-2023 Housing Opportunities for Persons with AIDS (HOPWA) Final Recommended Budget

Applicant/Address	Project Name	Project Description	Rep. District	Current Funding (2021-2022)	Recommended 48th Year Budget
	El Paso County HOPWA Program - Tenant- Based Rental Assistance (TBRA)	Provision of long-term TBRA to clients living with HIV/AIDS in the City of El Paso and El Paso County.	Citywide and Balance of El Paso County	\$ 557,100.00	\$ 531,591.75
5115 El Paso Dr	El Paso County HOPWA Program - Supportive Services	Provision of supportive services that include case management, counseling, job development, housing information and resource identification.	Citywide and Balance of El Paso County	\$ 84,160.00	\$ 106,318.35
	HOPWA Project Sponsor Administrative Fees	Project sponsor is limited to 7% of awarded funds for administration costs.	N/A	\$ 41,723.00	\$ 49,615.23
Community + Human Development City 3, 801 Texas Ave, 3rd Floor El Paso, Texas 79901	HOPWA City Administrative Fees	Grantee may not use more than 3% of the grant amount for its own administrative costs.	N/A	\$ 21,123.00	\$ 21,263.67
			ar HOPWA Budget TOTAL		

48th Year | 2022-2023 HOME Investment Partnerships Program (HOME) Final Recommended Budget

Applicant/Address	Description	Projected Units Assisted	Rep. District	Current Funding (2021-2022)*	Recommended 48th Year Budget (2022-2023)*
Department of Community + Human Development 801 Texas Ave, 3rd flr El Paso, TX 79901	Administrative Expenses	N/A	Citywide	\$ 540,205.0	\$ 532,809.00
Department of Community + Human Development 801 Texas Ave, 3rd flr El Paso, TX 79901	New construction/rehabilitation of multi-family affordable rental housing by Community Housing Development Organizations (CHDOs)	4	Citywide	\$ 624,025.0	\$ 383,569.00
Department of Community + Human Development 801 Texas Ave, 3rd flr El Paso, TX 79901	New construction/rehabilitation of multi-family affordable rental housing by investors	42	Citywide	\$ 1,624,025.0	\$ 2,123,886.00
Department of Community + Human Development 801 Texas Ave, 3rd flr El Paso, TX 79901	Single-Family Owner-Occupied (SFOO) repair, rehabilitation, renovation and reconstruction	28	Citywide	\$ 1,000,000.0	\$ 1,166,861.00
Department of Community + Human Development 801 Texas Ave, 3rd flr El Paso, TX 79901	First Time Homebuyer (FTHB) Assistance	15	Citywide	\$ 600,000.0	\$ 600,000.00
			48th Year HOME Budget TOTAL	\$ 4,388,255.0	\$ 4,807,125.00

*Funds include projected 48th Year Entitlement Funds, projected CDBG Revolving Loan Funds (RLF), and projected Program Income (PI)



Community + Human Development

48th Year Federal Entitlement (FY 23) Annual Action Plan Funding Recommendations

community + human development

Advance Equity —

Reduce Poverty ———

Build Sustainability-



Civic Empowerment

- Equity + Access
- Climate Action
- Volunteerism + Engagement



Human Services

- Homelessness
- Health + Wellbeing
- Recreation + Lifestyle

- **Neighborhood Development**
 - Housing
 - Community Revitalization

712

• Quality of Life

Our responsibility is to serve as the catalyst for community partnerships, collaboration + change ensuring equity, resilience + sustainability for the most vulnerable El Pasoans by giving voice to the underrepresented, supporting a strong system of human services & investing in El Paso homes, families + neighborhoods.

HUD Entitlement

Composed of **4 federal grants** aimed at serving low to moderate income populations in following areas:

Neighborhood Development

- Housing
- Community Revitalization
- Quality of Life

Human Services

- Homelessness
- Health + Wellbeing
- Recreation + Lifestyle

\$ 2.23 million

\$ 8.34 million



Grant	<i>Projected</i> Allocation
CDBG Community Development Block	\$6,377,821 Grant
HOME Home Investment Partnership G	\$2,557,125 rant
ESG Emergency Solutions Grant	\$ 548,484
HOPWA	\$708,789

Housing Opportunities for Persons with AIDS

Planning Process

Policies + Procedures are approved by City Council / NOFA Released

Staff Develop Recommendations ·····> for Award Recommendations presented for Stakeholder and Public Comment

Applications

submitted

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····>

Review Panels (TARPs) and Steering Committee (SC) evaluation

Draft Annual Action Plan (AAP), introduced to City Council.



The planning process for the entitlement is a year long process that commences with the **council** adoption of policies + procedures moves through a robust process and culminates with **council** adoption of the final plan.

4 714

30-Day Public Comment Period Commences

Final AAP Adopted by City Council

Sept 1: Program Deployment Begins

Human Services

Addressing Homelessness



support programs



\$ 1.56 million

Goal 1: Cultivate an environment conducive to strong, sustainable, economic development
Goal 2: Set the Standard for a Safe and Secure City
Goal 8: Nurture + promote a healthy, sustainable community







These funds provide for support of a system of services resulting from a collaborative effort to enhance and expand services such as rental assistance, case management, street outreach, shelter and support services as well as permanent housing opportunities for individuals experiencing homelessness.

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Specialized Shelter: \$286,401

- 1. Center Against Sexual and Family Violence, Economic Stability at Homeless Shelter for Survivors of Domestic + Sexual Violence
- 2. YWCA, YWCA Homeless Program

Innovative Program Incubator: \$80,000

1. Opportunity Center for the Homeless, Justice Involved Case Management



Rental Assistance + Support Service: \$708,789

1. City of El Paso, Department of Public Health



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Human Services

Health + Wellbeing / Recreation + Lifestyle



\$ 665k

Goal 1: Cultivate an environment conducive to strong, sustainable, economic development

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

Goal 4: Enhance El Paso's quality of life through recreational, cultural + educational environments

Goal 8: Nurture + promote a healthy, sustainable community





Children + Youth: \$180,000

1. Child Crisis Center, Respite and Urgent Residential Care

2. CASA of El Paso, Court Appointed Special Advocates



Seniors + Persons with Disabilities: \$168,871

- 1. LULAC Project Amistad DBA Project Amistad, Money Management Program
- 2. Opportunity Center for the Homeless, Elderly Case Management



Recreational Set-Asides: \$30,000

1. YWCA, Seniors and Disabled Physical Recreation



Medical + Mental Health: \$286,401

1. Center Against Sexual and Family Violence, Mental Health Services for Survivors of Domestic Violence

2. Project Vida, Integrated Primary Health Care

Community Programs



Neighborhood Development

Community Revitalization / Quality of Life

projects



project

categories



Goal 4: Enhance El Paso's quality of life through recreational, cultural + education environments

Goal 8: Nurture + promote a healthy, sustainable community





Neighborhood Development

Housing

effordable housing units



\$4.2 million

DCHD has adjusted program policies to encourage private sector investment and financial leveraging of funds to produce more affordable housing units as prescribed in El Paso's Regional Housing Plan.

Goal 1: Cultivate an environment conducive to strong, sustainable, economic development

Goal 8: Nurture + promote a healthy, sustainable community





Neighborhood Development



Multi-Family / Single Family Housing



*FTHB funds may be shifted to Affordable Rental Housing and/or Occupied Rehabilitation if market conditions and HUD purchase price limits restrict utilization of the funds as intended.



Mission

Deliver exceptional services to support a high quality of life and place for our community



Integrity, Respect, Excellence, Accountability, People

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Neighborhood Development Housing

HOME funds will create, or make available, **89 affordable housing units** for low and moderate income El Pasoans through:

- Multi-Family Construction
- Single Family Rehabilitation
- First Time Homebuyer Assistance



Total Projected Funds: \$2,557,125

Goal 1: Cultivate an environment conducive to strong, sustainable, economic development **Goal 8:** Nurture + promote a healthy, sustainable community





Legislation Text

File #: 22-618, 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. City Attorney's Office, Victor Ivan Martinez, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. Connie Patterson-Jimenez v. City of El Paso Matter No. 21-1039-1930 (551.071)



Legislation Text

File #: 22-623, Version: 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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AGENDA LANGUAGE:

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Texas Gas Service - Request to Approve Continued Use of Financial Instruments for Hedging Gas Costs for the 2022-2023 Heating Season. Matter No. 22-1008-192 (551.071)



Legislation Text

File #: 22-622, Version: 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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AGENDA LANGUAGE:

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Application of El Paso Electric Company to Revise Its Energy Efficiency Cost Recovery Factor (EECRF) and Establish Revised Cost Caps, Public Utility Commission of Texas Docket No. 53551. Matter No. 22-1008-193 (551.071)



Legislation Text

File #: 22-621, Version: 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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AGENDA LANGUAGE:

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



Legislation Text

File #: 22-620, Version: 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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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)



Legislation Text

File #: 22-624, Version: 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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AGENDA LANGUAGE:

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Purchase, lease, exchange of real property located near East El Paso, Texas. Matter No. 22-1004-1384 (551.072)



Legislation Text

File #: 22-626, 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. 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.

Purchase, lease, exchange of real property held by El Paso Water Utilities-PSB. Matter No. 22-1009-1145 (551.072)



Legislation Text

File #: 22-627, 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. City Attorney's Office, Kyle Lasley, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font. **Quarterly Litigation Report. Matter No. 19-1021-1210 (551.071)**