

Oscar Leaser
Mayor

Tommy Gonzalez
City Manager



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

AGENDA FOR THE REGULAR COUNCIL MEETING

July 06, 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: 109-095-423#

AND

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

July 5, 2022

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 939-045-998#

Notice is hereby given that an Agenda Review Meeting will be conducted on July 5, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on July 6, 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, July 5, 2022 Conference ID: 939-045-998#
Regular Council Meeting, July 6, 2022 Conference ID: 109- 095-423#

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 members of City Council will be present via video conference:

Representatives Peter Svarzbein and Alexandra Annello

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

Bernie Sargent Recognition Day

El Paso Neighborhood USA Conference Month

Probation, Parole and Pre-Trial Services Week

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 the Minutes of the Regular City Council Meeting of June 22, 2022, the Agenda Review of June 21, 2022, the Work Session of June 21, 2022, and the Work Session of June 8, 2020. [22-833](#)

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS [22-892](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution authorizing the City Manager to sign an amendment to an Event Support Contract between the City of El Paso ("City") and Consortium Productions ("CRIT") for the 2022 Sun City CRIT re-scheduled for September 17, 2022. [22-838](#)

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

4. Approve a Resolution authorizing the City Manager or designee to submit an FY2023 grant application for the Motor Vehicle Crime Prevention Authority (MVCPA) and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant. The grant period will be from September 1, 2022 to August 31, 2023. Requesting grant funding for \$975,265 for personnel salaries, travel, and operating expenses. Cash Match amount will be \$378,420. If awarded, the grant will provide financial support to the Police Department's Auto Theft Task Force to combat motor vehicle theft, burglary of motor vehicles and fraud-related motor vehicle crime. [22-748](#)
5. The linkage to the Strategic Plan is subsection: 2.3 - Increase public safety operational efficiency. [22-860](#)

Award Summary:

That the City Manager be authorized to sign Contract No. 2022-0491R Stress Management for Firefighters between the City of El Paso ("City") and Integrity Employee Assistance, Inc., dba WellConnect for stress management services for the Fire Department employees and employees' dependents for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager, for an estimated total cost of \$240,000.00 for the first term and an estimated total cost of \$400,000.00 including the option to extend; and that service provider is to be paid based on the services performed.

Contract Variance:
No contract variance.

This is a Request for Qualifications, service contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to Integrity Employee Assistance, Inc., dba WellConnect, the sole proposer for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

6. A Resolution authorizing the City Manager to sign a Retail Lease by and between the City Of El Paso ("Landlord") and UETA of Texas Inc. ("Tenant") for use of the property known as 780 S. Zaragoza Rd., El Paso, Texas for an initial term of ten (10) years with two (2) renewal terms of an additional terms of 10 years each. [22-852](#)

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

7. A Resolution to authorize the City Traffic Engineer, in compliance with Title 12, Chapter 12.44 (Stopping, Standing and Parking Generally), Section 12.44.050 (Angle parking - Offset parking), to designate Five (5) offset angle parking spaces on the east side of N Boone St from Trowbridge Ave to the alley approximately 145 ft. south of Trowbridge Ave., the penalty being as provided in Section 12.84.010 of the El Paso City Code. [22-850](#)

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

8. Phillip T. Laign to the City Accessibility Advisory Committee by Representative Claudia L. Rodriguez, District 6. [22-831](#)

CONSENT AGENDA - BOARD APPOINTMENTS:

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

9. Martha E. Piekarski to the Tax Advisory Committee by Mayor Oscar Leeser. [22-880](#)

Goal 8: Nurture and Promote a Healthy, Sustainable Community

10. Rondriques A. Jackson to the Veteran Affairs Advisory Committee by Representative Aleksandra Anello, District 2. [22-882](#)
11. Lisa Turner to the Women's Rights Commission by Mayor Oscar Leaser. [22-888](#)

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

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

12. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. [22-856](#)

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Stiles General Contractors LLC referencing Contract 2021-0635 Grounds Maintenance Mowing - Parks. This will be a change order to increase the award by \$156,518.40 for a total amount not to exceed \$1,680,902.40. This change order will cover expenses for the remainder of the contract expiring on May 11, 2024.

Department: Streets and Maintenance
Award to: Stiles General Contractors LLC
El Paso, TX
Total Estimated Amount: \$156,518.40
Account No.: 532 - 2305 - 522210 - 32120 - P3215
Funding Source: Environmental Fee Fund
District(s): All

This is a Best Value, unit price contract.

13. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. [22-858](#)

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Gordon's Specialties, Inc. dba G.S.I. Highway Products referencing Contract 2021-0077 Guardrails and Wooden Posts. This will be a change order to increase the award by \$178,350.00 for a total amount not to exceed \$891,750.00. This change order will cover expenses for the remainder of the contract expiring on March 15, 2024.

Department: Streets and Maintenance
Award to: Gordon's Specialties, Inc. dba G.S.I. Highway Products
Hutchins, TX
Total Estimated Amount: \$178,350.00
Account No.: 532 - 1000 - 532030 - 32120 - P3210
Funding Source: General Fund

District(s): All

This is a low bid, unit price contract.

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

14. Discussion and action on a Resolution that the City Council of the City of El Paso recognizes and celebrates the month of July 2022 as Ivan Melendez Month in honor of El Paso Native and Texas Longhorn Ivan Melendez for being named the 35th recipient of the 2022 Dick Howser Trophy presented by The Game Headwear. [22-830](#)

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

15. Presentation and discussion on the Capital Improvement 3rd quarter update for active, programmed, and completed capital projects. [22-876](#)

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: 109-095-423#

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

16. An Ordinance adopting the "El Paso Complete Streets Policy - July 2022" as an addendum to the City of El Paso's Comprehensive Plan, "Plan El Paso". [22-844](#)

PUBLIC HEARING WILL BE HELD ON JULY 19, 2022

17. An Ordinance changing the zoning of a portion of the East 300 feet of North 150 feet of South 165 feet of Tract 9-D, First Supplemental Map of Parkland Addition, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-O (Apartment/Office) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [22-848](#)

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 Woodrow Bean Transmountain Drive and East of Bomarc Street

Applicant: CEA Group, PZRZ22-00015

PUBLIC HEARING WILL BE HELD ON AUGUST 2, 2022

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

18. An Ordinance authorizing the City Manager to sign an Offer to Sell, a deed, and any other documents necessary to convey approximately 1.432 acres of land to the United States of America and its assigns, Department of Homeland Security, U.S. Immigration and Customs Enforcement, legally described as portion of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. [22-837](#)

PUBLIC HEARING WILL BE HELD ON JULY 19, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

19. Discussion and action on the award of Change Order 7 for Solicitation [22-863](#)

2021-0811, Fire Station 10 (FS 10) Renovation to Veliz Construction for a total estimated award of \$1,771,017.59.

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

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

[22-839](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0398 Schuster Avenue Reconstruction to Jordan Foster Construction, LLC for an estimated total amount of \$6,795,718.50. This contract will consist of full street reconstruction roadway improvements to Schuster Avenue from Prospect Street to Campbell Street excluding the intersections at Mesa Street, Oregon Street and Stanton Street.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III and Base Bid IV
Initial Term:	395 Consecutive Calendar Days
Base Bid I:	\$4,956,417.50
Base Bid II:	\$588,418.00
Base Bid III:	\$447,508.00
Base Bid IV:	\$803,375.00
Total Estimated Award:	\$6,795,718.50
Funding Source:	2018 Certificates of Obligation
Accounts:	190-4743-580270-38290- PCP18ST012
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 and that Spartan Construction of Texas, Inc., be deemed non-responsive for not using the required bid bond form.

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.

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

[22-845](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0589 Doniphan Traffic Signals to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$1,423,491.70. The project scope consists of installation of traffic signals to address traffic congestion control deficiencies that will result in enhancing the intersection of Doniphan and Bird and Doniphan and West Green for pedestrians and vehicular traffic.

Department: Capital Improvement
Award to: ZTEX CONSTRUCTION, INC.
El Paso, TX
Item(s): Base Bid I and Base Bid II
Initial Term: 120 Consecutive Calendar Days
Base Bid I: \$612,720.80
Base Bid II: \$810,770.90
Total Estimated Award: \$1,423,491.70
Funding Source: 2017 Capital Plan
Accounts: 190-4721-580270-38290- PCP17ST031
190-4741-580270-38290- PCP17ST028
District(s): 8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC., the lowest responsive and responsible bidder.

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

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

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

22. The linkage to the strategic plan is subsection 7.5 - Set One Standard for Infrastructure Across the City.

[22-857](#)

Award Summary:

Discussion and action on the award of Solicitation No. 2022-0618 Vehicle Offsite Fueling (Re-Bid) to Alon Brands, Inc. for an initial term of three (3) years for a total estimated award of \$2,595,000.00. The award also includes a two (2) year option for an estimated amount of \$1,730,000.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$4,325,000.00. The award of this contract will allow for the fueling of City fleet at offsite locations.

Contract Variance:

No contract variance

Department:	Streets and Maintenance
Vendor:	Alon Brands, Inc. Dallas, TX
Initial Term:	3 years
Option Term:	2 years
Annual Estimated Award:	\$865,000.00
Initial Term Estimated Award:	\$2,595,000.00 (3 years)
Total Estimated Award:	\$4,325,000.00 (5 years)
Account No.:	560 - 3600 - 531240 - 37020 - P3701
Funding Source:	Internal Service Fund
District(s):	All

This is a Low Bid Requirements contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Department recommends award as indicated to Alon Brands, Inc., the sole, lowest and responsible bidder. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

23. An Ordinance changing the zoning of Lot 27, Block 6, Stiles Gardens, 7249 Dale Road, City of El Paso, El Paso County, Texas from A-2 (Apartment) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-657](#)

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: 7249 Dale Road
Applicant: Scott Winton, PZRZ21-00031
[POSTPONED FROM 06-22-2022]

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

24. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, Special Warranty Deed and any other documents necessary to convey to Franklin Mountain Communities, LLC, approximately 1.73 acres of land being described as a portion of Section 20, Block 81, Township 1 and portion of Section 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. [22-758](#)

REGULAR AGENDA - OTHER BUSINESS:

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

25. 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. [22-866](#)

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

26. Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement by and between the City of El Paso ("City") and the El Paso Independent School District (EPISD) to provide access to the City's OverDrive Digital Resource Collection through EPISD's single sign-on platform, thereby allowing EPISD students in grades K-12 to access Public Library Connect, a program that extends the City's Public Library digital collection and helps children gain greater access to reading materials. [22-864](#)

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

27. Discussion and action that the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for Traffic Management Center Upgrade Phase 2 project, which has an estimated total project cost of \$9,164,503.00 of which the estimated local government participation amount is estimated at \$725,914.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement. [22-832](#)

Goal 8: Nurture and Promote a Healthy, Sustainable Community

28. Discussion and action on a Resolution approving recommendations, as set forth in Exhibit A and Exhibit B, for the Neighborhood Improvement Program (NIP) Round 5 projects funded under the 2012 Quality of Life (QOL) bond, and Round 4 Project Adjustment/Reallocations. [POSTPONED FROM 06-22-2022] [22-751](#)
29. Discussion and action to adopt the 2022-2023 Annual Action Plan, including attached budgets, for projects to be funded under the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs. [22-853](#)
30. Discussion and action on a Resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive a projected \$474,257 in 2022-2023 Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2022-2023 HHSP funds from the City, as well as all certifications, performance reports, and other related documents. [22-854](#)

EXECUTIVE SESSION

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

Representatives Peter Svarzbein and Alessandra Annello

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

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

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

Discussion and action on the following:

- EX1.** Sinegal, Albert vs. City of El Paso; USDC Cause No. 3:19-CV-00107-KC; Matter No. 19-1026-10374 (551.071) [22-867](#)
- 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) [22-869](#)
- EX3.** Petition for El Paso Electric Company for Authority to Revise its Fixed Fuel Factor, Public Utility Commission of Texas Docket No. 53723. Matter No. 22-1008-197 (551.071) [22-870](#)
- EX4.** Texas Gas Service Company, a Division of ONE Gas, Inc. application to increase gas utility rates. Matter No. 22-1008-198 (551.071) [22-871](#)
- EX5.** Economic Incentives for an Infill Development located in West El Paso. Matter No. 22-1007-2920 (551.087) [22-873](#)
- EX6.** Economic development opportunity at the El Paso International Bridges. Matter No. 22-1010-1122 (551.087) [22-875](#)

ADJOURN

NOTICE TO THE PUBLIC:

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

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

<http://www.elpasotexas.gov/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-833, 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 the Minutes of the Regular City Council Meeting of June 22, 2022, the Agenda Review of June 21, 2022, the Work Session of June 21, 2022, and the Work Session of June 8, 2020.

DEE MARGO
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

CITY COUNCIL WORK SESSION MINUTES
June 8, 2020
9:05 AM

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

.....
The City Council of the City Council met on the above time and date via videoconference. Meeting was called to order at 9:17 a.m. Mayor Dee Margo present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Sam Morgan, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga.
.....

AGENDA

.....
1. Discussion and action with the Veterans Affairs Advisory Committee to update council on the status of Homelessness, Employment, and Marketing / Outreach for the El Paso Veteran and Military community.

Mr. Paul Albright, Chief Military Officer, and the following members of the Veterans Affairs Advisory Committee presented a PowerPoint presentation (copy on file in the City Clerk's Office) and responded to questions posed by Council members.

1. Mr. Lance Lehr
2. Mr. Bruce Biegel
3. Ms. Hope Jackson

The presentation included key concerns, critical gaps as well as recommendations related to unemployment. Statistical data was also provided regarding the current situation regarding homelessness in the veteran population and recommendations were made in order to address the problem in our City.

Mayor Margo and Representatives Svarzbein, Annello, Morgan, and Lizarraga commented.

The following City staff members commented:

1. Ms. Nicole Ferrini, Community and Human Development Director
2. Ms. Claudia Lujan, Interim Human Resources Director
3. Mr. Cary Westin, Senior Deputy City Clerk
4. Ms. Laura Cruz-Acosta, Strategic Communications Director
5. Mr. Tommy Gonzalez, City Manager

Ms. Carol Bohle, citizen, commented.

NO ACTION was taken on this item.

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

1. Overview

Mr. Tommy Gonzalez, City Manager, introduced the item and briefly talked about the partnership with the Health Authority in promoting wellness among the community. He provided statistics related to the number of positive cases and mortality rates and pointed out that current numbers in El Paso were below the national average. Mr. Gonzalez also provided information on the opening of seven new testing sites and the expansion of the contact tracing program while highlighting the associated job creation. He ended the overview by explaining that most of the COVID deaths were linked to people with underlying conditions such as obesity and diabetes.

- a. Update on Governor Abbott's Executive Orders and Local Emergency Directives.**
- b. Update on City Attorney's Office Support During COVID-19 Pandemic.**
- c. Update on Open Records Requests.**

Ms. Karla Nieman, City Attorney, briefed Council on the Governor's Executive Order No. GA-26 which emphasizes home standards related to gatherings and social distancing especially with people over the age of 65. She encouraged people to visit the [epstrong.org](https://www.epstrong.org) website for the latest updates on local directives and went over the immediate changes to occupancy limits for different types of businesses to include outdoor and indoor settings. Ms. Nieman also explained that upcoming changes to occupancy limits for dine-in services at restaurants were expected. She concluded with the number of open records requests handled by a skeleton crew due to the pandemic.

2. Cross-Functional Team Operations

Fire Chief Mario D'Agostino continued the presentation by providing a summary of the short and long-term mitigation efforts. These included the promotion of wearing face masks, seeking testing, and following the stay at home order. Chief D'Agostino also spoke about the importance of communication and coordination with all stakeholders and ended his presentation by illustrating the various tasks conducted by the cross-functional team.

3. Team Report Outs:

1. Health Focus

Dr. Hector Ocaranza, Local Health Authority, shared information regarding the epidemiology of the virus and explained that it is transmitted person to person by the spread of droplets in the air that can travel up to 6 feet. He added that the spread of the virus could also occur by touching a contaminated surface like plastic

or metal and then touching one's face.

2. Testing Recap and Update

Ms. Tracey Jerome, Deputy City Manager, provided information related to the expansion of testing sites in addition to public/private partnerships across the city to include rural areas. She ended her update by providing data on the ongoing workforce antibody testing project along with a nursing home and shelter testing program.

3. Data Analysis

Mr. David Coronado, International Bridges Director, provided information on the decline of traffic on international bridges, airline travel, Sun Metro ridership, industrial production, the increase of unemployment rates and the volatility of the Peso-Dollar exchange rate related to the pandemic.

4. Planning and Implementing Key Infrastructure

Mr. Sam Rodriguez, City Engineer, briefed Council members on upcoming item to be approved related to work being done to City owned properties to be used as clinics and laboratory facilities.

5. Logistics and Education

Mr. Bruce Collins, Purchasing and Strategic Sourcing Director, presented information related to changes in the procurement process to accommodate for the break in the national supply chain. He also provided updates to clauses in contracts and purchase orders allowing for federal and state grant compliance during the pandemic.

The presentation was then turned over to Ms. Dionne Mack, Deputy City Manager, who proceeded to brief Council on the functions of the Cluster Management Task Force which include educating and assessing testing on specific facilities that house at-risk populations such as nursing and correctional/detention facilities.

6. Compliance and Service Delivery

Ms. Ellen Smyth, Environmental Services and Sun Metro Managing Director, went over updates to the termination of certain air travel restrictions, to include the elimination of quarantines upon arrival at destinations and capacity allowances for restaurants, parks, movie theaters, bars, and gyms.

Additionally, Ms. Smyth provided information on free community mobile testing sites and antibody testing offered to front line City employees. She highlighted the compliance efforts led by Code Enforcement Officers to aid in adhering to State directives.

In reference to public transportation, Ms. Smyth shared information on an enhanced Sun Metro Sunday schedule adding extra units to relieve areas with passenger overflow. She also mentioned that additional transportation would be available via a

contract with Amistad for individuals who do not have any means to get to a test site.

7. Financial Focus

Mr. Robert Cortinas, Chief Financial Officer, briefed Council members on the different federal grants received by the City of El Paso totaling \$182,515,480 along with a breakdown by agencies providing the funding. Mr. Cortinas also explained that a COVID Relief Fund (CRF) training was being provided by a cross functional team to guide staff from departments on eligible expenses, internal processes and procedures for expending funds.

8. Community Vulnerabilities and Human Services

- a) Stakeholder Engagement
- b) Notice of Funding Availability

This portion of the presentation was covered by Ms. Nicole Ferrini, Community and Human Development. She talked about the support provided to the community by her team in order to alleviate the challenges exacerbated by the pandemic, such as housing affordability, utility cost burden, and access to food.

Ms. Ferrini also spoke about the El Paso United COVID-19 Transition Task Force comprised of groups, such as hospitals and universities, and individuals, such as medical professionals and legislators. She explained that its purpose was to research, create, advance, and present a comprehensive plan based on medical research to meet specific medical needs and keep our community safe while allowing El Paso businesses to reopen.

Ms. Araceli Guerra, Information Technology Services Director, commented.

9. Economic Recovery

Ms. Jessica Herrera, Economic and International Development Director, briefed Council on the different loans and grants that will be offered. Ms. Herrera shared information on the funding allocation that will target the most vulnerable in our business community to include small businesses and individuals recently unemployed. She also shared the results of the *El Paso Safe* contest that challenged El Pasoans to submit a public service announcement to help in the fight against the spread of COVID-19.

Ms. Herrera reviewed the Pledge to Safety voluntary program that asks El Paso-area businesses to commit to following nine safety protocols to prevent the spread of COVID-19 as our economy reopens. She ended her update with a calendar of events and webinars available to the community and business owners along with resources available to assist during the pandemic. Finally, she highlighted the series of binational conversations between the City of El Paso and Ciudad Juarez, Mexico aimed at helping the community.

10. Operations Focus (Cary Westin)

Mr. Cary Westin, Senior Deputy City Manager, took over the presentation and

provided information on a three phased back to work plan. He also explained the measures being taken to get City facilities ready, to include the cleaning and disinfecting of areas, the installation of protective barriers at service counter areas and the reconfiguration of workspaces to ensure proper distancing.

11. Other Key Focus Areas:

a) Promising Practices (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, concluded the presentation by thanking local partners such as the El Paso County and El Paso Independent School District, as well as various state, national, binational and global partners.

Mayor Margo and Representatives Svarzbein, Annello, Hernandez, Morgan, and Lizarraga commented.

Mr. Jose Barriga, citizen, commented.

NO ACTION was taken on this item.

.....
ITEMS 3 AND 4 WERE TAKEN TOGETHER

3.

ORDINANCE 019061

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

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

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

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

WHEREAS, pursuant to El Paso City Code Section 2.48.020(C), a local state of disaster declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of City Council; and

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

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

WHEREAS, on April 13, 2020, the City Council adopted Emergency Ordinance No. 019050, Re-Enacting Emergency Ordinance No. 019035 Extending a Disaster

Declaration Due to a Public Health Emergency; and

WHEREAS, on May 11, 2020, the City Council adopted Emergency Ordinance No. 019055, Re-Enacting Emergency Ordinance No. 019035 Extending a Disaster Declaration Due to a Public Health Emergency; and

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

WHEREAS, Emergency Ordinance No. 019055 which re-enacts Emergency Ordinance No. 019035 is set to expire on June 10, 2020; and

WHEREAS, the number of COVID-19 cases in the City of El Paso continue to rise with the existence of over 2,750 cases in El Paso; and

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

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

1. That the state of disaster proclaimed for the City of El Paso by the Mayor on March 13, 2020, and extended by Emergency Ordinance No. 019035 on March 17, 2020, re-enacted through Emergency Ordinance No. 019050 on April 13, 2020 and re-enacted through Emergency Ordinance No. 019055 on May 11, 2020, is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

4.

ORDINANCE 019062

**AN EMERGENCY ORDINANCE
AMENDING AND RE-ENACTING EMERGENCY ORDINANCE NO. 019036;
PENALTY AS PROVIDED IN SECTION 8**

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

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

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

WHEREAS, on March 17, 2020, the City Council, pursuant to City Charter

Section 3.10, adopted Emergency Ordinance No. 019036 to meet a public emergency affecting, life, health, property or the public peace; and

WHEREAS, on March 30, 2020, the City Council adopted Emergency Ordinance No. 019045, amending Emergency Ordinance No. 019036; and

WHEREAS, on April 13, 2020, the City Council adopted Emergency Ordinance No. 019051, an Emergency Ordinance Amending and Re-Enacting Emergency Ordinance No. 019036; and

WHEREAS, on May 11, 2020, the City Council adopted Emergency Ordinance No. 019056, an Emergency Ordinance Re-Enacting Emergency Ordinance No. 019036, as amended and

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

WHEREAS, Emergency Ordinance No. 019056 which re-enacts Emergency Ordinance No. 019036 is set to expire on June 10, 2020; and

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

WHEREAS, the City Council desires to re-enact and amend its March 17, 2020, Emergency Ordinance No. 019036 to align with existing federal and state laws and guidance, which shall take effect on June 8, 2020, and remain in effect until July 8, 2020 or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order; and

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

That Emergency Ordinance No. 019036 is re-enacted and amended to read as follows:

1. STATE AND FEDERAL GUIDANCE

The City authorizes the Emergency Management Director or designee to update, restrict and promulgate regulations necessary to comply with Federal, State, and Local authorities' guidance in relation to COVID-19.

2. CITY BOARDS AND COMMISSIONS

- a) Unless required by State law, all City boards and commission meetings are suspended while this ordinance is in effect.
- b) Any boards and commissions that must meet pursuant to State law should meet pursuant to the Texas Open Meetings Act as provided by the suspension of the Open Meetings Act provisions approved by the Texas Governor and institute best practices in an effort to reduce in person meetings.

3. PRICE CONTROLS

A person shall not sell any of the following goods or services for more than the price the person charged for the goods or services on March 13, 2020:

- a) groceries, beverages, toiletry articles, ice;
- b) construction and building materials and supplies, and earthmoving equipment and machinery;
- c) electrical and gas generating and transmission equipment, parts and accessories;
- d) charcoal briquettes, matches, candles, lamp illumination and heat unit carbides, dry batteries, light bulbs, flashlights, and hand lanterns;
- e) hand tools (manual and power), hardware and household supplies, and equipment rental;
- f) automotive parts, supplies, and accessories;
- g) plumbing and electrical tools and supplies;
- h) apartment, duplex, multi-family dwelling, rooming house, hotel and motel rental;
- i) motor oil, kerosene, grease, and automotive lubricants;
- j) restaurant, cafeteria, and boarding-house meals;
- k) services of roofing and building contractors, plumbers, electricians, mechanics, tree surgeons, and automobile wrecker companies;
- l) medicine, pharmaceutical, and medical equipment and supplies;
- m) blankets, quilts, bedspreads, bed linens, mattresses, bedsprings, bedsteads, towels, toilet paper; and
- n) furniture and clothing.

4. SUSPENSION AND MODIFICATION OF ORDINANCES

- a) The following ordinances are hereby suspended or modified as indicated:

- i. Any ordinance or regulation that imposes an obligation upon the City to deliver in less than five (5) business days any non-essential good, or service, as determined by the Mayor, is hereby suspended.
- ii. Ordinance number 016736 is hereby modified to read as follows:

Ordinance granting the authority to the City Manager or designee to enter into and sign certain contracts on behalf of the City is hereby amended to authorize the City Manager to negotiate and enter into contracts, including the issuance of purchase orders, on behalf of the City and sign and bind the City for contracts for the acquisition of goods and services in an amount that exceeds \$50,000 per annum, in order to take immediate action to relieve the emergency necessity of the municipality's residents, to preserve the property of the municipality, and to protect the health, safety, and welfare of the municipality's residents.

- iii. El Paso City Code Sub-section 12.56.020(F), second sentence of the first paragraph, as stated below is hereby suspended and temporarily replaced with the following:

Parking meter fees shall apply in all areas between the hours of 8:00 a.m. and 6:00 p.m. of every day except on officially designated city holidays and Sundays. The International Bridges Director shall make recommendations to city council for exceptions to the days and times when parking meter fees shall apply, except that, for the duration of the local disaster declaration, the Director of International Bridges or designee may, without recommending to City Council, select as exempt from the parking meter fees those parking meters that enable convenient access to Essential Businesses as identified in the City's Stay Home, Work Safe Directive.

The Exceptions within 12.56.020(F) are not suspended or amended, and remain in full force and effect.

- b) The suspension or modifications of the ordinances and regulations listed in Subsection (a) shall remain in effect for 30 days, unless re-enacted in accordance with City Charter 3.10 or until the state of disaster is terminated, whichever is sooner.

5. MOVEMENT OF PEOPLE AND OCCUPANCY OF PREMISES

- a) Except as allowed by federal, state or local law, individuals are prohibited from socially gathering in a group larger than 10 individuals (including those within the individual's household) in a single space.

For purposes of clarity, this does not prohibit people from visiting a variety of places, including grocery stores, gas stations, churches, and banks, so long as the necessary precautions are maintained to reduce the transmission of COVID-19.

- b) Until allowed by the Texas Governor, arcades shall remain closed.
- c) Restaurants may remain open as allowed by the Texas Governor and pursuant to current El Paso Health Authority Orders for Restaurants, as amended.

6. TEMPORARY ASSISTANCE

The City urges all businesses to provide two weeks of paid sick leave to employees that succumb to COVID-19, are caring for someone with COVID-19, or are subject to quarantine. The City further urges businesses to apply for any available federal funding for the provision of paid sick leave.

7. UTILITIES & RESIDENCE

Residents and commercial tenants are responsible for paying their respective utility, mortgage and rent bills.

Landlords and tenants are encouraged to in good faith work out deferred payment plans or long term payment plans; however,

- a) No local utility shall discontinue the provision of cable, internet, water, gas,

waste removal and electric utility services to a residential or commercial customer for lack of payment while this ordinance is in effect.

- b) To the extent allowed by law, no landlord shall evict a tenant for lack of payment while this ordinance is in effect.

8. PENALTIES

- a) These regulations shall have the effect of ordinances when duly filed with the City Clerk.
- b) A person who violates any provision of these regulations, upon conviction, is guilty of a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00).

9. EMERGENCY

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

This emergency ordinance shall take effect immediately upon its adoption and publication and it is accordingly so ordained. This ordinance shall remain in effect for 30 days, unless re-enacted in accordance with City Charter section 3.10 or until the state of disaster is terminated, whichever is sooner.

10. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, sentences, paragraphs and sections of this ordinance are severable. If any part of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, sentences, paragraphs and sections.

Ms. Karla Nieman, City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Hernandez and Rivera commented.

Mr. Russ Pfeiffer, Vice President of Fuel Strategies and Financial Services, commented.

1ST MOTION

Motion made by Representative Morgan, seconded by Representative Rodriguez, and unanimously carried to **AMEND** item 4, Emergency Ordinance re-enacting Emergency Ordinance No. 019036 section 3, subsection i), to strike out the words "gasoline" and "diesel".

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

NAYS: None

2ND AND FINAL MOTION

Motion made by Representative Morgan, seconded by Representative Annello, and unanimously carried to **ADOPT** the Emergency Ordinances.

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

NAYS: None

Mayor Margo consented to the adoption of the Emergency Ordinances.

5. Budget Update - Chime In!

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

Representative Svarzbein commented.

Mr. Tommy Gonzalez, City Manager, commented.

Mr. Jose Barriga, citizen, commented.

NO ACTION was taken on this item.

6. Presentation and discussion on Capital Improvement Program Quarterly update for active, deferred and completed capital projects.

Mr. Sam Rodriguez, City Engineer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Annello, and Lizarraga commented.

NO ACTION was taken on this item.

7. Quality of Life Portfolio Update: COVID-19 Crisis Impacts, Responses and Reopening (Phase 1).

Ms. Tracey Jerome, Deputy City Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Hernandez, and Rivera commented.

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

Mr. Manuel Feliberti, citizen commented.

A letter from Ms. Fabiola Campos was read into the record by Ms. Laura D. Prine, City Clerk.

NO ACTION was taken on this item.

8. Presentation and discussion on the impacts of COVID-19 on Airport revenues, CARES funding, and the financial sustainability of the airport, focusing on employee and passenger safety, data, and the plan for recovery.

Mr. Sam Rodriguez, Chief Operations and Transportation Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

NO ACTION was taken on this item.

-
9. Review of May 31, 2020 and June 2, 2020 Public Assemblies in Memory of Mr. George Floyd.

Assistant Police Chief Peter Pacillas presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Annello, Hernandez, and Rodriguez commented.

The following City staff members commented:

1. Police Chief Greg Allen
2. Mr. Tommy Gonzalez, City Manager

The following members of the public commented:

1. Ms. Veronica Carbajal
2. Ms. Cemelli de Aztlan
3. Ms. Destiny Garcia
4. Mr. Aaron Joseph Montes
5. Mr. William Ahee
6. Ms. Camille Carlos
7. Ms. Emma Bowar
8. Mr. Ryan Bracamontes
9. Mr. Diego Carlos
10. Ms. Lisa Turner
11. Mr. Adriano Perez

NO ACTION was taken on this item.

-
10. Presentation and discussion on the El Paso Police Department's community engagement efforts.

Assistant Police Chief Victor Zarur briefed Council members on the item.

The following members of the public commented:

1. Mr. William Ahee
2. Mr. Fernando Garcia
3. Mr. Sito Negron on behalf of Senator Jose Rodriguez
4. Ms. Hannah Hollandbyrd

NO ACTION was taken on this item.

.....

EXECUTIVE SESSION

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Svarzbein, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 7:29 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 item:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

Motion made by Representative Morgan, seconded by Representative Salcido, and unanimously carried to adjourn the Executive Session at 8:55 p.m. and **RECONVENE** the meeting of the City Council during which time motions were made

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

NAYS: None

.....

EX1. Public Utility Commission of Texas Docket No. 50477 Application of El Paso Electric Company to Implement the Merger Rate Credit in Compliance with Settlement and Order in Docket No. 49849 (Joint Report & Application of El Paso Electric Company, Sun Jupiter Holdings, LLC and IIF, US Holding 2 LP for regulatory approvals under PURA §§ 14.01, 39.262, and 39.915) Matter: 19-1008-126.003. (551.071) (551.087)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Morgan, and unanimously carried that the City Council of the CITY OF EL PASO **APPROVES** the Application of El Paso Electric Company to Implement the Merger Rate Credit in Compliance with Settlement and Order in Docket No. 49849 filed March 30, 2020 with the Public Utility Commission of Texas Docket No. 50477.

Further, the City Attorney is authorized to communicate the City's agreement to the proposed order filed with the Public Utility Commission of Texas in Docket No. 50477 on March 30, 2020. EPE is ordered to reimburse the City for its reasonable and necessary expenses incurred in this application and in Docket 50477 at the Public Utility Commission of Texas.

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

NAYS: None

ABSTAIN: Representative Rodriguez

.....

EX2. Application of El Paso Electric Company to Implement Second Updated Refund Tariff for Federal Income Tax Rate Decrease in Compliance with Docket No. 46831; Under the City's Original Jurisdiction and Public Utility Commission of

Texas Docket No. 50575; Matter: 20-1008-140. (551.071) (551.087)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried that the City Council of the CITY OF EL PASO **APPROVES** the Application of El Paso Electric Company to Implement Refund Tariff for Federal Income Tax Rate Decrease in Compliance with Docket 50575 filed with the City of El Paso on March 1, 2020, with the rates in Rate schedule FTRF Update.

Further, the City Attorney is authorized to communicate the City's agreement in the Public Utility Commission of Texas Docket No. 50575 on May 18, 2020. EPE is ordered to reimburse the City for its expenses incurred in this application and expenses incurred in Docket 50575 at the Public Utility Commission of Texas.

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

NAYS: None

ABSTAIN: Representative Rodriguez

.....

EX3. Coronavirus Relief Fund Sub-recipient Agreements for Economic Development and Community Development programs. Matter No. 20-1052-1069.046 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried, that the City Council of the CITY OF EL PASO **AUTHORIZES** the City Attorney's Office and the City Manager or designee, to negotiate agreements to establish the City programs listed in the Notice of Funding Availability issued by the City.

Further, the City Council of the CITY OF EL PASO authorizes the City Attorney's Office and the City Manager or designee, to negotiate future CARES Act-Coronavirus Relief Fund Subrecipient contracts.

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

NAYS: None

.....

EX4. Economic Incentives for a Warehouse Distribution Company to be located in the City of El Paso. (19-1007-2515) (551.071) (551.087)

NO ACTION was taken on this item.

.....

EX5. Proposed Real Estate Acquisitions for Open Space in the City of El Paso. (20-1004-1098) (551.071) (551.072)

NO ACTION was taken on this item.

.....

ADJOURN

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera and unanimously carried to **ADJOURN** this meeting at 9:00 p.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, 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

MINUTES FOR REGULAR COUNCIL MEETING

June 22, 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 9:00 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Alexsandra Annello, Joe Molinar, Isabel Salcido, and Cissy Lizarraga. Peter Svarzbein joined via videoconference and Cassandra Hernandez requested to be excused. Late arrivals: Henry Rivera at 9:01 a.m. and Claudia Rodriguez at 9:17 a.m.

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

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

El Paso Athletic Hall of Fame and El Paso Sports Commission Week

National Cancer Survivor Month

Karla Yvette Sierra Day

RECOGNITIONS BY MAYOR

Star on the Mountain Award – Sergeants Major Academy's 50th Anniversary

The Regular City Council meeting was **RECESSED** at 9:45 a.m. in order to take photos with the groups being recognized

The Regular City Council meeting was **RECONVENED** at 10:06 a.m.

NOTICE TO THE PUBLIC

Motion made by Alternate Mayor Pro Tempore Lizarraga, 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

ABSENT: 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 June 7, 2022, the Agenda Review Meeting of June 6, 2022, the Work Session of June 6, 2022, the Special Meeting of June 6, 2022, the Work Session of May 23, 2022, the Work Session of June 6, 2020, and the March 30, 2020 Corrected Minutes.

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

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

*Motion made, seconded, and unanimously carried to **EXCUSE** Representative Cassandra Hernandez from the Regular City Council Meeting of June 22, 2022.

.....
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, 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 at the intersection of Hawkins Boulevard and Shuttle Columbia Drive, legally described as a 0.0357-acre Portion of Lot 2, Block 21, El Paso International Airport Tracts Unit 11, City of El Paso, El Paso County, Texas a subdivision recorded in Volume 71, Page 29, File No. 96028634 of the plat records of El Paso County, Texas.

4. ***RESOLUTION**

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

That the City Manager be authorized to sign a Consent to Assignment from MARTIN BUILDING, LLC, to 204 MILLS PARTNERS, LLC, with respect to the City of El Paso's Chapter 380 Agreement for the renovation, restoration and rehabilitation of a commercial property located at 204 E. Mills, El Paso, Texas.

5. **RESOLUTION**
.....

WHEREAS, Texas House Bill No. 4730, 86th Session of the Texas Legislature, Regular Session, created the City of El Paso Municipal Management District No. 1 ("MMD1") effective January 1, 2020; and

WHEREAS, during the March 17th, 2020 regular council meeting, the City Council of the City of El Paso consented to the creation of the MMD1 located within the boundaries of the City of El Paso, Texas.; and

WHEREAS, the City Council of the City of El Paso, Texas appointed five persons to serve as initial directors for MMD1; and

WHEREAS, Section 375.064 of the Texas Local Government Code and Section 3972.0203 of Texas Special District Local Laws Code provide that each succeeding Board of Directors of the MMD1 ("Board") shall recommend, to the City Council of the City of El Paso, persons to serve on the Board; and

WHEREAS, during the January 11th, 2022 meeting the Board approved recommending James Feagin, Brent D. Harris, and Scott Weaver be reappointed to the Board.

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

That the City Council of the City of El Paso hereby appoints the following persons to serve as Directors on the Board for the City of El Paso Municipal Management District No. 1, for four-year terms expiring in June 2026:

1. James Feagin
2. Brent D. Harris
3. Scott Weaver

Ms. Elizabeth Triggs, Economic and International Development Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office)

Representatives Annello and Molinar commented.

1ST MOTION:

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA**.

2ND AND FINAL MOTION:

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

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

NAYS: None

ABSENT: Representative Hernandez

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

6.

***RESOLUTION**

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

That the City Manager be authorized to sign Addendum No. 1 to Collective Bargaining Agreement between the City of El Paso and El Paso Municipal Police Officers' Association relating to the implementation of the Lateral Police Officer Program.

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

7.

***RESOLUTION**

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

THAT the City Manager be authorized to sign a First Amendment to the On-Call Agreement for Professional Services (Appraisal Services) between the City of El Paso and CBRE, Inc., (the "Agreement") amending the term of the Agreement from two years to three years; increasing the maximum contract amount for the term from \$100,000.00 to \$300,000.00; and providing for two one-year options to extend the Agreement with each option increasing the contract amount by an additional \$100,000.00, for a total contract amount, including options, not to exceed \$500,000.00.

8.

***RESOLUTION**

WHEREAS, Ordinance 16090 grants the El Paso Electric Company ("**El Paso Electric**") a franchise to construct, reconstruct, repair, maintain, use and operate in, over, or under the present and future streets, alleys, public ways parks, and public places of the City of El Paso, facilities for the transmission and distribution of electrical energy and broadband over power line communications; and

WHEREAS, Ordinance 16090 also provides that the City shall have the power at any time to require El Paso Electric to change the route or position of its poles, lines, conduits, or other construction at El Paso Electric's expense when the El Paso 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 parks and public improvements, the construction of private buildings, the construction or use of driveways, and under other conditions which the City Council shall find necessary under the lawful exercise of its police power; and

WHEREAS, El Paso Electric currently has infrastructure and facilities located on various property, public spaces, and rights of way belonging to the City of El Paso; and

WHEREAS, the City Council, in Ordinance 16015, delegated the City Manager and/or his designees the authority to sign any documents and plans relating to City contracts or projects that need an official City Approval or authorization.

WHEREAS, the City Council, in Ordinance 16015, delegated the City Manager and/or his designees the authority to perform certain tasks or handle other items of an administrative nature that previously had come before the Council.

WHEREAS, the El Paso Electric shall be required to change the route or position or other construction at El Paso Electric's expense of its infrastructure that is necessary for the construction and maintenance of city public improvements.

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

1. That the City Council finds that the relocation of El Paso Electric poles, lines, conduits, other construction, or improvements is necessary when associated with various City of El Paso projects including but not limited to 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 parks and public improvements, the construction of private buildings, the construction or use of driveways, and under other conditions.
2. That in accordance to Ordinance 16090, the City of El Paso requires the El Paso Electric Company to change the route or position of its poles, lines, conduits, or other construction at the El Paso Electric Company's expense.
3. That the City Manager or his/her designee is authorized to sign a Letter of Resolution, in a substantially similar format as shown in Exhibit A, directing El Paso Electric to change the route or position of its infrastructure in order to facilitate the construction and work associated with City construction projects.
4. That the City Engineer or his/her designee is authorized, and directed, to coordinate with El Paso Electric to identify the specific El Paso Electric infrastructure that will need to be relocated to accommodate the construction of the city improvements, any adjacent property, public areas, and rights of way.

.....
CONSENT AGENDA – BOARD APPOINTMENTS:
.....

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

9. *Motion made, seconded, and unanimously carried to **APPOINT** Holt Grambling to the Tax Increment Reinvestment Zone Number Five by Mayor Oscar Leeser.

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

10. *Motion made, seconded, and unanimously carried to **APPOINT** Alfredo Borrego to the Community Development Steering Committee by Representative Alexsandra Anello, District 2.

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

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

11. *Motion made, seconded, and carried to **APPROVE** the tax refunds listed on the attachment posted with this agenda be approved.
1. Maria de Jesus Garcia, in the amount of \$2,500.00 made an overpayment on May 16, 2022 of 2021 taxes. (Geo. # M946-999-0130-1600)
 2. Texas Title, in the amount of \$2,505.94 made an overpayment on March 13, 2020 of 2019 taxes. (Geo. # T281-999-0050-1800)

3. Alcantar Enterprises, LLC, in the amount of \$5,991.97 made an overpayment on March 24, 2022 of 2021 taxes. (Geo. # V893-999-1130-4200)

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

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

12. *Motion made, seconded, and unanimously carried to **NOTE** the receipt of campaign contribution of five hundred dollars or greater by Representative Claudia L. Rodriguez in the amount of \$2,500.00 from JP Bryan.

.....
CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS:
.....

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

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

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

That the City Manager, or designee, is authorized to sign a Letter Agreement by and between the City of El Paso ("Sponsor") and EL PASO STADIUM OPERATIONS COMPANY, a series of MountainStar Baseball, LLC, a Texas series limited liability company (the "Club"), for the purpose of advertisement and promotion of The City of El Paso's International Airport until September 30, 2024.

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

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

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

WHEREAS, El Paso is home to thousands of LGBTQIA+ people; and

WHEREAS, on June 9, 2020, the City Council of the City of El Paso accepted the donation of a Pride flag from EP Sun City Pride and has since then, displayed the Pride flag at City Hall in support of El Paso's LGBTQIA+ community; and

WHEREAS, the rainbow flag is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQIA+ people in society; and

WHEREAS, all human beings are born free and equal in dignity and rights. LGBTQIA+ individuals have had immeasurable impact to the cultural, civic and economic successes of our country; and

WHEREAS, the City of El Paso is committed to supporting visibility, dignity and equality for LGBTQIA+ people in our diverse community; and

WHEREAS, while society at large increasingly supports LGBTQIA+ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, this nation was founded on the principle that every individual has infinite dignity and worth, and the City of El Paso calls upon the people of this municipality to embrace this principle and work to eliminate prejudice everywhere it exists; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for El Paso's LGBTQIA+ community, and is an opportunity to act and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

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

That the month of June 2022 shall be recognized as Pride Month in support of the LGBTQIA+ community.

That the City of El Paso recognizes all LGBTQIA+ residents whose influential and lasting contributions to our neighborhoods make the City of El Paso a vibrant community in which to live, work and visit.

That the City Council accepts the donation of a Progress Pride Flag from EP Sun City Pride; and

That on June 22, 2022, the City of El Paso will fly the Progress Pride Flag at City Hall in recognition of EP Sun City Pride; and

That every year, for the month of June, the City will fly the Progress Pride Flag at City Hall in support of El Paso's LGBTQIA+ community.

Representatives Annello and Rivera commented.

The following members of the public commented:

1. Regina Mendoza, Sun City Pride Community Outreach Director
2. Leroy Edgar Herrera

1ST MOTION:

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of 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

ABSENT: Representative Hernandez

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

15.

RESOLUTION

WHEREAS, in 1863, President Abraham Lincoln issued the Emancipation Proclamation declaring all slaves free; however, this freedom was not made known to many enslaved Black Americans until two years after its passage; and

WHEREAS, Juneteenth recognizes that on June 19, 1865, the last enslaved people in Galveston, Texas were informed that slavery had been abolished, and Black Americans who had been slaves in the Southwest celebrated June 19, commonly known as “Juneteenth Independence Day”, as inspiration and encouragement for future generations; and

WHEREAS, Juneteenth provides an opportunity for the City to celebrate Black American heritage and honor the lives, sacrifices, and contributions that are woven into the American fabric; and

WHEREAS, Juneteenth also acknowledges America’s commitment to liberty and equality in accordance with the Constitution of the United States, along with the Emancipation Proclamation, and the 13th Amendment to the Constitution which abolished slavery, ratified by Congress on December 6, 1865; and

WHEREAS, the candid acknowledgement of this history is necessary if we, as a nation, state, or city, are successful in our effort to build a truly equitable community that exemplifies and promotes the fundamental American values of freedom, diversity, equality, liberty, and justice; and

WHEREAS, there are many individuals and organizations around the City of El Paso, such as Black El Paso Voice and the Inter Club Council of El Paso, who focus their efforts to promote Black American voices and culture as well as to preserve Black American history and struggles;

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

THAT the City of El Paso recognizes June 19, 2022, as Juneteenth Independence Day in celebration of the culturally important role of emancipation and the work towards that liberation in our past, present and future; and recognizes and commends the efforts of organizations like Black El Paso Voice and the Inter Club Council of El Paso for promoting and preserving Black American culture in the City of El Paso.

Mayor Leeser and Representative Annello commented.

The following members of the public commented:

1. Ms. Monica Tucker, Black El Paso Voice Co-Funder

1ST MOTION:

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the **REGULAR AGENDA**.

2ND AND FINAL MOTION:

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

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

16.

RESOLUTION

WHEREAS all eight districts of the City of El Paso received a budget of \$375,000 to utilize on Neighborhood Improvement Projects as part of the fifth round of the 2012 Quality of Life Bonds Neighborhood Improvement Project funding; and

WHEREAS District 1 received funds in the total amount of \$459,415, which includes a rollover amount of \$84,415; and

WHEREAS the Borderland Neighborhood Association project requested \$64,350 to improve Borderland Park by purchasing and installing a security camera system; and

WHEREAS Borderland Park will receive partial funding in the amount of \$58,091; and

WHEREAS the City Council Representative for District 1 recommends the allocation of \$6,259.00 from District 1's discretionary funds to fully fund the Borderland Neighborhood Association's project; and

WHEREAS the City Council finds that the expenditure of District 1 discretionary funds serves a municipal purpose of setting the standard for a safe and secure city while enhancing El Paso's quality of life.

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

THAT, the City Council declares that the expenditure of the discretionary funds from City Council District 1 in the amount not to exceed \$6,259.00, to fund the Borderland Neighborhood Association's Project of purchasing and installing a security camera system for Borderland Park, serves a municipal purpose of setting the standard for a safe and secure city while enhancing El Paso's quality of life.

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

1ST MOTION

*Motion made, seconded, and unanimously carried to **TAKE** the item with item #43.

2ND AND FINAL MOTION:

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

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

NAYS: None

ABSENT: Representative Hernandez

17. **ITEM:** Discussion and action to direct the City Manager to designate March 31st of each year as an official City of El Paso holiday as part of continued efforts to address systemic barriers to racism and better include, celebrate, and uplift communities of color in honor of Cesar Chavez Day.

Mayor Leeser and Representative Rivera commented.

The following members of the public commented:

1. Ms. Isela Castanon Williams
2. Ms. Dora Oaxaca
3. Mr. Jaime Abeytia
4. Ms. Sylvia Acosta

Letters of support from Congresswoman Veronica Escobar and State Senator Cesar Blanco were read into the record by Ms. Laura D. Prine, City Clerk.

1ST MOTION:

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the **REGULAR AGENDA**.

2ND AND FINAL MOTION:

Motion made by Representative Rivera, seconded by Representative Annello, and unanimously carried to **DIRECT** the City Manager to designate March 31st of each year as an official City of El Paso holiday as part of continued efforts to address systemic barriers to racism and better include, celebrate, and uplift communities of color in honor of Cesar Chavez Day.

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

NAYS: None

ABSENT: Representative Hernandez

.....
REGULAR AGENDA – OPERATIONAL FOCUS UPDATES
.....

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

18. Texas Department of Transportation (TxDOT) operational update on projects currently in design and estimated completion dates for construction projects to include reporting on aesthetic/landscaping elements.

Ms. Jennifer Wright, TxDOT Public Affairs Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Lesser and Representatives Svarzbein, Molinar, and Salcido commented.

Mr. Tommy Gonzalez, City Manager, commented.

NO ACTION was taken on this item.

.....
The Regular City Council meeting was **RECESSED** at 11:30 a.m. for a lunch break.

The Regular City Council meeting was **RECONVENED** at 12:01 p.m.

.....
CALL TO THE PUBLIC – PUBLIC COMMENT:
.....

The following members of the public commented:

1. Ms. Judy Ackerman
2. Mr. Efrain Saucedo
3. Mr. Ron Comeau
4. Ms. Loretta Hyde
5. Ms. Sharon Miles Bonart
6. Mr. Charlie Sanders
7. Ms. Sabrina Soto

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

ABSENT: Representative Hernandez

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

19. An Ordinance changing the zoning of a portion of Tract 9A1, 9B1, Laura E. Mundy Survey 238 and a portion of Nellie D. Mundy Survey No. 244, City of El Paso, El Paso County, Texas from R-5/c (Residential/conditions) to C-2/c (Commercial/conditions) and from R-5/sp (Residential/special permit) to C-2 (Commercial) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Generally North of Transmountain Road and East of Interstate 10

Applicant: EP Transmountain Residential, LLC. PZRZ22-00009

20. An Ordinance granting Special Permit No. PZST22-00004, to allow for a governmental use, building (Environmental Service Department – Citizen Collection Station) on the property described as Lot 3, Block 1, Castner Range Subdivision #1, 9135 Stahala Drive, City of El Paso, El Paso County, Texas, Pursuant to Section 20.04.320 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 9135 Stahala Drive

Applicant: City of El Paso, PZST22-00004

-
21. An Ordinance changing the zoning of Tract 4-A-1, Tract 4-A-2, Tract 4-B, Tract 4-C, Tract 4-D, Block 14, Ysleta Grant, 8100 North Loop Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-2 (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: 8100 North Loop Drive
Applicant: Ray Mancera, PZRZ22-00001

.....

PUBLIC HEARING WILL BE HELD ON JULY 19, 2022 FOR ITEMS 19 THROUGH 21

.....

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

.....

22. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, Special Warranty Deed and any other documents necessary to convey to Franklin Mountain Communities, LLC, approximately 1.73 acres of land being described as a portion of Section 20, Block 81, Township 1 and portion of Section 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas.

.....

PUBLIC HEARING WILL BE HELD ON JULY 6, 2022

.....

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

.....

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

.....

23. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to issue a purchase order to Sirsi Corporation dba SirsiDynix referencing Contract 2019-814 Integrated Library Services System Software. This change order is to increase the contract by \$92,018.10 for a total amount not to exceed \$998,628.23. The change order is to add the maintenance of the SirsiDynix mobile app and inclusion of eResource Central gateway services and connectors for the remainder of the contract.

Contract Variance:
No contract variance

Department:	Library
Award to:	Sirsi Corporation dba SirsiDynix
	Lehi, UT
Total Estimated Amount:	\$92,018.10
Account No.:	239-522290-1000-15240-P1506
Funding Source:	General Funds
District(s):	All

This is a Sole Source, service contract

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

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

24. Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **AWARD** Solicitation No. 2022-0194R Benefit Consulting Services to Gallagher Benefits Services, Inc., for an initial term of five (5) years for an estimated amount of \$738,750.00. The award also includes a three (3) year option for an estimated amount of \$443,250.00. The total contract value is, including the initial term plus options is eight (8) years, for an estimated amount of \$1,182,000.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$204,150.00 for the initial term, which represents a 38.19% increase due to higher hourly rates and new services added to this contract.

Department:	Human Resources
Award to:	Gallagher Benefits Services, Inc. Rolling Meadows, IL
Item(s):	All
Initial Term:	5 years
Option to Extend:	3 years
Annual Estimated Award:	\$ 147,750.00
Initial Term Estimated Award:	\$ 738,750.00 (5 years)
Option Term Estimated Award:	\$ 443,250.00 (3 years)
Total Estimated Award:	\$1,182,000.00 (8 years)
Account No.:	209-3500-14045-521160-P1414
Funding Source:	Self Insurance Fund
District(s):	All

This is a Request for Proposal, requirements contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to Gallagher Benefits Services, Inc., the 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.

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

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

25. Motion made by Representative Annello, seconded by Representative Molinar, and unanimously carried to **AWARD** Solicitation 2022-0508 Pebble Hills Blvd, Airport Rd, Vista del Sol Dr, Arterial Lighting and Landscape Improvements to MARTINEZ BROS.

CONTRACTORS, LLC for Base Bid I: \$437,229.91, Base Bid II: \$1,182,994.67, Base Bid III: \$3,513,400.73 and Additive Alternate I: \$358,576.05 for a total estimated award of \$5,492,201.36. This project consists of arterial lighting and landscape improvements along Pebble Hills, Airport Rd. and Vista del Sol.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC El Paso, TX
Item(s):	Base Bid I, II, III & Additive Alternate I
Initial Term:	570 Consecutive Calendar Days
Base Bid I:	\$437,229.91
Base Bid II:	\$1,182,994.67
Base Bid III:	\$3,513,400.73
Additive Alternate I:	\$358,576.05
Total Estimated Award:	\$5,492,201.36
Account No.:	190 - 4745 - 28900 - 580220 - PCP20ST013
Funding Source:	2019 Capital Plan
District(s):	3,6,7

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MARTINEZ BROS. CONTRACTORS, 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.

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

NAYS: None

ABSENT: Representative Hernandez

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

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

.....
26. ITEMS 26 AND 27 WERE TAKEN TOGETHER
.....

The City Clerk read an Ordinance entitled: **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.

27. The City Clerk read an Ordinance entitled: **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.**

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office), and answered questions posed by Council members.

1. Ms. Dionne Mack, Deputy City Manager
2. Mr. Russel Abeln, Assistant City Attorney
3. Police Commander Steve Lopez
4. Assistant Police Chief Peter Pacillas
5. Mr. Tony De La Cruz, Building Permits and Inspections Assistant Director
6. Mr. Eric Gutierrez, Assistant City Attorney
7. Mr. Steve Alvarado, Code Enforcement Director

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

The following City staff members commented:

1. Mr. Tommy Gonzalez, City Manager
2. Ms. Karla Nieman, City Attorney
3. Ms. Kristen Hamilton, Senior Assistant City Attorney

The following members of the public commented:

1. Mr. Keith Pannell
2. Mr. Ernesto Garcia
3. Mr. Joe Gudenrath
4. Ms. Dawn Ann Larios
5. Ms. Vanessa Duran
6. Mr. Anthony Duncan
7. Ms. Madison Poe
8. Ms. Stephanie Nebhan
9. Mr. Joe Nebhan
10. Mr. Michael Bray

11. Mr. Evan Tremper
12. Mr. Ian Voglewede
13. Mr. Frank Castro
14. Mr. Brandon Shannon
15. Mr. Cristo Garcia
16. Ms. Marcelli Del Valle
17. Ms. Edith Prado

Motion made by Representative Svarzbein, seconded by Representative Rivera and carried to direct staff to continue to conduct outreach with the community, businesses and the restaurant association, and others to create a better-balanced noise ordinance as well as a pathway for creating city approved entertainment districts and to return to council no earlier than 2023.

AYES: Representatives Svarzbein, Salcido, Rodriguez, and Rivera

NAYS: Representative Annello, Molinar and Lizarraga

ABSENT: Representative Hernandez

Goal 3: Promote the Visual Image of El Paso

28. ITEMS 28 AND 29 WERE TAKEN TOGETHER

ORDINANCE 019340

The City Clerk read an Ordinance entitled: **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.**

29. ORDINANCE 019341

The City Clerk read an Ordinance entitled: **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.

Representative Rivera commented.

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

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

NAYS: Representative Annello

ABSENT: Representative Hernandez

NOT PRESENT FOR THE VOTE: Representative Lizarraga

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

30. ITEMS 30 AND 31 WERE TAKEN TOGETHER

ORDINANCE 019342

The City Clerk read an Ordinance entitled: **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).**

31. ORDINANCE 019343

The City Clerk read an Ordinance entitled: **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.

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

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

NAYS: None

ABSENT: Representative Hernandez

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

32. ORDINANCE 019344

The City Clerk read an Ordinance entitled: **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.

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

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

NAYS: Representative Rodriguez
NOT PRESENT FOR THE VOTE: Representative Annello
ABSENT: Representative Hernandez

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

-
33. Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **POSTPONE TWO WEEKS** an Ordinance changing the zoning of Lot 27, Block 6, Stiles Gardens, 7249 Dale Road, City of El Paso, El Paso County, Texas from A-2 (Apartment) 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: 7249 Dale Road
Applicant: Scott Winton, PZRZ21-00031

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

Mr. Raul Garcia, Planning and Inspections Project Manager, commented.

.....

34. **ORDINANCE 019345**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 3A, NELLIE D. MUNDY SURVEY NO. 240, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO A-4 (APARTMENT), AND IMPOSING A CONDITION. 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.

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

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

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

.....

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

.....

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A QUITCLAIM (TAX RESALE) DEED CONVEYING ALL RIGHT, TITLE AND INTEREST IN REAL PROPERTY DESCRIBED AS LOTS TWENTY-NINE (29) AND THIRTY (30) IN BLOCK TWO (2), ORCHARD PARK ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, TO FIGUEROA HOLDINGS, LLC (FIGUEROA), IN ACCORDANCE WITH SECTION 34.05 (H) OF THE TAX CODE. THIS DEED IS EXECUTED AS A CORRECTED TAX RESALE DEED, GIVEN AND ACCEPTED IN PLACE OF THAT DEED EXECUTED BY THE CITY MANAGER, TO FIGUEROA HOLDINGS, LLC, SO NAMED IN THAT INSTRUMENT, DATED SEPTEMBER 14, 2018, AND RECORDED IN ORDINANCE NUMBER 018848, IN ACCORDANCE WITH SECTION 34.05 (H) OF THE TAX CODE. SAID PRIOR DEED CONTAINED A CLERICAL ERROR IN THE PROPERTY'S LEGAL DESCRIPTION. THIS DEED CORRECTS THE ERROR AND CONFIRMS THE DEED DESCRIBED ABOVE, AND IT SHALL BE EFFECTIVE AS OF AND RETROACTIVE TO SEPTEMBER 14, 2018 FOR THE FOLLOWING DESCRIBED REAL PROPERTY: LOT TWENTY-NINE (29) AND A PORTION OF LOT THIRTY (30), (30 FT. ON STREET, 116.6 FT. ON THE NORTH, 44 FT. ON THE EAST, AND 115 FT. ON THE SOUTH) 4255 SQ. FT., IN BLOCK TWO (2), ORCHARD PARK ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

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

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

NAYS: None

ABSENT: Representative Hernandez

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

.....
REGULAR AGENDA – OTHER BUSINESS:

Goal 3: Promote the Visual Image of El Paso

- 36. ITEM:** Discussion and action on the proposed programs and projects for inclusion as part of the Community Progress Bond.

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

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

The following City staff members commented:

1. Mr. Sam Rodriguez, Chief Operations and Transportation Officer
2. Mr. Robert Cortinas, Chief Financial Officer
3. Ms. Karla Nieman, City Attorney
4. Mr. Tommy Gonzalez, City Manager

Mr. Rick Bonart, citizen, commented.

1ST MOTION

Motion made by Representative Salcido, seconded by Representative Svarzbein, and carried to **FOCUS** on Streets and Infrastructure projects that include the Reconstruction, Resurfacing and Lighting (Top 50) and residential streets based on the PCI study, Connectivity, and Intersection Safety – Traffic Signals.

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

NAYS: Representative Molinar

ABSENT: Representative Hernandez

2ND MOTION

Motion made by Representative Annello, seconded by Representative Lizarraga, and carried to **DIRECT** staff to **RETURN IN TWO WEEKS** with a revised plan for Parks and Open Space projects that include all abilities playgrounds, shade structures, and NIP.

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

NAYS: Representative Rodriguez

ABSENT: Representative Hernandez

3RD AND FINAL MOTION

Motion made by Representative Svarzbein, seconded by Representative Annello, and carried to **DIRECT** staff to **RETURN IN TWO WEEKS** with a refined proposition that addresses a Climate Action and Urban Energy Plan and Implementation.

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

NAYS: Representative Molinar

ABSENT: Representative Hernandez

.....
37.

R E S O L U T I O N

WHEREAS, Goal 1.1 of the Strategic Plan for the City of El Paso (“City”) is to stabilize and expand the City’s tax base through development and redevelopment of targeted corridors; and

WHEREAS, Alameda Avenue has been identified as a targeted City corridor based on criteria related to environmental justice, health and safety, mobility and transportation, and economic opportunity; and

WHEREAS, historically, Alameda Avenue has served as a major thoroughfare for the City and is part of the “Broadway of America,” a nearly 3,000-mile route connecting the east coast and the west coast of the United States; and

WHEREAS, the City conducted a public outreach and engagement campaign consisting of both in-person and virtual activities along the Alameda Avenue corridor, including a virtual public orientation, a virtual and in-person weeklong charrette, an online interactive public comment mapping tool, a project website and a story map; and

WHEREAS, at a work session meeting on March 28, 2022, the El Paso City Council reviewed the “Onward Alameda Plan” and provided input into its final draft; and

WHEREAS, the El Paso City Plan Commission, at its regular public meeting on May 5, 2022, unanimously recommended the adoption of the “Onward Alameda Plan”.

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

1. That the “Onward Alameda Plan” as attached hereto be adopted as the corridor masterplan for the Alameda Avenue corridor;
2. That the City Manager, or his designee, be authorized to begin implementation of the “Onward Alameda Plan” in a manner generally consistent with the recommended strategies and policies contained within the Plan and generally consistent with the recommended implementation matrix;
3. That the adoption of the “Onward Alameda Plan” shall not commit the City of El Paso to specific funding levels or implementation strategies, but shall provide guidance for the City’s vision for the future growth of the Alameda Avenue corridor.

Representative Svarzbein commented.

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

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

NAYS: None

ABSENT: Representative Hernandez

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

38.

R E S O L U T I O N

WHEREAS, the City of El Paso seeks to improve the quality of life and protect the rights of women in El Paso; and

WHEREAS, advancing gender equity and justice, increasing access to education and health, and supporting women’s full participation in government are key factors in reducing poverty, increasing the well-being of women and creating fair, safe and secure communities; and

WHEREAS, the City of El Paso desires to identify and address inequities that women face; and

WHEREAS, the City of El Paso, in order to better recognize the rights and meet the needs of women, desires to provide greater cooperation, communication, and coordination of functions and services on a citywide basis.

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

That the Women's Rights Commission is hereby established to serve as an advisory body to the City Council concerning the needs and issues of women in the El Paso Region and shall recommend legislative initiatives, policies, programs, studies and projects designed to alleviate inequities that may confront women in social, health, education, economic, vocational pursuits and to help eliminate discrimination on the basis of sex in all phases of American society that are within the purview of City Council.

1. Membership

- a. The Women's Rights Commission shall consist of nine members, one appointed by each member of City Council.
- b. Each member of the Commission must be:
 - i. Eighteen years or older and reside in the City of El Paso;
 - ii. Must reside in the district for which the member has been nominated;
 - iii. Appointed based on their interest and experience in issues affecting women in the non-profit sector, business, socio-economic, education, childcare, legal rights, healthcare, housing, domestic and sexual violence and pay equity; and
 - iv. Not be involved in litigation against the City of El Paso.
- c. For the purposes of this Commission, a member is required to fulfill the requirements of board membership as prescribed by the City charter:
 - i. The member must have been a resident of the City of El Paso at least six months prior to their appointment; and
 - ii. Not be in any financial obligation to the City of El Paso.
- d. A random number draw will determine the roles of Board Chair and Vice-Chair.
 - i. An individual may serve no more than one two-year term in the role of Board Chair or Vice-Chair.

2. Terms

- a. Every member shall serve a two (2) year term that will begin in September and continue into August for two calendar years. An individual may serve no more than two (2) two-year terms on the Commission.
- b. Vacancies that occur due to reasons other than an expiration of a term are allowed to be filled by the appointing Member of City Council for the remainder of the unexpired term, as it applies to their own appointment slot. If appointed to fulfill an unexpired term, an individual may also serve two full two-year terms on the Commission.
- c. Each member will be eligible to serve no more than two (2) terms.

- d. The first terms of the Women's Rights Commission are to begin in September 2022 and will be filled every two years thereafter as prescribed by section 2(a) of this resolution.
- e. At the time the term of office of any member expires, the member shall continue to serve until his successor is appointed and qualified, or until thirty (30) days have passed following the expiration of the term, whichever event occurs first. Any holding over past the thirty (30) day period is prohibited, and after that time a vacancy shall exist.

3. Quorum

- a. Quorum will be achieved when a majority of all members appointed at a given time are present; provided that number is not less than three.

4. Duties

- a. The Women's Rights Commission shall act as an advisory body to the City Council, and shall;
 - i. Advise the City Council on issues impacting the Women of the City, which are within the purview of the El Paso City Council;
 - ii. Advise the City Council on practices that ensure equality in City programs, services, policies and practices for all persons; and
 - iii. Perform other duties as assigned by City Council.
- b.
 - i. The City Manager will designate a City department to provide administrative and technical support and to serve as the recording secretary to the Board.
- c. The first order of business for the newly created Women's Rights Commission is to vote on the acceptance of an annual Women's Rights Commission Strategic Document provided by the City of El Paso to be used as a guide for the operations of that year's Board.
 - i. The Women's Rights Commission Strategic Document will also provide the rules and regulations that will govern the Board.
 - ii. The rules and regulations from the Strategic Document will be consistent with the Charter of the City of El Paso, its ordinances, or the overall missions of the Women's Rights Commission to improve the quality of life and protect the rights of women in El Paso and being a resource to the City Council and City Manager.
- d. At the end of each Board term, or at least annually, the Women's Rights Commission shall submit an annual report on their activities for the year and present this report at a regular City Council meeting.

5. Effective Date. This resolution shall take effect immediately from and after its passage in accordance with the Charter of the City of El Paso.

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

The following City staff members commented:

1. Ms. Tracey Jerome, Senior Deputy City Manager
2. Ms. Karla Nieman, City Attorney
3. Mr. Tommy Gonzalez, City Manager

The following members of the public commented:

1. Ms. Sylvia Acosta
2. Ms. Isela Castanon Williams
3. Ms. Dora Oaxaca

1ST MOTION:

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **FOREFRONT** of the **REGULAR AGENDA**.

2ND MOTION:

Motion made by Representative Rivera, seconded by Representative Salcido, and carried to **AMEND** the Commission name to insert the word “Rights” after the word “Women’s” to read “City of El Paso Women’s Rights Commission”.

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

NAYS: Representative Molinar

ABSENT: Representative Hernandez

3RD MOTION:

Motion made by Representative Molinar, seconded by Representative Annello, and carried to **AMEND** the Resolution by striking out the words “in depth knowledge” on page 1 under 1. Membership b.iii.

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

NAYS: None

ABSENT: Representative Hernandez

4TH AND FINAL MOTION:

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

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

NAYS: None

ABSENT: Representative Hernandez

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

39.

RESOLUTION

WHEREAS, on December 3, 2002 the City Council of the City of El Paso ("City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of El Paso's Extraterritorial Jurisdiction; and

WHEREAS, the City's consent to the creation of the Districts was subject to several conditions; and

WHEREAS, one of the City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable; and

WHEREAS, Paseo Del Este Municipal Utility District No. Six ("M.U.D. No. 6") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2022 Bonds Utility by M.U.D. No. 6 (the "Series 2022 Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2022 Bonds by M.U.D. No. 6 and desires to approve the issuance of the bonds.

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

That the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2022, in the estimated amount of \$5,380,000, by Paseo Del Este Municipal Utility District No. 6, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

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

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

NAYS: None

ABSENT: Representative Hernandez

.....
40. *Motion made, seconded, and unanimously carried to **DELETE** the presentation of, and discussion and action on, the recommendations of the Ad Hoc Charter Advisory Committee.
.....

41. RESOLUTION

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

That the City Manager be authorized to sign a Landscape Maintenance Agreement between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation, whereby the City agrees to maintain certain landscape improvements on the Lockheed Drive/Sunglow Way Median Improvement project, located on US 62/180 (Montana Avenue).

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

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

NAYS: None

ABSENT: Representative Hernandez

-
- 42.** Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **APPROVE** a deductive change order in the amount of \$273,689.01 to Jordan Foster Construction, LLC for the 2018-1613R Hawkins Boulevard Reconstruction Contract. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out this action.

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

NAYS: None

ABSENT: Representative Hernandez

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 43. ITEM:** Discussion and action on a Resolution approving recommendations, as set forth in Exhibit A and Exhibit B, for the Neighborhood Improvement Program (NIP) Round 5 projects funded under the 2012 Quality of Life (QOL) bond, and Round 4 Project Adjustment/Reallocations.

Ms. Nickole Rodriguez, Community Development Program Manager, presented a PowerPoint presentation, (copy on file in the City Clerk's Office).

Representatives Svarzbein, Annello, Molinar, Rivera, and Lizarraga commented.

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

The following members of the public commented:

1. Ms. Sylvia Carreon
2. Mr. Abraham Monteros

1ST MOTION

*Motion made, seconded, and unanimously carried to **TAKE** the item with item #16.

2ND AND FINAL MOTION:

Motion made by Representative Rivera, seconded by Representative Annello, and carried to **POSTPONE** the item for **TWO WEEKS**.

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

NAYS: Representative Lizarraga

ABSENT: Representative Hernandez

EXECUTIVE SESSION

Motion made by Representative Annello, seconded by Representative Rivera, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 5:14 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 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.074 PERSONNEL MATTERS

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

ABSENT: Representative Hernandez

Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** the Executive Session at 6:30 p.m. and **RECONVENE** the meeting of the City Council at which times motions were made.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

ABSENT: Representative Hernandez

.....
EX1. Purchase, sale, exchange or value of real property located in Northeast El Paso, Texas.
Matter No. 21-1004-1393 (551.072)

Representatives Svarzbein and Rodriguez commented.

Ms. Karla Nieman, City Attorney, commented.

The following members of the public commented:

1. Mr. Rick Bonart
2. Ms. Sharon Bonart
3. Mr. Joe Garibay

NO ACTION was taken on this item.

.....
EX2. 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.

.....
EX3. Daniel Tovar v. City of El Paso Cause No.:2019DCV1249. Matter No. 19-1005-1751
(551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and unanimously carried that the City Attorney be **AUTHORIZED** to attend mediation and negotiate a settlement agreement for the case entitled Tovar, Daniel v. The City of El Paso; Cause No. 2019DCV1249. In addition, the City Attorney is authorized to sign all necessary documents to effectuate any such settlement under Matter No. 19-1005-1751.

AYES: Representatives Svarzbein, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None
NOTE PRESENT FOR THE VOTE: Representative Annello
ABSENT: Representative Hernandez

.....
EX4. TGS Annual Gas Reliability Infrastructure Program ("GRIP") Application for Annual Interim Rate Adjustment - RRC #00008972. Matter No. 22-1008-189 (551.071)

Representative Svarzbein commented.

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and carried that the **CITY OF EL PASO**, after review of the Interim Rate Adjustment filed by Texas Gas Service Company, a division of ONE Gas, Inc., on March 10, 2022, **FINDS:**

1. That the Interim Rate Adjustment Request filed by Texas Gas Service Company, a division of ONE Gas, Inc., for the Incorporated Areas of the West Texas Service Area, including the City of El Paso, on March 10, 2022 is hereby **DENIED**.
2. That Texas Gas Service Company, a division of ONE Gas, Inc., is **ORDERED** to reimburse the City's expenses in reviewing this request within 30 days after it is invoiced.
3. That the City Attorney's Office, in consultation with the City Manager, is authorized to file an intervention in any Appeal filed by Texas Gas Service Company from the Action of the City Council of the City of El Paso. This Motion is intended to grant broad authority to the City Attorney's Office to take all action necessary to address these matters, including but not limited to, the initiation and response to any, litigation, complaints, appeals, administrative or judicial proceedings or process regarding this matter.

AYES: Representatives Svarzbein, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None
NOTE PRESENT FOR THE VOTE: Representative Annello
ABSENT: Representative Hernandez

.....
EX5. Discussion regarding the value and purchase/sale of real property managed by the El Paso Water Utilities located in Central/East El Paso, Texas. Matter No. 21-1009-1122 (551.072)

NO ACTION was taken on this item.

.....
EX6. Purchase, sale or value of real property located in West El Paso. Matter No. 20-1004-1140 (551.072)

NO ACTION was taken on this item.

.....
EX7. Purchase, lease, exchange of real property located near East El Paso, Texas. Matter No. 22-1004-1384 (551.072)

NO ACTION was taken on this item.
.....

EX8. Purchase, lease, exchange of real property located in East El Paso, Texas. Matter No. 22-1004-1370 (551.072)

NO ACTION was taken on this item.

.....
EX9. Economic Incentives for a Technology Firm to be located in the City of El Paso.
Matter No. 22-1007-2887 (551.087)

Ms. Elizabeth Triggs, Economic and International Development Director, commented.

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and carried that the City Manager is **AUTHORIZED** to negotiate and execute, on behalf of the City of El Paso, economic incentives to Finhabits Inc., a New York corporation, associated with the expansion of their operations into El Paso, Texas; in accordance with the "Term Sheet for Finhabits Skills Training Grant" attached to this Motion as "Exhibit A"** and in a form and substance approved by the City Attorney to accomplish the intent of this Motion.

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

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

NAYS: None

NOTE PRESENT FOR THE VOTE: Representative Annello

ABSENT: Representative Hernandez

.....
ADJOURN

.....
Motion made by Representative Rodriguez, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** this meeting at 6:49 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello

ABSENT: Representative Hernandez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

CITY COUNCIL WORK SESSION MINUTES
June 21, 2022
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....
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: Alexandra Annello, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga. Peter Svarzbein joined virtually. Cassandra Hernandez requested to be excused.

.....
AGENDA

1. **Discussion and action on a Resolution calling for additional school safety measures to protect schools from violence through additional funding for training, hiring retired military or law enforcement officers, and calling for minimum safety standards and protocols for all Texas schools in response to the Uvalde, Texas school shooting.**

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

The following City staff members commented and answered questions posed by Council members:

- Ms. Lindsey Adams, Legislative Liaison, Economic and International Development
- Ms. Guadalupe Cuellar, Legislative Attorney
- Mr. Tommy Gonzalez, City Manager
- Ms. Karla Nieman, City Attorney

The following members of the public commented:

1. Mr. Chris Yost
2. Mr. James Peinado
3. Mr. Ben Cheng
4. Ms. Christy Wilke
5. Ms. Lisa Turner

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

AYES: Representatives Salcido and Rodriguez

NAYS: Representatives Svarzbein, Annello, Molinar, Rivera, and Lizarraga

ABSENT: Representative Hernandez

THE MOTION FAILED

.....
RESOLUTION

2.

WHEREAS, on August 3, 2019, the community of El Paso and the community of Juarez, faced a horrific tragedy that shocked the city, state, nation and the world when a lone shooter walked into a Walmart store and shot 46 people, killing 23 and injuring 23; and,

WHEREAS, after this terroristic act of violence against our community, the Texas Legislature recognized the need to take action on mass violence prevention to prevent future tragedies from happening in Texas and established Mass Violence & Community Safety Committees in both the House and the Senate to address the issue of mass violence caused by mass shootings; and,

WHEREAS, before the first committee could even meet and within the same month of the El Paso mass violence attack, another horrifying act of mass violence occurred on August 31 in the Midland Odessa community, where one shooter killed seven people and wounded 25; and,

WHEREAS, on October 21, 2019 the Texas State Senate, convened a Senate Committee Hearing on Mass Violence & Community Safety in El Paso to address the issue of mass violence and heard from experts in their respective fields providing valuable information related to the ability to establish realistic risk indicators to help identify potential threats; how to make existing laws more effective and efficient; new legislation that will allow counties to add protocols on how to enforce protective orders that require the surrender of firearms; and the use and role of mental health professionals in identifying risk; and,

WHEREAS, before the House Committee could convene and before the year even ended, another senseless act of gun violence towards a Texas Community happened on December 29, 2019 in White Settlement where one shooter killed two people in a church; and,

WHEREAS, on January 9, 2020, the House Committee on Mass Violence & Community Safety also held a hearing in El Paso, once again hearing from experts on identifying ways in which future tragic events that happened in El Paso, could be prevented; and,

WHEREAS, despite the Committee hearings on the prevention of mass violence and promises by State leaders to protect Texas communities from mass shootings, only two bills were passed during the 2021 Legislative Session and no significant common-sense laws to address gun violence prevention were passed; and,

WHEREAS, on May 24, 2022, the deadliest school shooting to occur in Texas and the third deadliest in the nation, occurred in Uvalde where 19 children and two teachers were killed in Robb Elementary School and once again, shocked the city, state, nation and the world.

WHEREAS, on June 1, 2022, after the mass shooting in Uvalde, Governor Abbott called on the Speaker and the Lieutenant Governor to each convene a special legislative committee to review what steps previous legislatures have enacted, what resources the State has made available to local school districts, and make recommendations to the Legislature and the Executive Branch so that meaningful action can be made on, among other things, the following topics to prevent future school shootings; and,

WHEREAS, although making schools safer is the Governor's primary focus of these special legislative committees since during the Governor's tenure two mass shootings at schools have occurred resulting in 31 deaths and 30 injured, there should be a much broader focus on mass shootings since from the time the Governor assumed office, mass shootings have occurred in places other than school grounds, such as the 2016 Dallas mass shooting that killed five officers and injured 11 others; the 2017 Sutherland Springs shooting that killed 26 and injured 20, the August 2019 El

Paso shooting that killed 23 and injured 24, and the August 2019 Odessa Midland shooting that killed 7 people and injured 25; and,

WHEREAS, these special legislative committees are similar to the special legislative committees established in 2019 after the El Paso mass shooting incident, where although hours of testimony was taken from the public and subject matter experts, when the Legislature met in the 2021 regular legislative session, no meaningful legislation was passed; and,

WHEREAS, the Governor must call a Special Session because the past has shown that convening special committees does not lead to meaningful legislation and the Governor must broaden the focus to include meaningful gun legislation that will protect people not only on school grounds, but everywhere;

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

That the City having gone through a mass shooting event sends its thoughts and prayers to the community of Uvalde and stands in solidarity and strength with the City and people of Uvalde and prays that although lives were shattered on May 24, and the community shocked, saddened and stunned, that the fabric of their community will not be torn.

That through the El Paso community's resiliency and strong sense of community and strength of community the City was able to endure the horrific event of August 3, 2019 and continue to stand strong despite the senseless attack of violence, and now stands ready to assist the community of Uvalde.

That the State Legislature must finally act responsibly to prevent the unimaginable pain caused by a senseless act of gun violence so that no other Texas community should have to endure such suffering.

That although the prevention of continued mass violence in our Texas communities is a complicated, complex issue with no simple answer, the Legislature must act to address the issue and prevent the continued horrific acts of violence from occurring in other Texas cities.

That the City strongly urges and advocates for the legislature to adopt extreme risk protection laws that allow family members or law enforcement to petition the court to temporarily remove firearms from an individual experiencing crisis; provides funding for community-based violence intervention programs; and adopts measures to protect women against gun violence from domestic abusers.

That the City strongly urges and advocates for the strengthening of existing legislation to provide stronger ways to more efficiently, effectively and consistently enforce existing laws or whether new legislation is needed along with new resources, are questions that must be answered and legislative action taken this session.

That the Governor call a Special Legislative Session to address gun violence in general, not just on school grounds.

That during the Special Session, the Legislature passes legislation that will:

- Provide dedicated funding for specialized training either through the School Marshal program or other existing programs already available for the School Districts to hire law enforcement officer or peace officers.

- Provides a dedicated funding source for mental health services and community mental health programs
- Establish and fund statewide minimum standards and guidelines for school safety
- Adopt extreme risk protection laws that allow family members or law enforcement to petition the court to temporarily remove firearms from an individual experiencing crisis;
- Provides funding for community-based violence intervention programs; and adopts measures to protect women against gun violence from domestic abusers.
- Strengthens existing legislation to provide stronger ways to more efficiently, effectively and consistently enforce existing laws.
- Raise the minimum age to purchase firearms to 21.
- Require universal background checks for all firearm sales.
- Implement temporary red flag laws to allow temporary removal of firearms from those who are an imminent danger to themselves or others.
- Require a cooling off period for the purchase of a firearm.
- Regulate civilian ownership of high capacity magazines.

That the City Manager be directed to work with El Paso's State Delegation, El Paso School Districts and other governmental entities to enhance the above efforts.

That a copy of this Resolution be provided to the Governor, Lieutenant Governor, Texas Speaker, and other Texas cities and be included as a priority legislative initiative for the City.

Mayor Leeser and Representatives Svarzbein, Annello, Molinar, Rodriguez, and Rivera.

Ms. Guadalupe Cuellar, Legislative Attorney, answered questions from Members of the City Council and commented.

The following members of the public commented:

1. Mr. Chris Yost
2. Mr. James Peinado
3. Senator Cesar Blanco
4. Mr. Josh Meyer
5. Mr. Ben Cheng
6. Mr. Alexis Gonzalez
7. Ms. Lisa Turner
8. State Representative Claudia Ordaz-Perez submitted a letter that was read into the record.
9. State Representative Lina Ortega submitted a letter that was read into the record.

1ST MOTION

Motion made by Representative Rivera, seconded by Representative Svarzbein, and unanimously carried to move this item to the **FOREFRONT** of the agenda.

2ND MOTION

Motion made by Representative Annello, seconded by Representative Lizarraga and carried to **AMEND** the Resolution by inserting the word "dedicated" prior to "funding" on the first bullet of page 3 of the Resolution.

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

NAYS: Representative Molinar

ABSENT: Representative Hernandez

3RD AND FINAL MOTION

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

AYES: Representatives Svarzbein, Annello, Salcido, Rivera and Lizarraga.

NAYS: Representatives Molinar and Rodriguez.

ABSENT: Representative Hernandez

.....

3. 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, began the presentation by pointing out that the upward trend in the number of positive COVID-19 cases reported in May were beginning to plateau. He said that hospitalizations were also increasing however as far as the infection rate, the area was still classified on the low end, although approaching a medium status. Mr. Gonzalez said the City was 11 points and about 20 points ahead of the Nation and State respectively as indicated by the City's 82% vaccination rate. He outlined the criteria for receiving vaccination boosters and provided a briefing on the creation of the Youth Advisory Committee prior to introducing Mr. Perez.

2. Special Report by Youth Advisory Board Member, recognized with 1st Place at the Business Professionals of America - National Leadership Conference (Jesus Guillermo Perez)

Mr. Jesus Guerrero Perez, member of Youth Advisory Board, continued the presentation by highlighting his project on hybrid work environments that earned him 1st place at a national leadership conference.

3. City Attorney Overview (Karla Nieman)

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

Ms. Karla Nieman, City Attorney, stated that the Governor was expected to renew the State's Disaster Declaration tomorrow resulting in the need to extend today's local emergency ordinances. She said the City's mask mandate litigation was still pending in the Court of Appeals at the State and Local level adding that air travel restrictions were no longer in effect. Ms. Nieman ended her briefing with an update on trial settings filed in the Municipal Courts and said that as of July 1st the Courts would no longer be required to impose COVID-19 protocols regarding hearing formats.

4. Team Lead Report:

- a) Health Focus (Hector Ocaranza, M.D.)
- b) Data Analysis (David Coronado)

Dr. Hector Ocaranza, Public Health Authority, explained that the number of COVID-19 cases were increasing however new hospitalizations were not increasing at the same rate as the number of new

cases. He stated that the new Omicron subvariant was replacing the original Omicron variant and strongly recommended vaccinations for best protection against the virus. Dr. Ocaranza stated that vaccinations for children younger than five years of age were now approved adding that the City would be providing these free of charge. He closed his update by pointing out that a new data dashboard would soon be rolled out and illustrated graphs related to new cases and hospital beds occupied by COVID-19 patients.

Mr. David Coronado, Managing Director of Economic Development and International Bridges, provided statistical information related state of the local economy. He explained that media reports were reporting an upcoming recession with the increase in interest rates by the Federal Reserve. Mr. Coronado said the current business cycle index indicated a decline due to a slight rise in unemployment rates. As far as retail sales tax allocations, he said April figures continue to indicate record breaking numbers with the increase in sales.

Mr. Coronado stated that the U.S. inflation rate had gone from 2% to 9% impacted by the rising cost in fuel, supplies, and other products and said the City would keep an eye on this and adjust current contracts to keep up with the rising costs in providing services.

5. City Manager Wrap-up (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, closed the presentation by saying the City would work on addressing issues arising from the current inflation situation in order to provide tax relief for residents.

Mayor Leeser and Representative Molinar commented.

NO ACTION was taken on this item.

4.

ORDINANCE 019336

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

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

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

WHEREAS, pursuant to El Paso City Code Section 2.48.020(C), a local state of disaster declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of City Council; and

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

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

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent re-enactment taking place on May 23, 2022; and

WHEREAS, as of June 6, 2022, the number of COVID-19 active cases in El Paso is over 2,166; and

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

WHEREAS, Emergency Ordinance No. 019330 which re-enacts Emergency Ordinance No. 019035 is set to expire on June 22, 2022;

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

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

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

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

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

NAYS: None

ABSENT: Representative Hernandez

Mayor Leeser consented to the adoption of the Emergency Ordinance.

5.

ORDINANCE 019337

AN EMERGENCY ORDINANCE RE-ENACTING EMERGENCY ORDINANCE NO. 019036 INSTITUTING EMERGENCY MEASURES, AS RE-ENACTED, RESTATED AND AMENDED BY EMERGENCY ORDINANCE NO. 019151; AND FURTHER RE-ENACTED AND AMENDED BY EMERGENCY ORDINANCE NOS. 019156, 019169, 019191 and 019284; PENALTY AS PROVIDED IN SECTION 8

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

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

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

WHEREAS, since March 2020, City Council has re-enacted Emergency Ordinance No. 019036 monthly, with the most recent re-enactment, re-statement and amendment taking place on March 16, 2021, and with the most recent re-enactment taking place on May 23, 2022; and

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

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

WHEREAS, the City Council desires to re-enact Emergency Ordinance No. 019036, as re-enacted, restated and amended on March 16, 2021 through Emergency Ordinance No. 019151, as further re-enacted and amended on March 29, 2021 through Emergency Ordinance No. 019156, as further re-enacted and amended on April 26, 2021 through Emergency Ordinance No. 019169, as further re-enacted and amended on May 24, 2021 through Emergency Ordinance No. 019191, as further re-enacted and amended on January 31, 2022 through Emergency Ordinance No. 019284, which shall remain in effect for thirty days or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

1. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and as further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, 019191, and 019284, penalty as provided in Section 8, is hereby re-enacted.
2. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, 019191, and 019284, penalty as provided in Section 8, shall remain in full force and effect and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor, pursuant to City Charter Section 3.10.

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

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

NAYS: None

ABSENT: Representative Hernandez

Mayor Leeser consented to the adoption of the Emergency Ordinance.

6.

ORDINANCE 019338

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

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

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

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

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035, with the most recent re-enactment taking place on May 23, 2022; and

WHEREAS, Governor Abbott has similarly renewed the State's COVID- 19 Disaster Declaration, with the most recent extension taking place on May 22, 2022; and

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

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

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

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

WHEREAS, City Council re-enacted Emergency Ordinance No. 019241, with the most recent re-enactment taking place on May 23, 2022 (Ord. No. 019332) ("**Re-enacting Ordinance**"); and

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

WHEREAS, City Council desires to re-enact its October 11, 2021, Emergency Ordinance No. 019241, which shall take effect immediately, and remain in effect until July 20, 2022 or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

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

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

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

NAYS: None

ABSENT: Representative Hernandez

Mayor Leeser consented to the adoption of the Emergency Ordinance.

7.

ORDINANCE 019339

**AN EMERGENCY ORDINANCE EXTENDING EMERGENCY
ORDINANCE NO. 019333 AUTHORIZING THE CITY MANAGER TO ASSIGN PERSONNEL
AND RESOURCES TO ASSIST IN ADDRESSING THE HUMANITARIAN AND PUBLIC SAFETY
CRISIS RESULTING FROM A MASS MIGRATION THROUGH EL PASO**

WHEREAS, on May 23, 2022, the Mayor and City Council of the City of El Paso (the "City") passed an Emergency Ordinance No. 019333 Authorizing the City Manager to assign Personnel and Resources to assist in addressing the Humanitarian and Public Safety Crisis resulting from a Mass Migration through the City of El Paso; and

WHEREAS, thousands of migrants from Latin America have already gathered at or near the U.S.- Mexico border in hopes that President Biden will ease immigration restrictions that will make it easier to enter the United States; and

WHEREAS, because of war between Russia and Ukraine and the political situation in Turkey, Ukrainians, Russians, and Turks are arriving at the Southern border for admission to the United States; and

WHEREAS, on April 1, 2022, the Centers for Disease Control and Prevention ("CDC") announced the repeal of the Public Health Services Act, 42 U.S.C. §265 ("Title 42"), which was expected to allow for the inflow of migrants from the southern border; and

WHEREAS, federal litigation ensued to enjoin the CDC from repealing Title 42 on the intended date of May 23, 2022; and

WHEREAS, the Southwest had 234,088 land border encounters in the month of April, 2022; and

WHEREAS, the El Paso sector of CBP had 29,838 land border encounters in the month of April, 2022 and a total of 143,124 encounters for federal fiscal year 2022; and

WHEREAS, although Title 42 remains in place as a result of the federal litigation, the number of Border Patrol encounters remain high averaging 600 to 1000 per day; and

WHEREAS, due to this high volume, the number of refugees and asylum seekers continues to climb resulting in 300-500 releases to the Annunciation House, a local non- governmental organization ("NGO") on a daily basis; and

WHEREAS, on some days, the number of releases is lower due to the limited NGO space; and

WHEREAS, when the City faced a migrant surge in March of 2019, the NGO was able to establish over thirty hospitality sites throughout the El Paso region, versus today's fifteen hospitality sites; and

WHEREAS, the primary challenge is that the NGO does not have the volunteer base to sustain or increase current capacity at its current hospitality sites (twelve in El Paso, Texas, three in Las Cruces, New Mexico, one in Deming, New Mexico, and another in Albuquerque, New Mexico; and

WHEREAS, although NGO volunteer recruitment efforts will continue, it is not anticipated that the volunteer base will keep up with the current demand, despite the NGO having identified additional facilities that could receive migrants; and

WHEREAS, when the U.S. Customs and Border Protection's ("CBP") Central Processing Center is over capacity and NGO space is unavailable, that is when the potential for street releases arises; and

WHEREAS, on May 15, 2022, the federal authorities released 119 single adults on the downtown streets of the City of El Paso; and

WHEREAS, in response to the May 15, 2022, street release, the El Paso City-County Office of Emergency Management ("OEM") reallocated twenty-nine COVID-19 Operations staff to assist as migrant shelter surge staff, and on May 17, 2022, this staff began orientation training at Casa del Refugiado, the NGO's largest hospitality site; and

WHEREAS, OEM has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity with 30 staff currently assigned; and

WHEREAS, the El Paso City Charter Section 3.10, allows for the adoption of one or more emergency ordinances to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, Section 121.003 of the Texas Health & Safety Code states that a municipality may enforce any law that is reasonably necessary to protect public health; and

WHEREAS, Section 122.006 of the Texas Health & Safety Code provides home-rule municipalities express authority to adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease; and

WHEREAS, OEM continues to provide COVID-19 isolation and quarantine hotel support to migrant shelters, expanding operations when outbreaks occur in congregate shelter facilities; and

WHEREAS, OEM has provided isolation and quarantine services to over 2,293 migrants in close coordination with NGOs since April 2020; and

WHEREAS, the release of mass groups of people without access to potable water, food, or shelter exposes the migrants and El Paso residents to the origination and spread of potential and actual disease; and

WHEREAS, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

WHEREAS, for these reasons, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region during an ongoing global pandemic; and

WHEREAS, there is the potential for loss of property for both residents and migrants due to those who would take financial advantage of this wave of migrants; and

WHEREAS, the City of El Paso is home to 4 of the 28 international ports of entry between Texas and Mexico; and

WHEREAS, based on mass migration events in the recent past, the City anticipates significant delays at the international ports-of-entry to include trade; and

WHEREAS, the potential encampment of large groups of migrants on City rights of way and parks poses safety risks to migrants and citizens alike; and

WHEREAS, in awaiting the due support of the federal government, the City finds that the expenditure of public funds for staff to coordinate resources and supplies, serve as shelter surge staff and transport of migrants released in the City of El Paso accomplishes a valid public purpose of protecting public infrastructure, and protecting the health, safety and welfare of the citizens of El Paso; and

WHEREAS, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local NGO with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; and

WHEREAS, OEM and the City will continue to prepare and evaluate the need for mass emergency sheltering in anticipation of the eventual repeal of Title 42 and other regional migration surges that may impact the El Paso region; and

WHEREAS, this Ordinance shall remain in effect until otherwise terminated, re-enacted, or superseded by a conflicting ordinance, El Paso Local Health Authority Ordinance, or state or federal law.

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

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

Chief Mario D'Agostino, Deputy City Manager of Public Safety, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Tommy Gonzalez, City Manager, commented.

Mayor Leeser and Representatives Svarzbein and Annello commented.

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

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

NAYS: None

ABSENT: Representative Hernandez

Mayor Leeser consented to the adoption of the Emergency Ordinance.

.....
8. Presentation and discussion by the Youth Advisory Board providing an update on their strategic planning document.

Ms. Nicole Cote, Managing Director of the Office of Management and Budget and Purchasing and Strategic Sourcing, introduced the item.

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

1. Mr. Jesus Guillermo Perez
2. Ms. Amaris Ramos, Co-chair
3. Ms. Ana Huerta, Chair
4. Mr. Seth Granado
5. Ms. Janet Rivera

Mayor Leeser and Representatives Svarzbein, Annello, and Rodriguez thanked the students for serving on the Board.

Motion made, seconded, and carried to **TAKE** this item after item 3.

NO FURTHER ACTION was taken on this item.

.....

The meeting was **RECESSED** for a lunch break at **12:20 P.M.** and **RECONVENED** at **1:03 P.M.**

.....

9. Presentation, discussion and action on the FY 2023 preliminary Budget Overview.

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

1. Mr. Tommy Gonzalez, City Manager
2. Mr. Robert Cortinas, Chief Financial Officer
3. Ms. Nicole Cote, Managing Director of Office of Management and Budget and Purchasing and Strategic Sourcing

Representative Svarzbein commented.

NO ACTION was taken on this item.

.....

10. International Bridges Department Management Update.

Mr. David Coronado, Managing Director of Economic and International Development and International Bridges, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Annello, and Molinar commented.

NO ACTION was taken on this item.

.....

EXECUTIVE SESSION

Motion made by Representative Annello, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:41 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 551.071 CONSULTATION WITH ATTORNEY

Section 551.074 PERSONNEL MATTERS

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

NAYS: None

ABSENT: Representative Hernandez

Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **ADJOURN** the Executive Session at 5:12 p.m. and **RECONVENE** the meeting of the City Council.

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

NAYS:

NOT PRESENT FOR THE VOTE: Representative Annello

ABSENT: Representative Hernandez

.....

EX1. City Attorney and City Manager annual performance evaluations. Matter No. 21-1043-688 (551.071)
(551.074)

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello and unanimously carried to **ADJOURN** the meeting at 5:13 p.m.

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

NAYS: None

ABSENT: Representative Hernandez

.....
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

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
June 21, 2022
9:00 A.M.**

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

The agenda items for the June 22, 2022 Regular City Council Meeting were reviewed.

.....
5. CONSENT AGENDA – RESOLUTIONS

That the City Council approves the recommendation of the Board of Directors of the City of El Paso Municipal Management District No. 1 that the following persons be named directors of the District for four-year terms expiring in June 2026:

- James Feagin
- Brent D. Harris
- Scott Weaver

Representative Molinar commented.

Ms. Mirella Craigo, Economic Development Assistant Director, commented.

.....
6. CONSENT AGENDA – RESOLUTIONS

That the City Manager be authorized to sign Addendum No. 1 to Collective Bargaining Agreement between the City of El Paso and El Paso Municipal Police Officers' Association relating to the implementation of the Lateral Police Officer Program.

Representative Anello questioned the following City staff member:

- Assistant Police Chief Peter Pacillas

.....
26. 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 Leeson questioned the following City staff member:

- Assistant Police Chief Peter Pacillas

.....
40. REGULAR AGENDA – OTHER BUSINESS

Presentation of, and discussion and action on, the recommendations of the Ad Hoc Charter Advisory Committee.

Representative Anello commented.

Ms. Laura Cruz-Acosta, Strategic Communications Director, commented.

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

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

NAYS: None

ABSENT: Representative Hernandez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-892, 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 #: 22-838, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Manager's Office, Tracey Jerome, (915) 212-0023

Destination El Paso, Jose Garcia, (915) 534-0667

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign an amendment to an Event Support Contract between the City of El Paso ("City") and Consortium Productions ("CRIT") for the 2022 Sun City CRIT re-scheduled for September 17, 2022.

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

AGENDA DATE: July 6, 2022

PUBLIC HEARING DATE: n/a

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sr. Deputy City Manager, Tracey Jerome, Jose Garcia 915-534-0667

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 1

SUBGOAL: Enhance Visitor Revenues – Convention / Sport Development

SUBJECT:

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

That, the City Manager is authorized to sign an amendment to an Event Support Contract between the City of El Paso ("City") and Consortium Productions ("CRIT") for the 2022 Sun City Crit re-scheduled for September 17, 2022.

BACKGROUND / DISCUSSION:

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

This was an item previously brought before members of council for May 7, 2022, but the event was postponed due to low estimated attendance. The new date has been identified as September 17, 2022.

El Paso was selected through a competitive process to host the Sun City CRIT, part of the USA CRITS series. Each event will bring an estimated economic impact of \$1.3 Million.

The city has committed to support the event with a \$120,000 site fee required to successfully and safely conduct the event. An initial payment will be made by July 29, 2022 in the amount of \$90,000 and the remainder of \$30,000 will be due to Consortium Productions Inc. no later than November 30, 2022.

The City has applied and been approved by the State of Texas Event Trust Fund to seek reimbursement for the city's financial obligations under the Event Support Contract.

PRIOR COUNCIL ACTION:

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

City Council has approved Event Support Contracts for this event in 2019, 2021 and earlier this year for 2022 but also for events such as the 2019 Triple-A All Star Game and the 2019 SMART Airports Conference.

AMOUNT AND SOURCE OF FUNDING:

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

Up to \$101,745.00 is eligible for reimbursement by State of Texas Event Trust Fund. The remainder of the site fee will be supplemented by the Visit El Paso operating budget.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT:
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

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

RESOLUTION

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

That, the City Manager is authorized to sign an amendment to an Event Support Contract between the City of El Paso ("City) and Consortium Productions ("CRIT") for the 2022 Sun City Crit re-scheduled for September 17, 2022.

APPROVED this ____ day of _____, 2022.

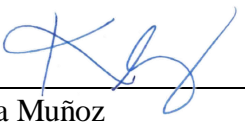
CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jose Garcia
President and CEO, Destination El Paso

6/24/2022

THE STATE OF TEXAS §
 § **AMENDMENT TO EVENT SUPPORT CONTRACT**
COUNTY OF EL PASO §

THIS AMENDMENT TO THE EVENT SUPPORT CONTRACT (“Amendment”) by and between the CITY OF EL PASO, a Texas home rule municipality (the “City”), and Consortium Productions, Inc. (“CRIT”), a Florida based corporation whose registered office is 17051 SW 49th St Southwest Ranches, FL 33331 and EIN 46-0808409.

RECITALS

WHEREAS, On April 12, 2022 Council approved a Resolution to Authorizing the City manager to sign an Event Support Contract between the City of El Paso and Consortium Productions for the 2022 Sun City Crit (the “Event Support Contract” and attached at Exhibit “A”); and,

WHEREAS, the City of El Paso was designated as the host for the Sun City Crit to be held on May 07, 2022; and,

WHEREAS, the City and CRIT desire to amend the Event Support Contract due to a change in the date of the event; and,

WHEREAS, except as herein amended, the Event Support Contract shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants herein, the City and CRIT do hereby mutually agree as follows:

1. Section I- A shall be amended in its entirety as follows:

The City has been designated as the host for the Sun City Crit, scheduled for Saturday, September 17, 2022 with setup and teardown on Friday and Sunday, September 16 and 18, 2022 respectively (the “Event”).

B. The City is obligated to perform functions necessary to host the Event as outlined in Exhibit A as “City Responsibilities.” These functions will result in City expenses to include:

1. To pay a site fee of \$120,000. 75% by July 29, 2022 and remaining 25% no later than November 30, 2022.

2. Exhibit “A”, shall be amended as follows:

Event Support Contract, Sun City Crit, September 16-18, 2022

City Responsibilities:

- Work with CRIT to develop and execute non-race activities that benefit the community – example but not limited to musical entertainment, kids races, all-star races, running races, vendor expo, food court, other sponsor activation areas.
- Coordination of digital advertising campaign to increase Event attendance and hotel impact.
- Coordination of downtown street closures and coordination of permitting for Event.
- To pay a site fee of \$120,000. 75% by July 29, 2022 and remaining 25% no later than November 30, 2022.


Except as herein amended, the Service Agreement shall remain in full force and effect.

CITY OF EL PASO:

Tomás González
City Manager


Date: _____

CONSORTIUM PRODUCTIONS, INC.



Name Printed: Ravi Rajcoomar
Title: President

APPROVED AS TO FORM:



Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jose Garcia
President and CEO, Destination El Paso

6/27/2022

(Exhibit "A" on the following page)

Exhibit "A"

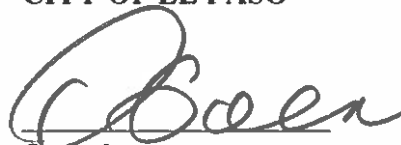
RESOLUTION

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

That the City Manager be authorized to sign an Event Support Contract between the City of El Paso ("City") and Consortium Productions ("CRIT") for the 2022 Sun City Crit scheduled for May 7, 2022.

APPROVED this 12th day of April, 2022.

CITY OF EL PASO



Oscar Leeser

Mayor

ATTEST:



Laura D. Prine

City Clerk

APPROVED AS TO FORM:



Danielle Escontrias

Assistant City Attorney

THE STATE OF TEXAS

§

EVENT SUPPORT CONTRACT

§

COUNTY OF EL PASO

§

This Event Support Contract (the “Contract”) is between the City of El Paso, a Texas home rule municipality (“City”) and Consortium Productions, Inc. (“CRIT”), a Florida based corporation whose registered office is 17051 SW 49th St Southwest Ranches FL 33331 and EIN 46-0808409.

WHEREAS, the City of El Paso has been designated as the host for the
Sun City Crit on May 7, 2022
 (the “Event”); and

WHEREAS, the parties to the present agreement wish to describe the City’s financial commitment in support of the Event and the responsibilities of the City and CRIT to organize the Event.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

I. General Obligations of the Parties

- A. The City has been designated as the host for the Sun City Crit, scheduled for Saturday, May 7 with setup and teardown on Friday, May 6 and Sunday, May 8 respectively (the “Event”).
- B. The City is obligated to perform functions necessary to host the Event as outlined in Exhibit A as “City Responsibilities.” These functions will result in City expenses to include:
 1. To pay a site fee of \$120,000. 75% by April 1, 2022 and remaining 25% no later than May 31, 2022.
 2. Other expenses required to successfully and safely conduct the Event as mutually agreeable between the parties and to not exceed \$10,000.
- C. CRIT is obligated to perform functions necessary to organize and execute the Event as outlined in Exhibit A as “CRIT Responsibilities.”
- D. If said Event is not held, the City is not obligated to expend the monies described in I.B. of this Contract.

II. Term & Termination

- A. The term of this Contract shall begin on March 21, 2022 and shall continue until all payments required pursuant to this Contract have been made, documentation of payment to CRIT is received by the City, all reimbursement from the Texas Events Trust Fund have been made to the City or until terminated by either party in accordance with the provisions of this Contract or until such time as the parties mutually agree to terminate this Contract.
- B. Termination
 - 1. This Contract shall be terminated if the Event does not take place in El Paso, Texas.
 - 2. The obligations of the parties for all costs incurred under this Contract prior to such termination notice, shall survive such termination, as well as any other obligation incurred under this Contract, until performed.

III. GOVERNMENTAL FUNCTION AND IMMUNITY.

- A. Governmental Function. The parties expressly agree that, in all things relating to this Contract, the City enters into this Contract for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City, which in any way pertains to or arises out of this Contract, falls within the definition of governmental function.
- B. Sovereign Immunity. The City reserves, and does not waive, its right of sovereign immunity and similar rights and does not waive its rights under the Texas Tort Claims Act. The parties expressly agree that the City does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

IV. Miscellaneous

- A. Liability. This Contract is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.
- B. Compliance with Laws. In the performance of their obligations under this Contract, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.
- C. Governing Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City.

- D. **Venue.** The parties hereto agree that this Contract shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas. Should the need for dispute resolution arise, venue is in the El Paso County, Texas.
- E. **Current Revenues.** Pursuant to Section 791.001(d)(3), Texas Government Code, the City will make all payments from current revenues.
- F. **No Waiver.** The failure of any party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right of such party to require performance of that provision. Any waiver by a party of any breach of any provision of this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Contract.
- G. **Notice.** All notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following address:

 City: City of El Paso
 Attn: City Manager
 P.O. Box 1980
 El Paso, TX 79950-1890

 CRIT: Consortium Productions, Inc.
 Attn: Ravi Rajcoomar
 17051 SW 49th St
 Southwest Ranches, FL 33331
- H. **Severability.** Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.
- I. **Any amendments to this Contract shall be in writing and signed by all parties.**
- J. **This constitutes the entire agreement of the parties.**

(Signatures follow on next page)

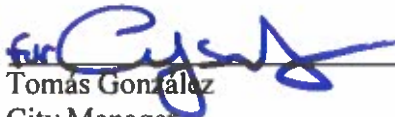
THE STATE OF TEXAS §
COUNTY OF EL PASO §

EVENT SUPPORT CONTRACT


Signature Page

IN WITNESS WHEREOF, City of El Paso, and CRIT have entered into this Contract.

CITY OF EL PASO


Tomas Gonzalez
City Manager


CONSORTIUM PRODUCTIONS, INC.


Name Printed: Ravi Rajcoomar
Title: Chairman, Consortium

APPROVED AS TO FORM:


Danielle Escontrias
Assistant City Attorney

APPROVED AS TO CONTENT:


Jose Garcia
President and CEO, Destination El Paso

**Exhibit A
Event Support Contract
Sun City Crit
May 5-7, 2022**

City Responsibilities:

- Work with CRIT to develop and execute non-race activities that benefit the community – example but not limited to musical entertainment, kids races, all-star races, running races, vendor expo, food court, other sponsor activation areas.
- Coordination of digital advertising campaign to increase Event attendance and hotel impact.
- Coordination of downtown street closures and coordination of permitting for Event
- To pay a site fee of \$120,000. 75% by April 1, 2022 and remaining 25% no later than May 31, 2022.

CRIT Responsibilities:

- Create, develop, and execute cycling event
- Create, develop, and execute athlete recruitment and marketing plan
- Create, develop, and execute community and spectator marketing plan in partnership with the City's Destination El Paso ("DEP") department
- Develop and execute operational plan and budget for technical vendors and 3rd party support for example but not to be limited to – permitting, registration, hotel, timing, sound, announcers, fencing, police/security, truss, lighting, broadcast, screens, power, radios, tenting, hospitality, awards, security, bathrooms, street cleaning, course crossings and sponsors.
- Work to develop and execute non-race activities that benefit the community – example but not limited to musical entertainment, kids races, all-star races, running races, vendor expo, food court, other sponsor activation areas.
- Develop and execute local grassroots outreach plan for the cycling, running, outdoor endurance and general audience.
- Sanction, insure and officiate the event through USA Cycling and its officials.
- Provide appropriate Certificates of Insurance for all required parties
- Develop and execute with DEP appropriate media plan including press conferences, athlete visits, social media campaign, direct outreach as needed
- Develop and execute compelling event day run of show for the local on-site and broadcast audience
- Develop medical plan for athletes and spectators on-site
- Develop crisis communication plan for athletes and spectators on site
- Develop and execute awards, prize-giving ceremonies, and prize money payout
- Develop and execute event staffing and volunteer plan

- Provide attendance, economic impact, hotel room night utilization, event budget, actual events expenses and other reporting as requested by DEP



Legislation Text

File #: 22-748, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Police, Assistant Chief Talamantes, (915) 212-4309

AGENDA LANGUAGE:

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

Approve a Resolution authorizing the City Manager or designee to submit an FY2023 grant application for the Motor Vehicle Crime Prevention Authority (MVCPA) and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant. The grant period will be from September 1, 2022 to August 31, 2023. Requesting grant funding for \$975,265 for personnel salaries, travel, and operating expenses. Cash Match amount will be \$378,420. If awarded, the grant will provide financial support to the Police Department's Auto Theft Task Force to combat motor vehicle theft, burglary of motor vehicles and fraud-related motor vehicle crime.

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

AGENDA DATE: July 6, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Talamantes, 212-4309,
Chief Gregory K. Allen, 212-4302

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Set the Standard for a Safe and Secure City

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

SUBJECT:

Approve a resolution authorizing the City Manager or designee to submit an FY2023 grant application for the Motor Vehicle Crime Prevention Authority (MVCPA) and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant. The grant period will be from September 1, 2022 to August 31, 2023. Requesting grant funding for \$975,265 for personnel salaries, travel, and operating expenses. Cash Match amount will be \$ 378,420. If awarded, the grant will provide financial support to the Police Department's Auto Theft Task Force to combat motor vehicle theft, burglary of motor vehicles and fraud-related motor vehicle crime.

BACKGROUND / DISCUSSION:

The FY23 MVCPA grant will fund personnel salaries, fringe benefits, travel, supplies, and direct operating expenses for the Police Department's Auto Theft Task Force. El Paso Police Department has received this grant since 1991.

PRIOR COUNCIL ACTION:

The FY22 MVCPA grant was approved by City Council on June 9, 2021.

AMOUNT AND SOURCE OF FUNDING:

Cash Match of \$378,420 will be funded through the Police Department General Fund. Accounting string 560000-321-1000-21060

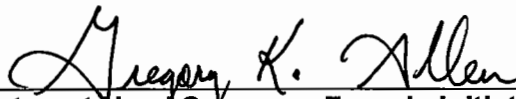
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

Revised 04/09/2021

RESOLUTION

WHEREAS, the City of El Paso is eligible to receive grants from the Texas Department of Motor Vehicles through the Motor Vehicle Crime Prevention Authority (MVCPA) grant program to provide financial support to the El Paso Police Department for automobile theft enforcement teams and to combat automobile burglary in El Paso, pursuant to the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57; and

WHEREAS, the El Paso City Council finds that the MVCPA FY2023 grant program will assist the City of El Paso to combat motor vehicle theft, burglary of motor vehicles and fraud-related motor vehicle crime; and

WHEREAS, the El Paso City Council agrees that in the event of loss or misuse of the MVCPA grant funds, the City of El Paso assures that the grant funds will be returned in full to MVCPA; and

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

1. That the City Manager, or designee, be authorized to submit an MVCPA FY2023 grant application in the amount of \$975,265.00 and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant.
2. That the City of El Paso agrees to provide a cash match in the amount of \$378,420.00 and in-kind match of salaries and benefits for sworn officers and civilian positions and contractual obligations.
3. That the El Paso Police Department Auto Theft Task Force Lieutenant or designee is designated as the Program Director.
4. That the City of El Paso's Chief Financial Officer, or designee, is designated as the Financial Officer for this grant.

ADOPTED this 6 day of July, 2022.

(Signatures on the following page)


CITY OF EL PASO

Oscar Leeser
Mayor

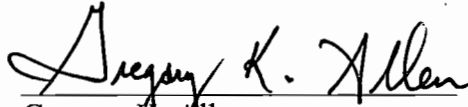
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:


Gregory K. Allen
Chief of Police

City of El Paso Taskforce Grant Application for Fiscal Year 2023

[Request for Application \(RFA\)](#)Primary Agency / Grantee Legal Name: *City of El Paso*Organization Type: *Law Enforcement*Organization ORI (if applicable): *TX0710200: EL PASO PD (MIP)***Program Title** Please enter a short description of the proposed program that can be used as the title.*El Paso Police Department's Auto Theft Task Force***Application Category** (See **Request for Applications [RFA]** for category details and descriptions RFA Priority Funding Section):**MVCPA Program Category** (see **RFA** and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration
- Reduction of the Sale of Stolen Vehicles or Parts
- Education Programs and Marketing

Taskforce Grant Participation and Coverage Area**Provide a General Description of the Participating and Coverage Area of this Grant Application**

The El Paso Police Department's Auto Theft Task Force is the participating agency and provides coverage to all the listed agencies that are located within the City and County of El Paso, Texas. To Include the Native American tribe of Ysleta del Sur Pueblo and the Fort Bliss Military Base.

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX0710200 EL PASO PD (MIP)	TX0710000 EL PASO CO (MIP) (AE)
	TX0710100 ANTHONY PD (AE)
	TX0710400 UT EL PASO PD (AE)
	TX0711100 EL PASO COMM COLLEGE PD
	TX0711300 EL PASO ISD PD (AE)
	TX0711400 HORIZON CITY PD (AE)
	TX0711600 SOCORRO PD
	TX0712200 SOCORRO ISD PD (AE)

• **Other Coverage** (Use if ORI not listed or explanation is necessary.):

In addition to the listed Coverage Agencies above, the taskforce also provides coverage to the listed agencies: Ysleta Del Sur Tribal Police; Fort Bliss, Texas CID and Military Police; Clint Police Department [TX0711200]; Texas Tech University Police Department (El Paso Campus); San Elizario Police Department [TX 0712800]; Canutillo ISD Police Department [TX07112700]; (7) Constable Precincts within the City and County of El Paso, Texas; City of El Paso Fire Marshalls Division [TX0711500]; and, El Paso County Fire Marshalls Office [TX0712600].

Resolution: Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

Enter MVCPA and Cash Match Amounts

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
<i>Personnel</i>	\$940,267	\$0	\$940,267	\$1,227,263
<i>Fringe</i>	\$0	\$320,820	\$320,820	\$475,250
<i>Overtime</i>				
<i>Professional and Contract Services</i>				
<i>Travel</i>	\$11,128	\$0	\$11,128	
<i>Equipment</i>				
<i>Supplies and Direct Operating Expenses (DOE)</i>	\$23,870	\$57,600	\$81,470	\$67,500
Total	\$975,265	\$378,420	\$1,353,685	\$1,770,013
Cash Match Percentage		38.80%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Personnel						
Police Lieutenant	Investigator/LEO	100			\$0	\$110,304
Police Sergeant	Investigator/LEO	100			\$0	\$93,528
Police Sergeant	Investigator/LEO	100			\$0	\$93,454
Police Detective	Investigator/LEO	100			\$0	\$83,774
Police Detective	Investigator/LEO	100			\$0	\$85,559
Police Detective	Investigator/LEO	100			\$0	\$79,856
Police Officer	Investigator/LEO	100			\$0	\$75,149
Police Officer	Investigator/LEO	100			\$0	\$73,493
Police Officer	Investigator/LEO	100			\$0	\$63,586
Police Officer	Investigator/LEO	100			\$0	\$75,149
Police Officer	Investigator/LEO	100			\$0	\$73,493
Police Officer	Investigator/LEO	100			\$0	\$75,149
Police Officer	Investigator/LEO	100			\$0	\$63,169
Police Officer	Investigator/LEO	100			\$0	\$70,890
Police Officer	Investigator/LEO	100			\$0	\$85,559
Senior Office Assistant	Administrative / Support	100			\$0	\$25,151
Police Sergeant	Investigator/LEO	100	\$93,135	\$0	\$93,135	
Police Detective	Investigator/LEO	100	\$85,633	\$0	\$85,633	
Police Detective	Investigator/LEO	100	\$82,895	\$0	\$82,895	
Police Officer	Investigator/LEO	100	\$83,785	\$0	\$83,785	
Police Officer	Investigator/LEO	100	\$83,785	\$0	\$83,785	
Police Officer	Investigator/LEO	100	\$85,605	\$0	\$85,605	
Police Officer	Investigator/LEO	100	\$75,149	\$0	\$75,149	
Police Officer	Investigator/LEO	100	\$75,149	\$0	\$75,149	
Police Officer	Investigator/LEO	100	\$82,895	\$0	\$82,895	
Police Officer	Investigator/LEO	100	\$85,559	\$0	\$85,559	

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Auto Theft Public Awareness Manager	Administrative / Support	100	\$56,637	\$0	\$56,637	
Auto Theft Senior Office Assistant	Administrative / Support	100	\$50,040	\$0	\$50,040	
Total Personnel		2800	\$940,267	\$0	\$940,267	\$1,227,263

Fringe

Auto Theft Senior Office Assistant	Administrative / Support		\$0	\$15,891	\$15,891	
Police Lieutenant	Investigator/LEO				\$0	\$40,745
Police Sergeant	Investigator/LEO				\$0	\$34,485
Police Sergeant	Investigator/LEO				\$0	\$41,917
Police Detective	Investigator/LEO				\$0	\$32,100
Police Detective	Investigator/LEO				\$0	\$37,967
Police Detective	Investigator/LEO				\$0	\$38,565
Police Officer	Investigator/LEO				\$0	\$32,093
Police Officer	Investigator/LEO				\$0	\$37,002
Police Officer	Investigator/LEO				\$0	\$22,020
Police Officer	Investigator/LEO				\$0	\$24,868
Police Officer	Investigator/LEO				\$0	\$24,460
Police Officer	Investigator/LEO				\$0	\$29,993
Police Officer	Investigator/LEO				\$0	\$27,043
Police Officer	Investigator/LEO				\$0	\$17,586
Police Officer	Investigator/LEO				\$0	\$21,178
Senior Office Assistant	Administrative / Support				\$0	\$13,228
Police Sergeant	Investigator/LEO		\$0	\$24,859	\$24,859	
Police Detective	Investigator/LEO		\$0	\$23,065	\$23,065	
Police Detective	Investigator/LEO		\$0	\$25,788	\$25,788	
Police Officer	Investigator/LEO		\$0	\$34,060	\$34,060	
Police Officer	Investigator/LEO		\$0	\$34,060	\$34,060	
Police Officer	Investigator/LEO		\$0	\$21,034	\$21,034	
Police Officer	Investigator/LEO		\$0	\$31,951	\$31,951	
Police Officer	Investigator/LEO		\$0	\$31,951	\$31,951	
Police Officer	Investigator/LEO		\$0	\$31,859	\$31,859	
Police Officer	Investigator/LEO		\$0	\$29,177	\$29,177	
Auto Theft Public Awareness Manager	Administrative / Support		\$0	\$17,125	\$17,125	
Total Fringe			\$0	\$320,820	\$320,820	\$475,250

Overtime

Total Overtime

Professional and Contract Services

Total Professional and Contract Services

Travel

MVCPA Board Meetings/Workshops	Administrative In-state	\$8,128	\$0	\$8,128
Taskforce Training	Law enforcement In-State	\$2,000	\$0	\$2,000
Taskforce Training	Law enforcement Out-of-State	\$1,000	\$0	\$1,000
Total Travel		\$11,128	\$0	\$11,128

Equipment

Total Equipment

Supplies and Direct Operating Expenses (DOE)

Paging/Communication Devices	\$17,673	\$0	\$17,673	
Vigilant	\$2,500	\$0	\$2,500	
Office Supplies	\$800	\$0	\$800	
Promotional Supplies	\$2,897	\$0	\$2,897	
Vehicle Leases	\$0	\$57,600	\$57,600	\$67,500

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
Total Supplies and Direct Operating Expenses (DOE)			\$23,870	\$57,600	\$81,470	\$67,500

Budget Narrative

A. Personnel

Police Lieutenant: Under minimal supervision oversees the operations of the Auto Theft Task Force and serve as the Taskforce's Program Director. Administers and executes the MVCPA grant. Is responsible for writing the MVCPA grant. Commands the unit to assure department goals and objectives are met. Is directly involved with the unit's budget preparation. Is responsible for monitoring the budget, supplies, and equipment during the grant cycle. Commonly interacts with Departmental Command Staff, Accounting Staff, Grant Staff as well as Local, State, and Federal Law Enforcement partners. Requires frequently changing work schedules, must be available for callout duties and occasional rotating shift work. Police Sergeant: Under general supervision directly supervises auto theft investigators or a tactical field team, to ensure quality, and accurate work methods are followed through. Makes assignments and coordinates activities of the unit. Ensures assignments are completed in a timely manner. Monitors and reviews cases, prepares reports as assigned. Develops and implements action plans. Provides training and ensures logistical needs of the unit are met. Assists in budget preparation, monitors budget, supplies and equipment. Interacts frequently with department supervisors, public, business community, civic organizations, as well as local, state, and federal law enforcement agencies. Requires frequently changing schedules, including callout duty, and rotating shift work. Police Investigator (Officer/Detective): Under direct and indirect supervision, prepares quality and accurate investigations of auto related offenses. Prepares fully investigated cases for Presentation to the District Attorney's Office. Collaborates with the District Attorney's Office regarding case packets, sentencing, and addressing repeat offenders. Develops and works with informants. Conducts surveillance in plain-clothes capacity checking for on-view vehicle thefts and other crimes while remaining responsive to the patrol division. The Investigator will use a proactive approach regarding auto thefts through participation of any related duties to include, but not limited to Crime Prevention Presentations, Border Partners (Mexican Liaison), Surveillance, and Investigations. Investigators are deputized to investigate and follow-up in the three West Texas Counties of El Paso, Hudspeth, and Culberson. The investigator interacts frequently with department supervisors, the public, the business community, other law enforcement agencies (Local, State, and Federal), and civil and regulatory governmental entities. Once the investigator is appointed to the taskforce, the investigator acknowledges and agrees unconditionally that he or she will be required to frequently change work schedules, rotating days off, be on continuous call-out status, travel, and/or work rotating shifts. The investigator further agrees that if at any moment that he or she is no longer able or willing to accept and abide by the position requirements, that he or she will forfeit his or her position with the Auto Theft Task Force. Police Field Team Officer (Officer/Detective): Under direct and indirect supervision, prepares quality and accurate investigations of auto related offenses. Field Team Officers are deputized to investigate and follow up in the three West Texas Counties of El Paso, Hudspeth, and Culberson. Field team officers develop and work with informants, conduct surveillance in plain-clothes capacity, checking for on-view vehicle thefts and other crimes, while remaining responsive to the patrol division. Field team officers utilize a proactive approach regarding auto thefts through participation of any taskforce related duties. Taskforce duties include, but are not limited to Crime Prevention Presentations, Border Partners (Mexican Liaison), Surveillance, and automobile crime Investigations. Field team officers frequently interact with department supervisors, the public, the business community, other law enforcement agencies (Local, State, and Federal), and civil & regulatory governmental entities. Once appointed to the taskforce, the field team officer acknowledges and agrees unconditionally that he or she will be required to frequently change work schedules, rotating days off, be on continuous call-out status, travel, and/or work rotating shifts. The field team officer further agrees that if at any moment that he or she is no longer able or willing to accept and abide by the position requirements, that he or she will forfeit his or her position with the Auto Theft Task Force. Senior Office Assistant: Greets and assist city personnel, officials, and the public in person and over the phone. Greets and responds to visitors and personnel in a professional manner. Provides appropriate information and documents to city personnel and the public related to area of responsibility. Exercise of proper telephone etiquette, responding to inquiries to the appropriate party. Prepares and edits specialized documents and correspondence for review. Reviews and enters sensitive and complex data, maintains records, files, databases, and record keeping sources. Updates and prepares spreadsheets. Performs a broad variety of related office clerical activities and support functions. Auto Theft Public Awareness Manager: Is responsible for the planning and implementation of auto theft related public awareness presentations and law enforcement auto theft training events. Writes, composes, edits, using a journalistic style of writing, to create auto theft informational presentations for the dissemination to local newspapers, news outlets, radio stations, and social media. Actively participates in a wide variety of social media activities such as blogging, community development and management, social bookmarking, or commenting. Coordinates and participates in public speaking engagements, conferences exhibits, and various activities that support the statewide goal of vehicle crimes prevention and the "Watch Your Car" Campaign. Coordinates and participates in VIN etching events. Prepares and compiles monthly statistical information of the different types of events attended and the number of attendees that participated during the events. Works with the private sector, insurance companies, and local businesses for the distribution of auto theft prevention and awareness information to vehicle owners and operators in Texas. Serves as public information liaison for the taskforce and provides information to the media via the El Paso Police Department's Public Information Office (PIO). Establishes and maintains an effective working relationship with community, to include, new and used car dealers, in order to implement auto theft awareness and prevention programs designed to educate customers purchasing new and used vehicles. Auto Theft Senior Office Assistant: Types memorandums, correspondence, reports, forms, and other related materials from rough copies, audible recordings and other sources. Composes routine correspondence for the Taskforce Program Director's signature. Establishes and maintains MVCPA and taskforce files, records and reviews documents for accuracy and completeness. Compiles information for the MVCPA quarterly and yearly reports, maintains balances on budget accounts, maintains the unit inventory list, and related property records. Greets visitors, provides information, and refers visitors to the appropriate taskforce personnel. Takes and relays messages, information and instructions to designated taskforce personnel. Schedules appointments for the program director and taskforce staff. Arranges MVCPA sponsored travel itineraries and travel reservations for taskforce personnel. Arranges date, time, and place of taskforce staff meetings and notifies interested parties. Interprets and translates from Spanish to English and vise-versa, official police department reports for recovered stolen vehicles in Mexico. Translates for Spanish speaking automobile crime victims and/or witnesses when they meet with an auto theft investigator at the office to provide a statement and translates Mexican authorities' reports for taskforce personnel.

B. Fringe

Budget Narrative

SALARY FRINGE: Sworn Law Enforcement Officer Fringe Benefits include FICA (1.45%), Unemployment (.10%), Pension (18.5%), and Workers Compensation (4.66%). Standard insurance benefits such as Health Insurance, Life Insurance, Vision and Dental Fringe Benefits were calculated using current year expenditures. Civilian Fringe Benefits include FICA (7.65%), Unemployment (.10%), Pension (14%), and Workers Compensation (.29%). Standard insurance benefits such as Health Insurance, Life Insurance, Vision and Dental Fringe Benefits were calculated using current year expenditures. Fringe benefits for grant funded salaries will be covered 100% by cash match.

E. Travel

Travel funds will be used to pay for active taskforce members of the El Paso Police Department's Auto Theft Task Force to attend automobile crime courses, conferences, meetings, and workshops related to taskforce functions, both within the State of Texas and outside of the State of Texas, with prior MVCPA approval as mandated by the Grant Administrative Manual. Administrative In-State Travel may include, but is not limited to, any or all MVCPA Board Meetings, Workshops, MVCPA Committees that a taskforce member is appointed to, and Intel Meetings with other agencies or other taskforces [\$8128.00]. Law Enforcement In-State Travel may include, but is not limited to, MVCPA or NICB sponsored automobile investigation courses and/or other courses that have a nexus to automobile crimes (Theft of Vehicles, Burglary of Vehicles, Fraud, Organized Crime, Informants, Chop Shop Investigations, Gangs, Cartels, etc.) [\$2000.00]. Law Enforcement Out-of-State Travel may include, but is not limited to, various automobile training courses that have a nexus to automobile crimes that are being offered in a venue close to El Paso, TX. For example, some of the exact courses that are being offered in Central and East Texas, are also offered in Albuquerque, NM, which is only a 4-hour drive from El Paso [\$1,000.00]. Taskforce members, regardless of funding source (MVCPA or In-Kind), as recommended by the Taskforce Program Director/Commander, and upon approval by the department, may travel to training courses, meetings, and conferences that are reasonable and related to the taskforce's function. Attendance to the aforementioned will be beneficial to the taskforce's mission and will be done in accordance with the MVCPA Grant Administrative Manual.

G. Supplies and Direct Operating Expenses (DOE)

Paging/Communication Devices: In order to maintain communication with the sworn taskforce officers, taskforce supervisors require cell phone communications to relate information, and receive updates as to the status of any active callout cases that taskforce officers are sent to investigate out in the field. Bait vehicle equipment, tracking devices, and LPR's have been incorporated into the taskforce's functions to combat automobile related crimes. As a result, the utilization of this equipment, requires monitoring of equipment by using laptops with the use of MIFI's. This enables taskforce officers to respond accordingly, such as in the case of the detection of a stolen vehicle with an LPR, or to catch auto thieves during a bait vehicle operation, with the use of a fully monitored laptop while out in the field. Lastly, MIFI's allow taskforce officers the ability to connect to departmental secured servers that allow access to various law enforcement databases, such as NCIC/TCIC. MIFI's allow the taskforce members the opportunity to complete criminal or administrative reports out in the field and enhances the productivity of the taskforce. One dedicated cell phone with international capability is required to maintain International communication with Mexican authorities in Mexico, and is used solely by the taskforce's Mexican liaison officer. Recently, the El Paso Police Department has been experiencing police radio disruptions throughout the entire City of El Paso. Intelligence reports indicate that a Mexican cartel has erected a high frequency jammer in Mexico to disrupt Law Enforcement radio communications in the United States, namely, El Paso. Cell phones with push-to-talk capabilities will be purchased for every sworn taskforce officer to circumvent the vulnerability of disruptive communications and to enhance officer safety while out in the field. 17 MIFI's with an approximate cost of \$7750.00 and 24 cell phones with an approximate cost of \$9923.00 will be purchased including services for use of taskforce officers during the current fiscal year. **Vigilant:** The taskforce has integrated the use of License Plate Recognition (LPR) technology and has contracted with Vigilant Solutions, a company that specializes in providing video content analysis algorithms and data distribution networks. The Vigilant license is a necessity in order to keep running the License Plate Readers out in the field. LPR's are used to detect stolen vehicles via the reading of license plates that have been entered into NCIC as stolen. LPR's enhance the recovery rate of stolen vehicles and turn the taskforce from being reactive to proactive. Proactive in the sense that surveillance can be initiated immediately upon detection of the stolen vehicle, with the ultimate goal of arresting the auto thief, when he or she returns for the stolen vehicle. **Office Supplies:** Supplies are necessary for the taskforce's daily operations and will assist with an efficient and proficient work environment. The following office supplies will assist the taskforce with their administrative mission during the current fiscal year. The following office supplies may include, but are not limited to, pens, pencils, pocket notebooks, legal size notebooks, high lighters, flashlight batteries, erasers, paperclips, manila envelopes, legal size envelopes, regular envelopes, scotch tape, staplers, staples, thumb drives, business cards, binders, sticky notes, rulers, and binding machine materials (Plastic clips, clear cover sheets, and cardboard backing). Other office supplies include hand soap, hand sanitizer, sanitizing spray, latex gloves, and face masks to prevent the catching and/or spreading of the COVID-19 virus [\$800.00]. **Promotional Supplies:** With crime prevention being a component to the program, this budget will be used to purchase materials, supplies aimed at public awareness, to include but not limited to: stickers, pencils, key chains, shirts, vests, jackets and any other items promoting the, "Watch Your Car" campaign, and any other MVCPA program. This budget will also cover VIN etching supplies, that are used to VIN etch vehicles during events, and the re-wrap of the crime prevention vehicle. **Vehicle Leasing:** The taskforce requires the use of unmarked vehicles for daily tactical and field operations. The nature of the undercover work makes it necessary for taskforce members to blend in with the vehicles of the public. The City of El Paso has a contract with ACME car rentals to provide vehicles for the taskforce to use. The cost for sedans varies between \$650.00 and \$685.00. Eight (8) vehicle leases for a 12-month period will be funded as Cash Match for \$57,600.00 and seven (7) vehicle leases for a 12-month period will be covered from In-kind for \$61,920.00.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Fringe	Grantee	\$320,820
8 Vehicle Leases	Grantee	\$57,600
Total Cash Match		\$378,420

Source of In-Kind Match

Personnel	Grantee	\$1,227,263.00
Fringe	Grantee	\$475,250.00
7 Lease Vehicles	Grantee	\$67,500.00
Total In-Kind Match		\$1,770,013.00

Statistics to Support Grant Problem Statement

Reported Cases	2020			2021		
	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
City of El Paso	822	1,256	20	992	1,278	2

Application Narrative**Grant Introduction (Executive Summary) and General Information**

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

Safety and security continues to be an essential part of the economic growth and prosperity of the City of El Paso, TX. In order to achieve this, the El Paso Police Department must continue to maintain a strong relationship with its citizens; it must establish and maintain new and continued law enforcement partners through constant teamwork with all stakeholders. The El Paso Police Department's Auto Theft Task Force program will efficiently use Motor Vehicle Crime Prevention Authority (MVCPA) grant funding to combat and reduce automobile crimes, which includes theft of vehicles, motor vehicle burglaries, and fraud related motor vehicle crimes. MVCPA grant funding will ensure the sustainment of the highly specialized Auto Theft Task Force officers and support staff. Taskforce officers are who respond and investigate motor vehicle offenses that occur throughout the City of El Paso. Furthermore, the MVCPA grant will assist with the enhancement of automobile crime measures such as surveillance, fugitive roundups, international bridge operations, and automobile business inspections governed by the Texas Transportation Code and the Texas Occupation Code. The goal of the program is the reduction of theft of vehicles, motor vehicle burglaries, and automobile fraud offenses occurring within the City of El Paso. The accomplishment of this goal will be contingent upon the collaboration between the citizens of El Paso and all local, state and federal law enforcement partners.

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

The El Paso Police Department's Auto Theft Task Force unit is part of the El Paso Police Department's Organized Crime Division. The Organized Crime Division is one of five bureaus within the large police department. Assistant Chief (A/C) H. Talamantes, who reports directly to the Chief of Police Gregory Allen, heads the Investigations Bureau. A/C Talamantes is in charge of two Divisions, the Organized Crime Division and the Major Crimes Division. Commander R. Moton is the Division Commander of the Organized Crime Division. The Organized Crime Division consist of five investigative units: The Auto Theft Task Force, the Fusion Center, the Gang Unit, the Narcotics Unit, and the Special Investigative Unit (SIG). All five of the investigative units have their own assigned unit commanders. Lieutenant R. Porras, Jr. is the Unit Commander for the Auto Theft Task Force.

The motor vehicle theft problem in the City of El Paso is unique due to the geographical positioning of the city. The City of El Paso has four International Bridges connecting the City of El Paso, with a population of approximately 839,238, with the City of Juarez, Mexico, that has a population of over 1.3 million (Source: U.S. Census Bureau and State of Chihuahua CIES). The El Paso-Ciudad Juarez community is the largest metropolitan area on the border between the United States and Mexico. It is estimated that this metropolitan area, comprised of El Paso, Texas and Ciudad Juarez, Mexico has a combined population of approximately 2.2 Million inhabitants.

The City of El Paso borders the State of New Mexico, which lends to criminal groups crossing state lines, between New Mexico and Texas, and ultimately crossing stolen vehicles into Juarez, Mexico. Also bordering the City of El Paso is one of the largest Army Posts in the Country, Fort Bliss, TX. Criminal activities initiated in El Paso cross into Fort Bliss military jurisdiction and vis-versa. The taskforce is in consistent contact with local, state, and federal authorities in Las Cruces, NM; Albuquerque, NM; Fort Bliss, TX; all smaller adjoining municipalities of the City of El Paso; and Juarez, Mexico.

The El Paso Police Department's Auto Theft Task Force is an exclusive auto theft authority that exists in the West Texas Region of the State of Texas. The taskforce uses established partnerships with local, state, and federal law enforcement officers, as well as Mexican authorities to accomplish its local mission. The taskforce provides services to all Texas citizens and to any visitors of the City of El Paso, Texas that become a victim of an automobile crime.

Grant Problem Statement

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Opportunistic offenders, prolific repeat offenders, and citizens leaving their vehicles unlocked, with items in plain sight, appear to be the driving factors for motor vehicle burglaries within the City of El Paso, Texas. Opportunistic offenders tend to be younger persons within the age group of 15 years old to their early 20's. This category of burglar tends to prey on unsecured vehicles. The opportunistic offender participates in a criminal ritual called, "Car hopping." Car hopping occurs when an opportunistic offender targets

areas with a large selection of vehicles, such as apartment complexes, movie theaters, shopping centers, malls, etc. The opportunistic offender simply walks through the parking lot, checking vehicle door handles, until an unlocked vehicle is located. These offenders quickly take advantage of the situation by gaining entry into the vehicle and burglarizing any valuables that are easily observed and located. Prolific repeat offenders tend to be habitual drug users and commit burglaries to support their drug habits. Both the opportunistic offender and prolific repeat offenders prey on citizens that leave their vehicles unlocked and leave high dollar items unsecured and in plain sight.

- 2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Taskforce officers have seen a trend of opportunistic offenders that begin with car hopping, advancing to stealing the entire vehicle. Car Hoppers are locating unlocked vehicles and in addition to burglarizing the unlocked vehicles, they will check for the vehicles keys and/or key fobs and take the entire vehicle. In addition to the car hopping theft, El Paso is still experiencing theft of vehicles by well-organized, professional theft rings, which operate in both the United States and Mexico. These thieves illegally export stolen vehicles from El Paso, TX to Juarez, Mexico. The sophisticated rings are notorious for crossing geographical boundary lines into El Paso from the neighboring New Mexico Counties of Dona Ana and Otero, to include the City of Albuquerque, NM, and Fort Bliss, TX. As international travel restrictions that were enacted during the pandemic are being lifted, an increase in demand for stolen vehicles has been observed. As society is returning to a state of normalcy, so are criminal activities associated with Mexican Drug Cartels and Transnational Gangs operating on both sides of the United States and Mexico border.

The program will make modifications of previous taskforce tactics as needed and continue to utilize proficient proactive strategies in an effort to address theft of vehicles in El Paso, TX. The program will continue to use strategies (i.e. working with all local, state, and federal law enforcement agencies: training and educating law enforcement personnel in the investigation of theft of vehicles, motor vehicle burglaries, and automobile fraud). The program will complement existing patrol personnel strategies with theft of vehicle and burglary of vehicle surveillance operations. The program will continue to combine efforts with U.S. Customs and U.S. Border Patrol through use of Bridge Operations designed to identify stolen vehicles being crossed into Mexico. A direct correlation between auto thefts, narcotics, homicides, human trafficking, and other smuggling operations have been identified in the City of El Paso. As a result, auto theft has developed into a significant source of major criminal activity. The demographics indicate that organized criminal activity, re-organization, and homeland security responsibilities demand substantial staff to manage intensive time consuming operations to successfully target ongoing criminal activity that involves stolen vehicles and related crimes within the City of El Paso.

- 2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

Taskforce officers have come across fraud cases involving False Reports and Fraudulent Transfer of a Motor Vehicles. Most False Report cases being investigated by the taskforce are resulting from cases that are filed as either a Theft of Vehicle or an Unauthorized Use of Vehicle (UUV) case. The common factors attributed to the offense of False Report is that most reporters in these types of cases are trying to cover up wrongdoing that their vehicle was or may be possibly involved with. For example, taskforce investigators have uncovered several cases where these unscrupulous reporters loan out, usually in trade for drugs, to a fellow drug addict, their vehicle and the vehicle is not returned at the agreed upon time. The reporter simply calls the police, in an attempt to cover himself/herself, by filing a UUV police report. The main reason being that they know or suspect, that the person they loaned their vehicle to, could possibly involve their vehicle in criminal activity. Taskforce investigators investigate a second type of False Report that usually involves a person that is involved in a DWI crash. The person flees the scene of the crash and subsequently reports their vehicle as stolen to avoid fault. Taskforce officers also investigate cases where a person steals a relative's identity and uses it to purchase a motor vehicle by fraudulent means. For example, a person uses his own father's identity to obtain credit, purchases a vehicle, and then sells the vehicle to an unsuspecting person. The offender in this case this type of case is then charged with the offenses of Identity Theft, Forgery, False Statement to Obtain Credit, and Fraudulent Transfer of a Motor Vehicle.

- 2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

Taskforce officers occasionally investigate cases involving Insurance Fraud. Insurance fraud usually occurs when a vehicle owner can no longer afford payments on a vehicle that he/she purchased, so the person commits what is referred to as an, "Owner Give-Up." Investigators have discovered multiple methods that these deceitful people use. A few examples are when the owner of a vehicle purposefully leaves their vehicle unlocked, with the keys attached, with hopes that it be stolen, and alleviate them from a car payment. Some people take the vehicle out into the desert and torch the vehicle, while others simply drive their vehicle into Mexico, abandon it, and then usually walk back into the United States. In all the insurance fraud examples, these dishonest people then file a fraudulent insurance claim.

Taskforce officers participate in proactive measures to prevent stolen vehicles from being taken into Juarez, Mexico. According to recent NICB data, the Bridge of the Americas (BOTA), which is an international port-of-entry that is located in El Paso, Texas, is responsible for the highest recorded numbers of illegally exported stolen vehicles taken south of the border into Juarez, Mexico. Taskforce officers routinely conduct joint southbound bridge operations with officers of Customs and Border Protection (CBP) at all three international port-of-entries that lead into Mexico, to include BOTA, and check for stolen vehicles that may be in the process of being illegally exported into Juarez, Mexico. When taskforce officers begin conducting southbound bridge operations, the criminal element quickly spreads the word that Auto Theft Task Force officers are working at the bridges, via their cell phones and/or Facebook. This allows auto thieves time to store any stolen vehicles in neighborhoods adjacent to the ports-of-entry. Having prior knowledge of such tactics, taskforce officers conduct LPR operations in areas that are known drop-off sites for stolen vehicles. The auto thieves have lookouts that monitor the different ports, in anticipation of taskforce officers concluding their bridge operations.

Past and present intelligence indicates a nexus between stolen vehicles, narcotics, homicides, human trafficking, and other smuggling operations that are being directed by Mexican drug cartels and transnational gangs working on both sides of the border. In an effort to

disrupt the criminal enterprises of Mexican drug cartels and transnational gangs operating within the City of El Paso, the taskforce works closely with the El Paso Police Department's Gang unit and maintains a database of known auto thieves, some of whom are known to have gang affiliations, and links to Mexican cartels. The taskforce routinely conducts warrant round-ups of these same known auto theft offenders. Vital information is constantly being shared between Auto Theft Task Force officers and the El Paso, Texas Anti-Gang Center (TAG) that houses local, state, and federal law enforcement gang investigators.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

The El Paso Police Department's Auto Theft Task Force unit is part of the El Paso Police Department's Organized Crime Division. The Organized Crime Division is one of five bureaus within the large police department. Due to the large metropolitan area and complexity of the multiple different units of the police department that are designated to investigate an array of different offenses. The offense of burglary of vehicle is one such offense that is generally handled at the regional command level. Regional Command TAC Units handle all burglary of habitations and burglary of vehicles as designated by the Chief of Police. Each of the five (5) regional command centers and have set geographical boundaries within the City of El Paso.

Many of the burglary suspects cross the city's geographical boundaries and the taskforce plays the integral role of bridging the gap of criminal mobility. The taskforce assists the different regional command centers with bait car operations, surveillance, and intelligence gathering for burglary investigations. All taskforce supervisors, detectives and officers are deputized to investigate and follow-up in the three West Texas Counties of El Paso, Hudspeth, and Culberson. The taskforce has the flexibility to move around the City and County of El Paso, to follow and surveil offenders, to follow-up on major crime trends and patterns associated with burglary of vehicles. The taskforce is a well-structured unit consisting of three teams. The first team is made up of Investigators who frequently collaborate with the District Attorney's Office regarding case packets, sentencing, and addressing repeat offenders. The second team is made up of proactive officers that make up a street field team. The field team conducts surveillance, initiates investigations, recover stolen vehicles, and conduct business inspections. The third street team's composition, duties, and responsibilities are the same as that of the second team. Both field teams work a rotating schedule of either a dayshift or an evening shift.

The mission of all three teams is to have a holistic approach of targeting all areas of automobile crimes that include burglary of vehicles and theft of motor vehicle parts that are within the capability of the unit. The taskforce conducts salvage check operations at junk yards, metal recycling businesses, mechanic shops, and body shops. The salvage checks are used to check for stolen parts that could be used as replacement parts or sold as metal.

3.2 Functions of the proposed program related to motor vehicle theft.

The El Paso Police Department's Auto Theft Task Force is a unit which is part of the El Paso Police Department's Organized Crime Division. The taskforce pursues auto theft initiatives dealing with prevention and investigation of automobile crimes. The taskforce formalizes objectives that include the disruption and dismantling of criminal organizations with a special interest in auto theft as part of its domestic efforts. Multi-national cooperative law enforcement efforts integrating intelligence, international liaison, and investigations are the foundation of the taskforce's international strategy. This model relies heavily on electronic reporting and coordinating law enforcement initiatives with Mexican law enforcement officials. The goal is to provide a model plan that can eventually be implemented at every United States-Mexico port-of-entry, to stop the illegal exportation of stolen vehicles. The taskforce will facilitate the pooling of expertise and other resources to address the entire spectrum of auto theft activity that includes syndicated crime organizations and unaffiliated small theft rings and criminal street gangs. The taskforce coordinates responses to Theft, Burglary, and Fraud of Motor Vehicle Crimes throughout City and County of El Paso, Texas. This ultimately maximizes intelligence and overall information for the investigation and prosecution of automobile crimes.

The taskforce has an investigative orientation with formal planning and strategies that emphasizes criminal organizations and specific criminals. The taskforce incorporates street level enforcement that is activity response oriented. It is designed to provide sophisticated and specialized service through a strategy of flexible response. The taskforce has two field teams of highly trained officers whose primary mission is to complete operations in the field. The taskforce targets some offenders based on known crime trends and patterns. The taskforce routinely conducts surveillance at high target areas that have been identified as hot spots by the taskforce's assigned crime analyst. The taskforce routinely uses non-paid informants as a source of information. The taskforce conducts bait operations with the use of a bait (decoy) vehicle, with hopes of affording the would-be thief the opportunity to steal the bait (decoy) vehicle, and catch the would-be thief in the process. The taskforce conducts salvage check operations at junk yards, metal recycling businesses, mechanic shops, and body shops. The salvage checks are used to check for stolen vehicles and stolen parts that could be used as replacement parts or sold as metal.

The City of El Paso is divided into five geographic areas of police responsibility. Each geographic area has a Police Regional Command Center for their specific jurisdiction within the city. Taskforce supervisors routinely coordinate and work joint auto theft operations with the different regional commands that are experiencing a rise in auto thefts or burglary of vehicles. Tactics that are regularly used are a combination of surveillance in unmarked police units, saturation patrol by marked units, and the use of the marked bike patrol officers. Taskforce investigators are responsible for case management of assigned auto theft and fraud cases. The

investigators are assigned cases to investigate and are responsible for presenting completed investigations to the District Attorney's Office. The investigators routinely collaborate with the different Law Enforcement Agencies from El Paso, TX; New Mexico; Fort Bliss, TX; and Juarez, Mexico. The investigators collaborate with a large array of Law Enforcement and Insurance Agencies throughout the State of Texas and the rest of the country. The investigators consistently find links between specific Modus Operandi (MO) and crime trends & patterns. The investigators work closely with the assigned taskforce's crime analyst to track and disseminate information to all El Paso Police Sworn Officers and any other Law Enforcement jurisdictions that are being affected, through e-mail and special bulletins. The taskforce uses an all-inclusive approach to identify prolific offenders and maintains a database of known Prolific Auto Theft Offenders. The taskforce regularly conducts southbound bridge operations at the International ports-of-entry leading into Juarez, Mexico. The southbound operations are a method used to intercept stolen vehicles that are in the process of being illegally exported into Mexico from the United States.

3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

Taskforce officers investigate fraud-related motor vehicle crimes associated with identity theft, forgery, false statement to obtain credit, fraudulent transfer of a motor vehicle, false report, insurance fraud, and tampering with a governmental record (registration fraud) that usually stem from a theft of vehicle investigation. Taskforce officers consistently conduct bi-weekly 68-A inspections of motor vehicles and encounter motor vehicles that a person is trying to inspect to have the vehicle registered. Some vehicles are involved with a deceptive transactions stemming from insurance fraud, fraudulent transfer of a motor vehicle, as well as VIN fraud, usually involving a VIN switch. Some vehicles also have stolen components that were installed by fraudulent means. Taskforce officers take possession of these vehicles, find all interested parties, and set the vehicle up for a Right of Possession Hearing with a Magistrate. The judge then reviews all the facts associated with the case and awards the vehicle or stolen parts of the vehicle to the rightful owner. Taskforce officers routinely work in conjunction with TX DMV enforcement investigator(s) and conduct business checks at various suspected used car dealerships that are suspected of committing fraud-related motor vehicle crimes. Taskforce officers and investigators also team-up with the TX DPS investigators and conduct business checks at various suspected used car dealerships and automobile repair shops that are suspected of committing fraud-related motor vehicle crimes. Taskforce officers investigate identity fraud sales of motor vehicles, as well as vehicle rentals, where a vehicle was rented by fraudulent means by using someone else's identity.

3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

The El Paso Police Department's Auto Theft Task Force uses an all-inclusive approach of addressing and preventing motor vehicle crimes from occurring within the City and County of El Paso, Texas. The geographic boundaries of El Paso is an exclusive problem to the area as it offers criminals the means to cross state and international boundaries to avoid prosecution and quickly transport stolen property out of jurisdictional reach. Law enforcement partnerships with local, state, federal, and Mexican stakeholders has been a successful way to bridge that gap that has been created by this criminal mobility. The taskforce conducts a plethora of joint operations with local, state, federal, and Mexican stakeholders. Joint operations consist of surveillance, bait operations, warrant round-ups, international bridge checks, LPR operations, and business inspections. The taskforce has an officer assigned as a Mexican Liaison officer and has been instrumental in coordinating the location and recovery of numerous stolen vehicles that were illegally exported into Mexico. The Mexican liaison officer and the auto theft senior office assistant, who serves as a translator for the taskforce, have been very helpful in assisting victims repatriate their stolen vehicles from Mexico. The El Paso Police Department employs a crime analyst who is assigned to assist the taskforce and tracks criminal activity involving motor vehicle crimes. The crime analyst provides a weekly summary of all cases that are being committed within the City of El Paso and quickly informs the taskforce of any significant criminal activity patterns that are noted. Taskforce investigators routinely share information on crime trends and patterns that are being investigated with local, state, and federal law enforcement stakeholders. The taskforce shares a hot sheet of all vehicles stolen within the City of El Paso, with all law enforcement shareholders on a weekly basis. The taskforce sends out bulletins to all local, state, and federal stakeholders, via the El Paso Police Department's Fusion Center, on wanted subjects and stolen vehicles.

The taskforce has a public awareness manager that manages the taskforce's public awareness program. The public awareness manager develops specific marketing and communication programs regarding motor vehicle crime prevention through planning and implementing public awareness and training events. The public awareness manager coordinates and participates in public speaking engagements, conference exhibits, auto theft prevention training, and various activities that support the statewide goal of vehicle crime prevention and the "Watch Your Car" campaign. The public awareness manager works with the private sector, insurance companies, and local businesses for resources to aid in distribution of auto theft prevention information to vehicle owners and operators in the program area. The public awareness manager conducts security surveys upon request of businesses that are experiencing a problem with auto thefts or burglary of vehicles. He makes recommendations of the placement of security surveillance cameras or the installation of parking lighting. The public awareness manager works with the local business community to place "Hide, Lock, and Take" warning signs in their parking lots, in furtherance of promoting the message of not becoming a victim of an automobile crime. The public awareness manager regularly attends presentations at various schools, universities, colleges, businesses, and community watch programs. The public awareness manager regularly conducts VIN etching services as part of his presentations. The public awareness manager puts to full use all brochures and printed literature materials that are provided by the MVCPA at his scheduled events. The public awareness manager shares any concerns or issues that are related to him, or that he observes, to his taskforce supervisors for future follow-up. The public awareness manager also serves as the taskforce's Public Information Officer and is responsible for disseminating automobile crime information to the media. The public awareness manager does an outstanding job educating the public through public presentations and public service announcements through local and social media. The public awareness program has been very effective in empowering citizens to protect themselves from becoming victims of a motor vehicle crime.

3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

MVCPA funds the taskforce to conduct prevention strategies and criminal investigations as they relate to theft of vehicles, burglary of vehicles, and fraud related motor vehicle crime cases. The taskforce frequently encounters cases where a person files a false report and/or commits insurance fraud because he or she can no longer afford their vehicle payments. The taskforce coordinates with the National Insurance Crime Bureau (NICB) and Insurance Investigators of the different insurance companies, in order to conduct a thorough investigation for presentation to the District Attorney's Office. The taskforce conducts southbound port operations at the International ports-of-entry that are located within the City of El Paso. The focus of these types of operations are the identification and recovery of stolen vehicles being illegally exported into Mexico. The taskforce has developed partnerships with the Mexican Law Enforcement Authorities, due to the taskforce not having any type of criminal investigation authority in Mexico, once the stolen vehicle crosses the United States-Mexico Border. The taskforce has an officer who is assigned as a Mexican Liaison and carries the title of Border Partner. The taskforce's Mexican Liaison contacts the Mexican Law Enforcement Authorities, via phone, on a consistent basis, in order to maintain a working relationship, and for the exchange of invaluable information. Prior to the pandemic, the taskforce in conjunction with area stakeholders (TX DPS, BATF, TX DMV, the County Tax Assessors Office, and NICB) began offering auto theft classes to their Mexican Law Enforcement counterparts. Training was hosted by the taskforce at one of the El Paso Police Department's facilities located within the City of El Paso. The goal of the training was to educate and empower the Mexican Law Enforcement Authorities, to extend auto theft investigations into Mexico, with the hopes of disrupting and dismantling Mexican Cartels and transnational Gangs involved in auto theft activities, on both sides of the United States-Mexico Border. The continued training sessions have temporarily halted because of the pandemic and travel ban to-and-from Mexico. However, as we return to normalcy, hopes of re-establishing joint training sessions is being contemplated for the near future.

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

The El Paso Police Department's Auto Theft Task Force recognizes that it must conduct and support multi-agency, multi-jurisdictional investigations to disrupt and dismantle criminal organizations involved in auto burglary, auto theft, and fraud related motor vehicle crimes. To facilitate the goal, the taskforce members are in steady contact with local, state, and federal law enforcement authorities in Las Cruces, NM; Dona Ana County, NM; Albuquerque, NM; Fort Bliss, TX; El Paso County including the smaller municipalities; and Mexican Law Enforcement Authorities of Juarez, Mexico. In addition to the coverage agencies listed at the onset of this application, the taskforce also collaborates with the following agencies: Ysleta Del Sur Tribal Police; Clint Police Department, TX; San Elizario Police Department, TX; Canutillo ISD Police Department, TX; Seven (7) Constable Precincts; and the Fire Marshall Offices of both the City and County of El Paso, TX. One example of collaboration is the sharing of local Auto Theft Hot Sheets between all the listed agencies, to include the Las Cruces Police Department, the Albuquerque Auto Theft Task Force on a weekly basis. The local TX DPS Join Intelligence Operations Center (JOIC) that is housed at the El Paso Police Department's Fusion Center collaborates and assists the taskforce in sending the taskforce's weekly hot sheet to the various Texas Fusion Centers around the State of Texas. The JOIC forwards the hot sheets, at the request of the taskforce, on a weekly basis, in order to share current auto theft information, and to keep all Texas peace officers informed of stolen vehicles from El Paso for their own situational awareness.

- 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rationale for the request.

No exceptions or deviations requested.

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
Statutory Motor Vehicle Theft Measures Required for all Grantees.			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
Statutory Burglary of a Motor Vehicle Measures Required for all Grantees			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	

ID	Activity	Measure	Target
Measures for Grantees. Add Target values for those that you will measure.			
1	Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies		
1.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	25
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documented offenders	20
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	10
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	10
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	40
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	100
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	250
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	10
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	
1.2	Strategy 2: Conduct Collaborative Efforts that Result in Reduction of Incidents of Motor Vehicle Theft		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	500
1.2.2	Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	80
1.2.3	Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVTtheft investigations.	200
1.2.5	Conduct intelligence information-sharing (Personal attendance)	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	15
1.2.6	Conduct intelligence information-sharing (Written information)	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	75
1.2.7	Collaborate with other MVCPA taskforces		

ID	Activity	Measure	Target
		Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.	
1.3	Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities		
1.3.1	Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC	Number of collaborations	25
1.3.2	Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)	Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)	80
1.3.3	Conduct VIN verification inspections. (All other reasons except bridge or port)	Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.	400
1.3.4	Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles	Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.	25
2	Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies		
2.1	Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
2.1.1	Conduct bait vehicle operations that target vehicle burglary offenders	Number of bait vehicle burglary deployments	15
2.1.2	Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]	Number of offenders identified	2
2.2	Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle		
2.2.1	Provide Agency Assists BMV.	Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	200
2.2.2	Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	80
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	40
3	Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories		
3.1	Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens		
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	25
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	50
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	15
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	
3.1.5	Purchase advertisements in local outlets		0

ID	Activity	Measure	Target
		Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	500
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	10
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	25
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	10
3.2	Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property		
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	0
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	15

Grant Evaluation

- 4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

The taskforce documents and maintains monthly statistics that are reported to MVCPA on required quarterly progress reports. Each individual officer or detective is responsible for maintaining his or her own case assignment log. The administrative sergeant is responsible for daily case assignment in the department's Web-RMS system. The assignment of cases and the final disposition is recorded by the system, when the administrative sergeant assigns the case for investigation, and then when the case is returned to the administrative sergeant with a final disposition. A team meeting is held every month at shift change, when both of the taskforce's field teams change work hour shifts (Days-to-Nights and Nights-to-Days). During the team meetings, all taskforce members exchange information on all active cases and brief each other of any crime trends and patterns that are being observed. A crime analyst, which is housed at the El Paso Police Department's Matrix Fusion Center, is assigned to assist the taskforce and is in charge of tracking crime trends and patterns involving automobile crimes. The crime analyst provides taskforce supervisors a weekly Auto Theft Intel Assessment Report. The report provides data on most common days of auto thefts, based on "Days Occurred" during the last six (6) weeks. The report lists trend analysis charts, percentage charts, time occurred charts, and a citywide heat maps. The report also includes, Top Stolen Vehicles, In-Town Recoveries, Out-of-Town Recoveries, Auto Theft Arrests, UUV Arrests, Mexican Cartel Nexus Information, the Top-5 Prolific Auto Theft Offenders, and Violent Crimes Involving Auto Thefts. Taskforce supervisors also receive a weekly crime summary report that is constructed by an El Paso Police Department's crime analyst using the Data-Drive Approaches to Crime and Traffic Safety (DDACTS). DDACTS is a law enforcement operational model supported by a partnership among the Department of Transportation's National Highway Traffic Safety Administration and two agencies of the Department of Justice: The Bureau of Justice Assistance and the National Institute of Justice. DDACTS integrates location-based crime and traffic crash data to determine the most effective methods for deploying law enforcement and other resources. Drawing on the deterrent value of highly visible traffic enforcement and the knowledge that crimes often involve motor vehicles, the goal of DDACTS is to reduce crime, crashes, and traffic violations across the country. The department's executive staff determines the effectiveness of the taskforce based on crime analysis data that is provided on a weekly basis. The crime analysis data compares current Part-I offense numbers, with a category for auto thefts and burglary of vehicles. The comparison does a four-week trend analysis, a year-to-week comparison, and a year-to-year month comparison.

- 4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

No suggested measures are being made at this time.

TxGMS Standard Assurances by Local Governments

- ☐ We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Certifications

The certifying official is the authorized official, Elda Rodriguez-Hefner, City of El Paso Grants Administrator.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.



Legislation Text

File #: 22-860, 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

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

Fire, Jonathan P. Killings, (915) 493-5609

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:

That the City Manager be authorized to sign Contract No. 2022-0491R Stress Management for Firefighters between the City of El Paso ("City") and Integrity Employee Assistance, Inc., dba WellConnect for stress management services for the Fire Department employees and employees' dependents for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager, for an estimated total cost of \$240,000.00 for the first term and an estimated total cost of \$400,000.00 including the option to extend; and that service provider is to be paid based on the services performed.

Contract Variance:

No contract variance.

This is a Request for Qualifications, service contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to Integrity Employee Assistance, Inc., dba WellConnect, the sole proposer for this procurement. 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: July 6, 2022
PUBLIC HEARING DATE: NA

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Jonathan P. Killings, Interim Fire Chief, (915) 493-5609
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency.

SUBJECT:

That the City Manager be authorized to sign a Contract No. 2022-0491R Stress Management for Firefighters between the City of El Paso ("City") and Integrity Employee Assistance, Inc., dba WellConnect for stress management services for the Fire Department employees and employees' dependents for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager, for an estimated total cost of \$240,000.00 for the first term and an estimated total cost of \$400,000.00 including the option to extend; and that service provider is to be paid based on the services performed.

BACKGROUND / DISCUSSION:

This is a request from El Paso Fire Department for stress management services for Firefighters. The City of El Paso is required to provide Stress Management to uniformed personnel as set forth in the Collective Bargaining Agreement.

SELECTION SUMMARY:

Solicitation was advertised on February 15, 2022 and February 22, 2022. The solicitation was posted on City website on February 15, 2022. The email (Purmail) notification was sent out on February 17, 2022. There was a total of nineteen (19) viewers online; one (1) proposal was received; one (1) from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

No contract variance.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$240,000.00

Funding Source: 521120-322-1000-22010-P2201

Account: General Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Fire

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Interim Fire Chief Jonathan P. Killings, El Paso Fire Department

**COUNCIL PROJECT FORM
(RFQ)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Council Meeting of **July 6, 2022**.

Strategic Goal 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:

That the City Manager be authorized to sign a Contract No. 2022-0491R Stress Management for Firefighters between the City of El Paso ("City") and Integrity Employee Assistance, Inc., dba WellConnect for stress management services for the Fire Department employees and employees' dependents for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager, for an estimated total cost of \$240,000.00 for the first term and an estimated total cost of \$400,000.00 including the option to extend; and that service provider is to be paid based on the services performed.

Contract Variance:

No contract variance.

This is a Request for Qualifications, service contract.

The Purchasing & Strategic Sourcing and the Human Resources Departments recommend award as indicated to Integrity Employee Assistance, Inc., dba WellConnect, the sole proposer for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

*******ADDITIONAL INFO BELOW*******

Committee Scoresheet		
CITY OF EL PASO RFQ SCORESHEET		
PROJECT: 2022-0491R Stress Management for Firefighters		
Evaluation of Submittal		
	MAX POINTS	Integrity Employee Assistance DBA WellConnect
Factor A - Staff Experience & Qualifications		
	30	26.25
Factor B - Scope of Services		
	25	23.00
Factor C - Accessibility and Availability of Service		
	20	17.67
Factor D - EAP Performance Evaluation		
	5	3.17
Factor E - Experience – Comparable Contracts		
	10	8.33
Factor F - References		
	10	9.33
TOTAL SCORE	100	87.75
Rank		1



CITY OF EL PASO
REQUEST FOR QUALIFICATIONS TABULATION FORM



Bid Opening Date: March 23, 2021

Solicitation #: 2022-0491R

Project Name: Stress Management for Firefighters

Department: Fire

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Integrity Employee Assistance DBA WellConnect	El Paso, TX	No
RFQs SOLICITED: 20 LOCAL RFQs SOLICITED: 20 RFQs RECEIVED: 1 LOCAL RFQs RECEIVED: 1 NO RFQs: 0		

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/

Date: 4/25/2022

2022-0491R Stress Management for Firefighters

2022-0491R Stress Management for Firefighters
Bidders List

LAS PALMAS LIFECARE CENTER
ATTN: DAVID TURNER
3333 N. MESA
EL PASO, TX 79902

ESTHER MONTY LPC
1600 N LEE TREVINO DRIVE C4
EL PASO, TX 79936-5164
915-221-9840

FAMILY SERVICES OF EL PASO
6040 SURETY DRIVE A
EL PASO, TX 79905-2044

ABRAHAM J. KATZ, M.D.
1201 E SCHUSTER AVENUE SUITE 5B
EL PASO, TX 79902-4676
915-532-7799

UNIVERSITY MEDICALCENTER OF EL PASO
ATTN: RANDY JACKSON, DIRECTOR OF
MATERIAL MGMT
4815 ALAMEDA, BASEMENT FLOOR
EL PASO, TX 79905

EMERGENCE HEALTH NETWORK
ONE SAN JACINTO PLAZA
201 E MAIN ST, EL PASO, TX 79901
GENERAL SERVICES: 1-844-225-7254
PHONE: (915) 887-3410
FAX: (915) 351-4467

INTEGRITY EMPLOYEE ASSISTANCE
1600 N LEE TREVINO DRIVE C7
EL PASO, TX 79936-5164
915-593-5676

DEBORAH ONTIVEROS
1600 LEE TREVINO, SUITE C-7
EL PASO, TX 79936
915-301-8140

FAMILY SERVICES OF EL PASO
6040 SURETY DRIVE A
EL PASO, TX 79905-2044

EL PASO FIRST HEALTH PLANS, INC.
2501 N. MESA
EL PASO, TX 79902
MANGUIANO@EPFIRST.COM

LAS PALMAS & DEL SOL
1801 N. OREGON STREET
EL PASO, TX 79902
JESUS CALDERON
915-996-0637

EL PASO PSYCHIATRIC CENTER
4615 ALAMEDA AVENUE
EL PASO, TX 79905-2702

CONCENTRA MEDICAL CENTERS
ATTN: RANDAL A. BECKER
6320 GATEWAY EAST BLVD.
EL PASO, TX 79905

CENTER FOR EMPLOYEE ASSISTANCE
2310 MONTANA AVENUE
EL PASO, TX 79903
915-544-7980

UNIVERSITY MEDICAL CENTER OF EL PASO
JESUS MEDRANO DIRECTOR CONTRACT
MANAGEMENT
2ND FLOOR ANNEX
4824 ALBERTA
EL PASO, TX. 79905

DEL SOL DIAGNOSTIC CENTER
10420 VISTA DEL SOL
EL PASO, TX 79925
915-629-5329

SIERRA PROVIDENCE HEALTH
NETWORK MANAGED CARE DEPT &
SIERRA TEEN HEALTH RESOURCE CTR
MARCELLA VAN HOOVE
4150 PINNACLE STE. 200
EL PASO, TEXAS 79902

R. E. MEDICAL ASSOCIATES
ATTN: CARLOS M. RAMIREZ MD
6024 AZTECA
EL PASO, TX 79925

UNIVERSITY MEDICAL CENTER OF EL PASO
LES C. RANKIN, DIRECTOR BUSINESS
DEVELOPMENT
2ND FLOOR ANNEX
4824 ALBERTA
EL PASO, TX. 79905

DEL SOL LIFECARE CENTER
ATTN: DORIS ARCHER
10712 SAM SNEAD
EL PASO, TX 79935
915-595-9000

RESOLUTION

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

That the City Manager be authorized to sign a Contract No. 2022-0491R Stress Management for Firefighters between the City of El Paso ("City") and Integrity Employee Assistance, Inc., dba WellConnect for stress management services for the Fire Department employees and employees' dependents for a three (3) year term from the effective date and one (1) option to extend for two (2) years under the same terms to be exercised by the City Manager, for an estimated total cost of \$240,000 for the first term and an estimated total cost of \$400,000 including the option to extend; and that service provider is to be paid based on the services performed.

APPROVED THIS _____ DAY OF _____ 2022.

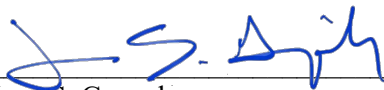
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

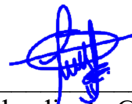
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Claudia A. Garcia, Interim Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:



Jonathan Killings, Interim Fire Chief
El Paso Fire Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) **PROFESSIONAL SERVICE AGREEMENT
FOR STRESS MANAGEMENT FOR THE
FIRE DEPARTMENT**

This stress management services agreement (this "**Agreement**") is entered into this _____ day of _____, 20____ (the "**Effective Date**") by and between the City of El Paso, a home rule municipal corporation (the "**City**"), and Integrity Employee Assistance, Inc. dba *WellConnect*, a Texas Company (the "**Company**").

RECITALS

WHEREAS, the City desires to engage the Company to provide professional stress management services in accordance with all applicable laws and procedures; and

WHEREAS, stress management services are considered as professional services pursuant to Chapter 2254 of the Texas Government Code; and

WHEREAS, the City selected Company to provide the professional services on the basis of Company's demonstrated competence and qualifications to perform the services for a fair and reasonable price through a request for qualifications 2022-0491R; and

WHEREAS, Company is willing and able to perform said stress management services for the Fire Department employees and employees' dependents.

IN CONSIDERATION of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

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

SECTION I. TERM. The effective date of this Agreement is _____, 2022 and will remain in effect thereafter for three (3) years from the effective date of this Agreement. The Agreement may be extended administratively by the City Manager for an additional two (2) years pursuant to the same terms and conditions.

SECTION II. SCOPE OF SERVICES. The Company hereby agrees to perform the stress management services in accordance with the scope of work and attached herein as *Exhibit A* and incorporated herein by reference on an as needed basis. The scope of services shall be referred to collectively as "**Services**." The Services shall include, but are not limited to, pre-employment and reinstatement psychological exams for the Fire Department. Company shall provide counseling, psychological, and psychiatric service through individuals who are properly Board Certified and licensed by the State of Texas. All services shall be performed with reasonable care, skill, and diligence as would be practiced by the medical and scientific community within the County of El Paso, Texas.

SECTION III. COMPLETION OF SERVICES. The Service Provider understands that time is of the essence in completing the Services. Results of the psychological examination shall be reported to the City within two (2) business days upon completion of the examination.

SECTION IV. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City shall be entitled to enter into other agreements for the Services with other properly selected individuals or businesses that qualify to provide the Services.

SECTION V. PRE-REQUISITE TO AGREEMENT. The Service Provider shall comply with applicable state and local licenses, certifications, and other qualification requirements as a prerequisite to entering into this Agreement.

SECTION VI. LOCATION OF PERFORMANCE. The Company shall perform the Services in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.

SECTION VII. REPRESENTATIONS OF THE COMPANY. The Company represents, warrants, and agrees as follows:

- A. It will comply with all applicable federal, state and local governmental laws, rules, regulations and all provisions of the City of El Paso Charter and the El Paso City Code, now existing or as may be amended, in the performance of its duties under this Agreement.
- B. It shall obtain and pay for all licenses, permits and certificates required by any applicable statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of its operations hereunder. The Company warrants that it is duly authorized and licensed to perform its duties hereunder in each jurisdiction in which it will act. It further warrants that its employees, agents and subcontractors shall maintain all required profession licenses during the term of this Agreement. If the Company receives notice from a licensing authority of a suspension or revocation of a license of the Company's employee(s), agent(s) or subcontractor(s), the Company shall immediately remove such employee, agent or subcontractor from performing any further services under this Agreement until such license is reinstated and in good standing. If the Company fails to maintain such licenses or fails to remove any employee, agent or subcontractor who performs services under this Agreement whose license has expired or been revoked or suspended, the City shall be entitled, in its sole discretion, to immediately terminate this Agreement upon written notice to the Company.
- C. It warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Company for the purpose of securing business. For breach or violation of this warranty, the City shall have the right in addition to any other right or rights to cancel this Agreement without liability and to deduct from the Agreement price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

SECTION VIII. COMPENSATION AND METHOD OF PAYMENT. The City shall pay the Service Provider for each psychological examination at the rates set forth in the *Proposal Cost* attached hereto as

Exhibit B.

It is understood and agreed that the City shall not be liable for any costs that exceed the amount of this Agreement without the prior written approval of the City Manager and compliance with applicable competitive bidding laws and City policies. Said approval must be obtained prior to the Service Provider commencing the services that will result in the cost overrun.

The parties acknowledge and agree that the award of this Agreement is dependent upon the availability of funding. In the event that funds do not become available, the Agreement may be terminated, with a 30-day written notice to the Service Provider by the City. In such an event, the City shall incur no penalty or charge.

The Service Provider shall submit a monthly invoice to the El Paso Fire Department Human Resources Division for each month in which Services are performed pursuant to this Agreement. Invoices shall not be submitted more frequently than once per month. All invoices, including late fee interest, shall be paid in accordance to Texas Government Code Chapter 2251. Applicants and employees in receipt of the Services shall not be invoiced for the Services.

SECTION IX. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The Service Provider agrees to be responsible for its own acts and omissions and those of its subordinates and employees in the performance of any material services under this Agreement. The Service Provider is an independent Service Provider and nothing contained herein shall constitute or designate the Service Provider or any of his employees as employees of the City. Neither the Service Provider nor his employees shall be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

SECTION X. MEDICAL RECORDS AND CONFIDENTIALITY OF RECORDS The Service Provider recognizes that all information and materials received in connection with this Agreement shall be kept in the strictest confidence. All examination records shall be City property for the life of this Agreement. The Service Provider shall keep the records for the life of this Agreement and shall follow the regulations according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all subsequent amendments. The Service Provider shall follow the Business Associate Agreement which attached hereto and incorporated to this Agreement through *Exhibit C*. Upon termination of this Agreement all records shall be transferred to the City within ten (10) business days of termination at the City's sole expense of such transfer.

SECTION XI. INSPECTIONS & AUDITS. The City shall have the right to perform, or cause to be performed: (1) audits of the books and records of the Company; and (2) inspections of all places where work is undertaken in connection with this Agreement. The Company shall be required to keep such books and records available for such purpose for at least five (5) years after its performance under this Agreement ceases. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.

SECTION XII. OWNERSHIP. All files and documents generated by Company as a result of its activity under this Agreement shall remain at all times the property of the City.

SECTION XIII. INSURANCE REQUIREMENTS. With no intent to limit the Company's liability or the indemnification provisions set forth hereinafter, the Company shall provide and maintain the following insurance in full force and effect at all times during the term of this Agreement and any

extensions thereto. The City shall be provided with certificates of insurance evidencing the required insurance prior to the Effective Date of this Agreement and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

A. INSURANCES

1. Worker's Compensation. A third-party policy of Workers' Compensation insurance coverage providing Statutory Benefits according to the Workers Compensation Act of the State of Texas and/or any other state or federal law as may be applicable to the work and shall cover all of the persons engaged in the work.

2. Commercial Liability, Property Damage Liability and Vehicle Liability Insurance. The Company shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Vehicle Liability Insurance as shall protect the Company and the Company's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from services performed under this Agreement, whether such services be performed by the Company or by anyone directly employed by the Company. The minimum limits of liability and coverage shall be as follows:

a) **Commercial General Liability**

Personal Injury or Death

\$1,000,000 for each person

\$1,000,000 in the aggregate

Property Damage

\$1,000,000 for each occurrence

\$1,000,000 in the aggregate

b) **Vehicle Liability**

Combined Single Limit

\$1,000,000 per accident

B. ERRORS AND OMISSIONS LIABILITY INSURANCE. The Company shall procure and maintain, at the Company's sole expense, Professional Liability Insurance (Such as errors and omissions insurance) for the benefit of the City to cover the errors and omissions of the Company, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS (\$1,000,000) on a claims made basis.

C. FORM OF POLICIES. The insurance required herein may be in one or more policies of insurance, the form of which must be approved by the City's Risk Manager.

D. ISSUERS OF POLICIES. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. Each issuer shall be subject to approval by the City's Risk Manager in his sole discretion as to conformance with these requirements.

E. INSURED PARTIES. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City of El Paso (and their elected and appointed officials, officers, agents and

employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.

F. MATERIAL CHANGE IN POLICY(IES). Prior to any material change in any policy required herein, the City will be given sixty (60) days advance written notice by registered mail. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed twenty-five percent (25%) of the aggregate limits.

H. CANCELLATION. Each policy must expressly state that it may not be canceled or non-renewed unless sixty (60) days advance notice of cancellation or intent not to renew is given in writing to the City's Purchasing Director by the insurance company. The Company shall also give written notice to the City's Purchasing Director within fifteen (15) days of the date upon which total claims by any party against the Company reduce the aggregate amount of coverage below the amounts required by this Agreement.

I. DELIVERY OF POLICIES. The originals of all policies referred to above, or copies thereof certified by the agent or attorney-in-fact issuing them together with written proof that the premiums have been paid, shall be deposited by the Company with the City's Purchasing Director prior to beginning work under this Agreement, and thereafter before the beginning of each subsequent year of the term of this Agreement. Notices and Certificates required by this clause shall be provided to:

City of El Paso
Purchasing and Strategic Sourcing Department
Attn: Purchasing Director
300 N. Campbell
El Paso, Texas 79901

Notwithstanding the termination notice provisions in this Agreement, the failure of the Company to provide the City's Purchasing Director with the above proof of insurance prior to beginning work and thereafter prior to the beginning of each year of the term of this Agreement, shall constitute a default on the part of the Company entitling the City, upon three (3) days written notice to the Company to terminate this Agreement. This default provision shall also apply to the proof of insurance requirements under circumstances where a policy is canceled or expires during a given year of the Agreement. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that the Company, throughout the term of this Agreement, continuously and without interruption, maintain in force the required insurance coverage set forth above. Failure of the Company to comply with this requirement shall constitute a default of the Company allowing the City, at its option, to terminate this Agreement as referenced above.

SECTION XIV. INDEMNIFICATION. THE COMPANY OR ITS INSURER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS ELECTED OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVE, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OF PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT FOR THIRD PARTY CLAIMS ADMINISTRATION AND MEDICAL COST CONTAINMENT,

INCLUDING ANY ACT OR OMISSION BY THE COMPANY, ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL, WITHOUT HOWEVER, WAIVING AND GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON OR ENTITY. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING, OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE COMPANY EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. IN ADDITION, THE COMPANY SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR THE COMPANY KNOWN TO THE COMPANY RELATED TO OR ARISING OUT OF THE COMPANY'S ACTIVITIES UNDER THIS AGREEMENT. THE COMPANY WILL: 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE COMPANY MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE COMPANY WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEFENDED BY THE COMPANY PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY THE COMPANY, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST WITHOUT RELIEVING COMPANY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE COMPANY'S PROPERTY FROM ANY CAUSE.

SECTION XIV. TERMINATION OF AGREEMENT. This Agreement may be terminated under any one of the following circumstances:

A. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by City for convenience upon written notice, provided such notice specifies an effective date for cancellation of not less than thirty (30) calendar days from the date such notice is received. It is also understood and agreed that upon such notice of termination, the Company shall cease all services under this Agreement. Upon such termination, the Company shall provide a final invoice for all work completed prior to the City's notice of termination. The City shall compensate the Company in accordance with this Agreement; however, the City may withhold any payment to the Company for the purpose of set off until such time as the exact amount of damages due the City from the Company is determined. Nothing contained herein, or elsewhere in this Agreement, shall require the City to pay for any work which is unsatisfactory, incomplete or not in compliance with the terms of this Agreement and its attachments.

B. TERMINATION FOR DEFAULT: It is further understood and agreed by the Company and the City that either party may terminate this Agreement for cause. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate after thirty (30) consecutive calendar days, enumerating

the failures for which the termination is being sought; b) a minimum of fifteen (15) consecutive calendar days to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination.

However, the City retains the right to immediately terminate this Agreement for default if the Company fails to maintain its licenses, certifications and other standards required to be a qualified Company pursuant and the laws of the State of Texas or violates any local, state or federal laws. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Company for the purpose of set off until such time as the exact amount of damages due the City from the Company is determined.

SECTION XV. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. The Company understands and agrees that time is of the essence for all services and deliverables requested herein and that all tasks of this Agreement are to be completed as expeditiously as possible.

B. ADVERTISING. Neither party will advertise or publish, without the other party's consent, the fact that the City has entered into this contract, except to comply with proper requests for information from an authorized representative of the federal, state, or local government.

C. SUCCESSOR AND ASSIGNS. The Company shall not assign or attempt to convey an interest in this Agreement without the prior written consent of the City. This Agreement shall be terminable, at the discretion of the City, without notice to the Company if the Company shall attempt to assign without prior written consent.

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

E. LEGAL CONSTRUCTION. Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement require, the singular shall include the plural and the masculine gender shall include feminine. Any reference to the City Manager in this Agreement shall mean the City Manager of the City of El Paso or his designee.

F. COMPLIANCE WITH LAW. The Company shall comply with all Federal, State and local laws and ordinances applicable to the work contemplated herein.

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

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

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**PROFESSIONAL SERVICE AGREEMENT
FOR STRESS MANAGEMENT FOR THE
FIRE DEPARTMENT**

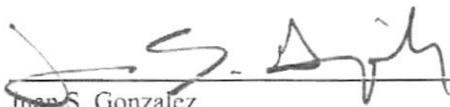
IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20____.

CITY:


CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:


Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Claudia A. Garcia,
Interim Director
Purchasing & Strategic Sourcing


APPROVED AS TO CONTENT:



Jonathan Killings, Interim Fire Chief
El Paso Fire Department

COMPANY:

Integrity EAP, dba WellConnect



Name President
Title _____

With Copy to: City of El Paso
Fire Chief
416 N. Stanton St. #200 El
Paso, TX 79901

COMPANY: Integrity Employee Assistance, Inc. dba *WellConnect*,
Attn: Deborah Onitveros
1600 Lee Trevino, Suite C-7 El
Paso, Texas 79936

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

H. FORCE MAJEURE. The Company shall not be responsible or liable for any loss, damages or delay caused by force majeure which is beyond the control of the parties to this Agreement, including but not limited to riot, insurrection, embargo, fire or explosion, the elements, acts of nature, epidemic, war, earthquake, flood or the official act of any government.

I. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the services described in this Agreement for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in El Paso, Texas effective as of the first date appearing heretofore.

[Signature page to follow]

EXHIBIT A

SCOPE OF WORK

Scope of Work and Minimum Requirements

The City desires that proposals specifically address each of the items set out below.

General

The EAP will assist employees and their family and/or household members with access to a maximum of six (6) covered in-person visits per issue, per person, per fiscal year for the employee and dependents with a licensed counselor for assessment, information, counseling, stress crisis intervention, treatment, evaluation, referral, quality assurance and follow-up services in the areas of drug and alcohol abuse and dependency, mental and behavioral health, and other problems to include addictive behaviors; stress, depression and anxiety; marital/relationship and family issues; child and adolescent problems; elder care concerns; divorce; health concerns; anger management; legal issues; financial difficulties (e.g. debt, gambling, etc.); critical incident stress debriefings (CISD)/critical incident stress management (CISM); post-traumatic stress disorder (PTSD); cumulative stress; domestic and workplace violence; work-related problems to include but not limited to issues such as interpersonal conflicts with coworkers and supervisors, and performance and attendance issues; infectious disease and HIV/AIDS issues; death and grief counseling; and fitness for duty evaluations and recommendations; employee and supervisory training and orientation sessions; program communication and promotion materials; and Substance Abuse Professional Services.

Outcomes

The Service Provider shall outline and demonstrate how the EAP can meet the scope of work as outlined in the RFQ.

I. Staff Experience & Qualifications

1. Minimum Requirements

- A. Service Provider shall provide counseling services, as necessary, through a counselor who is Board Certified and licensed by the State of Texas.
 - 1. Counselors should have at least a master's degree in psychology, support, therapy, and/or counseling, or equivalent, as well as clinical experience. In addition, all counselors must be licensed in the State of Texas.
 - 2. The Service Provider shall provide psychological services, as necessary, through a psychologist licensed by the State of Texas.
 - 3. The Service Provider shall provide psychiatric services, as necessary, through a psychiatrist who is Board Certified in psychiatry and licensed by the State of Texas.
- B. The Service Provider shall:

1. Describe the qualifications of EAP clinicians who conduct assessments and short-term counseling. Describe the experience, qualifications, capabilities, and respective roles. Certification by a recognized Employee Assistance Program body is preferred. Please include curriculum vitae (bios) for each team member.
2. Describe how the EAP clinician(s) will function as a service agent and provide Substance Abuse Professional (SAP) services.
3. Provide the name, credentials, and experience of the individual who would be responsible for coordinating and implementing your EAP.
4. Provide the role and the qualifications of the person who answers the initial call for your telephone access and intake system.
5. Provide the type of personal and behavioral health problems the EAP clinicians may handle.
6. Ensure each counselor has attended a yearly Fire Department orientation session before he or she is allowed to provide counseling to employees or their family members.
7. Indicate experience and services for handling critical incidents and violence in the workplace.
8. Describe the roles and responsibilities of various EAP staff that would be involved in servicing and managing the EAP.
9. Provide an organizational chart for those staff involved in EAP, either full- or part-time.
10. Discuss how and when the EAP originated. Briefly describe the ownership structure and organization of the company.
11. Confirm the company has operated as a qualified employee assistance program provider in El Paso for a minimum of 3 years.
12. Provide the professional standards, if any, the EAP adheres to.
13. Enclose verification of professional liability insurance.

II. Scope of Services

1. Minimum Requirements

A. Counseling Services

Counseling Services will be one-on-one in person or by telephone as necessary, with the firefighter and/or family member.

B. Psychiatric and Psychological Services

The Service Provider will provide mental/behavioral health assessment and treatment for psychiatric or psychological services.

C. Critical Incident Stress Debriefing (CISD)/Critical Incident Stress Management (CISM)

The Service Provider must provide the delivery of on-site intervention, critical incident response, and consultation services including Critical Incident Stress Debriefing (CISD)/Critical Incident Stress Management and immediate referrals and follow-up when necessary.

The Service Provider will demonstrate knowledge of the NFPA 1500 A.11.1 (see Attachment B) and provide alternatives to CISD/CISM interventions when warranted.

D. Training and Education

The Service Provider must participate in the development and delivery of orientation, education, and training programs for new hires, employees, and supervisors. The Service Provider will be responsible for providing all handouts and training materials for attendees as required.

EAP training and education must include personal and work/life topics such as EAP orientations, EAP access and referral processes, supervisory training, drug, and alcohol abuse, stress management, family, health, and financial training as required.

EAP supervisory training will be used to educate supervisors on how to identify troubled employees and how to constructively confront them and refer them to EAP assistance following department policy. Supervisory training will include how to identify alcohol and drug impairment and substance abuse in the workplace as required.

The Service Provider shall provide a minimum of 54 orientation, training, and/or education sessions, ranging from one to four hours in length, per year as required. Classes shall be held on-site at Fire Department facilities as required.

The Service Provider will provide the Department with two monthly newsletter articles that address various topics, one will be directed to the general concerns of the Department's employees, and the other article will address supervisors' concerns. These documents will be emailed to the Fire Department liaison by the 25th of each month.

The Service Provider shall:

1. Provide the minimum qualifications for "face-to-face" EAP assessments and counseling.
2. Describe its ability to offer consultation to supervisors attempting to manage employees with job performance problems caused by unresolved personal or behavioral/medical problems.
3. Describe its ability to offer supervisory training to identify alcohol and drug impairment and substance abuse in the workplace
4. Describe its training program for teaching managers/supervisors on how to conduct job performance-based EAP referrals for marginally performing employees.
5. Describe its organizational consultation services which fall within the role and expertise of an EAP and to support the human resource development efforts of companies.
6. Describe offered workshops to employers that help prevent or mitigate the occurrence of behavioral and organizational health problems. List examples. Discuss any expertise in helping to design policies and programs to address substance abuse, harassment, or aggression in the workplace.

E. Peer Support Team

The Service Provider will provide Fire Department Peer Support Team an online monthly continuing education article and a quarterly onsite refresher training course two to four hours in length.

The Service Provider will provide one Peer Support/Critical Incident Management certification course in basic CISM, Advanced CISM, and Peer Support and/or in new

stress management/peer support methodologies annually through a certified vendor as required.

F. EAP Communication/Awareness

The EAP shall provide a variety of printed materials (e.g. posters, brochures, and wallet cards), online services, newsletters, and meetings with employees to maximize awareness in the workplace and promote easy access to EAP services and support. The Service Provider will be responsible for the cost of promotional materials supplied to the Fire Department. The Service Provider shall submit the following promotional materials to the Fire Department liaison for approval within thirty (30) days of contract award:

1. Approximately 900 laminated 3 ½" x 2" wallet cards that have the address of the Contractor's facilities, 24-hour telephone answering service number, and services provided; and
2. Approximately 900 brochures (2-color), which will contain information about EAP services and encourage employee self-referrals; and
3. Approximately 50 (50) 16" x 20" laminated color posters promoting the EAP.

The Service Provider shall:

1. Provide a plan for EAP promotion and employee communications. Provide examples of printed communication, if available.

G. Fitness for Duty Evaluations

The Service Provider will propose a specific policy, compliant with Section 10.1.5 of NFPA 1500, for evaluation of fitness for duty due to behavioral or substance issues (See Attachment C).

The Service Provider shall:

1. Discuss the EAP's role in helping an employee return to work following an extended episode of intensive treatment.

H. Alternative Services

Work-Life Services such as consultation for legal and financial issues, childcare, parenting, adoption, education, and elder cares for daily living, health, and well-being. Other services will include any other health and wellness therapies not considered counseling. This can include massage therapy, acupuncture, tai chi, yoga, meditation, and other similar services. Provide a list of the services offered.

These alternative services shall count toward the maximum number of sessions allowed per problem each fiscal year.

The Service Provider shall describe any specialized EAP counseling services offered (e.g., financial, credit, career, legal).

I. Substance Abuse Professional Services

In addition to Employee Assistance Program (EAP) services, the Service Provider will function as a service agent and provide Substance Abuse Professional (SAP) services for all mandatory referrals made by the Fire Chief.

An SAP is (1) a licensed physician (Medical Doctor or Doctor of Osteopathy), or a

licensed or certified psychologist, social worker, or employee assistance professional with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances - related disorders; or (2) an addiction counselor certified by the National Association of Alcoholism and Drug Abuse counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and other Drug Abuse.

1. Role of the SAP in Evaluation, Referral, and Treatment

The SAP is required to:

- a) Have a face-to-face clinical assessment and evaluation to determine what assistance is needed by the employee to resolve problems associated with alcohol and/or drug use;
- b) Refer the employee to an appropriate education and/or treatment program;
- c) Conduct a face-to-face follow-up evaluation to determine if an employee has actively participated in the education and/or treatment program and has demonstrated successful compliance with the initial assessment and evaluation recommendations;

2. SAP's Role and Discretion in Referring Employee for Education and Treatment

- a) Once the SAP determines the level of assistance needed by the employee, the SAP must serve as a referral source to assist the employee's entry into an education and/or treatment program.
- b) The SAP must not require an employee to sign a consent, release, waiver of liability, or indemnification agreement with respect to any part of the drug and alcohol testing process covered, but not limited, to SAP services.

3. SAP's Follow-Up Evaluation of an Employee

After the SAP has prescribed assistance, the SAP must re-evaluate the employee to determine if the employee has successfully carried out the education and/or treatment recommendations. This is the SAP's way to gauge for the City of El Paso that the employee demonstrates successful compliance with the education and/or treatment plan and may serve as one of the reasons the City of El Paso decides to return the employee to duty.

The evaluation includes:

- a) Conferring with or obtaining appropriate documentation from the education and/or treatment program professionals where the employee was referred; and
- b) Conducting a face-to-face clinical interview with the employee to determine if the employee demonstrates successful compliance with the SAP's initial evaluation recommendations.

If the SAP determines that an employee has successfully demonstrated

compliance even though the employee has not yet completed the full regimen of education and/or treatment recommended or needs additional assistance, the SAP may recommend the employee for return to duty. The recommendation for additional services must be included in the follow-up evaluation report to Fire Chief or his/her designee for approval. The SAP must continue to monitor the employee's compliance with these recommendations.

The SAP may conduct additional follow-up evaluation(s) if the City of El Paso determines that doing so is consistent with the employee's progress as reported and with City of El Paso policy.

J. Transition Planning and Reporting

- A. The contractor shall provide a transition plan for services that are in progress at the time of change-over from the existing employee assistance provider to a new service provider, if applicable.
- B. Provide a plan for transitioning services that are in process at the expiration or termination of the agreement awarded as a result of this RFQ, as necessary.

3.3 Accessibility and Availability of Services

Minimum Requirements

- A. The Service Provider will provide one or more off-site facilities for seeing fire department clients; these locations should provide reasonable confidentiality for those appearing for appointments. The Service Provider's facilities shall be located within the City of El Paso.
- B. The EAP Service Provider must provide professional staff coverage and office hours Monday through Friday in accordance with the City's calendar of workdays and holidays. The Service Provider must provide on-call provisions for rapid crisis intervention, emergency coverage, and 24-hour coverage on weekends and holidays.
- C. The Service Provider will also maintain a toll-free telephone number and the necessary trained personnel to conduct an initial assessment on a 24-hour, 365-day per year basis.
- D. The Service Provider shall ensure timely scheduling of initial assessment. Every effort should be made to schedule the initial assessment within 72-hours of the contact with the Service Provider.
- E. The Service Provider must provide online services, including access to services, materials, webcasts, online training, and other related content. This service must be available on a 24-hour, 365-day per year basis.
- F. The Service Provider shall provide a website that has information on the Service Provider and its Employee Assistance Program. The information shall include the following at a minimum:
 - a. Contacts;
 - b. Link to resources;
 - c. Comprehensive program description;
 - d. Message boards composed of individuals with questions and information on health and skill-building issues;

- e. A self-assessment questionnaire designed to give the user an objective appraisal of the scope and severity of their problems, an opportunity for self-exploration, and links to available information and resources;
 - f. Personal plan programs are designed to teach users about a topic or problem area and provide tools that can improve the situation. The program should include information, skill training, demonstrations, online exercises, and homework;
 - g. Library of topical information to provide the user with getting started, quick facts, hints, and answers to frequently asked questions, and resources for assistance.
- G. Additionally, the Service Provider shall maintain an updated accounting of the following information to the Fire Department liaison:
- 1. List the office locations that the EAP (or parent organization) owns and operates.
 - 2. List the locations that your EAP contracts with network affiliates and provide a geo-access table if available.
 - 3. Describe the telephone access and intake system, including how calls are handled after regular business hours and on weekends.
 - 4. Describe how the access system can provide 24-hour telephone crisis counseling, emergency triage, and schedule routine appointments.
 - 5. Provide the typical timeframes for scheduling routine, urgent, and crisis appointments.
 - 6. Describe the process for providing in-person clinical assessment and short-term counseling (generally, up to six sessions per episode of care).
 - 7. Provide the percentage of EAP cases handled within the EAP (e.g., a six-session model), and what percentage are referrals beyond the EAP for long-term counseling or specialized care.
 - 8. Provide the average number of sessions provided per case in a six-session model (or the number of sessions in the EAP model).
 - 9. Provide the average EAP utilization rate across all active accounts, as defined as the percentage of employees and family members where one or more members are seen by an EAP clinician one or more times.
 - 10. Describe how they determine that a referral beyond the EAP is indicated. Describe the EAP clinician's role in facilitating appropriate referral and how clients are matched with referral resources.
 - 11. Describe how the progress of referrals beyond the EAP is reviewed and monitored.
 - 12. Discuss how the EAP interfaces with insurance benefits and managed care requirements when referrals are made beyond the EAP.
 - 13. Provide historical data across all EAP accounts, for at least a one-year period, which specifies: (a) the number of referrals made beyond the EAP to internal, affiliated agents/programs; and (b) the number of referrals made beyond the EAP to external, non-affiliated referral resources.
 - 14. Provide historical data across all EAP accounts, for at least a one-year period, which specifies: (a) the percentage of self-referrals to the EAP and (b) the percentage of supervisory or company referrals to the EAP.
 - 15. List all active EAP affiliates within (geographical location) and the length of the contractual relationships. If one of our members preferred to receive EAP counseling in Denver, for example, how would that member access an EAP affiliate in Denver?

3.6 EAP Performance Evaluation

The EAP program will be reviewed annually to ensure the program is meeting departmental and employee needs. This will include a review of organizational records (medical claims and accident reports) and personnel records (such as attendance and disciplinary actions). This will provide a clearer picture of the Fire Department's needs, and also indicate EAP success.

- A. City of El Paso annual review will consist of an anonymous department-wide survey to determine the overall use and satisfaction of employee clients.
- B. Subject to confidentiality laws, the Service Provider may be subject to periodic internal reviews of service, performance, or financial audits as may be determined by the City.
- C. Reports

- 1. Annual Reports

- The Service Provider will provide an annual report as specified by the City of El Paso to the Fire Chief, within 30 days of the end of the annual period.

- 2. Monthly Progress Reports

- The Service Provider will meet onsite with the Fire Department liaison monthly to discuss/follow-up with employees who have been referred on a mandatory basis.

- The Service Provider shall provide a monthly written report of their activities and a breakdown by the number of hours and number of persons, of all services rendered hereunder to the Fire Chief. In addition, Service Provider shall provide analysis observations, recommendations, and progress of the program in writing to the Fire Chief, as necessary.

- 3. Weekly Progress Reports

- The Service Provider will confer with the Fire Department liaison to verify the compliance of all mandatorily referred FD personnel by hosting a weekly meeting, either in person, via telephone, or using a web-based telecommuting platform. During each weekly meeting, the Service Provider will supply, at minimum, the date of the last appointment and whether the employee attended, canceled and rescheduled (within approved parameters), or failed to attend the appointment. The Service provider will also provide the date of the next scheduled appointment for each mandatorily referred FD employee.

- In addition, Service Provider shall provide such oral reports as it and the City consider necessary for the proper functioning of this contract. In addition, the City may at any time, with appropriate advance notice and sufficient time to comply, require special reports to be provided detailing the progress of the program.

- D. Client Satisfaction

- 1. The Service Provider shall request client feedback from each client receiving services by using a Client Satisfaction Survey/Evaluation Form, developed by the Service Provider, and approved by the Fire Department liaison, and returned to the Fire Department liaison within 30 days after completion of service.
 - 2. All mandatorily referred employees shall be required to complete a Client Satisfaction Survey/Evaluation Form to satisfy the last requirement of their mandatory EAP treatment. The Service Provider will present such employees with the survey at the completion of their final session and ensure the employee's understanding of and compliance with this program obligation. The Service Provider will ensure the employee's survey is available to the Fire Department liaison within 30 days of the employee's satisfactory completion of his or her EAP treatment.

3. The Service Provider shall submit to the Fire Department liaison a copy of each client satisfaction survey/evaluation form and follow-up quality of care survey/questionnaire, exclusive of identifying information on voluntary participant surveys, monthly.
4. Of those clients providing feedback, at least 80% must indicate an overall service rating of satisfactory or better. If survey results do not meet this standard, the Service Provider must recommend and take corrective action to improve future client satisfaction ratings.
5. The Service Provider shall:
 1. Provide sample copies of standard EAP utilization reports prepared for client companies and examples of ad hoc reports.
 2. Describe the EAP's information system, database, and reporting capabilities.
 3. Describe quality measures for maintaining and improving customer-friendly service.
 4. Specify EAP-related quality indicators that the program is capable of measuring and monitoring. Describe any formal quality management structure and program in place.
 5. Provide any return-on-investment (ROI) data the program has analyzed for other employers. Describe how the EAP works with an organization to measure the effectiveness of the services.
 6. Identify any external audits that have been conducted on the EAP and their outcomes. Provide, if available, a policy about third-party external auditors reviewing the business or clinical practices of the EAP.
 7. Discuss how the company evaluates the success of the EAP.

E. Complaints

The Service Provider shall investigate and provide a report on each service complaint (oral or written), regardless of the source (i.e. employee, supervisor, dependent, etc.). A written summary of the facts and conclusions of the Contractor's investigation must be submitted to the Fire Department liaison within 10 working days of the reported incident. The report must include the following:

1. Date complaint reported
2. Source of complaint (in compliance with confidentiality requirements)
3. Nature of complaint and findings
4. Corrective action taken and/or planned

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

[ATTACHED]

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 20____ by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and Integrity Employee Assistance, Inc. dba WellConnect, ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform stress management services for the fire department; and

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA; and

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **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 Integrity Employee Assistance, Inc. dba WellConnect

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. 164.501.

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. 160.102.

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)(i).)

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 public health, research, and related support services (service) 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)(i); 65 Fed. Reg. 82505.)

4. **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)).
6. **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)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 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.

e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby 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.

g. **Amendment and Incorporation of Amendments.** BUSINESS 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)).

h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make 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)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- 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)).
- l. **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.** 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, 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, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
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.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of the date this Agreement is executed and shall remain in effect for the same term as the Professional Service Agreement with Integrity Employee Assistance, Inc. dba WellConnect for stress management services for the fire department or shall terminate on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:

- a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
3. Terminate this Agreement immediately.
4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in

equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. To the extent allowed and not otherwise prohibited by Texas law, BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.
- 5.

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

COPY TO: City of El Paso
Fire Chief
416 N. Stanton St. #200
El Paso, Texas 79901

BUSINESS ASSOCIATE: Integrity Employee Assistance, Inc. dba WellConnect
Attn: Deborah Onitveros
1600 Lee Trevino, Suite C-7
El Paso, Texas 79936

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other

provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of
the _____ day of _____, 20____.

CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Sr. Assistant City Attorney

APPROVED AS TO CONTENT:

Jonathan Killings, Interim Fire Chief
El Paso Fire Department

BUSINESS ASSOCIATE

Signature: _____
Name Printed: Deborah Quintanero
Title: President



Legislation Text

File #: 22-852, 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, Mary Lou Espinoza, (915) 867-2629

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign a Retail Lease by and between the City Of El Paso ("Landlord") and UETA of Texas Inc. ("Tenant") for use of the property known as 780 S. Zaragoza Rd., El Paso, Texas for an initial term of ten (10) years with two (2) renewal terms of an additional terms of 10 years each.

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

AGENDA DATE: July 6, 2022
PUBLIC HEARING DATE: July 6, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mary Lou Espinoza, Capital Assets Manager,
(915) 867-2629

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

A resolution authorizing the City Manager to sign a Retail Lease by and between the City Of El Paso ("Landlord") and UETA of Texas Inc. ("Tenant") for use of the property known as 780 S. Zaragoza Rd., El Paso, Texas for an initial term of ten (10) years with two (2) renewal terms of an additional terms of 10 years each.

BACKGROUND / DISCUSSION:

The City of El Paso desires to enter into a new lease agreement with UETA of Texas, Inc. to continue to lease the property located at 780 S. Zaragoza Rd. The rental fee for the property will include base rent of \$119,700 annually in the initial term with a five (5) percent increase every five (5) years. In addition to the base rent the tenant will pay an annual exclusivity fee in the amount of \$32,083 per year for the duration of the contract. Furthermore, the Tenant will pay the Landlord an annual percentage rent in the sum equivalent to 1% of the Tenant's Gross Sales during each lease year.

PRIOR COUNCIL ACTION:

July 9, 1996; October 12, 1999

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES x NO

PRIMARY DEPARTMENT: N/A

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager be authorized to sign a Retail Lease by and between the **CITY OF EL PASO** ("Landlord") and **UETA of Texas Inc.** ("Tenant") for use of the property known as 780 S. Zaragoza Rd., El Paso, Texas for an initial term of ten (10) years with two (2) renewal terms of an additional terms of 10 years each.

APPROVED this ____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

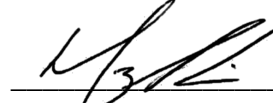
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT



Mary Lou Espinoza, Capital Assets Mgr.
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**LEASE AGREEMENT
(GROUND LEASE)**

This Lease Agreement (“**Agreement**” or “**Lease**”) is made this ____ day of ____, 2022 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, (“**Landlord**” or “**City**”), and UETA of Texas, Inc. , a Delaware Corporation (“**Tenant**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, on June 22, 1990, the City acquired the property from Frank Alderete Jr through a warranty deed filed under page 0940, volume 2192 of the El Paso County Records (the “**Deed**”); and

WHEREAS, the Deed contained certain use restrictions (the “**Use Restrictions**”); and

WHEREAS, on July 9, 1996, the Landlord entered into a Lease Agreement with EP-ACCA, Inc. for the lease of 3.063 acres of land being a portion of tracts 5A2 and 5A4, Block 41, Ysleta Grant, El Paso, El Paso, County Texas (the “**First Lease**”); and

WHEREAS, on January 28, 1997, the Landlord, Frank Alderete Jr. and EP-ACCA entered into an Agreement Pertaining to the Use Restrictions (“**Use Restriction Agreement**”) to provide for the suspension of all use restrictions as they apply to the designation of right-of way as provided in the First Lease; and

WHEREAS, On July 21, 1998, the Landlord entered into a Memorandum of Lease Consent to Assignment and First Amendment to Lease with the Tenant and EP-ACCA, INC. to agree to the assignment of the lease from EP-ACCA, INC. to the Tenant and to amend the term of the lease to start on October 29, 1996 and terminate October 28, 2008 subject to options to extend for two (2) additional ten (10) year periods (the “**First Amendment**”); and

WHEREAS, on July 29, 1998, EP-ACCA, INC., assigned the First Lease to UETA of Texas, Inc. (the “**Assignment**”);

WHEREAS, on July 29, 1998, EP-ACCA, Inc. and UETA of Texas, Inc. entered into an Assignment of Agreement Pertaining to Use Restrictions and Assumption Agreement where EP-ACCA assigned the Use Restriction Agreement to UETA of Texas Inc. (“**Use Restriction Agreement Assignment Agreement**”); and

WHEREAS, on October 12, 1999, the Landlord and Tenant entered into a Lease agreement of a narrow portion of right-of-way to allow the Tenant to install and maintain a wrought iron fence (the “**Right of Way Lease Agreement**”); and

WHEREAS, on February 4, 2008, the Tenant informed the Landlord of the Tenant’s desire to exercise the first option to extend the First Lease; and

WHEREAS, on July 29, 2010, the Landlord agreed to exercise the option to extend the First Lease such renewal being effective October 29, 2008 and ending October 28, 2018; and

WHEREAS, on March 15, 2018, the Tenant informed the Landlord of the Tenant's desire to exercise the second option to extend the First Lease; and

WHEREAS, the Landlord never concurred to the exercise of the second option as required by the First Lease and therefore, the First Lease expired; and

WHEREAS, in lieu of further extending the First Lease, the Landlord and Tenant wish to enter into a new lease as provided in this Agreement.

The parties agree as follows:

SECTION 1. LEASED PREMISES.

- A. Subject to the provisions of this Agreement, the Landlord leases to the Tenant the following premises ("**Premises**"): 3.062 acres, being a portion of Tracts 5A2 and 5A4, Block 41, Ysleta Grant, El Paso, El Paso County, Texas as more particularly described in Attachment "A" of this Agreement. The lease under this Agreement includes the right to access the Premises in accordance to the provisions of this Agreement.
- B. The parties agree that the improvements currently on the Premises belong to the Tenant and that such improvements will pass to the Landlord as may be provided in this Agreement.
- C. Parties agree that both have complied with all obligations under the First Lease and that no monies are owed by Tenant to Landlord under the First Lease, and the parties release each other from any and all claims under the First Lease. The parties agree that this Agreement supersedes the First Lease.

SECTION 2. TERM.

- A. **INITIAL TERM.** The initial term of this Agreement is ten (10) years commencing on the Effective Date ("**Initial Term**").
- B. **RENEWAL TERM.** The Tenant may extend the Initial Term of this Agreement as provided in this subsection. The Tenant may exercise up to two (2) options to extend the term of this Agreement for ten (10) years each option (individually "**Option**"). If the Tenant wishes to extend the term of this Agreement, then the Tenant will notify the Landlord in writing that the Tenant wishes to exercise an Option at least 180 days before the expiration of the Initial Term or previous Option under this Agreement. The term of this Agreement will automatically be extended upon notification from the Tenant to the Landlord that the Tenant wishes to exercise an Option. The terms of this Agreement apply to all Options exercised by the Tenant.

SECTION 3. RENTAL AND FEES.

- A. **BASE RENT.** Subject to the periodic increases below, the Tenant will pay a monthly base rent of \$9,975 (“**Base Rental Fee**”) starting on the Effective Date and every month thereafter during the term of this Agreement and any extensions. The Tenant will pay the Landlord the Base Rental Fee no later than first (1st) day of every calendar month. The Base Rental Fee will be paid to the Landlord in the form of a check or wire transfer. If the Initial Term begins or ends on a day that is neither the first or the last day of the month, then the Base Rent for that month will be prorated. The Base Rental Fee is in addition to the Percentage Rent and the Exclusivity Fee.
- B. **BASE RENT ADJUSTMENT.** The Base Rental Fee will automatically increase by five (5) percent every five (5) years after the Effective Date during the Initial Term and any Option periods exercised by the Tenant. The Tenant is responsible for paying the rent increase regardless of whether the Landlord notifies the Tenant of the increase in the Base Rental Fee.
- C. **PERCENTAGE RENT.** In addition to the Base Rental Fee and the Exclusivity Fee, the Tenant will pay the Landlord an annual percentage rent in the sum equivalent to 1 percent of Tenant’s Gross Sales made in and from the Premises during each Lease Year (the “**Percentage Rent**”). The Tenant will pay the Landlord the Percentage Rent at the end of each Lease Year during the term of this Agreement and any extensions. The term “**Lease Year**” as used in this Agreement means the period of twelve consecutive calendar months, the first Lease Year Commencing on the Effective Date and ending 365 calendar days after. The term “**Gross Sales**” as used in this Agreement means the dollar aggregate of the revenue for the applicable Lease Year from the sale of goods/merchandise from the duty-free store situated on the Premises, excluding (i) the exchange of goods and supplies between stores of Tenant; (ii) customer refunds allowed on transactions included as sales; (iii) returns to shippers or suppliers; (iv) the amount of any employee discounts on sales; and (v) the amount of any city, state, county, or federal sales, luxury or excise tax on such sales which have been added to the selling price and paid to the taxing authority by Tenant. Tenant will prepare and deliver to the Landlord, no later than 45 days after the end of each Lease Year, a report drafted in accordance with modern and standard accounting practices, showing the amount of Gross Sales made by the Tenant from the Premises during the preceding Lease Year (the “**Gross Sales Report**”) together with a check in payment of the Percentage Rent shown to be due; such Gross Sales Report to be certified by a duly authorized officer of the Tenant to be true and correct. The Tenant will include the following items and amounts in the Gross Sales Report clearly: (i) the exchange of goods and supplies between stores of Tenant; (ii) customer refunds allowed on transactions included as sales; (iii) returns to shippers or suppliers; (iv) the amount of any employee discounts on sales; and (v) the amount of any city, state, county, or federal sales, luxury or excise tax on such sales which have been added to the selling price and paid to the taxing authority by Tenant. Upon 10 days advance notice to Tenant, Landlord, or its duly authorized representative, may inspect any and all of Tenant’s records which relate to Gross Sales made from or at the Premises, including copies of any sales tax reports that Tenant may be required to furnish to any governmental agency, at any time during normal

working hours and on normal working days. Landlord will conduct such examination in a manner which does not unreasonably interfere with Tenant's business at the Premises. Within 3 business days from a request from the Landlord, the Tenant will provide the Landlord any reports or documents used by the Tenant to generate the Gross Sales Report. In the event that Landlord is not satisfied with any Gross Sales Report submitted by Tenant, Landlord shall have the right within 3 years after the end of the Lease Year for which such Gross Sales Report is made to commence a special audit of Tenant's books and records pertaining to Gross Sales. If such audit discloses that Tenant's Gross Sales Report is at a variance to the extent of three percent (3%) or more, Tenant shall pay the Landlord within 10 calendar days after demand the reasonable cost of the audit in addition to the deficiency shown to be due as a result of such audit. The obligation of Tenant to pay Landlord Percentage Rent based on a percentage of Gross Sales of Tenant's business at the Premises shall not give nor be deemed to give Landlord any interest, control, or discretion whatsoever in the conduct of such business and nothing contained herein shall be construed to be or create a partnership or a joint venture between the Landlord and the Tenant.

- D. **Minimum Annual Guarantee.** For the purpose of computing the Minimum Annual Guarantee, Landlord and Tenant agree that the Premises comprise of 6300 square feet. The Minimum Annual Guarantee for the first Lease Year shall be calculated on the basis of square feet at \$19.00 per square foot. For the second Lease Year and each succeeding Lease Year thereafter, including any extension or Option Period of this Lease, the Minimum Annual Guarantee shall be increased by two (2) percent of the immediately preceding Lease Year's Minimum Annual Guarantee Amount.
- E. **EXCLUSIVITY FEE.** Beginning on the Effective Date, the Tenant will pay the Landlord every year for the term of this Agreement and any extensions to the Agreement an Exclusivity Fee in the amount of \$32,083 per year ("**Exclusivity Fee**"). The Exclusivity Fee is in addition to the Base Rental Fee and the Percentage Rent. The Tenant will pay the Landlord the Exclusivity Fee on the Effective Date and thereafter every year on the anniversary of the Effective Date. During the term of this Agreement and any extensions to this Agreement, Landlord agrees not to use itself or to sell or lease to any person or entity any of its real properties located within a radius of three (3) miles of the Premises for the operation of a duty-free store, or any other type of operations offering for sale duty-free items customarily sold in duty-free businesses. In furtherance of the foregoing, with respect to any lease or conveyance subsequent to the Effective Date of any Landlord owned real property located within three (3) miles of the Premises throughout the balance of the term of this Agreement, and any extensions of this Agreement, Landlord shall include a restriction in the lease or other conveyance instrument restricting the use of any such Landlord owned property being leased or conveyed so as to preclude the use of such property as a duty-free store or any other type of operation offering for sale duty-free items customarily sold in a duty-free business.
- F. **HOLDOVER.** If there is any holdover of the Premises by the Tenant at the expiration of this Agreement without Landlord's consent, then this Agreement will function as a month-to-month tenancy. During any such holdover without Landlord's consent, the Tenant will pay the Landlord two times the amount of the most recent Base Rental Fee, and the Tenant

will be liable to the Landlord for any loss or damage caused by the Tenant's unauthorized holdover of the Premises. The Landlord may retake possession of the Premises during any holdover after providing a 30-day notice of such to the Tenant. Subject to the Base Rental Fee adjustment above, the terms of this Agreement apply during any holdover periods and Tenant is required to return the property as described in this Agreement. The Tenant will not construe action or lack thereof on the part of the Landlord as waiver of the right of the Landlord to retake the possession of the Premises or as a reinstatement or extension of this Agreement. Both parties will be subject to the terms of this Agreement during any holdover period.

G. UNPAID BASE RENTAL FEE. If the Tenant has not paid the Base Rental Fee to the Tenant by the tenth (10th) day of the month, then the Tenant will pay the Landlord a fifteen (15)% interest fee on the amount that is due for every month the amount is due. The late charge fee will not be construed as liquidated damages or limiting the Landlord's remedies in any manner.

H. PAYMENT AND PERFORMANCE BONDS. Within ten (10) days following the Effective Date, Tenant will, at its sole cost and expense, provide Landlord with a bond issued by a surety authorized to do business in Texas and reasonably satisfactory to Landlord in the amount of \$130,000 to ensure that Tenant complies with all of its obligations under this Agreement (the "**Performance Bond**"). The Performance Bond must be in effect at all times during the term of this Agreement including any holdover periods. If the Performance Bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to Landlord thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond shall provide that, upon the occurrence and continuance of an event of default hereunder by Tenant beyond applicable notice and cure periods, Landlord may use the Performance Bond to recover any or all amounts due and payable from Tenant to Landlord in accordance with this Lease. Landlord shall not be required to exhaust its remedies against Tenant or the Performance Bond before having recourse to Tenant or the Performance Bond, or before exercising any right or remedy hereunder. Should Tenant make any additional improvements to the Premises that would result in an increase in demolition expenses, Landlord will increase the amount of the Performance Bond to equal the value of the demolition expenses. Tenant remains responsible for any amounts owed to Landlord under this Agreement that are not covered by the Performance Bond.

I. AUTHORIZED INSURANCE AND SURETY COMPANIES. All required policies of insurance and bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

- 1.. a statement of the coverage provided by the policy;
2. a statement certifying the Lessor to be listed as an additional insured in the policy;

3. a statement of the period during which the policy is in effect;
4. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
5. 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.

- J. NET LEASE.** This lease is an absolute net lease. Tenant will pay all expenses of every kind and nature whatsoever relating to or arising from the Premises, including any property taxes and other assessments of any kind on the Premises and/or improvements located on the Premises and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Landlord agrees to pay the following expenses: (a) any expenses expressly agreed to be paid by Landlord in this Lease; (b) expenses incurred by Landlord to monitor and administer this Lease; (c) expenses incurred by Landlord prior to the Effective Date; (d) expenses that are personal to Landlord.

SECTION 4. USE OF THE PREMISES.

- A. PURPOSE.** The Tenant will only use the premises for the following purpose (“**Purpose**”): Tenant will operate a Duty Free Americas or UETA duty free retail store selling consumer goods to international travelers customarily sold in duty-free stores. Tenant will not provide any goods or services that are not customarily sold in duty-free stores without the Landlord’s prior written consent, which consent shall not be unreasonably withheld. All other uses of the Premises are strictly prohibited. The Tenant must operate a Duty Free Americas or UETA duty free retail store throughout the term of this Agreement and any extensions. Failure to operate a Duty Free Americas or UETA duty free retail store is a material breach of this Agreement.
- B. USE POLICIES.** The Tenant will abide by the policies established by the Landlord for the use of the Premises and building where the Premises are located.

SECTION 5. CONDITION OF THE PREMISES AND WARRANTIES.

- A. CONDITION OF THE PREMISES.** Tenant accepts the Premises in their present condition, including any existing easements of record or apparent on the ground, and the proximity to loud noises and other aspects associated with the Premises. Relying on the Tenant’s own inspection and judgment, the Tenant agrees that the Premises are suitable for the Tenant’s proposed Purpose to be conducted on the Premises. 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 and its surroundings “as is”, including any improvements made by the Landlord as agreed upon by the Tenant and the Landlord as described in this Agreement, if any, with all faults, relying on the Tenant’s own inspection and judgment and not in reliance on any representations of the Landlord. Landlord assumes no responsibility as to the condition of the Premises and assumes no

responsibility for the maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition. Tenant is responsible for ensuring that all utility connections, utility services, and other services required by the Tenant are available on the Premises.

- B. QUIET ENJOYMENT. Provided that the Tenant performs all obligations under this Agreement, the Landlord warrants that the Tenant may have quiet enjoyment of the Premises.
- C. NO WARRANTIES. The Landlord makes no warranties to the Tenant regarding the condition of the Premises or the suitability of the Premises for use as intended by the Tenant. This disclaimer of warranty applies, but is not limited to, any issues of zoning and platting as well as utility service connections. It is up to the Tenant to verify that all zoning and platting requirements needed to use the Premises for the Purpose stated in this Agreement are in place. It is the responsibility of the Tenant to ensure that all utilities can be extended to any Improvements on the Premises by the Tenant.

SECTION 6. IMPROVEMENTS TO THE PREMISES.

- A. Except for any improvements authorized in Attachment “B” of this Agreement, the Tenant will not make any improvements to the Premises without the prior written authorization from the City. The City may deny any requests to make additional improvements to the Premises in the City’s sole but reasonable discretion. The City may require the Tenant to increase the amount of the Performance Bond to accommodate any new improvements.
- B. If the Landlord approves any improvements on the Premises, then the Tenant will perform all improvements in accordance with all applicable federal, state, and local laws. Upon completion of the improvements, the Tenant will deliver to the Landlord “as-built” records of the construction signed by a professional engineer or architect licensed in Texas.
- C. If the City, either through this Agreement or separately, authorizes the Tenant to make any improvements to the Premises, then the Tenant or the Tenant’s contractors will not start any construction until the Landlord determines, in the Landlord’s reasonable discretion, that the Tenant has complied with the following requirements:
 - 1. If Tenant is obtaining financing for the construction of any improvements, then Tenant will provide to the Landlord: (i) a copy of a financing commitment letter from a leasehold mortgagee; and (ii) a written certification from Tenant that the financing commitment is in full force and effect.
 - 2. Tenant will provide to Landlord written evidence that Tenant has sufficient funds available to complete the construction of any improvements.
 - 3. Tenant will provide final plans to Landlord.
 - 4. Tenant increased the amounts of the Performance Bond, if required by the City in accordance with this Agreement.
 - 5. Tenant will require all contractors to have Commercial General Liability Insurance in the minimum amount of \$1,000,000 per occurrence for bodily injury and

property damage \$2,000,000 aggregate and Vehicle liability in a minimum amount of \$1,000,000 per occurrence.

6. Tenant will require all contractors to have Workers Compensation Insurance as required by law.
 7. Tenant will require all contractors to have Builder's Risk Insurance (Fire and extended coverage) for 100% of the completed value of the improvements.
 8. Tenant will require all contractors to have a performance bond in an amount at least equal to 100% of the contract price for the construction of any improvements on the Premises.
 9. Tenant will require all contractors to have a payment bond in an amount not less than 100% of the contract price for the construction of any improvements on the Premises.
 10. Professional Liability for architects, engineers, and surveyors.
 11. Tenant will require all contractors to add the Landlord as an additional insured in all insurance policies and to have an endorsement requiring the insurance companies to notify the City at least thirty days in advance in the event the policy or policies are canceled and ten days in advance for non-payment of policy premiums.
 12. Landlord will require all insurance policies to remain in effect until all improvements on the Premises have been completed and final payment has been made to all contractors and subcontractors.
- D. Prior to constructing any improvements on the Premises, the Tenant will obtain a Phase I Environmental Site Assessment that complies with ASTM standards ("Phase I") on the Premises. If the Phase I requires or recommends a Phase II Environmental Site Assessment ("Phase II"), then the Tenant will obtain a Phase II assessment on the Premises. If the Phase II requires any remediation to be done on the Premises, then the Tenant may terminate this Agreement or elect to perform the remediation prior to the start of any construction. The Tenant will provide the Landlord with copies of the Phase I and Phase II assessments as soon as the Tenant receives the assessments.
- E. Tenant will not create or permit to be created or to remain, and shall promptly discharge, any lien, encumbrance, or charge levied on account of any mechanic's, laborer's, or materialman's lien which might or does constitute a lien, encumbrance, or charge upon the Premises, or any part thereof, or the income therefrom, having a priority or preference over or ranking on a parity with the estate, rights, or interest of Landlord in the Premises or any part thereof, or the income therefrom. Nothing in this lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, by inference or otherwise, to the filing of any lien against the Premises by any contractor, subcontractor, laborer, materialman, architect, engineer, or other Person for the performance of any labor or the furnishing of any materials or services for or in connection with the Premises or any part thereof.
- F. Tenant agrees that the title to all improvements made by the Tenant to the Premises, now or hereafter located on the Premises, shall be vested in Tenant until either the termination or expiration of this Agreement, at which time all title to and ownership of the

improvements made by the Tenant to the Premises shall automatically and immediately vest (without the necessity of any further action being taken by Tenant or Landlord or any instrument being executed and delivered by Tenant to Landlord) in Landlord, and Tenant shall have no rights pertaining to such improvements. Notwithstanding anything to the contrary, nothing in this subsection relieves the Tenant from any duties under this Agreement, including but not limited to the removal of the improvements and the restoration of the Premises. Notwithstanding anything contained in this Agreement to the contrary, all machinery, equipment, appliances, furniture, merchandise, and any other personal property of any kind or description owned or leased by Tenant located on the Premises and used in the operation of the Premises shall be and remain the property of Tenant and shall be removed by Tenant upon the termination or expiration of this Agreement to the extent that it does not cause structural or cosmetic damage to the Premises. Tenant's failure to remove personal property 30 days after termination or expiration of this Agreement shall result in the Landlord taking ownership of any remaining personal property on the Premises.

SECTION 7. TENANT OBLIGATIONS

- A. Separate from any rent amounts, Tenant will pay on time all taxes and assessments on the Premises, improvements made by the Tenant on the Premises, activities conducted by the Tenant on the Premises, and all personal property of the Tenant that is located on the Premises. Tenant will make all tax/assessment payments on time and directly to the governmental authority charged with the collection of such taxes or assessment. Tenant will, within seven calendar days following the due date for the payment of taxes and assessments, furnish to Landlord official receipts of the appropriate governmental authority, or other evidence reasonably satisfactory to Landlord, evidencing the payment of such taxes or assessments. If the Tenant fails to pay on time any taxes or assessments as provided in this provision, then the Landlord may pay such taxes and assessments and recover such amounts from the Tenant. Tenant will pay to the Landlord within 30 calendar days of receipt of a request from the Landlord, any taxes or assessments paid by the Landlord pursuant to this provision.
- B. Tenant will maintain the Premises and all improvements on the Premises in a good state of repair and in a clean and attractive condition at all times during the term of this Agreement.
- C. Tenant may not place any signs on the Premises without the advance written approval of the Landlord, which approval shall not be unreasonably withheld.
- D. Tenant will allow access to any part of the Premises to the Landlord with 24 hours' notice from the Landlord to allow the Landlord to inspect and to make repairs or alterations to the Premises during normal business hours. If the Landlord gives 24 hours' notice to the Tenant, then the Tenant will allow the Landlord to access the Premises during normal business hours to show it to any prospective purchasers or tenants, or for any other purpose that the Landlord deems necessary. The Landlord entering the Premises for the purposes under this Section do not constitute an eviction or disturbance of the Tenant's rights under this Agreement.

- E. For the term of this Agreement the Tenant will provide maintenance to the wrought iron fence (the “**Fence**”) directly abutting the Premises. For purposes of this provision only, maintenance of the fence refers to painting, trash collection, and repairs.

SECTION 8. LANDLORD’S OBLIGATIONS

- A. Other than as specifically stated in this Agreement, the Landlord has no obligations under this lease.

SECTION 9. ENVIRONMENTAL LAWS.

- A. For purposes of this Agreement:

1. “**Environmental Laws**” means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
2. “**Hazardous Material**” means all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
3. “**Releasing**” means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

- B. COMPLIANCE.

1. Tenant will not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Tenant, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Laws. **Tenant will indemnify, defend and hold harmless the 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**

of, or adverse effects on, the environment or violation of any Environmental Laws or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon caused by the act or omission of the Tenant, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, Improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Tenant's obligations and liabilities under this paragraph shall continue so long as the Landlord bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any Improvements thereon. This indemnification of the Landlord by the 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 the Landlord's right to enforce the Tenant's promise to indemnify is not an adequate remedy at law for the Tenant's violation of any provision of this Section. Landlord will also have all other rights and remedies provided by law or otherwise provided in this Agreement.

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 the Tenant results in any contamination of the Premises or any Improvements thereon, or any surrounding property, the Tenant will 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 the Landlord's approval of such actions shall first be obtained.
3. Tenant will, at the Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority ("**Government**") under the Environmental Laws. If the Government determines 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 the Tenant will, at the Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no expense to the Landlord, the Tenant will promptly provide all information requested by the 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 will notify the Landlord promptly after the 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 the Tenant's Purpose on the Premises, and (b) any change in the Tenant's Purpose on the Premises that will change or has the potential to change the Tenant's or Landlord's obligations or liabilities under the Environmental Laws.

C. RELEASING HAZARDOUS MATERIAL.

1. In the event of a Release of Hazardous Materials in violation of Environmental Laws on the Premises that presents an immediate threat of injury to persons or property that is not immediately remediated to the satisfaction of the Landlord or the expiration of cure periods provided for in this Agreement, then notwithstanding any other provision in this Agreement to the contrary, Landlord may "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises. The Tenant will be responsible for the cost of the Landlord's "self-help" in this Section, which can include but are not limited to attorneys' fees. Landlord will use its best efforts to notify the Tenant prior to its exercise of such self-help rights.
2. Tenant's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section is a material default of this Agreement. As such, Landlord may pursue the remedies as set forth in this Agreement, in addition to all other rights and remedies provided by law.

D. REPORTING.

1. At any time that the Tenant submits any filing or response pertaining to its property, operations, or presence on City property 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, the Tenant shall provide duplicate copies to Landlord of such filing(s) and response(s) with any related documents at the time same are made.

SECTION 10. MUTUAL COVENANTS.

A. FIRE OR OTHER CASUALTY.

1. If all or any part of the Premises or any improvements made on the Premises by the Tenant are destroyed or damaged by fire or other casualty (including any casualty for which insurance was not obtained or obtainable) of any kind or nature, Tenant will give to Landlord notice of such within 10 calendar days after such casualty occurs. The Tenant will, whether or not such damage or destruction has been insured and whether or not the insurance proceeds, if any, are sufficient for the purpose of restoring the Premises and Tenant improvements on the Premises, with

reasonable diligence repair, restore, replace, and rebuild the Premises and/or Tenant improvements on the Premises to the same condition and value as nearly as possible to such condition and value prior to such casualty. Landlord is not obligated to restore the Premises or any portion of the Premises. Landlord may send a notice to the Tenant if Tenant has failed to restore the Premises or Tenant improvements within a reasonable amount of time. If the Tenant fails to complete the restoration within 30 calendar days of such notice, then the Landlord may elect to terminate this Agreement. If the Landlord terminates this Agreement for failure of the Tenant to restore the Premises or Tenant improvements, then the Landlord may (1) restore the Premises and/or Tenant improvements at Tenant's expense, or (2) at the Tenant's expense, remove all improvements and restore the Premises to the original condition of the Premises on the Effective Date. Tenant will pay all expenses incurred by the Landlord within 30 calendar days of receipt of a request for payment from the Landlord.

B. CONDEMNATION AND LOSS OR DAMAGE.

1. If the Premises are condemned leaving the Premises untenable, then either party may terminate this Agreement, with the date of termination being the condemnation date.
2. If any improvements by the Tenant are condemned, but the Premises remains tenable, then either party may terminate this Agreement, with the termination date being the date of the condemnation. If this Agreement is not terminated then the Tenant will be responsible for paying the Base Rental Fee.
3. If the Premises are only partially condemned, then either party may terminate this Agreement with the termination date being the date of condemnation. If this Agreement is not terminated, then the Tenant will only be responsible for paying the Base Rental Fee.

C. SUBORDINATION, NON-DISTURBANCE, ATTORNMEN, AND ESTOPPEL.

1. The Tenant will sign a Subordination, Nondisturbance, and Attornment agreement ("**SNDA**") at the request of the Landlord. The Tenant agrees to the following which will also be included in the SNDA:
 - a. **SUBORDINATION.** The Tenant's interest under this Agreement is, at all times, subordinate to other present and future liens on the Premises and any modifications, supplements, extensions, amendments, renewals, consolidations, and replacements of said liens.
 - b. **NON-DISTURBANCE.** If the ownership of the Building or Premises changes in any way, then the Tenant's right to quiet enjoyment and other rights under this Agreement will not be disturbed or terminated, provided that this Agreement is in full force and effect and that there are no defaults by the Tenant.

- c. ATTORNMENr. By signing this Agreement, the Tenant agrees to recognize any future owners of the Building or Premises as the Landlord and will continue to perform the obligations outlined in this Agreement until the termination or expiration of this Agreement to the full effect as with the original Landlord of this Agreement.
- d. ESTOPPEL. Landlord and Tenant will execute, upon request by either party, an estoppel certificate that confirms the following: that the Agreement is unmodified and is in full force and effect, the Effective Date and expiration date of this Agreement, the amounts that are to be paid under this Agreement, and that no notice has been given by Landlord to Tenant of any default under this Lease that has not been cured and to the best of the certifying party's knowledge and belief no default exists (or, if there has been any notice given or a default exists, describing the same).

D. ENCUMBRANCES

1. 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. 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 the Landlord upon Tenant under the terms and provisions of this Agreement so long as such Mortgage is in effect.

2. Upon receipt of a notice or demand as described above, Mortgagee shall have 30 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 30 days, to commence performance within such 30 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 the Landlord the information specified above unless the 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 the tenant under this Lease.
 - g. The City will, upon request by any Mortgagee, certify in writing that this Agreement is in full force and effect, whether this Agreement 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 Agreement 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 Agreement 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 Premises without consent by all Mortgagees.
3. 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 Agreement.
4. Nothing in this Agreement prevents the Landlord from encumbering the Premises.

SECTION 11. EXPIRATION AND TERMINATION.

- A. Expiration of Term. This Agreement will automatically terminate at the end of the Initial Term of this Agreement or if exercised by the Tenant, at the end of any Options exercised by the Tenant under this Agreement.
- B. Termination under the El Paso City Charter. In accordance to the El Paso City Charter Section 3.18, the City may terminate this Agreement at any time if the City Council, by formal action, determines that the termination of the lease is necessary to secure efficiency of public service at a reasonable rate, or to assure that the property is maintained in good order throughout the life of the grant.
- C. Termination for Default. Either party may terminate this Agreement if one party defaults on any of the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of the intent to terminate enumerating the failure for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure.

1. If the Landlord terminates this Agreement for a default of the Tenant, then the Tenant will owe the Landlord the remainder of the Base Rental Fee for the remaining Initial Term of the Agreement or the then-current Option term, as applicable.
2. If the Tenant terminates the lease for a default of the Landlord, then the Tenant will only be responsible for paying the Base Rental Fee up until the date of termination.
3. The following items also constitute an event of default by the Tenant under this Agreement : Abandonment of the Premises by the Tenant as provided in Chapter 93 of the Texas Property Code; filing of a petition of 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 90 days after filing; a judgment of bankruptcy in involuntary proceedings; or 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.

D. This Agreement may be terminated as otherwise provided in other sections of this Agreement.

SECTION 10 RIGHTS AND OBLIGATIONS FOLLOWING EXPIRATION OR TERMINATION.

- A. At the expiration of this Agreement or within 30 calendar days following termination of the Agreement, the Tenant will surrender and return the Premises to the Landlord free and clear of all improvements above and below ground level, free and clear of all personal property, and the Tenant will have the soil on the Premises compacted to Landlord's specifications with no subterranean uses. The Tenant will be responsible for paying the Landlord the Base Rent while occupying the Premises to comply with the obligations under this section. Tenant will perform all obligations under this Section in accordance to all federal, state, and local laws and regulations.
- B. Upon expiration, or within 30 calendar days following termination of this Agreement for any reason, Tenant will provide to the Landlord a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("**Tenant's Report**") at the Tenant's sole expense. If the Tenant's Report or the Phase I Assessment ordered by the Landlord requires or recommends a Phase II Environmental Site Assessment, then the Tenant will obtain a Phase II assessment on the Premises at the Tenant's sole expense. If the Phase II assessment requires any remediation to be done on the Premises, then the Tenant will perform the remediation on the Premises at the Tenant's sole expense. If the Tenant fails to obtain the Tenant's Report, the Phase II Environmental Site Assessment, or to remediate the Premises as required in this provision, then the Landlord may perform all assessments and remediation and recover the costs from Tenant. The Tenant will provide the Landlord copies of all assessments done on the Premises under this provision as soon as such reports become available to the Tenant.
- C. The City may elect to relieve the Tenant from the obligation to remove all improvements on the Premises as provided in this Section by sending written notification to the Tenant 180 calendar days before expiration of this Agreement or by informing the Tenant in any notice of early termination of this Agreement.

- D. In the event of default by Tenant under this Agreement, following all required notifications, the Landlord may:
- a. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Tenant and all personal property of Tenant (which property may be removed and stored at the cost of and for the account of Tenant), using such force as may be necessary; and/or
 - b. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Landlord. If Landlord shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Tenant during such month or part thereof under the terms of this Lease, Landlord shall pay such deficiency to Landlord immediately upon calculation thereof, provided Landlord has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.
- E. In the event of a default by the Tenant the Landlord may perform all of Tenant's obligations which the Tenant failed to fulfill under this Agreement. The Landlord may deduct from any deposits paid by the Tenant any expenses incurred by the Landlord for performing obligations of the Tenant and/or the Landlord may invoice the Tenant for the costs incurred by the Landlord for performing the Tenant's obligations. The Tenant will pay any invoices received from the Landlord within 30 calendar days of receipt.

SECTION 11. INDEMNIFICATION.

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

SECTION 12. INSURANCE.

A. **LIABILITY INSURANCE.** Tenant shall obtain, provide proof of, and maintain for the term or any holdover of this Agreement:

1. Comprehensive General Liability Insurance in amounts not less than \$1,000,000 for bodily injury to one person for each occurrence, \$2,000,000 for bodily injury to more than one person for each occurrence, and \$1,000,000 for property damage for each occurrence.
2. Comprehensive Pollution Liability Insurance in amounts not less than \$1,000,000 for each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, all covering the Premises and surrounding the Landlord's property.

B. **FIRE AND OTHER RISKS INSURANCE.** Tenant, at the Tenant's sole cost and expense, will insure all improvements made on the Premises 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 ("**Full Insurable Value**") throughout the term of this Agreement. If a dispute arises as to the Full Insurable Value and cannot be resolved by the Tenant and the Landlord, then the Tenant will conduct an appraisal of the Premises and Improvements at the Tenant's own expense. The Tenant will ensure the appraiser is approved by the Landlord.

C. Tenant will maintain the insurance policies described above throughout the Initial Term, the Option term, and any holdover period of this Agreement. The Tenant will ensure that all policies comply with the following:

1. The Tenant may provide the insurances required in this section in more policies of insurance, the form of which must be approved by the City's Risk Manager.
2. Prior to taking possession of the Premises, the Tenant will provide the City copies of all insurance policies along with all endorsements and certificates of insurance. If the Tenant is providing insurance policies to the Landlord for Improvements made after taking possession of the Premises, then the Tenant will provide the insurance policies along with all endorsements and certificates of insurance to the Landlord before the Improvements are completed. All policies will provide through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without 30 calendar days prior written notice to the Landlord.

3. The Tenant will provide the City all certificates evidencing renewal of replacement of said policies of insurance at least 15 calendar days prior to the expiration or cancellation of any such policies.
4. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City's sole discretion.
5. Each policy, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.
6. Tenant will obtain the prior written approval of the City's Risk Manager for any deductibles, aggregate caps, and endorsements on any insurance policy required under this Agreement.
7. Tenant's insurance hereunder may be maintained by Tenant under a blanket or umbrella policy covering the Premises as well as other premises of Tenant.

SECTION 13. GENERAL PROVISIONS

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Tenant and the Landlord. As such, the Landlord is not subject to the liabilities or obligations the Tenant obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. **NOTICES.** The parties will send all notices required by this Agreement either in person, overnight courier, e-mail, or in writing postmarked and delivered by certified mail. All notices that are mailed are considered received 3 business days after the postmark date. All notices that are delivered in person or by e-mail are considered received on the date sent to the addresses or persons listed below. Parties may change their addresses or designated persons by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City: The City of El Paso
Attn: Real Estate Division
P. O. Box 1890
El Paso, Texas 79950-1890
E-mail: realestate@elpasotexas.gov

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

To the Tenant: UETA OF texas, inc
Attn: David Taney, General Counsel
6100 Hollywood Blvd., 7th Floor
Hollywood, FL 33024
E-mail: jcruthirds@dutyfreeamericas.com
and dtaney@dutyfreeamericas.com

- E. CONFIDENTIALITY. The Tenant acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW. This Agreement is governed by Texas law.
- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Landlord 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.
- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Tenant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

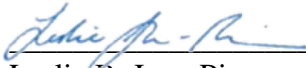
- L. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Tenant will allow the Landlord to inspect and copy all records pertaining to the Purpose to be performed on the Premises as provided in this Agreement.
- M. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, epidemic or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved. Notwithstanding anything to the contrary, the provisions of this Section do not excuse the Tenant from the prompt payment of rent and other amounts under this Agreement and do not operate to extend the term of the Term of this lease. Delays or failures by Tenant to pay rent or other amounts of this Agreement resulting from lack of funds are not deemed delays beyond the reasonable control of a party.
- N. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the Landlord and the Tenant, and the Tenant's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed.
- O. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- P. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- Q. **REPRESENTATIONS AND WARRANTIES.** The Tenant warrants to the Landlord that the Tenant has all required licenses, permits, and expertise to perform the Purpose of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- R. **RESTRICTIONS AND RESERVATIONS.** This lease under this Agreement is subject to all rights-of way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land.
- S. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

[Signatures begin on the next page]

CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Capital Assets Mgr.
Capital Improvement Department

(Acknowledgement)

STATE OF TEXAS)
COUNTY OF EL PASO)

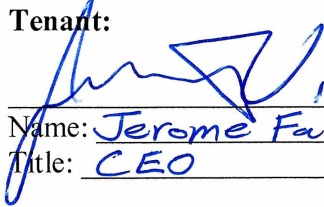
This Instrument was acknowledged before me on the ____ day of _____, 2022, by TOMAS GONZALEZ, as City Manager of the City of El Paso, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Notary's Commission Expires:
Notary's Name (printed)

(Tenant's Signature on following page)

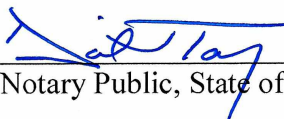
Tenant:


Name: Jerome Falic
Title: CEO

(Acknowledgement)

FLORIDA
STATE OF ~~TEXAS~~)
BROWARD)
COUNTY OF ~~EL PASO~~)

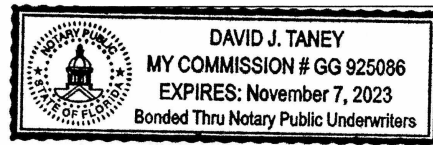
This Instrument was acknowledged before me on the 23rd day of June, 2022, by Jerome Falic, as CEO of the UETA of Texas, Inc., on behalf of UETA of Texas, Inc.


Notary Public, State of Texas Florida

Notary's Commission Expires: 11/7/23

Notary's Name (printed)

David Taney



ATTACHMENT "A"

YSLETA GRANT SURVEY
BLOCK 41, PORTION OF TRACTS 5A2 AND 5A4

Parcel No. 4

Legal description of a parcel of land being a portion of Tracts 5A2 and 5A4, Block 41, Ysleta Grant Survey. Same being a portion of a Quitclaim Deed #007673, State of Texas to the City of El Paso, Texas, Recorded in Volume 2645, Page 0166, Deeds & Records El Paso County, Texas and being, more particularly described as follows:

COMMENCING at a 5/8" rebar being on the United States Levee monument line said rebar being South 20°49'45" East a distance of 968.12 from a Brass Cap. I.B.W.C. monument station 221 + 29.13 on the United States levee monument line, thence South 63°23'44" East a distance of 315.25 feet to the International Boundary Water Commission right-of-way line, same being the TRUE POINT OF BEGINNING of this parcel of land.

THENCE North 20°49'45" West along the International Boundary and Water Commission right-of-way line a distance of 345.50 feet to the westerly right-of-way line of the Chamizal Border Highway Loop 375,

THENCE along the westerly and southerly right-of-way line of the Chamizal Border Highway Loop 375 the following:

South 39°59'50" East a distance of 191.11 feet,

South 53°23'10" East a distance of 208.00 feet,

South 63°24'34" East a distance of 363.08 feet,

THENCE South 18°53'44" East a distance of 51.83 feet to the westerly right-of-way line of Zaragoza Road,

THENCE South 11°36'16" West along the southerly right-of-way line of Zaragoza Road a distance of 172.87 feet,

THENCE North 63°23'44" West a distance of 448.50 feet to the northerly edge of a concrete lined channel,

THENCE South 51°27'29" West along the northerly edge of a concrete lined channel a distance of 11.02 feet,

THENCE South 20°49'45" East a distance of 731.02 feet to the westerly right-of-way line of Zaragoza Road,

THENCE along the westerly right-of-way line of Zaragoza Road being the arc of a curve to the right to the International Water and Boundary Commission right-of-way line, an arc distance of 13.70 feet, having a radius of 418.34 feet, a central angle of 01°52'37", a chord distance of 13.70 feet bearing South 40°19'28" West,

Exhibit A
10/2

Legal/Ysleta Grant Survey
Block 41, Portion of Tracts 5A2 and 5A4
Parcel No. 4
Page Two

THENCE North 20°49'45" West along the International Boundary and Water Commission right-of-way line a distance of 733.80 feet to the POINT OF BEGINNING.

Said parcel of land contains 133,390.10 square feet or 3.062 acres more or less.

By: Antonio Borrego
Reference: 237594
Date: February 19, 1996
1st Revision: February 22, 1996
2nd Revision: March 15, 1996

Approved by: _____
Antonio D. Flores, P.E., R.P.L.S.
Texas State Surveyor Lic. No. 3230

/ac

Exhibit A
20/2

ATTACHMENT “B”

Tenants improvements currently in existence on the Premises as of the Effective Date of this Agreement are allowed. Any other improvements must be approved by the City as provided in this Agreement.



780 S. Zaragoza – UETA LEASE

Mary Lou Espinoza, MBA – Capital Assets Manager

City Council – July 6, 2022

Strategic Goal 6 – Set the Standard for Sound Governance and Fiscal Management



Overview



Tenant: UETA of Texas, Inc

Location: 780 S. Zaragoza

Leased SqFt: 6300

Market Rental Rate: \$19 psf

Initial Term: 10 years

Renewal Terms: 2 options of 10 years each



Agreement Details

TOTAL LEASE VALUE: \$6,293,434.85

- **Base Rent Value (30 years): \$4,070,944.85**
 - Years 1-5: \$598,500.00
 - Years 6-10: \$628,425.00
 - Years 11-15: \$659,846.25
 - Years 16-20: \$692,838.55
 - Years 21-25: \$727,480.50
 - Years 26-30: \$763,854.55
- **Exclusivity Value (30 years): \$962,490.00**
- **Percent of Sales (30 Years): \$1,260,000.000**
 - ~\$42k/yr (10yr historical data average)



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 #: 22-850, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Streets and Maintenance, Randy Garcia, (915) 212-7005

AGENDA LANGUAGE:

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

A Resolution to authorize the City Traffic Engineer, in compliance with Title 12, Chapter 12.44 (Stopping, Standing and Parking Generally), Section 12.44.050 (Angle parking - Offset parking), to designate Five (5) offset angle parking spaces on the east side of N Boone St from Trowbridge Ave to the alley approximately 145 ft. south of Trowbridge Ave., the penalty being as provided in Section 12.84.010 of the El Paso City Code.

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

AGENDA DATE: July 6, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Randy Garcia, 915-212-7005

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

A resolution to authorize the City Traffic Engineer, in compliance with Title 12, Chapter 12.44 (Stopping, Standing and Parking Generally), Section 12.44.050 (Angle parking - Offset parking), to designate Five (5) offset angle parking spaces on the east side of N Boone St from Trowbridge Ave to the alley approximately 145 ft. south of Trowbridge Ave., the penalty being as provided in Section 12.84.010 of the El Paso City Code.

BACKGROUND / DISCUSSION:

Compliments Trowbridge Improvement project (CID) by adding five (5) offset angle parking spaces including one (1) handicap space on Boone St. This allows for additional parkway improvements including ADA and pedestrian enhancements.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, the City Council of the City of El Paso finds that it would be in the best interest of the public to authorize offset angle parking for approximately 145 ft along the east side of 1400 block of N Boone St from Trowbridge Dr to alley.

WHEREAS, the City Council of the City of El Paso further finds, in accordance with Section 12.44.050 (Angle parking-Offset parking) of the El Paso Municipal Code, that said street does not carry more than 4,000 vehicles per average day, nor more than 500 vehicles per hour for any consecutive three hours of an average day; and that adequate provisions has been made for the free and unobstructed passage of pedestrian traffic thereof;

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

THAT the City Traffic Engineer is hereby authorized and directed to designate Five (5) offset angle parking spaces on the east side of N Boone St from Trowbridge Dr to the alley approximately 145 ft south of Trowbridge Dr. Said right-of-way shall be used for public parking and cannot be used to satisfy the off-street parking required by City Ordinance for the adjacent properties. Said right-of way is not designated for the exclusive use of any person, entity, or adjacent property owner. This resolution does not grant any property rights to any person, entity, or adjacent property owner to said right of way or parking spaces.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

ATTEST:

Oscar Leaser, Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Evy A. Sotelo, Assistant City
Attorney

APPROVED AS TO CONTENT:

Jiann-Shing Yang, P.E.
City Traffic Engineer

XXX | XXXX

Offset Angle Parking 145 ft east side of 1400 block
of N Boone St from Trowbridge Dr to alley



Offset Angle Parking Resolution – Trowbridge Improvement Project

In compliance with Title 12.44.050 (Angle parking – Offset parking)

District 2

July 06, 2022

Strategic Plan Goal

7 – Enhance and Sustain El Paso’s Infrastructure Network

7.3 Enhance regional comprehensive transportation system

City Council History

No previous council action



Resolution Scope/Background

Add Offset Angle Parking on N Boone St.

Section 12.44.050 – Angle parking – Offset parking on the El Paso Municipal Code

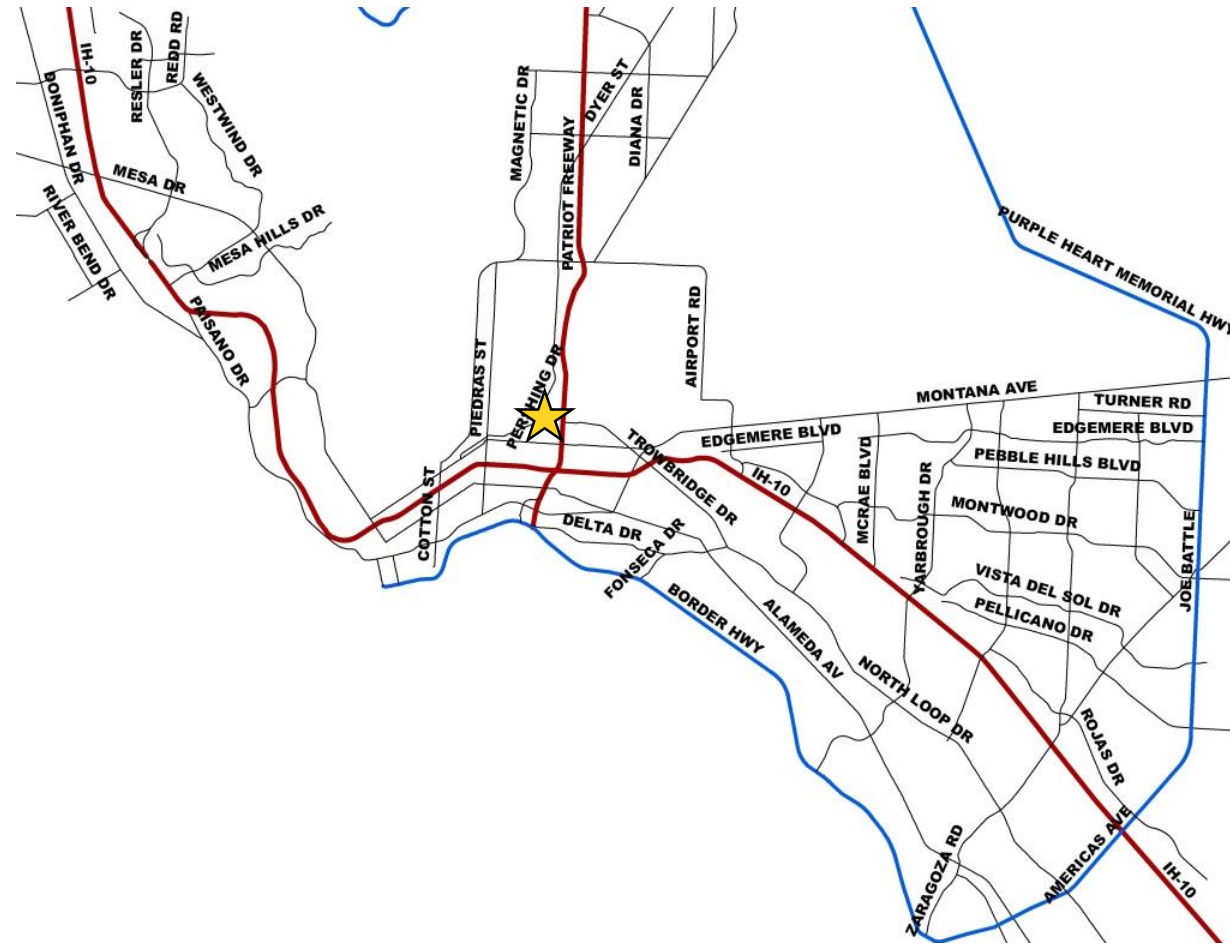
Does not
carry more
than 4,000
vehicles per
day

Nor more
than 500
vehicles per
hour

Provides
adequate
provisions for
the free &
unobstructed
passage of
ped traffic

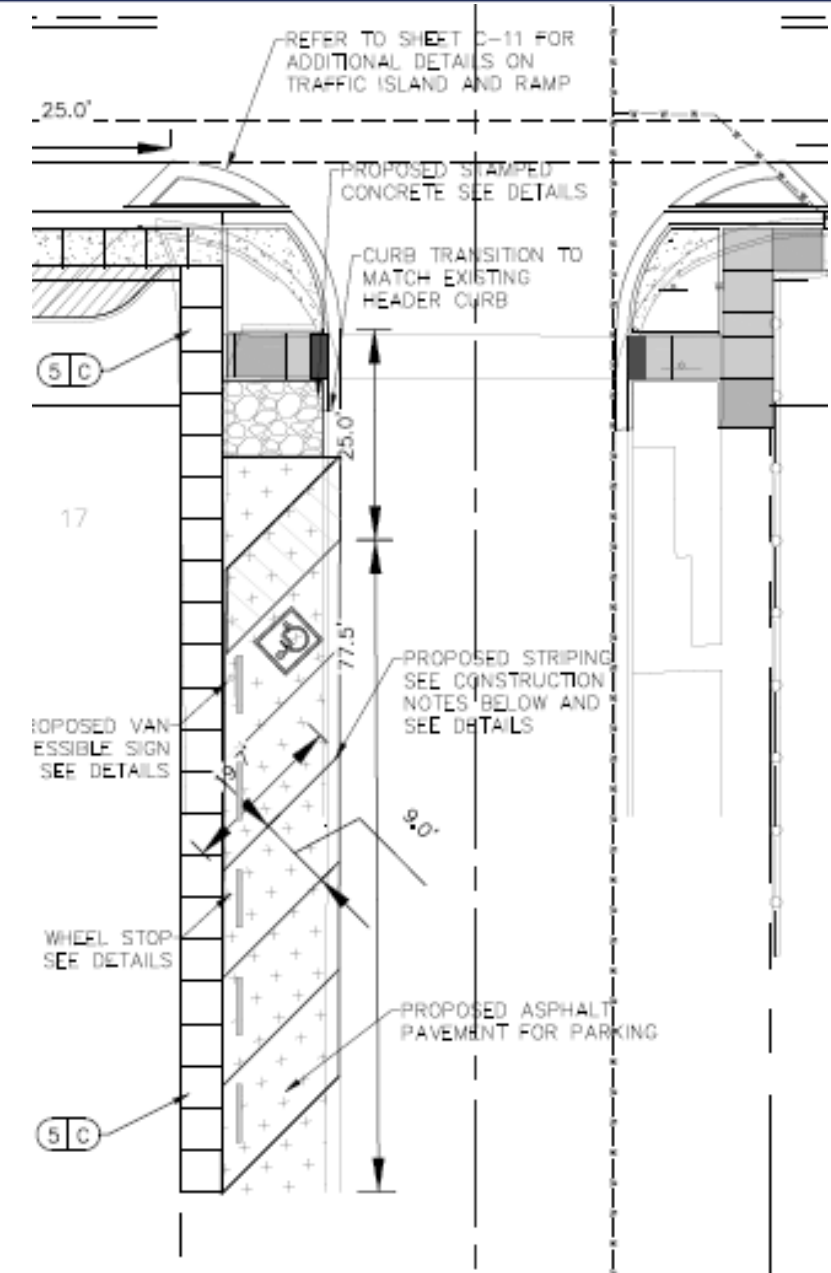


Location Map



Title 12.44.050 Resolution

- Part of CID Trowbridge Improvements Project
- Total 5 Parking Spaces
 - Including 1 Handicap Space
- Pedestrian Enhancements
 - ADA accessibility



Requested Council Action

Approve resolution in compliance with Title 12, Chapter 12.44 (Stopping, Standing and Parking Generally), Section 12.44.050 (Angle parking – Offset parking), to designate Five (5) offset angle parking spaces on the east side of N Boone St from Trowbridge Ave to the alley approximately 145 ft. south of Trowbridge Ave., the penalty being as provided in Section 12.84.010 of the El Paso City Code.

Staff recommends approval.



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



Offset Angle Parking Resolution – Trowbridge Improvement Project

In compliance with Title 12.44.050 (Angle parking – Offset parking)

District 2

July 06, 2022

Strategic Plan Goal

7 – Enhance and Sustain El Paso’s Infrastructure Network

7.3 Enhance regional comprehensive transportation system

City Council History

No previous council action



Resolution Scope/Background

Add Offset Angle Parking on N Boone St.

Section 12.44.050 – Angle parking – Offset parking on the El Paso Municipal Code

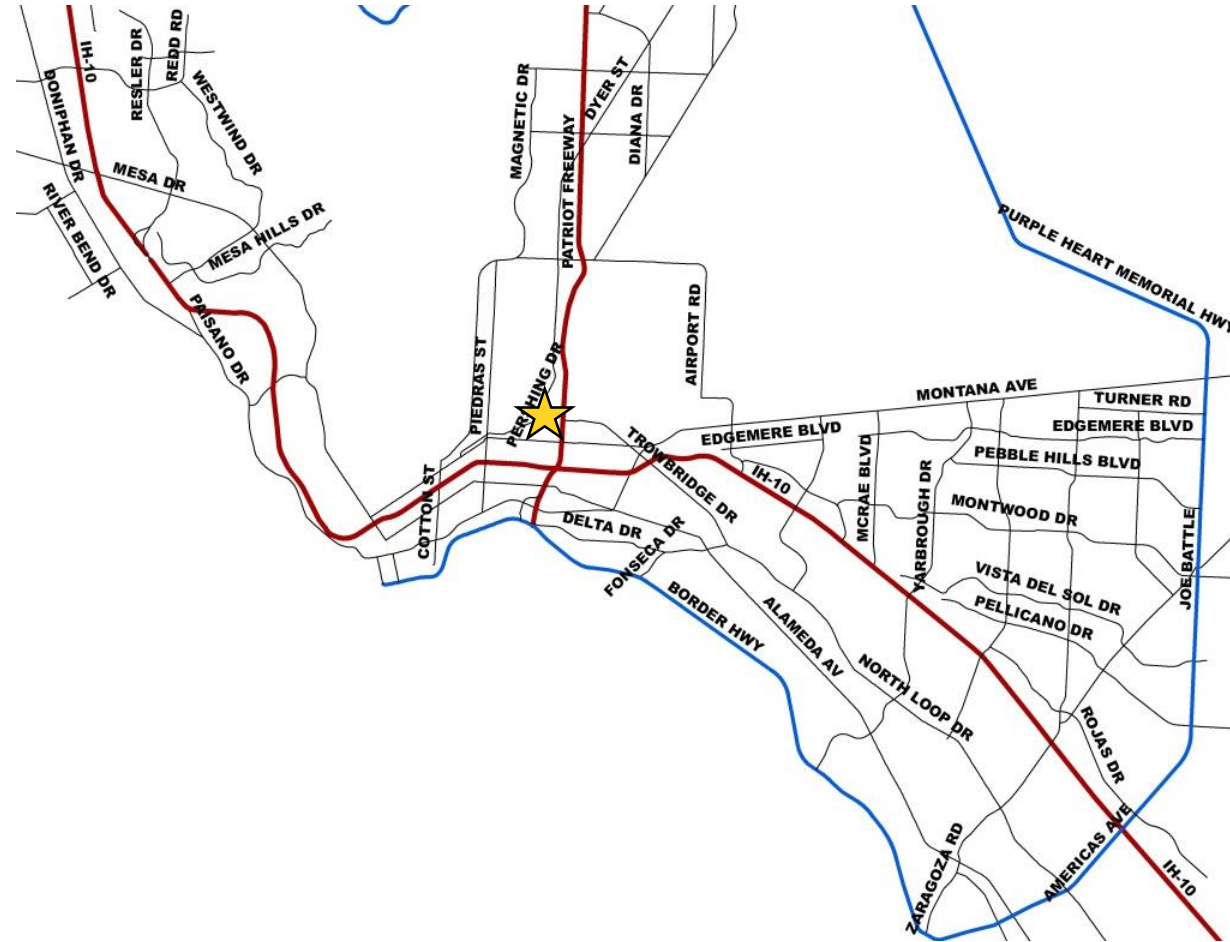
Does not
carry more
than 4,000
vehicles per
day

Nor more
than 500
vehicles per
hour

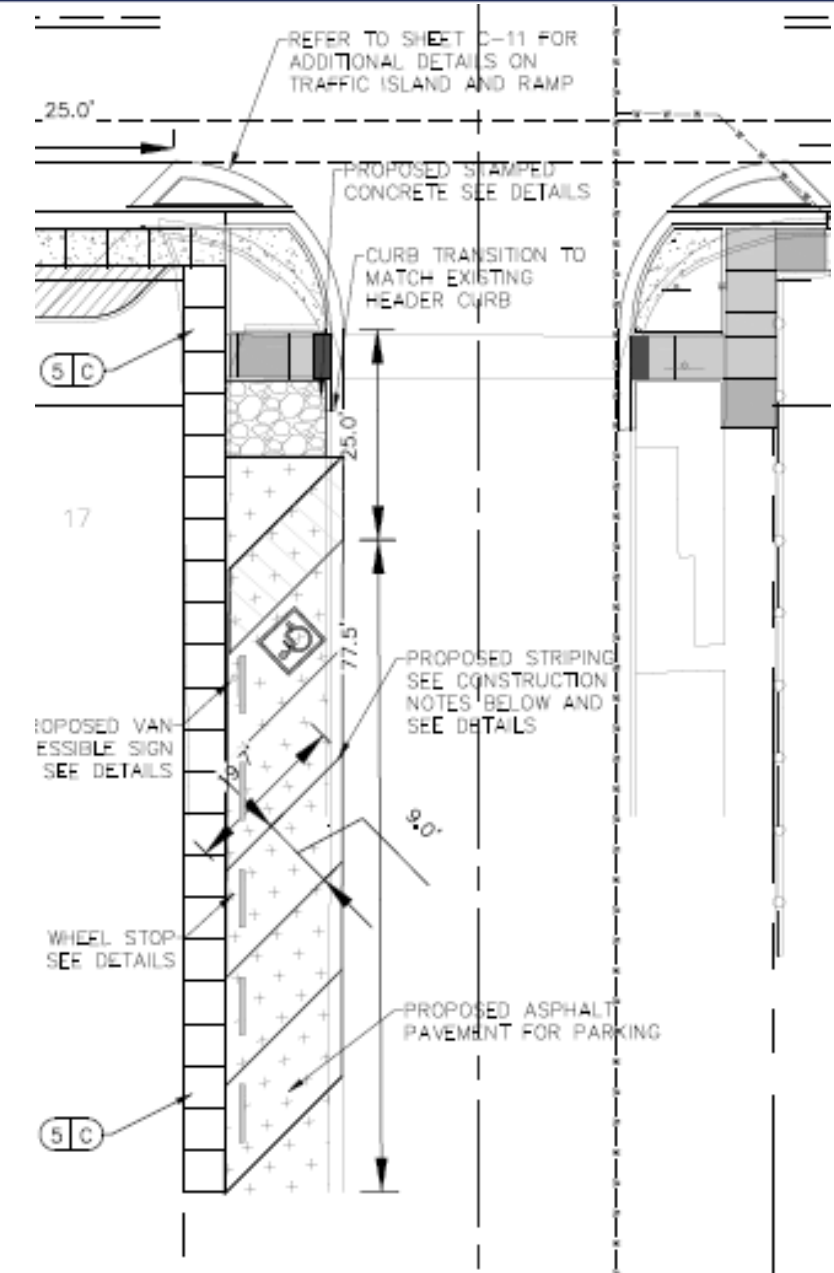
Provides
adequate
provisions for
the free &
unobstructed
passage of
ped traffic



Location Map



- Part of CID Trowbridge Improvements Project
- Total 5 Parking Spaces
 - Including 1 Handicap Space
- Pedestrian Enhancements
 - ADA accessibility



Requested Council Action

Approve resolution in compliance with Title 12, Chapter 12.44 (Stopping, Standing and Parking Generally), Section 12.44.050 (Angle parking – Offset parking), to designate Five (5) offset angle parking spaces on the east side of N Boone St from Trowbridge Ave to the alley approximately 145 ft. south of Trowbridge Ave., the penalty being as provided in Section 12.84.010 of the El Paso City Code.

Staff recommends approval.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-831, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Phillip T. Laign to the City Accessibility Advisory Committee by Representative Claudia L. Rodriguez, District 6.

PHILLIP THOMAS LAIGN,

Service Objective

To help people with disabilities to achieve the American Dream through work and a meaningful quality of life. .

Education

Teacher Certification, 1991 | University of Texas El Paso

3.75 Teacher preparation program with a focus on special education

BS, Theology, 1987 | Ambassador University-Pasadena California

3.648 Ministerial preparation program with a minor in Business Management

Experience

The Arc of El Paso

President | 1/2020 to present

Led the board through Strategic Planning Process and procurement of donated space for the Social Drop-in Center.

Vice President | 3/2018 to 12/2019

Contributed to discussions and decision making for the board. Authored successful grant to secure funding for strategic plan.

Blue Sky El Paso

Director | 1/2018 to present

Facilitate and provide employment services to customers referred by Texas Workforce Solutions Vocational Rehabilitation Services.

Socorro Independent School District Special Education Department

Transition Services | 7/2003 to 12/2017

Facilitate transition planning for district students, maintain relationships with external agency partners, monitor compliance on State Performance Plan Indicator 13.

Americas High School

Special Education Teacher | 7/1999 to 7/2003

Provide classroom instruction to students with intellectual and developmental disabilities who received special education services.

Salvador H. Sanchez Middle School

Special Education Teacher | 8/1990 to 7/1999

Provide classroom instruction to students with learning disabilities who received special education services.

Awards and Accomplishments

Special Education Teacher of the Year/Texas Council of Administrators for Special Education

January 2008. For outstanding performance as a special education teacher in Texas.

Presentations and Non-Profit Board of Director Service

2020 to present-President The Arc of El Paso

2019 to 2020-Treasurer Texas DCDT

2018 to 2019-Vice President The Arc of El Paso

2017 Presentation Texas Transition Conference-Houston

2015 Presentation Texas Transition Conference-Dallas

2015 Past President-Texas Division on Career Development and Transition

2014 President-Texas Division on Career Development and Transition

2013 President Elect-Texas Division on Career Development and Transition

2012 Vice- President-Texas Division on Career Development and Transition

2012-2014 Presentation Texas Transition Conference-Austin

2010 Presentation Texas Transition Conference-Houston

2010 Presentation Texas Council Administrators Special Education Mid-Winter Conference-Fort Worth

2008 Presentation Texas Transition Conference-Austin



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-880, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Martha E. Piekarski to the Tax Advisory Committee by Mayor Oscar Leeser.



Board Appointment Form

Submitted On: Jun 23, 2022, 04:02PM MDT

City Clerk

Appointing Office	Mayor
Type of Agenda	Consent
Date of Council Meeting	Wednesday, July 6, 2022
Agenda Posting Language	Appointment of Martha E. Piekarski to the Tax Advisory Committee.
Name of Board/Committee/Commission	Tax Advisory Committee
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Mayor Oscar Leeser
Nominee Name	Martha E. Piekarski
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	
Who was the last person to have held the position before it became vacant?	VACANT
Incumbent Expiration Date	February 09, 2020
Reason person is no longer in office	Term Expired
Date of Appointment	July 06, 2022
Term begins on	February 09, 2020
Expiration Date of New Appointee	February 09, 2024
Term	1st Term
Upload File(s)	Resume - Martha E. Piekarski.pdf

Martha E. Piekarski, CPA/CFE,

Education: ***Certified Public Accountant*** *State of Texas*
 Passed exam in first sitting *February 1986*
 Certified Financial Forensics *AICPA, March 2009*
 Chartered Global Management Accountant *AICPA, July 2013*

 University of Texas *Austin, Texas*
 Bachelor of Business Administration *December 1983*
 Major in Accounting

Objective: *Position as an upper level system management leader establishing strategic direction, innovation, development and delivery of effective fiscal management in support and achievement of organizational goals and objectives.*

Achievements: ***COE for CAFR from ASBO and GFOA for Canutillo ISD – 2016, 2017, 2018, 2019***
 Balanced budget while maintaining A+ rating for student learning
 Improved Bond Rating Outlook from negative to stable
 Built Undesignated Fund Balance up to targeted 90-day level
 Texas Comptroller Leadership Circle 2010 - 2013 for transparency on EPISD website
 Superior Achievement, Financial Integrity Reporting System of Texas (FIRST) - 2002 thru 2016 for fiscal management
 Registered School Business Administrator (RSBA) - Association of School Business Officials International - 2014
 Registered Texas School Business Administrator (RTSBA) & Leadership Academy graduate -Texas Association of School Business Officials – since 2008
 Implemented TEAMS ERP system at EPISD
 El Paso Independent School District Leadership certificate

Business Experience/Special Skills:

Canutillo Independent School District *El Paso, TX*
Chief Financial Officer *October 2014 – present*
• *Newly created position to co-ordinate District efforts and create long-term plans: Finance, Technology, Facilities, Transportation, Maintenance, Warehouse, Security, Child Nutrition, Library Services, Textbooks, PEIMS and Testing*

Texas Tech University Health Science Center *El Paso, TX*
Senior Director, Accounting Services *Jan 2014 to Oct 2014*
• *Establish Accounting department from the ground up to serve the El Paso campus*

El Paso Independent School District *El Paso, TX*
Executive Director, Financial Services *Apr 2003 to Jan 2014*
• *Instruct staff on improving internal controls, documenting policies & procedures, & streamlining workflows through process management*
• *Interpret and apply U.S. Office of Management & Budget (OMB) Circulars, Texas*

- Education Agency (TEA) regulations and EPISD policies and procedures
- Coordinate the annual external audit governed by the Government Auditing Standards issued by the U.S. Comptroller General and related reporting including Management's Discussion and Analysis (MD&A) and footnote disclosures
- Serve as District spokesperson at public meetings to disseminate operational results and answer questions
- Certified as District Investment Officer
- Evaluate and implement new software system for student and business applications, assess new workflows, create policies, motivate and train employees

Risk Manager/ Internal Auditor Apr 2002 to Mar 2003

- Assisted in development and or improvement of District's Audit and Risk Management Program
- Tested the reliability and integrity of financial and operational information thru the use of statistical analysis and random sampling
- Verified the effectiveness of internal control systems
- Evaluated the economy and or efficiency with which resources are employed and recommended improvements

General Mills - Pillsbury

Financial Operations Manager

Assistant Controller

Anthony, TX

Jul 2001 to Apr 2002

Dec 1999 to Jul 2001

- Prepared monthly Financial Reports
- Allocated overhead and maintained departmental budgets
- Reviewed Capital Expenditure requests & Fixed Asset System
- Conducted plant safety and GMP inspections

Security Capital - Archstone Communities Trust

External Reporting Associate

El Paso, TX

Jul 1999 to Dec 1999

- Prepared Debt Covenants for lenders
- Verified information for Press Releases & Analyst Calls
- Filed Securities Exchange Commission (SEC) 10-Q and 10-K's
- Special projects: ad hoc management reports, annual budget questionnaires

Commercial Financial Services, Inc.

Senior Accountant

Tulsa, OK

Feb 1995 to Jun 1999

- Consolidated financial statements for CFS and affiliated companies
- Analyzed monthly General Ledger account activity & intercompany accounts
- Filed Property Tax, Franchise Tax, and Unclaimed Property returns
- Special projects: computer conversions, pro forma financials, investment tracking, variance analysis, chart of account & cost center design

M.T. Donahoe & Associates, Inc.

Controller

Laurel, MD

Jun 1990 to Oct 1994

- Accounted for Life & Health and Property & Casualty divisions
- Prepared Financial Statements and General Ledger

Organizations:

- American Institute of Certified Public Accountants (AICPA)
- Texas Society of CPAs (TSCPA), State Director- El Paso Chapter
- Texas Association of School Business Officials (TASBO)
- Association of School Business Officials (ASBO)
- Association of Governmental Accountants (AGA) – President-elect
- ACCION por Vida – Board of Directors, Treasurer
- IRS Volunteer Income Tax Assistance (VITA) – instructor 2014



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-882, Version: 2

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Rondriques A. Jackson to the Veteran Affairs Advisory Committee by Representative Alexsandra Annello, District 2.



Board Appointment Form

Submitted On: Jun 28, 2022, 11:08AM MDT

City Clerk

Appointing Office	Representative District 2
Type of Agenda	Consent
Date of Council Meeting	Wednesday, July 6, 2022
Agenda Posting Language	Appointment of Rondriques A. Jackson to the Veteran Affairs Advisory Committee by City Representative Alessandra Annello.
Name of Board/Committee/Commission	Veterans Affairs Advisory Committee
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Representative Alessandra Annello
Nominee Name	Rondriques A. Jackson
Nominee Email Address	
Nominee Mailing Address	
Zip Code	
Nominee Primary Phone Number	
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	NO
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	Hope Jackson
Incumbent Expiration Date	July 20, 2023
Reason person is no longer in office	Resigned
Date of Appointment	July 06, 2022
Term begins on	July 20, 2019
Expiration Date of New Appointee	July 20, 2023
Term	Unexpired Term
Upload File(s)	Rondriques A. Jackson VAAC Resume.docx

Rondriques A. Jackson

SUMMARY OF QUALIFICATIONS

Results-driven Director of Business Development as an essential member of the senior management staff responsible for directing the development and continuous refinement of the facility's strategic business plan. Retired from the U.S. Army after serving for over **22 years** in the highest enlisted rank. Consulting with the Chief Executive Officer and other senior management staff this position designs, develops, implements and directs the business development strategic goals, philosophy, policies, procedures, and systems for the Business Development Department and the facility. Additionally, manages a team of Business Reps (Community Liaisons) that troubleshoot and support the patient referral pipeline.

PROFESSIONAL EXPERIENCE

EL PASO BEHAVIORAL HEALTH SYSTEM, El Paso, TX

Director of Business Development and National Military Marketing Liaison, September 2021 – Present

- Develop and educate direct Military and VA referral relationships in designated regional area markets.
- Consults with all levels of internal, external facility functional staff on the establishment of goals and product development.
- Directs and coordinates all media and public relations functions
- Develop and implement strategic military and VA referral account management plans that support the facility clinical resources, resulting in admissions to the facilities programs.
- Travel to assigned military installations to educate referrals sources about Military Resiliency and VA programs, the clinical criteria, programming, data, and administration & admission process to generate desired utilization/admissions to the facility's continuum of care
- Develop & participate in educational forums in relation to the military/VA internally and externally
- Participate in outreach military/VA educational organizations within designated areas to include installations in services, CEU's, special events, physician visits, etc.

U.S. ARMY, El Paso, TX

Manager of Operations, June 2020 – September 2021

- Tracked and scheduled training requirements for 36 Sergeants Major Course facilitators and over 1300 students throughout 5 departments. Created a digital operation center to provide timely and accurate information.
- Unparalleled ability to multitask and achieve outstanding results; reduced the organization's 2-year backlog by 50% in less than 3 months.
- Developed work breakdown structure (WBS) that increased organizational productivity and performance by 40%.
- Increased organizational accuracy and streamlined timelines by over 90% by developing and implementing an internal tracking system for recurring reports.
- Maintained and kept a secure confidential logistics area. Received, stored and issued supplies and equipment to customers. Managed a logistical hand receipt valued at a \$1,000,000 of equipment and administrative assets.

U.S. ARMY, Fort Polk, LA

Operations Sergeant Major Observer, Coach, Trainer, July 2017 – July 2019

- Managed 31 team leaders, 7 staff officers and the hand receipt valued \$210,000 worth of equipment.
- Coordinated and planned day-to-day operations and logistical support. Prepared and reviewed serious incident reports, situation reports, operational briefs, and other required reports for accuracy and precision.
- Provided expertise and support to staff during the development of projects, plans, and orders, to include the development of goals and performance measures. Facilitated smooth information exchange between the Operations Officer and Higher Headquarters
- Developed a and facilitated comprehensive skills evaluation for all Observer, Coach, Trainers (OC/Ts), testing advanced job knowledge to provide world-class training to rotational organizations which led to 100% certification of critical tasks.

U.S. ARMY, Fort Bragg, NC

Operations NCO, February 2017 – July 2017

- Supervised a 20-person team, providing individual coaching and mentorship to foster professional development with overall planning and execution for an organization of nearly 500 Soldiers.
- Meticulously balanced the demands of two higher headquarters during Intensive Training Cycle (ITC); exceeded all operational requirements.
- Planned, resourced and synchronized over 350 battalion taskings and overseeing regular maintenance equipment valued at more than \$5 million.
- Provided analytical advice and support to the staff during the development of projects, plans, and orders, to include the development of goals and performance measures.

U.S. ARMY, Fort Bragg, NC

First Sergeant, July 2014 – February 2017

- Oversaw for the professional development, health, and welfare of 247 soldiers; managed the work force of the organization to project gains and losses of key & critical personnel in order to meet the commander's objectives.
- Established 23 training programs to ensure the organization sustained the highest rate of combat readiness that accomplishes the organization's mission of no-notice worldwide rapid deployments within 18 hours of notification.
- Aided in planning, coordinating, and supervising all logistical and human resource activities that supported the organization.
- Implemented a supply discipline program to ensure the organization adopted a mentality of stewards of governmental funds. Oversaw the supply accountability and organizational maintenance of equipment valued in excess of \$52 million dollars.

U.S. ARMY, Fort Bragg, NC

Platoon Sergeant, July 2013 – July 2014

- Supervised and conducted training and development of 43 soldiers which resulted in achieving 100% pass rate section and platoon certification.
- Conducted site selection for weapon emplacement and lays cannons for fire direction. Resulted in firing over 3000 artillery projectiles safely and accurately.
- Planned and completed a project for the first Precision Guided Kit (PGK) Shoot on Fort Bragg Army installation, which resulted in integrating ground-breaking precision munitions into the 82nd Airborne Division.
- Upheld accountability of equipment worth over \$6,500,000 dollars. Supervised ammunition transportation and movement of the 155mm M777A2 howitzers and prepares daily, weekly, quarterly and annual technical reports.

U.S. ARMY, Fort Bragg, NC

Field Artillery Master Gunner of the Army, July 2011 – July 2013

- Senior advisor to the Chief of the Field Artillery, the Field Artillery Commandant, Director of Training and Doctrine (DOTD), and the Field Artillery Command Sergeant Major on all matters affecting the entire Field Artillery Career Management Field (CMF), which impact over 48,000 Field Artillery soldiers in the U.S. Army.
- Built a new method of laying a cannon for direction called the Dual DAGR Laying Method, which accomplished a place in Field Artillery current doctrine (ATP 3-09.02, Field Artillery Survey, Appendix D).
- Trained and certified 240 Field Artillery Master Gunners, which played a key role in the Army's transformation to a lighter, faster, more lethal force.
- Provided expert training and leadership guidance to members of Materiel Test Directorate Manned Tactical Systems Branch on the M109A6 howitzer, which allowed the United States continue use the Excalibur Program.

EDUCATION

Booker T. Washington Comprehensive High School, Atlanta, GA, 30310

- High School Diploma

Sergeants Major Academy Class 70, Fort Bliss, TX 79918

- Leadership and Workforce Development

Defense Acquisition University, Fort Belvoir, VA, 22060

- Acquisition Management Technical Certificate

Project Management Institute, Online

- Certified Associate in Project Management (CAPM)

United States Army, Worldwide

- Senior- level Leadership Development Course (197 Hours)
- Advance Leadership and Management Development Course (274 Hour)
- Basic Leadership Development Course (390 Hours)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-888, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Lisa Turner to the Women's Rights Commission by Mayor Oscar Leeser.



Board Appointment Form

Submitted On: Jun 29, 2022, 11:48AM MDT

City Clerk

Appointing Office	Mayor
Type of Agenda	Consent
Date of Council Meeting	Wednesday, July 6, 2022
Agenda Posting Language	Appointment of Lisa Turner to the Women's Rights Commission.
Name of Board/Committee/Commission	Women's Rights Commission
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Mayor Oscar Leeser
Nominee Name	Lisa Turner
Nominee Email Address	[REDACTED]
Nominee Mailing Address	[REDACTED]
Zip Code	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
Does the proposed appointee have a relative working for the city?	NO
Has appointee been a member of other city boards / commissions / committees?	YES
If so, please provide names and dates.	Public Utility Regulation Board, PSB Selection Committee, City Charter Commission, and City Manager Selection Committee
List all real estate owned by appointee in El Paso County (by address, if none, enter 'N/A')	N/A
Who was the last person to have held the position before it became vacant?	new board
Incumbent Expiration Date	
Reason person is no longer in office	Term Expired
Date of Appointment	July 06, 2022
Term begins on	September 01, 2022
Expiration Date of New Appointee	August 31, 2024
Term	1st Term
Upload File(s)	Resume - Lisa Turner.docx

LISA TURNER

[REDACTED]

[REDACTED]

[REDACTED]

Objective:

Women's Rights Commission

Experience:

U.S. Army Air Defense Radar Repair
Instructor Digital Theory and Troubleshooting Techniques
R&D New Weapon Systems
Heavy Equipment Mechanic
Government Watchdog and Activist

Employment:

Retired/Disabled Veteran

Functional Summary:

Past City Boards:
Ad Hoc Charter Advisory Committee
Public Utility Regulation Board
PSB Selection Committee
City Charter Commission (City Manager form of government)
City Manager Selection Committee (present City Manager)



Legislation Text

File #: 22-856, 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

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

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

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:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Stiles General Contractors LLC referencing Contract 2021-0635 Grounds Maintenance Mowing - Parks. This will be a change order to increase the award by \$156,518.40 for a total amount not to exceed \$1,680,902.40. This change order will cover expenses for the remainder of the contract expiring on May 11, 2024.

Department:	Streets and Maintenance
Award to:	Stiles General Contractors LLC
	El Paso, TX
Total Estimated Amount:	\$156,518.40
Account No.:	532 - 2305 - 522210 - 32120 - P3215
Funding Source:	Environmental Fee Fund
District(s):	All

This is a Best Value, unit price contract.

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

AGENDA DATE: July 6, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Director of Streets and Maintenance Department, (915) 212-7000
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Stiles General Contractors LLC referencing Contract 2021-0635 Grounds Maintenance Mowing - Parks. This will be a change order to increase the award by \$156,518.40 for a total amount not to exceed \$1,680,902.40. This change order will cover expenses for the remainder of the initial term.

BACKGROUND / DISCUSSION:

This contract will allow for grounds maintenance mowing services for City parks.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On March 16, 2021, City Council approved the award of contract 2021-0635 to Stiles General Contractors LLC for a three (3) year term and two (2) year-option to extend the contract for at total amount of \$2,540,640.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$156,518.40

Funding Source: Environmental Fee Fund

Account: 451 – 2305 – 522210 – 51295 – P5120

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Richard J. Bristol, Director of Streets and Maintenance Department

**PROJECT FORM
(Change Order)**

Please place the following item on the **CONSENT** agenda for the Council Meeting of **July 6, 2022**.

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

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

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Stiles General Contractors LLC referencing Contract 2021-0635 Grounds Maintenance Mowing - Parks. This will be a change order to increase the award by \$156,518.40 for a total amount not to exceed \$1,680,902.40. This change order will cover expenses for the remainder of the contract expiring on May 11, 2024.

Department:	Streets and Maintenance
Award to:	Stiles General Contractors LLC El Paso, TX
Total Estimated Amount:	\$156,518.40
Account No.:	532 – 2305 – 522210 – 32120 – P3215
Funding Source:	Environmental Fee Fund
District(s):	All



2021-0635 Grounds Maintenance – Parks Mowing Change Order

Richard Bristol, Director, Streets and Maintenance

July 6, 2022





Strategic Plan Goal:

3: Promote the Visual Image of El Paso

3.1 Improve the visual impression of the community



Purpose of Procurement / Change Order

- This change order is being requested to add capacity to the contract as a result of incurring additional costs resulting from a price increase that impacted all line items on the contract. The price increase is due to increasing fuel, material and labor costs and overall market conditions.
- The contract is with Stiles General Contractors and provides mowing services for City Parks.
- The mowing of grass is necessary so that City Parks are kept clean, neat, uniform and most importantly safe for citizens to enjoy recreationally.
- Service is seasonal and occurs mostly in the warmer months, March through October



2021-0635 Grounds Maintenance – Parks Mowing Change Order

Contractor	Stiles General Contractors
Estimated Award	Total Estimated Award: \$1,680,902.40 (3) year award - \$1,524,384.00 Change Order - \$156,518.40 (Remaining term of the contract)
Funding Source	Environmental Fee – Land Landscaping Maintenance and Repairs
Account No.	451-2305-532020-51295-P5120

Mission

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

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

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



Legislation Text

File #: 22-858, 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

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

Street and Maintenance, Richard J. Bristol, (915) 212-7000

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:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Gordon's Specialties, Inc. dba G.S.I. Highway Products referencing Contract 2021-0077 Guardrails and Wooden Posts. This will be a change order to increase the award by \$178,350.00 for a total amount not to exceed \$891,750.00. This change order will cover expenses for the remainder of the contract expiring on March 15, 2024.

Department:	Streets and Maintenance
Award to:	Gordon's Specialties, Inc. dba G.S.I. Highway Products Hutchins, TX
Total Estimated Amount:	\$178,350.00
Account No.:	532 - 1000 - 532030 - 32120 - P3210
Funding Source:	General Fund
District(s):	All

This is a low bid, unit price contract.

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

AGENDA DATE: July 6, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Director of Streets and Maintenance Department, (915) 212-7000
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Gordon's Specialties, Inc. dba G.S.I. Highway Products referencing Contract 2021-0077 Guardrails and Wooden Posts. This will be a change order to increase the award by \$178,350.00 for a total amount not to exceed \$891,750.00. This change order will cover expenses for the remainder of the contract expiring on March 15, 2024.

BACKGROUND / DISCUSSION:

This contract will allow for the purchase of guardrails and wooden posts for Streets and Maintenance Department.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On January 5, 2021, City Council approved the award of contract 2021-0077 to Gordon's Specialties, Inc. dba G.S.I. Highway Products for a three (3) year term for a total amount of \$713,400.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$178,350.00

Funding Source: General Fund

Account: 532 – 1000 – 532030 – 32120 – P3210

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing



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

DEPARTMENT HEAD:

Richard J. Bristol, Director of Streets and Maintenance Department

**PROJECT FORM
(Change Order)**

Please place the following item on the **CONSENT** agenda for the Council Meeting of **July 6, 2022**.

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

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

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Gordon's Specialties, Inc. dba G.S.I. Highway Products referencing Contract 2021-0077 Guardrails and Wooden Posts. This will be a change order to increase the award by \$178,350.00 for a total amount not to exceed \$891,750.00. This change order will cover expenses for the remainder of the contract expiring on March 15, 2024.

Department:	Streets and Maintenance
Award to:	Gordon's Specialties, Inc. dba G.S.I. Highway Products Hutchins, TX
Total Estimated Amount:	\$178,350.00
Account No.:	532 – 1000 – 532030 – 32120 – P3210
Funding Source:	General Fund
District(s):	All

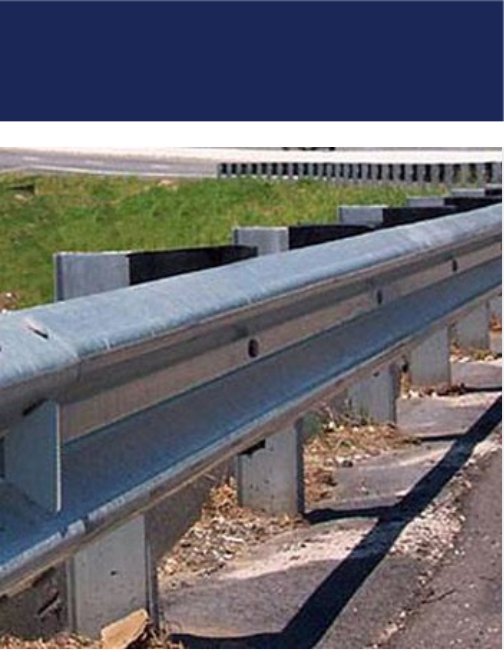
This is a low bid, unit price contract.



2021-0077 Guardrails and Wooden Posts Change Order

Richard Bristol, Director, Streets and Maintenance
July 6, 2022

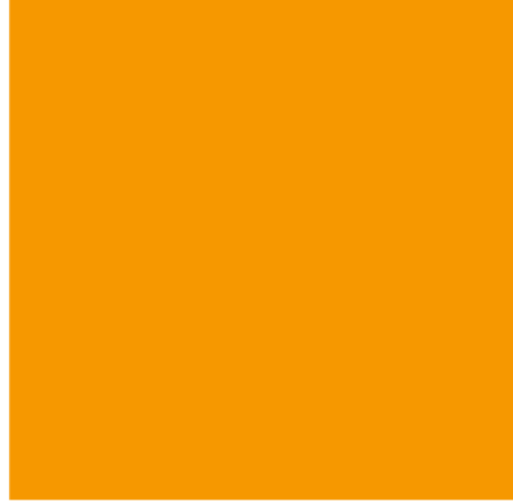




Strategic Plan Goal:

7: Enhance and Sustain El Paso's Infrastructure Network

7.2: Improve competitiveness through infrastructure improvements impacting the quality of life



Purpose of Procurement / Change Order

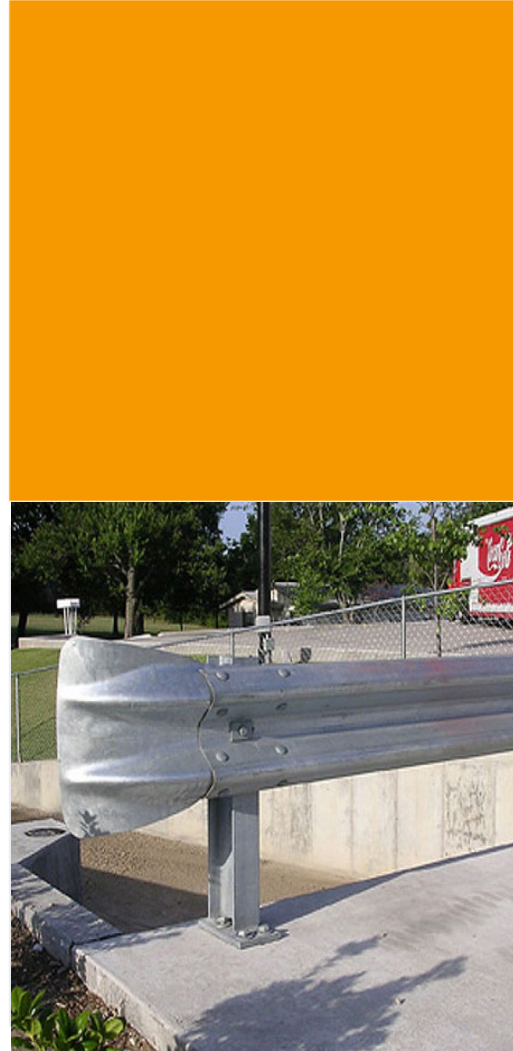
- This change order is being requested to add capacity to the contract as a result of incurring additional costs resulting from a price increase that impacted all line items on the contract. The price increase is due to increasing fuel, material and labor costs and overall market conditions.
- Purchase of Guardrails and Wooden Posts
- Allows for continual Citywide maintenance or replacement of damaged Guardrails and Wooden Posts
- Guardrails and Wooden Posts meet TXDoT specifications
- Guardrails form a safety barrier that helps protect motorists and property from collisions





2021-0077 – Guardrails and Wooden Posts Change Order

Contractor	Gordon Specialties Inc. dba GSI Highway Products
Estimated Award	Total Estimated Award \$891,750 (3) Year Award - \$713,400 Change Order - \$178,350 (For remaining term of the contract)
Funding Source	General Fund – Public Access Maintenance and Repairs
Account No.	532-32020-532030-1000-P3254





Mission

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



Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Vision

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



Legislation Text

File #: 22-830, 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 that the City Council of the City of El Paso recognizes and celebrates the month of July 2022 as Ivan Melendez Month in honor of El Paso Native and Texas Longhorn Ivan Melendez for being named the 35th recipient of the 2022 Dick Howser Trophy presented by The Game Headwear.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: Wednesday, July 6, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Henry Rivera, District 7- 915.212.0007

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBJECT:

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

Discussion and action on a Resolution that the City Council of the City of El Paso recognizes and celebrates the month of July 2022 as Ivan Melendez Month in honor of El Paso Native and Texas Longhorn Ivan Melendez for being named the 35th recipient of the 2022 Dick Howser Trophy presented by The Game Headwear.

BACKGROUND / DISCUSSION:

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

Texas first baseman Ivan Melendez, the Longhorns' all-time seasonal home run leader and Big 12 Conference Player of the Year, is the 35th recipient of the 2022 Dick Howser Trophy presented by The Game Headwear.

The 6-foot-3, 225-pound redshirt junior from El Paso Coronado High School, also is the fourth Longhorn to nab this national honor since 1992.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

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

RESOLUTION

WHEREAS, El Paso native Ivan Melendez, known as the “Hispanic Titanic,” is an American college baseball infielder for the Texas Longhorns; and

WHEREAS, Ivan Melendez played as the first team All-State third baseman as a senior at Coronado High School for head coach Juan Orozco and was named the 2017 district Offensive Most Valuable Player and the 2016 Newcomer of the Year; and

WHEREAS, Melendez spent his first two college seasons as a third baseman at NJCAA school, Odessa College, where during his freshman season, he played third base hitting .411 with 17 homers, 70 RBI and a slugging percentage of .896 and was named third-team Division I All-American by the NJCAA. Melendez's sophomore season was cut short due to COVID-19. However, during the shortened season, Melendez batted .354 with seven doubles, three triples and four homers; and

WHEREAS, in 2021, Melendez committed to UT Austin as a redshirt sophomore. During his first season as a Texas Longhorn, he hit .319 with 13 doubles, 3 triples, 13 home runs, and driving in 51 RBI's. Melendez is known for hitting the go-ahead home run against Mississippi State in the College World Series. He also earned 2021 First-Team All-Big 12 honors and All College World Series honors; and

WHEREAS, after being selected in the 16th round of the 2021 Major League Baseball draft by the Miami Marlins, Melendez chose to return to Texas for his junior year; and

WHEREAS, in 2022, Melendez returned to the Longhorns where he hit .387 with 96 hits, 94 RBI's, and 32 home runs. Furthermore, the 32 home runs hit by Melendez broke Kyle Russell's school record and Kris Bryant's national home run record since the BBCOR bats were introduced in 2011. Melendez won many conference and national awards in 2022. In the Big 12 Conference, Melendez won Big 12 Player of the Year and also won first team all-Big 12.

WHEREAS, on June 17, 2022, Ivan Melendez was named the 35th recipient of the 2022 Dick Howser Trophy as the outstanding player in college baseball; and

WHEREAS, the junior from El Paso, Texas, is the fourth Longhorn to win the Dick Howser Trophy; and

WHEREAS, Melendez also has been named national player of the year by Collegiate Baseball newspaper and Perfect Game, and is a consensus All-American.

WHEREAS, on June 24, 2022, Ivan Melendez was also named the 2022 Golden Spikes Award winner, making him the first Texas Longhorn to receive the award in program history.

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

1. THAT the City of El Paso commends El Pasoan Ivan Melendez for a successful 2022 season as a Texas Longhorn;

2. Recognizes the many achievements of Ivan Melendez throughout his years as a college baseball player;
3. Recognizes Ivan Melendez's family, friends and fans for their dedication and support; and
4. Celebrates the month of July 2022 as Ivan Melendez Month in honor of El Paso Native and Texas Longhorn Ivan Melendez for being named the 35th recipient of the 2022 Dick Howser Trophy presented by The Game Headwear and the first Texas Longhorn in program history to be named the 2022 Golden Spikes Winner.

PASSED AND APPROVED this _____ day of _____, 2022.

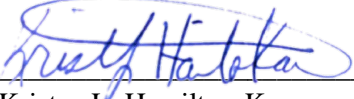
THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney



Legislation Text

File #: 22-876, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

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

Presentation and discussion on the Capital Improvement 3rd quarter update for active, programmed, and completed capital projects.

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

AGENDA DATE: July 6, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, P.E., City Engineer, 212-0065

DISTRICT(S) AFFECTED: ALL

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

7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

Presentation and discussion on the Capital Improvement 3rd quarter update for active, programmed, and completed capital projects.

BACKGROUND / DISCUSSION:

This presentation will provide an update on FY 2022 third quarter developments for active, programmed, and completed capital projects.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

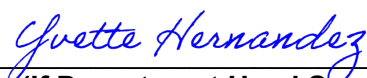
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES X NO

PRIMARY DEPARTMENT:

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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



CAPITAL IMPROVEMENT

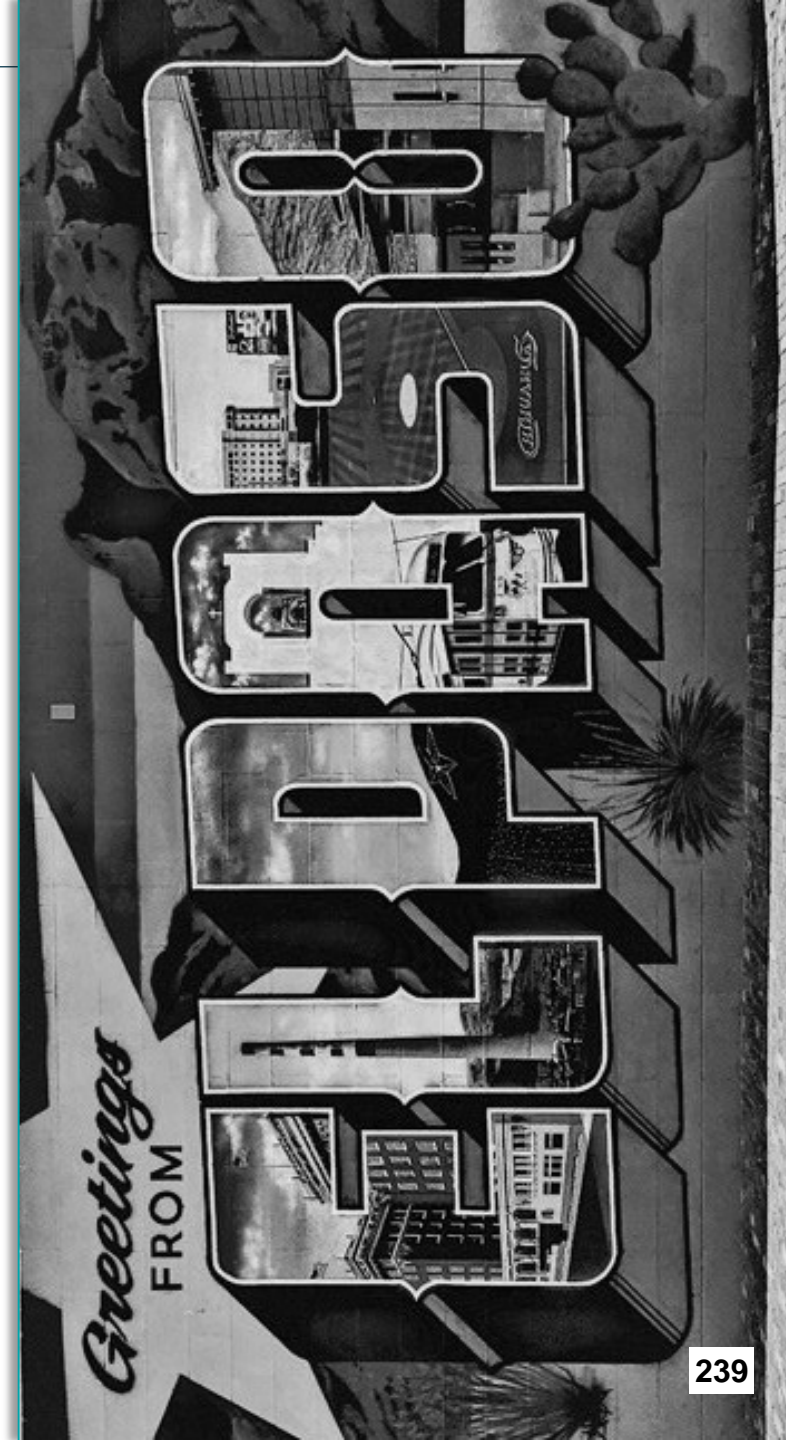
3RD QUARTER UPDATE



July 6, 2022

Table of Contents

- COVID Impacts
 - Staffing
 - External
 - Escalation and Material Supplies
 - Cost Impacts
- Recent Project Developments
- YTD Results
- Accomplishment Highlights



COVID IMPACTS

STAFFING

- Internal (CID & Other City Depts)
- Turnover
- Training

EXTERNAL

- Consultants (Timing & Quality)
- Construction (Timing, Quality Materials Delay)

INDUSTRY TRENDS

- ENR - Construction Escalation 10%-30%
- Materials
- Labor
- Material Delays
- Material Quality

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.

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

7: Enhance and Sustain El Paso's Infrastructure Network



Strategic Plan Alignment

25
BY 2025
VisionNEXT

25 BY 2025

30 BY 2030





Continuously Working on Improvements

CID Internal Control

1. Project Managers
2. Process
3. Vendors
4. Support Staff (Executive, Planning, Finance, Contract Compliance)

External Dependency

5. User Departments
6. Stakeholders / Utilities
7. Administration
8. Service Departments, Purchasing, OMB, External
9. Public

The Capital Improvement Department is improving and ensuring success on project delivery by continuously monitoring and re-defining the delivery method

3RD QUARTER PROJECT DEVELOPMENTS

MARCH 2022 - MAY 2022





MARCH – MAY 2022

Active Project Summary

Month	Aug 2021	Nov 2021	Feb 2022	May 2022
Pre-Design	18	7	12	11
Design	67	68	72	71
Bidding	73	69	63	54
Construction	65	63	67	67
Total Projects	223	207	214	203
Total Budget	\$725,063,769	\$707,842,487	\$743,132,440	\$711,198,145





RESULTS

FY 2021 and FY 2022 Results

Month	Requisitions FY 2018	Encumbrances FY 2019	Encumbrances FY 2020	Encumbrances FY 2021	Encumbrances FY 2022
Sept	\$3,186,617	\$68,064,366	\$20,765,016	\$6,568,941	\$26,785,764
Oct	\$3,094,991	\$14,458,133	\$3,146,935	\$11,140,217	\$30,447,265
Nov	\$2,832,933	\$8,262,616	\$11,067,694	\$5,961,716	\$1,669,720
Dec	\$5,609,964	\$25,683,261	\$12,369,637	\$8,176,083	\$19,101,672
Jan	\$8,364,980	\$14,735,505	\$4,391,195	\$2,384,497	\$45,737,470
Feb	\$17,503,364	\$11,386,922	\$4,826,105	\$7,482,248	\$11,076,935
Mar	\$5,466,882	\$15,115,994	\$21,931,251	\$14,166,842	\$8,624,868
Apr	\$36,770,541	\$21,053,374	\$3,692,313	\$1,300,338	\$15,338,661
May	\$13,082,647	\$6,600,051	\$23,557,910	\$22,153,195	\$808,500
Jun	\$6,482,320	\$7,270,073	\$6,166,374	\$5,086,123	
Jul	\$6,969,439	\$32,370,255	\$1,873,951	\$3,338,201	
Aug	\$1,774,159	\$19,046,767	\$2,085,784	\$2,776,014	
Total	\$111,138,836	\$244,047,286	\$115,874,163	\$90,534,416	\$159,590,856

Providing Direct Results

FY 2022 Expenditures

10

Month	Payments FY 18	Payments FY 19	Payments FY 20	Payments FY 21	Payments FY 22
Sept	\$976,695	\$1,925,125	\$695,012	\$304,145	\$560,937
Oct	\$5,289,143	\$9,946,391	\$12,182,726	\$7,996,298	\$5,996,623
Nov	\$6,391,379	\$9,935,002	\$10,784,726	\$11,442,450	\$6,438,010
Dec	\$5,684,431	\$7,842,382	\$16,004,098	\$18,074,638	\$11,135,695
Jan	\$7,161,059	\$8,919,061	\$8,599,746	\$10,471,816	\$6,351,447
Feb	\$4,474,605	\$11,021,848	\$14,522,941	\$6,084,163	\$9,357,716
Mar	\$6,488,690	\$12,475,230	\$13,113,492	\$7,688,802	\$10,508,710
Apr	\$6,863,628	\$13,310,325	\$12,189,450	\$5,203,279	\$10,534,679
May	\$9,852,617	\$11,773,314	\$13,578,561	\$6,930,274	\$9,688,258
Jun	\$4,358,656	\$10,834,140	\$10,114,010	\$9,086,521	
Jul	\$7,708,209	\$17,082,128	\$10,919,647	\$8,467,216	
Aug	\$15,152,852	\$23,840,764	\$14,663,960	\$20,144,675	
Total	\$80,401,874	\$138,905,710	\$137,368,370	\$111,894,276	\$70,572,075

\$539 Million
Spent FY 18 – FY 22

\$ 1 million
of construction
projects involves
roughly \$500,000
in labor costs

$$\begin{array}{r}
 \$500,000 \\
 \times \quad 70.6 \\
 \hline
 \$35,300,000
 \end{array}$$

Impacts for spending \$70.6
(Sep 2021 - May 2022)
Approximately \$35,300,000



SPENDING AND EMPLOYMENT

Spending Impact 2022 (to date)

• Direct	\$70.6 M
• Indirect & Induced	\$42.4 M
• Total	<u>\$113 M</u>

ONE-TIME PROJECT IMPACT

- Direct construction spending associated with CIP projects
- Direct, Indirect/Induced jobs
- More than **3,400** jobs supported by construction in FY 2022 (through Q2)

Employment Impact 2022 (to date)

• Direct (Total)	2,333
• Indirect & Induced	1,166
• Total Jobs	<u>3,499</u>

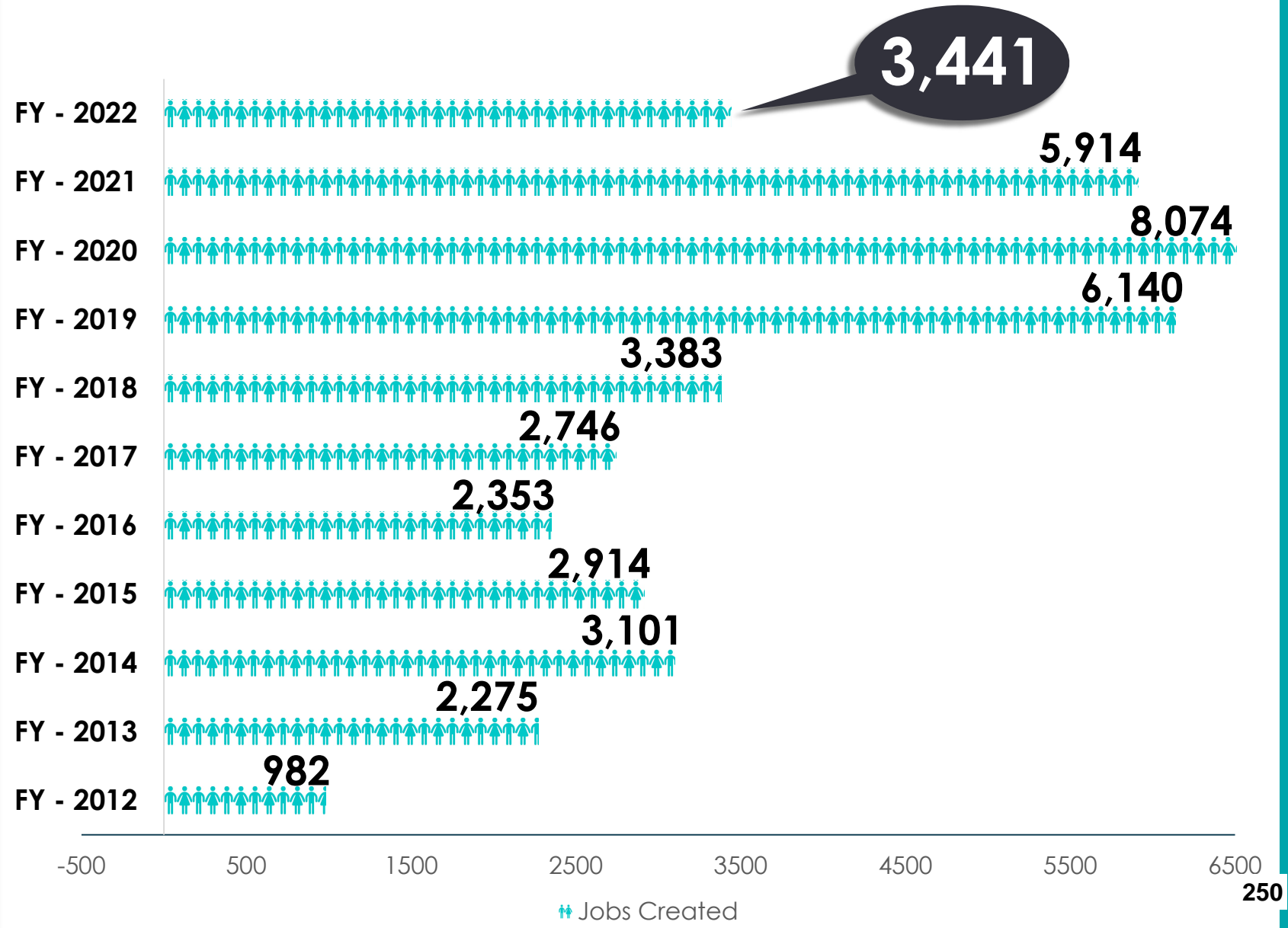
3

Capital Projects have generated approximately

41,323 JOBS

From September 2011 Through May 2022

JOBS SUPPORTED VIA CIP



Active Construction Contracts

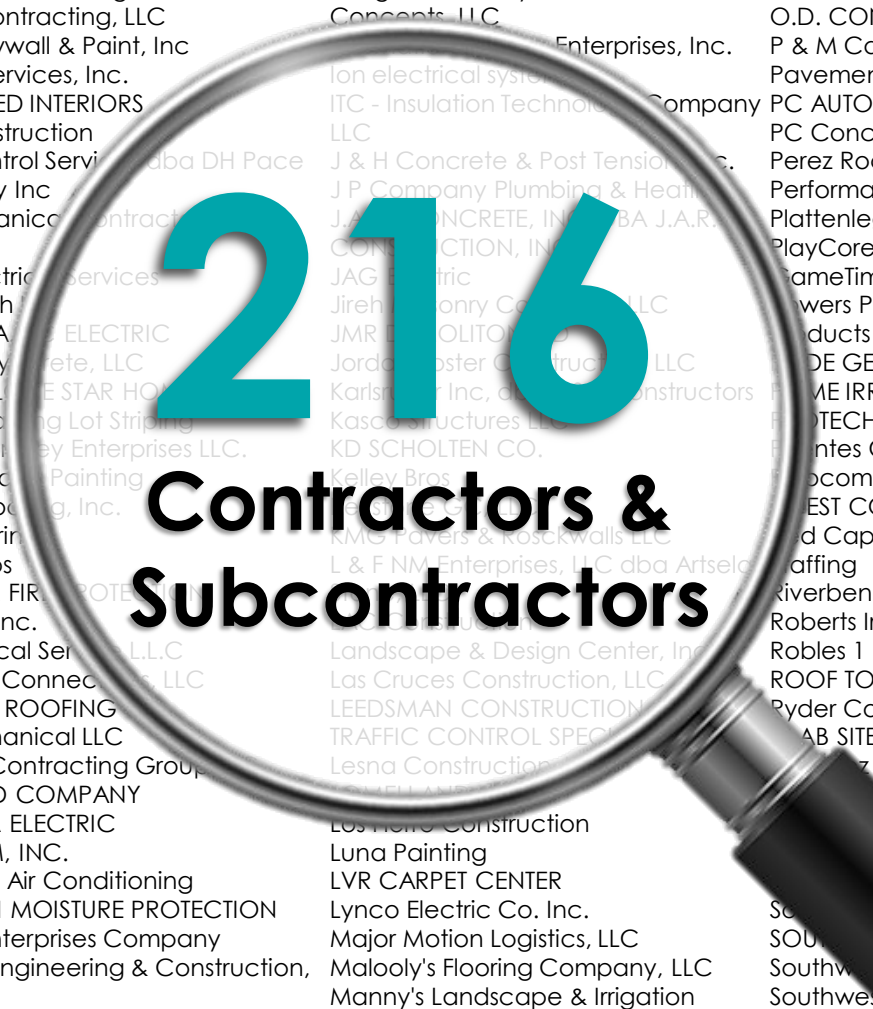
A BROTHERS
A&S Contractors, Inc
A.T.S.S., INC.
AB Powers, LLC
Abescape Landscaping, LLC
Accot Landscape Contractors Inc
ADCO Contractor Group
Advanced Security Contractors, Inc.
Air Moving Equipment Company
ALL TEMP INSULATION CO.
Allen Concrete, Inc.
Allied Paving Company of El Paso Inc
Alpha Asphalt and Parking Lot
Contractors LLC
Alpha Building Corporation
Americhoice Construction, LLC.
Andrade's Contractors, Inc.
APCO BUILDING SPECIALTIES, INC
AVANTI FLOOR CONTRACTOR, INC.
Aztec Contractors, Inc.
B & M Building Services
Baca Fence, LLC
Baker Glass Co. Inc.
Barraza Code Electric, Inc.
BB&G Project Management and
Construction
BELT CON CONSTRUCTION, INC.
Best Iron Works and Screens, Inc
Black Stallion Contractors, Inc
Black Top Brothers
Bomanite Artistic Concrete
BORDER DEMOLITION &
ENVIRONMENTAL, INC
BORDER DRILLING
Bowen Industrial Contractors, Inc.
Buildtech Automation Inc LLC
Burman Construction LLC
Burns & McDonald Inc.
C&E Industrial Services Inc.
CABALLERO ELECTRIC
Canyon Contracting Dirt & Paving,
Inc
Canyon Glass Co.
CASEWORK SOLUTIONS
Catraar Group, LLC
Century Laminating Ltd dba Century
Sign Builders
CGC Group, Inc.
Classic Millwork & Products, Inc.

Commercial Roofing Systems, Inc.
Complete Lawn Care
Con-Tex Construction, LLC.
Contractor's Barricade Service Inc
dba Apache Barricade & Sign
Contractors Tiles Plus, Inc.
CONTROL AND EQUIPMENT
Crane Services, Inc
Custom Equipment Fabricators (Flying
R, LLC)
Damcon, LP
DANTEK SYSTEMS
Del Mar Contracting, Inc.
Desert Contracting, LLC
Destin Drywall & Paint, Inc
Display Services, Inc.
DIVERSIFIED INTERIORS
DLC Construction
Door Control Services dba DH Pace
Company Inc
DS Mechanical Contractors
DUSTROL
E.N.E Electric Services
ecoReach
EL PASO AREA ELECTRIC
EL Paso Gyrate, LLC
EL PASO LIGHT STAR HO
El Paso Parking Lot Stripping
El Paso Turf Enterprises LLC.
Emilio Rigdon Painting
Empire Roofing, Inc.
EPIC Flooring
Epoxy Pros
ESSENTIAL FIRE PROTE
Exerplay Inc.
FA Electrical Services LLC
Freedom Connections, LLC
FRONTIER ROOFING
FTH Mechanical LLC
Fulcrum Contracting Group
FUNK AND COMPANY
GAMBOA ELECTRIC
GARCOM, INC.
Gateway Air Conditioning
GORMAN MOISTURE PROTECTION
Goytia Enterprises Company
Gracen Engineering & Construction,
Inc.
Grass Masters, LLC

Groundbreakers LLC
HARDY HOLE DRILLING
Harrington Construction dba HB
Construction
HB Welding & Fabricating
HDW Construction & Drilling, LLC
Henry Trujillo, Inc.
Hernandez Concrete Pumping, Inc.
Horizone Construction, I LTD
HPO Construction LLC
HRT Roofing
Integrated Earthworks Solutions, Inc.
Integrated Fire Systems and
Concepts, LLC
Interprises, Inc.
Ion electrical systems
ITC - Insulation Technology Company
LLC
J & H Concrete & Post Tensioning, Inc.
J P Company Plumbing & Heating
J.A. CONCRETE, INC. dba J.A.R.
CONSTRUCTION, INC.
JAG Electric
Jireh Masonry Co. LLC
JMR CONSTRUCTION LLC
Jordan Foster Construction LLC
Karlson Inc, dba Karlson Contractors
Kasco Structures LLC
KD SCHOLTEN CO.
Kelley Bros.
KMC Pavers & Rosckwalls LLC
L & F NM Enterprises, LLC dba Artsela
Landscape & Design Center, Inc
Las Cruces Construction, LLC
LEEDSMAN CONSTRUCTION
TRAFFIC CONTROL SPECIALTIES
Lesna Construction
LH Construction
Luna Painting
LVR CARPET CENTER
Lynco Electric Co. Inc.
Major Motion Logistics, LLC
Malooly's Flooring Company, LLC
Manny's Landscape & Irrigation
Martinez Bros. Contractors, LLC

MARTINEZ IRRIGATION &
LANDSCAPES, INC.
Matrix Special Systems
MEADOW VISTA MASONRY, INC.
MINER LTD
MIRADOR ENTERPRISES, INC.
MIRELES JERRY MASONRY
Modern Iron Works, Inc.
MPO Construction
Municipal Emergency Services Inc
Munoz Sealing and paving
Musco Sports Lighting, LLC
Nationwide Rebar, Inc.
O.D. CONSTRUCTION CO.
P & M Caseworks, LLX
Pavement Marking, LLC
PC AUTOMATED CONTROLS, INC.
PC Concrete
Perez Rockwall & Concrete LLC
Performance Glass & Aluminum, Inc.
Plattenleger Paver Co, LLC
PlayCore Wisconsin, Inc, d/b/a
GameTime
Powers Products Co dba Powers
Products Southwest
PRIME GENERAL CONTRACTORS LLC
PRIME IRRIGATION & LANDSCAPE INC
PROTECH ROOFING SYSTEMS, LLC
Protes Concrete Contractors
Procom Systems, Inc.
QUEST CONTRACTING INC
Rad Cap Staffing formerly LaborMax
Staffing
Riverbend Crane
Roberts Iron Works, Inc.
Robles 1 Demolition, LLC
ROOF TOPPERS of El Paso, Inc.
Ryder Construction LLC
SAB SITE CONTRACTORS, L.P.
Santiz Construction and
Santiz Construction
Santiz Elevator Corp.
Santiz Masonry, Ltd.
Santiz Systems of Texas
SOUTHWEST CONSTRUCTION, INC.
Southwest
Southwest Contractors

and Riggers, Inc.
STAR PAVERS CONSTRUCTION, INC
STARKIST CONSTRUCTION, LLC
Stonhard, Division of Stoncor Group
Inc
Stout Hardwood Floors Co., Inc.
Straight Edge Contractors, LLC
Sun Carpets, LLC
SUNDT CONSTRUCTION, INC.
Sunsets West, Inc.
Suntech Mechanical Inc.
SUPREME GLASS COMPANY
Sustainable Security Solutions, Inc
T&T Staff Management
Tao Industries, Inc. dba HAWK
Construction
T-Dyne Contractors, LLC
Temp Glass, Inc
TEXAS BARRICADE SERVICE/TRAFFIC
BARRICADE SERVICE, INC.
Texas Far West C & E, LLC
TEXAS FAR WEST C & E/CMC REBAR
The Ed-Co Corporation
The Garick Group, Inc.
THE GLASS HOUSE INC
TK Elevator
Tony Avila Rockwall Inc
TRANE US INC
TRI-STATE ELECTRIC
UNITED ROOFING & METAL CO.
V & R DRYWALL INC
VALLEY FENCE CO
Veliz Company, LLC
Venegas Engineering Management
and Construction, Inc. (aka VEMAC)
VERTEX CONTRACTORS LLC
Vistacon II
VM Roofing
VOLTER ELECTRICAL CONSTRUCTION
WESTERN DEWATERING, INC.
WESTERN STATES FIRE PROTECTION
COMPANY
Westside Welding Inc
Year One Electrical Contractor, LLC
Zayza Irrigation and Landscape
ZTEX Construction, Inc.



— Accomplishment Highlights —

3rd Quarter Update:

- **47** projects completed FY 22 (to date)
- NIP Projects – **In Progress**
- Park Equipment – **In Progress**
- Fire Station Renovations – **In Progress**
- Construction ongoing for the Eastside Regional Command Center, Mexican American Cultural Center and Children's Museum

Completed Projects

- Aircraft Rescue and Fire Fighting (ARFF) Station Remodeling
- Alabama Bridge Reconstruction
- Armijo Branch Library Improvements
- Chamizal Pedestrian Enhancements Phase II
- Chelsea Pool Demolition
- City 2 HVAC
- Clark Cleveland Pocket Park
- COVID Lab and Logistics Center
- **E.L. Williams Park Improvement - Additional Amenities**
- Esperanza Moreno Library Improvements
- **Far East Transfer Center**
- Jose Cisneros Library Improvements
- **Landfill Maintenance Barn - Environmental Services Division**
- **MCA Quiet Zones**
- **Montana Pedestrian Enhancement**
- Newman Park Metal Shade Canopy
- Northgate (Metro 31) Transit Oriented Development - Floodplain Mitigation
- Police Department Parking Improvements
- Pueblo Viejo Park Improvements
- Pueblo Viejo Park Metal Shade Canopy
- **Rio del Norte Intersection Improvements**
- River Bend Phase III
- Riverside Park Improvements
- Salvador Rivas Park Phase III
- Seville Futsal Court and Park Amenities
- **Seville Recreation Center Improvements**
- South American Pavilion Improvements
- Sports Field Lighting - Capistrano Ball Field
- Sports Field Lighting (Veterans, Nations Tobin, Capistrano)
- Student Memorial Park Improvements
- **Sun Metro Lift Office Renovations**
- Travis White Park Improvements
- **Upgrade to City 1 HVAC System**
- Ventanas Destiny Metal Shade Canopy
- YWCA Shirley Leavell Branch Rehabilitation
- Zaragoza and Golden Gate traffic signal (Design Only - Construction by TXDOT)

57 Reconstructed Streets (YTD)

8

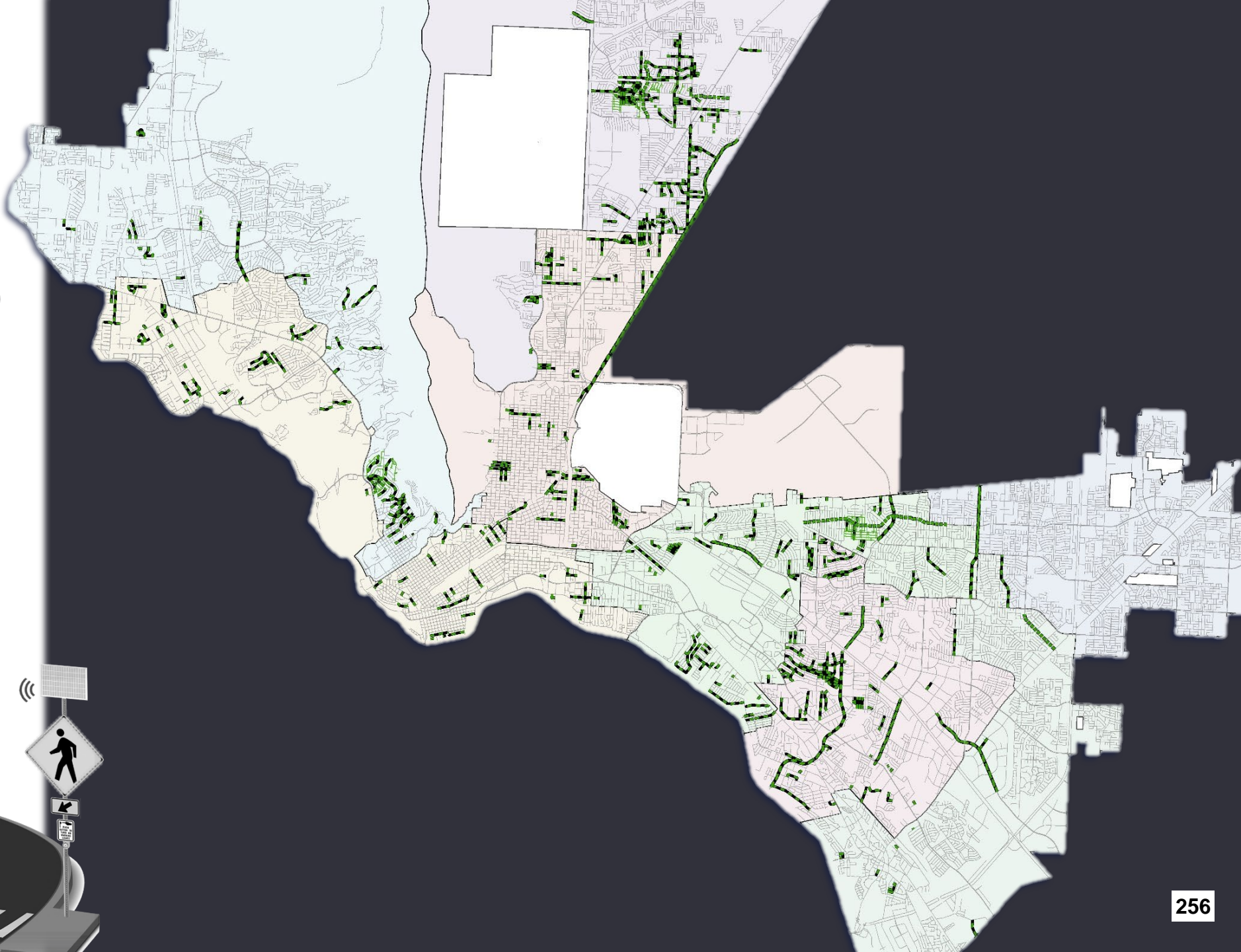
Status	3/8/16	12/18/17	2/14/19	6/1/19	10/1/19	2/25/20	7/23/20	8/28/20	1/2020	4/2021	05/2022
Completed	2	10	18	21	21	27	35	35	42	47	57
Construction	6	7	25	27	34	36	24	24	17	16+1 NTMP	7 + 1 NTMP
Design	10	27	22	17	10	2	0	0	0	2	1
Programmed	47	21	0	0	0	0	0	0	0	0	0
Deferred	0	0	0	0	0	0	6+1 NTMP	6+1 NTMP	6+1 NTMP	0	0
TOTAL	65	65	65	65	65	65	65	65	65	65	65



468

Resurfaced Streets

(2013 - Present)



MARCH – MAY 2022

Active Project Summary

Month	Aug 2021	Nov 2021	Feb 2022	May 2022
Pre-Design	18	7	12	11
Design	67	68	72	71
Bidding	73	69	63	54
Construction	65	63	67	67
Total Projects	223	207	214	203
Total Budget	\$725,063,769	\$707,842,487	\$743,132,440	\$711,198,145





Thank You

Pre-Design

March - May 2022 Developments

February 2022	March – May 2022 Activity	May 2022
<p>12</p> <p>Active Projects</p> <p>25 Future Programmed Projects</p>	<p>-1 Deleted / Reprogrammed Project</p>	<p>11</p> <p>Active Projects</p> <p>25 Future Programmed Projects</p>

12 Projects in Pre-Design

Project Name	
Demolition Property at Wyoming and St. Vrain	Police Department Central Regional Command
Galapagos Exhibit	Police Department Headquarters
Hunter, McCombs, Trawood, and Rojas Arterial Lighting	Resler and Edgemere Arterial Lighting
Komodo Dragon Exhibit	SAM Fleet Maintenance Office Addition

-1 Project Deleted Project

Project Name
SAM Fleet Maintenance Office Addition

46

Active Pre-Design Projects

- 11 Total Active Projects
- 25 Future Programmed Projects

11 Active Projects

Project Name	District	Funding Source	Budget	Construction Start
Demolition Property at Wyoming and St. Vrain	8	2020 Capital Plan	\$150,000	TBD
Galapagos Exhibit	ZOO	2012 QOL Bond	\$573,029	Fall 2022
Hunter, McCombs, Trawood, and Rojas Arterial Lighting	3,4,6,7	2019 CO's	\$7,909,000	Fall 2023
Komodo Dragon Exhibit	ZOO	2012 QOL Bond	\$3,720,928	Spring 2023
Police Department Central Regional Command	TBD	2019 Public Safety Bond	\$24,600,000	TBD
Police Department Headquarters	4	2019 Public Safety Bond	\$75,976,000	TBD
Resler and Edgemere Arterial Lighting	1,3	2019 CO's	\$13,288,000	Fall 2023

265

266

Design

March - May 2022 Developments

February 2022	March – May 2022 Activity	May 2022
72 Active Projects 8 Future Programmed Projects	+ 1 New Project Added in Design Phase - 2 Advanced to Construction	71 Active Projects 8 Future Programmed Projects

72 Active Projects

FEBRUARY 2022

Project Name	District	Funding Source	Budget	Construction Start
Airport Industrial Parks Monuments	AIRPORT	Airport	\$350,000	TBD
Alameda Corridor Plan (Planning Documents)	8,3,7,6	2020 Capital Plan	\$234,210	N/A
Alley Activation-Uptown Alley Phase I	1	Uptown Parking Benefit District	\$15,000	TBD
Animal Shelter Dog Kennels & Animal Hospital	2	Animal Services 2020 Capital Plan	\$8,411,902	Summer 2023
Blackie Chesher Sports Maintenance Storage	6	2012 QOL Bond	\$784,615	Fall 2022
Chelsea Pool Pocket Park	2	2020 Capital Plan	\$1,479,296	Spring 2023
Clark and Cleveland Phase II – Design Only	3	2017 CO's	\$47,383	Construction to be completed Marathon Petroleum Co.
Cohen Site Readiness	4	2019 Capital Plan/ Insurance	\$1,203,957	TBD
Downtown Alley Activation and Downtown Tree Plan-Phase I	8	TIRZ 5	\$400,000	Fall 2022 (Downtown Alley Activation Portion)
Eastside Regional Park Phase 2	5	2012 QOL Bond 2017 Capital Plan	\$9,000,000	TBD
Eastside Regional Phase 2 Modular Play Structure	5	2012 QOL Bond + TPWD grant	\$3,300,000	Fall 2022
Eastside Sports Complex Design/Build Phase II	5	TIRZ/ PID	\$16,000,000	Spring 2022
Education Discovery Improvements	ZOO	2012 QOL Bond	\$98,175	Spring 2023
El Paso Citywide Wayfinding Phase I	CW	2019 Capital Plan	\$1,030,000	Winter 2022
EPIA Runway 8R-26L Rehabilitation	AIRPORT	AIP Grant - Airport Enterprise	\$18,000,000	Fall 2022
FD Special Team Station	8	2019 Public Safety Bond	\$16,416,000.00	Winter 2023
Fire Department Headquarters	4	2019 Public Safety Bond	\$29,600,000	Fall 2022
Fire Department Training Academy and Vehicle Maintenance Repair and Supply Acquisition / Distribution Center	4	2019 Public Safety Bond	TBD	Fall 2022
Fire Station 14 Renovation	3	2019 Public Safety Bond	\$674,326	Fall 2023
Fire Station 15 Renovation	8	2019 Public Safety Bond	\$1,287,245	TBD
Fire Station 16 Renovation	2	2019 Public Safety Bond	\$1,094,685	TBD
Fire Station 18 Renovation	7	2019 Public Safety Bond	\$991,688	Summer 2023

72 Active Projects (Cont'd)

Project Name	District	Funding Source	Budget	Construction Start
Fire Station 25 Renovation	8	2019 Public Safety Bond	\$2,257,605	TBD
Fire Station 26 Renovations	6	2019 Public Safety Bond	\$1,405,974	TBD
Fire Station 3 Renovation	8	2019 Public Safety Bond	\$3,148,049	Fall 2022
Fire Station 38	5	2019 Public Safety Bond	\$11,328,000.00	Fall 2023
Fire Station 5 Gym Floor Replacement	3	2019 Public Safety Bond	\$118,205	Early 2023
Fiscal Model - Market Analysis (Planning Documents)	CW	2020 Capital Plan	\$100,000	N/A
Five Node Intersection Remediation	Airport	AIP, Airport	\$914,618	Winter 2024
ITS Infrastructure at Zaragoza and BOTA system On-	6, 8	TXDOT w/City match	\$16,000,000	Fall 2022
ITS Infrastructure at Zaragoza and BOTA system Off-	6, 8	TXDOT w/City match	\$18,000,000	Spring 2024
J.P. Shawver Modular Play Structure	7	2012 QOL Bond + TPWD grant	\$3,300,000	Summer 2022
JP Shawver Park Improvements - CDBG	7	CDBG	\$295,800	Summer 2022
Lower Beaumont Fire Station 12	2	Fire Capital	\$4,000,000	TBD
Lower Beaumont Recreational Facility	2	2012 QOL Bond	\$4,762,528	TBD
NE Police Department Command Center - Building Assessment	4	2019 Public Safety Bond	\$20,000 (Assessment Only)	TBD
Palisades Trailhead	1	2012 QOL Bond	\$300,000	TBD
Pat O'Rourke Recreation Center	8	2012 QOL Bond	\$1,500,000	Fall 2022
Paved Trails - Tierra Del Este, Sunset Terrace Park Trail Extension	1,5	2012 QOL Bond	\$655,000	TBD
Paved Trails - Carolina to Emerson	7	2012 QOL Bond	\$342,000	Fall 2022
Paved Trails - Donald to Dyer	4	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails - Ellis lateral Connection	1	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails - Montana to I-10 Segment A	3,7	2012 QOL Bond	\$437,500	Fall 2022

72 Active Projects (Cont'd)

FEBRUARY 2022

Project Name	District	Funding Source	Budget	Construction Start
Paved Trails - Montana to I-10 Segment B	3,7	2012 QOL Bond	\$437,500	Fall 2022
Paved Trails - Montana to I-10 Segment C	3,7	2012 QOL Bond	\$437,500	Fall 2022
Paved Trails - Montana to I-10 Segment D	3,7	2012 QOL Bond	\$437,500	Fall 2022
Paved Trails - Rio Grande Trail North and Valley Creek Access	1	2012 QOL Bond	\$390,000	Fall 2022
Paved Trails - Skyline to Loma Real Segment A	2,4	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails - Skyline to Loma Real Segment B	2,4	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails - Skyline to Loma Real Segment C	2,4	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails - Skyline to Loma Real Segment D	2,4	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails- Mountain to River Trails System	1	2012 QOL Bond	\$872,000	TBD
Phillipy Reconstruction	6	2013 Street Infrastructure	\$797,632	Fall 2022
Police Department Training Academy and Logistics Center	4	2019 Public Safety Bond	\$19,900,000	Fall 2022
Railroad Reconstruction	4	2018 Capital Plan	\$13,777,436	TBD
Relocation of Taxiway M	AIRPORT	AIP, Airport	\$5,277,310	Winter 2023
Sun City Lights - District 2	2	2019 Capital Plan	\$1,050,000	TBD
Sun City Lights - District 3	3	2020 Capital Plan	\$1,060,800	TBD
Sun City Lights - District 6	6	2019 Capital Plan	\$1,050,000	TBD
Sun City Lights - District 7	7	2019 Capital Plan	\$1,050,000	TBD
Sun Metro TOC Renovations	2	Sun Metro	\$1,474,250	Spring 2023
Tom Lea Lower Dog Park - CDBG	1	CDBG	\$464,854	Summer 2022
Training & Instructional Multipurpose Center Pool	3	2012 QOL Bond 2020 Capital Plan	\$2,248,866	Summer 2022
Trowbridge Improvements	2	CDBG	\$1,005,050	Spring 2022

+1 Project Added in Design Phase

Project Name
Sean Haggerty Extension

-2 Projects Advanced to Construction

Project Name
Eastside Sports Complex (Design / Build Phase II)
Trowbridge Improvements



Active Design Projects

- 72 Total Active Projects
- 8 Future Programmed Projects



71 Active Projects

May 2022

Project Name	District	Funding Source	Budget	Construction Start
Airport Industrial Parks Monuments	AIRPORT	Airport	\$350,000	Fall 2022
Alameda Corridor Plan (Planning Documents)	8,3,7,6,2	2020 Capital Plan	\$264,000	N/A
Alley Activation-Uptown Alley Phase I	8	Uptown Parking Benefit District	\$15,000	TBD
Animal Shelter Dog Kennels & Animal Hospital	3	Animal Services 2020 Capital Plan	\$8,411,902	Summer 2023
Blackie Chesher Sports Maintenance Storage	7	2012 QOL Bond	\$784,615	Fall 2022
Chelsea Pool Pocket Park	2	2020 Capital Plan	\$1,479,296	Spring 2023
Clark and Cleveland Phase II – CDBG	2	2017 CO's	\$47,383	N/A
Cohen Site Readiness	4	2019 Capital Plan/ Insurance	\$1,203,957	TBD
Downtown Alley Activation	8	TIRZ 5	\$250,000	N/A
Downtown Tree Plan-Phase I	8	TIRZ 5	\$60,000	TBD
Eastside Regional Park Phase 2	5	2012 QOL Bond 2017 Capital Plan	\$9,000,000	TBD
Eastside Regional Phase 2 Modular Play Structure (To be installed @ Eastside Sports Complex)	5	2012 QOL Bond + TPWD grant	\$3,300,000	Fall 2022
Education Discovery Improvements	ZOO	2012 QOL Bond	\$98,175	TBD
El Paso Citywide Wayfinding Phase I	CW	2019 Capital Plan	\$1,030,000	TBD
EPIA Runway 8R-26L Rehabilitation	AIRPORT	AIP Grant - Airport Enterprise	\$18,000,000	Fall 2022
FD Special Team Station	8	2019 Public Safety Bond	\$16,416,000.00	Winter 2023
Fire Department Headquarters	4	2019 Public Safety Bond	\$29,600,000	Fall 2022
Fire Department Training Academy and Vehicle Maintenance Repair and Supply Acquisition / Distribution Center	4	2019 Public Safety Bond	TBD	Fall 22
Fire Station 14 Renovation	2	2019 Public Safety Bond	\$674,326	Fall 2023
Fire Station 15 Renovation	1	2019 Public Safety Bond	\$1,287,245	TBD
Fire Station 16 Renovation	2	2019 Public Safety Bond	\$1,094,685	FY 2023
Fire Station 18 Renovation	7	2019 Public Safety Bond	\$991,688	Summer 2023



71 Active Projects (Cont'd)

May 2022

Project Name	District	Funding Source	Budget	Construction Start
Fire Station 25 Renovation	3	2019 Public Safety Bond	\$2,257,605	Summer 2023
Fire Station 26 Renovations	7	2019 Public Safety Bond	\$1,405,974	FY 2023
Fire Station 3 Renovation	8	2019 Public Safety Bond	\$3,148,049	Fall 2022
Fire Station 38	5	2019 Public Safety Bond	\$11,328,000.00	Fall 2023
Fire Station 5 Gym Floor Replacement	2	2019 Public Safety Bond	\$118,205	Early 23
Fiscal Model - Market Analysis (Planning Documents)	CW	2020 Capital Plan	\$100,000	N/A
Five Node Intersection Remediation	Airport	AIP, Airport	\$914,618	Winter 2024
ITS Infrastructure at Zaragoza and BOTA - On-system	2	TXDOT w/City match	\$16,000,000	Fall 2022
ITS Infrastructure at Zaragoza and BOTA - Off-system	2	TXDOT w/City match	\$18,000,000	Spring 24
J.P. Shawver Modular Play Structure	7	2012 QOL Bond + TPWD grant	\$3,300,000	Fall 2022
JP Shawver Park Improvements - CDBG	7	CDBG	\$295,800	Fall 2022
Lower Beaumont Fire Station 12	2	Fire Capital	\$4,000,000	TBD
Lower Beaumont Recreational Facility	2	2012 QOL Bond	\$4,762,528	TBD
NE Police Department Command Center - Building Assessment	4	2019 Public Safety Bond	\$20,000 (Assessment Only)	TBD
Palisades Trailhead	8	2012 QOL Bond	\$300,000	TBD
Pat O'Rourke Recreation Center	8	2012 QOL Bond	\$1,500,000	Fall 2022
Paved Trails - Tierra Del Este, Sunset Terrace Park Trail Extension	1,5	2012 QOL Bond	\$655,000	TBD
Paved Trails - Carolina to Emerson	3	2012 QOL Bond	\$342,000	Fall 2022
Paved Trails - Donald to Dyer	4	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails - Ellis lateral Connection	1	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails - Montana to I-10 Segment A	3	2012 QOL Bond	\$437,500	Fall 2022
Paved Trails - Montana to I-10 Segment B	3	2012 QOL Bond	\$437,500	Fall 2022

71 Active Projects (Cont'd)

May 2022

Project Name	District	Funding Source	Budget	Construction Start
Paved Trails - Montana to I-10 Segment C	7	2012 QOL Bond	\$437,500	Fall 2022
Paved Trails - Montana to I-10 Segment D	7	2012 QOL Bond	\$437,500	Fall 2022
Paved Trails - Rio Grande Trail North and Valley Creek Access	1	2012 QOL Bond	\$390,000	Fall 2022
Paved Trails - Skyline to Loma Real Segment A	4	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails - Skyline to Loma Real Segment B	4	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails - Skyline to Loma Real Segment C	4	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails - Skyline to Loma Real Segment D	4	2012 QOL Bond	\$315,000	Fall 2022
Paved Trails- Mountain to River Trails System	1	2012 QOL Bond	\$872,000	TBD
Phillippy Reconstruction	6	2013 Street Infrastructure	\$797,632	Early 2023
Police Department Training Academy and Logistics Center	4	2019 Public Safety Bond	\$19,900,000	Fall 2022
Railroad Reconstruction	4	2018 Capital Plan	\$13,777,436	2026
Relocation of Taxiway M	AIRPORT	AIP, Airport	\$5,277,310	Fall 2023
Sean Haggerty Extension	4	TxDOT	\$2,569,079	TBD
Sun City Lights - District 2	2	2019 Capital Plan	\$1,050,000	TBD
Sun City Lights - District 3	3	2020 Capital Plan	\$1,060,800	TBD
Sun City Lights - District 6	6	2019 Capital Plan	\$1,050,000	TBD
Sun City Lights - District 7	7	2019 Capital Plan	\$1,050,000	TBD
Sun Metro TOC Renovations	3	Sun Metro	\$1,474,250	Spring 2023
Tom Lea Lower Dog Park – CDBG	8	CDBG	\$464,854	Fall 2022
Training & Instructional Multipurpose Center Pool	3	2012 QOL Bond 2020 Capital Plan	\$2,248,866	Fall 2022

8 Projects

Project Name	District	Funding Source	Budget	Reprogrammed Date
Comprehensive Plan	CW	2020 Capital Plan	TBD	TBD
EPIA Terminal General Improvements, Ceiling and Lighting Improvement	AIRPORT	Airport	\$2,000,000	TBD
Fire Station 22 Assessment	1	2019 Public Safety Bond	TBD	FY 2022
Fire Station 24 Assessment	7	2019 Public Safety Bond	TBD	FY 2023
MCAD relocation and space remodeling	8	TBD	TBD	TBD
Montecillo Brio Station	1	Sun Metro Grant/ 2011 Transportation CO's	\$594,207	TBD
Promenade at Main and El Paso Streets	8	2018 Capital Plan	\$43,506	TBD
Tom Lea Slope Stabilization	1	2018 Capital Plan	\$8,411,993	FY 2023

Bidding

March - May 2022 Developments

February 2022	March – May 2022 Activity	May 2022
62 Active Projects 1 Future Programmed Projects	- 6 Advanced to Construction - 1 Deleted / Reprogrammed Projects - 1 Future Programmed Projects	54 Active Projects 2 Future Programmed Project

62 Active Projects

FEBRUARY 2022

Project Name		
Animal Shelter HVAC Improvements	Lee Trevino and Ivanhoe traffic signal	Rich Beem and Ralph Seitsinger traffic signal
Bicycle Citywide Infrastructure	Leo Cancellare Pool Rehabilitation	Rojas Widening
Canterbury Trail	Leopard Exhibit Renovations	Schuster Reconstruction
Chalio Acosta Sports Center HVAC Improvements	Manhattan Heights Historic Archway Illumination	Sea Lion Exhibit Repair and Upgrade
Clint Landfill Breakroom	Mesa Hills and Cabaret traffic signal	Sean Haggerty and Rushing traffic signal
Doniphan and Bird Signal	NASA T-38 Hangar Re-roofing	South Central Phase V (Edna east of Concepcion, Cortez south of Delta)
Doniphan and West Green Signal	Nations Tobins Pool & Sports Center Roof Replacement	Sports Field Lighting Phase 1: Jimmy Ochoa Ball Field; Memo Villareal Ball Field; Nations Tobin Soccer Field
Dyer and Tiger Eye traffic signal	Nolan Richardson Recreation Center	Sports Field Lighting Phase 2: Franklin Ball Field; Lionel and Forti Ball Field; Reese McCord Ball Field, Yucca Ball Field, Grandview Ball Field
Edgemere and Tierra Dorada traffic signal	North Loop and Burgundy traffic signal	Sunglow Way Landscaping
Edgemere and Tim Foster traffic signal	Padilla Reconstruction	Sunland Park, Shadow Mt. / Westwind / Redd Road Phase II / Executive Center Roadway Lighting & Landscape Improvements
Electrical Upgrades for the Short and Long Term Parking Lots	Paseo Del Norte and Greatwolf Lodge traffic Signal	Ted Houghton Reconstruction
Fire Station 10 Renovation	Paseo Del Norte and Northern Pass traffic signal	Ventana and Tierra Este traffic signal
Fire Station 19 Renovation	Pebble Hills / Airport Road / Vista Del Sol Roadway Lighting & Landscape Improvements	Veterans Recreation Center
Fire Station 21 Renovation	Pebble Hills and John Hayes traffic signal	Ysleta Middle School Safe Routes to School
Frontera & Roxbury School Flasher	Pebble Hills and Tierra Mina traffic signal	Zaragoza and Castner traffic signal
Grandview Recreation Center	Pebble Hills and Tim Foster traffic signal	Rich Beem and Ralph Seitsinger traffic signal
Hawkins and WH Burges traffic signal	Playa Drain Shared Use Path PM	



-6 Projects Advanced to Construction

Project Name	
Grandview Recreation Center	Playa Drain Shared Use Path PM
Leo Cancellare Pool Rehabilitation	Sunglow Way Landscaping
Nolan Richardson Recreation Center	Ted Houghton Reconstruction

-1 Projects Deleted / Reprogrammed

Project Name
Paseo Del Norte and Greatwolf Lodge traffic Signal (to be completed by developer)

-1 Future Programmed Project

Project Name
Bicycle Citywide Infrastructure (Programmed for 2027)



Active Bidding Projects

- 54 Total Active Projects
- 2 Future Programmed Projects



54 Active Projects

MAY 2022

Project Name	District	Funding Source	Budget	Construction Start
Animal Shelter HVAC Improvements	3	Animal Services 2020 Capital Plan	\$2,676,751	Fall 2022
Canterbury Trail	8	2013 Street Infrastructure	\$3,348,299	Summer 2022
Chalio Acosta Sports Center HVAC Improvements	2	2012 QOL Bond	\$250,000	TBD
Clint Landfill Breakroom	CW	ESD	\$443,769	Summer 2022
Doniphan and Bird Signal	1	2017 Capital Plan	\$300,000	Early 2023
Doniphan and West Green Signal	1	2017 Capital Plan	\$300,000	Early 2023
Dyer and Tiger Eye traffic signal	4	2020 Capital Plan	\$37,773	Early 2023
Edgemere and Tierra Dorada traffic signal	5	2020 Capital Plan	\$39,810	Early 2023
Edgemere and Tim Foster traffic signal	5	2020 Capital Plan	\$39,810	Early 2023
Electrical Upgrades for the Short and Long Term Parking Lots	AIRPORT	Airport	\$750,000	Summer 2022
Fire Station 10 Renovation	8	2019 Public Safety Bond	\$2,278,793	Summer 2022
Fire Station 19 Renovation	7	2019 Public Safety Bond	\$3,009,896	Summer 2022
Fire Station 21 Renovation	4	2019 Public Safety Bond	\$1,869,312	Summer 2022
Frontera & Roxbury School Flasher	1	2020 Capital Plan	\$37,773	Early 2023
Hawkins and WH Burges traffic signal	7	2020 Capital Plan	\$37,773	Early 2023
Lee Trevino and Ivanhoe traffic signal	3	2020 Capital Plan	\$37,773	Early 2023
Leopard Exhibit Renovations	ZOO	2012 QOL Bond	\$339,300	Fall 2022
Manhattan Heights Historic Archway Illumination	2	2012 QOL Bond	\$62,500	Summer 2022
Mesa Hills and Cabaret traffic signal	8	2020 Capital Plan	\$39,810	Early 2023
NASA T-38 Hangar Re-roofing	AIRPORT	Airport	\$562,975	Fall 2022
Nations Tobins Pool & Sports Center Roof Replacement	2	2020 Capital Plan	\$300,000	Summer 2022



54 Active Projects (Cont'd)

MAY 2022

Project Name	District	Funding Source	Budget	Construction Start
North Loop and Burgundy traffic signal	7	2020 Capital Plan	\$37,773	Early 2023
Padilla Reconstruction	7	2013 Street Infrastructure	\$2,862,103	Fall 022
Paseo Del Norte and Northern Pass traffic signal	1	2020 Capital Plan	\$37,773	Early 2023
Pebble Hills / Airport Road / Vista Del Sol Roadway Lighting & Landscape Improvements	2,3,6,7	2019 CO's	\$7,455,500	Summer 2022
Pebble Hills and John Hayes traffic signal	5	2020 Capital Plan	\$39,810	Early 2023
Pebble Hills and Tierra Mina traffic signal	5	2020 Capital Plan	\$39,810	Early 2023
Pebble Hills and Tim Foster traffic signal	5	2020 Capital Plan	\$39,810	Early 2023
Rich Beem and Ralph Seitsinger traffic signal	5	2020 Capital Plan	\$37,773	Early 2023
Rojas Widening	6	TXDOT w/City match (2017 CO's, 2011 CO's)	\$12,940,373	Early 2023
Schuster Reconstruction	8	2013 Street Infrastructure	\$8,308,723	Summer 2022
Sea Lion Exhibit Repair and Upgrade	ZOO	2012 QOL Bond	\$676,082	Fall 2022
Sean Haggerty and Rushing traffic signal	4	2020 Capital Plan	\$37,773	Early 2023
South Central Phase V (Edna east of Concepcion, Cortez south of Delta)	8	2013 Street Infrastructure	\$6,224,221	Summer 2022
Sports Field Lighting Phase 1: Jimmy Ochoa Ball Field; Memo Villareal Ball Field; Nations Tobin Soccer Field	2	2020 Capital Plan	\$952,727	Summer 2022
Sports Field Lighting Phase 2: Franklin Ball Field; Lionel and Forti Ball Field; Reese McCord Ball Field, Yucca Ball Field, Grandview Ball Field	3,4,7	2020 Capital Plan	\$402,000	Summer 2022
Sunland Park, Shadow Mt. / Westwind / Redd Road Phase II / Executive Center Roadway Lighting & Landscape Improvements	1,8	2019 CO's	\$10,727,200	Fall 2022
Ventana and Tierra Este traffic signal	5	2020 Capital Plan	\$39,810	Early 2023
Veterans Recreation Center	4	2012 QOL Bond	\$1,500,000	Fall 2022
Ysleta Middle School Safe Routes to School	6	TxDOT	\$899,428	Early 2023
Zaragoza and Castner traffic signal	7	2020 Capital Plan	\$39,810	Early 2023

2 Projects

Project Name	District	Funding Source	Budget	Reprogrammed Date
Fire Station 12 Restrooms Addition	2	Fire Capital	\$200,000	TBD
Bicycle Citywide Infrastructure	CW	TXDOT W/City Match (2011 CO's)	\$5,978,305	2027

Construction

March - May 2022 Developments

February 2022	March – May 2022 Activity	May 2022
<div>67</div> <div>Active Projects</div> <div>0 Future Programmed Projects</div>	<div>+ 8 Advanced to Construction (From Design and Bidding)</div> <div>+ 2 New Projects Added</div> <div>- 10 Complete</div>	<div>67</div> <div>Active Projects</div> <div>0 Future Programmed Projects</div>

67 Construction Projects

FEBRUARY 202

Project Name		
Animal Holding II	Joey Barraza and Vino Memorial Park Phase 2	Penguin Exhibit and Life Support Project
Bicycle Connectivity Phase I	Joey Barraza and Vino Modular Play Structure	Playa Drain Walking Trail Improvements Phase II - Knights to Yarbrough
Bicycle Connectivity Phase II	Landfill Maintenance Barn - Environmental Services Division	Police Department - Eastside Regional Command Center
Central Business District IV	Liz Morayma Gonzales Park	Pueblo Viejo Park Improvements - CDBG
Children's Museum	Lockheed Drive Landscaping	Rio del Norte Intersection Improvements
Delta Bridge Reconstruction	Lowd Reconstruction	Robinson Street Phase II
Demolition Delta Yard Structures	MCA Quiet Zones	Seville Recreation Center Improvements
Dick Shinaut Concrete Skate Park	Mexican American Cultural Center	South American Pavilion Restrooms
Dorris Van Doren Library Improvements	Modesto Gomez Park	Sun Metro Lift Office Renovations
E.L. Williams Park Improvement - Additional Amenities	Montana Pedestrian Enhancement	Trailhead Improvements - Chuck Heinrich, Mary Frances Keisling, Franklin Hills Bear Ridge, North Open Space Reserve & Palisades
EPIA Taxiway K, K1, K2, and J Reconfiguration	Montana Rapid Transit System	Upgrade to City 1 HVAC System
Far East Transfer Center	NE Police Department Command Center - HVAC Replacement	Viscount Boulevard Roadway Lighting and Median Landscape
Fire Station 20 Bay Addition	North Skies Park Improvements	Wainwright and NE basin Park Improvements
Fire Station 36	Oregon Lighting	Westside Branch Library Improvements
Fort Boulevard Improvements	Passenger Notification Systems (FIDS, BIDS, GIDS)	Westside Community Park Soccer Field Lighting
Gene Torres NTMP	Pavo Real Recreation Center Improvements	Yarbrough Bridge Reconstruction
Hondo Pass CCS	PDN Roundabout	Yarbrough South, George Dieter & Lee Trevino Roadway Lighting and Median Landscape
HVAC Annual Upgrades 2020	Pellicano Dr, Railroad Dr, Cotton Street Median Improvements	YWCA Shirley Leavell Branch Rehabilitation
HVAC Upgrades - Phase II		

+2 Projects Advanced to Construction (From Design)

Project Name	
Eastside Sports Complex (Design / Build Phase II)	Trowbridge Improvements

+6 Projects Advanced to Construction (From Bidding)

Project Name	
Grandview Recreation Center	Playa Drain Shared Use Path PM
Leo Cancellare Pool Rehabilitation	Sunglow Way Landscaping
Nolan Richardson Recreation Center	Ted Houghton Reconstruction

+2 Projects Added

Project Name	
Montana RTS Airport	Transit System Site Improvements

-10 Completed Projects

Project Name	
E.L. Williams Park Improvement - Additional Amenities	Rio del Norte Intersection Improvements
Far East Transfer Center	Seville Recreation Center Improvements
Landfill Maintenance Barn - Environmental Services Division	Sun Metro Lift Office Renovations
MCA Quiet Zones	Upgrade to City 1 HVAC System
Montana Pedestrian Enhancement	YWCA Shirley Leavell Branch Rehabilitation (Completed in Q4)

Active Construction Projects

- 67 Total Active Projects
- 0 Future Programmed Projects



67 Active Construction Projects

MAY 2022

Project Name	District	Funding Source	Budget	Est. Completion
Animal Holding II	ZOO	2012 QOL Bond	\$875,336	Fall 2022
Bicycle Connectivity Phase I	CW	TXDOT / City Match (2017 CO, 2010, 2011, 2018, 2020 CO's)	\$2,332,844	Summer 2022
Bicycle Connectivity Phase II	CW	TXDOT / City Match (2018 CO's)	\$1,909,149	Summer 2022
Central Business District IV	8	TXDOT / City Match (2009, 2010, 2018 CO's)	\$18,417,036	Fall 2023
Children's Museum	DTWN	2012 QOL Bond	\$39,250,000	Winter 2022
Delta Bridge Reconstruction	2	TXDOT / City Match (2011, 2017, 2018 CO's)	\$1,640,103	Early 2023
Demolition Delta Yard Structures	2	2020 Capital Plan	\$300,000	Summer 2022
Dick Shinaut Concrete Skate Park	6	2012 QOL Bond	\$800,000	Summer 2022
Dorris Van Doren Library Improvements	1,3,5	2012 QOL Bond	\$802,014	Winter 2023
Eastside Sports Complex Design/Build Phase II	5	TIRZ/ PID	\$16,000,000	Spring 2023
EPIA Taxiway K, K1, K2, and J Reconfiguration	AIRPORT	AIP Grant - Airport Enterprise	\$8,000,000	Fall 2022
Fire Station 20 Bay Addition	3	2019 Public Safety Bond	\$200,000.00	Winter 2022
Fire Station 36	1	2019 Public Safety Bond	\$11,420,075	Spring 2023
Fort Boulevard Improvements	2	CDBG	\$615,556	Summer 2022
Gene Torres NTMP	7	2013 Street Infrastructure	\$798,600	Summer 2022
Grandview Recreation Center	2	2012 QOL Bond	\$2,500,000	Winter 2023
Hondo Pass CCS	4	ESD	\$2,247,463	Fall 2023
HVAC Annual Upgrades 2020	AIRPORT	Airport	\$1,250,000	Summer 2022



67 Active Construction Projects (Cont'd)

MAY 2022

Project Name	District	Funding Source	Budget	Est. Completion
HVAC Upgrades - Phase II	AIRPORT	Airport	\$1,250,000	Fall
Joey Barraza and Vino Memorial Park Phase 2	4	2012 QOL Bond	\$5,000,000	Summer 2022
Joey Barraza and Vino Modular Play Structure	4	2012 QOL Bond + TPWD grant	\$600,000	Summer 2022
Leo Cancellare Pool Rehabilitation	8	2018 CO's	\$2,799,155	Summer 2023
Liz Morayma Gonzales Park	2	2019 Capital Plan	\$1,473,080	Winter 2022
Lowd Reconstruction	7	2013 Street Infrastructure	\$1,944,000	Summer 2022
Mexican American Cultural Center	DTWN	2012 QOL Bond	\$25,320,000	Fall 2023
Modesto Gomez Park	2	2012 QOL Bond 2020 Capital Plan	\$2,400,000	Summer 2023
Montana Rapid Transit System	2,3,5	FHWA, FTA & 2018 / 2020 Capital Plan	\$49,200,000	Summer 2022
Montana RTS Airport	2,3	FTA/ 2021 CO's / Airport Enterprise Funds	\$1,842,166	Fall 2022
NE Police Department Command Center - HVAC Replacement	4	2019 Public Safety Bond	\$184,900	Summer 2022
Nolan Richardson Recreation Center	2	2012 QOL Bond	\$2,500,000	Early 2023
North Skies Park Improvements	4	2012 QOL Bond	\$370,864	Summer 2022
Oregon Lighting	8	2017 Cos	\$2,000,000	Summer 2022
Passenger Notification Systems (FIDS, BIDS, GIDS)	AIRPORT	PFC, AIP	\$2,200,000	Summer
Pavo Real Recreation Center Improvements	7	2012 QOL Bond	\$1,921,000	Summer 2022
PDN Roundabout	8	TXDOT w/City match (2018 CO's)	\$3,100,000	Summer 2022
Pellicano Dr, Railroad Dr, Cotton Street Median Improvements	1,2,4,6,8	2019 Capital Plan	\$10,079,200	Fall 2022

67 Active Construction Projects (Cont'd)

MAY 2022

Project Name	District	Funding Source	Budget	Est. Completion
Penguin Exhibit and Life Support Project	ZOO	2012 QOL Bond	\$6,666,110	Summer 2023
Playa Drain Shared Use Path PM	7	TXDOT / City Match (2011, 2017, CO's)	\$2,063,990	Early 2023
Playa Drain Walking Trail Improvements Phase II - Knights to Yarbrough	7	CDBG & Paso del Norte Foundation	\$1,295,003	Summer 2022
Police Department - Eastside Regional Command Center	5	2019 Public Safety Bond	\$38,600,000	Spring 2024
Pueblo Viejo Park Improvements - CDBG	6	CDBG	\$525,562	Summer 2022
Robinson Street Phase II	8	Street CIP	\$2,878,622	Summer 2022
South American Pavilion Restrooms	ZOO	2012 QOL Bond	\$269,000	Spring 2023
Sunglow Way / Lockheed Drive Landscaping	3	2013 Street Infrastructure / Airport	\$388,351	Spring 2023
Ted Houghton Reconstruction	6	2018 Capital Plan	\$1,811,785	Early 2023
Trailhead Improvements - Chuck Heinrich, Mary Frances Keisling, Franklin Hills Bear Ridge, North Open Space Reserve & Palisades	1,4	2012 QOL Bond	\$625,000	Summer 2022
Transit System Site Improvements	CW	FTA/Sun Metro	\$1,258,310	Summer 2022
Trowbridge Improvements	2	CDBG	\$1,005,050	Spring 2023
Viscount Boulevard Roadway Lighting and Median Landscape	3	2013 Street Infrastructure 2019 Capital Plan CO	\$3,053,700	Winter 2022
Wainwright and NE basin Park Improvements	2,4	2012 QOL Bond	\$1,127,885	Summer 2022
Westside Branch Library Improvements	8	2012 QOL Bond	\$910,000	Fall 2022
Westside Community Park Soccer Field Lighting	1	2012 QOL Bond	\$178,300	Summer 2022
Yarbrough Bridge Reconstruction	7	TXDOT w/City match (2018 CO's)	\$1,965,491	Summer 2022
Yarbrough South, George Dieter & Lee Trevino Roadway Lighting and Median Landscape (Phase 1)	6,7	2019 Capital Plan	\$8,327,600	Winter 2022



Legislation Text

File #: 22-844, 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, Joaquin Rodriguez, (915) 328-8731

AGENDA LANGUAGE:

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

An Ordinance adopting the "El Paso Complete Streets Policy - July 2022" as an addendum to the City of El Paso's Comprehensive Plan, "Plan El Paso".

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

AGENDA DATE: July 6, 2022
PUBLIC HEARING DATE: July 19, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-328-8731

DISTRICT(S) AFFECTED: Citywide

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

SUBGOAL: 3.2 - Set one standard for infrastructure across the city

SUBJECT:

DISCUSSION and ACTION on an ordinance adopting the “El Paso Complete Streets Policy – July 2022” as an addendum to the City of El Paso’s Comprehensive Plan, “Plan El Paso”.

BACKGROUND / DISCUSSION:

The proposed “El Paso Complete Streets Policy” seeks to implement the principles of complete streets design throughout the city of El Paso. In 2021, El Paso was ranked the 20th most dangerous city for pedestrians with 215 pedestrians killed in El Paso between 2010 and 2019. The proposed policy prioritizes safety by design for all users. The policy includes the formation of two committees comprised of internal and external stakeholders to guide the inclusion and implementation of complete streets principles within the city’s design process for public works and transportation related projects. Additionally, the policy sets forth clear guidelines for implementation, recommendations for regulatory and administrative change in support of complete street principles, and requirements for tracking and reporting progress on implementation of the policy.

The policy has been developed over a two-year process and close coordination with the complete streets coalition, a large group of internal and external stakeholders with interest in the varied impact of street design on the health safety and welfare of the community. The policy, as presented, is supported by the coalition and its members. Staff recommends adoption of the policy as presented.

PRIOR COUNCIL ACTION:

City Plan Commission – Approval Pending (June 16, 2022)

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? XXX YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Streets and Maintenance

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

DEPARTMENT HEAD:


(Yvette Hernandez, P.E., City Engineer)

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE EL PASO COMPLETE STREETS POLICY – JULY 2022 AS AN ADDENDUM TO THE CITY OF EL PASO’S COMPREHENSIVE PLAN, PLAN EL PASO.

WHEREAS, the City’s Comprehensive Plan, *Plan El Paso*, was formally adopted by the City Council on March 8, 2012 and included the goal of becoming the least car-dependent city in the Southwest; and

WHEREAS, while *Plan El Paso* introduces the concept of “Complete Streets”, this updated 2022 Complete Streets Policy adds additional elements to strengthen implementation, community engagement, and internal departmental collaboration; and

WHEREAS, the *2014 Parks and Recreation Master Plan* set a target level of one mile of in-town trail for every 10,000 residents, and development of trails to reach that level are a high priority for the community; and

WHEREAS, the City Council passed a resolution adopting the National Association of City Transportation Officials (NACTO) *Urban Street Design Guide* and *Urban Bikeway Design Guide* in 2014 as the official design guidelines for capital improvement projects and other city funded street and roadway improvement;

WHEREAS, NACTO has released guidelines in recent years that address various components of a Complete Streets Policy, including *City Limits: Setting Safe Speed Limits on Urban Streets* and *Designing Streets for Kids*; and

WHEREAS, the *City of El Paso Bike Plan* was adopted on August 9, 2016 and incorporated as an addendum to *Plan El Paso*; and

WHEREAS, the *City of El Paso Bike Plan* included a full interconnected bike network map, showing current and proposed trails, called the *Bike Plan Atlas*; and

WHEREAS, the *25 by 2025 City of El Paso Strategic Plan* visionary goals align with Complete Streets Policy goals, such as stimulate economic growth through transit and to enhance the mobility experience (1.5), improve motorist safety and traffic management (2.4), improve the visual impression of the community (3.1), set one standard for infrastructure across the City (3.2), improve competitiveness through infrastructure improvements impacting the quality of life (7.2), implement improvements and activate programming that support and promote multimodal transportation (7.3), design and implement infrastructure project that maximize co-benefits (7.5), and to improve air quality (8.5); and

WHEREAS, the strategic vision for the City of El Paso includes providing exceptional recreational, cultural, and educational opportunities; and

WHEREAS, streets are the largest form of public space in the City with vast potential for our streets to become healthy, vibrant, and inviting places to be with pedestrian-scale lighting, shade trees, landscaping, green infrastructure, public art, walkable destinations, and other amenities; and

WHEREAS, an interconnected street network that safely accommodates all anticipated users and transportation modes, creates an important connection between amenities (i.e. parks, schools, businesses), which can lead to economic development, and improve overall quality of life; and

ORDINANCE NUMBER _____

22-1036-3580 | 1184833_2

Complete Streets

WHEREAS, bicycling is a key component of a multi-modal transportation system by improving the quality of life, providing transportation options, transforming and enhancing a community, and is an effective means to promote healthy activities for all ages and abilities; and

WHEREAS, the City continues to deal with public health challenges, and more importantly to provide equitable access to multimodal transportation alternatives that accommodate social distancing guidelines and ensure user safety; and

WHEREAS, a Complete Streets approach provides additional co-benefits through improvements in public health and air quality, increased access to outdoor recreation opportunities, reduced maintenance costs, increased property values, enhanced neighborhood safety, and aesthetics; and

WHEREAS, a Complete Streets Policy serves to create a connected, resilient, and equitable transportation network through a shift in street and road design that ensures equitable access to community resources for all people, including those who walk, bike, use a wheelchair, use public transportation, or drive; and

WHEREAS, the development of the July 2022 Complete Streets Policy has been guided by a diverse community coalition, to garner widespread community support for the policy; and

WHEREAS, the Complete Streets Policy supports the City of El Paso's vision of economic development, safe travel for all mobility users, active transportation; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF EL PASO, AS FOLLOWS:

Section 1. The City of El Paso adopts and approves the City of El Paso Complete Streets Policy - July 2022 as an addendum to Plan El Paso, attached as Exhibit A.

Section 2. In furtherance of the adopted policy, City officers and staff are authorized and directed to prepare a Complete Streets Implementation Plan based on the task outlined therein.

Section 3. City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this Ordinance.

(Signatures on the following page)

ORDINANCE NUMBER _____

22-1036-3580 | 1184833_2

Complete Streets

ADOPTED this _____ day of _____, 2022.

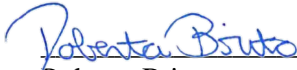
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

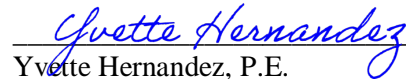
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
City Engineer

ORDINANCE NUMBER _____
22-1036-3580 | 1184833_2
Complete Streets



Acknowledgements

Mayor Oscar Leeser

City Council

Peter Svarzbein, *District 1*

Alexsandra Annello, *District 2*

Cassandra Hernandez, *District 3*

Joe Molinar, *District 4*

Isabel Salcido, *District 5*

Claudia Lizette Rodriguez, *District 6*

Henry Rivera, *District 7*

Cissy Lizarraga, *District 8*

City Managers & Deputies

Tommy Gonzalez, *City Manager*

Cary Westin, *Economic Development & Tourism*

Dionne Mack, *Public Safety*

Robert Cortinas, *Support & Financial Services*

Tracey Jerome, *Quality of Life*

Sam Rodriguez, *Public Works & Transportation*

Laura Cruz-Acosta, *Communications*

City Plan Commission

Chris Cummings

Diana Origel-Gutierrez

Dion Castro

Kevin Quinn

Bianca De Leon

Jose L. Reyes

Jose Guzman

Kathleen Staudt

Martina Lorey

Streets & Maintenance Department

Alfredo Austin, *Bicycle Program Coordinator*

Richard Bristol, *Director*

Randy Garcia, *Assistant Director*

Kyle Ibarra, *Program Manager*

Sergio Reyes, *Traffic and Transportation Engineer*

Hannah A. Allen, *Traffic Engineer Associate*

Planning & Inspections Department

Philip Etiwe, *Director - Planning and Inspections*

Kevin Smith, *Assistant Director for Planning*

Capital Improvement Department

Alex Hoffman, *Assitant Director for CID Planning*

Joaquin Rodriguez, *Complete Streets Project Manager*

Yvette Hernandez, *Director of C.I.D. Grant Funded Programs*

Community and Human Development

Nicole Ferrini, *Chief Resiliency Officer*

Fernando Berjano, *Sustainability Coordinator*

El Paso Complete Streets Coalition

AARP

Action for Healthy Kids

American Heart Association

Center for Community Health Impact

Centro San Vicente

CityHealth

El Paso Diabetes Association

El Paso Independent School District

Frontera Land Alliance

Green Hope Project

LiveActive EP

Medical Center of the Americas

Paso del Norte Health Foundation

Podium Finish

Quantum Engineering Consultants

Race El Paso

Rio Grande Area Agency on Aging

Smart Growth America

Texas Tech University Health Science Center

Velo Paso

Volar Center for Independent Living

YMCA



Table of Contents

Vision, Intent, and Guiding Principles	2
Vision and Intent	3
Guiding Principles	5
Equity, Diversity, and Inclusivity	8
Commitment in All Projects and Phases	10
Implementation Steps	12
Coordination, Implementation, and Oversight	13
Technical Review Committee (TRC)	13
Mobility Advisory Committee (MAC)	14
Implementation Strategy	15
Jurisdiction	18
Design	20
Land Use and Context Sensitivity	22
Performance Measurement, Reporting, and Accountability	24
Performance Measurement and Reporting	25
Near-term Performance Indicators	25
Mid-term Performance Indicators	25
Long-term Performance Indicators	26
Recommended Performance Measures	27
Changes to the Transportation Planning Process	27
New Complete Streets Investments	28
Community Benefits - Project Based	29
Community Benefits - Long-term/Benchmarking	29
Project Selection Criteria	30
Clear, Accountable Exceptions	32



Vision, Intent, and Guiding Principles



Wide sidewalks, buffered bike lanes, shade trees, and pedestrian-scale lighting are important components of complete streets

Vision and Intent

Quality of life is a top priority for the residents and leaders of El Paso, with recent investments made to improve parks and expand trails, increase access to public transportation, and address public health concerns. City streets are public spaces that can be used to address these priorities.

A Complete Streets policy serves to create a connected, resilient, and equitable transportation network through a shift in street and road design that ensures equitable access to community resources for all people, including those who walk, bike, use a wheelchair, use public transportation, or drive. In addition to establishing a safe and equitable transportation network, a complete streets approach provides additional co-benefits through improvements in public health and air quality, increased access to outdoor recreation opportunities, reduced maintenance costs, increased property values, and enhanced neighborhood safety and aesthetics.

Through this policy, the City of El Paso confirms its commitment to integrating and prioritizing multimodal transportation options in all street and road projects. **This Complete Streets Policy directly supports the transportation goals outlined in Plan El Paso and the Livable City Sustainability Plan “to become the least car-dependent city in the Southwest through meaningful travel options and land-use patterns that support walkability, livability, and sustainability.”** This policy will also directly support the goals outlined in the 25 by 2025 City of El Paso Strategic Plan, such as:

- 1.5** - Stimulate economic growth through transit and bridges
- 2.4** - Improve motorist safety and traffic management solutions
- 3.1** - Improve the visual impression of the community (gateways, corridors, intersections, and parkland)
- 3.2** - Set one standard for infrastructure across the City
- 7.2** - Improve competitiveness through infrastructure improvements impacting the quality of life
- 7.3** - Implement improvements and activate programming that support and promote multimodal transportation
- 7.5** - Design and implement infrastructure projects that maximize co-benefits, simultaneously addressing climatic and social stressors such as flooding, heat and energy, and citizen mobility update
- 8.5** - Improve air quality throughout El Paso

The City shall consistently support, plan, design, construct, and operate an interconnected street network that safely accommodates all anticipated users and transportation modes. Attention shall be given to the safety and comfort needs of the most vulnerable individuals on our streets—people walking, biking, taking transit, exercising and using wheelchairs or other mobility devices as well as other individuals with visual or hearing disabilities—while still balancing the needs of those driving private, commercial, freight, and emergency vehicles. This policy recognizes that all modes cannot receive the same type of accommodation on every street; the overarching goal is that everyone has the ability to access the transportation system and travel throughout the network in a safe and comfortable manner. **To accomplish this goal, the City is committed to prioritize transportation investments which make walking, biking, public transit, and shared mobility safe, attractive, and viable travel options in El Paso.**

In addition to their transportation function, streets are the largest form of public space in the City.

Therefore, by implementing this policy, the City intends to enhance the potential of our streets to become healthy, vibrant, and inviting “places to be” with pedestrian-scale lighting, shade trees, landscaping, green infrastructure, public art, walkable destinations, and other amenities. As the City continues to deal with public health challenges it is more important than ever to provide equitable access to multimodal transportation alternatives that accommodate social distancing guidelines and ensure user safety.



Stanton Street accommodates the needs of all road users, including transit riders of the street car, cyclists within the protected cycle track with dedicated bike signals, leading-pedestrian interval signal phases, and automotive travel lanes.

Guiding Principles

This Policy is built upon the following six guiding principles and provides a framework for integrating a Complete Streets approach into the plans, policies, decision-making processes, funding priorities, and other everyday practices of the Capital Improvement Department (CID), Streets and Maintenance Department (SAM), Planning and Inspections Department (P&I), as well as other relevant city departments.

Safety - Complete Streets provide a safe travel experience to all users, including drivers, and are an effective strategy to eliminating preventable traffic fatalities.



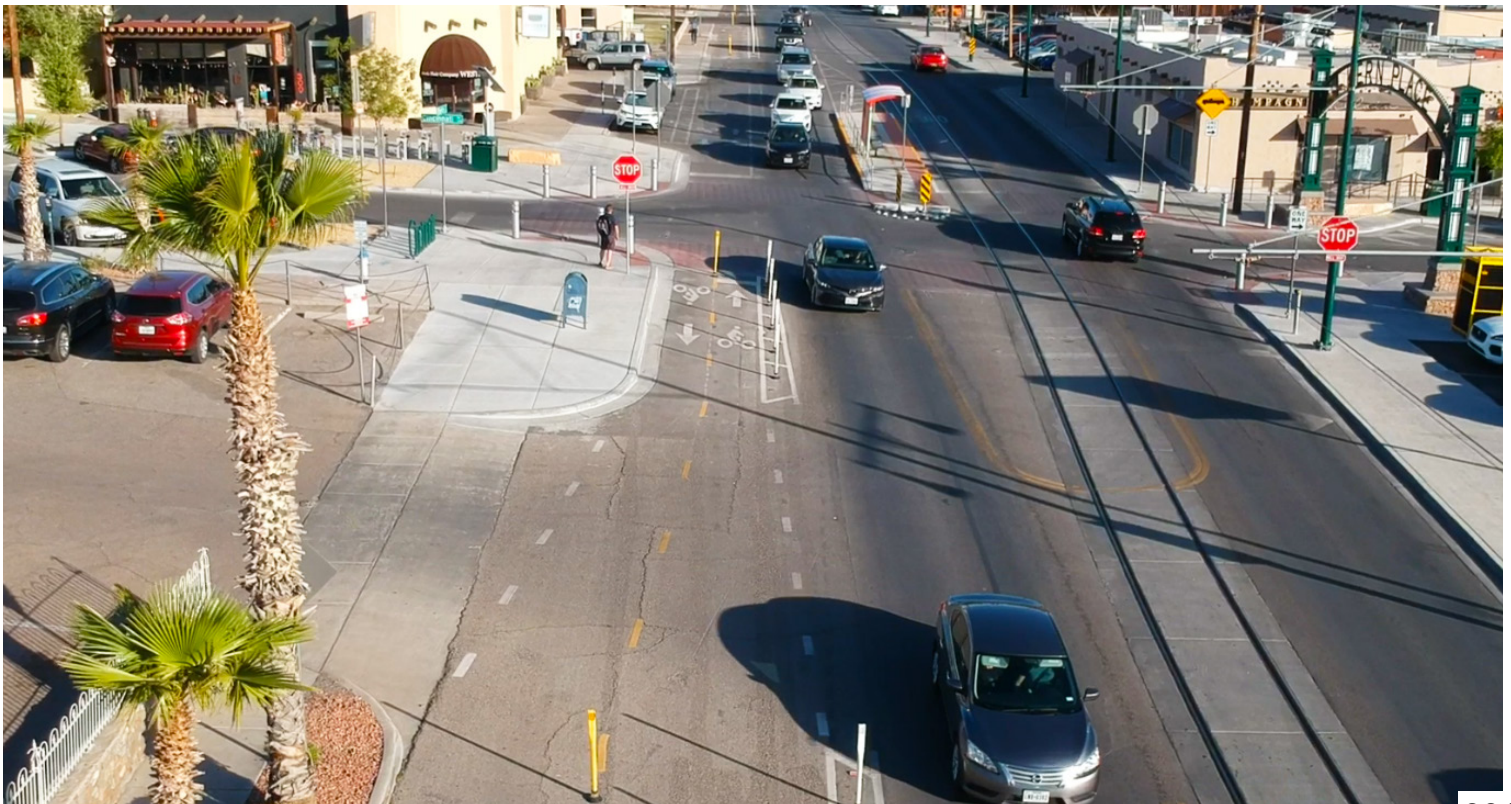
Accessibility - Complete Streets serve people of all ages and abilities by including design elements such as curb ramps to accommodate users with mobility issues. Regular maintenance is critical to ensuring that sidewalks and bike lanes stay clear of sediment, debris, or ponding water.



Equity, Diversity, And Inclusivity - Complete Streets elements are implemented equitably and inclusively throughout the city, with targeted outreach and implementation programs to address the most vulnerable and under-invested neighborhoods.



Land Use - Complete Streets incorporate context sensitive, flexible design approaches that consider the surrounding community's current and expected land use and transportation needs when designing and implementing pedestrian, cyclist, and transit facilities.



Environment - Complete Streets preserve and protect El Paso's environment and improve health by providing opportunities for active transportation, reducing vehicle miles traveled, decreasing pollution caused by motor vehicles, and managing stormwater through the implementation of green infrastructure.



Economic Vitality - Complete Streets help spur economic development by supporting business and job creation, promoting resiliency in the workforce through access to multiple mobility options, and through increased property values for homeowners and increased property tax revenue for the City.



Equity, Diversity, and Inclusivity



The City of El Paso is committed to advancing transportation equity through the Complete Streets approach by investing in the most underserved communities, involving the people who have historically been excluded from the transportation planning process, and prioritizing projects and roadway designs that serve the most vulnerable users of the transportation network. The City's unique geographic location, binational culture, and close economic relationship with Ciudad Juarez should be considered when identifying and developing multimodal corridors in order to serve the millions of international tourists that cross into El Paso's ports of entry as pedestrians or cyclists.

There are populations and communities within our City that face higher transportation burdens and experience greater barriers to accessing resources and opportunities, as well as disenfranchised populations and communities that have traditionally been underrepresented in city planning and decision-making processes. These populations include low-income individuals, people of color, senior residents, children, youth, people with disabilities, and people living in households without access to a private automobile.

Each of these groups are either at higher risk of injury or death while walking or biking and/or more likely to walk, bike or use public transit than the population as a whole and, therefore, need to be considered specifically when improving the transportation environment. **To begin to address these inequities, the City shall incorporate equity criteria into the project prioritizing process and develop an inclusive community engagement plan to reach our most vulnerable users and underrepresented populations** (as outlined in *Project Selection Criteria*). It is important to incorporate equity criteria when evaluating maintenance as well in order to maintain accessibility for everybody, including the most vulnerable users.



Proper design and regular maintenance are critical to preventing accessibility issues caused by erosion and flooding.

Commitment in All Projects and Phases



All transportation projects are potential opportunities to make the transportation network safer, as well as more accessible, convenient, affordable, resilient, and reliable. Therefore, this Complete Streets Policy shall inform decision making throughout all phases of all transportation projects, from planning through design and construction, in order to ensure safe and equitable access to the transportation network. These procedures and core principles shall apply to all transportation projects including new construction, reconstruction, resurfacing, restoration and rehabilitation.

Construction and repair work can create a burden especially for people walking, biking, or using wheelchairs or other mobility devices. Therefore, the City shall require that all public departments and private contractors provide accommodations for people using all modes of transportation to continue to use the street safely during any construction or repair work that infringes upon the right-of-way, sidewalk, bicycle lanes, transit stops, or accessibility infrastructure such as curb ramps in accordance with this policy and the Manual for Uniform Traffic Control Devices (MUTCD).



Out of service Brio station due to Mesa Street reconstruction. Close coordination between the City and other project sponsors, such as TxDOT, could lead to expedited construction immediately near transit stops to reduce out of service time

Implementation Steps



Coordination, Implementation, and Oversight

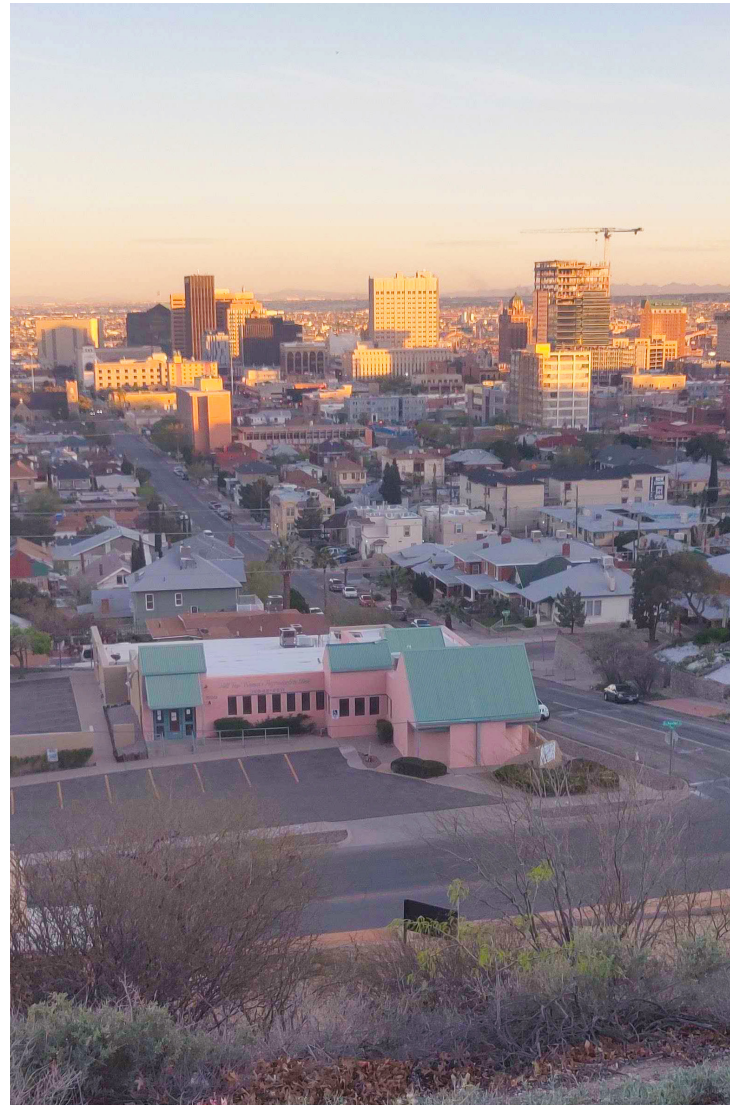
In implementing this policy, the City shall make the Complete Streets approach a routine and integral part of its everyday practices and shall approach every transportation project as an opportunity to enhance mobility for people using all modes of transportation. The City shall establish two committees, the Technical Review Committee and the Mobility Advisory Committee, to ensure successful implementation of this policy and facilitate internal City coordination, public oversight, and community engagement.

Technical Review Committee (TRC)

The Technical Review Committee will be responsible for overseeing internal implementation and ensuring the interdepartmental coordination of projects with Complete Streets design elements. The TRC shall also invite external issue area experts, such as representatives from academic institutions, advocacy groups, community organizations, or local and national planning and transportation organizations, as needed to provide technical support to the committee. The TRC will meet at the request of the Chair as frequently as required to perform its duties and at least once per quarter, in-line with Capital Improvement Department project status quarterly updates.

The TRC shall comprise the following representatives:

- Capital Improvement (Chair of the Committee)
- Streets and Maintenance (Co-chair)
- Planning and Inspections (Co-chair)
- Parks and Recreation
- Community and Human Development
- El Paso Fire Department
- El Paso Police Department
- El Paso Water Utilities/Public Service Board
- Environmental Services
- Sun Metro/Mass Transit Department
- Office of Accessibility & ADA
- Public Health
- LiveActive EP
- At least one representative from the Mobility Advisory Committee



Mobility Advisory Committee (MAC)

The Mobility Advisory Committee (MAC) will help provide oversight and accountability for the Complete Streets Policy. The MAC will work in tandem with the TRC to provide input on the implementation steps described below, as well as on the review of exceptions, project prioritization and selection, funding allocation, and advocacy and engagement around Complete Streets projects. This committee provides an opportunity for direct public involvement in the Complete Streets process, both through volunteer opportunities to serve on the committee as well as the opportunity to review and comment on the publicly available agenda items and any relevant projects.

This committee shall consist of diverse stakeholders, including representatives from the general public as well as different sectors, industries, and issue areas such as transportation, health, education, environment, environmental justice, social equity, public art, economic development, business, and construction. The committee shall also include representatives from advocacy groups and organizations working with communities prioritized within the *Project Selection Criteria*. To the extent possible, the MAC shall provide a holistic representation of El Paso's diversity and include members reflective of regional demographics. Senior level staff from CIP, SAM, P&I, and other appropriate City departments will participate in MAC meetings to ensure accountability, communication, and action. This can be accomplished by including non-voting advisors to ensure that all desired roles and perspectives are represented.

Within 90 days of policy adoption, CID, SAM, and P&I, in consultation with the Technical Review Committee, shall draft enabling policy that creates the new Mobility Advisory Committee and clearly defines the roles, responsibilities, and makeup of the committee. This document will also describe how the TRC will interface with the MAC.

The structure of the Mobility Advisory Committee shall be guided by the following principles:

- Follows best practices in **collaborative decision-making and community empowerment**
- Includes **diverse representation from key stakeholder groups** mentioned above
- Brings **accountability** to the implementation of this Complete Streets Policy
- **Fostering collaboration** between City staff and external stakeholders
- Facilitated by a neutral, professional facilitator

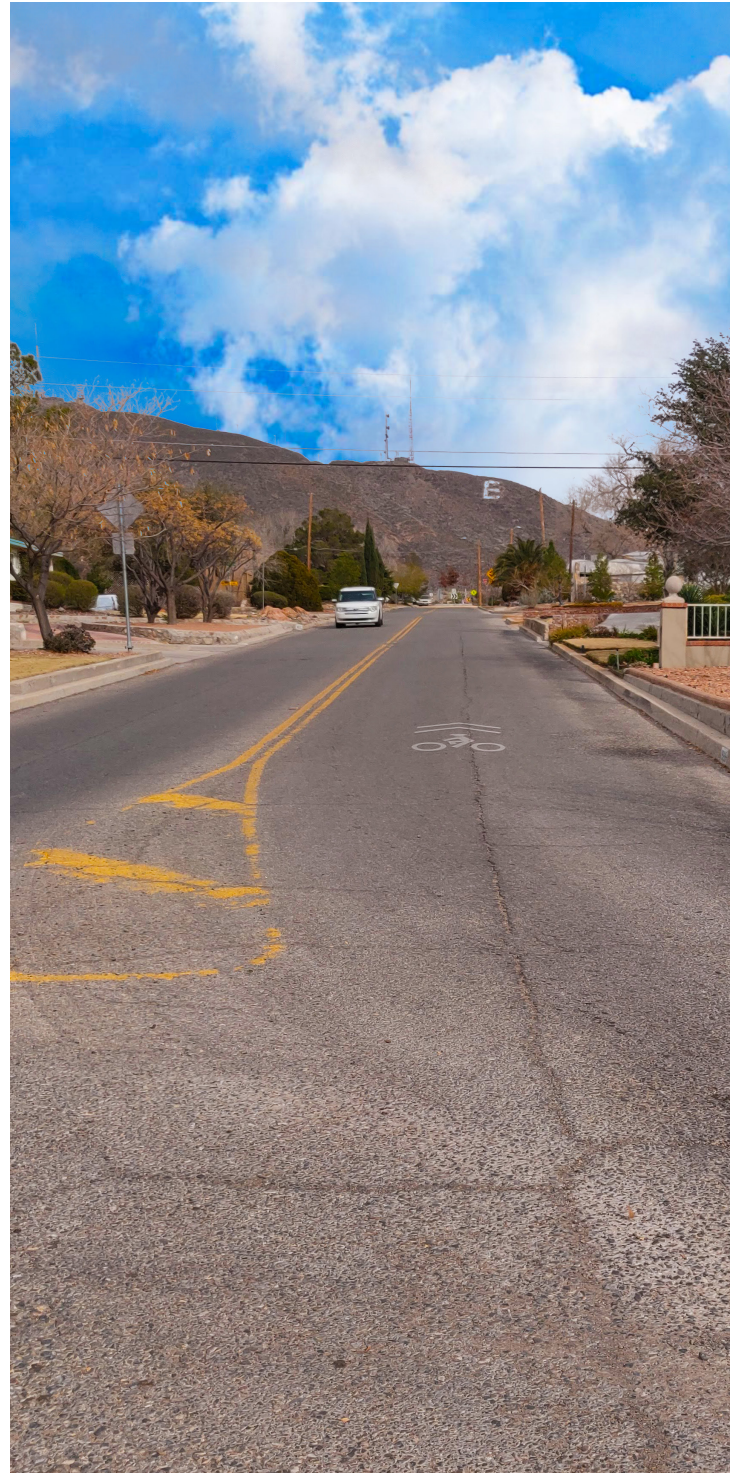


Implementation Strategy

The Technical Review Committee (TRC) and the Mobility Advisory Committee (MAC) shall take the lead on implementation of this Complete Streets Policy. Within six months of policy adoption, the Technical Review Committee and the Mobility Advisory Committee shall start developing a Complete Streets Implementation Plan addressing all items listed below and shall identify a deadline for the completion of the implementation plan.

The progress on implementation shall be documented in annual reports, and timelines for completing identified tasks, such as reviews and revisions of existing documents and development of new plans, tools, or performance measures shall be established.

1. **Designate a Complete Streets Program Manager** to oversee all aspects of the Complete Streets Policy including its implementation.
2. **Offer training opportunities** at least once per fiscal year to boost staff capacity in Complete Streets Policy implementation. Trainings can focus on Complete Streets design and implementation, community engagement, equity, smart technology, or other relevant topics. The City shall also encourage and facilitate professional development in the Complete Streets approach by providing opportunities to attend national conferences, virtual web trainings, and other training opportunities. Complete Streets MAC members shall be included in these trainings, as appropriate. **The City shall provide opportunities for the general public to participate in Complete Street training in order to increase awareness and improve community understanding for these types of projects.**
3. Identify, review, and revise existing relevant procedures, plans, regulations, and other processes for consistency with the Complete Streets Policy.
4. **Review and revise street design standards currently used in the planning, designing, and implementation phases of transportation projects to ensure that they reflect the best available design guidelines for effectively implementing Complete Streets facilities.** The City is currently updating standards to reflect Complete Streets. This manual may also be incorporated into current comprehensive design standard updates and will be made publicly available online.



5. **Develop a project prioritization tool** as outlined in *Project Selection Criteria*.
6. **Identify performance targets and select performance measures** as outlined in *Performance Measurement, Reporting, and Accountability*.
7. **Develop and adopt other tools, such as a Complete Streets Checklist**, as necessary to help guide project implementation.
8. **Identify ways to improve other City practices** to better align with the goals of the Complete Streets Policy and changing trends in the industry, **including multimodal level of service analysis** and multimodal trip generation methods for transportation impact studies.
9. **Proactively implement automobile speed-management strategies**—such as right-sizing, striping narrower lanes, narrowing turn radii, and adding traffic-calming/green infrastructure features like speed tables, neighborhood traffic circles, curb extensions, and chicanes—**during planned maintenance and operations as well as retrofitting projects**.
10. **Experiment with the use of “lighter-quicker-cheaper” techniques and temporary materials**—like paint, planters, and portable street furnishings—for a variety of Complete Streets enhancements (such as protected bike lanes, traffic calming and management features, plazas, parklets, and intersection safety improvements), **to test out ideas, implement pilot projects, and gather community input more quickly**.



Concrete splitter islands are a complete street design element that reduce the width of a travel lane to promote reduced vehicle speeds; This design also provides a pedestrian refuge within the concrete curb. Textured crosswalk elements promote slower vehicle speeds and colored concrete or painted asphalt alerts drivers to increased pedestrian activity.

11. **Develop a plan for accommodating each mode of transportation at a network or system level**, in addition to such considerations at the project level. This process may include the completion of a Mobility Master Plan, a Pedestrian Master Plan, a Bicycle Master Plan, a Transit Master Plan, and/or a Freight Master Plan. It may also include the adoption of an Expanded Functional Classification System and/or a street typology system to provide a multi-modal emphasis and a context-sensitive approach in the way streets are classified and designed.
12. **Facilitate coordinated implementation of both the Complete Streets Policy and existing plans and policies that support the creation of Complete Streets**, including but not limited to Plan El Paso, the City of El Paso Bike Plan, the Americans with Disabilities Act (ADA) Transition Plan, the Vision Zero Safety Action Plan, and Green Infrastructure/Green Street principles such as those in the Onward Alameda Corridor Plan.
13. **Create a plan to ensure robust, meaningful, and inclusive community engagement, with a particular emphasis on engagement of communities that have traditionally been underrepresented in city planning and decision-making processes.** The plan shall include specific strategies for overcoming barriers to engagement associated with race/ethnicity, income, age, disability, English language proficiency, vehicle access, non-traditional schedules, and other factors linked to historic disenfranchisement. **The plan shall include an evaluation of these outreach efforts to include in the annual report**, as detailed in *Performance Measurement, Reporting, and Accountability*.
14. **Actively seek sources of public and private funding** to assist in the implementation of this Policy.



A “lighter-quicker-cheaper” (as mentioned in Implementation Strategy item 10) splitter island design utilizes paint to visually narrow the travel lanes and promote reduced vehicle speeds at significantly reduced costs compared to a concrete splitter island.

Jurisdiction



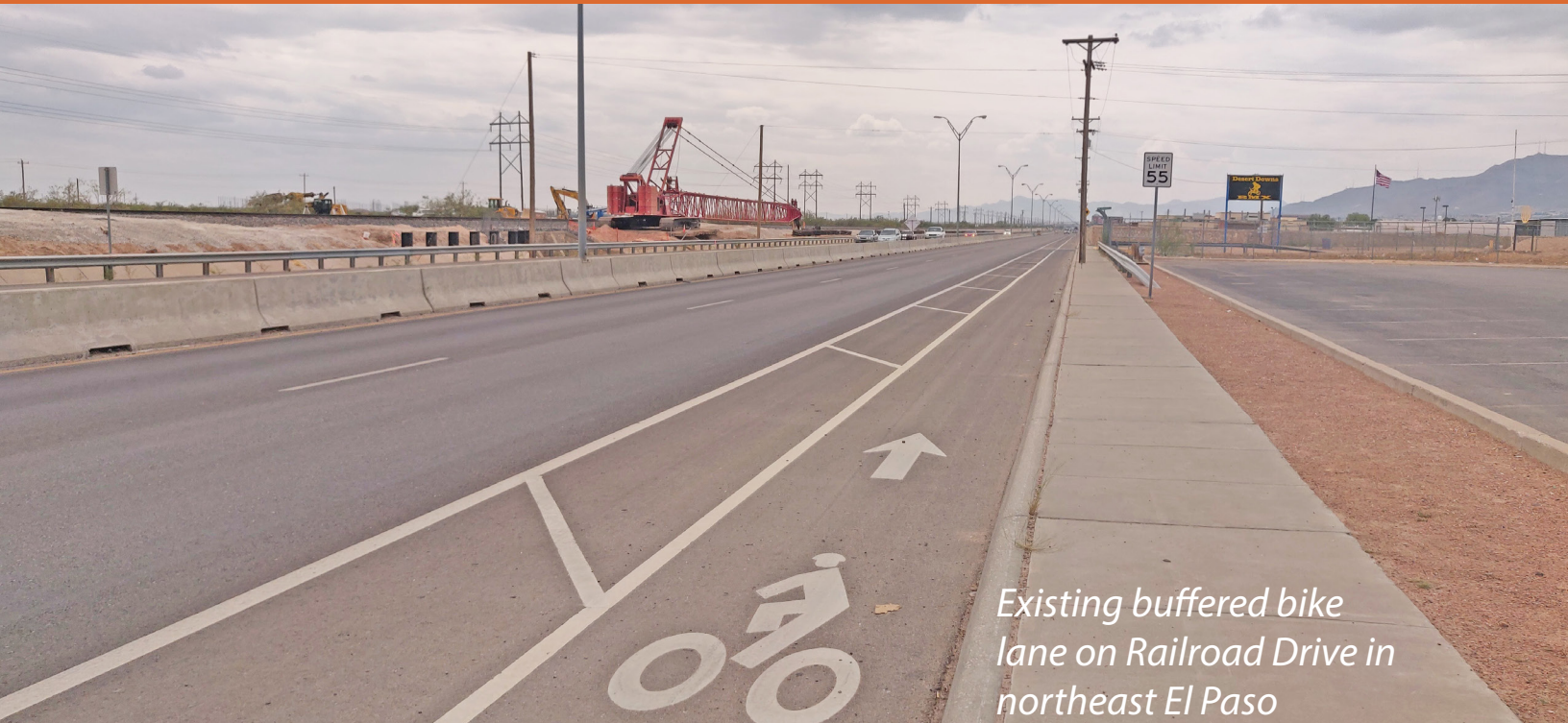
In 2012, the City adopted a Complete Streets Policy that established the ambitious goal “to become the least car-dependent City in the Southwest through meaningful travel options and land-use patterns that support walkability, livability, and sustainability. Over time, El Paso will join the ranks of the most walkable and transit-rich metropolitan areas in the country.” This policy resulted in new street design cross-sections and multi-modal considerations that have placed a larger emphasis on transit and cycling opportunities.

This updated Complete Streets Policy incorporates a more robust, equitable, and accountable framework for expanding El Paso’s complete street network. Successful and effective implementation of this policy will require collaboration between multiple city departments and other entities (both private and public). Clear and effective communication between all parties and awareness of the policy will be necessary to identify opportunities to incorporate Complete Streets elements and to implement them. **The City shall ensure internal coordination among its departments to effectively and strategically implement the Complete Streets Policy while making the best use of fiscal resources.** The City should also seek to identify opportunities to work with surrounding municipalities in order to identify potential complete street corridors throughout the region to complement investments within City limits.

The City shall make every effort to work with other entities such as the County of El Paso, Rio Grande Council of Governments (RGCOG), the Texas Department of Transportation (TxDOT), the Metropolitan Planning Organization (MPO), the Camino Real Regional Mobility Authority (CRRMA), Fort Bliss, school districts, surrounding municipalities, and other public and private utilities **to develop facilities and accommodations that further the City’s vision of a connected, integrated transportation network.** In addition, to the extent possible, the City shall work closely with relevant entities to incorporate Complete Streets elements into transportation projects that are located within the City boundaries but are not under the direct control of the city, such as state-owned roadways.

In some cases, projects that impact the right-of-way are managed and funded by private partners, such as traditional suburban residential neighborhoods. Thus, to ensure consistency in new construction or reconstruction of public streets, **the City shall ensure that private development will comply with this Policy through design and development standards that will be incorporated into applicable standards and codes,** such as the Design Standards for Construction (DSC), Unified Development Code, Street Design Manual, and Technical Standards Manual.

Design



Existing buffered bike lane on Railroad Drive in northeast El Paso



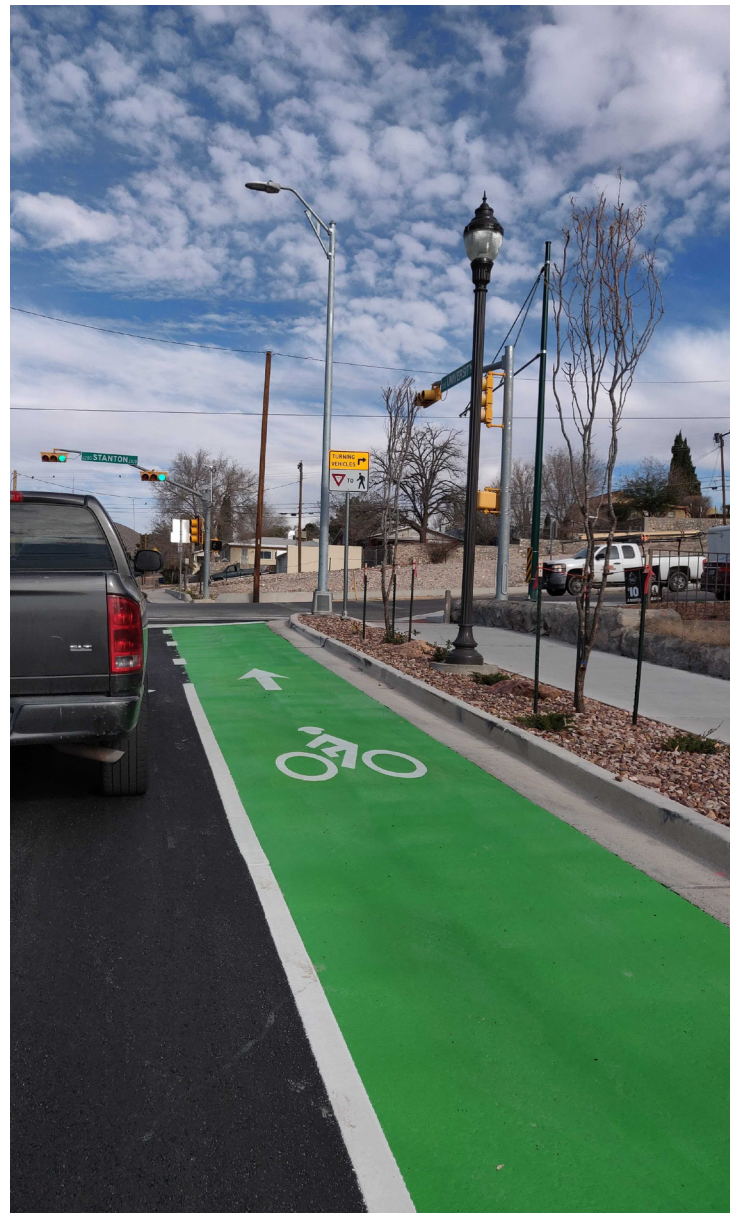
Conceptual rendering of complete streets design elements along Railroad Drive in northeast El Paso

The City of El Paso has taken major steps in recent years to confirm their commitment to using industry best practices, innovative design trends, and design standards and guidelines to maximize design flexibility, implementation, and to ensure that streets are safe and comfortable for all people. In 2014, City Council passed a resolution adopting the National Association of City Transportation Officials (NACTO) “Urban Street Design Guide” and “Urban Bikeway Design Guide” as the official design guidelines for capital improvement projects and other city funded street and roadway improvement projects within the City of El Paso. These important steps have led to the implementation of new street cross-sections and an increased focus on improving multimodal transportation alternatives.

NACTO has released guidelines in recent years that address various components of this Complete Streets Policy, including “City Limits: Setting Safe Speed Limits on Urban Streets” and “Designing Streets for Kids.” The City shall follow established design standards that provide guidance on multimodal street design and support Complete Streets. These may include, but are not limited to, the following:

- NACTO, Urban Street Design Guide (City of El Paso resolution, May 2014)
- NACTO, Urban Bikeway Design Guide (City of El Paso resolution, May 2014)
- NACTO, Transit Street Design Guide
- NACTO, Urban Street Stormwater Guide
- NACTO, City Limits: Setting Safe Speeds Limits on Urban Streets
- NACTO, Designing Streets for Kids
- The Institute of Transportation Engineers (ITE), Implementing Context Sensitive Design on Multimodal Corridors: A Practitioner’s Handbook
- The Institute of Transportation Engineers (ITE), Designing Walkable Urban Thoroughfares: A Context Sensitive Approach
- AASHTO, Guide for Planning, Designing, and Operating Pedestrian Facilities
- AASHTO, Guide for the Development of Bicycle Facilities

NACTO offers high-level best practices for cities and this policy helps apply these standards locally to ensure safe streets, building on the NACTO framework and calibrating it for El Paso’s specific needs and challenges. When fulfilling this Complete Streets policy, the City will follow the design manuals, standards, and guidelines above, as applicable. This does not preclude the consideration of innovative or non-traditional design options where a comparable level of safety for users is present or provided.



A high-visibility bike lane along University Avenue.

Land Use and Context Sensitivity



The Complete Streets approach is a flexible, context-sensitive solution that requires a thorough examination of a street's intended function and purpose. Not all streets will include the exact same elements to accommodate all modes of transportation in the same manner. **Implementation of Complete Streets design elements must be done with respect to the surrounding community, its natural and built environments, demographics, current and future land uses, and transportation needs.** In addition to improving safety and mobility, this approach to process and design aims to support a range of goals—such as enhancing scenic, historic, and environmental resources, ensuring access to businesses, and allowing for roadway designs to be flexible and sensitive to community needs and values—to better balance transportation, economic, social, and environmental objectives.

There is an inextricable connection between land use and transportation. Transportation facilities and investments influence development and neighborhood character. In turn, land use and development patterns affect travel patterns and help determine whether walking, biking, and public transportation are appealing and convenient transportation options. Therefore, **complementary land use policies and zoning ordinances are needed for effective Complete Streets Policy implementation to occur**, for example, by facilitating the creation of walkable neighborhood destinations as well as higher density, mixed-use, transit-oriented development in appropriate locations such as along high capacity transit corridors.

Per this policy:

1. **The City shall continue to support coordination between relevant departments**, including Capital Improvement Department (CID), Streets and Maintenance Department (SAM), and Planning & Inspections Department (P&I), **to identify opportunities to integrate land use and transportation in plans, policies, and practices.**
2. In certain instances, significant public investment in transportation infrastructure can trigger an increase in land values and housing costs. **In the planning phases of largescale transportation projects, the City shall ensure collaboration between its CID, SAM, P&I, and Community and Human Development departments to thoroughly consider measures to preserve housing affordability and increase new affordable housing options in order to help meet community needs and mitigate unintended consequences such as involuntary displacement.**
3. **The City shall review and, in coordination with our development community, revise land use policies, plans, zoning ordinances, and/or other relevant documents and procedures to incorporate the vision of the Complete Streets Policy.** This could include Resilient El Paso, the International Building Code, and Major Thoroughfare Plan. After a comprehensive review of existing documents, a timeline shall be established for the revisions to be completed.
4. In revising existing, or developing new, transportation plans and/or design guidelines, **the City shall specify how transportation projects will serve current and future land uses and shall consider developing new street typologies** that take into account the densities, context, and local character of the surrounding neighborhoods and natural environments, as well as adjacent land uses.

Performance Measurement, Reporting, and Accountability



Intersection bulb-outs reduce crossing times for pedestrians and encourage slower vehicle speeds; Bulb-outs provide excellent opportunities to incorporate green infrastructure into the expanded parkway

Performance Measurement and Reporting

The City is committed to tracking and evaluating the progress of its Complete Streets Policy implementation. The Technical Review Committee shall establish performance targets and identify performance measures, informed by the policy's guiding principles and the City's Strategic Goals, under the following categories in consultation with the Mobility Advisory Committee and any additional experts, as needed.

Near-term Performance Indicators

Related to changes to the transportation planning process to make the Complete Streets approach a routine part of day-to-day decision making. The performance measures in this category will include, but are not limited to:

- Progress on updating existing documents and procedures
- Progress on training staff
- Progress on facilitating robust and inclusive community engagement
- Progress on engaging under-resourced and under-invested communities



Mid-term Performance Indicators

Related to new Complete Streets investments. The performance measures in this category will include, but are not limited to:

- Progress on funding and implementing infrastructure projects that improve multimodal mobility, enhance network connectivity, improve accessibility, and increase shade
- Progress on funding and implementing street trees, rain harvesting, and green infrastructure
- Progress on retrofitting streets in established neighborhoods to meet current accessibility standards

Long-term Performance Indicators

Related to community-wide benefits and will require close collaboration with regional institutions and organizations. The performance measures in this category will include, but are not limited to:

- Reduced traffic fatalities
- Increase in outdoor recreation
- Jobs created
- Increased job accessibility
- Increased physical activity
- Improved cardiovascular public health metrics
- Reduced vehicle miles traveled
- Biodiversity
- Changes in travel mode
- Specific evaluation of complete streets investments in under-resourced and under-invested communities

The performance measure development process will involve considerations such as data availability and strategies for systematic collection of data over time. The process will include entities responsible for collecting it as well as possible partnerships with entities outside of the City, such as the El Paso County Health Department, the Medical Center of the Americas, Texas Tech University, The University of Texas at El Paso, hospital systems, economic development organizations, local advocacy organizations, and other educational institutions.

Performance measure tracking and reporting may start with utilizing existing data, and the collection of additional important data may be phased in.

These performance measures include both quantitative and qualitative data collection methods (such as intercept surveys, focus groups, and interviews) that highlight the perspectives and experiences of individuals, thereby painting a more holistic picture of how Complete Streets Policy implementation impacts the lives of community members. Measures of equity shall be integrated into the performance measures to track progress on inclusive community engagement and the relative share of projects implemented in low-income communities, communities of color, and low-vehicle-ownership neighborhoods, in accordance with the project prioritization tool referenced in *Project Selection Criteria*.

In partnership with the Mobility Advisory Committee, **the Technical Review Committee shall produce an annual report documenting the progress of Complete Streets Policy implementation**—including performance targets, performance measures to be collected every two years, exceptions granted to this Policy along with documented reasons, and an update on the items outlined in the implementation guidelines under *Clear, Accountable Exceptions*. **This annual report shall be presented to the Mayor and City Council and be made publicly available online.**



Recommended Performance Measures

Changes to the Transportation Planning Process

Engaging the Public

- Quality and quantity of community engagement throughout all phases of transportation projects, to **facilitate inclusive participation that is representative of populations affected by Complete Streets projects** and/or related policy decisions, in accordance with the community engagement plan; incorporation of “non-traditional” or creative public engagement opportunities such as “pop-up” demonstrations of proposed street redesigns, block parties, working with paid community liaisons to facilitate outreach, and other ways of “going to the people” and meeting community members where they naturally convene rather than solely

holding meetings and expecting them to come; community input expressly integrated into projects and policies

Updating Documents

- Review/revision of plans, policies, design standards, and other relevant documents and procedures to support a Complete Streets approach

Training and Hiring Staff

- Percentage of staff trained, hours and content of trainings; incorporation of “Complete Streets expertise” in CID, SAM, Planning and Inspections hiring criteria



New Complete Streets Investments

Projects

- Mileage, type, and location of new or improved walking, biking, and transit facilities that increases pedestrian, bicycle, and/or transit level of service (for example, Multimodal Transportation Impact Analysis)
- Relative share of projects implemented in low-income communities, communities of color, and low vehicle-ownership neighborhoods (in accordance with project prioritization tool referenced in *Project Selection Criteria*) to track equitable implementation

Public Perception

- Changes in people's perceptions of safety and comfort levels, reported through intercept surveys or similar methods

Funding

- Total and percentage of transportation funding allocated to projects that improve pedestrian, bicycle, and/or transit level of service (for example, Multimodal Transportation Impact Analysis)
- Distribution of funding with respect to equity criteria (in accordance with project prioritization tool referenced in *Project Selection Criteria*)

Green Infrastructure and Shade

- Amount of green infrastructure and street trees incorporated in transportation projects
- Increase in stormwater harvesting capacity and tree canopy coverage within the right-of-way

Accessibility and Connectivity

- Progress on construction or installation of accessibility features in compliance with the requirements of the Americans with Disabilities Act (ADA) and Rehabilitation Act (may be through implementation of the ADA Transition Plan)
- Progress on implementation of the City of El Paso Bike Plan
- Gaps filled in walking, biking, and public transit networks (as referenced in Item 11 of the Implementation Chart in *Clear, Accountable Exceptions*)
- First mile/last mile transit access connections
- Improved access to jobs and community destinations
- Increased street lighting



Community Benefits - Project Based

Travel Behavior

- Changes in pedestrian and cyclist volumes and/or transit ridership and average daily traffic (ADT) as appropriate

Safety

- Changes in the number and rate of crashes by mode and severity
- Changes in motor vehicle speed and travel times
- Number and types of citations issued and/or traffic violations observed
- People's perceptions of safety, measured through intercept surveys or similar methods
- Changes in violent crime rates as a measure non-traffic safety, as appropriate

Equity

- Changes in combined costs of housing and transportation where major Complete Streets improvements are implemented (in addition to the equity criteria associated with project selection, funding allocation, and community engagement, as outlined in previous sections)

Quality of Life

- Changes in the perceived quality of life of residents in neighborhoods adjacent to implemented projects

Economic Vitality

- Changes in property values, vacancy rates, retail sales, number of overall business establishments and local businesses, and associated jobs attracted to the project area
- Business owner and customer perceptions and travel mode choices measured through surveys
- Temporary construction jobs created
- Permanent maintenance jobs created

Job Creation

- Number of jobs created by facility type (complete streets/multimodal vs traditional infrastructure projects)

Community Benefits - Long-Term/ Benchmarking

Travel Behavior

- City-wide changes in mode split and vehicle miles traveled (VMT) and/or single occupancy auto commute trips over time

Safety

- Number, rate, and location of crashes by mode and severity
- Injury and fatality rates by population characteristics such as race, income, gender, and age

Equity

- Percent of populations identified in the project prioritization tool (referenced in *Project Selection Criteria*) that are served by and have direct access to Complete Streets facilities
- Changes in housing and transportation costs over time for these populations

Health

- Rates of hypertension, heart disease, diabetes, obesity, asthma, depression, and other chronic illnesses by race and income over time
- Rates of meeting physical activity recommendations by race and income over time

Air Quality

- Changes in the annual number of "Good" and "Moderate" days according to the Air Quality Index
- Changes in El Paso's nonattainment status for PM10

International Travel

- Changes in the annual percentage of cross-border trips made by pedestrians and cyclists

Project Selection Criteria



Many streets in El Paso's central core do need meet current accessibility standards

Allocating funding for projects with Complete Streets design elements is critical to developing a safe, accessible, and interconnected transportation network. These projects should be prioritized for planning, funding, and development in order to quickly and efficiently build-out Complete Street corridors.

To facilitate that prioritization, the Technical Review Committee in consultation with the Mobility Advisory Committee shall develop a project evaluation tool, based on metrics and points, to evaluate capital projects and expedite those that improve safety and improve multimodal level of service.

This tool will incorporate criteria to reward projects that incorporate elements such as:

- Connectivity to Sun Metro, Brio, or Streetcar service
- Connectivity to existing and planned bike lanes, walking paths, or trails
- Traffic calming elements
- Low-impact design elements, green infrastructure, water harvesting
- Increased shade canopy, edible landscaping elements
- Pedestrian-scale lighting
- Bicycle amenities (bike racks, bike repair stations, bike parking)

The tool shall further prioritize projects with Complete Streets elements in neighborhoods where residents disproportionately rely on low-cost mobility options and shall, at a minimum, include criteria to direct investment to neighborhoods with higher concentrations of low-income individuals, people of color, and households without access to a private automobile.

These criteria should also reward projects being proposed in the following areas:

- Communities with previous under-investment
- Neighborhoods with historically marginalized populations
- Areas with environmental justice concerns
- Neighborhoods with high concentrations of low-income individuals
- Areas with low private automobile ownership
- Streets near schools, parks, and libraries
- Streets near international ports of entry
- Along targeted transit corridors

Any regional or local projects already prioritized for funding in the Transportation Improvement Program (TIP) prior to developing the project prioritization tool will automatically be included in the priority list, though projects shall include as many Complete Streets elements as possible within the criteria set by the funding source. The tool shall also include other equity-focused criteria to prioritize projects that directly benefit other vulnerable users of the transportation system such as children, older adults, and people with disabilities. Health impact assessments may also be utilized during the project decision-making processes in order to evaluate the health effects of proposed projects and to promote health equity.



Clear, Accountable Exceptions



This policy applies to all projects conducted by, or for which funds are awarded by, TxDOT, the El Paso MPO, or the City of El Paso. The policy includes phased timelines and flexible implementation guidelines and is expected to be incorporated into all projects, whenever and wherever feasible. Streets and transportation infrastructure are designed with long service lives, usually at least 30 years, and should always be built to provide the highest level of service to all users and travel modes. Recognizing that transportation networks are complex and street design should be context sensitive, the policy has identified a limited number of circumstances in which exceptions may be granted, upon review by the Mobility Advisory Committee.

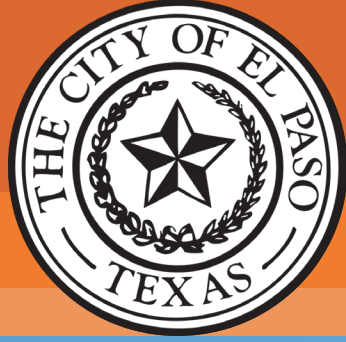
The exception process places an emphasis on transparency by providing public notice with the opportunity for comment and requiring clear, supportive documentation justifying the exception for each mode. The Mobility Advisory Committee is discouraged from “grandfathering” exceptions related to supporting policies, such as the Street Tree Ordinance. All new projects must comply with the Complete Street Policy and all projects currently in-progress shall comply to the Complete Streets Policy unless they qualify for an exception.

Exceptions to this policy may be granted upon review and approval under the following circumstances:

1. Accommodation is not necessary on roadways where specific users are prohibited, such as bicycles on interstate freeways.
2. The cost of accommodating the needs of a particular user group for the transportation project would be disproportionately high relative to the current or future need or probable use of the facilities by the particular user group. This determination should be made with due consideration to future users, latent demand, and the social and economic value of providing a safer and more convenient transportation system for all users.
3. There is a documented absence of current and future need based on factors such as pedestrian and cyclist counts, land use, or connectivity.
4. Funding source is restricted in terms of how funds can be used or which transportation modes can be supported.
5. Project is in final design or construction as of the effective date of this policy.
6. Project involves emergency repairs that require immediate, rapid response (such as a water main leak). Temporary accommodations for all transportation modalities shall still be made whenever feasible. Depending upon the severity and/or length of time required to complete the repairs, opportunities to improve multimodal access shall still be considered where possible as funding allows.
7. Project involves routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, or spot repair.

Any request for exceptions within the categories above shall be reviewed by the Mobility Advisory Committee in consultation with relevant planning entities, City departments, and stakeholders. City staff, private developers, or other municipal implementing agencies shall submit exception requests through writing, email, or online submission detailing how the project fits within categories 1-5. All requests will be made publicly available online.

The City Engineer shall provide the final ruling on whether to grant the exception after receiving comments from the Mobility Advisory Committee. The decision shall be documented with supporting information that indicates the basis for the decision and all documents shall be made publicly available. Categories 6 and 7 do not require the exception review process as detailed above.





Complete Streets Policy

An Amendment to *Plan El Paso*.

July 19, 2022

Kyle Ibarra – Complete Streets Coordinator
CID Transportation Planning
Streets & Maintenance
And The Complete Streets Coalition

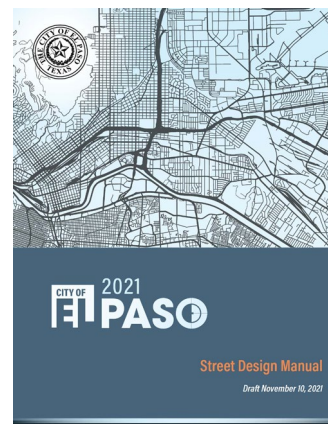


Strategic Plan

- Goal 1. Cultivate an Environment Conducive to Strong, Sustainable Economic Development
- Goal 2. Set the Standard for a Safe and Secure City
- Goal 3. Promote the Visual Image of El Paso
- Goal 4. Enhance El Paso's Quality of Life Through Recreational Cultural and Educational Environments
- Goal 5. Promote Transparent and Consistent Communication Amongst All Members of the Community
- Goal 6. Set the Standard for Sound Governance and Fiscal Management
- Goal 7. Enhance and Sustain El Paso's Infrastructure Network
- Goal 8. Nurture and Promote a Healthy, Sustainable Community



- Vision zero is the ultimate goal
- Complete Streets principles support safety for all users and modes.
- Policy creates structure for informing operations and design standards.



Previous Council Action



- **March 6, 2012**

- City Council adopted Plan El Paso: A Policy Guide for El Paso for the next 25 years and beyond.
- Chapter 4: Transportation
 - Complete Streets Section
 - Goal 4.2: El Paso's thoroughfares will form a well-connected network of complete streets that support driving, walking, bicycling, and public transit.

- **August 9, 2016**

- City Council Adopted The City of El Paso Bike Plan
 - Recommendations
 - Complete Streets Policy

- **April 27, 2021**

- City Council approved *to direct the City Manager to develop an Intersection Safety Improvement Program and bring back recommendations as part of the FY2022 budget discussions and to develop the framework for an El Paso Vision Zero program that incorporates all current City traffic safety programs and aligns with the Federal and State Vision Zero programs.*

- **FY22 Budget Approval – Complete Streets supports Vision Zero Initiative**

Plan El Paso & Complete Streets Policy



Goal 4.2: El Paso's thoroughfares will form a well-connected network of complete streets that support driving, walking, bicycling, and public transit.

Goal 4.3: The City of El Paso will improve its thoroughfares over time as opportunities are found to increase transit service and improve connectivity, walkability, bikability, and economic benefits to surrounding areas.

Goal 4.5: El Paso's network of major thoroughfares will become the "Great Streets" of tomorrow. They will be integral parts of the communities that surround them, allowing easy movement and providing physical space for social, civic, and commercial activities.



LOVE EL PASO.
PLAN EL PASO.
PLAN THE FUTURE. NOW.



What is Complete Streets?

- Complete Streets is a holistic approach to addressing street infrastructure.
 - Prioritized safety for all users
 - Prioritized equity for all users
 - Prioritized underrepresented users/neighborhoods
- The proposed City of El Paso Complete Streets policy was developed as a collaboration between the **City of El Paso** and the **El Paso Complete Streets Coalition**.
 - Coalition Driven
 - Contributions by Committee Chairing Departments

El Paso Complete Street Coalition

Created by local and national stakeholders



Educational
Resource
Partners

Complete Streets Policy Conceptual Renderings



Complete Streets Policy Summary



Vision, Intent and Guiding Principles

Create a connected, resilient, and equitable transportation network through a shift in street and road design that ensures equitable access to community resources for all people, including those who walk, bike, use a wheelchair, use public transportation, or drive.

- Safety
- Accessibility
- Equity, Diversity, and Inclusivity
- Land Use
- Environment
- Economic Vitality

Commitment in All Projects And Phases

Accommodations for people using all modes of transportation to continue to use the street safely during any construction or repair work

Implementation Steps

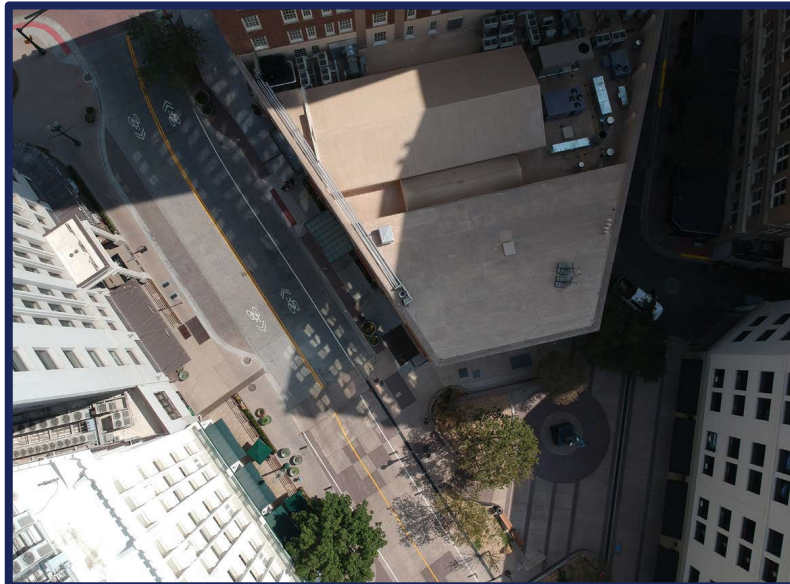
- Mobility Advisory Committee (MAC)
- Technical Review Committee (TRC)

Performance Measurement, Reporting, and Accountability

Near-term (0-3 yrs), Mid-term (3-5 yrs), Long-term (5-10 yrs)

Vision, Intent, and Guiding Principals

- The City shall consistently support, plan, design, construct, and operate an **interconnected street network that safely accommodates all anticipated users and transportation modes.**
- To accomplish this goal, it **would require the City be committed to prioritize transportation investments** which make walking, biking, public transit, and shared mobility safe, attractive, and viable travel options in El Paso.



Vision, Intent, and Guiding Principals



- **Safety**
 - Provide a safe travel experience to all users
- **Accessibility**
 - Serve people of all ages and abilities
- **Equity, Diversity, and Inclusivity**
 - *Include targeted outreach and implementation programs to address the most vulnerable and under-invested neighborhoods*
- **Land Use**
 - Incorporate context sensitive, flexible design approaches



Vision, Intent, and Guiding Principals



- **Environment**
 - *Preserve and protect El Paso's environment and improve health* by providing opportunities for active transportation, reducing vehicle miles traveled, decreasing motor vehicle pollution, and the implementation of green infrastructure
- **Economic Vitality**
 - Help spur economic development by supporting business and job creation, promoting resiliency in the workforce through access to multiple mobility options, and through increased property values



Commitment in All Projects and Phases



- The City shall require that **all public departments and private contractors provide accommodations for people using all modes of transportation to continue to use the street safely** during any construction or repair work
- These procedures and core principles shall apply to all transportation projects **including new construction, reconstruction, resurfacing, restoration and rehabilitation.**





Implementation Steps

Coordination, Implementation, and Oversight

This policy proposes two committees that will take the lead to help **ensure successful internal coordination and implementation by the City**, public oversight, and community engagement.

Implementation Committees			
Committee	Purpose/Responsibilities	Stakeholders / Representatives	
Mobility Advisory Committee (MAC)	<ul style="list-style-type: none">• Provide oversight and accountability• Help determine exception eligibility• Defined in the MAC Roles & Responsibilities	<ul style="list-style-type: none">• General public• Transportation• Health• Education• Social Equity	<ul style="list-style-type: none">• Public art• ED• Environmental justice• Construction• Sectors + industries (see policy for complete list)
Technical Review Committee (TRC)	<ul style="list-style-type: none">• Oversee internal implementation & project coordination• Defined in the TRC Roles & Responsibilities	<ul style="list-style-type: none">• CID (chair)• SAM (Co-chair)• P&I (Co-chair)• Parks & Rec• CSC	<ul style="list-style-type: none">• Community and Human Development• Sun Metro / Mass Transit• EPPD• EPFD (see policy for complete list)

Mobility Advisory Committee (MAC)



- Within 90 days of policy adoption, CID, SAM, and P&I, in consultation with the Technical Review Committee, shall draft enabling policy that creates the new Mobility Advisory Committee and clearly defines the roles, responsibilities, and makeup of the committee. This document will also describe how the TRC will interface with the MAC.



Land Use and Context Sensitivity

- Implementation of Complete Streets design elements must be done with respect to the surrounding community, its natural and built environments, demographics, current and future land uses, and transportation needs.
- Complementary land use policies and zoning ordinances would require some review or potential change for effective Complete Streets Policy implementation to occur.
- Title 19: Subdivisions and Development Plats

Performance Measurement, Reporting, and Accountability

- The City will track and evaluate the progress of its proposed Complete Streets Policy implementation through collection and reporting of data and information
- The Mobility Advisory Committee, in collaboration with the Technical Review Committee, shall advise on establishing performance targets and help identify performance measures
 - Informed by the policy's guiding principles and the City's Strategic Goals
 - Under the following categories in consultation with the Complete Streets Coalition and any additional experts, as needed.

Performance Measurement, Reporting, and Accountability

Near-term, 0-3yrs (Transportation Planning Process, day-to-day)	Mid-Term, 3-5yrs (New CS investments)	Long-term, 5-10yrs (Community-wide benefits, collab w/ regional institutions/orgs)
Updating existing documents & procedures	Funding and implementing infrastructure projects that align with CS initiatives <ul style="list-style-type: none"> - improve multimodal mobility - enhance network connectivity - improve accessibility - increase shade - implementing street trees (rain harvesting, green infrastructure) - retrofitting streets in established neighborhoods to meet current accessibility standards 	<ul style="list-style-type: none"> - Reduced traffic fatalities - Increase in outdoor recreation - Increased job accessibility - Increased physical activity - Improved cardiovascular public health metrics - Reduced vehicle miles traveled - Biodiversity - Changes in travel mode - Specific evaluation of complete streets investments in under-resourced and under-invested communities
Training staff		
Facilitating community engagement		
Engaging under-resourced and under-invested communities		

Next Steps

- Establish governance structures of 2 committees.
- Assign and identify personnel for TRC.
- Formation of MAC.
- Implementation will follow policy document.

MISSION



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

VISION



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



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

MISSION



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

VISION



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



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Legislation Text

File #: 22-848, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

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

Planning and Inspections, 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 the East 300 feet of North 150 feet of South 165 feet of Tract 9-D, First Supplemental Map of Parkland Addition, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-O (Apartment/Office) 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 Woodrow Bean Transmountain Drive and East of Bomarc Street

Applicant: CEA Group, PZRZ22-00015

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

AGENDA DATE: July 6, 2022
PUBLIC HEARING DATE: August 2, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Nina Rodriguez, (915) 212-1561

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of the East 300 feet of North 150 feet of South 165 feet of Tract 9-D, First Supplemental Map of Parkland Addition, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-O (Apartment/Office) 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 Woodrow Bean Transmountain Drive and East of Bomarc Street
Applicant: CEA Group, PZRZ22-00015

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone to allow apartment use. City Plan Commission recommended 7-0 to approve the proposed rezoning on June 16, 2022. As of June 28, 2022, the Planning Division has received one (1) email in opposition to the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF THE EAST 300 FEET OF NORTH 150 FEET OF SOUTH 165 FEET OF TRACT 9-D, FIRST SUPPLEMENTAL MAP OF PARKLAND ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of **a portion of the East 300 feet of North 150 feet of South 165 feet of Tract 9-D, First Supplemental Map of Parkland Addition**, located in the City of El Paso, El Paso County, Texas, be changed from **R-4 (Residential)** to **A-O (Apartment/Office)**, 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 health and safety of the community, generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *Structures shall not exceed more than two-stories.*
2. *That a five-foot (5') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
3. *Prior to issuing a certificate of occupancy, property owner must install an eight-foot (8') privacy fence along the northern property line.*
4. *Trash receptacles shall be located a minimum of seventy-five feet (75') away from residential lots located to the north of the property.*

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 Leaser
Mayor

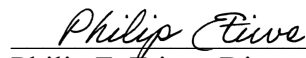
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ22-00015

North of Woodrow Bean Transmountain Drive and East of Bomarc Street



City Plan Commission — June 16, 2022 **Revised**

CASE NUMBER: PZR22-00015
CASE MANAGER: Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov
PROPERTY OWNER: The Venice Group, LLC
REPRESENTATIVE: CEA Group
LOCATION: North of Woodrow Bean Transmountain Dr. and East of Bomarc St. (District 4)
PROPERTY AREA: 1.03 acres
REQUEST: Rezone from R-4 (Residential) to A-O (Apartment/Office)
RELATED APPLICATIONS: None
PUBLIC INPUT: 1 email of opposition was received as of June 9, 2022

SUMMARY OF REQUEST: The applicant is requesting a rezone from R-4 (Residential) to A-O (Apartment/Office) to allow for apartments.

STAFF RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request based on its consistency with *Plan El Paso*, the City's Comprehensive Plan and the G-3, Post-War future land use designation. The conditions are as follows:

1. Structures shall not exceed more than two-stories.
2. That a **five-foot (5')** landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. Prior to issuing a certificate of occupancy, property owner must install an eight-foot (8') privacy fence along northern property line.
4. Trash receptacles shall be located a minimum of 75' away from residential lots located to the north of property.

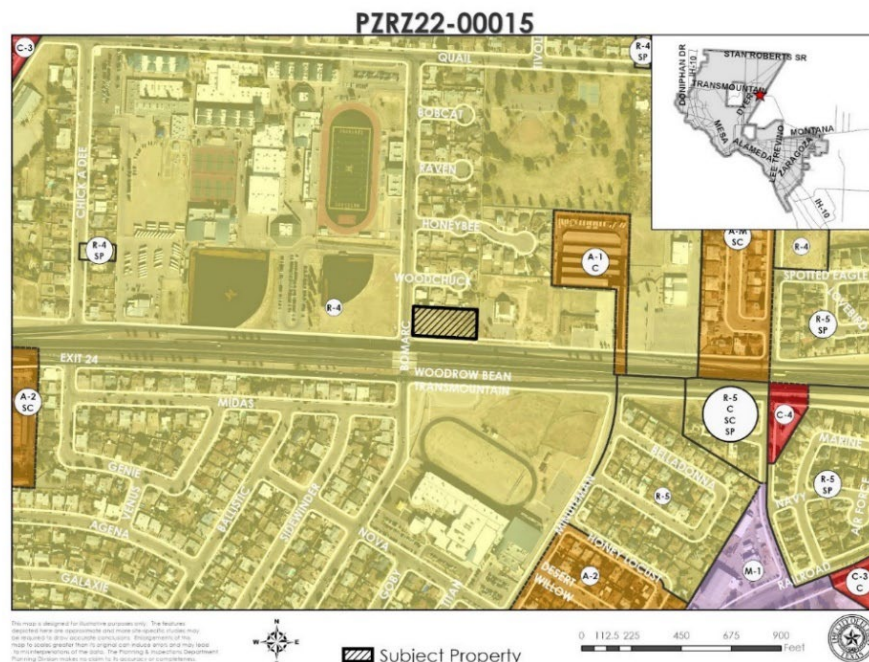


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone a 1.03-acre property from R-4 (Residential) to A-O (Apartment/Office) to allow for apartments. The conceptual plan shows a twenty-four (24) apartment unit complex. Access to the subject property is proposed from Bomarc Street and Woodrow Bean Transmountain.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed apartment use and A-O (Apartment/Office) district is compatible with the residential districts in the immediate area and is in character with the areas surrounding the subject property. The adjacent properties to the north are single-family dwelling uses in an R-4 (Residential) zoning district, and the properties to the west, east, and south are public school and church uses also zoned R-4 (Residential). The subject property is located off the Woodrow Bean Transmountain Drive highway at the Northeast corner of Bomarc Street and has the potential to serve as a buffer between the highway and the single-family dwellings located directly behind. There are existing sidewalks along Woodrow Bean Transmountain Drive. By rezoning the subject property to an A-O (Apartment/Office) district, the area has the potential to provide more diverse residential options. The distance to the nearest school, Parkland High School, is approximately 0.06 miles and the distance to the nearest park, Franklin Park, is 0.28 miles.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed development is compatible with the future land use designation. The proposed development has the potential to increase the available housing stock in an area facing limited housing stock.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-O (Apartment-Office) District: The purpose of these districts 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.</p>	<p>Yes. Adjacent properties to the north, south, east and west of the subject property are zoned R-4 (Residential) zones. The proposed A-O (Apartment/Office) zoning district is compatible with the surrounding uses as it also serves to provide residential use purpose. However, by rezoning the subject property from R-4 (Residential) to A-O (Apartment/Office), future developments can achieve more density and more diverse residential uses, thereby serving the community with a variety of housing options.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only</p>	<p>Yes. Access to the subject property is proposed from Bomarc Street; a local street and Woodrow Bean Drive, a major arterial as classified under the City's Major Thoroughfare Plan. The classification of these streets are appropriate for the proposed development. While</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
property on the block with an alternative zoning district, density, use and/or land use.	the subject property will be the only A-O (Apartment-Office) zoning district on the corner of the intersection surrounded by R-4 (Residential) zoning districts, changing the zoning designation of the subject property allows for an increase in density and more types of residential uses than allowed in R-4 (Residential) districts. This has the potential to provide the area with more housing units and flexible uses to meet a wider range of needs for the community.
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.	This property does not fall within any historic districts, special designations, or study plan areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezoning cases within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The property directly abuts Woodrow Bean Transmountain Dr. and serves as a buffer along Woodrow Bean Transmountain Dr. for single-family properties located directly behind the subject property. Higher density uses are more desirable in these areas to serve as a buffer. The proposed development would also serve as infill for a currently vacant corner lot.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Bomarc Street; a local street and Woodrow Bean Transmountain Drive, classified as a freeway per the City of El Paso’s Major Thoroughfare Plan (MTP) and are adequate to support the proposed use of apartments. The proposed development is within walking distance of local schools and parks, and sidewalks are already present along Woodrow Bean Transmountain Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received for the rezoning request from the reviewing departments.

PUBLIC COMMENT: The subject property does not reside within the boundaries of any neighborhood or civic associations identified by the City of El Paso. A community meeting was held on June 11, 2022 providing information on the proposed rezoning, five residents attended the meeting. Notice of the proposed rezoning was provided to all property owners within 300 feet of subject property on June 1, 2022. As of June 9, 2022, the Planning Division has received (1) email in opposition to the request, and no other communication in support nor opposition. One phone call of inquiry was received from the public.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

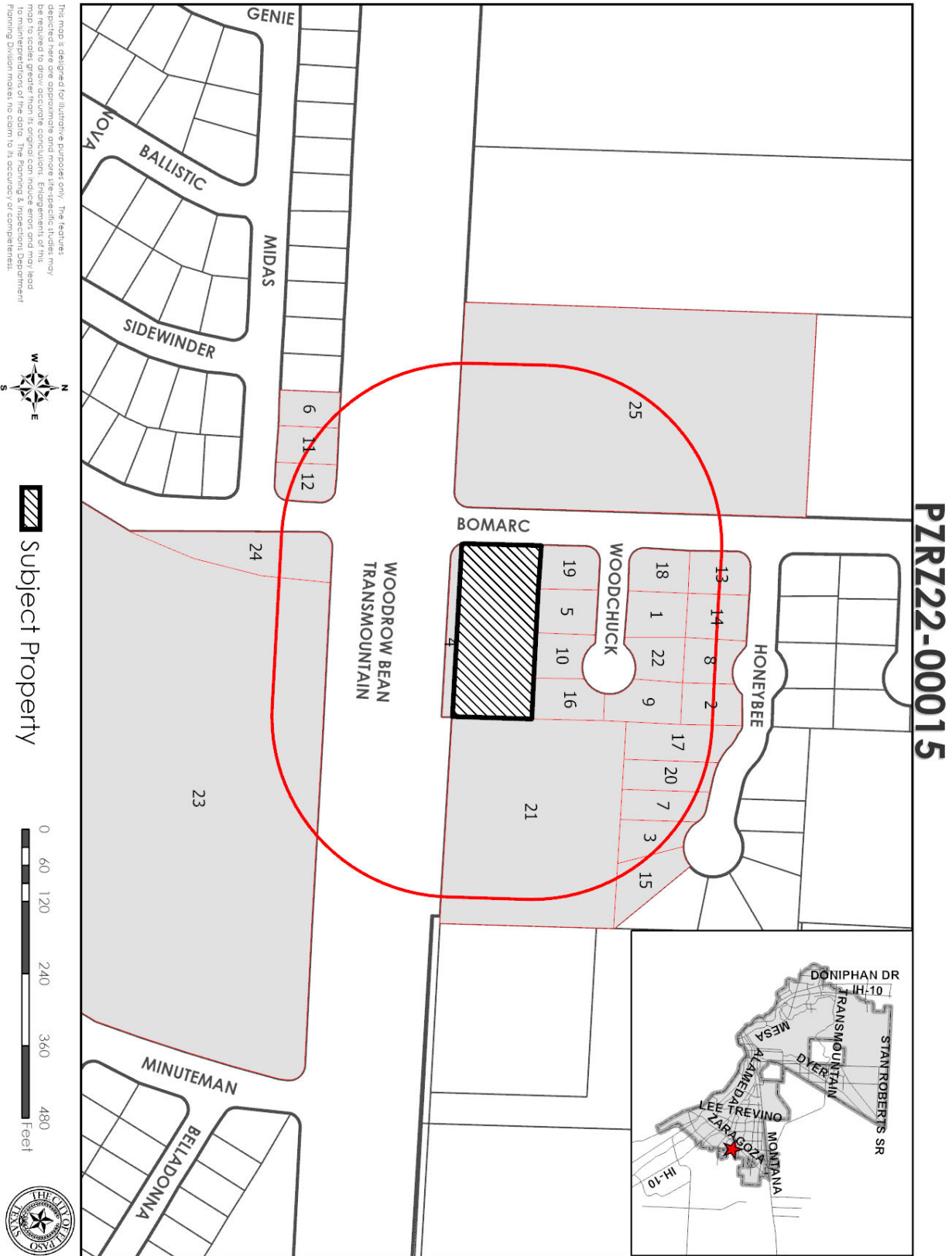
ATTACHMENTS:

1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Department Comments
5. Public Comment

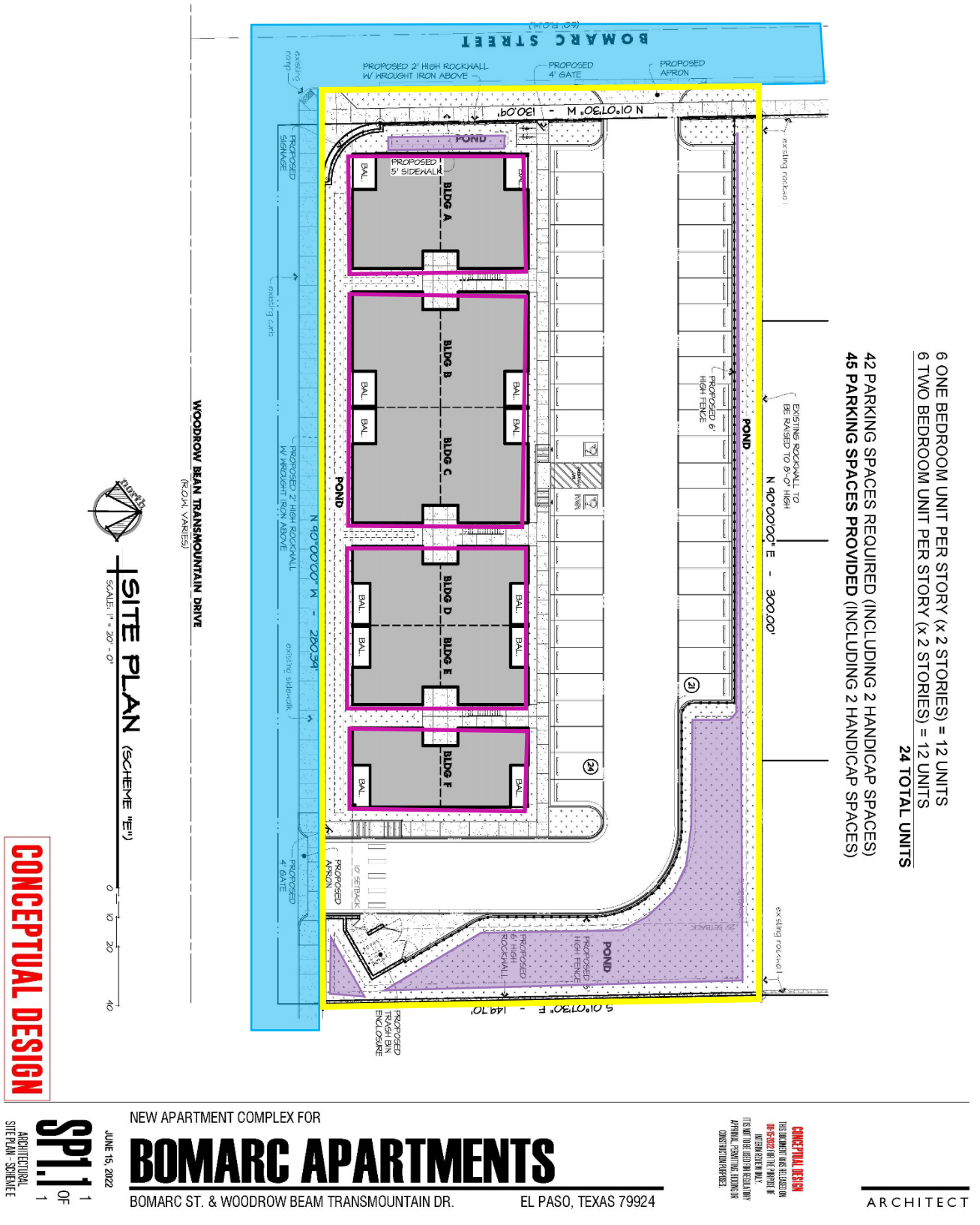
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department – Planning Division

Staff recommends approval of the rezoning request with the following conditions:

1. Structures shall not exceed more than two-stories.
2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

Planning and Inspections Department – Plan Review & Landscaping Division

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

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.
2. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within landscaped areas, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Fire Department

Recommend approval.

Police Department

No comments received.

911 District/El Paso County 911 District

No comments received.

Environmental Services

No comments received.

Streets and Maintenance Department

No comments received.

Sun Metro

No comments received.

El Paso Water Utilities

El Paso Water does not object to this request.

Woodrow Bean is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Woodrow Bean right-of-way requires written permission from TxDOT.

There is an existing 6-inch/8-inch diameter water main along Bomarc St. The water main is located approximately 20-ft west of the eastern right-of-way. This main is available for service.

There is an existing 30-inch diameter flow line along Woodrow Bean Transmountain Rd. This water main is located approximately 17-feet south of the northern right-of-way. This main is not available for service.

Previous water pressure from fire hydrant #08996 located on Woodrow Bean Transmountain Rd., approximately 495-ft east of Bomarc St. has yield a static pressure of 90 (psi), a residual pressure of 84 (psi), and a discharge of 1113 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.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Bomarc St. The sewer main is located approximately 25-feet east of the western right-of-way line. This main is available for service.

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:

1. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
2. The small concrete channel that runs behind this property was not designed to take in this storm sewer runoff.
3. EPWater-SW requires on-site retention of all developed runoff; ensure runoff does not flow off-site.
4. Any proposed ponding area shown, shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as "Private".

Note: To be complied prior to construction

Texas Department of Transportation

Please submit grading and drainage plans for TxDOT review.

Note: To be complied prior to construction

El Paso County Water Improvement District

No comments received.

ATTACHEMENT 5

From: [David Mullen](#)
To: [Rodriguez, Nina A.](#)
Subject: Case: PZR222-00015
Date: Wednesday, June 8, 2022 10:42:46 AM

You don't often get email from dmullen69@att.net. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

To Whom It May Concern:

This email is in regards to a rezoning request for the northeast corner of Loop 375 access road and Bomarc Street.

I strongly oppose this proposal, as it would be unsafe to put an apartment complex on that corner for the following reasons:

1. There is at least one accident at that intersection every quarter and sometimes more. Putting an apartment complex there would only increase the chances of those numbers increasing.
2. The foot traffic during the school year at that intersection is very heavy, both before school and after.
3. During football season, there is barely room to get down Bomarc Street in your vehicle, as attendees to the games park on both sides of the street. With an apartment complex added to the mix, that would be adding to an already crowded area.
4. Most importantly, the safety of the school children would be at an increased risk. And that mostly applies to the children who obey the crossing lights. Those who do not, and there are very many, would be at greater risk.

It is difficult to imagine that the city would even consider this proposal. Just a quick look would indicate the dangers this complex would bring to this neighborhood.

We strongly oppose this action!

Very Respectfully,

David & Blanca Mullen
6024 Honeybee Ct
El Paso, TX 79924
(915) 471-9409



Legislation Text

File #: 22-837, 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

El Paso Water, Alejandro Vidales, (915) 594-5636

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign an Offer to Sell, a deed, and any other documents necessary to convey approximately 1.432 acres of land to the United States of America and its assigns, Department of Homeland Security, U.S. Immigration and Customs Enforcement, legally described as portion of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: El Paso Water Utilities Public - Service Board (EPWater)

AGENDA DATE: Introduction – July 6, 2022
Public Hearing – July 19, 2022

CONTACT PERSON/PHONE: Alex Vidales, Real Estate Manager, 594-5636

DISTRICT(S) AFFECTED: District 3

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign an Offer to Sell, a deed, and any other documents necessary to convey approximately 1.432 acres of land to the United States of America and its assigns, Department of Homeland Security, U.S. Immigration and Customs Enforcement, legally described as portion of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. (District: 3) EPWater, Alex Vidales, Real Estate Manager (915) 594-5636.

BACKGROUND / DISCUSSION:

This parcel of land is owned by the City of El Paso and managed by the El Paso Water Utilities - Public Service Board (EPWU/PSB). On July 14, 2021, and October 13, 2021, the Public Service Board declared the property inexpedient to the water system and authorized the President/CEO of El Paso Water to obtain an appraisal of the property. Both parties obtained an appraisal, the sales price includes the cost for the relocation of Well No. 45.

PRIOR COUNCIL ACTION:

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

Yes, on December 7, 2021, City Council approved the sale of approximately 59.022 acres to the United States of America and its assigns Department of Homeland Security, Customs and Border Protection

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On July 14 and October 13, 2021, the El Paso Water Utilities - Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the property.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ALEX VIDALES TO PICK UP THE DOCUMENTS. 594-5636. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN AN OFFER TO SELL, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 1.432 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS PORTION OF SECTIONS 33 AND 40, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS TO THE UNITED STATES OF AMERICA AND ITS ASSIGNS, DEPARTMENT OF HOMELAND SECURITY, U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

WHEREAS, the El Paso Water Utilities Public Service Board (EPWU/PSB) holds certain real properties in its land inventory that are owned by the City of El Paso and are under the management and control of EPWU/PSB; and,

WHEREAS, the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement submitted a request to purchase property for a new detention dormitory, and such property is contained within EPWU/PSB land inventory; and,

WHEREAS, at its regular meetings on July 14, 2021 and October 13, 2021, the El Paso Water Utilities -Public Service Board (EPWU/PSB) determined 1.432 acres of land more or less, being described as portion of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, to be inexpedient to the water system and authorized the President/CEO to obtain an appraisal and thereafter to forward the recommendation to the El Paso City Council for the sale of the identified property; and,

WHEREAS, Section 272.001(b) (5) of the Texas Local Government Code provides for an exception to the bidding requirements for the sale of land to a governmental entity that has the power of eminent domain is not required to be placed for public bid; and,

WHEREAS, the property was appraised for sale at its fair market and The United States of America has agreed to the sales price;

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

That the City Manager is authorized to sign an offer to sell, a Deed, and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following property:

Approximately 1.432 acres, out of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys, in the City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof for all purposes.

(Signatures begin on following page)

ADOPTED this _____ day of _____, 2022.


CITY OF EL PASO

Oscar Leaser,
Mayor

ATTEST:

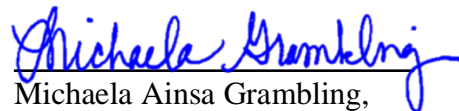
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito,
Assistant City Attorney

APPROVED AS TO FORM:




Michaela Ainsa Grambling,
Senior Assistant General Counsel
El Paso Water Utilities



TO: Roberta Brito
Assistant City Attorney

FROM: Alex Vidales 
Real Estate Manager

THRU: Alma De Anda 
Utility Land and Water Rights Manager

DATE: June 14, 2022

SUBJECT: Placement of Item on City Council Agenda
City Council authorizing the City Manager to sign an Offer to Sell and Deed conveying approximately 1.432 acres of land being described as a portion of Sections 33 and 40, Block 80, Township 2, Texas and Pacific Railway Company Surveys. City of El Paso, El Paso County, Texas

This is a request for review and approval of the documents necessary to place an item on the City Council agenda for approval of the above referenced sale of property from the City of El Paso on behalf of El Paso Water Utilities to the United States of America and its assigns Department of Homeland Security, U.S. Immigration and Customs Enforcement. All the standard documents are attached including the DHS form, proposed Ordinance, Deed, and Offer to Sell.

The subject property is City of El Paso property managed and controlled by the El Paso Water Utilities - Public Service Board (EPWater). The Public Service Board determined the land inexpedient to the system and was forwarded to City staff for consideration as required by the Joint Resolution between the City and EPWater. City staff reviewed and approved the sale. We would like to place this item on City Council agenda for introduction and public hearing for approval of the sale.

Also attached are the following documents:

Attachment A - DHS
Attachment B - Ordinance
Attachment C - Special Warranty Deed
Attachment D - Offer to Sell

The wording of the Ordinance should be as follows:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN AN OFFER TO SELL, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 1.432 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS PORTION OF SECTIONS 33 AND 40, BLOCK 80, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS TO THE UNITED STATES OF AMERICA AND ITS ASSIGNS, DEPARTMENT OF HOMELAND SECURITY, U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

(District 3) El Paso Water Utilities, Alex Vidales, Real Estate Manager (915) 594-5636.

DEPARTMENT OF HOMELAND SECURITY

OFFER TO SELL REAL PROPERTY

**Project: ICE El Paso SPC Real
Estate Acquisition**

Tract No.: EPT-EPS-F2001

Contract No.: DACW63-6-22- 0153

El Paso Water Utilities - Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation (hereinafter referred to as "Vendor" or "Grantor"), in consideration of the mutual covenants and agreements herein set forth, offers and agrees to sell and convey to the United States of America and its assigns ("hereinafter referred to as Vendee," "Grantee," or "United States"), that certain real property located in the County of El Paso, State of Texas referred to as government Tract No. EPT-EPS-F2001 and more particularly described in the attached **Exhibit "A"** (the "Property"), in fee simple subject to the exceptions and reservations more particularly described in the attached **Exhibit "B"** and **Exhibit "C"** which are necessary for Vendor to perform the agreed upon work on the Property.

The terms and conditions of this Offer to Sell Real Property (this "Offer") to sell are as follows:

(1) Vendor agrees that this Offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or electronically transmitting a notice of acceptance to the Vendor at the address stated below, at anytime within THIRTY (30) days from the date hereof, whereupon this Offer and the acceptance thereof become a binding contract.

(2) The United States agrees to pay to the Vendor the sum of TWO MILLION ONE HUNDRED NINETY ONE THOUSAND FOUR HUNDRED AND FIVE DOLLARS (\$2,191,405), of which \$5,000 is for the removal of the abandoned in place line to Mattox St. payable upon the satisfaction of the following conditions:

(a) the United States' acceptance of this Offer and approval by the United States of Vendor's title;

(b) Vendor executing and delivering a good and sufficient general warranty deed conveying the Property with the hereditaments and appurtenances thereunto belonging to the United States of America and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or

reserved;

(c) Vendor executing and delivering unto the United States of America and its assigns a Temporary Access Easement as shown on **Exhibit "D"**, attached hereto, for ingress and egress for a period of 24 months to commence the earlier of September 27, 2022, or the earlier of El Paso Water completion of the removal of their infrastructure. Such ingress/egress to be across that certain real property located in El Paso County, Texas referred to as Tract No. EPT-EPS-F2001E and more fully described in the attached **Exhibit "A-1;"**

(d) approval by the City Council of the City of El Paso of an ordinance authorizing the City Manager to effectuate the sale of the Property to the United States and grant the United States the Temporary Access Easement discussed in 2(d) above; and

(e) authorization, approval, and execution of this Offer and associated closing documents (including, but not limited to, the Warranty Deed covering Tract No. EPT-EPS-F2001 discussed in paragraph 2(a), and the Temporary Access Easement covering Tract No. EPT-EPS-F2001E discussed in paragraph 2(d)) by the City Manager of the City of El Paso.

Accordingly, closing shall take place upon satisfaction of the above conditions (2(a)-(e)) and within thirty (30) days from the date of approval by the City Council of the City of El Paso of the ordinance discussed in 2(d).

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to The United States and the procurement of the necessary title evidence.

(4) The Vendor agrees to satisfy at or before the transfer of title, all encumbrances and special assessments which are a lien against the land, as the United States may require, and to pay the pro rata portion of all taxes on the property which are allocable to a period prior to and including the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is the earlier, and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; and that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver a general warranty deed to The United States and obtain and record such other curative evidence of title as may be required by the United States.

(5) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this Offer, acquire title to said land in the name of the United States by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate

with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said land; agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the compensation for the land and shall be pro-rated among all persons having an interest in this property as their respective interests may appear; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for payment for the right of occupancy and use hereinafter provided for in paragraph 7.

(6) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to The United States have been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the land, as herein below provided for, has been exercised by The United States; and, in the event that such loss or damage occurs before the risk of loss has passed to the United States, the United States may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(7) The Vendor hereby grants to The United States the right of immediate occupancy and use of the land for any purpose whatsoever from and after the acceptance by the United States of this Offer until such time as said land is conveyed to The United States and, upon demand, the Vendor will immediately vacate the property and deliver possession to The United States except as noted below.

Note: A Temporary Right of Entry and Construction Easement, the terms of which are more fully set forth in the attached **Exhibit "C"** is to be reserved by the Vendor which authorizes Vendor to access the Property to perform the Work therein.

(8) Vendor represents, and it is a condition of acceptance of this Offer that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall be not construed to extend to any agreement if made with a corporation for its general benefit.

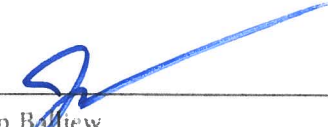
(9) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of Vendor.

(10) All terms and conditions with respect to this Offer are expressly contained herein and Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this Offer not expressly contained herein.

SIGNED, SEALED, AND DELIVERED this _____ day of _____ 2022.

EXECUTED on this the 9th day of June, 2022 by:

EL PASO WATER UTILITIES-
PUBLIC SERVICE BOARD




John Balliew
President/CEO

APPROVED AS TO FORM:



Michaela Ainsa Grambling
Assistant General Counsel

APPROVED AS TO CONTENT:

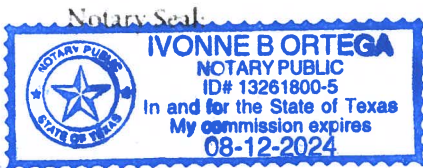


Alma De Anda
Utility Land & Water Rights Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the 9th day of June, 2022, by JOHN BALLIEW, PRESIDENT/CEO, on behalf of the El Paso Water Utilities Public Service Board.





Notary Public, State of Texas

Commission Expires: 08-12-2024

THIS SIGNATURE PAGE IS SOLELY FOR ADMINISTRATIVE PURPOSES FOR THE ACCEPTANCE OF THIS OFFER. SATISFACTION OF THE CONDITION TO SALE CONTAINED IN PARAGRAPH 2(a) OF THIS AGREEMENT REQUIRES THE SIGNATURE OF THE CITY MANAGER OF THE CITY OF EL PASO ON THE CLOSING DOCUMENTS.

EXECUTED on this the _____ day of _____, 2022 by:

CITY OF EL PASO, a Texas municipal corporation

By: _____

Title: _____

APPROVED AS TO FORM:



By: Roberta Brito

Title: Assistant City Attorney

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date: 6 Jun 2022

The Offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.



Garry L. Branch
Contracting Officer
Office of Asset and Facilities Management
U.S. Immigration and Customs Enforcement

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:

Garry L. Branch
U.S. Immigration and Customs Enforcement
Department of Homeland Security
500 12th Street, S.W.,
STOP 5703
Washington, DC 20536-5704

Exhibit "A"

to the Offer to Sell Real Property covering Tract No. EPT-EPS-F2001

**Department of Homeland Security
Immigration and Customs Enforcement
Proposed Acquisition of Tract EPT-EPS-F2001
Property Description**

County: El Paso

Grantor: City of El Paso

Acreage: 1.432

Being a 1.432 acre (62,368 square feet) parcel of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), said parcel of land being more particularly described by metes and bounds as follows:

Commencing at a found 1/2" rebar at the southeast corner of the remainder of the called 1,663.08 acre tract and the northeast corner of a called 1.0801 acre tract conveyed to 3801 Mattox, LLC recorded in Document No. 20190067504, Official Public Records of El Paso County, Texas, said point being in the west right-of-way line of Mattox Street (50' width, Volume 52, Page 23, Plat Records of El Paso County, Texas), said point having the coordinates of N=10668335.205, E=422728.723, said point bears N 47°50'30" W, a distance of 64.12' from United States Army Corps of Engineers Control Point No. MDS-EL-1;

Thence: N 87°52'52" W, departing the west right-of-way line of Mattox Street, with the south line of the remainder of the called 1,663.08 acre tract and the north line of the called 1.0801 acre tract, passing at 166.80' a found 1/2" rebar at the northwest corner of the called 1.0801 acre tract and the northeast corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B, recorded in Volume 38, Page 2, Plat Records of El Paso County, Texas, continuing for a total distance of 192.34' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-1=F2001E-2" for the **Point of Beginning** and south corner of Tract EPT-EPS-F2001, said point being in the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, said point having the coordinates of N=10668342.316, E=422536.519;

Thence: N 87°52'52" W, with the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, for a distance of 145.66' to a calculated point in a rock wall for the southwest corner of Tract EPT-EPS-F2001, said point being at the northwest corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B and the southwest corner of the remainder of the called 1,663.08 acre tract, said point being in the east line of a called 27.168 acre tract conveyed to the United States of America recorded in Volume 123, Page 398, Official Public Records of El Paso County, Texas;

Thence: N 02°07'15" E, with the west line of the remainder of the called 1,663.08 acre tract, the east line of the called 27.168 acre tract and along the centerline of a rock wall, for a distance of 255.70' to a calculated point in a rock wall for the northwest corner of Tract EPT-EPS-F2001, said

point being at the northwest corner of the remainder of the called 1,663.08 acre tract and the northeast corner of the called 27.168 acre tract, said point being in the south line of the El Paso International Airport tract (no deed of record found);

Thence: S 83°36'09" E, with the north line of the remainder of the called 1,663.08 acre tract, the south line of the El Paso International Airport tract and the south line of a rock wall, for a distance of 264.57' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-4=F2001E-5" for the northeast corner of Tract EPT-EPS-F2001, said point being in the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract;

Thence: departing the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract, over and across the remainder of the called 1,663.08 acre tract, the following courses and distances:

- S 01°43'33" W, for a distance of 209.55' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-5=F2001E-4" for the southeast corner of Tract EPT-EPS-F2001;
- S 89°48'18" W, for a distance of 101.93' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-6=F2001E-3" for angle;
- S 40°39'28" W, for a distance of 28.52' to the **Point of Beginning**.

Note: All bearings, distances and coordinates are referenced to the Texas State Plane Coordinate System, Central Zone grid (SPCS 4203) NAD'83. Values may be converted to ground values using a combined scale factor of 1.000180000.

Prepared Date 8/27/2021

Revision Date 8/31/2021

Signed

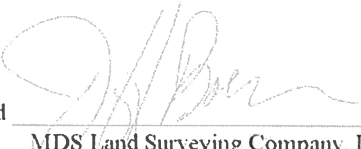

MDS Land Surveying Company, Inc.
Jeff Boerner, R.P.L.S. No. 4939



Exhibit "A-1"

to the Offer to Sell Real Property covering Tract No. EPT-EPS-F2001E

**Department of Homeland Security
Immigration and Customs Enforcement
Proposed Acquisition of Tract EPT-EPS-F2001E
Property Description**

County: El Paso

Grantor: City of El Paso

Acreage: 0.592

Being a 0.592 of one acre (25,799 square feet) parcel of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), said parcel of land being more particularly described by metes and bounds as follows;

Beginning at a found 1/2" rebar for the southeast corner of Tract EPT-EPS-F2001E, said point being at the southeast corner of the remainder of the called 1,663.08 acre tract and the northeast corner of a called 1.0801 acre tract conveyed to 3801 Mattox, LLC recorded in Document No. 20190067504, Official Public Records of El Paso County, Texas, said point being in the west right-of-way line of Mattox Street (50' width, Volume 52, Page 23, Plat Records of El Paso County, Texas), said point having the coordinates of N=10668335.205, E= 422728.723, said point bears N 47°50'30" W, a distance of 64.12' from United States Army Corps of Engineers Control Point No. MDS-EL-1;

Thence: N 87°52'52" W, departing the west right-of-way line of Mattox Street, with the south line of the remainder of the called 1,663.08 acre tract and the north line of the called 1.0801 acre tract, passing at 166.80' a found 1/2" rebar at the northwest corner of the called 1.0801 acre tract and the northeast corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B, recorded in Volume 38, Page 2, Plat Records of El Paso County, Texas, continuing for a total distance of 192.34' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-1=F2001E-2" for the southwest corner of Tract EPT-EPS-F2001E, said point being in the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B;

Thence: departing the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, over and across the remainder of the called 1,663.08 acre tract, the following courses and distances:

- N 40°39'28" E, for a distance of 28.52' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-6=F2001E-3" for angle;
- N 89°48'18" E, for a distance of 101.93' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-5=F2001E-4" for a westerly interior corner of Tract EPT-EPS-R1002E;

- N 01°43'33" E, for a distance of 209.55' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-4=F2001E-5" for the northwest corner of Tract EPT-EPS-R1002E, said point being in the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract (no deed of record found);

Thence: S 83°36'09" E, with the north line of the remainder of the called 1,663.08 acre tract, the south line of the El Paso International Airport tract and the south line of a rock wall, for a distance of 131.63' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001E-6" for the northeast corner of Tract EPT-EPS-F2001E, said point being at the northeast corner of the remainder of the called 1,663.08 acre tract and the northwest corner of Lot 5, Block 7, Montana Industrial Center, Unit 5, recorded in Volume 52, Page 23, Plat Records of El Paso County, Texas, said point being in the south line of the El Paso International Airport tract;

Thence: S 03°06'27" W, departing the south line of the El Paso International Airport tract, with the east line of the remainder of the called 1,663.08 acre tract and the west line of Lot 5, Block 7, Montana Industrial Center, Unit 5, for a distance of 95.54' to a set PK nail with an MDS LAND SURVEYING washer in concrete for an easterly exterior corner of Tract EPT-EPS-F2001E, said point being at an easterly exterior corner of the remainder of the called 1,663.08 acre tract and a westerly exterior corner of Lot 5, Block 7, Montana Industrial Center, Unit 5, said point being in the north right-of-way line of Mattox Street, said point marking a point of curvature to the left;

Thence: with the northwesterly and westerly right-of-way line of Mattox Street and the southeasterly and easterly line of the remainder of the called 1,663.08 acre tract, the following courses and distances:

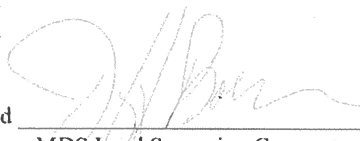
- Along said curve to the left for an arc distance of 84.07', with a central angle of 96°19'55" and a radius of 50.00', with a chord bearing of S 50°15'24" W, for a distance of 74.51' to a set PK nail with an MDS LAND SURVEYING washer in concrete for the point of tangency;
- S 02°05'27" W, for a distance of 80.90' to the **Point of Beginning**.

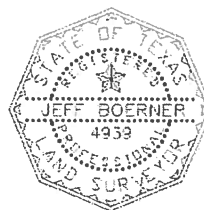
Note: All bearings, distances and coordinates are referenced to the Texas State Plane Coordinate System, Central Zone grid (SPCS 4203) NAD'83. Values may be converted to ground values using a combined scale factor of 1.000180000.

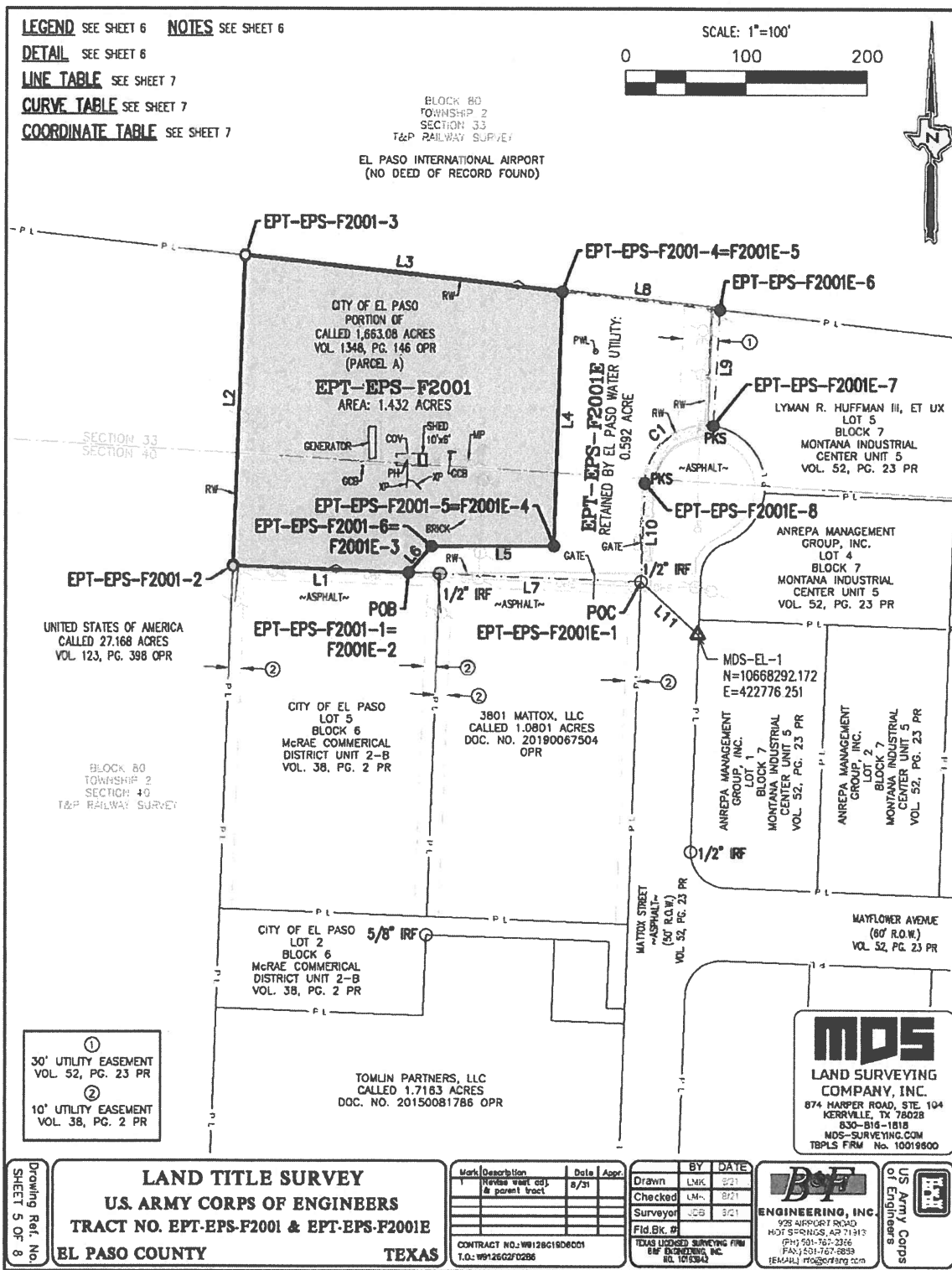
Prepared Date 8/27/2021

Revision Date 8/31/2021

Signed


MDS Land Surveying Company, Inc.
Jeff Boerner, R.P.L.S. No. 4939





GENERAL SURVEYOR'S NOTES:

1. THE BEARINGS, DISTANCES AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCED TO NAD 83(2011), TX CENTRAL ZONE(4203), US SURVEY FEET, USING THE CORS(2011) ADJUSTMENT. THE DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND MAY BE CONVERTED TO GROUND (SURFACE) USING THE TXDOT COUNTY PUBLISHED COMBINED SCALE FACTOR OF 1.000180000 (E.G. GRID X 1.000180000 = SURFACE).
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EQUAL DATE WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PLAT.
3. THE SQUARE FOOTAGE TOTAL RECITED HEREIN IS BASED ON MATHEMATICAL CALCULATIONS AND SUBJECT TO THE RULES OF ROUNDING AND SIGNIFICANT NUMBERS.
4. THE REMAINING ACREAGE OF THE PARENT TRACT WAS CALCULATED FROM THE RECORDED INSTRUMENTS AND IS NOT BASED ON FIELD DIMENSIONS. SEE SURVEYORS REPORT FOR BOUNDARY AND REMAINING ACREAGE NOTES.
5. FIELD SURVEY WAS COMPLETED IN AUGUST 2021.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. MDS LAND SURVEYING COMPANY, INC. HAS PROVIDED THESE SURVEY SERVICES TO THE CORPS OF ENGINEERS AS A SUB-CONSULTANT TO B&F ENGINEERING, INC., THE PRIME CONSULTANT. THE CORP'S CONTRACTING OFFICER'S REPRESENTATIVE IS STEPHEN CORLEY, RPLS (817) 886-1143.

ALTA/NSPS TABLE A NOTES:

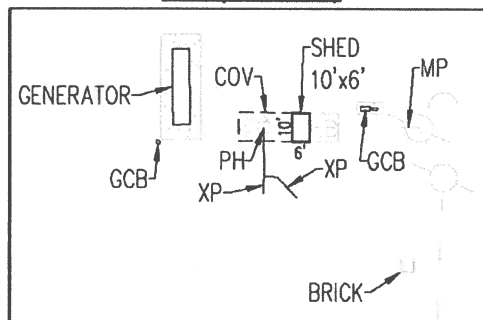
1. EXISTING AND SET MONUMENTS SHOWN HEREON.
3. ACCORDING TO COMMUNITY PANEL NO. 48021400358 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR EL PASO COUNTY, TEXAS, HAVING AN EFFECTIVE DATE OF OCTOBER 15, 1982, THE SUBJECT TRACT IS SITUATED WITHIN: ZONE "C"; DEFINED AS AREAS OF MINIMAL FLOODING. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. GROSS LAND AREA: 1.432 ACRES.
- 7(A). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL ARE SHOWN HEREON.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON.
9. TOTAL NO. OF PARKING SPACES: 0
 - NO. OF REGULAR PARKING SPACES: 0
 - NO. OF HANDICAPPED PARKING SPACES: 0
11. VISIBLE UTILITIES WERE LOCATED WITH THIS SURVEY; NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED FOR THIS SURVEY. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
13. NAMES OF ADJOINERS SHOWN HEREON.
19. PLOTTABLE OFFSITE EASEMENTS OBTAINED BY THE SURVEYOR ARE SHOWN HEREON.
21. LOCATION OF PROPOSED WELL SHOWN HEREON.

SPECIAL NOTE:

THIS LAND TITLE SURVEY IS NOT CONSIDERED AN OFFICIAL ALTA/NSPS LAND TITLE SURVEY, SINCE THE CLIENT DID NOT PROVIDE A TITLE COMMITMENT AND/OR THE REFERENCED DOCUMENTS FOR EASEMENTS, ETC. THAT EXIST WITHIN A TITLE COMMITMENT. HOWEVER, THE BASIS OF THIS SURVEY IS THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, INCLUDING TABLE A (THE OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, AS HIGHLIGHTED IN THE USAGE SCOPE OF WORK (E.G. TABLE A ITEMS: 1, 3, 4, 7A, 8, 9, 11, 13, 19 AND 21).

LEGEND

COV	COVERED
GCB	GENERATOR CONTROL BOX
IRF	REBAR FOUND (SIZE NOTED)
MP	METER PANEL
OPR	OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
PG	PAGE
PH	PUMP HEAD
PKS	PK NAIL W/ "MDS" WASHER SET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
PR	PLAT RECORDS OF EL PASO COUNTY
PWL	PROPOSED WELL LOCATION
RW	ROCK WALL (HEIGHT: +/- 8')
T&P	TEXAS AND PACIFIC
VOL	VOLUME
XP	EXPOSED 8" PIPE
●	SET 5/8" REBAR W/ "MDS" CAP AS NOTED
○	FOUND MONUMENT AS NOTED
○	CALCULATED POINT (IN ROCK WALL)
△	CONTROL POINT
□	ELECTRIC CONTROL BOX
—	GUY ANCHOR
—	POWER POLE
—	TELEPHONE PEDESTAL
—	ACQUISITION AREA BOUNDARY
—	ACQUISITION EASEMENT BOUNDARY
—	APPROXIMATE SECTION LINE
—	CHAIN LINK FENCE
—	EXISTING EASEMENT
—	OVERHEAD UTILITIES
—	PL — PROPERTY LINE

DETAIL (SCALE: 1"=50')**MDS**LAND SURVEYING
COMPANY, INC.874 HARPER ROAD, STE. 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM
TBPLS FIRM No. 10019600**B&F**
ENGINEERING, INC.
928 AUSTIN ST. SUITE 101
HOUSTON, TX 77057
(PH) 501-767-2700
(FAX) 501-767-6809
EMAIL: info@b-f-engineering.comUS Army Corps
of EngineersDrawing Ref. No.
SHEET 6 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr.
1	Revised west adj. & parent tract	8/31	

CONTRACT NO.: W9128-01-BD-001
T.O.: W9126-02F0286

BY	DATE
Drawn	LMK 8/2
Checked	LMK 8/21
Surveyor	JCS 8/21
Field Bk. #	

TEXAS LICENSED SURVEYING FIRM
B&F ENGINEERING, INC.
NO. 100354

MDS PROJ. 21-989-00 FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°52'52" W	145.66'
L2	N 02°07'15" E	255.70'
L3	S 83°36'09" E	264.57'
L4	S 01°43'33" W	209.55'
L5	S 89°48'18" W	101.93'
L6	S 40°39'28" W	28.52'
L7	N 87°52'52" W	192.34'
L8	S 83°36'09" E	131.63'
L9	S 03°06'27" W	95.54'
L10	S 02°05'27" W	80.90'
L11	N 47°50'30" W	64.12'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	84.07'	74.51'	S 50°15'24" W	96°19'55"

COORDINATE TABLE

MONUMENT NAME	NORTHING	EASTING
EPT-EPS-F2001-1=F2001E-2	10668342.316	422536.519
EPT-EPS-F2001-2	10668347.702	422390.955
EPT-EPS-F2001-3	10668603.231	422400.418
EPT-EPS-F2001-4=F2001E-5	10668573.751	422663.335
EPT-EPS-F2001-5=F2001E-4	10668364.297	422657.024
EPT-EPS-F2001-6=F2001E-3	10668363.950	422555.099
EPT-EPS-F2001E-1	10668335.205	422728.723
EPT-EPS-F2001E-6	10668559.085	422794.144
EPT-EPS-F2001E-7	10668463.685	422788.965
EPT-EPS-F2001E-8	10668416.048	422731.674

OWNERSHIP INFO

① CITY OF EL PASO REMAINDER OF CALLED 1,663.08 ACRES VOL. 1348, PG. 146 OPR (PARCEL A)	② CITY OF EL PASO LOT 5, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR	③ 3801 MATTOX, LLC CALLED 1.0801 ACRES DOC. NO. 20190067504 OPR
④ LYMAN R. HUFFMAN III, ET UX LOT 5, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR	⑤ ANREPA MANAGEMENT GROUP, INC. LOT 4, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR	⑥ ANREPA MANAGEMENT GROUP, INC. LOT 1, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR
⑦ CITY OF EL PASO LOT 2, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR	⑧ TOMLIN PARTNERS, LLC CALLED 1.7163 ACRES DOC. NO. 20150081786 OPR	⑨ HECTOR ZEPEDA CALLED 1.8611 ACRES DOC. NO. 20080017801 OPR
⑩ JMS & T PROPERTIES LLC LOT 9, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR	⑪ STORY & SONS INVESTMENTS, LLC LOT 8, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR	⑫ DIANA V. MIRAMONTES LOT 7, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR
⑬ UNITED STATES OF AMERICA CALLED 0.4538 ACRE VOL. 2040, PG. 1253 OPR	⑭ UNITED STATES OF AMERICA CALLED 27.168 ACRES VOL. 123, PG. 398 OPR	

VICINITY MAP
NOT TO SCALE
MDS

 LAND SURVEYING
COMPANY, INC.

 874 HARPER ROAD, STE. 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM
TBPLS FIRM No. 10019600

 Drawing Ref. No.
SHEET 7 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr.
1	Review west ad & parent tract	8/31	

 CONTRACT NO. W9126C1906001
T.O. W9126C270288

BY	DATE
Drawn LMK	8/21
Checked LMK	8/21
Surveyor JDB	8/21
Fid Bk #	
TEXAS LICENSED SURVEYING FIRM B&F ENGINEERING, INC. NO. 1013342	

B&F
ENGINEERING, INC.
202 AIRPORT ROAD
HOT SPRINGS, AR 71711
(PH) 501-751-2396
(FAX) 501-761-6554
(EMAIL) info@bfeinc.com

**U.S. Army Corps
of Engineers**

MDS PROJ. 21-399-00

FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

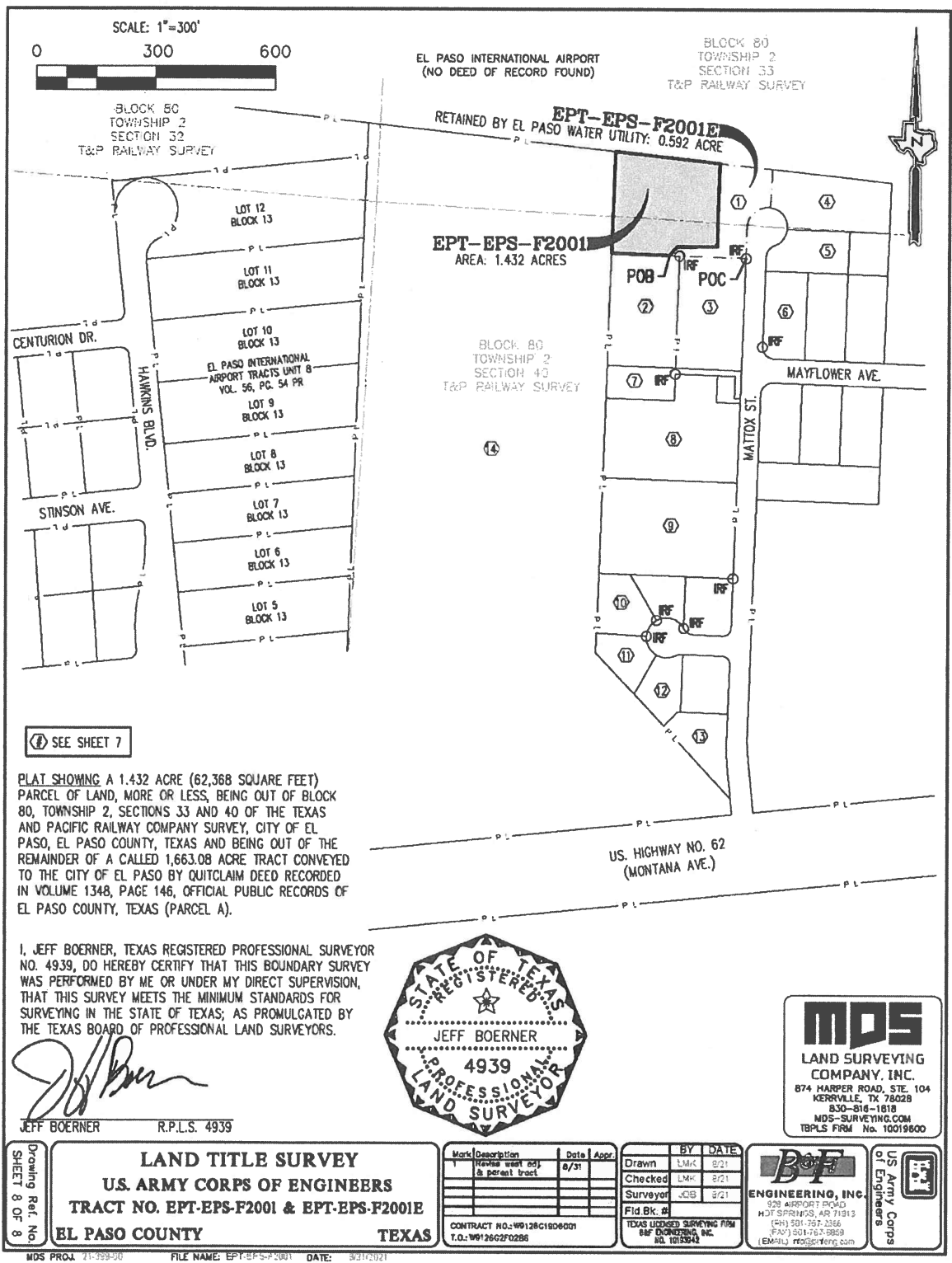


Exhibit "B"

to the Offer to Sell Real Property covering Tract No. EPT-EPS-F2001

ESTATE TAKEN

El Paso County, Texas

Tract: EPT-EPS-F2001

Owner: City of El Paso

Acres: 1.432

The estate acquired is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to all interests in minerals and appurtenant rights for the exploration, development, production and removal of said minerals;

reserving unto Grantor a temporary right-of-entry and construction easement, the terms and conditions of which are set forth in the attached **Exhibit "C,"** over, across, under, and through that certain real property referred to as Tract No. EPT-EPS-F2001 located in El Paso County, Texas, more particularly described in the attached **Exhibit "A"** (the "Property");

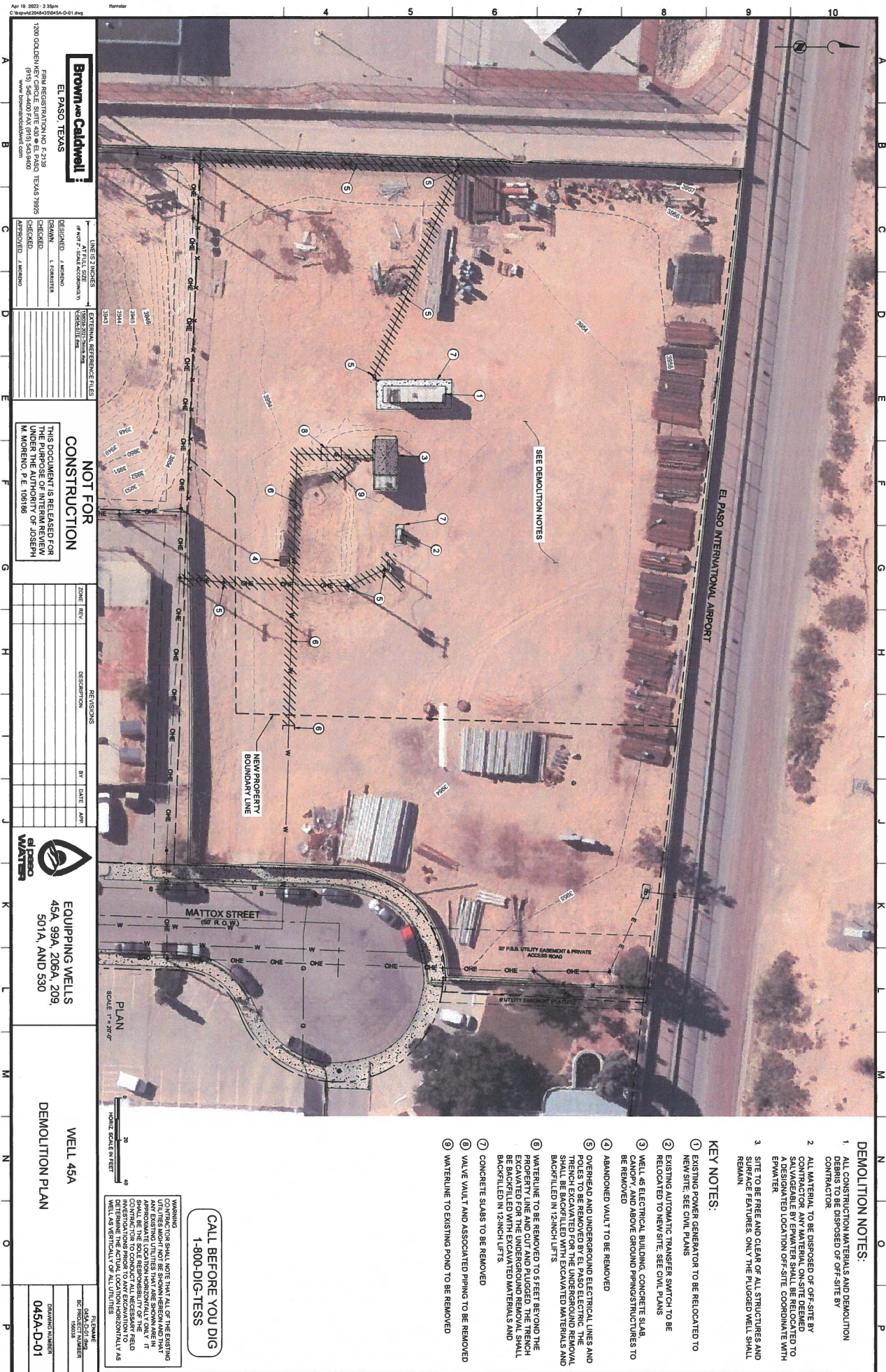
excepting and excluding all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation and maintenance of U.S Immigration and Custom Enforcement facilities.

Exhibit "C"

The Vendor agrees to:

- (1) provide the United States with design plans for the work described below prior to the commencement of construction to verify the work will be sufficient for supporting site activities.
- (2) drill, install, test, and connect a new water well for the City of El Paso to be located at Northeast portion of Tract No EPT-EPS-F2001E.
- (3) cap and remove all equipment/facilities associated with the old water well located on the land described in **Exhibit "A"** referred to as Tract No. EPT-EPS-F2001 once the new water well is online and producing.
- (4) remove and dispose of all portions of the water force main , above ground and below ground, from the pump control building to the east property line of Tract No. EPT-EPS-F2001. The trench excavated for the underground removal shall be backfilled with excavated material and backfilled in 12-inch lifts
- (5) remove all construction materials and all excavation debris and restore the surface of the land described in **Exhibit "A"** to as near the condition as existing prior to the commencement of the work described in paragraphs 2 and 3 above as is reasonably practical and leave the land in a condition sufficient for governmental purposes.
- (6) all activities to be concluded on or before September 27, 2022.

Unless the Easement is extended by written agreement signed by both parties hereto, the Easement shall automatically terminate on September 27, 2022, or when the Work is completed by Grantor, whichever is earlier. The parties further agree to terminate the Easement earlier if the Secretary determines that the Easement hereby reserved interferes with the future use or disposal of the Property by the United States; or at any time in the event of a national emergency as declared by the President or Congress; or in the interest of national defense; or for failure of Grantor to comply with any material conditions of the Easement; or for non-use for a consecutive period of two years, excepting events of force majeure, or upon abandonment. The United States will provide written notice of termination to Grantor. Upon termination or voluntary cessation of use by Grantor, Grantor shall be entitled to remove its facilities within thirty (30) days following termination or voluntary cessation. If not so removed during that time period, The United States may remove such facilities at Grantor's sole cost.



DEMOLITION NOTES:

1. ALL CONSTRUCTION MATERIALS AND DEMOLITION DEBRIS ARE TO BE DISPOSED OF OFF-SITE BY CONTRACTOR.
2. ALL MATERIAL TO BE DISPOSED OF OFF-SITE BY CONTRACTOR. ANY MATERIAL ON-SITE DEEMED TO BE A DESIGNATED LOCATION OFF-SITE COORDINATE WITH EPMWATER.
3. SITE TO BE FREE AND CLEAR OF ALL STRUCTURES AND REMAINS. EXCEPT FOR THE PLOUGED WELL SHALL REMAIN.

KEY NOTES:

1. EXISTING POWER GENERATOR TO BE RELOCATED TO NEW SITE. SEE CIVIL PLANS.
2. EXISTING AUTOMATIC TRANSFER SWITCH TO BE RELOCATED TO NEW SITE. SEE CIVIL PLANS.
3. WELL 45 ELECTRICAL BUILDING, CONCRETE SLAB, CANOPY, AND ABOVE GROUND PIPING STRUCTURES TO BE REMOVED.
4. ABANDONED VAULT TO BE REMOVED.
5. OVERHEAD AND UNDERGROUND ELECTRICAL LINES AND TRENCH EXCAVATED FOR THE UNDERGROUND REMOVAL SHALL BE BACKFILLED WITH EXCAVATED MATERIALS AND BACKFILLED IN 12-INCH LIFTS.
6. WATERLINE TO BE REMOVED TO 5 FEET BEYOND THE PROPERTY LINE AND CUT AND PLOUGED. THE TRENCH EXCAVATED FOR THE UNDERGROUND REMOVAL SHALL BE BACKFILLED WITH EXCAVATED MATERIALS AND BACKFILLED IN 12-INCH LIFTS.
7. CONCRETE SLABS TO BE REMOVED.
8. VALVE VAULT AND ASSOCIATED PIPING TO BE REMOVED.
9. WATERLINE TO EXISTING POND TO BE REMOVED.

CALL BEFORE YOU DIG
1-800-DIG-TESS

WARNING: DRILLERS SHALL NOTE THAT ALL OF THE EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. ANY EXISTING UTILITIES THAT ARE SHOWN IN THIS PLAN THAT ARE NOT SHOWN ON RECORD DRAWINGS OR FIELD SURVEY SHALL BE THE SOLE RESPONSIBILITY OF THE FIELD INVESTIGATOR PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION HORIZONTALLY AS WELL AS VERTICALLY OF ALL UTILITIES.

Brown & Caldwell

EL PASO, TEXAS

FIRM REGISTRATION NO. 5-2139
1000 GOLDEN KEY CIRCLE, SUITE 400 • EL PASO, TEXAS 79925
(915) 545-4400 FAX (915) 545-9400
www.browncaldwell.com

DESIGNED: J. MORENO

CHECKED: J. MORENO

APPROVED: J. MORENO

AT FULL SIZE

SCALE: 1" = 20'

EXTERNAL REFERENCE FILES

NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY. IT IS NOT TO BE USED FOR FINAL CONSTRUCTION. M. MORENO, P.E. 106186

EL PASO WATER

EQUIPPING WELLS
45A, 99A, 206A, 209,
501A, AND 530

WELL 45A

DEMOLITION PLAN

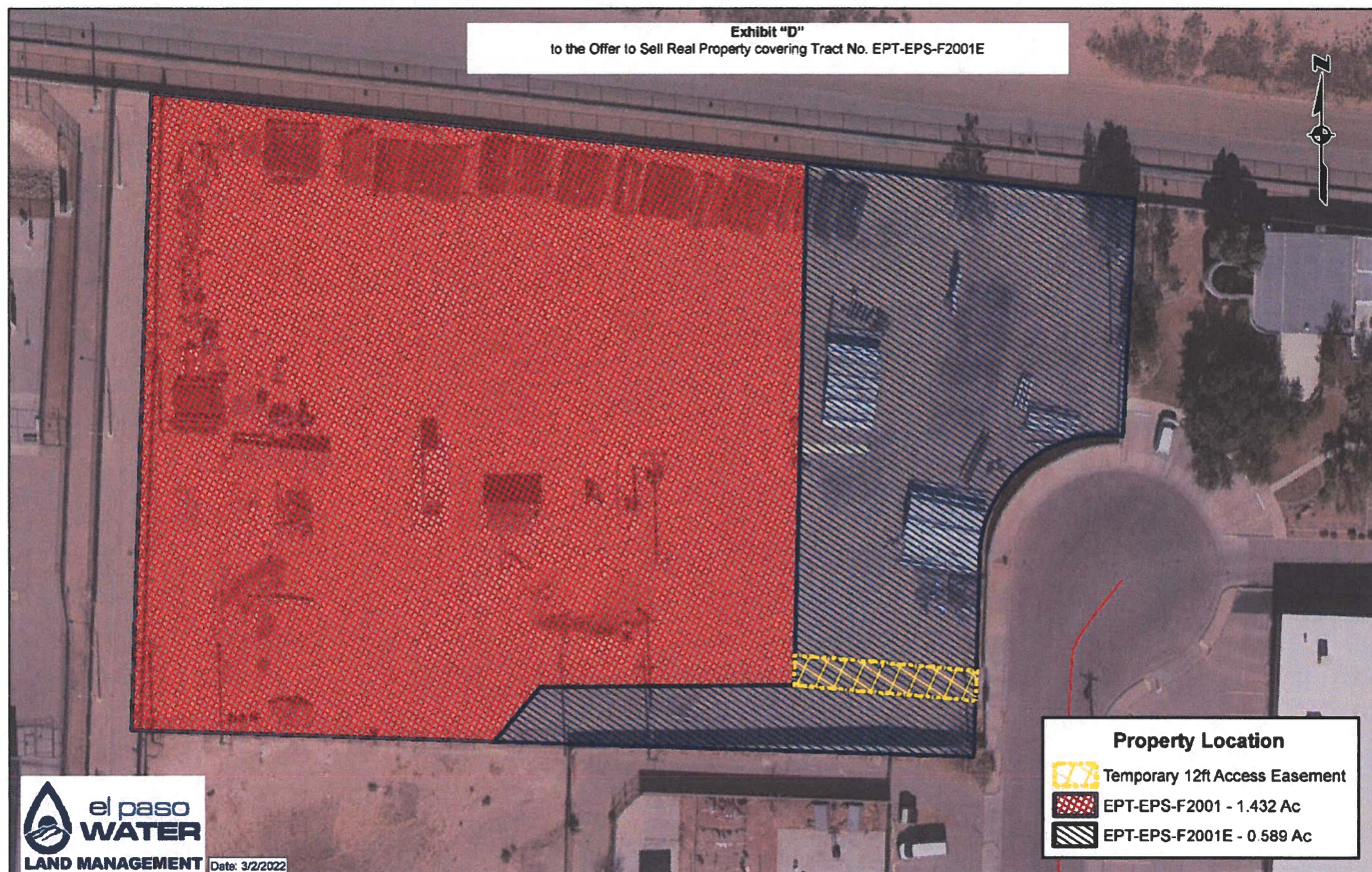
FILE NAME

DR. PROJECT NUMBER

DRAWING NUMBER

045A-D-01

Exhibit "D"



SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER

GRANTOR:

EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD,
a component unit of the City of El Paso, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

GRANTEE:

UNITED STATES OF AMERICA and its assigns
Department of Homeland Security, U.S. Immigration and Customs Enforcement
500 12th Street, S.W., STOP 5703
Washington, DC 20536-5704

CONSIDERATION: For and in consideration of the sum of TWO MILLION ONE HUNDRED FIFTY THOUSAND ONE HUNDRED FORTY-TWO DOLLARS AND NO/100 (\$2,150,142.00) in hand paid by GRANTEE to GRANTOR, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR has **GRANTED, SOLD AND CONVEYED**, and by these presents does hereby **GRANT, SELL AND CONVEY** unto the United States of America and its assigns, all of the following described real property located in El Paso County, Texas, in fee simple:

PROPERTY (including any improvements):

1.432 acres of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), and being more particularly described by metes and bounds and survey in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

THE ESTATE GRANTED BY GRANTOR AND ACQUIRED BY GRANTEE is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to all interests in minerals and appurtenant rights for the exploration, development, production and removal of said minerals;

EXCEPTING AND EXCLUDING all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation, and maintenance of U.S Immigration and Customs Enforcement facilities.

RESERVING unto Grantor a temporary right-of-entry and construction easement in, on, over and across the Property described above and more particularly described by metes and bounds and survey in the attached Exhibit "A" (the "Temporary Easement"), the terms and conditions of which are more fully set forth in that certain Offer to Sell Real Property (the "OTS") covering the Property and executed by the parties herein; the Temporary Easement shall automatically terminate on September 27, 2022, or when the Work described in the OTS is completed by Grantor, whichever is earlier.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE and its assigns forever.

The said GRANTOR does hereby bind GRANTOR and its administrators, successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said Property unto the GRANTEE and its assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor, but not otherwise.

IN TESTIMONY WHEREOF, witness my signature on this ____ day of _____, 2022.

“GRANTOR”
THE EL PASO WATER UTILITIES-
PUBLIC SERVICE BOARD, for and on behalf of
the CITY OF EL PASO, a Texas municipal
corporation

By: Tomas Gonzalez, City Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned notary public, on this day personally appeared Tomas Gonzalez, as City Manager of the City of El Paso, who has proven to me through presentation of appropriate and legally sufficient identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this the _____ day of _____ 2022.

Notary Public, State of Texas

EXHIBIT "A"

**Department of Homeland Security
Immigration and Customs Enforcement
Proposed Acquisition of Tract EPT-EPS-F2001
Property Description**

County: El Paso

Grantor: City of El Paso

Acreage: 1.432

Being a 1.432 acre (62,368 square feet) parcel of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), said parcel of land being more particularly described by metes and bounds as follows;

Commencing at a found 1/2" rebar at the southeast corner of the remainder of the called 1,663.08 acre tract and the northeast corner of a called 1.0801 acre tract conveyed to 3801 Mattox, LLC recorded in Document No. 20190067504, Official Public Records of El Paso County, Texas, said point being in the west right-of-way line of Mattox Street (50' width, Volume 52, Page 23, Plat Records of El Paso County, Texas), said point having the coordinates of N=10668335.205, E=422728.723, said point bears N 47°50'30" W, a distance of 64.12' from United States Army Corps of Engineers Control Point No. MDS-EL-1;

Thence: N 87°52'52" W, departing the west right-of-way line of Mattox Street, with the south line of the remainder of the called 1,663.08 acre tract and the north line of the called 1.0801 acre tract, passing at 166.80' a found 1/2" rebar at the northwest corner of the called 1.0801 acre tract and the northeast corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B, recorded in Volume 38, Page 2, Plat Records of El Paso County, Texas, continuing for a total distance of 192.34' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-1=F2001E-2" for the **Point of Beginning** and south corner of Tract EPT-EPS-F2001, said point being in the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, said point having the coordinates of N=10668342.316, E=422536.519;

Thence: N 87°52'52" W, with the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, for a distance of 145.66' to a calculated point in a rock wall for the southwest corner of Tract EPT-EPS-F2001, said point being at the northwest corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B and the southwest corner of the remainder of the called 1,663.08 acre tract, said point being in the east line of a called 27.168 acre tract conveyed to the United States of America recorded in Volume 123, Page 398, Official Public Records of El Paso County, Texas;

Thence: N 02°07'15" E, with the west line of the remainder of the called 1,663.08 acre tract, the east line of the called 27.168 acre tract and along the centerline of a rock wall, for a distance of 255.70' to a calculated point in a rock wall for the northwest corner of Tract EPT-EPS-F2001, said

point being at the northwest corner of the remainder of the called 1,663.08 acre tract and the northeast corner of the called 27.168 acre tract, said point being in the south line of the El Paso International Airport tract (no deed of record found);

Thence: S 83°36'09" E, with the north line of the remainder of the called 1,663.08 acre tract, the south line of the El Paso International Airport tract and the south line of a rock wall, for a distance of 264.57' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-4=F2001E-5" for the northeast corner of Tract EPT-EPS-F2001, said point being in the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract;

Thence: departing the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract, over and across the remainder of the called 1,663.08 acre tract, the following courses and distances:

- S 01°43'33" W, for a distance of 209.55' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-5=F2001E-4" for the southeast corner of Tract EPT-EPS-F2001;
- S 89°48'18" W, for a distance of 101.93' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-6=F2001E-3" for angle;
- S 40°39'28" W, for a distance of 28.52' to the **Point of Beginning**.

Note: All bearings, distances and coordinates are referenced to the Texas State Plane Coordinate System, Central Zone grid (SPCS 4203) NAD'83. Values may be converted to ground values using a combined scale factor of 1.000180000.

Prepared Date 8/27/2021

Revision Date 8/31/2021

Signed

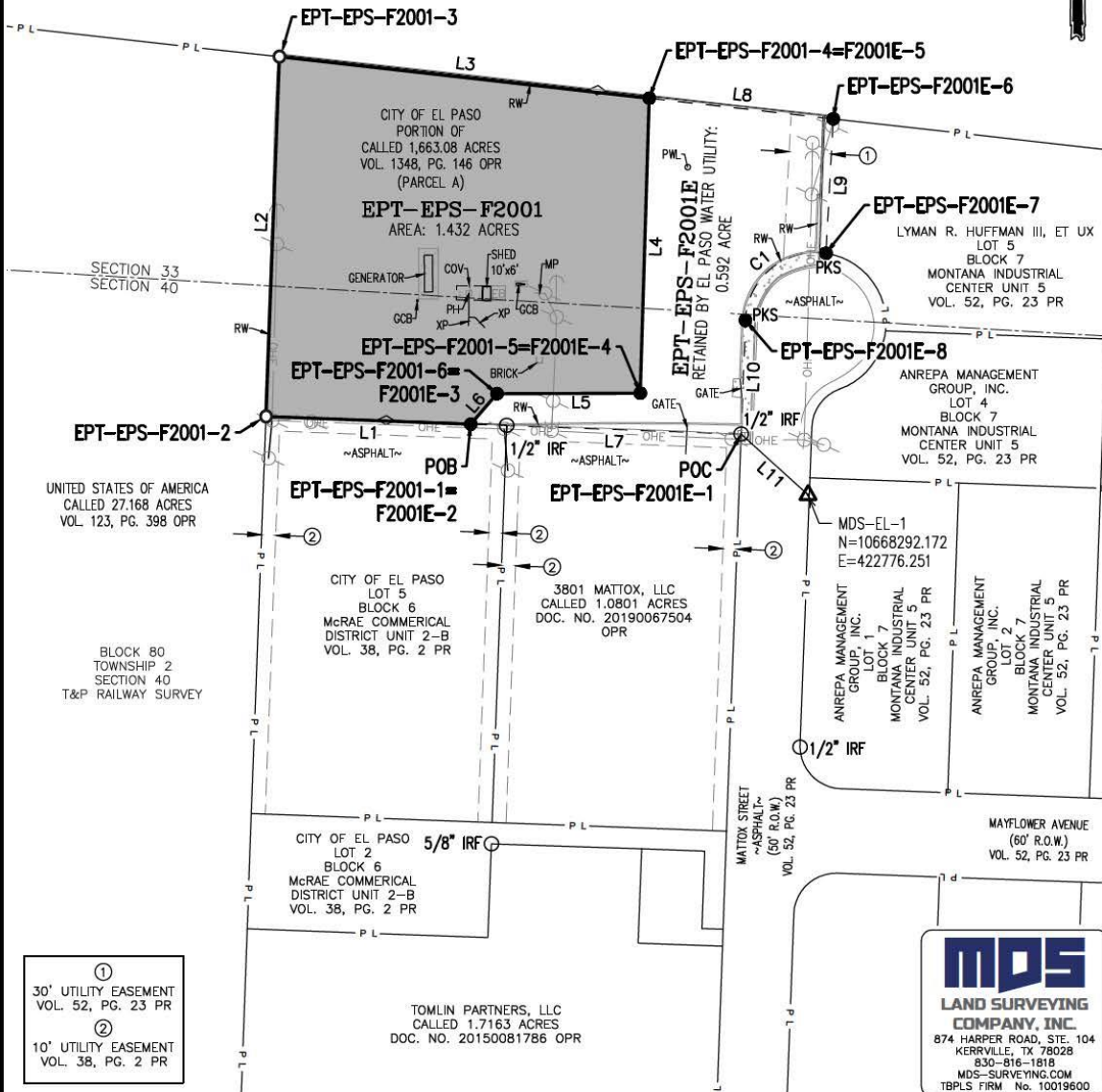


MDS Land Surveying Company, Inc.
Jeff Boerner, R.P.L.S. No. 4939



LEGEND SEE SHEET 6 **NOTES** SEE SHEET 6
DETAIL SEE SHEET 6
LINE TABLE SEE SHEET 7
CURVE TABLE SEE SHEET 7
COORDINATE TABLE SEE SHEET 7

BLOCK 80
TOWNSHIP 2
SECTION 33
T&P RAILWAY SURVEY
EL PASO INTERNATIONAL AIRPORT
(NO DEED OF RECORD FOUND)



Drawing Ref. No.
SHEET 5 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr
1	Revised west adj. & parent tract	8/31	

CONTRACT NO.: W9126G19D6001
T.O.: W9126G2F02B6

	BY	DATE
Drawn	LMK	8/21
Checked	LMK	8/21
Surveyor	JDB	8/21
Fld.Bk. #		
TEXAS LICENSED SURVEYING FIRM B&F ENGINEERING, INC. NO. 10193942		

B&F
ENGINEERING, INC.
928 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2386
(FAX) 501-767-8859
(EMAIL) info@bnfenga.com



GENERAL SURVEYOR'S NOTES:

1. THE BEARINGS, DISTANCES AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCED TO NAD 83(2011), TX CENTRAL ZONE(4203), US SURVEY FEET, USING THE CORS(2011) ADJUSTMENT. THE DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND MAY BE CONVERTED TO GROUND (SURFACE) USING THE TXDOT COUNTY PUBLISHED COMBINED SCALE FACTOR OF 1.000180000 (E.G. GRID X 1.000180000 = SURFACE).
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EQUAL DATE WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PLAT.
3. THE SQUARE FOOTAGE TOTAL RECITED HEREIN IS BASED ON MATHEMATICAL CALCULATIONS AND SUBJECT TO THE RULES OF ROUNDING AND SIGNIFICANT NUMBERS.
4. THE REMAINING ACREAGE OF THE PARENT TRACT WAS CALCULATED FROM THE RECORDED INSTRUMENTS AND IS NOT BASED ON FIELD DIMENSIONS. SEE SURVEYORS REPORT FOR BOUNDARY AND REMAINING ACREAGE NOTES.
5. FIELD SURVEY WAS COMPLETED IN AUGUST 2021.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. MDS LAND SURVEYING COMPANY, INC. HAS PROVIDED THESE SURVEY SERVICES TO THE CORPS OF ENGINEERS AS A SUB-CONSULTANT TO B&F ENGINEERING, INC., THE PRIME CONSULTANT. THE CORP'S CONTRACTING OFFICER'S REPRESENTATIVE IS STEPHEN CORLEY, RPLS (817) 886-1143.

ALTA/NSPS TABLE A NOTES:

1. EXISTING AND SET MONUMENTS SHOWN HEREON.
3. ACCORDING TO COMMUNITY PANEL NO. 4802140035B OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR EL PASO COUNTY, TEXAS, HAVING AN EFFECTIVE DATE OF OCTOBER 15, 1982, THE SUBJECT TRACT IS SITUATED WITHIN: ZONE "C"; DEFINED AS AREAS OF MINIMAL FLOODING. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. GROSS LAND AREA: 1.432 ACRES.
- 7(A). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL ARE SHOWN HEREON.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON.
9. TOTAL NO. OF PARKING SPACES: 0
 - NO. OF REGULAR PARKING SPACES: 0
 - NO. OF HANDICAPPED PARKING SPACES: 0
11. VISIBLE UTILITIES WERE LOCATED WITH THIS SURVEY; NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED FOR THIS SURVEY. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
13. NAMES OF ADJOINERS SHOWN HEREON.
19. PLOTTABLE OFFSITE EASEMENTS OBTAINED BY THE SURVEYOR ARE SHOWN HEREON.
21. LOCATION OF PROPOSED WELL SHOWN HEREON.

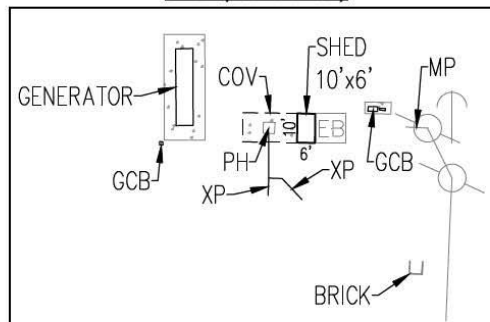
SPECIAL NOTE:

THIS LAND TITLE SURVEY IS NOT CONSIDERED AN OFFICIAL ALTA/NSPS LAND TITLE SURVEY, SINCE THE CLIENT DID NOT PROVIDE A TITLE COMMITMENT AND/OR THE REFERENCED DOCUMENTS FOR EASEMENTS, ETC. THAT EXIST WITHIN A TITLE COMMITMENT. HOWEVER, THE BASIS OF THIS SURVEY IS THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, INCLUDING TABLE A (THE OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, AS HIGHLIGHTED IN THE USAGE SCOPE OF WORK (E.G. TABLE A ITEMS: 1, 3, 4, 7A, 8, 9, 11, 13, 19 AND 21).

LEGEND

COV	COVERED
GCB	GENERATOR CONTROL BOX
IRF	REBAR FOUND (SIZE NOTED)
MP	METER PANEL
OPR	OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
PG	PAGE
PH	PUMP HEAD
PKS	PK NAIL W/ "MDS" WASHER SET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
PR	PLAT RECORDS OF EL PASO COUNTY
PWL	PROPOSED WELL LOCATION
RW	ROCK WALL (HEIGHT: +/- 8')
T&P	TEXAS AND PACIFIC
VOL	VOLUME
XP	EXPOSED 8" PIPE
●	SET 5/8" REBAR W/ "MDS" CAP AS NOTED
○	FOUND MONUMENT AS NOTED
○	CALCULATED POINT (IN ROCK WALL)
△	CONTROL POINT
⊞	ELECTRIC CONTROL BOX
←	GUY ANCHOR
⚡	POWER POLE
⊞	TELEPHONE PEDESTAL

—	ACQUISITION AREA BOUNDARY
- - - -	ACQUISITION EASEMENT BOUNDARY
- - - - -	APPROXIMATE SECTION LINE
—◇—	CHAIN LINK FENCE
- - - - -	EXISTING EASEMENT
—O—	OHE OVERHEAD UTILITIES
—PL—	PROPERTY LINE

DETAIL (SCALE: 1"=50')

MDS
LAND SURVEYING
COMPANY, INC.
874 HARPER ROAD, STE. 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM
TBPLS FIRM No. 10019600

Drawing Ref. No.
SHEET 6 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr.
1	Revised west adj. & parent tract	8/31	

CONTRACT NO.: W9126G1906001
T.O.: W9126G220286

BY	DATE
Drawn LMK	8/21
Checked LMK	8/21
Surveyor JDB	8/21
Fld Bk #	

TEXAS LICENSED SURVEYING FIRM
B&F ENGINEERING, INC.
NO. 10193942

B&F
ENGINEERING, INC.
928 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2266
(FAX) 501-767-6859
(EMAIL) info@brefeng.com

U.S. Army Corps
of Engineers

MDS PROJ. 21-399-00

FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

EPT-EPS-F2001

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°52'52" W	145.66'
L2	N 02°07'15" E	255.70'
L3	S 83°36'09" E	264.57'
L4	S 01°43'33" W	209.55'
L5	S 89°48'18" W	101.93'
L6	S 40°39'28" W	28.52'
L7	N 87°52'52" W	192.34'
L8	S 83°36'09" E	131.63'
L9	S 03°06'27" W	95.54'
L10	S 02°05'27" W	80.90'
L11	N 47°50'30" W	64.12'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	84.07'	74.51'	S 50°15'24" W	96°19'55"

COORDINATE TABLE

MONUMENT NAME	NORTHING	EASTING
EPT-EPS-F2001-1=F2001E-2	10668342.316	422536.519
EPT-EPS-F2001-2	10668347.702	422390.955
EPT-EPS-F2001-3	10668603.231	422400.418
EPT-EPS-F2001-4=F2001E-5	10668573.751	422663.335
EPT-EPS-F2001-5=F2001E-4	10668364.297	422657.024
EPT-EPS-F2001-6=F2001E-3	10668363.950	422555.099
EPT-EPS-F2001E-1	10668335.205	422728.723
EPT-EPS-F2001E-6	10668559.085	422794.144
EPT-EPS-F2001E-7	10668463.685	422788.965
EPT-EPS-F2001E-8	10668416.048	422731.674

OWNERSHIP INFO

<p>①</p> <p>CITY OF EL PASO REMAINDER OF CALLED 1,663.08 ACRES VOL. 1348, PG. 146 OPR (PARCEL A)</p>	<p>②</p> <p>CITY OF EL PASO LOT 5, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR</p>	<p>③</p> <p>3801 MATTOX, LLC CALLED 1,0801 ACRES DOC. NO. 20190067504 OPR</p>
<p>④</p> <p>LYMAN R. HUFFMAN III, ET UX LOT 5, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>	<p>⑤</p> <p>ANREPA MANAGEMENT GROUP, INC. LOT 4, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>	<p>⑥</p> <p>ANREPA MANAGEMENT GROUP, INC. LOT 1, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>
<p>⑦</p> <p>CITY OF EL PASO LOT 2, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR</p>	<p>⑧</p> <p>TOMLIN PARTNERS, LLC. CALLED 1.7163 ACRES DOC. NO. 20150081786 OPR</p>	<p>⑨</p> <p>HECTOR ZEPEDA CALLED 1.8611 ACRES DOC. NO. 20080017801 OPR</p>
<p>⑩</p> <p>3MS & T PROPERTIES LLC LOT 9, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>	<p>⑪</p> <p>STORY & SONS INVESTMENTS, LLC LOT 8, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>	<p>⑫</p> <p>DIANA V. MIRAMONTES LOT 7, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>
<p>⑬</p> <p>UNITED STATES OF AMERICA CALLED 0.4538 ACRE VOL. 2040, PG. 1253 OPR</p>	<p>⑭</p> <p>UNITED STATES OF AMERICA CALLED 27.168 ACRES VOL. 123, PG. 398 OPR</p>	

VICINITY MAP

NOT TO SCALE



LAND TITLE SURVEY

U.S. ARMY CORPS OF ENGINEERS

TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E

EL PASO COUNTY

TEXAS

Mark	Description	Date	Appr
1	Revise west adj. & parent tract	8/31	

CONTRACT NO.: W9126G19D6001
T.O.: W9126G2FD286

	BY	DATE
Drawn	LMK	8/21
Checked	LMK	8/21
Surveyor	JDB	8/21
Fld.Bk. #		
TEXAS LICENSED SURVEYING FIRM B&F ENGINEERING, INC. NO. 11187042		

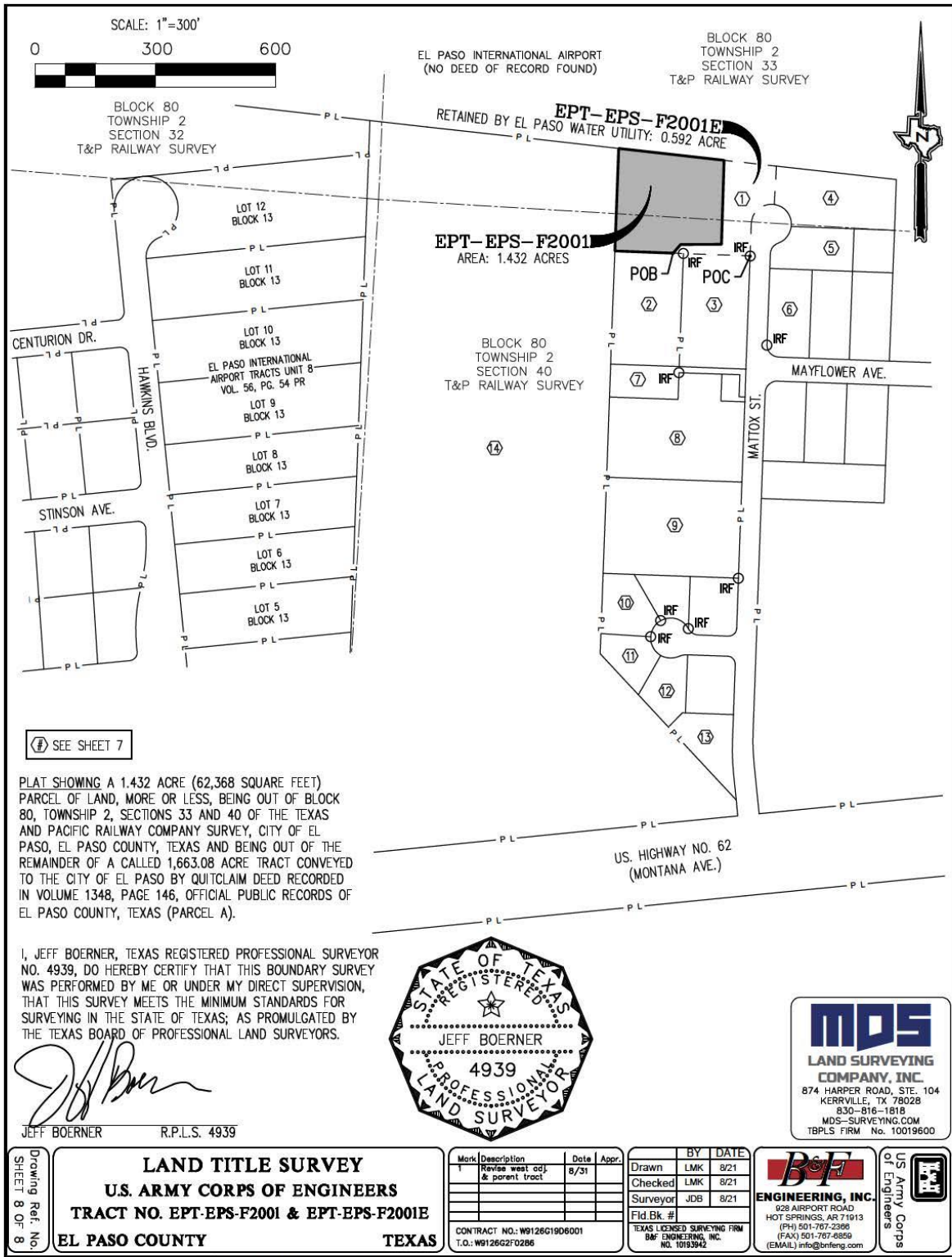


Drawing Ref. No.
SHEET 7 OF 8

MDS PROJ. 21-399-00

FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

EPT-EPS-F2001



SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER LICENSE NUMBER

GRANTOR:

EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD,
a component unit of the City of El Paso, a Texas municipal corporation
1154 Hawkins Blvd.
El Paso, Texas 79925

GRANTEE:

UNITED STATES OF AMERICA and its assigns
Department of Homeland Security, U.S. Immigration and Customs Enforcement
500 12th Street, S.W., STOP 5703
Washington, DC 20536-5704

CONSIDERATION: For and in consideration of the sum of TWO MILLION ONE HUNDRED FIFTY THOUSAND ONE HUNDRED FORTY-TWO DOLLARS AND NO/100 (\$2,150,142.00) in hand paid by GRANTEE to GRANTOR, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTOR has **GRANTED, SOLD AND CONVEYED**, and by these presents does hereby **GRANT, SELL AND CONVEY** unto the United States of America and its assigns, all of the following described real property located in El Paso County, Texas, in fee simple:

PROPERTY (including any improvements):

1.432 acres of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), and being more particularly described by metes and bounds and survey in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

THE ESTATE GRANTED BY GRANTOR AND ACQUIRED BY GRANTEE is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to all interests in minerals and appurtenant rights for the exploration, development, production and removal of said minerals;

EXCEPTING AND EXCLUDING all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation, and maintenance of U.S Immigration and Customs Enforcement facilities.

RESERVING unto Grantor a temporary right-of-entry and construction easement in, on, over and across the Property described above and more particularly described by metes and bounds and survey in the attached Exhibit "A" (the "Temporary Easement"), the terms and conditions of which are more fully set forth in that certain Offer to Sell Real Property (the "OTS") covering the Property and executed by the parties herein; the Temporary Easement shall automatically terminate on September 27, 2022, or when the Work described in the OTS is completed by Grantor, whichever is earlier.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said GRANTEE and its assigns forever.

The said GRANTOR does hereby bind GRANTOR and its administrators, successors, and assigns to **WARRANT AND FOREVER DEFEND** all and singular the said Property unto the GRANTEE and its assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor, but not otherwise.

IN TESTIMONY WHEREOF, witness my signature on this ____ day of _____, 2022.

“GRANTOR”
THE EL PASO WATER UTILITIES-
PUBLIC SERVICE BOARD, for and on behalf of
the CITY OF EL PASO, a Texas municipal
corporation

By: Tomas Gonzalez, City Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned notary public, on this day personally appeared Tomas Gonzalez, as City Manager of the City of El Paso, who has proven to me through presentation of appropriate and legally sufficient identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this the _____ day of _____ 2022.

Notary Public, State of Texas

EXHIBIT "A"

**Department of Homeland Security
Immigration and Customs Enforcement
Proposed Acquisition of Tract EPT-EPS-F2001
Property Description**

County: El Paso

Grantor: City of El Paso

Acreage: 1.432

Being a 1.432 acre (62,368 square feet) parcel of land, more or less, being out of Block 80, Township 2, Sections 33 and 40 of the Texas and Pacific Railway Company Survey, City of El Paso, El Paso County, Texas and being out of the remainder of a called 1,663.08 acre tract conveyed to the City of El Paso by Quitclaim Deed recorded in Volume 1348, Page 146, Official Public Records of El Paso County, Texas (Parcel A), said parcel of land being more particularly described by metes and bounds as follows;

Commencing at a found 1/2" rebar at the southeast corner of the remainder of the called 1,663.08 acre tract and the northeast corner of a called 1.0801 acre tract conveyed to 3801 Mattox, LLC recorded in Document No. 20190067504, Official Public Records of El Paso County, Texas, said point being in the west right-of-way line of Mattox Street (50' width, Volume 52, Page 23, Plat Records of El Paso County, Texas), said point having the coordinates of N=10668335.205, E=422728.723, said point bears N 47°50'30" W, a distance of 64.12' from United States Army Corps of Engineers Control Point No. MDS-EL-1;

Thence: N 87°52'52" W, departing the west right-of-way line of Mattox Street, with the south line of the remainder of the called 1,663.08 acre tract and the north line of the called 1.0801 acre tract, passing at 166.80' a found 1/2" rebar at the northwest corner of the called 1.0801 acre tract and the northeast corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B, recorded in Volume 38, Page 2, Plat Records of El Paso County, Texas, continuing for a total distance of 192.34' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-1=F2001E-2" for the **Point of Beginning** and south corner of Tract EPT-EPS-F2001, said point being in the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, said point having the coordinates of N=10668342.316, E=422536.519;

Thence: N 87°52'52" W, with the south line of the remainder of the called 1,663.08 acre tract and the north line of Lot 5, Block 6, McRae Commercial District, Unit 2-B, for a distance of 145.66' to a calculated point in a rock wall for the southwest corner of Tract EPT-EPS-F2001, said point being at the northwest corner of Lot 5, Block 6, McRae Commercial District, Unit 2-B and the southwest corner of the remainder of the called 1,663.08 acre tract, said point being in the east line of a called 27.168 acre tract conveyed to the United States of America recorded in Volume 123, Page 398, Official Public Records of El Paso County, Texas;

Thence: N 02°07'15" E, with the west line of the remainder of the called 1,663.08 acre tract, the east line of the called 27.168 acre tract and along the centerline of a rock wall, for a distance of 255.70' to a calculated point in a rock wall for the northwest corner of Tract EPT-EPS-F2001, said

point being at the northwest corner of the remainder of the called 1,663.08 acre tract and the northeast corner of the called 27.168 acre tract, said point being in the south line of the El Paso International Airport tract (no deed of record found);

Thence: S 83°36'09" E, with the north line of the remainder of the called 1,663.08 acre tract, the south line of the El Paso International Airport tract and the south line of a rock wall, for a distance of 264.57' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-4=F2001E-5" for the northeast corner of Tract EPT-EPS-F2001, said point being in the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract;

Thence: departing the north line of the remainder of the called 1,663.08 acre tract and the south line of the El Paso International Airport tract, over and across the remainder of the called 1,663.08 acre tract, the following courses and distances:

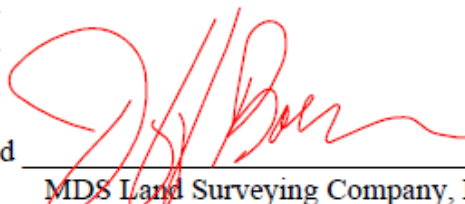
- S 01°43'33" W, for a distance of 209.55' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-5=F2001E-4" for the southeast corner of Tract EPT-EPS-F2001;
- S 89°48'18" W, for a distance of 101.93' to a set 5/8" rebar with an MDS LAND SURVEYING aluminum disk capped survey marker stamped with the following description: "EPT-EPS-F2001-6=F2001E-3" for angle;
- S 40°39'28" W, for a distance of 28.52' to the **Point of Beginning**.

Note: All bearings, distances and coordinates are referenced to the Texas State Plane Coordinate System, Central Zone grid (SPCS 4203) NAD'83. Values may be converted to ground values using a combined scale factor of 1.000180000.

Prepared Date 8/27/2021

Revision Date 8/31/2021

Signed



MDS Land Surveying Company, Inc.
Jeff Boerner, R.P.L.S. No. 4939



EPT-EPS-F2001

LEGEND SEE SHEET 6 **NOTES** SEE SHEET 6

DETAIL SEE SHEET 6

LINE TABLE SEE SHEET 7

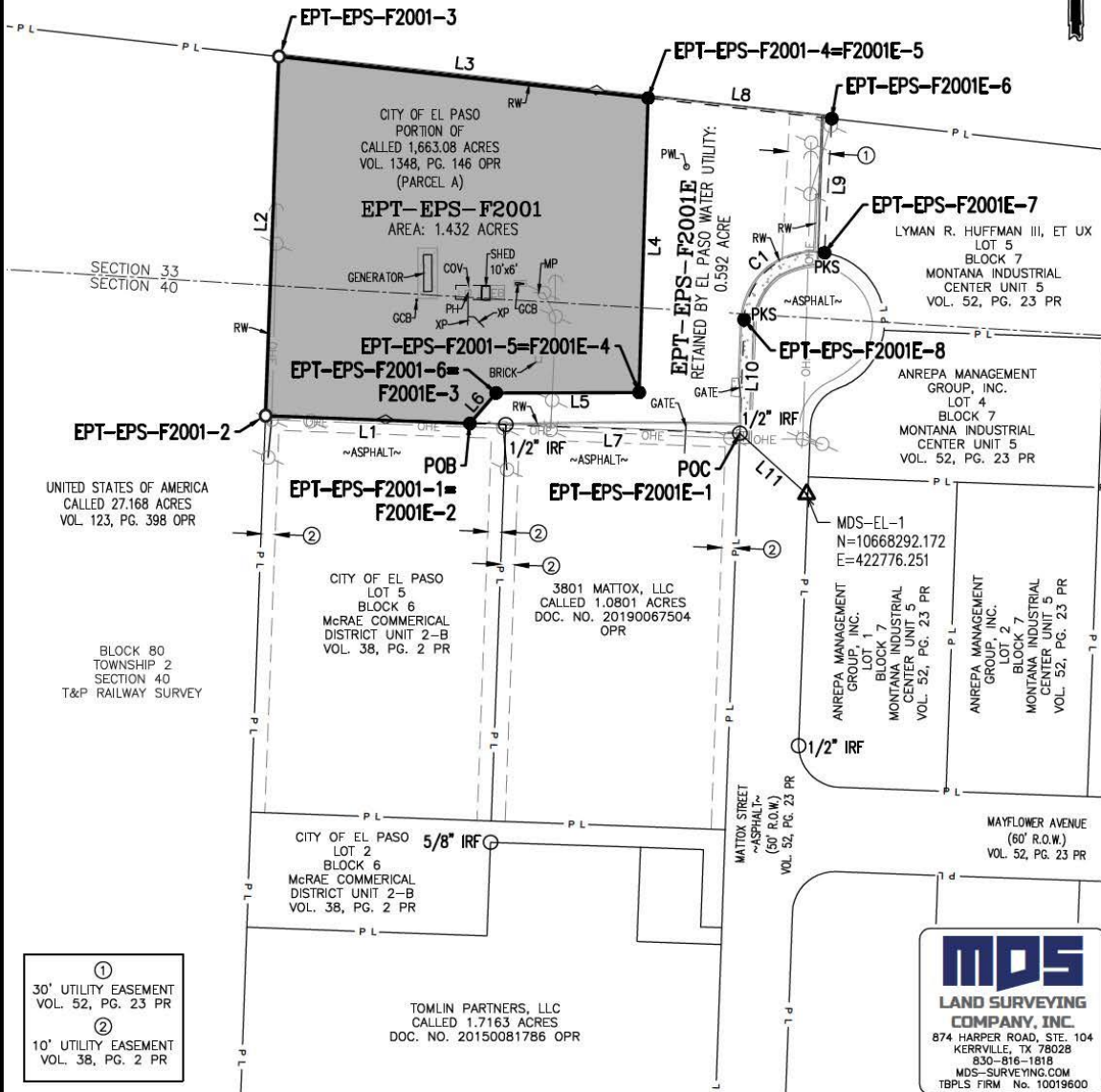
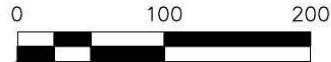
CURVE TABLE SEE SHEET 7

COORDINATE TABLE SEE SHEET 7

BLOCK 80
TOWNSHIP 2
SECTION 33
T&P RAILWAY SURVEY

EL PASO INTERNATIONAL AIRPORT
(NO DEED OF RECORD FOUND)

SCALE: 1"=100'



Drawing Ref. No.
SHEET 5 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr.
1	Revised west adj. & parent tract	8/31	

BY	DATE
Drawn LMK	8/21
Checked LMK	8/21
Surveyor JDB	8/21
Fid Bk #	

B&F ENGINEERING, INC.
628 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2266
(FAX) 501-767-6859
(EMAIL) info@brefeng.com



MDS PROJ. 21-399-00 FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

GENERAL SURVEYOR'S NOTES:

1. THE BEARINGS, DISTANCES AND COORDINATE VALUES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, REFERENCED TO NAD 83(2011), TX CENTRAL ZONE(4203), US SURVEY FEET, USING THE CORS(2011) ADJUSTMENT. THE DISTANCES AND COORDINATES SHOWN HEREON ARE GRID VALUES AND MAY BE CONVERTED TO GROUND (SURFACE) USING THE TXDOT COUNTY PUBLISHED COMBINED SCALE FACTOR OF 1.000180000 (E.G. GRID X 1.000180000 = SURFACE).
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EQUAL DATE WAS WRITTEN IN CONJUNCTION WITH THIS SURVEY PLAT.
3. THE SQUARE FOOTAGE TOTAL RECITED HEREIN IS BASED ON MATHEMATICAL CALCULATIONS AND SUBJECT TO THE RULES OF ROUNDING AND SIGNIFICANT NUMBERS.
4. THE REMAINING ACREAGE OF THE PARENT TRACT WAS CALCULATED FROM THE RECORDED INSTRUMENTS AND IS NOT BASED ON FIELD DIMENSIONS. SEE SURVEYORS REPORT FOR BOUNDARY AND REMAINING ACREAGE NOTES.
5. FIELD SURVEY WAS COMPLETED IN AUGUST 2021.
6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
7. MDS LAND SURVEYING COMPANY, INC. HAS PROVIDED THESE SURVEY SERVICES TO THE CORPS OF ENGINEERS AS A SUB-CONSULTANT TO B&F ENGINEERING, INC., THE PRIME CONSULTANT. THE CORP'S CONTRACTING OFFICER'S REPRESENTATIVE IS STEPHEN CORLEY, RPLS (817) 886-1143.

ALTA/NSPS TABLE A NOTES:

1. EXISTING AND SET MONUMENTS SHOWN HEREON.
3. ACCORDING TO COMMUNITY PANEL NO. 4802140035B OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR EL PASO COUNTY, TEXAS, HAVING AN EFFECTIVE DATE OF OCTOBER 15, 1982, THE SUBJECT TRACT IS SITUATED WITHIN: ZONE "C"; DEFINED AS AREAS OF MINIMAL FLOODING. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
4. GROSS LAND AREA: 1.432 ACRES.
- 7(A). EXTERIOR DIMENSIONS OF ALL BUILDINGS AT GROUND LEVEL ARE SHOWN HEREON.
8. SUBSTANTIAL FEATURES OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK ARE SHOWN HEREON.
9. TOTAL NO. OF PARKING SPACES: 0
 - NO. OF REGULAR PARKING SPACES: 0
 - NO. OF HANDICAPPED PARKING SPACES: 0
11. VISIBLE UTILITIES WERE LOCATED WITH THIS SURVEY; NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED FOR THIS SURVEY. UNDERGROUND UTILITIES MAY EXIST WHICH ARE NOT SHOWN HEREON.
13. NAMES OF ADJOINERS SHOWN HEREON.
19. PLOTTABLE OFFSITE EASEMENTS OBTAINED BY THE SURVEYOR ARE SHOWN HEREON.
21. LOCATION OF PROPOSED WELL SHOWN HEREON.

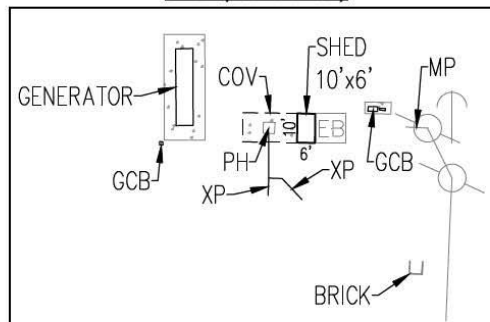
SPECIAL NOTE:

THIS LAND TITLE SURVEY IS NOT CONSIDERED AN OFFICIAL ALTA/NSPS LAND TITLE SURVEY, SINCE THE CLIENT DID NOT PROVIDE A TITLE COMMITMENT AND/OR THE REFERENCED DOCUMENTS FOR EASEMENTS, ETC. THAT EXIST WITHIN A TITLE COMMITMENT. HOWEVER, THE BASIS OF THIS SURVEY IS THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, INCLUDING TABLE A (THE OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS, AS HIGHLIGHTED IN THE USAGE SCOPE OF WORK (E.G. TABLE A ITEMS: 1, 3, 4, 7A, 8, 9, 11, 13, 19 AND 21).

LEGEND

COV	COVERED
GCB	GENERATOR CONTROL BOX
IRF	REBAR FOUND (SIZE NOTED)
MP	METER PANEL
OPR	OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY
PG	PAGE
PH	PUMP HEAD
PKS	PK NAIL W/ "MDS" WASHER SET
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
PR	PLAT RECORDS OF EL PASO COUNTY
PWL	PROPOSED WELL LOCATION
RW	ROCK WALL (HEIGHT: +/- 8')
T&P	TEXAS AND PACIFIC
VOL	VOLUME
XP	EXPOSED 8" PIPE
●	SET 5/8" REBAR W/ "MDS" CAP AS NOTED
○	FOUND MONUMENT AS NOTED
○	CALCULATED POINT (IN ROCK WALL)
△	CONTROL POINT
□	ELECTRIC CONTROL BOX
←	GUY ANCHOR
⚡	POWER POLE
⌚	TELEPHONE PEDESTAL

—	ACQUISITION AREA BOUNDARY
- - - -	ACQUISITION EASEMENT BOUNDARY
- - - - -	APPROXIMATE SECTION LINE
—◇—	CHAIN LINK FENCE
- - - - -	EXISTING EASEMENT
—O—	OHE OVERHEAD UTILITIES
—PL—	PROPERTY LINE

DETAIL (SCALE: 1"=50')

MDS
LAND SURVEYING
COMPANY, INC.
874 HARPER ROAD, STE. 104
KERRVILLE, TX 78028
830-816-1818
MDS-SURVEYING.COM
TBPLS FIRM No. 10019600

Drawing Ref. No.
SHEET 6 OF 8

LAND TITLE SURVEY
U.S. ARMY CORPS OF ENGINEERS
TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E
EL PASO COUNTY TEXAS

Mark	Description	Date	Appr.
1	Revised west adj. & parent tract	8/31	

CONTRACT NO.: W9126G1906001
T.O.: W9126G220286

BY	DATE
Drawn LMK	8/21
Checked LMK	8/21
Surveyor JDB	8/21
Fid Bk #	

TEXAS LICENSED SURVEYING FIRM
B&F ENGINEERING, INC.
NO. 10193942

B&F
ENGINEERING, INC.
928 AIRPORT ROAD
HOT SPRINGS, AR 71913
(PH) 501-767-2266
(FAX) 501-767-6859
(EMAIL) info@brefeng.com

U.S. Army Corps
of Engineers

MDS PROJ. 21-399-00

FILE NAME: EPT-EPS-F2001 DATE: 8/31/2021

EPT-EPS-F2001

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 87°52'52" W	145.66'
L2	N 02°07'15" E	255.70'
L3	S 83°36'09" E	264.57'
L4	S 01°43'33" W	209.55'
L5	S 89°48'18" W	101.93'
L6	S 40°39'28" W	28.52'
L7	N 87°52'52" W	192.34'
L8	S 83°36'09" E	131.63'
L9	S 03°06'27" W	95.54'
L10	S 02°05'27" W	80.90'
L11	N 47°50'30" W	64.12'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	84.07'	74.51'	S 50°15'24" W	96°19'55"

COORDINATE TABLE

MONUMENT NAME	NORTHING	EASTING
EPT-EP5-F2001-1=F2001E-2	10668342.316	422536.519
EPT-EP5-F2001-2	10668347.702	422390.955
EPT-EP5-F2001-3	10668603.231	422400.418
EPT-EP5-F2001-4=F2001E-5	10668573.751	422863.335
EPT-EP5-F2001-5=F2001E-4	10668364.297	422657.024
EPT-EP5-F2001-6=F2001E-3	10668363.950	422555.099
EPT-EP5-F2001E-1	10668335.205	422728.723
EPT-EP5-F2001E-6	10668559.085	422794.144
EPT-EP5-F2001E-7	10668463.685	422788.965
EPT-EP5-F2001E-8	10668416.048	422731.674



OWNERSHIP INFO

<p>①</p> <p>CITY OF EL PASO REMAINDER OF CALLED 1,663.08 ACRES VOL. 1348, PG. 146 OPR (PARCEL A)</p>	<p>②</p> <p>CITY OF EL PASO LOT 5, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR</p>	<p>③</p> <p>3801 MATTOX, LLC CALLED 1.0801 ACRES DOC. NO. 20190067504 OPR</p>
<p>④</p> <p>LYMAN R. HUFFMAN III, ET UX LOT 5, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>	<p>⑤</p> <p>ANREPA MANAGEMENT GROUP, INC. LOT 4, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>	<p>⑥</p> <p>ANREPA MANAGEMENT GROUP, INC. LOT 1, BLOCK 7 MONTANA INDUSTRIAL CENTER UNIT 5 VOL. 52, PG. 23 PR</p>
<p>⑦</p> <p>CITY OF EL PASO LOT 2, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-B VOL. 38, PG. 2 PR</p>	<p>⑧</p> <p>TOMLIN PARTNERS, LLC. CALLED 1.7163 ACRES DOC. NO. 20150081786 OPR</p>	<p>⑨</p> <p>HECTOR ZEPEDA CALLED 1.8611 ACRES DOC. NO. 20080017801 OPR</p>
<p>⑩</p> <p>3MS & T PROPERTIES LLC LOT 9, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>	<p>⑪</p> <p>STORY & SONS INVESTMENTS, LLC LOT 8, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>	<p>⑫</p> <p>DIANA V. MIRAMONTES LOT 7, BLOCK 6 McRAE COMMERCIAL DISTRICT UNIT 2-C VOL. 47, PG. 21 PR</p>
<p>⑬</p> <p>UNITED STATES OF AMERICA CALLED 0.4538 ACRE VOL. 2040, PG. 1253 OPR</p>	<p>⑭</p> <p>UNITED STATES OF AMERICA CALLED 27.168 ACRES VOL. 123, PG. 398 OPR</p>	

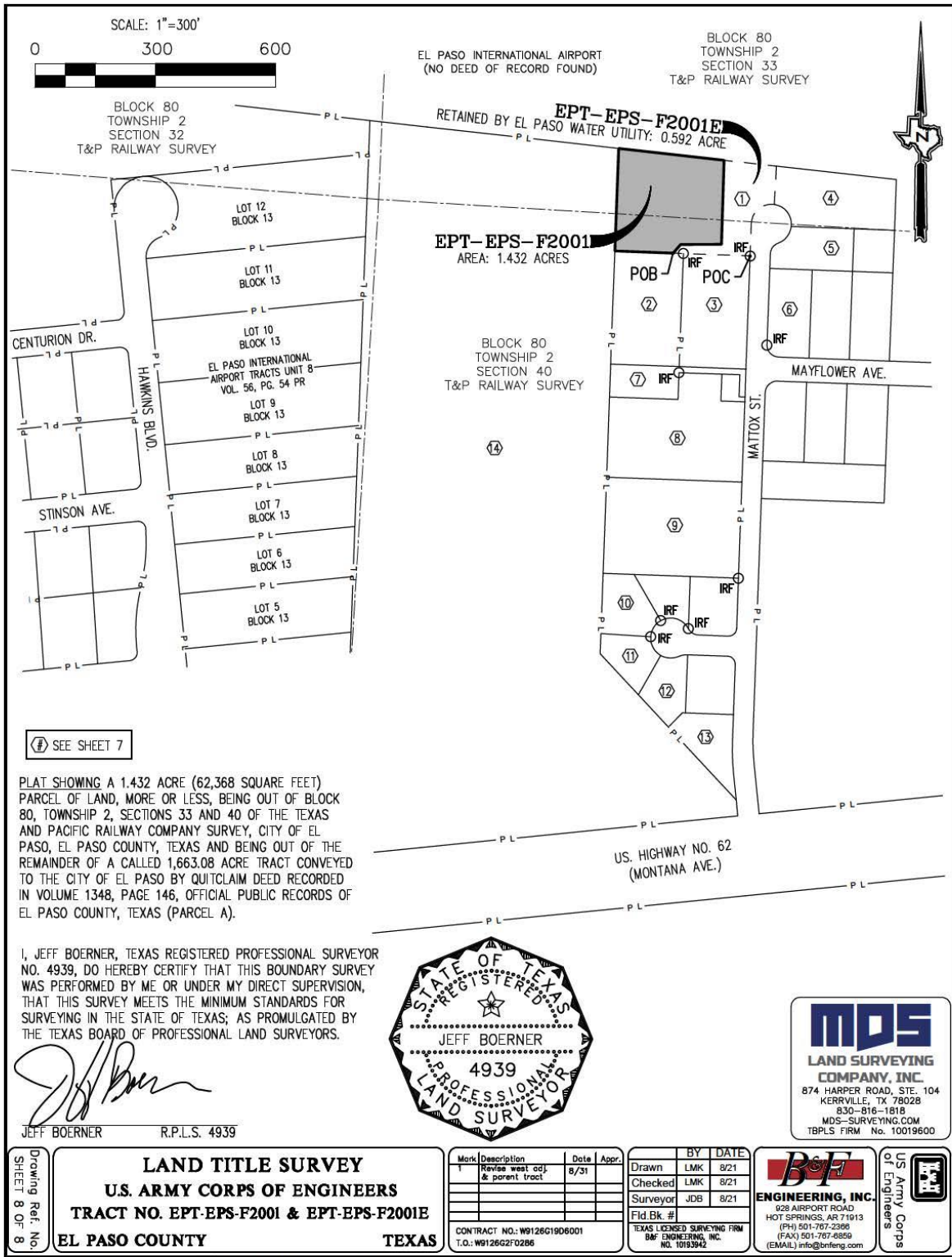
VICINITY MAP

NOT TO SCALE



Drawing Ref. No. SHEET 7 OF 8	LAND TITLE SURVEY U.S. ARMY CORPS OF ENGINEERS TRACT NO. EPT-EPS-F2001 & EPT-EPS-F2001E EL PASO COUNTY TEXAS				Mark 1	Description Rovee west adj. & parent tract	Date 8/31	Appr. 	BY LMK LMK JDB Fld Bk. #	DATE 8/21 8/21 8/21 	 ENGINEERING, INC. 628 AIRPORT ROAD HOT SPRINGS, AR 71913 (PH) 501-767-2396 (FAX) 501-767-8559 (EMAIL) info@bs&feng.com	 US Army Corps of Engineers

EPT-EPS-F2001





Legislation Text

File #: 22-863, 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) 212-1860

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

AGENDA LANGUAGE:

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

Discussion and action on the award of Change Order 7 for Solicitation 2021-0811, Fire Station 10 (FS 10) Renovation to Veliz Construction for a total estimated award of \$1,771,017.59.

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

AGENDA DATE: July 6, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915) 212-1218

DISTRICT(S) AFFECTED: 8

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

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

Discussion and action on the award of Change Order 7 for solicitation 2021-0811, Fire Station 10 (FS 10) Renovation to Veliz Construction for a total estimated award of \$1,771,017.59

BACKGROUND / DISCUSSION:

On July 20, 2021 Council approved the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Work under these contracts is performed via task orders with task orders exceeding **FIVE HUNDRED THOUSAND DOLLARS** (\$500,000) requiring Council approval. The task order for the FS 10 Renovation exceeds \$500,000 and therefore requires Council approval.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

July 20, 2021 approved the award of Contract 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Each contract has an initial term of two (2) years for an estimated amount of \$4,000,000.00. Each contract also includes three (3), one (1) year options for an estimated amount of \$6,000,000.00. The length of each contract including the initial term plus options is five (5) years for an estimated contract amount of \$10,000,000.00.

March 1, 2022 approved exercising the three one year options contemplated in the initial award of the contract 2021-0811.

AMOUNT AND SOURCE OF FUNDING:


Amount: \$1,771,017.59
Funding Source: 2019 Public Safety Bond
Account: 190 – 4820 – 29090 – 580270 – PCP21FS10RENOV8

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Fire Department

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

DEPARTMENT HEAD:



Yvette Hernandez
City Engineer

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: 7V-1 DATE: June 16, 2022 ☐ SCOPE CHANGE
 PROJECT: Job Order Contracting & Facilities Construction SOLICITATION # 2021-0811V ☒ CONSTRUCTION CHANGE
Fire Station 10 Renovations Task 7V-1
 Original Contract Amount: \$ 1,771,017.59 Contract Time to Substantial Completion 0
 Net Change by previous Change Orders: \$ - Total days added due to Change Orders and CQN's 0
 Net Change by previous Construction Quantity Notices: - Total days added for this Change Order 0
 Amount of this Construction Change Order: \$ - New Contract Time to Substantial Completion: 0
 New Amended Contract Amount: \$ 1,771,017.59 Current Substantial Completion Due Date 1/0/1900
 Change Order Percentage: 0.00%

CONTRACTOR NAME: Veliz Construction Funding Source 2019 Safety Bond

Please provide a detailed scope of work of the change order (see back for reason/justification):

Task order #7V-1 will incorporate the construction documents into the Job Order Contracting & Facilities Construction Contract No. 2021-0811V dated August 3, 2021. This task order does not change the overall contract. The task order will be issued for the Scope of Work listed below in the attachments.

Builders Risk insurance IS required for this task order.

A separate Notice to Proceed will be issued upon approval of necessary Bonds and Insurance as required by the contract.

Attachments: Scope of Work, Fire Station 10 Renovation Plans dated 10/12/2021. Technical Specifications Dated 10/12/2021.

Agreed Upon Proposal for Task #7V-1: \$1,771,017.59

Time: 180 consecutive Calendar Days for substantial completion, 30 additional days for Final Completion for a total of Two Hundred Ten (210) calendar days

Unless specifically noted this change order addresses all compensation of time and money, including direct and indirect cost associated with the above described scope of work

CALENDAR DAYS ADDED TO COMPLETION TIME: 0

*TOTAL CHANGE ORDER AMOUNT: \$ -

*Change Order will not change overall Contract Amount

CONTRACTOR: Veliz Construction

Victor S. I. Omar Veliz of Veliz Construction agree and accept the terms and conditions of this change order.

Signature: [Signature]

Date: 6/29/2022

CITY OF EL PASO (OWNER)

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

Signature: [Signature]

Date: 6/30/2022

Yvette Hernandez, P.E.



Fire Station #10 Renovation

Solicitation No: 2021-0811

July 6, 2022

Strategic Plan Goal:

- 2) Set the standard for a safe and secure city
- 2.3) Increase public safety operational efficiency



Project Details

Location:	1801 Montana
District(s):	8
Construction Budget:	\$1,771,017.59 via a Job Order Contract (JOC) task order
Funding Source:	2019 Safety Bond
Project Benefits:	Renovation of aging fire station to enhance worker health and safety
Background:	JOC task orders exceeding Five Hundred Thousand Dollars (\$500,000) require Council approval.

Project Location



- 1803 Montana



Existing Conditions





5 Scope of Work

The fire station 10 renovation will consist of a 680 square foot addition and renovation with the amenities listed below:

- Partial Demolition
- New addition for gym, and sleeping quarters
- Heating and cooling
- Electrical upgrade
- Roof repairs



Procurement Summary

- **Task #7 under the Job Order Contracting & Facilities Construction Contract, 2021-0811**
- **Recommendation**
 - **To award the construction contract to Veliz Construction in the amount of \$1,771,017.59**
- **Construction Schedule**
 - **Start: October/ 2022**
 - **End: May/ 2023**

Mission

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

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

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

Misión

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

Valores

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

Visión

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



Legislation Text

File #: 22-839, 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

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

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 2022-0398 Schuster Avenue Reconstruction to Jordan Foster Construction, LLC for an estimated total amount of \$6,795,718.50. This contract will consist of full street reconstruction roadway improvements to Schuster Avenue from Prospect Street to Campbell Street excluding the intersections at Mesa Street, Oregon Street and Stanton Street.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III and Base Bid IV
Initial Term:	395 Consecutive Calendar Days
Base Bid I:	\$4,956,417.50
Base Bid II:	\$588,418.00
Base Bid III:	\$447,508.00
Base Bid IV:	\$803,375.00
Total Estimated Award:	\$6,795,718.50
Funding Source:	2018 Certificates of Obligation
Accounts:	190-4743-580270-38290- PCP18ST012
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 and that Spartan Construction of Texas, Inc., be deemed non-responsive for not using the required bid bond form.

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: July 6, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: 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 2022-0398 Schuster Avenue Reconstruction to Jordan Foster Construction, LLC for Base Bid I: \$4,956,417.50, Base Bid II: \$588,418.00 , Base Bid III: \$447,508.00 and Base Bid IV: \$803,375.00 for an estimated total amount of \$6,795,718.50.

BACKGROUND / DISCUSSION:

The project scope consists of full street reconstruction roadway improvements to Schuster Avenue from Prospect Street to Campbell Street (approximately 3,500 linear feet) excluding the intersections at Mesa Street, Oregon Street and Stanton Street. The improvements consist of providing new Hot-Mix Asphaltic Concrete (HMAC) and Continuously Reinforced Concrete Pavements (CRCP), ADA compliant sidewalks and ramps, driveways, curb and gutters, rolled curbs, landscaping, irrigation, illumination, traffic signal interconnect system, signing and striping.

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 ninety one (91) viewers online; six (6) proposals were received; All being from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

A protest was received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$6,795,718.50

Funding Source: 2018 Certificates of Obligation

Account: 190-4743-580270-38290-PCP18ST012

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Yvette Hernandez
Yvette Hernandez, City Engineer

**COUNCIL PROJECT FORM
(Competitive Sealed Proposal)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **July 6, 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 2022-0398 Schuster Avenue Reconstruction to Jordan Foster Construction, LLC for an estimated total amount of \$6,795,718.50. This contract will consist of full street reconstruction roadway improvements to Schuster Avenue from Prospect Street to Campbell Street excluding the intersections at Mesa Street, Oregon Street and Stanton Street

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III and Base Bid IV
Initial Term:	395 Consecutive Calendar Days
Base Bid I:	\$4,956,417.50
Base Bid II:	\$588,418.00
Base Bid III:	\$447,508.00
Base Bid IV:	\$803,375.00
Total Estimated Award:	\$6,795,718.50
Funding Source:	2018 Certificates of Obligation
Accounts:	190-4743-580270-38290- PCP18ST012
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 and that Spartan Construction of Texas, Inc., be deemed non-responsive for not using the required bid bond form.

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.

COMPETITIVE SEALED PROPOSAL (CSP) RANKING

Schuster Avenue Reconstruction

Solicitation No. 2022-0398

Evaluation Factors	Maximum Points	Jordan Foster Construction , LLC	International Eagle Enterprise, Inc.	Allen Concrete, LLC	Ultimate Concrete of El Paso, LLC	Martinez Bro's Contractors LLC	Spartan Construction of Texas, Inc.
Factor A - Offeror's Fee Proposal	30	\$ 6,795,718.50	\$ 5,998,622.18	\$ 6,372,208.30	\$ 6,522,330.44	\$ 8,747,291.01	Deemed Non-Responsive
		26.48	30.00	28.24	27.59	20.57	
Factor B - Offeror's Experience and Reputation	20	17.84	13.71	15.45	11.86	13.06	
Factor C - Key Personnel	20	17.80	13.84	13.98	15.00	13.48	
Factor D - Quality of Offeror's Goods or Services	20	17.58	16.14	14.50	16.40	15.10	
Factor E - Health Insurance	5	1.00	1.00	1.00	1.00	1.00	
Factor F – Offeror's Experience and Knowledge of Local Conditions	5	3.76	2.94	2.68	2.88	3.18	
Total Points	100	84.46	77.63	75.85	74.73	66.39	
Ranking		1	2	3	4	5	

APPROVED: Claudia A. Garcia 4/22/2022
Purchasing & Strategic Sourcing Director Date

APPROVED: Samuel Rely 4/22/2022
City Engineer Date

Bid Tab Summary

2022-0398 Schuster Avenue Reconstruction

	Contractor	Base Bid I	Base Bid II	Base Bid III	Base Bid IV	Total Amount
1	Jordan Foster	\$4,956,417.50	\$588,418.00	\$447,508.00	\$803,375.00	\$6,795,718.50
2	International Eagle Enterprise	\$4,517,303.18	\$475,335.00	\$366,849.00	\$639,135.00	\$5,998,622.18
3	Allen Concrete	\$4,939,653.63	\$475,218.24	\$369,476.08	\$587,860.35	\$6,372,208.30
4	Ultimate Concrete of El Paso	\$4,869,198.28	\$581,830.43	\$359,919.14	\$711,382.59	\$6,522,330.44
5	Martinez Brothers	\$6,698,608.41	\$748,818.14	\$512,487.26	\$787,377.20	\$8,747,291.01
6	Spartan Construction (Deemed Non-Responsive)	\$6,025,999.02	\$538,845.59	\$316,145.90	\$637,371.75	\$7,518,362.26



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 1 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 2 of 6		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 6	
Item 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 I CIVIL IMPROVEMENTS									
1	Left Blank Intentionally								
2	12	MO	Implement Storm Water Pollution Prevention Best Management Practices Including: Furnish And Install Silt Fence, Construction Entrance/Exits And Removal And Proper Disposal Of Silt Fence And Construction Entrances/Exits After Completion Of Work.	\$ 14,500.00	\$ 174,000.00	\$ 4,000.00	\$ 48,000.00	\$ 12,000.00	\$ 144,000.00
3	12	MO	Furnish, Install And Implement Traffic Control Plan	\$ 4,000.00	\$ 48,000.00	\$ 15,000.00	\$ 180,000.00	\$ 16,000.00	\$ 192,000.00
4	2,500	LF	Furnish, Install And Implement Trench Safety System	\$ 7.00	\$ 17,500.00	\$ 4.00	\$ 10,000.00	\$ 5.00	\$ 12,500.00
5	1	LS	Demolition Lump Sum	\$ 572,934.00	\$ 572,934.00	\$ 500,000.00	\$ 500,000.00	\$ 477,000.00	\$ 477,000.00
6	8,000	CY	Embankment For Roadways	\$ 18.50	\$ 148,000.00	\$ 12.00	\$ 96,000.00	\$ 38.00	\$ 304,000.00
7	4,000	CY	Excavation For Roadways	\$ 28.50	\$ 114,000.00	\$ 9.00	\$ 36,000.00	\$ 30.00	\$ 120,000.00
8	18,770	SY	Furnish And Install 2-Inch Hot-Mix Asphalt Concrete Pavement Type C	\$ 10.55	\$ 198,023.50	\$ 12.00	\$ 225,240.00	\$ 10.00	\$ 187,700.00
9	18,770	SY	Furnish And Install 3-Inch Hot-Mix Asphalt Concrete Pavement Type B	\$ 11.62	\$ 218,107.40	\$ 12.00	\$ 225,240.00	\$ 14.00	\$ 262,780.00
10	18,770	SY	Furnish And Install 6-Inch Cement Treated Base Course	\$ 21.18	\$ 397,548.60	\$ 21.00	\$ 394,170.00	\$ 19.00	\$ 356,630.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC		International Eagle Enterprises, Inc.		Jordan Foster Construction, LLC	
				El Paso, TX Bidder 1 of 6		El Paso, TX Bidder 2 of 6		El Paso, TX Bidder 3 of 6	
Item 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 I CIVIL IMPROVEMENTS									
11	855	SY	Furnish And Install 10-Inch Continuously Reinforced Concrete Pavement	\$ 91.65	\$ 78,360.75	\$ 110.00	\$ 94,050.00	\$ 97.00	\$ 82,935.00
12	855	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 7.50	\$ 6,412.50	\$ 15.00	\$ 12,825.00	\$ 16.00	\$ 13,680.00
13	20,160	SY	FURNISH AND INSTALL 8-INCH IN PLACE- CEMENT TREATED SUBGRADE MATERIAL	\$ 19.00	\$ 383,040.00	\$ 10.00	\$ 201,600.00	\$ 13.00	\$ 262,080.00
14	8,875	SY	FURNISH AND INSTALL 8-INCHES OF OVEREXCAVATION AND REPLACEMENT OF THE SUBGRADE SOIL	\$ 1.89	\$ 16,773.75	\$ 4.00	\$ 35,500.00	\$ 22.00	\$ 195,250.00
15	6,520	LF	FURNISH AND INSTALL 6-INCH CONCRETE CURB AND GUTTER	\$ 13.50	\$ 88,020.00	\$ 16.00	\$ 104,320.00	\$ 11.00	\$ 71,720.00
16	271	LF	FURNISH AND INSTALL 6-INCH ROLLED CONCRETE CURB	\$ 12.30	\$ 3,333.30	\$ 19.00	\$ 5,149.00	\$ 16.00	\$ 4,336.00
17	377	LF	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 9.50	\$ 3,581.50	\$ 30.00	\$ 11,310.00	\$ 12.00	\$ 4,524.00
18	8	EA	FURNISH AND INSTALL CITY MONUMENTS	\$ 2,079.00	\$ 16,632.00	\$ 1,200.00	\$ 9,600.00	\$ 1,700.00	\$ 13,600.00
19	300	SY	FURNISH AND INSTALL 8-INCH REINFORCED CONCRETE BUS PAD	\$ 74.00	\$ 22,200.00	\$ 110.00	\$ 33,000.00	\$ 80.00	\$ 24,000.00
20	7,000	LF	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKINGS (W) (BRK) 4"	\$ 1.06	\$ 7,420.00	\$ 3.50	\$ 24,500.00	\$ 1.00	\$ 7,000.00
21	4,300	LF	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKINGS (W) (SLD) 4"	\$ 1.04	\$ 4,472.00	\$ 3.50	\$ 15,050.00	\$ 1.00	\$ 4,300.00
22	3,355	LF	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKINGS (Y) (SLD)(DOUBLE) 4"	\$ 2.14	\$ 7,179.70	\$ 7.00	\$ 23,485.00	\$ 2.00	\$ 6,710.00
23	1,800	LF	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKINGS (W) (SLD) 18"	\$ 5.70	\$ 10,260.00	\$ 5.00	\$ 9,000.00	\$ 4.00	\$ 7,200.00
24	1,000	LF	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKINGS (W) (SLD) 24"	\$ 9.00	\$ 9,000.00	\$ 8.80	\$ 8,800.00	\$ 6.00	\$ 6,000.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 1 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 2 of 6		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 6	
Item 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 I CIVIL IMPROVEMENTS									
25	24	EA	FURNISH AND INSTALL YIELD TRIANGLES MARKINGS 36"	\$ 48.00	\$ 1,152.00	\$ 320.00	\$ 7,680.00	\$ 60.00	\$ 1,440.00
26	12	EA	FURNISH AND INSTALL REFL PAV TY I (W)(BIKE SHARED LANE) (100MIL)	\$ 258.00	\$ 3,096.00	\$ 400.00	\$ 4,800.00	\$ 200.00	\$ 2,400.00
27	12	EA	FURNISH AND INSTALL REFL PAV TY I (W)(BIKE ARW) (100MIL)	\$ 150.00	\$ 1,800.00	\$ 320.00	\$ 3,840.00	\$ 200.00	\$ 2,400.00
28	20	EA	FURNISH AND INSTALL REFL PAV TY I (W)(BIKE LANE) (100MIL)	\$ 240.00	\$ 4,800.00	\$ 400.00	\$ 8,000.00	\$ 175.00	\$ 3,500.00
29	20	EA	FURNISH AND INSTALL REFL PAV TY I (W)(ARW) (100MIL)	\$ 180.00	\$ 3,600.00	\$ 400.00	\$ 8,000.00	\$ 120.00	\$ 2,400.00
30	66	EA	REMOVE & RELOCATE SMALL ROAD SIGN SUPPORT & ASSEMBLY	\$ 550.00	\$ 36,300.00	\$ 700.00	\$ 46,200.00	\$ 480.00	\$ 31,680.00
31	20	EA	FURNISH AND INSTALL SMALL ROAD SIGN SUPPORT & ASSEMBLY TY10BWG(1)P	\$ 900.00	\$ 18,000.00	\$ 1,000.00	\$ 20,000.00	\$ 780.00	\$ 15,600.00
32	3,909	SY	FURNISH AND INSTALL 4-INCH CONCRETE SIDEWALK	\$ 3.51	\$ 13,720.59	\$ 32.00	\$ 125,088.00	\$ 45.00	\$ 175,905.00
33	664	SY	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE DRIVEWAY	\$ 48.96	\$ 32,509.44	\$ 50.00	\$ 33,200.00	\$ 65.00	\$ 43,160.00
34	8	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE DRIVEWAY WITHIN RIGHT OF ENTRY	\$ 1,590.00	\$ 12,720.00	\$ 2,000.00	\$ 16,000.00	\$ 2,200.00	\$ 17,600.00
35	58	EA	FURNISH AND INSTALL CONCRETE ADA RAMP	\$ 650.00	\$ 37,700.00	\$ 1,000.00	\$ 58,000.00	\$ 1,400.00	\$ 81,200.00
36	58	EA	FURNISH AND INSTALL DETECTABLE WARNING PANELS	\$ 348.00	\$ 20,184.00	\$ 200.00	\$ 11,600.00	\$ 500.00	\$ 29,000.00
37	102	EA	TREES - 8' TALL / 3" CALIPER	\$ 1,350.00	\$ 137,700.00	\$ 560.00	\$ 57,120.00	\$ 1,200.00	\$ 122,400.00
38	15	EA	CAST IRON TREE GRATE (60"x60")	\$ 4,044.00	\$ 60,660.00	\$ 3,400.00	\$ 51,000.00	\$ 2,500.00	\$ 37,500.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 1 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 2 of 6		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 6	
Item 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 I CIVIL IMPROVEMENTS									
39	94	EA	SHRUB - 3 GAL.	\$ 48.00	\$ 4,512.00	\$ 42.00	\$ 3,948.00	\$ 45.00	\$ 4,230.00
40	290	EA	SHRUB - 5 GAL.	\$ 48.00	\$ 13,920.00	\$ 50.00	\$ 14,500.00	\$ 45.00	\$ 13,050.00
41	87	EA	ACCENTS - 3 GAL.	\$ 48.00	\$ 4,176.00	\$ 40.00	\$ 3,480.00	\$ 45.00	\$ 3,915.00
42	292	EA	ACCENTS - 5 GAL.	\$ 48.00	\$ 14,016.00	\$ 48.00	\$ 14,016.00	\$ 45.00	\$ 13,140.00
43	807	SY	DECOMPOSED GRANITE SURFACING (3" MINUS MATERIAL)	\$ 45.00	\$ 36,315.00	\$ 18.00	\$ 14,526.00	\$ 40.00	\$ 32,280.00
44	1,000	SF	EXISTING LANDSCAPE AREA IMPROVEMENTS	\$ 6.00	\$ 6,000.00	\$ 10.00	\$ 10,000.00	\$ 5.00	\$ 5,000.00
45	1	LS	LANDSCAPE MISCELANEOUS	\$ 12,000.00	\$ 12,000.00	\$ 100,000.00	\$ 100,000.00	\$ 10,000.00	\$ 10,000.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 1 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 2 of 6		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 6	
Item 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 I CIVIL IMPROVEMENTS									
46	4	EA	NEW 3/4" WATER METER	\$ 38,000.00	\$ 152,000.00	\$ 6,000.00	\$ 24,000.00	\$ 3,000.00	\$ 12,000.00
47	4	EA	NEW 3/4" BACKFLOW PREVENTER	\$ 1,475.00	\$ 5,900.00	\$ 4,200.00	\$ 16,800.00	\$ 1,400.00	\$ 5,600.00
48	4	EA	NEW BACKFLOW PREVENTER INSULATED ENCLOSURE	\$ 1,471.00	\$ 5,884.00	\$ 800.00	\$ 3,200.00	\$ 1,300.00	\$ 5,200.00
49	5	EA	BATTERY OPERATED CONTROL SYSTEM / HAND HELD REMOTE	\$ 2,495.00	\$ 12,475.00	\$ 500.00	\$ 2,500.00	\$ 2,400.00	\$ 12,000.00
50	335	LF	MAINLINE - 1-1/2"	\$ 14.00	\$ 4,690.00	\$ 22.00	\$ 7,370.00	\$ 12.00	\$ 4,020.00
51	9	EA	BALL VALVE ASSEMBLY - 1-1/2"	\$ 465.00	\$ 4,185.00	\$ 150.00	\$ 1,350.00	\$ 400.00	\$ 3,600.00
52	0	EA	PRESSURE REGULATING VALVE - 1"						
53	13	EA	AIR RELIEF ASSEMBLY - 1/2"	\$ 40.57	\$ 527.41	\$ 250.00	\$ 3,250.00	\$ 40.00	\$ 520.00
54	10	EA	REMOTE CONTROL VALVE ASSEMBLY 1"	\$ 1,247.85	\$ 12,478.50	\$ 500.00	\$ 5,000.00	\$ 1,100.00	\$ 11,000.00
55	335	LF	LATERAL LINE - 1"	\$ 16.20	\$ 5,427.00	\$ 10.00	\$ 3,350.00	\$ 14.00	\$ 4,690.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC		International Eagle Enterprises, Inc.		Jordan Foster Construction, LLC	
				El Paso, TX Bidder 1 of 6		El Paso, TX Bidder 2 of 6		El Paso, TX Bidder 3 of 6	
Item 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 I CIVIL IMPROVEMENTS									
56	2,405	LF	LATERAL LINE - 3/4"	\$ 2.07	\$ 4,978.35	\$ 4.00	\$ 9,620.00	\$ 2.00	\$ 4,810.00
57	4,875	LF	LATERAL LINE - 1/2"	\$ 1.48	\$ 7,215.00	\$ 3.00	\$ 14,625.00	\$ 1.50	\$ 7,312.50
58	1,135	LF	SLEEVE - 4" (W/ ACCESS BOXES)	\$ 81.73	\$ 92,763.55	\$ 35.00	\$ 39,725.00	\$ 70.00	\$ 79,450.00
59	354	EA	DRIP EMITTER ASSEMBLY	\$ 143.00	\$ 50,622.00	\$ 6.00	\$ 2,124.00	\$ 120.00	\$ 42,480.00
60	45	EA	FLUSH CAP ASSEMBLY	\$ 22.50	\$ 1,012.50	\$ 50.00	\$ 2,250.00	\$ 20.00	\$ 900.00
61	1	LS	PRESSURE AND OPERATIONAL TESTING	\$ 2,875.00	\$ 2,875.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
62	1	LS	CONTROLLER PROGRAMMING AND TESTING	\$ 2,875.00	\$ 2,875.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
63	12	MO	INITIAL LANDSCAPE / IRRIGATION MAINTENANCE	\$ 1,150.00	\$ 13,800.00	\$ 2,300.00	\$ 27,600.00	\$ 1,100.00	\$ 13,200.00
64	260	LF	DRILL SHAFT (RDWY ILL POLE) (30 IN)	\$ 558.00	\$ 145,080.00	\$ 550.00	\$ 143,000.00	\$ 500.00	\$ 130,000.00
65	26	EA	IN RD IL (TY ST) 30T-8 (250W EQ) LED	\$ 6,315.00	\$ 164,190.00	\$ 6,100.00	\$ 158,600.00	\$ 5,500.00	\$ 143,000.00
66	285	LF	CONDT (PVC) (SCH 80) (2")	\$ 35.00	\$ 9,975.00	\$ 31.00	\$ 8,835.00	\$ 29.00	\$ 8,265.00
67	5,030		CONDT (PVC) (SCH 80) (2") (BORE)	\$ 57.00	\$ 286,710.00	\$ 52.00	\$ 261,560.00	\$ 48.00	\$ 241,440.00
68	7,680		ELEC CONDR (NO.6) INSULATED (POWER)	\$ 4.74	\$ 36,403.20	\$ 4.50	\$ 34,560.00	\$ 4.00	\$ 30,720.00
69	3,985		ELEC CONDR (NO.6) INSULATED (GROUND)	\$ 4.74	\$ 18,888.90	\$ 4.50	\$ 17,932.50	\$ 4.00	\$ 15,940.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC El Paso, TX Bidder 1 of 6		International Eagle Enterprises, Inc. El Paso, TX Bidder 2 of 6		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 6	
Item 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 I CIVIL IMPROVEMENTS									
70	3,030	LF	ELEC CONDR (NO.8) INSULATED (POWER)	\$ 4.00	\$ 12,120.00 Contractor's Price \$280.00	\$ 4.50	\$ 13,635.00	\$ 3.50	\$ 10,605.00
71	1,565	LF	ELEC CONDR (NO.8) INSULATED (GROUND)	\$ 3.86	\$ 6,040.90	\$ 4.50	\$ 7,042.50	\$ 3.50	\$ 5,477.50
72	6	EA	GROUND BOX TY A (122311)W/APRON	\$ 1,552.00	\$ 9,312.00	\$ 1,800.00	\$ 10,800.00	\$ 1,400.00	\$ 8,400.00
73	2	EA	ELC SRV TY A 240/480 060(NS)SS(E)GC(O)	\$ 9,837.00	\$ 19,674.00	\$ 9,800.00	\$ 19,600.00	\$ 9,000.00	\$ 18,000.00
74	110	LF	CONDT (PVC) (SCH 40) (2")	\$ 35.00	\$ 3,850.00	\$ 32.00	\$ 3,520.00	\$ 29.00	\$ 3,190.00
75	115	LF	CONDT (PVC) (SCH 40) (2") (BORE)	\$ 57.00	\$ 6,555.00	\$ 52.00	\$ 5,980.00	\$ 48.00	\$ 5,520.00
76	100	LF	CONDT (PVC) (SCH 40) (3")	\$ 36.00	\$ 3,600.00	\$ 34.00	\$ 3,400.00	\$ 31.00	\$ 3,100.00
77	2,220	LF	CONDT (PVC) (SCH 40) (3") (BORE)	\$ 64.00	\$ 142,080.00	\$ 58.50	\$ 129,870.00	\$ 54.00	\$ 119,880.00
78	130	LF	CONDT (PVC) (SCH 40) (4") (BORE)	\$ 72.00	\$ 9,360.00	\$ 63.00	\$ 8,190.00	\$ 60.00	\$ 7,800.00
79	2,545	LF	ELEC CONDR (NO.14) INSULATED	\$ 2.70	\$ 6,871.50	\$ 4.50	\$ 11,452.50	\$ 2.50	\$ 6,362.50
80	2	EA	GROUND BOX TY 1 (122422)W/APRON	\$ 5,000.00	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00	\$ 5,000.00	\$ 10,000.00
81	10	EA	GROUND BOX TY 2 (243636)W/APRON	\$ 7,680.00	\$ 76,800.00	\$ 7,200.00	\$ 72,000.00	\$ 7,000.00	\$ 70,000.00
82	215	LF	FIBER OPTIC CBL (SNGLE-MODE)(12 FIBER)	\$ 16.20	\$ 3,483.00	\$ 17.00	\$ 3,655.00	\$ 14.00	\$ 3,010.00
83	2,320	LF	FIBER OPTIC CBL (SNGLE-MODE)(144 FIBER)	\$ 12.00	\$ 27,840.00	\$ 12.00	\$ 27,840.00	\$ 10.00	\$ 23,200.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC		International Eagle Enterprises, Inc.		Jordan Foster Construction, LLC	
				El Paso, TX Bidder 1 of 6		El Paso, TX Bidder 2 of 6		El Paso, TX Bidder 3 of 6	
Item 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 I CIVIL IMPROVEMENTS									
84	120	LF	FIBER OPTIC PIGTAIL (12 FIBER)	\$ 16.20	\$ 1,944.00	\$ 16.00	\$ 1,920.00	\$ 14.00	\$ 1,680.00
85	6	EA	FIBER OPTIC SPLICE ENCLOSURE	\$ 4,125.00	\$ 24,750.00	\$ 4,500.00	\$ 27,000.00	\$ 3,800.00	\$ 22,800.00
86	5	EA	FIBER OPTIC PATCH PANEL (12 POSITION)	\$ 3,850.00	\$ 19,250.00	\$ 4,200.00	\$ 21,000.00	\$ 3,600.00	\$ 18,000.00
87	4	EA	CCTV FIELD EQUIPMENT	\$ 9,891.00	\$ 39,564.00	\$ 11,000.00	\$ 44,000.00	\$ 9,000.00	\$ 36,000.00
88	4	LS	VIDEO ENCODER	\$ 5,250.00	\$ 21,000.00	\$ 6,000.00	\$ 24,000.00	\$ 4,800.00	\$ 19,200.00
89	1	EA	SYSTEM SUPPORT	\$ 10,830.00	\$ 10,830.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00
90	1	LS	SYSTEMS INTEGRATION	\$ 24,310.00	\$ 24,310.00	\$ 25,000.00	\$ 25,000.00	\$ 23,000.00	\$ 23,000.00
91	5	LF	FIELD ETHERNET SWITCH 1 GB	\$ 5,720.00	\$ 28,600.00	\$ 6,200.00	\$ 31,000.00	\$ 5,300.00	\$ 26,500.00
92	1	LF	4G CELLULAR ROUTER	\$ 51,574.00	\$ 51,574.00	\$ 50,000.00	\$ 50,000.00	\$ 47,000.00	\$ 47,000.00
93	4	EA	TERMINAL SERVER	\$ 2,338.00	\$ 9,352.00	\$ 2,800.00	\$ 11,200.00	\$ 2,200.00	\$ 8,800.00
94	1	LS	POTHOLING	\$ 75,600.00	\$ 75,600.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00
Sum Total – Base Bid I (Items 2-94)				\$ 4,704,995.84 Contractor's Price: \$4,693,155.84		\$ 4,302,193.50		\$ 4,726,417.50	
Mobilization (Not to exceed 5% of Base Bid I)				\$ 234,657.79		\$ 215,109.68		\$ 230,000.00	
Sum Total (Base Bid I and Mobilization)				\$ 4,939,653.63 Contractor's Price: \$4,927,813.63		\$ 4,517,303.18		\$ 4,956,417.50	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC		International Eagle Enterprises, Inc.		Jordan Foster Construction, LLC	
				El Paso, TX Bidder 1 of 6		El Paso, TX Bidder 2 of 6		El Paso, TX Bidder 3 of 6	
Item 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 ADJUSTMENTS									
1	Left Blank Intentionally								
2	216	LF	FURNISH AND INSTALL 6-INCH C900 PVC (CLASS 305) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE	\$ 112.00	\$ 24,192.00	\$ 120.00	\$ 25,920.00	\$ 125.00	\$ 27,000.00
3	1,290	LF	FURNISH AND INSTALL 8-INCH C900 PVC (CLASS 305) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE	\$ 98.00	\$ 126,420.00	\$ 98.00	\$ 126,420.00	\$ 130.00	\$ 167,700.00
4	186	LF	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE	\$ 128.00	\$ 23,808.00	\$ 125.00	\$ 23,250.00	\$ 130.00	\$ 24,180.00
5	849	LF	FURNISH AND INSTALL 12-INCH C900 PVC (CLASS 305) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE	\$ 175.00	\$ 148,575.00	\$ 165.00	\$ 140,085.00	\$ 220.00	\$ 186,780.00
6	72	LF	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE	\$ 195.00	\$ 14,040.00	\$ 185.00	\$ 13,320.00	\$ 230.00	\$ 16,560.00
7	7	EA	REPLACE AND RE-CONNECT 3/4-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ 1,127.00	\$ 7,889.00	\$ 1,300.00	\$ 9,100.00	\$ 1,300.00	\$ 9,100.00
8	3	EA	REPLACE AND RE-CONNECT 1-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ 1,840.00	\$ 5,520.00	\$ 1,800.00	\$ 5,400.00	\$ 1,700.00	\$ 5,100.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC		International Eagle Enterprises, Inc.		Jordan Foster Construction, LLC	
				El Paso, TX Bidder 1 of 6		El Paso, TX Bidder 2 of 6		El Paso, TX Bidder 3 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID II - ON-SITE WATER MAIN ADJUSTMENTS									
9	2	EA	REPLACE AND RE-CONNECT 1.5-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ 5,900.00	\$ 11,800.00	\$ 5,700.00	\$ 11,400.00	\$ 5,500.00	\$ 11,000.00
10	1	EA	REPLACE AND RE-CONNECT 4-INCH FIRE WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ 24,116.00	\$ 24,116.00	\$ 24,000.00	\$ 24,000.00	\$ 21,000.00	\$ 21,000.00
11	3	EA	REPLACE EXISTING FIRE HYDRANT ASSEMBLY WITH NEW FIRE HYDRANT ASSEMBLY; COMPLETE WITH FITTINGS, VALVES AND ACCESSORIES	\$ 8,970.00	\$ 26,910.00	\$ 8,500.00	\$ 25,500.00	\$ 9,000.00	\$ 27,000.00
12	4,000	LB	ADDITIONAL FITTINGS	\$ 1.20	\$ 4,800.00	\$ 1.00	\$ 4,000.00	\$ 3.00	\$ 12,000.00
13	2,613	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$ 5.00	\$ 13,065.00	\$ 5.00	\$ 13,065.00	\$ 6.00	\$ 15,678.00
14	3,180	SF	PATCH PAVEMENT CUT AND RESTORATION WITH 2-INCH HMAC, AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$ 3.11	\$ 9,889.80	\$ 5.00	\$ 15,900.00	\$ 6.00	\$ 19,080.00
15	118	CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY SPECIFICATIONS; COMPLETE IN PLACE	\$ 98.00	\$ 11,564.00	\$ 130.00	\$ 15,340.00	\$ 180.00	\$ 21,240.00
Sum Total Base Bid II (Items 2-15)				\$	452,588.80	\$	452,700.00	\$	563,418.00
Mobilization (Not to exceed 5% of Base Bid II)				\$	22,629.44	\$	22,635.00	\$	25,000.00
Sum Total (Base Bid II and Mobilization)				\$	475,218.24	\$	475,335.00	\$	588,418.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC		International Eagle Enterprises, Inc.		Jordan Foster Construction, LLC	
				El Paso, TX Bidder 1 of 6		El Paso, TX Bidder 2 of 6		El Paso, TX Bidder 3 of 6	
Item 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 III ON-SITE SANITARY SEWER ADJUSTMENTS									
1	Left Blank Intentionally								
2	1,030	LF	FURNISH AND INSTALL 8-INCH SDR 35 POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS	\$ 60.00	\$ 61,800.00	\$ 58.00	\$ 59,740.00	\$ 110.00	\$ 113,300.00
3	600	LF	FURNISH AND INSTALL 8-INCH C900 PVC (GREEN) POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS	\$ 77.00	\$ 46,200.00	\$ 72.00	\$ 43,200.00	\$ 130.00	\$ 78,000.00
4	14	EA	STANDARD MANHOLES; 48-INCH, PRE-CAST COMPLETE IN PLACE	\$ 6,800.00	\$ 95,200.00	\$ 6,500.00	\$ 91,000.00	\$ 5,500.00	\$ 77,000.00
5	12	EA	STANDARD MANHOLES; 48-INCH CAST IN PLACE	\$ 8,200.00	\$ 98,400.00	\$ 7,500.00	\$ 90,000.00	\$ 5,400.00	\$ 64,800.00
6	13	VF	STANDARD MANHOLES, EXTRA DEPTH FOR MANHOLES EXCEEDING 6-FEET OF DEPTH; AS PER SEPCIFICATIONS	\$ 192.00	\$ 2,496.00	\$ 220.00	\$ 2,860.00	\$ 300.00	\$ 3,900.00
7	9	EA	RECONNECT EXISTING SEWER SERVICES TO NEW SEWER MAIN WITH FITTINGS; COMPLETE IN PLACE	\$ 1,265.00	\$ 11,385.00	\$ 1,500.00	\$ 13,500.00	\$ 2,000.00	\$ 18,000.00
8	1,720	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$ 5.00	\$ 8,600.00	\$ 5.00	\$ 8,600.00	\$ 10.00	\$ 17,200.00
9	4,118	SF	PATCH PAVEMENT CUT AND RESTORATION WITH 2-INCH HMAC, AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$ 3.11	\$ 12,806.98	\$ 5.00	\$ 20,590.00	\$ 6.00	\$ 24,708.00
10	153	CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY SPECIFICATIONS; COMPLETE IN PLACE	\$ 98.00	\$ 14,994.00	\$ 130.00	\$ 19,890.00	\$ 200.00	\$ 30,600.00
Sum Total Base Bid III (Items 2-10)				\$ 351,881.98		\$ 349,380.00		\$ 427,508.00	
Mobilization (Not to exceed 5% of Base Bid III)				\$ 17,594.10		\$ 17,469.00		\$ 20,000.00	
Sum Total (Base Bid III and Mobilization)				\$ 369,476.08		\$ 366,849.00		\$ 447,508.00	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC		International Eagle Enterprises, Inc.		Jordan Foster Construction, LLC	
				El Paso, TX Bidder 1 of 6		El Paso, TX Bidder 2 of 6		El Paso, TX Bidder 3 of 6	
Item 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 IV DRAINAGE IMPROVEMENTS									
1	600	LF	FURNISH AND INSTALL 18" STORM DRAIN PIPE	\$ 100.00	\$ 60,000.00	\$ 90.00	\$ 54,000.00	\$ 160.00	\$ 96,000.00
2	1,080	LF	FURNISH AND INSTALL 24" STORM DRAIN PIPE	\$ 120.00	\$ 129,600.00	\$ 120.00	\$ 129,600.00	\$ 150.00	\$ 162,000.00
3	810	LF	FURNISH AND INSTALL 36" STORM DRAIN PIPE	\$ 200.00	\$ 162,000.00	\$ 210.00	\$ 170,100.00	\$ 230.00	\$ 186,300.00
4	30	LF	FURNISH AND INSTALL 36" CMP RISER	\$ 285.00	\$ 8,550.00	\$ 200.00	\$ 6,000.00	\$ 350.00	\$ 10,500.00
5	1	EA	FURNISH AND INSTALL TIE-IN TO EXISTING CMP PIPE	\$ 1,250.00	\$ 1,250.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
6	22	EA	FURNISH AND INSTALL NEENAH DRAINAGE INLET - 1 GRATE	\$ 4,389.00	\$ 96,558.00	\$ 5,000.00	\$ 110,000.00	\$ 7,000.00	\$ 154,000.00
7	4	CY	FURNISH AND INSTALL NEENAH DRAINAGE INLET - 1 GRATE	\$ 2,246.00	\$ 8,984.00	\$ 1,000.00	\$ 4,000.00	\$ 800.00	\$ 3,200.00
8	15	SY	FURNISH AND INSTALL DIAMOND PLATES FOR FLUMES	\$ 805.00	\$ 12,075.00	\$ 1,000.00	\$ 15,000.00	\$ 225.00	\$ 3,375.00
9	14	EA	FURNISH AND INSTALL 72" PRE-CAST STORMSEWER MANHOLE	\$ 5,544.00	\$ 77,616.00	\$ 7,500.00	\$ 105,000.00	\$ 10,000.00	\$ 140,000.00
10	1	EA	FURNISH AND INSTALL 48" PRE-CAST STORMSEWER MANHOLE	\$ 3,234.00	\$ 3,234.00	\$ 5,000.00	\$ 5,000.00	\$ 8,000.00	\$ 8,000.00
Sum Total – Base Bid IV (Items 1-10)				\$	559,867.00	\$	608,700.00	\$	768,375.00
Mobilization (Not to exceed 5% of Base Bid IV)				\$	27,993.35	\$	30,435.00	\$	35,000.00
Sum Total (Base Bid IV and Mobilization)				\$	587,860.35	\$	639,135.00	\$	803,375.00
Sum Total Base Bid I + Base Bid II + Base Bid III + Base Bid IV + Base Bid V + Base Bid VI				\$	6,372,208.30	\$	5,998,622.18	\$	6,795,718.50
				Contractor's Price: \$6,360,368.30					



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Allen Concrete, LLC		International Eagle Enterprises, Inc.		Jordan Foster Construction, LLC	
				El Paso, TX Bidder 1 of 6		El Paso, TX Bidder 2 of 6		El Paso, TX Bidder 3 of 6	
PAVING DEDUCTIVE ALTERNATES AT INTERSECTIONS									
Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.									
If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI									
Item 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
ALTERNATE 1 - SCHUSTER AVENUE/ HAWTHORNE STREET INTERSECTION									
8 & 9	682	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 91.65	\$ 62,505.30	\$ 110.00	\$ 75,020.00	\$ 80.00	\$ 54,560.00
10	682	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 7.50	\$ 5,115.00	\$ 9.00	\$ 6,138.00	\$ 13.00	\$ 8,866.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 9.50	\$ 3,230.00	\$ 15.00	\$ 5,100.00	\$ 10.00	\$ 3,400.00
Sum Total - Alternate 1				\$ 70,850.30		\$ 86,258.00		\$ 66,826.00	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 3,542.52		\$ 4,312.90		\$ 1,000.00	
Sum Total (Additive Alternate I and Mobilization)				\$ 74,392.82		\$ 90,570.90		\$ 67,826.00	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 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 6	Bidder 2 of 6	Bidder 3 of 6

PAVING DEDUCTIVE ALTERNATES AT INTERSECTIONS

Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.

If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI

Item 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
ALTERNATE 2 - SCHUSTER AVENUE/ EL PASO STREET INTERSECTION									
8 & 9	982	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 91.65	\$ 90,000.30	\$ 110.00	\$ 108,020.00	\$ 80.00	\$ 78,560.00
10	982	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 7.50	\$ 7,365.00	\$ 9.00	\$ 8,838.00	\$ 13.00	\$ 12,766.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 9.50	\$ 3,230.00	\$ 15.00	\$ 5,100.00	\$ 10.00	\$ 3,400.00
Sum Total - Alternate II				\$	100,595.30	\$	121,958.00	\$	94,726.00
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$	5,029.77	\$	6,097.90	\$	1,000.00
Sum Total (Additive Alternate II and Mobilization)				\$	105,625.07	\$	128,055.90	\$	95,726.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 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 6	Bidder 2 of 6	Bidder 3 of 6

PAVING DEDUCTIVE ALTERNATES AT INTERSECTIONS

Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.

If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI

Item 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
ALTERNATE 3 - SCHUSTER AVENUE/ RANDOLPH DRIVE INTERSECTION									
8 & 9	913	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 91.65	\$ 83,676.45	\$ 110.00	\$ 100,430.00	\$ 80.00	\$ 73,040.00
10	913	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 7.50	\$ 6,847.50	\$ 9.00	\$ 8,217.00	\$ 13.00	\$ 11,869.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 9.50	\$ 3,230.00	\$ 15.00	\$ 5,100.00	\$ 10.00	\$ 3,400.00
Sum Total - Alternate III				\$ 93,753.95		\$ 113,747.00		\$ 88,309.00	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,687.70		\$ 5,687.35		\$ 1,000.00	
Sum Total (Additive Alternate III and Mobilization)				\$ 98,441.65		\$ 119,434.35		\$ 89,309.00	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 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 6	Bidder 2 of 6	Bidder 3 of 6

PAVING DEDUCTIVE ALTERNATES AT INTERSECTIONS

Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.

If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI

Item 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
ALTERNATE 4 - SCHUSTER AVENUE/ PROSPECT STREET INTERSECTION									
8 & 9	844	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 91.65	\$ 77,352.60	\$ 110.00	\$ 92,840.00	\$ 80.00	\$ 67,520.00
10	844	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 7.50	\$ 6,330.00	\$ 9.00	\$ 7,596.00	\$ 13.00	\$ 10,972.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 9.50	\$ 3,230.00	\$ 15.00	\$ 5,100.00	\$ 10.00	\$ 3,400.00
Sum Total - Alternate IV				\$	86,912.60	\$	105,536.00	\$	81,892.00
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$	4,345.63	\$	5,276.80	\$	1,000.00
Sum Total (Additive Alternate IV and Mobilization)				\$	91,258.23	\$	110,812.80	\$	82,892.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 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 6	Bidder 2 of 6	Bidder 3 of 6

PAVING DEDUCTIVE ALTERNATES AT INTERSECTIONS

Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.

If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI

Item 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
ALTERNATE 5 - SCHUSTER AVENUE/ LAWTON DRIVE INTERSECTION									
8 & 9	795	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 91.65	\$ 72,861.75	\$ 110.00	\$ 87,450.00	\$ 80.00	\$ 63,600.00
10	795	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 7.50	\$ 5,962.50	\$ 9.00	\$ 7,155.00	\$ 13.00	\$ 10,335.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 9.50	\$ 3,230.00	\$ 15.00	\$ 5,100.00	\$ 10.00	\$ 3,400.00
Sum Total - Alternate V				\$ 82,054.25		\$ 99,705.00		\$ 77,335.00	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,102.71		\$ 4,985.25		\$ 1,000.00	
Sum Total (Additive Alternate V and Mobilization)				\$ 86,156.96		\$ 104,690.25		\$ 78,335.00	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 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 6	Bidder 2 of 6	Bidder 3 of 6

PAVING DEDUCTIVE ALTERNATES AT INTERSECTIONS

Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.

If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI

Item 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
ALTERNATE 6 - SCHUSTER AVENUE/ LOS ANGELES DRIVE INTERSECTION									
8 & 9	941	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 91.65	\$ 86,242.65	\$ 110.00	\$ 103,510.00	\$ 80.00	\$ 75,280.00
10	941	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 7.50	\$ 7,057.50	\$ 9.00	\$ 8,469.00	\$ 13.00	\$ 12,233.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 9.50	\$ 3,230.00	\$ 15.00	\$ 5,100.00	\$ 10.00	\$ 3,400.00
Sum Total - Alternate VI				\$ 96,530.15		\$ 117,079.00		\$ 90,913.00	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,826.51		\$ 5,853.95		\$ 1,000.00	
Sum Total (Additive Alternate VI and Mobilization)				\$ 101,356.66		\$ 122,932.95		\$ 91,913.00	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 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 6	Bidder 2 of 6	Bidder 3 of 6

PAVING DEDUCTIVE ALTERNATES AT INTERSECTIONS

Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.

If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI

Item 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
ALTERNATE 7 - SCHUSTER AVENUE/ CAMPBELL STREET INTERSECTION									
8 & 9	872	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 91.65	\$ 79,918.80	\$ 110.00	\$ 95,920.00	\$ 80.00	\$ 69,760.00
10	872	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 7.50	\$ 6,540.00	\$ 9.00	\$ 7,848.00	\$ 13.00	\$ 11,336.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 9.50	\$ 3,230.00	\$ 15.00	\$ 5,100.00	\$ 10.00	\$ 3,400.00
Sum Total - Alternate VI				\$ 89,688.80		\$ 108,868.00		\$ 84,496.00	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,484.44		\$ 5,443.40		\$ 1,000.00	
Sum Total (Additive Alternate VI and Mobilization)				\$ 94,173.24		\$ 114,311.40		\$ 85,496.00	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Constuction of Texas, Inc El Paso, TX Bidder 5 of 6		Ultimate Concrete of El Paso, LLC El Paso, TX Bidder 6 of 6	
Item 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 I CIVIL IMPROVEMENTS									
1	Left Blank Intenationally								
2	12	MO	Implement Storm Water Pollution Prevention Best Management Practices Including: Furnish And Install Silt Fence, Construction Entrance/Exits And Removal And Proper Disposal Of Silt Fence And Construction Entrances/Exits After Completion Of Work.	\$ 11,009.40	\$ 132,112.80	\$ 19,128.58	\$ 229,542.96 Contractor's Price \$229,543.00	\$ 3,790.00	\$ 45,480.00
3	12	MO	Furnish, Install And Implement Traffic Control Plan	\$ 27,730.00	\$ 332,760.00	\$ 19,143.39	\$ 229,720.68 Contractor's Price \$229,721.00	\$ 20,000.00	\$ 240,000.00
4	2,500	LF	Furnish, Install And Implement Trench Safety System	\$ 4.13	\$ 10,325.00	\$ 3.60	\$ 9,000.00 Contractor's Price \$9,022.00	\$ 6.00	\$ 15,000.00
5	1	LS	Demolition Lump Sum	\$ 934,560.00	\$ 934,560.00	\$ 778,055.62	\$ 778,055.62 Contractor's Price \$778,056.00	\$ 289,108.00	\$ 289,108.00
6	8,000	CY	Embankment For Roadways	\$ 68.44	\$ 547,520.00	\$ 26.75	\$ 214,000.00 Contractor's Price \$214,038.00	\$ 20.00	\$ 160,000.00
7	4,000	CY	Excavation For Roadways	\$ 14.16	\$ 56,640.00	\$ 58.32	\$ 233,280.00 Contractor's Price \$233,285.00	\$ 14.00	\$ 56,000.00
8	18,770	SY	Furnish And Install 2-Inch Hot-Mix Asphalt Concrete Pavement Type C	\$ 22.42	\$ 420,823.40	\$ 15.92	\$ 298,818.40 Contractor's Price \$298,980.00	\$ 16.00	\$ 300,320.00
9	18,770	SY	Furnish And Install 3-Inch Hot-Mix Asphalt Concrete Pavement Type B	\$ 20.06	\$ 376,526.20	\$ 20.13	\$ 377,840.10 Contractor's Price \$378,005.00	\$ 21.00	\$ 394,170.00
10	18,770	SY	Furnish And Install 6-Inch Cement Treated Base Course	\$ 16.52	\$ 310,080.40	\$ 22.24	\$ 417,444.80 Contractor's Price \$417,517.00	\$ 32.00	\$ 600,640.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Constuction of Texas, Inc El Paso, TX Bidder 5 of 6		Ultimate Concrete of El Paso, LLC El Paso, TX Bidder 6 of 6	
Item 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 I CIVIL IMPROVEMENTS									
11	855	SY	Furnish And Install 10-Inch Continuously Reinforced Concrete Pavement	\$ 182.90	\$ 156,379.50	\$ 112.01	\$ 95,768.55 Contractor's Price \$95,771.00	\$ 80.00	\$ 68,400.00
12	855	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 15.34	\$ 13,115.70	\$ 14.63	\$ 12,508.65 Contractor's Price \$95,771.00	\$ 10.50	\$ 8,977.50
13	20,160	SY	FURNISH AND INSTALL 8-INCH IN PLACE- CEMENT TREATED SUBGRADE MATERIAL	\$ 37.76	\$ 761,241.60	\$ 9.13	\$ 184,060.80 Contractor's Price \$184,225.00	\$ 12.50	\$ 252,000.00
14	8,875	SY	FURNISH AND INSTALL 8-INCHES OF OVEREXCAVATION AND REPLACEMENT OF THE SUBGRADE SOIL	\$ 16.52	\$ 146,615.00	\$ 9.53	\$ 84,578.75 Contractor's Price \$84,638.00	\$ 8.50	\$ 75,437.50
15	6,520	LF	FURNISH AND INSTALL 6-INCH CONCRETE CURB AND GUTTER	\$ 18.88	\$ 123,097.60	\$ 21.78	\$ 142,005.60 Contractor's Price \$142,018.00	\$ 16.00	\$ 104,320.00
16	271	LF	FURNISH AND INSTALL 6-INCH ROLLED CONCRETE CURB	\$ 17.11	\$ 4,636.81	\$ 20.75	\$ 5,623.25 Contractor's Price \$5,623.00	\$ 11.00	\$ 2,981.00
17	377	LF	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 12.68	\$ 4,780.36	\$ 19.54	\$ 7,366.58 Contractor's Price \$7,370.00	\$ 10.00	\$ 3,770.00
18	8	EA	FURNISH AND INSTALL CITY MONUMENTS	\$ 5,015.00	\$ 40,120.00	\$ 2,405.81	\$ 19,246.48 Contractor's Price \$19,247.00	\$ 1,600.00	\$ 12,800.00
19	300	SY	FURNISH AND INSTALL 8-INCH REINFORCED CONCRETE BUS PAD	\$ 64.90	\$ 19,470.00	\$ 134.47	\$ 40,341.00 Contractor's Price \$40,342.00	\$ 48.00	\$ 14,400.00
20	7,000	LF	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKINGS (W) (BRK) 4"	\$ 1.05	\$ 7,350.00 Contractor's Price \$7,351.40	\$ 1.20	\$ 8,400.00 Contractor's Price \$8,420.00	\$ 4.00	\$ 28,000.00
21	4,300	LF	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKINGS (W) (SLD) 4"	\$ 1.00	\$ 4,300.00	\$ 1.20	\$ 5,160.00 Contractor's Price \$5,172.00	\$ 4.00	\$ 17,200.00
22	3,355	LF	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKINGS (Y) (SLD)(DOUBLE) 4"	\$ 2.10	\$ 7,045.50 Contractor's Price \$7,354.84	\$ 2.40	\$ 8,052.00 Contractor's Price \$8,072.00	\$ 8.00	\$ 26,840.00
23	1,800	LF	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKINGS (W) (SLD) 18"	\$ 5.60	\$ 10,080.00	\$ 6.01	\$ 10,818.00 Contractor's Price \$8,072.00	\$ 8.50	\$ 15,300.00
24	1,000	LF	FURNISH AND INSTALL THERMOPLASTIC PAVEMENT MARKINGS (W) (SLD) 24"	\$ 8.85	\$ 8,850.00	\$ 9.62	\$ 9,620.00 Contractor's Price \$10,826.00	\$ 12.00	\$ 12,000.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Constuction of Texas, Inc El Paso, TX Bidder 5 of 6		Ultimate Concrete of El Paso, LLC El Paso, TX Bidder 6 of 6	
Item 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 I CIVIL IMPROVEMENTS									
25	24	EA	FURNISH AND INSTALL YIELD TRIANGLES MARKINGS 36"	\$ 47.20	\$ 1,132.80	\$ 48.11	\$ 1,154.64 Contractor's Price \$1,155.00	\$ 550.00	\$ 13,200.00
26	12	EA	FURNISH AND INSTALL REFL PAV TY I (W)(BIKE SHARED LANE) (100MIL)	\$ 253.70	\$ 3,044.40	\$ 300.72	\$ 3,608.64 Contractor's Price \$3,609.00	\$ 250.00	\$ 3,000.00
27	12	EA	FURNISH AND INSTALL REFL PAV TY I (W)(BIKE ARW) (100MIL)	\$ 147.50	\$ 1,770.00	\$ 150.36	\$ 1,804.32 Contractor's Price \$1,804.00	\$ 225.00	\$ 2,700.00
28	20	EA	FURNISH AND INSTALL REFL PAV TY I (W)(BIKE LANE) (100MIL)	\$ 236.00	\$ 4,720.00	\$ 240.58	\$ 4,811.60 Contractor's Price \$4,812.00	\$ 225.00	\$ 4,500.00
29	20	EA	FURNISH AND INSTALL REFL PAV TY I (W)(ARW) (100MIL)	\$ 177.00	\$ 3,540.00	\$ 180.43	\$ 3,608.60 Contractor's Price \$3,609.00	\$ 250.00	\$ 5,000.00
30	66	EA	REMOVE & RELOCATE SMALL ROAD SIGN SUPPORT & ASSEMBLY	\$ 1,327.50	\$ 87,615.00	\$ 573.78	\$ 37,869.48 Contractor's Price \$37,870.00	\$ 486.00	\$ 32,076.00
31	20	EA	FURNISH AND INSTALL SMALL ROAD SIGN SUPPORT & ASSEMBLY TY10BWG(1)P	\$ 1,087.96	\$ 21,759.20	\$ 933.45	\$ 18,669.00	\$ 790.00	\$ 15,800.00
32	3,909	SY	FURNISH AND INSTALL 4-INCH CONCRETE SIDEWALK	\$ 52.21	\$ 204,088.89	\$ 62.14	\$ 242,905.26 Contractor's Price \$214,926.00	\$ 43.00	\$ 168,087.00
33	664	SY	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE DRIVEWAY	\$ 56.64	\$ 37,608.96	\$ 79.58	\$ 52,841.12 Contractor's Price \$52,846.00	\$ 58.00	\$ 38,512.00
34	8	EA	FURNISH AND INSTALL 6-INCH REINFORCED CONCRETE DRIVEWAY WITHIN RIGHT OF ENTRY	\$ 2,124.00	\$ 16,992.00	\$ 90.21	\$ 721.68 Contractor's Price \$722.00	\$ 3,000.00	\$ 24,000.00
35	58	EA	FURNISH AND INSTALL CONCRETE ADA RAMP	\$ 1,616.60	\$ 93,762.80	\$ 1,860.67	\$ 107,918.86 Contractor's Price \$107,919.00	\$ 1,200.00	\$ 69,600.00
36	58	EA	FURNISH AND INSTALL DETECTABLE WARNING PANELS	\$ 1,475.00	\$ 85,550.00	\$ 487.90	\$ 28,298.20 Contractor's Price \$28,298.00	\$ 420.00	\$ 24,360.00
37	102	EA	TREES - 8' TALL / 3" CALIPER	\$ 986.13	\$ 100,585.26	\$ 481.16	\$ 49,078.32 Contractor's Price \$49,079.00	\$ 650.00	\$ 66,300.00
38	15	EA	CAST IRON TREE GRATE (60"x60")	\$ 8,555.00	\$ 128,325.00	\$ 3,631.19	\$ 54,467.85 Contractor's Price \$54,079.00	\$ 5,817.00	\$ 87,255.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC		Spartan Constuction of Texas, Inc		Ultimate Concrete of El Paso, LLC	
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6	
Item 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 I CIVIL IMPROVEMENTS									
39	94	EA	SHRUB - 3 GAL.	\$ 45.21	\$ 4,249.74	\$ 42.10	\$ 3,957.40 Contractor's Price \$3,958	\$ 47.00	\$ 4,418.00
40	290	EA	SHRUB - 5 GAL.	\$ 42.19	\$ 12,235.10	\$ 48.11	\$ 13,951.90 Contractor's Price \$13,954.00	\$ 48.00	\$ 13,920.00
41	87	EA	ACCENTS - 3 GAL.	\$ 45.20	\$ 3,932.40	\$ 42.10	\$ 3,662.70 Contractor's Price \$3,663.00	\$ 53.00	\$ 4,611.00
42	292	EA	ACCENTS - 5 GAL.	\$ 45.19	\$ 13,195.48	\$ 48.11	\$ 14,048.12 Contractor's Price \$14,050.00	\$ 54.00	\$ 15,768.00
43	807	SY	DECOMPOSED GRANITE SURFACING (3" MINUS MATERIAL)	\$ 8.80	\$ 7,101.60	\$ 30.07	\$ 24,266.49 Contractor's Price \$24,269.00	\$ 19.00	\$ 15,333.00
44	1,000	SF	EXISTING LANDSCAPE AREA IMPROVEMENTS	\$ 2.25	\$ 2,250.00	\$ 2.40	\$ 2,400.00 Contractor's Price \$2,406.00	\$ 10.00	\$ 10,000.00
45	1	LS	LANDSCAPE MISCELANEOUS	\$ 3,000.00	\$ 3,000.00	\$ 84,203.43	\$ 84,203.43 Contractor's Price \$84,203.00	\$ 10,968.00	\$ 10,968.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Constuction of Texas, Inc El Paso, TX Bidder 5 of 6		Ultimate Concrete of El Paso, LLC El Paso, TX Bidder 6 of 6	
Item 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 I CIVIL IMPROVEMENTS									
46	4	EA	NEW 3/4" WATER METER	\$ 6,108.75	\$ 24,435.00	\$ 1,516.19	\$ 6,064.76 Contractor's Price \$6,065.00	\$ 660.00	\$ 2,640.00
47	4	EA	NEW 3/4" BACKFLOW PREVENTER	\$ 2,216.75	\$ 8,867.00	\$ 1,648.37	\$ 6,593.48 Contractor's Price \$6,594.00	\$ 2,051.00	\$ 8,204.00
48	4	EA	NEW BACKFLOW PREVENTER INSULATED ENCLOSURE	\$ 807.00	\$ 3,228.00	\$ 1,211.89	\$ 4,847.56 Contractor's Price \$4,848.00	\$ 1,077.00	\$ 4,308.00
49	5	EA	BATTERY OPERATED CONTROL SYSTEM / HAND HELD REMOTE	\$ 337.00	\$ 1,685.00 Contractor's Price \$1,688.00	\$ 601.45	\$ 3,007.25 Contractor's Price \$3,007.00	\$ 390.00	\$ 1,950.00
50	335	LF	MAINLINE - 1-1/2"	\$ 3.00	\$ 1,005.00	\$ 24.05	\$ 8,056.75 Contractor's Price \$8,059.00	\$ 9.00	\$ 3,015.00
51	9	EA	BALL VALVE ASSEMBLY - 1-1/2"	\$ 378.89	\$ 3,410.01	\$ 180.43	\$ 1,623.87 Contractor's Price \$1,624.00	\$ 610.00	\$ 5,490.00
52	0	EA	PRESSURE REGULATING VALVE - 1"	/		/		/	
53	13	EA	AIR RELIEF ASSEMBLY - 1/2"	\$ 44.62	\$ 580.06	\$ 96.23	\$ 1,250.99 Contractor's Price \$1,251.00	\$ 132.00	\$ 1,716.00
54	10	EA	REMOTE CONTROL VALVE ASSEMBLY 1"	\$ 1,120.00	\$ 11,200.00	\$ 481.16	\$ 4,811.60 Contractor's Price \$4,812.00	\$ 1,006.00	\$ 10,060.00
55	335	LF	LATERAL LINE - 1"	\$ 4.00	\$ 1,340.00	\$ 24.05	\$ 8,056.75 Contractor's Price \$8,059.00	\$ 5.00	\$ 1,675.00



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC		Spartan Constuction of Texas, Inc		Ultimate Concrete of El Paso, LLC	
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6	
Item 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 I CIVIL IMPROVEMENTS									
56	2,405	LF	LATERAL LINE - 3/4"	\$ 4.00	\$ 9,620.00	\$ 24.05	\$ 57,840.25 Contractor's Price \$57,860.00	\$ 5.00	\$ 12,025.00
57	4,875	LF	LATERAL LINE - 1/2"	\$ 4.00	\$ 19,500.00	\$ 18.04	\$ 87,945.00 Contractor's Price \$87,963.00	\$ 5.00	\$ 24,375.00
58	1,135	LF	SLEEVE - 4" (W/ ACCESS BOXES)	\$ 20.12	\$ 22,836.20	\$ 30.07	\$ 34,129.45 Contractor's Price \$34,132.00	\$ 34.00	\$ 38,590.00
59	354	EA	DRIP EMITTER ASSEMBLY	\$ 87.36	\$ 30,925.44	\$ 36.08	\$ 12,772.32 Contractor's Price \$12,775.00	\$ 137.00	\$ 48,498.00
60	45	EA	FLUSH CAP ASSEMBLY	\$ 7.84	\$ 352.80	\$ 36.08	\$ 1,623.60 Contractor's Price \$1,624.00	\$ 62.00	\$ 2,790.00
61	1	LS	PRESSURE AND OPERATIONAL TESTING	\$ 21,340.00	\$ 21,340.00	\$ 7,818.89	\$ 7,818.89 Contractor's Price \$7,819.00	\$ 1,800.00	\$ 1,800.00
62	1	LS	CONTROLLER PROGRAMMING AND TESTING	\$ 10,750.00	\$ 10,750.00	\$ 9,021.79	\$ 9,021.79 Contractor's Price \$9,022.00	\$ 550.00	\$ 550.00
63	12	MO	INITIAL LANDSCAPE / IRRIGATION MAINTENANCE	\$ 2,085.00	\$ 25,020.00	\$ 2,405.81	\$ 28,869.72 Contractor's Price \$28,870.00	\$ 742.00	\$ 8,904.00
64	260	LF	DRILL SHAFT (RDWY ILL POLE) (30 IN)	\$ 383.50	\$ 99,710.00	\$ 583.41	\$ 151,686.60 Contractor's Price \$151,686.00	\$ 494.00	\$ 128,440.00
65	26	EA	IN RD IL (TY ST) 30T-8 (250W EQ) LED	\$ 6,136.00	\$ 159,536.00	\$ 6,615.98	\$ 172,015.48 Contractor's Price \$172,016.00	\$ 5,601.00	\$ 145,626.00
66	285	LF	CONDT (PVC) (SCH 80) (2")	\$ 14.16	\$ 4,035.60	\$ 33.68	\$ 9,598.80 Contractor's Price \$9,599.00	\$ 28.00	\$ 7,980.00
67	5,030		CONDT (PVC) (SCH 80) (2") (BORE)	\$ 41.30	\$ 207,739.00	\$ 57.74	\$ 290,432.20 Contractor's Price \$290,430.00	\$ 48.00	\$ 241,440.00
68	7,680		ELEC CONDR (NO.6) INSULATED (POWER)	\$ 2.62	\$ 20,121.60	\$ 4.81	\$ 36,940.80 Contractor's Price \$36,953.00	\$ 4.00	\$ 30,720.00
69	3,985		ELEC CONDR (NO.6) INSULATED (GROUND)	\$ 2.65	\$ 10,560.25	\$ 4.81	\$ 19,167.85 Contractor's Price \$19,174.00	\$ 4.00	\$ 15,940.00

453

Approved By: __D.R.__
Date: 4/27/2022 __

2022-0398 Schuster Avenue Reconstruction



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC		Spartan Constuction of Texas, Inc		Ultimate Concrete of El Paso, LLC	
				El Paso, TX		El Paso, TX		El Paso, TX	
				Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6	
Item 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 I CIVIL IMPROVEMENTS									
70	3,030	LF	ELEC CONDR (NO.8) INSULATED (POWER)	\$ 2.12	\$ 6,423.60	\$ 4.21	\$ 12,756.30 Contractor's Price \$12,757	\$ 3.00	\$ 9,090.00
71	1,565	LF	ELEC CONDR (NO.8) INSULATED (GROUND)	\$ 2.12	\$ 3,317.80	\$ 4.21	\$ 6,588.65 Contractor's Price \$6,589.00	\$ 3.00	\$ 4,695.00
72	6	EA	GROUND BOX TY A (122311)W/APRON	\$ 1,298.00	\$ 7,788.00	\$ 1,693.92	\$ 10,163.52 Contractor's Price \$9,744.00	\$ 1,377.00	\$ 8,262.00
73	2	EA	ELC SRV TY A 240/480 060(NS)SS(E)GC(O)	\$ 7,670.00	\$ 15,340.00	\$ 10,766.01	\$ 21,532.02 Contractor's Price \$21,532.00	\$ 9,121.00	\$ 18,242.00
74	110	LF	CONDT (PVC) (SCH 40) (2")	\$ 12.98	\$ 1,427.80	\$ 33.68	\$ 3,704.80 Contractor's Price \$3,705.00	\$ 28.00	\$ 3,080.00
75	115	LF	CONDT (PVC) (SCH 40) (2") (BORE)	\$ 41.30	\$ 4,749.50 Contractor's Price \$4,749.80	\$ 57.74	\$ 6,640.10 Contractor's Price \$6,640.00	\$ 48.00	\$ 5,520.00
76	100	LF	CONDT (PVC) (SCH 40) (3")	\$ 14.16	\$ 1,416.00	\$ 36.08	\$ 3,608.00 Contractor's Price \$3,609.00	\$ 30.00	\$ 3,000.00
77	2,220	LF	CONDT (PVC) (SCH 40) (3") (BORE)	\$ 47.20	\$ 104,784.00	\$ 64.35	\$ 142,857.00 Contractor's Price \$142,869.00	\$ 54.00	\$ 119,880.00
78	130	LF	CONDT (PVC) (SCH 40) (4") (BORE)	\$ 59.00	\$ 7,670.00	\$ 72.17	\$ 9,382.10 Contractor's Price \$9,383.00	\$ 60.00	\$ 7,800.00
79	2,545	LF	ELEC CONDR (NO.14) INSULATED	\$ 1.18	\$ 3,003.10	\$ 2.70	\$ 6,871.50 Contractor's Price \$6,888.00	\$ 2.00	\$ 5,090.00
80	2	EA	GROUND BOX TY 1 (122422)W/APRON	\$ 3,540.00	\$ 7,080.00	\$ 5,473.22	\$ 10,946.44 Contractor's Price \$10,946.00	\$ 4,641.00	\$ 9,282.00
81	10	EA	GROUND BOX TY 2 (243636)W/APRON	\$ 5,310.00	\$ 53,100.00	\$ 8,398.69	\$ 83,986.90 Contractor's Price \$83,987.00	\$ 7,121.00	\$ 71,210.00
82	215	LF	FIBER OPTIC CBL (SNGLE-MODE)(12 FIBER)	\$ 4.13	\$ 887.95	\$ 16.84	\$ 3,620.60 Contractor's Price \$3,621.00	\$ 13.00	\$ 2,795.00
83	2,320	LF	FIBER OPTIC CBL (SNGLE-MODE)(144 FIBER)	\$ 5.31	\$ 12,319.20	\$ 12.02	\$ 27,886.40 Contractor's Price \$27,907.00	\$ 10.00	\$ 23,200.00

454

Approved By: __D.R.__
Date: 4/27/2022 __

2022-0398 Schuster Avenue Reconstruction



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Constuction of Texas, Inc El Paso, TX Bidder 5 of 6		Ultimate Concrete of El Paso, LLC El Paso, TX Bidder 6 of 6	
Item 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 I CIVIL IMPROVEMENTS									
84	120	LF	FIBER OPTIC PIGTAIL (12 FIBER)	\$ 23.60	\$ 2,832.00	\$ 16.84	\$ 2,020.80 Contractor's Price \$2,021.00	\$ 13.00	\$ 1,560.00
85	6	EA	FIBER OPTIC SPLICE ENCLOSURE	\$ 5,780.00	\$ 34,680.00 Contractor's Price \$34,692.00	\$ 4,510.89	\$ 27,065.34 Contractor's Price \$27,065.00	\$ 3,825.00	\$ 22,950.00
86	5	EA	FIBER OPTIC PATCH PANEL (12 POSITION)	\$ 5,310.00	\$ 26,550.00	\$ 4,210.17	\$ 21,050.85 Contractor's Price \$21,051.00	\$ 3,570.00	\$ 17,850.00
87	4	EA	CCTV FIELD EQUIPMENT	\$ 23,600.00	\$ 94,400.00	\$ 10,816.53	\$ 43,266.12 Contractor's Price \$43,266.00	\$ 9,171.00	\$ 36,684.00
88	4	LS	VIDEO ENCODER	\$ 4,130.00	\$ 16,520.00	\$ 5,740.26	\$ 22,961.04 Contractor's Price \$22,961.00	\$ 4,867.00	\$ 19,468.00
89	1	EA	SYSTEM SUPPORT	\$ 5,900.00	\$ 5,900.00	\$ 10,766.01	\$ 10,766.01 Contractor's Price \$10,766.00	\$ 10,042.00	\$ 10,042.00
90	1	LS	SYSTEMS INTEGRATION	\$ 47,200.00	\$ 47,200.00	\$ 26,584.22	\$ 26,584.22 Contractor's Price \$26,584.00	\$ 22,542.00	\$ 22,542.00
91	5	LF	FIELD ETHERNET SWITCH 1 GB	\$ 2,950.00	\$ 14,750.00	\$ 6,255.11	\$ 31,275.55 Contractor's Price \$31,276.00	\$ 5,304.00	\$ 26,520.00
92	1	LF	4G CELLULAR ROUTER	\$ 5,664.00	\$ 5,664.00	\$ 56,536.59	\$ 56,536.59 Contractor's Price \$56,537.00	\$ 47,823.00	\$ 47,823.00
93	4	EA	TERMINAL SERVER	\$ 7,080.00	\$ 28,320.00	\$ 2,556.17	\$ 10,224.68 Contractor's Price \$10,225.00	\$ 2,167.00	\$ 8,668.00
94	1	LS	POTHOLING	\$ 11,800.00	\$ 11,800.00	\$ 67,613.90	\$ 67,613.90 Contractor's Price \$67,614.00	\$ 15,000.00	\$ 15,000.00
Sum Total – Base Bid I (Items 2-94)				\$ 6,480,608.41 Contractor's Price \$6,486,321.15		\$ 5,809,585.02 Contractor's Price \$5,810,098.00		\$ 4,639,541.00	
Mobilization (Not to exceed 5% of Base Bid I)				\$ 218,000.00		\$ 216,414.00		\$ 229,657.28	
Sum Total (Base Bid I and Mobilization)				\$ 6,698,608.41 Contractor's Price \$6,704,321.15		\$ 6,025,999.02 Contractor's Price \$6,071,512.00		\$ 4,869,198.28	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC		Spartan Constuction of Texas, Inc		Ultimate Concrete of El Paso, LLC	
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6	
Item 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 I CIVIL IMPROVEMENTS									
1	Left Blank Intentionally								
2	216	LF	FURNISH AND INSTALL 6-INCH C900 PVC (CLASS 305) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE	\$ 84.96	\$ 18,351.36	\$ 125.61	\$ 27,131.76 Contractor's Price \$27,133.00	\$ 117.00	\$ 25,272.00
3	1,290	LF	FURNISH AND INSTALL 8-INCH C900 PVC (CLASS 305) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE	\$ 108.56	\$ 140,042.40	\$ 105.16	\$ 135,656.40 Contractor's Price \$135,667.00	\$ 120.00	\$ 154,800.00
4	186	LF	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE	\$ 167.56	\$ 31,166.16	\$ 153.28	\$ 28,510.08 Contractor's Price \$28,511.00	\$ 118.00	\$ 21,948.00
5	849	LF	FURNISH AND INSTALL 12-INCH C900 PVC (CLASS 305) WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE	\$ 194.70	\$ 165,300.30	\$ 185.76	\$ 157,710.24 Contractor's Price \$157,713.00	\$ 205.94	\$ 174,843.06
6	72	LF	FURNISH AND INSTALL 8-INCH DUCTILE IRON WATER PIPE INSTALLED WITH FITTINGS, VALVES, AND ACCESSORIES; COMPLETE IN PLACE	\$ 265.50	\$ 19,116.00	\$ 276.00	\$ 19,872.00 Contractor's Price \$19,873.00	\$ 176.90	\$ 12,736.80
7	7	EA	REPLACE AND RE-CONNECT 3/4-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ 5,487.00	\$ 38,409.00	\$ 1,305.35	\$ 9,137.45 Contractor's Price \$9,137.00	\$ 2,466.40	\$ 17,264.80
8	3	EA	REPLACE AND RE-CONNECT 1-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ 6,195.00	\$ 18,585.00	\$ 2,732.31	\$ 8,196.93 Contractor's Price \$8,197.00	\$ 3,130.15	\$ 9,390.45



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Constuction of Texas, Inc El Paso, TX Bidder 5 of 6		Ultimate Concrete of El Paso, LLC El Paso, TX Bidder 6 of 6	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
UNIT PRICE SCHEDULE: BASE BID II - ON-SITE WATER MAIN ADJUSTMENTS									
9	2	EA	REPLACE AND RE-CONNECT 1.5-INCH WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ 5,015.00	\$ 10,030.00	\$ 10,684.05	\$ 21,368.10 Contractor's Price \$21,368.00	\$ 5,717.30	\$ 11,434.60
10	1	EA	REPLACE AND RE-CONNECT 4-INCH FIRE WATER SERVICE LINE WITH FITTINGS, VALVES, METER BOX AND ACCESSORIES; COMPLETE IN PLACE	\$ 5,015.00	\$ 5,015.00	\$ 12,705.54	\$ 12,705.54 Contractor's Price \$12,705.00	\$ 12,875.70	\$ 12,875.70
11	3	EA	REPLACE EXISTING FIRE HYDRANT ASSEMBLY WITH NEW FIRE HYDRANT ASSEMBLY; COMPLETE WITH FITTINGS, VALVES AND ACCESSORIES	\$ 8,260.00	\$ 24,780.00	\$ 9,078.37	\$ 27,235.11 Contractor's Price \$27,325.00	\$ 9,492.00	\$ 28,476.00
12	4,000	LB	ADDITIONAL FITTINGS	\$ 21.24	\$ 84,960.00	\$ 5.43	\$ 21,720.00 Contractor's Price \$21,742.00	\$ 4.43	\$ 17,720.00
13	2,613	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$ 9.44	\$ 24,666.72	\$ 3.60	\$ 9,406.80 Contractor's Price \$9,430.00	\$ 3.60	\$ 9,406.80
14	3,180	SF	PATCH PAVEMENT CUT AND RESTORATION WITH 2-INCH HMAC, AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$ 33.04	\$ 105,067.20	\$ 7.33	\$ 23,309.40 Contractor's Price \$23,321.00	\$ 12.00	\$ 38,160.00
15	118	CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY SPECIFICATIONS; COMPLETE IN PLACE	\$ 265.50	\$ 31,329.00	\$ 108.71	\$ 12,827.78 Contractor's Price \$12,828.00	\$ 170.00	\$ 20,060.00
Sum Total Base Bid II (Items 2-15)				\$ 716,818.14		\$ 514,787.59 Contractor's Price \$514,860.00		\$ 554,388.21	
Mobilization (Not to exceed 5% of Base Bid II)				\$ 32,000.00		\$ 24,058.00		\$ 27,442.22	
Sum Total (Base Bid II and Mobilization)				\$ 748,818.14		\$ 538,845.59 Contractor's Price \$538,918.00		\$ 581,830.43	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC		Spartan Constuction of Texas, Inc		Ultimate Concrete of El Paso, LLC	
				El Paso, TX Bidder 4 of 6		El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6	
Item 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 III ON-SITE SANITARY SEWER ADJUSTMENTS									
1			Left Blank Intentionally						
2	1,030	LF	FURNISH AND INSTALL 8-INCH SDR 35 POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS	\$ 80.24	\$ 82,647.20	\$ 62.20	\$ 64,066.00 Contractor's Price \$64,074.00	\$ 73.60	\$ 75,808.00
3	600	LF	FURNISH AND INSTALL 8-INCH C900 PVC (GREEN) POLYVINYL CHLORIDE (PVC) SEWER PIPE COMPLETE, INSTALLED; INCLUDING, BUT NOT LIMITED TO, DEWATERING AND TEMPORARY BY-PASS	\$ 84.96	\$ 50,976.00	\$ 111.52	\$ 66,912.00 Contractor's Price \$66,916.00	\$ 100.60	\$ 60,360.00
4	14	EA	STANDARD MANHOLES; 48-INCH, PRE-CAST COMPLETE IN PLACE	\$ 10,030.00	\$ 140,420.00	\$ 3,466.88	\$ 48,536.32 Contractor's Price \$48,536.00	\$ 3,860.90	\$ 54,052.60
5	12	EA	STANDARD MANHOLES; 48-INCH CAST IN PLACE	\$ 10,915.00	\$ 130,980.00	\$ 4,778.31	\$ 57,339.72 Contractor's Price \$57,340.00	\$ 5,500.00	\$ 66,000.00
6	13	VF	STANDARD MANHOLES, EXTRA DEPTH FOR MANHOLES EXCEEDING 6-FEET OF DEPTH; AS PER SEPCIFICATIONS	\$ 1,475.00	\$ 19,175.00	\$ 339.77	\$ 4,417.01 Contractor's Price \$4,417.00	\$ 300.00	\$ 3,900.00
7	9	EA	RECONNECT EXISTING SEWER SERVICES TO NEW SEWER MAIN WITH FITTINGS; COMPLETE IN PLACE	\$ 2,065.00	\$ 18,585.00	\$ 1,092.92	\$ 9,836.28 Contractor's Price \$9,836.00	\$ 1,580.76	\$ 14,226.84
8	1,720	LF	TRENCH SAFETY SYSTEM (TRENCH BOX, SHORING OR BRACING METHODS), COMPLETE IN PLACE	\$ 3.54	\$ 6,088.80	\$ 3.60	\$ 6,192.00 Contractor's Price \$6,207.00	\$ 8.00	\$ 13,760.00
9	4,118	SF	PATCH PAVEMENT CUT AND RESTORATION WITH 2-INCH HMA, AS PER CITY OF EL PASO SPECIFICATIONS; COMPLETE IN PLACE	\$ 4.72	\$ 19,436.96	\$ 7.33	\$ 30,184.94 Contractor's Price \$30,200.00	\$ 7.00	\$ 28,826.00
10	153	CY	CEMENT STABILIZED BACKFILL (2-SACK); UNDER PATCH PAVEMENT; AS PER CITY SPECIFICATIONS; COMPLETE IN PLACE	\$ 171.10	\$ 26,178.30	\$ 108.71	\$ 16,632.63 Contractor's Price \$16,633.00	\$ 170.00	\$ 26,010.00
Sum Total Base Bid III (Items 2-10)				\$ 494,487.26		\$ 304,116.90 Contractor's Price \$304,159.00		\$ 342,943.44	
Mobilization (Not to exceed 5% of Base Bid III)				\$ 18,000.00		\$ 12,029.00		\$ 16,975.70	
Sum Total (Base Bid III and Mobilization)				\$ 512,487.26		\$ 316,145.90 Contractor's Price \$316,188.00		\$ 359,919.14	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Constuction of Texas, Inc El Paso, TX Bidder 5 of 6		Ultimate Concrete of El Paso, LLC El Paso, TX Bidder 6 of 6	
Item 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 IV DRAINAGE IMPROVEMENTS									
1	600	LF	FURNISH AND INSTALL 18" STORM DRAIN PIPE	\$ 120.36	\$ 72,216.00	\$ 92.24	\$ 55,344.00 Contractor's Price \$55,349.00	\$ 86.00	\$ 51,600.00
2	1,080	LF	FURNISH AND INSTALL 24" STORM DRAIN PIPE	\$ 156.94	\$ 169,495.20	\$ 107.88	\$ 116,510.40 Contractor's Price \$116,517.00	\$ 122.00	\$ 131,760.00
3	810	LF	FURNISH AND INSTALL 36" STORM DRAIN PIPE	\$ 188.80	\$ 152,928.00	\$ 181.43	\$ 146,958.30 Contractor's Price \$146,965.00	\$ 195.00	\$ 157,950.00
4	30	LF	FURNISH AND INSTALL 36" CMP RISER	\$ 218.30	\$ 6,549.00	\$ 249.40	\$ 7,482.00 Contractor's Price \$7,471.00	\$ 195.00	\$ 5,850.00
5	1	EA	FURNISH AND INSTALL TIE-IN TO EXISTING CMP PIPE	\$ 4,543.00	\$ 4,543.00	\$ 4,284.19	\$ 4,284.19 Contractor's Price \$4,284.00	\$ 650.00	\$ 650.00
6	22	EA	FURNISH AND INSTALL NEENAH DRAINAGE INLET - 1 GRATE	\$ 8,555.00	\$ 188,210.00	\$ 6,908.11	\$ 151,978.42 Contractor's Price \$151,979.00	\$ 6,200.00	\$ 136,400.00
7	4	CY	FURNISH AND INSTALL NEENAH DRAINAGE INLET - 1 GRATE	\$ 386.50	\$ 1,546.00 Contractors Price \$1,534.00	\$ 1,109.59	\$ 4,438.36 Contractor's Price \$4,438.00	\$ 300.00	\$ 1,200.00
8	15	SY	FURNISH AND INSTALL DIAMOND PLATES FOR FLUMES	\$ 767.00	\$ 11,505.00	\$ 666.09	\$ 9,991.35 Contractor's Price \$9,991.00	\$ 1,588.00	\$ 23,820.00
9	14	EA	FURNISH AND INSTALL 72" PRE-CAST STORMSEWER MANHOLE	\$ 10,030.00	\$ 140,420.00	\$ 7,532.04	\$ 105,448.56 Contractor's Price \$105,449.00	\$ 11,700.00	\$ 163,800.00
10	1	EA	FURNISH AND INSTALL 48" PRE-CAST STORMSEWER MANHOLE	\$ 7,965.00	\$ 7,965.00	\$ 4,863.17	\$ 4,863.17 Contractor's Price \$4,863.00	\$ 4,800.00	\$ 4,800.00
Sum Total – Base Bid IV (Items 1-10)				\$ 755,377.20 Contractor's Price \$755,365.20		\$ 607,298.75 Contractor's Price \$607,306.00		\$ 677,830.00	
Mobilization (Not to exceed 5% of Base Bid IV)				\$ 32,000.00		\$ 30,073.00		\$ 33,552.59	
Sum Total (Base Bid IV and Mobilization)				\$ 787,377.20 Contractor's Price \$787,365.00		\$ 637,371.75 Contractor's Price \$637,379.00		\$ 711,382.59	
Sum Total Base Bid I + Base Bid II + Base Bid III + Base Bid IV + Base Bid V + Base Bid VI				\$ 8,747,291.01 Contractor's Price \$8,752,991.75		\$ 7,518,362.26		\$ 6,522,330.44 Contractor's Price \$6,522,330.43	



CITY OF EL PASO

Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC	Spartan Constuction of Texas, Inc		Ultimate Concrete of El Paso, LLC		
				El Paso, TX Bidder 4 of 6	El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6		
PAVING DEDUCITVE ALTERNATES AT INTERSECTIONS									
Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.									
If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI									
Item 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
ALTERNATE 1 - SCHUSTER AVENUE/ HAWTHORNE STREET INTERSECTION									
8 & 9	682	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 147.50	\$ 100,595.00	\$ 120.29	\$ 82,037.78 Contractor's Price \$82,038.00	\$ 85.00	\$ 57,970.00
10	682	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 18.88	\$ 12,876.16	\$ 18.04	\$ 12,303.28 Contractor's Price \$12,306.00	\$ 6.50	\$ 4,433.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 20.06	\$ 6,820.40	\$ 24.05	\$ 8,177.00 Contractor's Price \$8,180.00	\$ 6.00	\$ 2,040.00
Sum Total - Alternate 1				\$ 120,291.56		\$ 102,518.06 Contractor's Price \$102,524.00		\$ 64,443.00	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,500.00		\$ 6,015.00		\$ 3,189.93	
Sum Total (Additive Alternate I and Mobilization)				\$ 124,791.56		\$ 108,533.06 Contractor's Price \$108,539.00		\$ 67,632.93	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC	Spartan Constuction of Texas, Inc		Ultimate Concrete of El Paso, LLC		
				El Paso, TX Bidder 4 of 6	El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6		
PAVING DEDUCTIVE ALTERNATES AT INTERSECTIONS									
Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.									
If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI									
Item 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
ALTERNATE 2 - SCHUSTER AVENUE/ EL PASO STREET INTERSECTION									
8 & 9	982	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 96.76	\$ 95,018.32	\$ 120.29	\$ 118,124.78 Contractor's Price \$118,125.0	\$ 85.00	\$ 83,470.00
10	982	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 18.88	\$ 18,540.16	\$ 18.04	\$ 17,715.28 Contractor's Price \$17,719.00	\$ 6.50	\$ 6,383.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 12.98	\$ 4,413.20	\$ 24.05	\$ 8,177.00 Contractor's Price \$8,180.00	\$ 6.50	\$ 2,210.00
Sum Total - Alternate II				\$ 117,971.68		\$ 144,017.06 Contractor's Price \$144,024.00		\$ 92,063.00	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,500.00		\$ 6,015.00		\$ 4,548.70	
Sum Total (Additive Alternate II and Mobilization)				\$ 122,471.68		\$ 150,032.06 Contractor's Price \$144,024.00		\$ 96,611.70	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC	Spartan Constuction of Texas, Inc		Ultimate Concrete of El Paso, LLC		
				El Paso, TX Bidder 4 of 6	El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6		
PAVING DEDUCITVE ALTERNATES AT INTERSECTIONS									
Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.									
If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI									
Item 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
ALTERNATE 3 - SCHUSTER AVENUE/ RANDOLPH DRIVE INTERSECTION									
8 & 9	913	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 96.76	\$ 88,341.88	\$ 120.29	\$ 109,824.77 Contractor's Price \$8,180.00	\$ 85.00	\$ 77,605.00
10	913	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 18.88	\$ 17,237.44	\$ 18.04	\$ 16,470.52 Contractor's Price \$8,180.00	\$ 6.50	\$ 5,934.50
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 12.98	\$ 4,413.20	\$ 24.05	\$ 8,177.00 Contractor's Price \$8,180.00	\$ 6.00	\$ 2,040.00
Sum Total - Alternate III				\$ 109,992.52		\$ 134,472.29		\$ 85,579.50	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,500.00		\$ 6,015.00		\$ 4,236.19	
Sum Total (Additive Alternate III and Mobilization)				\$ 114,492.52		\$ 140,487.29 Contractor's Price \$140,494.00		\$ 89,815.69	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

	Martinez Bros Contractors, LLC	Spartan Constuction of Texas, Inc	Ultimate Concrete of El Paso, LLC
	El Paso, TX	El Paso, TX	El Paso, TX
	Bidder 4 of 6	Bidder 5 of 6	Bidder 6 of 6

PAVING DEDUCTIVE ALTERNATES AT INTERSECTIONS

Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.

If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI

Item 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
ALTERNATE 4 - SCHUSTER AVENUE/ PROSPECT STREET INTERSECTION									
8 & 9	844	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 96.76	\$ 81,665.44	\$ 120.29	\$ 101,524.76 Contractor's Price \$101,525.00	\$ 85.00	\$ 71,740.00
10	844	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 18.88	\$ 15,934.72	\$ 18.04	\$ 15,225.76 Contractor's Price \$15,229.00	\$ 6.50	\$ 5,486.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 12.98	\$ 4,413.20	\$ 24.05	\$ 8,177.00 Contractor's Price \$8,180.00	\$ 6.00	\$ 2,040.00
Sum Total - Alternate IV				\$ 102,013.36		\$ 124,927.52 Contractor's Price \$124,934.00		\$ 79,266.00	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,500.00		\$ 6,015.00		\$ 3,923.67	
Sum Total (Additive Alternate IV and Mobilization)				\$ 106,513.36		\$ 130,942.52 Contractor's Price \$130,949.00		\$ 83,189.67	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

				Martinez Bros Contractors, LLC	Spartan Constuction of Texas, Inc		Ultimate Concrete of El Paso, LLC		
				El Paso, TX Bidder 4 of 6	El Paso, TX Bidder 5 of 6		El Paso, TX Bidder 6 of 6		
PAVING DEDUCITVE ALTERNATES AT INTERSECTIONS									
Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.									
If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI									
Item 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
ALTERNATE 5 - SCHUSTER AVENUE/ LAWTON DRIVE INTERSECTION									
8 & 9	795	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 96.76	\$ 76,924.20	\$ 120.29	\$ 95,630.55 Contractor's Price \$95,631.00	\$ 85.00	\$ 67,575.00
10	795	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 18.88	\$ 15,009.60	\$ 18.04	\$ 14,341.80 Contractor's Price \$14,345.00	\$ 6.50	\$ 5,167.50
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 12.98	\$ 4,413.20	\$ 24.05	\$ 8,177.00 Contractor's Price \$8,180.00	\$ 6.00	\$ 2,040.00
Sum Total - Alternate V				\$ 96,347.00		\$ 118,149.35 Contractor's Price \$118,155.00		\$ 74,782.50	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,500.00		\$ 6,015.00		\$ 3,701.73	
Sum Total (Additive Alternate V and Mobilization)				\$ 100,847.00		\$ 124,164.35 Contractor's Price \$124,170.00		\$ 78,484.23	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

	Martinez Bros Contractors, LLC	Spartan Constuction of Texas, Inc	Ultimate Concrete of El Paso, LLC
	El Paso, TX Bidder 4 of 6	El Paso, TX Bidder 5 of 6	El Paso, TX Bidder 6 of 6

PAVING DEDUCTIVE ALTERNATES AT INTERSECTIONS

Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.

If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI

Item 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
ALTERNATE 6 - SCHUSTER AVENUE/ LOS ANGELES DRIVE INTERSECTION									
8 & 9	941	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 171.10	\$ 161,005.10	\$ 120.29	\$ 113,192.89 Contractor's Price \$113,193.00	\$ 85.00	\$ 79,985.00
10	941	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 18.88	\$ 17,766.08	\$ 18.04	\$ 16,975.64 Contractor's Price \$16,979.00	\$ 6.50	\$ 6,116.50
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 20.06	\$ 6,820.40	\$ 24.05	\$ 8,177.00 Contractor's Price \$8,180.00	\$ 6.00	\$ 2,040.00
Sum Total - Alternate VI				\$ 185,591.58		\$ 138,345.53 Contractor's Price \$138,352.00		\$ 88,141.50	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,500.00		\$ 6,015.00		\$ 4,363.00	
Sum Total (Additive Alternate VI and Mobilization)				\$ 190,091.58		\$ 144,360.53 Contractor's Price \$144,367.00		\$ 92,504.50	



CITY OF EL PASO
Cost of Summary Proposal



BID TITLE: Schuster Avenue Reconstruction

BID NO: 2022-0398

BID DATE: March 9, 2022

DEPARTMENT: Capital Improvement

	Martinez Bros Contractors, LLC	Spartan Constuction of Texas, Inc	Ultimate Concrete of El Paso, LLC
	El Paso, TX Bidder 4 of 6	El Paso, TX Bidder 5 of 6	El Paso, TX Bidder 6 of 6

PAVING DEDUCITVE ALTERNATES AT INTERSECTIONS

Quantities from line items 8,9,10 and 15 will be deducted from Base Bid I if enough funding is available to award the change on material for the intersections below in the following order.

If funding is available, Deductive Alternates will be awarded in the order of; Alternate I, Alternate II, Alternate III, Alternate IV, Alternate V and Alternate VI

Item 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
ALTERNATE 7 - SCHUSTER AVENUE/ CAMPBELL STREET INTERSECTION									
8 & 9	872	SY	FURNISH AND INSTALL 10-INCH CONTINUOUSLY REINFORCED CONCRETE PAVEMENT	\$ 171.10	\$ 149,199.20	\$ 120.29	\$ 104,892.88 Contractor's Price \$104,893.00	\$ 85.00	\$ 74,120.00
10	872	SY	FURNISH AND INSTALL 5-INCH FLEXIBLE BASE COURSE	\$ 18.88	\$ 16,463.36	\$ 18.04	\$ 15,730.88 Contractor's Price \$15,734.00	\$ 6.50	\$ 5,668.00
15	340	SY	FURNISH AND INSTALL 6-INCH MONOLITHIC CONCRETE CURB	\$ 20.06	\$ 6,820.40	\$ 24.05	\$ 8,177.00 Contractor's Price \$8,810.00	\$ 6.00	\$ 2,040.00
Sum Total - Alternate VI				\$ 172,482.96		\$ 128,800.76 Contractor's Price \$128,807.00		\$ 81,828.00	
Mobilization (Not to exceed 5% of Sum Total of Alternate)				\$ 4,500.00		\$ 6,015.00		\$ 4,050.49	
Sum Total (Additive Alternate VI and Mobilization)				\$ 176,982.96		\$ 134,815.76 Contractor's Price \$134,822.00		\$ 85,878.49	

2022-0398 Schuster Avenue Reconstruction

Views List

No.	COMPANY	NAME
1	1988	Garcia, Alfonso
2	Accent Landscape Con	Counts, Tim
3	ACE Transportation	Torres, RJ
4	Allen Concrete Inc.	Magdaleno, Jesus
5	allied paving	ortiz, abel
6	Allied Paving Compan	Chacon, Salvador
7	AMTEK	Rugh, John
8	APACHE BARRICADE And	SALAZAR, ART
9	B.F. Builders Group,	Fraire, Julio
10	Bath Engineering Cor	Apodaca, Christine
11	BidJudge.com	Bid, Judge
12	Black Stallion Contr	Luna, Hector
13	Border Demolition	Anguiano, Carlos
14	Brock And Bustillos	Issa, Raul
15	CEA Group	Concha, David
16	ConstructConnect	STINSON, MORGAN
17	Construction Journal	Exton, Pamela
18	Construction Reporte	Wood, Jane
19	CONTRACTOIRS & ENGIN	TYREE, BRUNO
20	CSA Constructors	Oney, Hilary
21	Dan Williams Company	Mendoza, Pedro
22	Dannenbaum Engineeri	Villalobos, Silverio
23	DAV General Construc	Rodriguez, Andy
24	dayrep	Lowman, Henry
25	DEL MAR CONTRACTING,	HARRISON, MIKE
26	Deltek	Management, Source
27	Dodge Data	Peggy, Koehn
28	DRS Rock Materials,	Soto, Daniel
29	Dustrol Inc.	Alshouse, Aaron
30	ECM International	Lujan, Rosie
31	Efficio Construction	Zubiate, Berta
32	El Paso Sanitation S	Soto, Lorena
33	El Paso water utilit	rodriguez, julian
34	El Roi Construction	Molina, Ytsel
35	Enotsyek	Dominguez, Luis
36	Fulcrum Contracting	Jaramillo, Jorge
37	GCC Sun City Materia	Rivas, Fernando
38	Globe Builders, LLC	Banks, Archie
39	GoEnergestics	Rodriguez, Pedro
40	Great American Insur	Swartzwelder, Jeremy
41	HAWK	Jorge, Ojeda
42	HNTB	Aguilar, Omar
43	Horizone Const. 1 LT	De Stefano, Luis Rene
44	Horizone Constructio	Andres, Daher
45	HUB	Gilcrease, Paul
46	Huitt-Zollars Inc.	Monarrez, Francisco

2022-0398 Schuster Avenue Reconstruction

Views List

	COMPANY	NAME
47	i- Sourcing Technolo	Balai, Rakesh
48	International Eagle	Leos, Joaquin
49	JAR Concrete Inc	Monica, Lombrana
49	Jobe Materials	Paredes, Raul
50	Jordan Foster Constr	Figueroa, Joseph
51	Keystone GC, LLC.	Guillen, Francisco
52	Lobo Distribution LL	Wolfe, Perry
53	Lomeli and sons Land	Gonzalez, Ruben
54	Martinez Brothers Co	mota, pablo
55	McMillan And Associa	McMillan, Terry
56	Mirador Enterprises	Alonso, Mario
57	Moreno Cardenas Inc	Fernando, Sanchez
58	Mr.	Ortiz, Cano
59	MRD LANDSCAPING AND	Valdez, Teresa
60	Pacific Inc	Doe, John
61	PMI Pavement Marking	HESSNEY, STEVE
62	Prime Irrigation And	Ortiz, Lupe
63	Prime Vendor Inc.	Jones, Kim
64	QTO Solutions	Uddin, Nisar
65	Quantum Engineering	Fraga, Miguel
66	RDZ BUILD	Rodriguez, Manny
67	Rinker Materials	Ramirez, Mario
68	RLF Commercial Servi	Drae, Frescas
69	Royal Electric	Sanchez, Lynette
70	Rummel Construction,	Gribler, Amber
71	Satarain Constructio	Satarain, Joe
72	SCCI	Mike, Olson
73	Smartprocure	Bjornsson, Ron
74	SPARTAN CONSTRUCTION	ALLEN, STEVE
75	Spiess Construction	Young, David
76	Sundt Construction	Kalfayan, Daniel
77	The PlanIt Room	Hernandez, Cecilia
78	TIA Facility Service	Diaz, Christian
79	Tri-State Electric,	Motta, Alejandro
80	Vitual Builders Exch	Olguin, Jeannette
81	Wayne Enterprises	Austin, Fork
82	Win Supply	Garcia, Mark
83	Zayza Irrigation And	Acosta, German
84	Ztex Construction	Construction, Ztex
85		Martinez, Jessica
86		Alfonso, Rodriguez
87		Watson, Frank
88		Banquil, Lovely
89		Molina, Adrian
90		Mario, Canchola
91		James, Hardison



City of El Paso

Capital Improvement Department



Schuster Avenue Reconstruction

July 06, 2022

Project Details

Location:	Schuster Avenue from Prospect Street to Campbell Street
District(s):	8
Total Budget:	\$ 8,308,723.25
Funding Source	2018 Certificates of Obligation

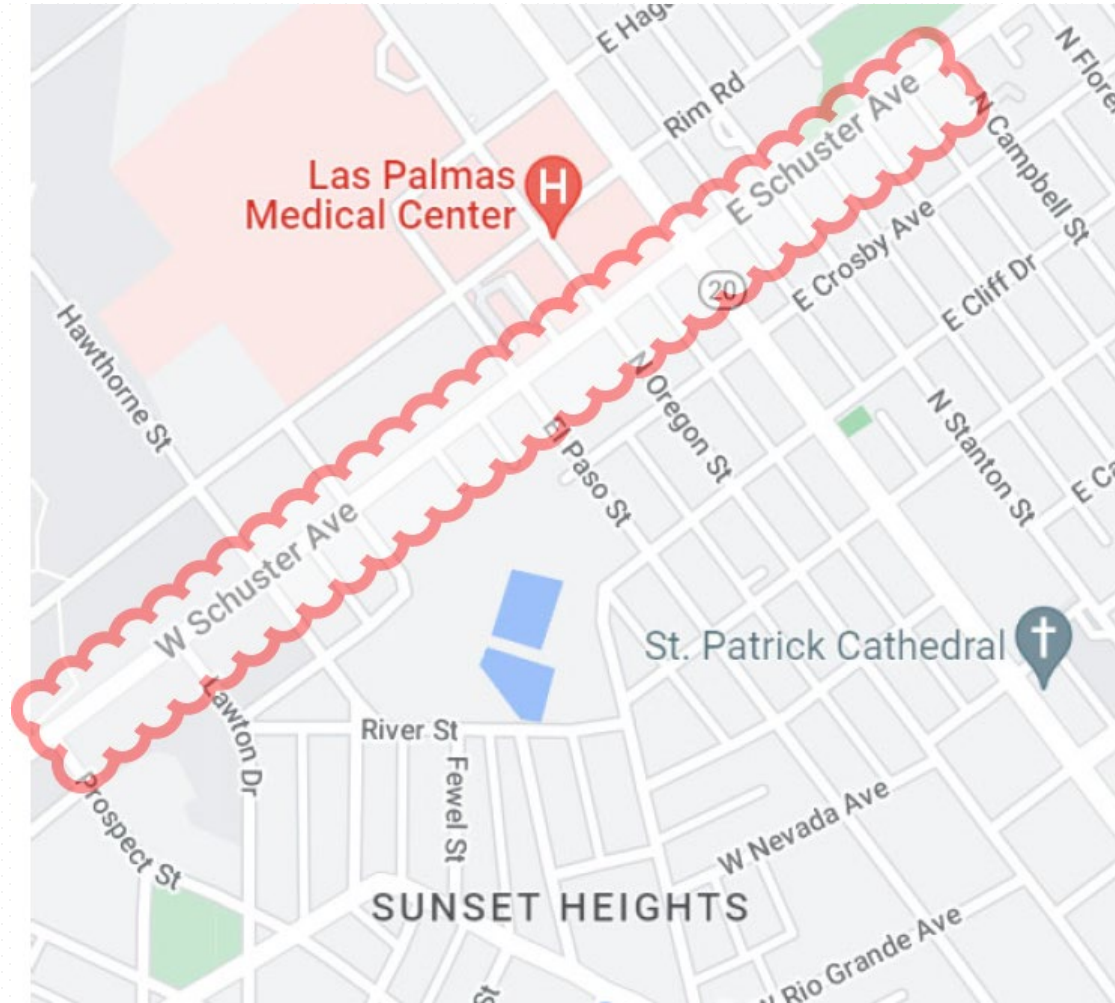


Project Details

- Full street reconstruction roadway improvements to Schuster Ave from Prospect Street to Campbell Street (approximately 3,500 linear feet) excluding the intersections at Mesa Street, Oregon Street and Stanton Street.



Project Location



- Schuster Avenue from Prospect Street to Campbell Street

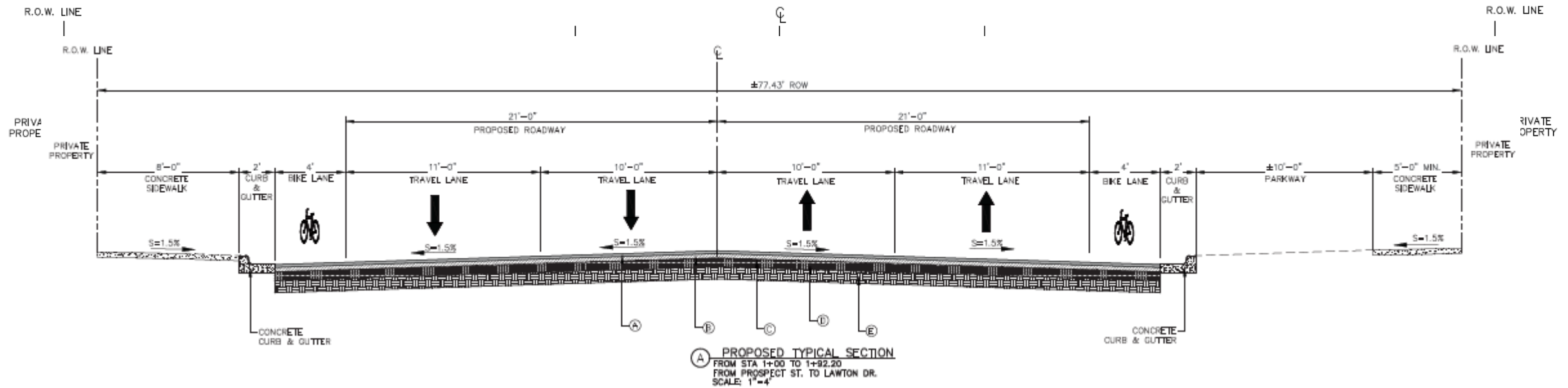


Existing Conditions



Schuster Avenue

6 Project Typical Section





Scope of Work

- Construction improvements include providing new Hot-Mix Asphaltic Concrete (HMAC) and Continuously Reinforced Concrete Pavements (CRCP), ADA compliant concrete sidewalks and ramps, concrete driveways, concrete curb and gutters, concrete rolled curbs, landscaping, irrigation, illumination, traffic signal interconnect system, signing and striping.
- Replacement of existing water, sanitary sewer, and storm drain infrastructure.



Procurement Summary

- **CSP Procurement**
 - Solicitation advertised on March 9, 2022.
 - (5) firms submitted bids.
 - Recommendation
 - To award the construction contract to Jordan Foster Construction LLC in the amount of \$6,795,718.50.
- **Construction Schedule**
 - Start: Summer / 2022
 - End: Summer / 2023

Mission

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

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

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

Misión

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

Valores

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

Visión

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



Legislation Text

File #: 22-845, 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

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

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.

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 2022-0589 Doniphan Traffic Signals to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$1,423,491.70. The project scope consists of installation of traffic signals to address traffic congestion control deficiencies that will result in enhancing the intersection of Doniphan and Bird and Doniphan and West Green for pedestrians and vehicular traffic.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC. El Paso, TX
Item(s):	Base Bid I and Base Bid II
Initial Term:	120 Consecutive Calendar Days
Base Bid I:	\$612,720.80
Base Bid II:	\$810,770.90
Total Estimated Award:	\$1,423,491.70
Funding Source:	2017 Capital Plan
Accounts:	190-4721-580270-38290- PCP17ST031 190-4741-580270-38290- PCP17ST028
District(s):	8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC., the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary

budget transfers and execute any and all documents necessary for execution of this award.

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

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

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

AGENDA DATE: July 7, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: 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 2022-0589 Doniphan Traffic Signals to ZTEX CONSTRUCTION, INC. for Base Bid I: \$612,720.80 and Base Bid II: \$810,770.90 for an estimated total amount of \$1,423,491.70.

BACKGROUND / DISCUSSION:

The project scope consists of installation of traffic signals to address traffic congestion control deficiencies that will result in enhancing the intersection of Doniphan and Bird and Doniphan and West Green for pedestrians, and vehicular traffic. The construction is to include, but not limited to, demolition of existing sidewalk, ramps, landscaping and existing signage, installation of traffic signal pole assembly and mast arms, traffic signals, traffic signal foundations, ADA ramps, ground boxes, sidewalks, signage, striping, excavation, conduit/traffic signal cable, and preemption in coordination with BNSF.

SELECTION SUMMARY:

Solicitation was advertised on April 12, 2022 and April 19, 2022. The solicitation was posted on City website on April 12, 2022. The email (Purmail) notification was sent out on April 14, 2022. There were a total forty (40) viewers online; two (2) bids were received; being from local suppliers. An inadequate competition survey was conducted.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,423,491.70

Funding Source: 2017 Capital Plan

Account: 190-4721-580270-38290- PCP17ST031

190-4741-580270-38290- PCP17ST028

2022-0589 Doniphan Traffic Signal

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Yvette Hernandez, City Engineer

**COUNCIL PROJECT FORM
(Low Bid)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **July 6, 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 2022-0589 Doniphan Traffic Signals to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$1,423,491.70. The project scope consists of installation of traffic signals to address traffic congestion control deficiencies that will result in enhancing the intersection of Doniphan and Bird and Doniphan and West Green for pedestrians, and vehicular traffic.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC. El Paso, TX
Item(s):	Base Bid I and Base Bid II
Initial Term:	120 Consecutive Calendar Days
Base Bid I:	\$612,720.80
Base Bid II:	\$810,770.90
Total Estimated Award:	\$1,423,491.70
Funding Source:	2017 Capital Plan
Accounts:	190-4721-580270-38290- PCP17ST031 190-4741-580270-38290- PCP17ST028
District(s):	8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC., the lowest responsive and responsible bidder.

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

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

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

2022-0589 Doniphan Traffic Signals Bid Tab Summary				
	Bidder's Name	Base Bid I	Base Bid	Sum Total Base Bid I and Base Bid II Plus Mobilization
1	ZTEX Construction, Inc	\$ 612,720.80	\$ 810,770.90	\$ 1,423,491.70
2	Black Stallion Contractors, Inc.	\$ 663,134.19	\$ 869,376.74	\$ 1,532,510.93



**CITY OF EL PASO
BID TABULATION**



BID TITLE:		DONIPHAN TRAFFIC SIGNALS						BID NO: 2022-0589	
BID DATE:		MAY 11, 2022						DEPARTMENT: CAPITAL IMPROVEMENT	
				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID 1: UNIT PRICE SCHEDULE									
1	Left Blank Intentionally								
2	1	LS	STORM WATER POLLUTION PREVENTION Includes entrances, silt fences, protection of inlets, dust control, etc	\$8,625.00	\$8,625.00	\$4,500.00	\$4,500.00		
3	1	LS	TRAFFIC CONTROL Includes all necessary traffic control devices and signs for duration of project, and traffic dept. coordination and approval.	\$80,500.00	\$80,500.00	\$101,282.00	\$101,282.00		
4	28	SY	REMOVE CONCRETE SIDEWALK, STAMPED CONCRETE, ADA RAMPS AND DISPOSE OFF-SITE Includes sawcut, complete removal, and off-site disposal	\$69.00	\$1,932.00	\$14.00	\$392.00		
5	147	LF	REMOVE CURB AND GUTTER AND DISPOSE OFF-SITE Includes sawcut, complete removal, and off-site disposal	\$5.75	\$845.25	\$9.00	\$1,323.00		
6	360	SF	REMOVE LANDSCAPING AND DISPOSE OFF-SITE Includes sawcut, complete removal, and off-site disposal	\$1.73	\$622.80	\$5.00	\$1,800.00		
7	1	EA	REMOVE EXISTING SIGN AND POST AND DISPOSE OFF-SITE	\$575.00	\$575.00	\$667.00	\$667.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS				BID NO: 2022-0589					
BID DATE: MAY 11, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID: UNIT PRICE SCHEDULE									
8	1	EA	SUPPLIMENTARY DEMOLITION	\$9,775.00	\$9,775.00	\$3,334.00	\$3,334.00		
9	66	LF	FURNISH AND INSTALL 6-IN TYPE A CURB AND GUTTER	\$34.50	\$2,277.00	\$26.00	\$1,716.00		
10	26	SY	FURNISH AND INSTALL 4-IN CONCRETE SIDEWALK	\$97.75	\$2,541.50	\$87.00	\$2,262.00		
11	20	LF	FURNISH AND INSTALL HANDRAIL (TY B)	\$230.00	\$4,600.00	\$534.00	\$10,680.00		
12	4	EA	FURNISH AND INSTALL CONCRETE WHEELCHAIR RAMPS	\$1,610.00	\$6,440.00	\$2,667.00	\$10,668.00		
13	17	LF	DRILL SHAFT (24 IN)	\$345.00	\$5,865.00	\$347.00	\$5,899.00		
14	32	LF	DRILL SHAFT (30 IN)	\$460.00	\$14,720.00	\$464.00	\$14,848.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS				BID NO: 2022-0589					
BID DATE: MAY 11, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID: UNIT PRICE SCHEDULE									
15	816	LF	CONDUIT (PVC) (SCHD 40) (2 IN) (TRENCH)	\$25.30	\$20,644.80	\$26.00	\$21,216.00		
16	434	LF	CONDUIT (PVC) (SCHD 40) (2 IN) (BORE)	\$67.85	\$29,446.90	\$69.00	\$29,946.00		
17	90	LF	CONDUIT (PVC) (SCHD 40) (3 IN) (TRENCH)	\$34.50	\$3,105.00	\$35.00	\$3,150.00		
18	106	LF	CONDUIT (PVC) (SCHD 40) (3 IN) (BORE)	\$79.35	\$8,411.10	\$80.00	\$8,480.00		
19	128	LF	ELECTRICAL CONDUCTOR (NO. 6) POWER	\$3.68	\$471.04	\$4.00	\$512.00		
20	1,194	LF	ELECTRICAL CONDUCTOR (NO. 6) GROUND	\$3.68	\$4,393.92	\$4.00	\$4,776.00		
21	4,435	LF	ELECTRICAL CONDUCTOR (NO. 14) INSULATED	\$2.42	\$10,732.70	\$3.00	\$13,305.00		
22	6	EA	GROUND BOX TYPE A WITH APRON	\$1,897.50	\$11,385.00	\$1,919.00	\$11,514.00		
23	1	EA	GROUND BOX TYPE C WITH APRON	\$2,185.00	\$2,185.00	\$2,210.00	\$2,210.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS				BID NO: 2022-0589					
BID DATE: MAY 11, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Black Stallion Contractors, Inc.		ZTEX Construction, Inc.			
				El Paso, TX		El Paso, TX			
				Bidder 1 of 2		Bidder 2 of 2			
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID: UNIT PRICE SCHEDULE									
24	3	EA	GROUND BOX TYPE 1 WITH APRON	\$6,325.00	\$18,975.00	\$6,396.00	\$19,188.00		
25	1	EA	A GROUND BOX TYPE 2 WITH APRON	\$7,590.00	\$7,590.00	\$7,627.00	\$7,627.00		
26	1	EA	INSTALL TRAFFIC SIGNAL SYSTEM ' (ISOLATED)	\$41,400.00	\$41,400.00	\$41,861.00	\$41,861.00		
27	1	EA	INSTALL ELECTRICAL SERVICE TY D 120/240 060(NS)GS(N)GC(O)	\$7,820.00	\$7,820.00	\$7,907.00	\$7,907.00		
28	7	EA	VEHICLE SIGNAL SECTION (12 IN) LED (GREEN) COMPLETE W/ HOUSING AND BACKPLATE	\$690.00	\$4,830.00	\$692.00	\$4,844.00		
29	7	EA	VEHICLE SIGNAL SECTION (12 IN) LED (YELLOW) COMPLETE W/ HOUSING AND BACKPLATE	\$690.00	\$4,830.00	\$692.00	\$4,844.00		
30	7	EA	VEHICLE SIGNAL SECTION (12 IN) LED (RED) COMPLETE W/ HOUSING AND BACKPLATE	\$603.75	\$4,226.25	\$611.00	\$4,277.00		
31	1	EA	VEHICLE SIGNAL SECTION (12 IN) LED (GREEN ARROW) COMPLETE W/ HOUSING AND BACKPLATE	\$632.50	\$632.50	\$639.00	\$639.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS				BID NO: 2022-0589					
BID DATE: MAY 11, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID: UNIT PRICE SCHEDULE									
32	1	EA	VEHICLE SIGNAL SECTION (12 IN) LED (YELLOW ARROW) COMPLETE W/ HOUSING AND BACKPLATE	\$580.75	\$580.75	\$588.00	\$588.00		
33	6	EA	COUNTDOWN PEDESTRIAN SIGNAL SECTION W/ HOUSING	\$1,121.25	\$6,727.50	\$1,134.00	\$6,804.00		
34	1,147	LF	TRAFFIC SIGNAL CABLE (TYPE A) (2 CONDUCTOR) (18 AWG)	\$5.75	\$6,595.25	\$6.00	\$6,882.00		
35	541	LF	TRAFFIC SIGNAL CABLE (TYPE A) (3 CONDUCTOR) (18 AWG) W/ COAXIAL	\$6.90	\$3,732.90	\$7.00	\$3,787.00		
36	426	LF	TRAFFIC SIGNAL CABLE (TYPE A) (5 CONDUCTOR) (12 AWG)	\$7.07	\$3,011.82	\$8.00	\$3,408.00		
37	1,211	LF	TRAFFIC SIGNAL CABLE (TYPE A) (7 CONDUCTOR) (12 AWG)	\$7.36	\$8,912.96	\$8.00	\$9,688.00		
38	413	LF	TRAFFIC SIGNAL CABLE (TYPE A) (19 CONDUCTOR) (12 AWG)	\$9.60	\$3,964.80	\$10.00	\$4,130.00		
39	1	EA	TRAFFIC SIGNAL POLE ASSEMBLY AND MAST ARM (20 FT)	\$11,040.00	\$11,040.00	\$11,102.00	\$11,102.00		
40	1	EA	TRAFFIC SIGNAL POLE ASSEMBLY AND MAST ARM (25 FT)	\$11,304.50	\$11,304.50	\$11,421.00	\$11,421.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS				BID NO: 2022-0589					
BID DATE: MAY 11, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Black Stallion Contractors, Inc.		ZTEX Construction, Inc.			
				El Paso, TX		El Paso, TX			
				Bidder 1 of 2		Bidder 2 of 2			
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID: UNIT PRICE SCHEDULE									
41	1	EA	TRAFFIC SIGNAL POLE ASSEMBLY AND MAST ARM (35 FT)	\$17,825.00	\$17,825.00	\$17,962.00	\$17,962.00		
42	3	EA	PEDESTRIAN POLE ASSEMBLY	\$3,450.00	\$10,350.00	\$3,471.00	\$10,413.00		
43	6	EA	PED PUSH BUTTON (APS)	\$1,437.50	\$8,625.00	\$1,454.00	\$8,724.00		
44	1	EA	A VIVDS PROCESSOR SYSTEM	\$7,590.00	\$7,590.00	\$7,674.00	\$7,674.00		
45	3	EA	VIVDS CAMERA ASSEMBLY	\$9,085.00	\$27,255.00	\$9,121.00	\$27,363.00		
46	1	EA	VIVDS SET-UP SYSTEM	\$1,150.00	\$1,150.00	\$1,163.00	\$1,163.00		
47	4,535	LF	FIBER OPTIC CBL (SINGLE-MODE)(12 FIBER)	\$17.25	\$78,228.75	\$17.00	\$77,095.00		
48	1	EA	FIBER OPTIC PATCH PANEL (12 POSITION)	\$6,325.00	\$6,325.00	\$6,396.00	\$6,396.00		
49	6	EA	FIBER OPTIC CABLE ROAD MARKER	\$862.50	\$5,175.00	\$873.00	\$5,238.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS				BID NO: 2022-0589					
BID DATE: MAY 11, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Black Stallion Contractors, Inc.		ZTEX Construction, Inc.			
				El Paso, TX		El Paso, TX			
				Bidder 1 of 2		Bidder 2 of 2			
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID: UNIT PRICE SCHEDULE									
50	36	EA	ALUMINUM SIGN (MAST ARM)	\$51.75	\$1,863.00	\$53.00	\$1,908.00		
51	3	EA	INSTALL SIGN, POST, AND ASSEMBLY	\$1,092.50	\$3,277.50	\$1,105.00	\$3,315.00		
52	1,511	LF	REFLECTIVE PAVMENT MARKING TY I (4 IN) (YELLOW) (SOLID) (100MIL)	\$2.30	\$3,475.30	\$1.30	\$1,964.30		
53	180	LF	REFLECTIVE PAVMENT MARKING TY I (4 IN) (WHITE) (BRK) (100MIL)	\$2.88	\$518.40	\$1.30	\$234.00		
54	180	LF	REFLECTIVE PAVMENT MARKING TY I (4 IN) (YELLOW) (BRK) (100MIL)	\$2.88	\$518.40	\$1.30	\$234.00		
55	382	LF	REFLECTIVE PAVMENT MARKING TY I (8 IN) (WHITE) (SOLID) (100MIL)	\$4.03	\$1,539.46	\$2.50	\$955.00		
56	262	LF	REFLECTIVE PAVMENT MARKING TY I (12 IN) (WHITE) (SOLID) (100MIL)	\$6.90	\$1,807.80	\$2.50	\$655.00		
57	145	lf	REFLECTIVE PAVMENT MARKING TY I (24 IN) (WHITE) (SOLID) (100MIL)	\$8.05	\$1,167.25	\$12.50	\$1,812.50		
58	2	EA	REFLECTIVE PAVMENT MARKING TY I (WHITE) (ARROW) (100MIL)	\$230.00	\$460.00	\$125.00	\$250.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS				BID NO: 2022-0589					
BID DATE: MAY 11, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID: UNIT PRICE SCHEDULE									
59	1	EA	REFLECTIVE PAVMENT MARKING TY I (WHITE) (WORD) (100MIL)	\$230.00	\$230.00	\$125.00	\$125.00		
60	1	EA	REFLECTIVE PAVMENT MARKING TY I (WHITE) (RR XING) (100MIL)	\$0.58	\$0.58 Contractor's Price: 1,322.98	\$1.00	\$1.00		
61	2,281	LF	REMOVAL OF PAVEMENT MARKING (4 IN)	\$34.50	\$78,694.50 Contractor's Price: \$483.00	\$12.50	\$28,512.50		
62	14	LF	REMOVAL OF PAVEMENT MARKING (24 IN)	\$0.58	\$8.12 Contractor's Price: \$1,322.98	\$1.00	\$14.00		
63	2,281	LF	PAVEMENT SURFACE PREPARATION FOR MARKINGS (4 IN)	\$1.04	\$2,372.24 Contractor's Price: \$397.28	\$1.30	\$2,965.30		
64	382	LF	PAVEMENT SURFACE PREPARATION FOR MARKINGS (8 IN)	\$1.04	\$397.28	\$2.50	\$955.00		
65	262	LF	PAVEMENT SURFACE PREPARATION FOR MARKINGS (12 IN)	\$1.15	\$301.30	\$6.30	\$1,650.60		
66	145	LF	PAVEMENT SURFACE PREPARATION FOR MARKINGS (24 IN)	\$1.73	\$250.85	\$6.30	\$913.50		
67	2	EA	PAVEMENT SURFACE PREPARATION FOR MARKINGS (ARROW)	\$23.00	\$46.00	\$125.00	\$250.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS				BID NO: 2022-0589					
BID DATE: MAY 11, 2022				DEPARTMENT: CAPITAL IMPROVEMENT					
				Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID: UNIT PRICE SCHEDULE									
68	2	EA	PAVEMENT SURFACE PREPARATION FOR MARKINGS (WORD)	\$23.00	\$46.00	\$156.30	\$312.60		
69	1	EA	PAVEMENT SURFACE PREPARATION FOR MARKINGS (RR XING)	\$23.00	\$23.00	\$187.50	\$187.50		
Base Bid I Sub Total (Items 2-69)				\$635,788.97 Contractor's Price: \$558,072.49		\$612,719.80			
Mobilization (not to exceed 5% Base Bid I)				\$27,345.22		\$1.00			
Sum Total Base Bid I & Mobilization				\$663,134.19 Contractor's Price: \$585,418.04		\$612,720.80			



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
1	0500 6001			Left Blank Intentionally						
2	0502 6001	1	LS	TRAFFIC CONTROL	\$80,500.00	\$80,500.00	\$98,348.00	\$98,348.00		
3	0506 6038	220	LF	TEMPORARY SEDIMENT CONTROL FENCE INSTL	\$6.90	\$1,518.00	\$19.00	\$4,180.00		
4	0506 6039	220	LF	TEMPORARY SEDIMENT CONTROL FENCE REMOV	\$3.45	\$759.00	\$14.00	\$3,080.00		
5	0104 6021	84	LF	REMOVE CURB AND GUTTER AND DISPOSE OFF-SITE	\$5.75	\$483.00	\$5.00	\$420.00		
6	0105 6011	54	SY	REMOVING STAB BASE AND ASPH PAV (2'-6")	\$57.50	\$3,105.00	\$5.00	\$270.00		
7	0450 6048	69	LF	FURNISH AND INSTALL HANDRAIL (TY B)	\$230.00	\$15,870.00	\$534.00	\$36,846.00		



CITY OF EL PASO
BID TABULATION



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
8	0529 6002	3	LS	CONC CURB (TY II)	\$57.50	\$172.50	\$1,867.00	\$5,601.00		
9	0529 6008	73	LF	CONC CURB & GUTTER (TY II)	\$34.500	\$2,518.50	\$27.00	\$1,971.00		
10	0531 6001	55	SY	CONC SIDEWALKS (4")	\$97.75	\$5,376.25	\$8.00	\$440.00		
11	0531 6004	2	EA	CURB RAMPS (TY 1)	\$1,380.00	\$2,760.00	\$1,467.00	\$2,934.00		
12	0531 6006	1	EA	CURB RAMPS (TY 3)	\$1,437.50	\$1,437.50	\$1,867.00	\$1,867.00		
13	0531 6010	5	EA	CURB RAMPS (TY 7)	\$1,495.00	\$7,475.00 Contractor's Price: \$1,495.00	\$1,556.00	\$7,780.00		
14	0416 6002	11	LF	DRILL SHAFT (24 IN)	\$345.00	\$3,795.00	\$332.00	\$3,652.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
15	0416 6003	21	LF	DRILL SHAFT (30 IN)	\$460.00	\$9,660.00	\$444.00	\$9,324.00		
16	0416 6004	24	LF	DRILL SHAFT (36 IN)	\$488.750	\$11,730.00	\$473.00	\$11,352.00		
17	0618 6023	2,167	LF	CONDUIT (PVC) (SCHD 40) (2 IN) (TRENCH)	\$14.38	\$31,161.46	\$14.00	\$30,338.00		
18	0618 6024	966	LF	CONDUIT (PVC) (SCHD 40) (2 IN) (BORE)	\$69.00	\$66,654.00	\$66.00	\$63,756.00		
19	0618 6029	125	LF	CONDUIT (PVC) (SCHD 40) (3 IN) (TRENCH)	\$20.70	\$2,587.50	\$20.00	\$2,500.00		
20	0618 6030	204	LF	CONDUIT (PVC) (SCHD 40) (3 IN) (BORE)	\$74.75	\$15,249.00	\$73.00	\$14,892.00		
21	0618 6033	31	LF	CONDT (PVC) (SCH 40) (4")	\$25.30	\$784.30	\$25.00	\$775.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc.		ZTEX Construction, Inc.			
					El Paso, TX		El Paso, TX			
					Bidder 1 of 2		Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
22	0618 ELP1	107	LF	CONDT (HDPE) (8") BORE	\$287.50	\$30,762.50	\$278.00	\$29,746.00		
23	0620 6002	2,069	LF	ELECTRICAL CONDUCTOR (NO. 14) INSULATED	\$2.42	\$5,006.98	\$3.00	\$6,207.00		
24	0620 6010	1,638	LF	ELECTRICAL CONDUCTOR (NO. 6) INSULATED	\$3.68	\$6,027.84	\$4.00	\$6,552.00		
25	0620 6020	694	LF	ELECTRICAL CONDUCTOR (NO. 1/0) INSULATED	\$12.08	\$8,383.52	\$12.00	\$8,328.00		
26	0624 6002	6	EA	GROUND BOX TY A (122311) W/APRON	\$1,840.00	\$11,040.00	\$1,723.00	\$10,338.00		
27	0624 6008	1	EA	GROUND BOX TY C (162911) W/APRON	\$2,300.00	\$2,300.00	\$2,223.00	\$2,223.00		
28	0624 6014	8	EA	GROUND BOX TY 1 (122422)W/APRON	\$6,325.00	\$50,600.00	\$6,112.00	\$48,896.00		



CITY OF EL PASO
BID TABULATION



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
29	0624 6021	1	EA	GROUND BOX TY 2 (243636)W/APRON	\$7,590.00	\$7,590.00	\$7,333.00	\$7,333.00		
30	0628 6225	1	EA	INSTALL ELECTRICAL SERVICE TY D 120/240 060(NS)GS(N)GC(O)	\$7,820.00	\$7,820.00	\$7,556.00	\$7,556.00		
31	0680 6002	1	EA	INSTALL TRAFFIC SIGNAL SYSTEM ' (ISOLATED)	\$41,400.00	\$41,400.00	\$40,000.00	\$40,000.00		
32	0682 6001	10	EA	VEHICLE SIGNAL SECTION (12 IN) LED (GREEN)	\$690.00	\$6,900.00	\$662.00	\$6,620.00		
33	0682 6002	2	EA	VEH SIG SEC (12")LED(GRN ARW)	\$690.00	\$1,380.00	\$662.00	\$1,324.00		
34	0682 6003	10	EA	VEHICLE SIGNAL SECTION (12 IN) LED (YELLOW)	\$603.75	\$6,037.50	\$584.00	\$5,840.00		
35	0682 6004	2	EA	VEHICLE SIGNAL SECTION (12 IN) LED (YEL ARW)	\$632.50	\$1,265.00	\$610.00	\$1,220.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc.		ZTEX Construction, Inc.			
					El Paso, TX		El Paso, TX			
					Bidder 1 of 2		Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
36	0682 6005	10	EA	VEHICLE SIGNAL SECTION (12 IN) LED (RED)	\$580.75	\$5,807.50	\$562.00	\$5,620.00		
37	0682 6018	8	EA	COUNTDOWN PEDESTRIAN SIGNAL SECTION W/ HOUSING	\$1,150.000	\$9,200.00	\$1,084.00	\$8,672.00		
38	0682 6023	8	EA	BACK PLATE (12") (3 SEC)	\$230.00	\$1,840.00	\$223.00	\$1,784.00		
39	0682 6025	2	EA	BACK PLATE (12") (5 SEC)	\$230.00	\$460.00	\$223.00	\$446.00		
40	0684 6010	1,035	LF	TRAFFIC SIGNAL CABLE (TYPE A) (5 CONDUCTOR) (12 AWG)	\$7.07	\$7,317.45	\$7.00	\$7,245.00		
41	0684 6012	891	LF	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	\$7.36	\$6,557.76	\$8.00	\$7,128.00		
42	0684 6024	773	LF	TRF SIG CBL (TY A) (12 AWG) (19 CONDR)	\$8.68	\$6,709.64	\$9.00	\$6,957.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc.		ZTEX Construction, Inc.			
					El Paso, TX		El Paso, TX			
					Bidder 1 of 2		Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
43	0684 6053	1,542	LF	TRF SIG CBL (TY A)(18 AWG)(2 CONDR)	\$4.95	\$7,632.90	\$5.00	\$7,710.00		
44	0684 6054	952	LF	TRF SIG CBL (TY A)(18 AWG)(3 CONDR)	\$5.750	\$5,474.00	\$6.00	\$5,712.00		
45	0686 6021	2	EA	INS TRF SIG PL AM (S)1 ARM(20')	\$11,040.00	\$22,080.00 <small>Contractor's price: \$20,080.00</small>	\$10,608.00	\$21,216.00		
46	0686 6049	2	EA	INS TRF SIG PL AM(S)1 ARM(48')	\$23,000.00	\$46,000.00	\$22,049.00	\$44,098.00		
47	0687 6001	2	EA	PEDESTRIAN POLE ASSEMBLY	\$3,450.00	\$6,900.00	\$3,317.00	\$6,634.00		
48	0688 6001	8	EA	PED PUSH BUTTON (APS)	\$1,437.50	\$11,500.00	\$1,389.00	\$11,112.00		
49	0688 6003	1	EA	PED DETECTOR CONTROLLER UNIT	\$1,955.00	\$1,955.00	\$1,887.00	\$1,887.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc.		ZTEX Construction, Inc.			
					El Paso, TX		El Paso, TX			
					Bidder 1 of 2		Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
50	6002 6001	1	EA	VIVDS PROCESSOR SYSTEM	\$8,050.00	\$8,050.00	\$7,746.00	\$7,746.00		
51	6002 6002	4	EA	VIVDS CAMERA ASSEMBLY	\$8,050.000	\$32,200.00 Contractor's price: \$8,050.00	\$7,753.00	\$31,012.00		
52	6002 6003	1	EA	VIVDS SET-UP SYSTEM	\$1,150.00	\$1,150.00	\$1,250.00	\$1,250.00		
53	6007 6011	2,169	LF	FIBER OPTIC CBL (SINGLEMODE)(12 FIBER)	\$16.68	\$36,178.92	\$19.00	\$41,211.00		
54	6007 6023	1	EA	FIBER OPTIC PATCH PANEL (12 POSITION)	\$6,325.00	\$6,325.00	\$6,875.00	\$6,875.00		
55	6007 6026	3	EA	FIBER OPTIC CABLE ROAD MARKER	\$862.50	\$2,587.50	\$938.00	\$2,814.00		
56	6007 ELP1	1	EA	FIBER OPTIC CABLE ROAD MARKER (RELOCATE)	\$143.75	\$143.75	\$157.00	\$157.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc.		ZTEX Construction, Inc.			
					El Paso, TX		El Paso, TX			
					Bidder 1 of 2		Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
57	ELP-0001	1	EA	EPEC POWER SOURCE ESTIMATED FEE	\$17,250.00	\$17,250.00	\$18,750.00	\$18,750.00		
58	0644 6001	36	EA	IN SM RD SN SUP&AM TY10BWG (1)SA(P)	\$1,092.500	\$39,330.00	\$1,188.00	\$42,768.00		
59	0644 6027	5	EA	IN SM RD SN SUP&AM TYS80(1)SA(P)	\$1,265.00	\$6,325.00	\$1,319.00	\$6,595.00		
60	0644 6076	2	EA	REMOVE SM RD SN SUP & AM	\$172.50	\$345.00	\$188.00	\$376.00		
61	666 6003	722	LF	REFLECTIVE PAVMENT MARKING TY I (4 IN) (WHITE) (BRK) (100MIL)	\$2.88	\$2,079.36	\$1.30	\$938.60		
62	666 6036	830	LF	REFLECTIVE PAVMENT MARKING TY I (8 IN) (WHITE) (SOLID) (100MIL)	\$4.03	\$3,344.90	\$1.90	\$1,577.00		
63	666 6042	468	LF	REFLECTIVE PAVMENT MARKING TY I (12 IN) (WHITE) (SOLID) (100MIL)	\$6.90	\$3,229.20	\$3.80	\$1,778.40		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc.		ZTEX Construction, Inc.			
					El Paso, TX		El Paso, TX			
					Bidder 1 of 2		Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
64	666-6048	198	LF	REFLECTIVE PAVMENT MARKING TY I (24 IN) (WHITE) (SOLID) (100MIL)	\$8.05	\$1,593.90	\$12.50	\$2,475.00		
65	666-6054	6	EA	REFLECTIVE PAVMENT MARKING TY I (WHITE) (ARROW) (100MIL)	\$230.000	\$1,380.00	\$156.30	\$937.80		
66	666-6078	3	EA	REFLECTIVE PAVMENT MARKING TY I (WHITE) (WORD) (100MIL)	\$230.00	\$690.00	\$156.30	\$468.90		
67	666-6093	1	EA	REFLECTIVE PAVMENT MARKING TY I (WHITE) (RR XING) (100MIL)	\$230.00	\$230.00	\$156.30	\$156.30		
68	666-6126	980	LF	REFLECTIVE PAVMENT MARKING TY I (4 IN) (YELLOW) (BRK) (100MIL)	\$2.88	\$2,822.40	\$1.30	\$1,274.00		
69	666-ELP1	21	LF	REFL PAV MRK TY I (Y) 8"(DOT)(100MIL)	\$6.90	\$144.90	\$3.80	\$79.80		
70	666-6224	3,808	LF	PAVEMENT SEALER 4"	\$2.30	\$8,758.40	\$0.90	\$3,427.20		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc.		ZTEX Construction, Inc.			
					El Paso, TX		El Paso, TX			
					Bidder 1 of 2		Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
71	666 6226	851	LF	PAVEMENT SEALER 8"	\$3.45	\$2,935.95	\$0.90	\$765.90		
72	666 6228	468	LF	PAVEMENT SEALER 12"	\$4.600	\$2,152.80	\$2.50	\$1,170.00		
73	666 6230	198	LF	PAVEMENT SEALER 24"	\$6.90	\$1,366.20	\$5.00	\$990.00		
74	666 6231	6	EA	PAVEMENT SEALER (ARROW)	\$97.50	\$585.00	\$62.50	\$375.00		
75	666 6232	3	EA	PAVEMENT SEALER (WORD)	\$97.75	\$293.25	\$62.50	\$187.50		
76	666 6242	1	EA	PAVEMENT SEALER (RR XING)	\$97.75	\$97.75	\$125.00	\$125.00		
77	666 6342	1,078	LF	REF PROF PAV MRK TY I (W) 4" (SLD) (100MIL)	\$2.88	\$3,104.64	\$1.00	\$1,078.00		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
78	666 6345	1,028	LF	REF PROF PAV MRK TY I (Y) 4" (SLD) (100MIL)	\$2.88	\$2,960.64	\$1.00	\$1,028.00		
79	672 6007	64	EA	REFL PAV MRKR TY I-C	\$230.000	\$14,720.00	\$6.30	\$403.20		
80	672 6009	94	EA	REFL PAV MRKR TY II-A-A	\$287.50	\$27,025.00	\$6.30	\$592.20		
81	677 6001	3,320	LF	ELIM EXT PAV MRK & MRKS (4")	\$1.38	\$4,581.60	\$1.00	\$3,320.00		
82	677 6003	600	LF	ELIM EXT PAV MRK & MRKS (8")	\$1.73	\$1,038.00	\$1.00	\$600.00		
83	678 6001	3,808	LF	PAVEMENT SURFACE PREPARATION FOR MARKINGS (4 IN)	\$0.58	\$2,208.64	\$1.00	\$3,808.00		
84	678 6004	851	LF	PAVEMENT SURFACE PREPARATION FOR MARKINGS (8 IN)	\$1.04	\$885.04	\$1.30	\$1,106.30		



**CITY OF EL PASO
BID TABULATION**



BID TITLE: DONIPHAN TRAFFIC SIGNALS					BID NO: 2022-0589					
BID DATE: MAY 11, 2022					DEPARTMENT: CAPITAL IMPROVEMENT					
					Black Stallion Contractors, Inc. El Paso, TX Bidder 1 of 2		ZTEX Construction, Inc. El Paso, TX Bidder 2 of 2			
ITEM NO.	CODE	ESTIMATED QUANTITY	UNIT	BRIEF DESCRIPTION OF ITEM	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)	UNIT BID PRICE (IN FIGURES)	TOTAL AMOUNT (QUANTITY X UNIT PRICE) (IN FIGURES)		
BASE BID II: UNIT PRICE SCHEDULE										
85	678 6006	468	LF	PAVEMENT SURFACE PREPARATION FOR MARKINGS (12 IN)	\$1.15	\$538.20	\$2.50	\$1,170.00		
86	678 6008	198	LF	PAVEMENT SURFACE PREPARATION FOR MARKINGS (24 IN)	\$1.730	\$342.54	\$6.30	\$1,247.40		
87	678 6009	6	EA	PAVEMENT SURFACE PREPARATION FOR MARKINGS (ARROW)	\$23.00	\$138.00	\$125.00	\$750.00		
88	0678 6016	3	EA	PAVEMENT SURFACE PREPARATION FOR MARKINGS (WORD)	\$23.00	\$69.00	\$156.30	\$468.90		
89	0678 6020	1	EA	PAVEMENT SURFACE PREPARATION FOR MARKINGS (RR XING)	\$23.00	\$23.00	\$187.50	\$187.50		
Base Bid II Sub Total (Items 2-89)					\$828,767.08 Contractor's price: \$828,768.58		\$810,769.90			
Mobilization (not to exceed 5% Base Bid II)					\$40,609.66		\$1.00			
Sum Total Base Bid II & Mobilization					\$869,376.74 Contractor's price: \$869,378.24		\$810,770.90			
Sum Total Base Bid I & Base Bid II					\$1,532,510.93 Contractor's price: \$1,454,796.28		\$1,423,491.70			
AMENDMENT ACKNOWLEDGED:					N/A		N/A			
BID BOND SUBMITTED					Yes		Yes			

2022-0589 Doniphan Traffic Signals View List		
1	1988	Garcia, Alfonso
2	Abescape	Gallegos, Mari
3	Allen Concrete Inc.	Magdaleno, Jesus
4	AMTEK	Rugh, John
5	Black Stallion Contr	Luna, Hector
6	CEA Group	Fraga, Anthony
7	ConstructConnect	STINSON, MORGAN
8	Construction Journal	Exton, Pamela
9	Construction Reporte	Wood, Jane
10	Deltek	Management, Source
11	Direx Construction,	Hudson, Brad
12	Dodge Data	Peggy, Koehn
13	DRS Rock Materials,	Soto, Daniel
14	El Paso Tractor	Salgado, Jacob
15	Enotsyek	Dominguez, Luis
16	eRepublic, Inc.	Lamoreaux, Mary
17	Globe Builders, LLC	Banks, Archie
18	Gracen Eng. And Cons	Sambrano, Michael
19	Horizone Const. 1 LT	De Stefano, Luis Rene
20	i- Sourcing Technolo	Balai, Rakesh
21	ITS Plus Inc	Morris, Mona
22	Jobe Materials	Paredes, Raul
23	Martinez Brothers Co	mota, pablo
24	MERCER TECHNOLOGIES	Mercer, Garrett
25	MoboTrex, Inc.	Lanning, Cody
26	Mr.	Ortiz, Cano
27	Pacific Inc	Doe, John
28	Perikin Enterprises	Silva, Luis
29	PMI Pavement Marking	HESSNEY, STEVE
30	Prime Vendor Inc.	Jones, Kim
31	PWXPress	Miller, Mary
32	Smartprocure	Bjornsson, Ron
33	Straight Edge Contra	Jesus, Mesta
34	The PlanIt Room	Hernandez, Cecilia
35	Tri-State Electric,	Motta, Alejandro
36	Vitual Builders Exch	Olguin, Jeannette
37	Wayne Enterprises	Austin, Fork
38	Ztex Construction	Construction, Ztex
39		Banquil, Lovely
40		Watson, Frank



Legislation Text

File #: 22-857, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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

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 7.5 - Set One Standard for Infrastructure Across the City.

Award Summary:

Discussion and action on the award of Solicitation No. 2022-0618 Vehicle Offsite Fueling (Re-Bid) to Alon Brands, Inc. for an initial term of three (3) years for a total estimated award of \$2,595,000.00. The award also includes a two (2) year option for an estimated amount of \$1,730,000.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$4,325,000.00. The award of this contract will allow for the fueling of City fleet at offsite locations.

Contract Variance:

No contract variance

Department:	Streets and Maintenance
Vendor:	Alon Brands, Inc. Dallas, TX
Initial Term:	3 years
Option Term:	2 years
Annual Estimated Award:	\$865,000.00
Initial Term Estimated Award:	\$2,595,000.00 (3 years)
Total Estimated Award:	\$4,325,000.00 (5 years)
Account No.:	560 - 3600 - 531240 - 37020 - P3701
Funding Source:	Internal Service Fund
District(s):	All

This is a Low Bid Requirements contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Department recommends award as indicated to Alon Brands, Inc., the sole, lowest and responsible bidder. 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: July 6, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Director of Streets and Maintenance Department, (915) 212-7000
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: Enter District(s)

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

SUBGOAL: 7.5 – Set One Standard for Infrastructure Across the City

SUBJECT:

Discussion and action on the award of Solicitation No. 2022-0618 Vehicle Offsite Fueling (Re-Bid) to Alon Brands, Inc. for an initial term of three (3) years for a total estimated award of \$2,595,000.00. The award also includes a two (2) year option for an estimated amount of \$1,730,000.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$4,325,000.00.

BACKGROUND / DISCUSSION:

The award of this contract will allow for the fueling of City fleet at offsite locations.

SELECTION SUMMARY:

Solicitation was advertised on April 12, 2022 and April 19, 2022. The solicitation was posted on City website on April 12, 2022. The email (Purmail) notification was sent out on April 14, 2022. There were a total number of fifteen (15) viewers online; one (1) bid was received; none being from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

There is not a contract variance.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$2,595,000.00

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531240 – 37020 – P3701

2022-0618 Vehicle Offsite Fueling (Re-Bid)

Revised 2/23/2022-V2 – Previous Versions Obsolete

PRIMARY DEPARTMENT: Streets and Maintenance Department
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Richard J. Bristol, Director, Streets and Maintenance Department

**COUNCIL PROJECT FORM
(Low Bid)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the City Council Meeting of **July 6, 2022**.

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

The linkage to the strategic plan is subsection 7.5 – Set One Standard for Infrastructure Across the City.

Award Summary:

Discussion and action on the award of Solicitation No. 2022-0618 Vehicle Offsite Fueling (Re-Bid) to Alon Brands, Inc. for an initial term of three (3) years for a total estimated award of \$2,595,000.00. The award also includes a two (2) year option for an estimated amount of \$1,730,000.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of \$4,325,000.00. The award of this contract will allow for the fueling of City fleet at offsite locations.

Contract Variance:

No contract variance

Department:	Streets and Maintenance
Vendor:	Alon Brands, Inc. Dallas, TX
Initial Term:	3 years
Option Term:	2 years
Annual Estimated Award:	\$865,000.00
Initial Term Estimated Award:	\$2,595,000.00 (3 years)
Total Estimated Award:	\$4,325,000.00 (5 years)
Account No.:	560 – 3600 – 531240 – 37020 – P3701
Funding Source:	Internal Service Fund
District(s):	All

This is a Low Bid Requirements contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Department recommends award as indicated to Alon Brands, Inc., the sole, lowest and responsible bidder. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.



CITY OF EL PASO
BID TABULATION FORM



Project Name: Vehicle Offsite Fueling (Re-Bid)
Bid Opening Date: May 11, 2022

Solicitation #: 2022-0618
Department: Streets and Maintenance

		Alon Brands, Inc. Dallas, TX			
ITEM No.	Description	Supplier's Fee Discount or Markup (From OPIS)		Supplier's Fee Discount or Markup (From OPIS)	
		Discount	or Markup	Discount	or Markup
1.	Regular Unleaded	Supplier's Fee \$+0.01	or +	Supplier's Fee -	or +
2.	Premium Unleaded	Supplier's Fee \$+0.01	or +	Supplier's Fee -	or +
3.	Diesel Fuel (Ultra Low Sulfur)	Supplier's Fee \$+0.01	or +	Supplier's Fee -	or +
Total Blended Average Fee (Items 1 – 3)		\$0.01 Indicate a discount or markup average)		\$0.00 Indicate a discount or markup average)	

Example: Vendor A bids Item#1, \$-.01; Item#2, \$+.01; #3, \$+.01 = \$+.01 Average Blended Fee for Items 1 thru 3.)

APPROVED BY: _____/s/

DATE: 06/06/2022



CITY OF EL PASO
BID TABULATION FORM



Project Name: Vehicle Offsite Fueling (Re-Bid)
Bid Opening Date: May 11, 2022

Solicitation #: 2022-0618
Department: Streets and Maintenance

		Alon Brands, Inc.		
		Dallas, TX		
ITEM No.	Primary Locations	Bidder's Location Information	Bidder's Location Information	Bidder's Location Information
1.	Area #1 Northwest (The area north and west of Executive Center Blvd)	Alon 7 ELEVEN #626 Name of Facility	Name of Facility	Name of Facility
		5385 N.MESA STREET Address	Address	Address
		(915) 584-1175 Phone Number	Phone Number	Phone Number
2.	Area #2 Northeast (The area north of Fred Wilson)	Alon 7 ELEVEN # 320 Name of Facility	Name of Facility	Name of Facility
		4130 HERCULES AVENUE Address	Address	Address
		(915) 751-6562 Phone Number	Phone Number	Phone Number
3.	Area #3 Central (The area between Executive Center, Fred Wilson, Hawkins Blvd. and the Border Highway)	Alon 7 ELEVEN #619 Name of Facility	Name of Facility	Name of Facility
		501 N.COPIA STREET Address	Address	Address
		(915) 562-4660 Phone Number	Phone Number	Phone Number
4.	Area #4 East (The area between Hawkins Blvd. and Joe Battle North of I-10))	Alon 7 ELEVEN #639 Name of Facility	Name of Facility	Name of Facility
		10898 MONTANA AVENUE Address	Address	Address
		(915) 592-0636 Phone Number	Phone Number	Phone Number
5.	Area #5 Mission Valley (The area between Hawkins Blvd. and Joe Battle South of I-10)	Alon 7 ELEVEN #335 Name of Facility	Name of Facility	Name of Facility
		8601 N.LOOP DRIVE Address	Address	Address
		(915) 859-8841 Phone Number	Phone Number	Phone Number

APPROVED BY: _____/s/

DATE: 06/06/2022



CITY OF EL PASO
BID TABULATION FORM



Project Name: Vehicle Offsite Fueling (Re-Bid)
Bid Opening Date: May 11, 2022

Solicitation #: 2022-0618
Department: Streets and Maintenance

		Alon Brands, Inc. Dallas, TX		
ITEM No.	Primary Locations	Bidder's Location Information	Bidder's Location Information	Bidder's Location Information
6.	Area #6 Far East (The area east of Joe Battle)	Alon 7-ELEVEN #348 Name of Facility	Name of Facility	Name of Facility
		10001 ALAMEDA AVENUE Address	Address	Address
		(915) 858-4937 Phone Number	Phone Number	Phone Number

APPROVED BY: /s/
DATE: 06/06/2022



CITY OF EL PASO
BID TABULATION FORM



Project Name: Vehicle Offsite Fueling (Re-Bid)

Solicitation #: 2022-0618

Bid Opening Date: May 11, 2022

Department: Streets and Maintenance

Additional Locations Available

	Alon Brands, Inc. Dallas, TX		
ITEM No.	Bidder's Location Information	Bidder's Location Information	Bidder's Location Information
1.	<div>Name of Facility</div> <div>LEFT BLANK</div>	<div>Name of Facility</div>	<div>Name of Facility</div>
	<div>Address</div> <div>LEFT BLANK</div>	<div>Address</div>	<div>Address</div>
	<div></div>	<div></div>	<div></div>
	<div>Phone Number</div> <div>LEFT BLANK</div>	<div>Phone Number</div>	<div>Phone Number</div>
2.	<div>Name of Facility</div> <div>LEFT BLANK</div>	<div>Name of Facility</div>	<div>Name of Facility</div>
	<div>Address</div> <div>LEFT BLANK</div>	<div>Address</div>	<div>Address</div>
	<div></div>	<div></div>	<div></div>
	<div>Phone Number</div> <div>LEFT BLANK</div>	<div>Phone Number</div>	<div>Phone Number</div>
3.	<div>Name of Facility</div> <div>LEFT BLANK</div>	<div>Name of Facility</div>	<div>Name of Facility</div>
	<div>Address</div> <div>LEFT BLANK</div>	<div>Address</div>	<div>Address</div>
	<div></div>	<div></div>	<div></div>
	<div>Phone Number</div> <div>LEFT BLANK</div>	<div>Phone Number</div>	<div>Phone Number</div>
4.	<div>Name of Facility</div> <div>LEFT BLANK</div>	<div>Name of Facility</div>	<div>Name of Facility</div>
	<div>Address</div> <div>LEFT BLANK</div>	<div>Address</div>	<div>Address</div>
	<div></div>	<div></div>	<div></div>
	<div>Phone Number</div> <div>LEFT BLANK</div>	<div>Phone Number</div>	<div>Phone Number</div>

APPROVED BY: /s/

DATE: 06/06/2022



CITY OF EL PASO
BID TABULATION FORM



Project Name: Vehicle Offsite Fueling (Re-Bid)

Solicitation #: 2022-0618

Bid Opening Date: May 11, 2022

Department: Streets and Maintenance

Additional Locations Available

	Alon Brands, Inc. Dallas, TX		
ITEM No.	Bidder's Location Information	Bidder's Location Information	Bidder's Location Information
5.	<div>Name of Facility</div> <div>LEFT BLANK</div>	<div>Name of Facility</div>	<div>Name of Facility</div>
	<div>Address</div> <div>LEFT BLANK</div>	<div>Address</div>	<div>Address</div>
	<div></div>	<div></div>	<div></div>
	<div>Phone Number</div> <div>LEFT BLANK</div>	<div>Phone Number</div>	<div>Phone Number</div>
6.	<div>Name of Facility</div> <div>LEFT BLANK</div>	<div>Name of Facility</div>	<div>Name of Facility</div>
	<div>Address</div> <div>LEFT BLANK</div>	<div>Address</div>	<div>Address</div>
	<div></div>	<div></div>	<div></div>
	<div>Phone Number</div> <div>LEFT BLANK</div>	<div>Phone Number</div>	<div>Phone Number</div>
7.	<div>Name of Facility</div> <div>LEFT BLANK</div>	<div>Name of Facility</div>	<div>Name of Facility</div>
	<div>Address</div> <div>LEFT BLANK</div>	<div>Address</div>	<div>Address</div>
	<div></div>	<div></div>	<div></div>
	<div>Phone Number</div> <div>LEFT BLANK</div>	<div>Phone Number</div>	<div>Phone Number</div>

APPROVED BY: _____/s/

DATE: 06/06/2022



CITY OF EL PASO
BID TABULATION FORM



Project Name: Vehicle Offsite Fueling (Re-Bid)
Bid Opening Date: May 11, 2022

Solicitation #: 2022-0618
Department: Streets and Maintenance

	Alon Brands, Inc. Dallas, TX		
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT	<input checked="" type="checkbox"/>		
NO OPTION OFFERED	<input type="checkbox"/>		
AMENDMENT ACKNOWLEDGED	N/A		

BIDS SOLICITED: 11 LOCAL BIDS SOLICITED: 3 BIDS RECEIVED: 1 LOCAL BIDS RECEIVED: 0 NO BID: 0

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED BY: _____/s/

DATE: 06/06/2022

2022-0618 Vehicle Offsite Fueling

Bidder's List

Exxon Mobil Corporation Box 1049 Buffalo, NY 14240-1049	Enercore, Inc. 1502 Augusta, Ste. 250 Houston, TX 77057	Diamond Shamrock PO Box 696000 San Antonio, TX 78269-6000
Navajo Refinery PO Drawer 159 Artesia, NM 88210	TP Partners 5400 Arroyo Grande Cir. Tucson, AZ 85718	Mansfield Oil Co. 1025 Airport Parkway SW Gainesville, GA 30505-0198
Western Refining 212 N. Clark Street El Paso, TX 79905	Petroleum Traders Corp. 7120 Pointe Inverness Way Fort Wayne, IN 46804-7928	C&R Distributing 8528 Alameda Ave. El Paso, TX 79907
Western Refining 123 W Mills Ave. El Paso, TX 79901	Alon Brands, Inc. 12700 Park Central Drive #1500 Dallas, TX 75251	



2022-0618 Vehicle Offsite Fueling (Re-Bid)

Richard Bristol, Director, Streets and Maintenance
July 19, 2022

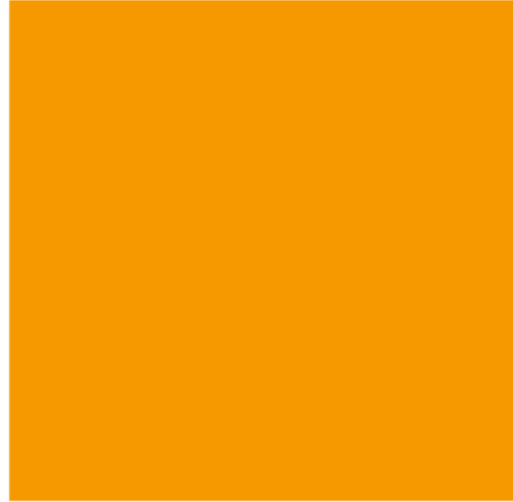




Strategic Plan Goal:

7: Enhance and Sustain El Paso's Infrastructure Network

7.2: Improve competitiveness through infrastructure improvements impacting the quality of life



Purpose of Procurement – Change Order

- This procurement will provide a fueling option for designated users in the City such as Police patrol units and Fire rescue vehicles so that they can refuel within their designated patrol and response areas in order to maintain operational readiness
- Designated departmental users are Mayor and City Council, Police Department and Fire Department
- Fueling sites will be provided at 77 locations within the City limits
 - 32 of these locations can dispense diesel fuel
- Designated users will be provided fuel cards and available locations



Locations Throughout the City

<u>Area</u>	<u>Total Fueling Locations</u>	<u>Diesel</u>
Northwest	7	4
Northeast	18	6
Central	17	7
East	13	6
Mission Valley	12	4
Far East	10	5
	77	32





2022-0618 Vehicle Offsite Fueling (Re-Bid)

Contractor **Alon Brands, Inc.**

Initial Term &
Award

Option

Funding Source Internal Service Fund – Fuel Inventory Purchases

Account No. 532-37020-531240-3600-P3701



Mission

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

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

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



Legislation Text

File #: 22-657, 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, Luis Zamora, (915) 212-1552

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lot 27, Block 6, Stiles Gardens, 7249 Dale Road, City of El Paso, El Paso County, Texas from A-2 (Apartment) 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: 7249 Dale Road

Applicant: Scott Winton, PZRZ21-00031

[POSTPONED FROM 06-22-2022]

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: June 22, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

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 Lot 27, Block 6, Stiles Gardens, 7249 Dale Road, City of El Paso, El Paso County, Texas from A-2 (Apartment) 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: 7249 Dale Road
Applicant: Scott Winton, PZRZ21-00031

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from A-2 (Apartment) to C-1 (Commercial) to allow a proposed mix of retail and offices. City Plan Commission recommended 5-0 to approve the proposed rezoning on April 7, 2022. As of May 3, 2022, the Planning Division has received one (1) email in support; one (1) email, one (1) call, and a petition in opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Kevin Smith for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOT 27, BLOCK 6, STILES GARDENS, 7249 DALE ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2 (APARTMENT) 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 **Lot 27, Block 6, Stiles Gardens, 7249 Dale Road**, located in the City of El Paso, El Paso County, Texas, be changed from **A-2 (Apartment)** 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 residents of the City:

- 1. That a 10' landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
- 2. A Detailed Site Development Plan shall be reviewed and approved per City Code prior to issuance of building permits.*
- 3. The following uses are prohibited on the property:*
Motor Vehicle Repair, Minor
Automotive Service Station
Nightclub, bar, cocktail lounge
- 4. Vehicular access to and from Dale Rd. shall be prohibited.*

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 Leaser
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ21-00031

7249 Dale Road

City Plan Commission — April 7, 2022 **REVISED**

REZONING



CASE NUMBER: PZRZ21-00031
CASE MANAGER: Luis Zamora, (915) 212-1552 ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Manuel Garza
REPRESENTATIVE: Scott Winton
LOCATION: 7249 Dale Rd. (District 3)
PROPERTY AREA: 0.47 acres
REQUEST: Rezone from A-2 (Apartment) to C-1 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: One (1) email in support; one (1) email, one (1) call, and a petition in opposition as of April 7, 2022

SUMMARY OF REQUEST: Applicant requests to rezone the subject property from A-2 (Apartment) to C-1 (Commercial) for a proposed mix of retail and offices.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The recommendation is based on the proposed development uses being consistent with adjacent commercial and residential properties within its vicinity. Furthermore, the proposed commercial zone is compatible with the G-7, Industrial and/or Railyards Future Land Use designation and is in keeping with the policies of *Plan El Paso* in the Mission Valley Planning Area.

1. "That a 10' landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy."
2. A Detailed Site Development Plan shall be reviewed and approved per City Code prior to issuance of building permits.
3. The following uses are not permitted:
 - o Motor Vehicle Repair, Minor
 - o Automotive Service Station

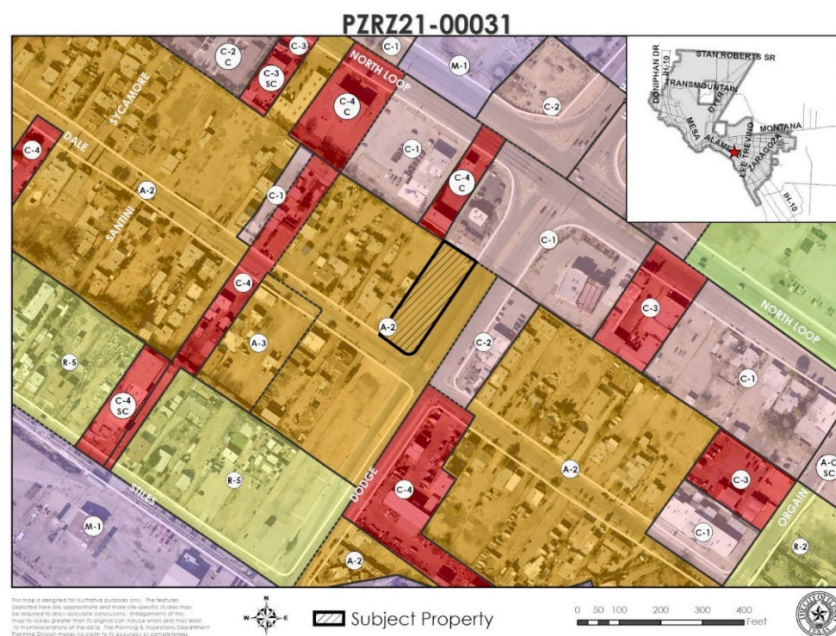


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant requests to rezone from A-2 (Apartment) to C-1 (Commercial) to allow for a light retail and offices. A generalized site plan shows the proposed development configuration of the property with a conceptual building and parking lot with access from Dodge Road. The lot is located at the intersection of Dale Road and Dodge Road.

PREVIOUS CASE HISTORY: None.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent uses and meets the established character of its neighborhood. Properties to the north include apartments and a material sales store zoned C-1 (Commercial); to the east, properties include a restaurant that is zoned C-2 (Commercial); to the south, there is a vacant property zoned A-2 (Apartments); and to the west, properties include single-family dwellings zoned A-2 (Apartments). Due to the proximity to other similar uses and zoning districts, the property has the potential to provide light commercial uses within walking distance to an area consisting of single-family and multi-family developments. The nearest school is Ramona Elementary School (0.51 miles) and the nearest park is Stiles Park (0.14 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes. The area has the potential for mixed-use redevelopment of commercial and residential uses in close proximity to each other, which is in character with the future land use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-1 (Commercial): The purpose of this 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.</p>	<p>Yes. The proposed C-1 (Commercial) zone is compatible with the surrounding A-2 (Apartment), C-1 and C-2 (Commercial) districts. Furthermore, it has the potential to provide light commercial uses within walkable distance to residential properties.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property has access to Dodge Road, which is designated as a Major Arterial in the City's Major Thoroughfare Plan. The classification of this road is appropriate for proposed development.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
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.	None. The property is not located within any Historic Overlay District nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. The proposed rezoning, if approved, is not anticipated to cause any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not lie within an arroyo or other sensitive environment. No negative environmental impacts are anticipated if the rezoning request is approved.
Stability: Whether the area is stable or in transition.	The area is stable. None of the surrounding properties within the neighborhood of the subject property have been recently rezoned.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located at the intersection of Dale Road and Dodge Road. Dodge Road is designated as a Major Arterial in the City’s Major Thoroughfare Plan (MTP). The major arterial classification is appropriate to serve the future proposed uses. Currently, there is no sidewalk on the property along Dodge Road, but will be required to be installed by the owner at the time of development. Other existing infrastructure and services are appropriate to serve future development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments. The Planning Division recommends adding conditions to provide a ten-foot (10’) landscaping buffer along residential and apartment zone districts or uses, to require and approved Detailed Site Development Plan reviewed per City Code prior to issuance of building permits, and to prohibit the uses of Motor Vehicle Repair, Minor and Automotive Service Station.

PUBLIC COMMENT: The subject property lies within the Stiles Garden Neighborhood Association, Mission Valley Civic Association, and Corridor 20 Civic Association. These Associations were notified of the request by the applicant, with the Planning Division receiving two (2) emails from such associations providing commentary to the applicant per the request, with one (1) email (Mission Valley Civic Association) in support. In addition, we received one (1) email from the office of City Representative Cassandra Hernandez stating opposition from the Stiles Garden Neighborhood Association. Staff contacted Mrs. Elva Villagran via phone from such Association, who stated concern for automobile service uses, as well as inquiring about other similar uses permitted under the existing and proposed zoning district. At the end of the conversation, it was decided that the call was going to be kept as opposition just as the previous email stated. At the City Plan Commission on April 7, 2022, a petition in opposition was provided from Stiles Garden Neighborhood Association. All correspondence is included on Attachment 4 of this document. Public notice was sent to all property owners within 300 feet of the subject property on March 23, 2022. As of April 6, 2022, only the previous stated email has been received in support.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

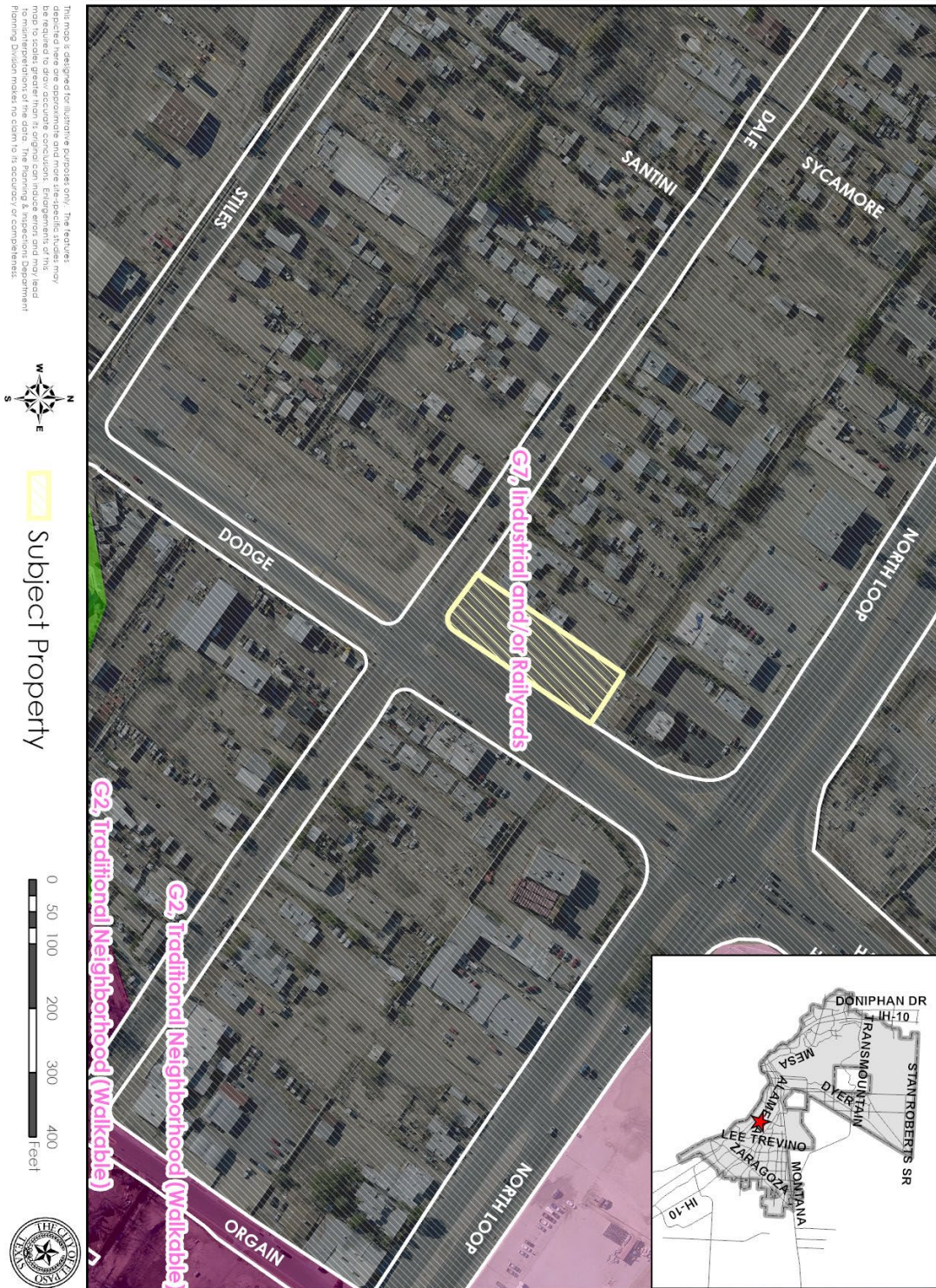
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

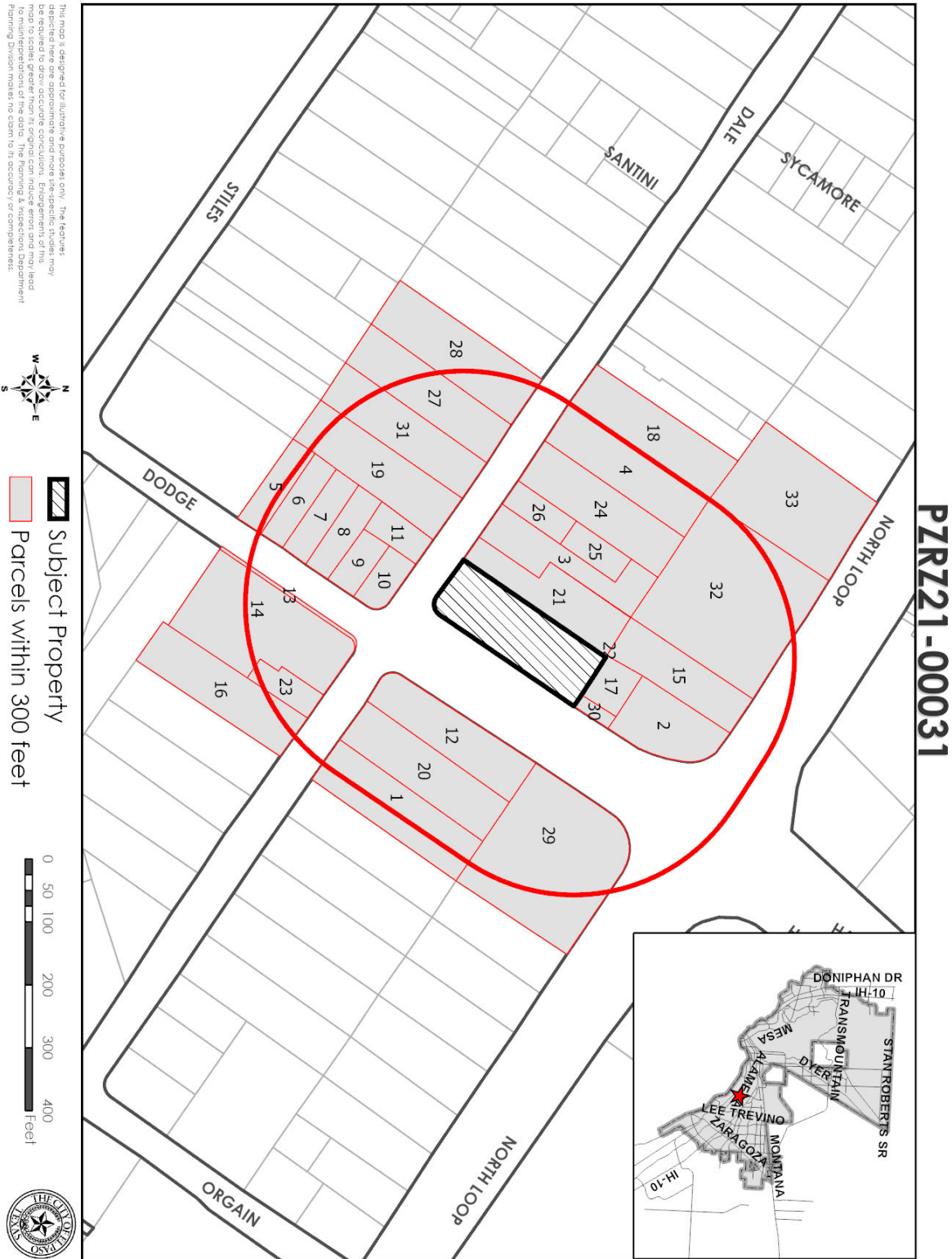
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Neighborhood Associations Emails
5. Department Comments

ATTACHMENT 1

PZR21-00031



ATTACHMENT 2

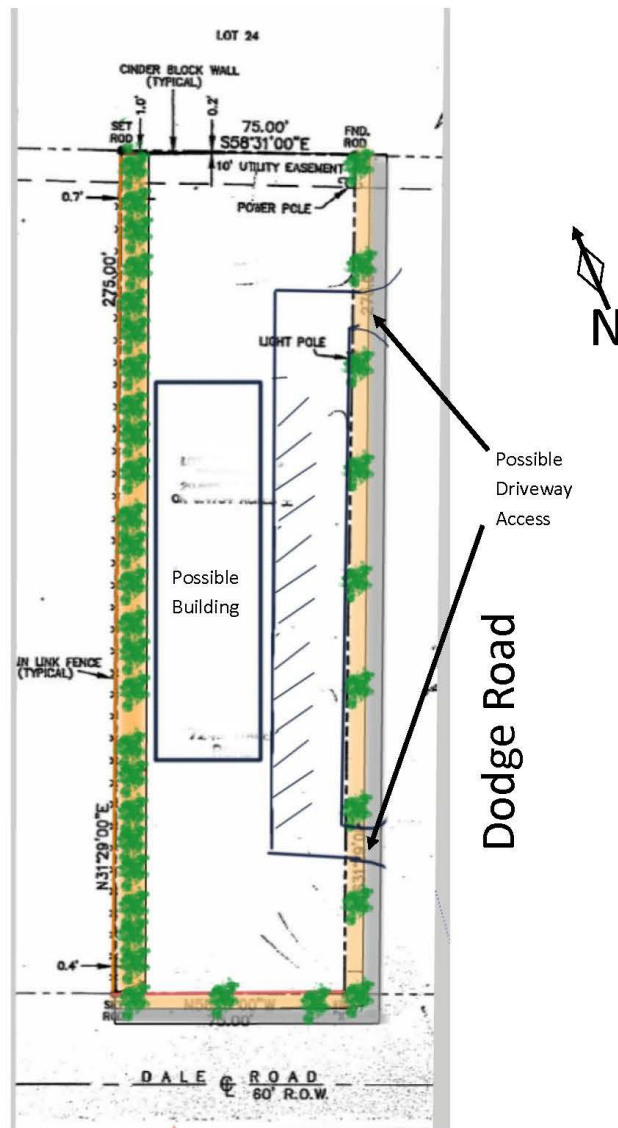


ATTACHMENT 3

Plot Plan

7249 Dale Road

El Paso, Tx



Dale Road

ATTACHMENT 4

Zamora, Luis F.

From: Fabiola Campos-Lopez <corridor20ca@yahoo.com>
Sent: Wednesday, March 2, 2022 11:23 AM
To: eduardoatalamantes@gmail.com; longhorn_1989@hotmail.com; mmcarr008@gmail.com; scott winton
Cc: Garcia, Raul; Zamora, Luis F.
Subject: Re: Application for Zoning Change 7249 Dale Road

You don't often get email from corridor20ca@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use [Phish Alert](#) or forward to SpamReport@elpasotexas.gov.

Mr. Winton,

Hope this communication finds you well.

As going over the permissible uses for zone C1, we noticed that the automobile sales, service, storage, and rental business uses are **not** permissible. This will safeguard the welfare and safety of the adjacent residential area property owners.

The Corridor 20 civic association's mission is to support responsible growth in the Mission Valley area and ensure its neighborhoods will maintain and/or improve their quality of life for the health, safety, and welfare of its residents.

CORRIDOR 20 ca will follow up on this rezoning application for the property with address 7249 Dale. Thank you for the update.

Best Regards.

Fabiola Campos-Lopez, Coordinator
CORRIDOR20ca



On Tuesday, March 1, 2022, 11:05:46 AM MST, scott winton <scottwinton@sbcglobal.net> wrote:

Hello All,
I hope everyone is well.
A notice was previously sent informing you that an application for a zoning changed on the above property had been filed. That zoning request was for a C-4 Zoning designation.
Based upon feedback we received from you, the application has been re-filed with the request modified to a C-1 zoning.
We do not have a user for the property at this time, but the C-1 designation gives more flexibility than the current zoning.
If you have any questions, please call or email.
Thank you for your time.

Scott Winton

915-637-0787

On Tuesday, November 2, 2021, 02:52:16 PM MDT, scott winton <scottwinton@sbcglobal.net> wrote:

Greetings,
Thank you to all who accepted my phone call.
I have attached a notification that an application for a zoning change has been filed.
I hope you will call me with any questions or comments.
The property owner and his family hope to be a positive presence in the community with the planned facilities.

The trucks are generally only parked on weekends and are not required to run continuously for refrigeration.
They hope the office will be used by community members for socializing and bathroom needs.
Please let me know if you are interested, and I will set up a meeting where we can all discuss this application,

Respectfully,

Scott Winton

915-637-0787
Leap Town Planning Services
www.leaptown.org

Zamora, Luis F.

From: Garcia, Raul
Sent: Thursday, March 3, 2022 10:00 AM
To: Zamora, Luis F.
Subject: FW: Application for Zoning Change 7249 Dale Road

Luis,
See comments from neighb assoc, make sure they are included in backup when it goes to CPC. Thanks

From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Thursday, March 3, 2022 9:52 AM
To: scott winton <scottwinton@sbcglobal.net>
Cc: Fabiola Campos-Lopez <corridor20ca@yahoo.com>; villagrane@yahoo.com; Garcia, Raul <GarciaR1@elpasotexas.gov>
Subject: Re: Application for Zoning Change 7249 Dale Road

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

GM Scott, as per our ongoing conversations in reference to this location at 7249 Dale Rd., we had agreed that you might go forward in an application to rezone to C-1 which I believe to be acceptable at this time. I spoke with Elva Villagran who is the current Vice president of the Stiles Garden Neighborhood Association and told her that I would include her on this reply. Her cell number for your records 915-780-3221 and request calls after 3 pm. For a current update, Mr. Raul Dominguez, who was the President of Stiles Garden, passed away last month, may he RIP. He was the one who conducted meetings and events. Please keep me undated on all applications in reference to this location and you have my cell number. Thank you

From: scott winton <scottwinton@sbcglobal.net>
Sent: Wednesday, March 2, 2022 11:45 AM
To: longhorn_1989@hotmail.com <longhorn_1989@hotmail.com>
Subject: Fw: Application for Zoning Change 7249 Dale Road

Scott Winton

915-637-0787
Leap Town Planning Group
www.leaptown.org

----- Forwarded Message -----
From: scott winton <scottwinton@sbcglobal.net>

To: corridor20ca@yahoo.com <corridor20ca@yahoo.com>; eduardoatalamantes@gmail.com <eduardoatalamantes@gmail.com>; longhorn_1989@hotmail.com <longhorn_1989@hotmail.com>; mmcarr008@gmail.com <mmcarr008@gmail.com>; scott winton <scottwinton@sbcglobal.net>
Cc: Raul (DSD) Garcia <garciar1@elpasotexas.gov>; Luis F. Zamora <zamoraf@elpasotexas.gov>
Sent: Tuesday, March 1, 2022, 11:05:41 AM MST
Subject: Re: Application for Zoning Change 7249 Dale Road

Hello All,

I hope everyone is well.

A notice was previously sent informing you that an application for a zoning changed on the above property had been filed. That zoning request was for a C-4 Zoning designation.

Based upon feedback we received from you, the application has been re-filed with the request modified to a C-1 zoning.

We do not have a user for the property at this time, but the C-1 designation gives more flexibility than the current zoning.

If you have any questions, please call or email.

Thank you for your time.

Scott Winton

915-637-0787

On Tuesday, November 2, 2021, 02:52:16 PM MDT, scott winton <scottwinton@sbcglobal.net> wrote:

Greetings,

Thank you to all who accepted my phone call.

I have attached a notification that an application for a zoning change has been filed.

I hope you will call me with any questions or comments.

The property owner and his family hope to be a positive presence in the community with the planned facilities.

The trucks are generally only parked on weekends and are not required to run continuously for refrigeration.

They hope the office will be used by community members for socializing and bathroom needs.

Please let me know if you are interested, and I will set up a meeting where we can all discuss this application,

Respectfully,

Scott Winton

915-637-0787

Leap Town Planning Services

www.leaptown.org

Zamora, Luis F.

From: Olivares, Bettina
Sent: Wednesday, April 6, 2022 5:48 PM
To: Zamora, Luis F.; Smith, Kevin W.
Cc: District #3; Garcia, Raul
Subject: 4/7 CPC Item 5 Rezoning 7249 Dale - Elva Villagran - Stiles NA

Hello Luis and Kevin,

I just got off the phone with Elva Villagran from Stiles NA. She has questions regarding the below item and is in opposition and wanted more details. Can someone please give her a call before tomorrow's item? I did encourage her to call in to give input on item and how she could do so, if that's what she wanted.

PUBLIC HEARING Rezoning Application:

5. PZRZ21-00031:	Lot 27, Block 6, Stiles Gardens, City of El Paso, El Paso Co
Location:	7249 Dale Rd.
Existing Zoning:	A-2 (Apartment)
Request:	Rezone from A-2 (Apartment) to C-1 (Commercial)
Existing Use:	Vacant
Proposed Use:	Light Retail, Office, or Mixture of Permitted Uses
Property Owner:	Manuel Garza
Representative:	Scott Winton
District:	3
Staff Contact:	Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov

Bettina Olivares

Legislative Aide
Office of Cassandra Hernandez
Council Representative | District 3
City of El Paso | O: 915.212.0003

** Email was followed up by a call to Mrs. Villagran by Staff on April 6, 2022.*

PETITION

To: City Commissioners, City Hall, 300 N. Campbell, El Paso, TX.

The Stiles Garden Neighborhood Association and the residents oppose to the request of Manuel Garza build a light retail, office or Mixture of permitted uses at 7249 Dale Rd. Case No: PZRZ21-00031 from A-2 (Apartment) to C-1 (Commercial). Lot 27, Block 6. We oppose this due to uncertain what owner will bring as a business or mixtures permitted uses. We oppose this due to safety issues, having citizens living nearby, and well being of our community.

Print Name	Address	Phone Number	Signature
1 Paola Perez	7312 Dale Rd	915 274-5603	Paola Perez
2 Maria Llanos	7310 Dale Rd	915-771-8935	Maria E. Llanos
3 Gloria Mendoza	7245 Dale Rd	915 600 8312	cons
4 Eduardo Molina	7245 Dale	915 328-0129	Eduardo Molina
5 Alberto Molina	7243 Dale	915 227-1879	Alberto Molina
6 Virginia Ledezma	3241 Santa Fe	915-778-5710	Virginia Ledezma
7 Sergio Romero	322 Santos	915-243-9620	Sergio Romero
8 Juan M. Mungia	7229 Dale Rd	915 803 8454	Juan M. Mungia
9 Teresa Martinez	7127936	915 772 3581	Teresa Martinez
10 Alex Thompson	408 Sycamore	415 355 9582	Alex Thompson
11 Jennifer Gillette	409 Sycamore	779-5088	Jennifer Gillette
12 Ricardo Flores	7248 Dale RD	915 841-9752	Ricardo Flores
13 Emma Rodriguez	7307 RD	915 779 6532	Emma Rodriguez
14 Leticia Olvera	7306 Dale Rd	915 408-5907	Leticia Olvera
15 Esperanza Martinez	7313 Dale Rd	915 778-3929	Esperanza Martinez
16 Gustavo Reveles	7320 North Loop	772-2664	Gustavo Reveles
17	306 Dodge	214-1772	Pera E. Calzadilla
18			
19			
20			

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Recommend approval of the rezoning request with the following conditions:

1. That a 10' landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
2. *A Detailed Site Development Plan shall be reviewed and approved per City Code prior to issuance of building permits.*
3. *The following uses are not permitted:*
 - a. *Motor Vehicle Repair, Minor*
 - b. *Automotive Service Station*

Planning and Inspections Department – Plan Review & Landscaping Division

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.

Fire Department

Recommend approval.

Police Department

No comments received.

Environmental Services

No comments received.

Streets and Maintenance Department

TIA not required for this application.

Sun Metro

No comments received.

El Paso Water Utilities

We have reviewed the request described above and provide the following comments:

Water:

There is an existing 6-inch diameter water main extending along Dale Rd. fronting the subject property. This main is located approximately 19-feet south of the northern right-of-way line of Dale Rd. This water main is available for service.

There is an existing 8-inch diameter water main extending along Dodge Rd. approximately 15-feet west of the eastern right-of-way line Dodge Rd. This water main is available for service.

There is an existing 48-inch diameter water main extending along Dale Rd. fronting the subject property. This main is located approximately 7-feet north of the southern right-of-way line of Dale Rd. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

Previous water pressure readings from fire hydrant # 680 located at the southwest corner of the intersection of Dale Rd. and Dodge Rd., have yielded a static pressure of 100 pounds per square inch, a residual pressure of 80 pounds per square inch, and a discharge flow of 1384 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 Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Dale Rd. fronting the subject property. This main is located approximately 20-feet north of the southern right-of-way line of Dale Rd. This sanitary sewer main is available for service.

There is an existing 12-inch diameter sanitary sewer main extending along Dodge Rd. fronting the subject property. This main is located approximately 30-feet east of the western right-of-way line of Dodge Rd. This sanitary sewer main is available for service.

General:

EPWU requires a new service application to provide additional 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 EPWU – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District

No comments received.



ITEM 23

7249 Dale Road Rezoning

PZRZ21-00031

Strategic Goal 3.

Promote the Visual Image of
El Paso

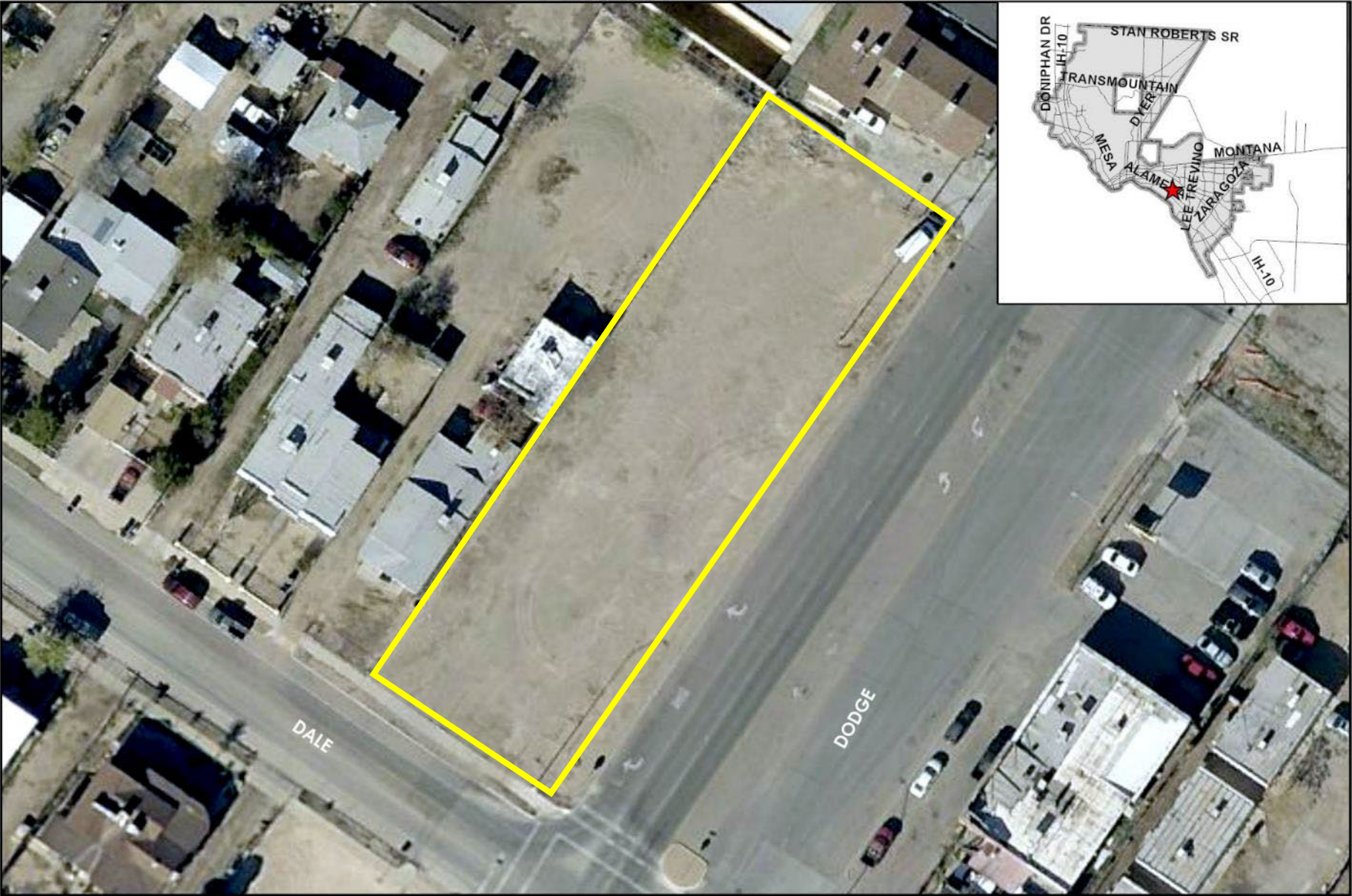




Recommendation

- Staff recommends approval of the request.
- CPC recommends unanimous approval of the request

Aerial



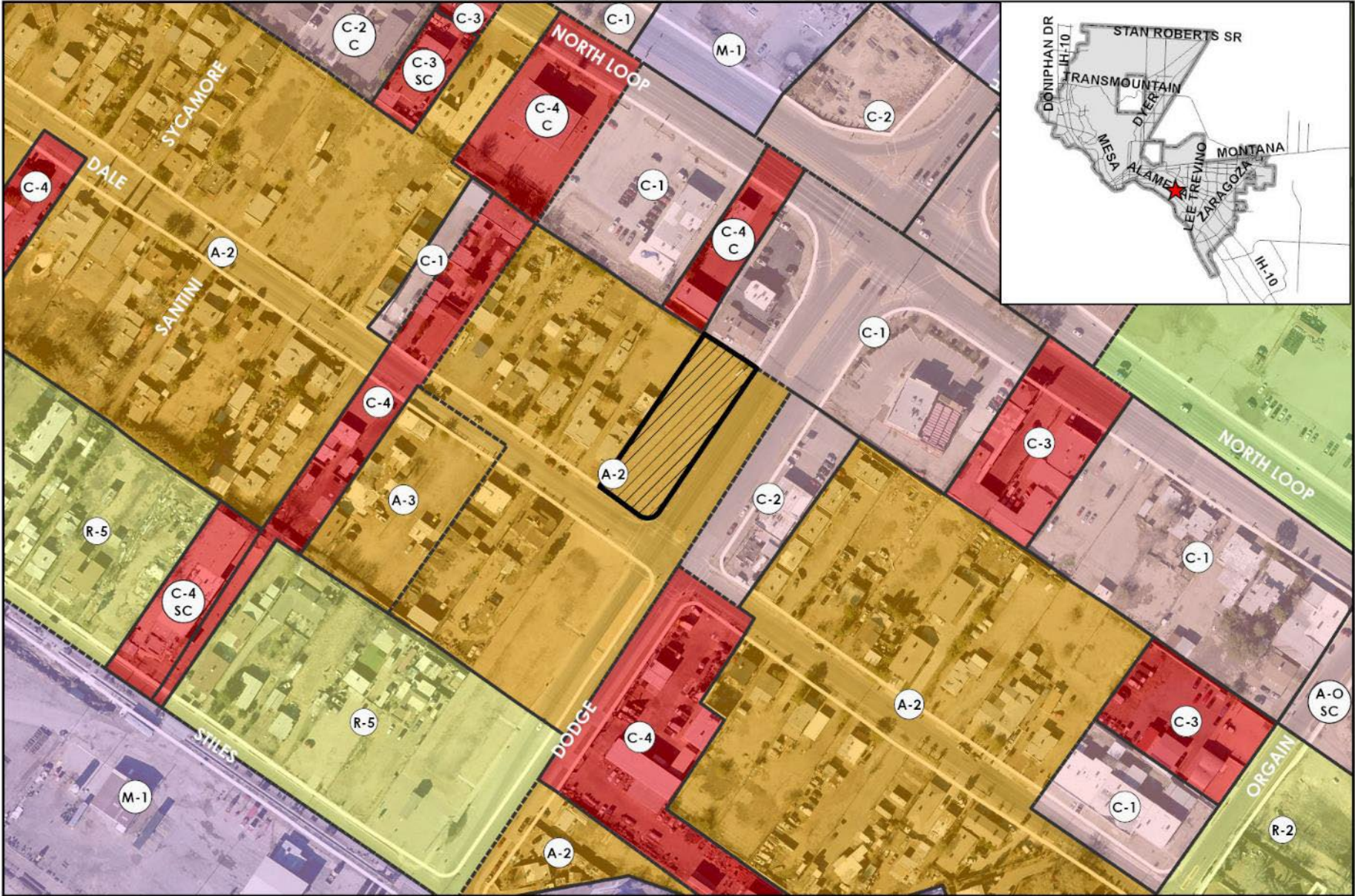
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



0 15 30 60 90 120 Feet



PZRZ21-00031



Existing Zoning A-2
(Apartment)

Proposed zoning to
C-1 (Commercial)

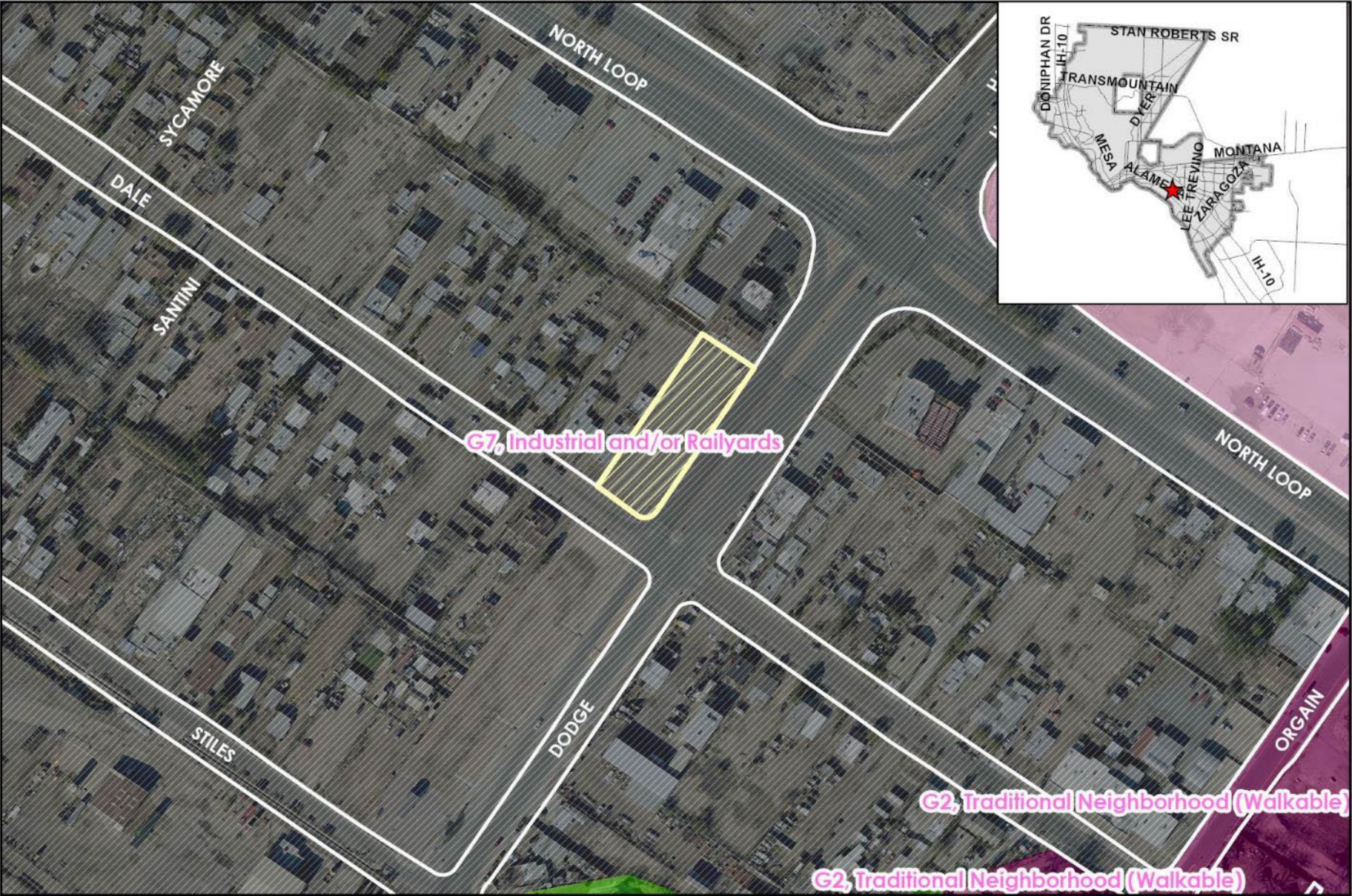
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

0 50 100 200 300 400 Feet

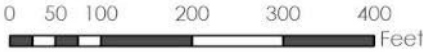




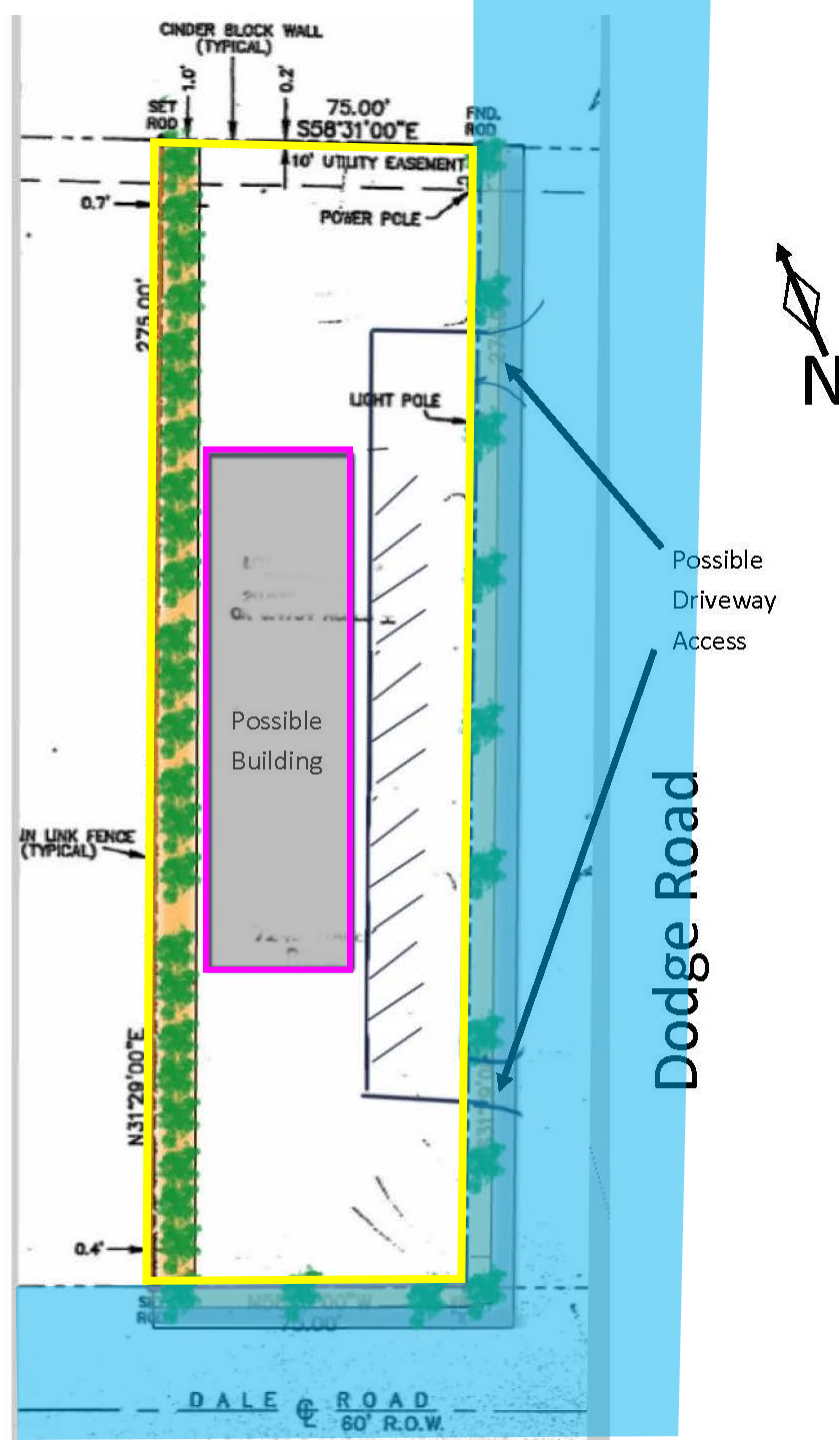
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property



Conceptual Site Plan





Subject Property

Surrounding Development



N



W



S



Public Input

- Applicant conducted extensive outreach with the neighborhood (original request was to rezone to C-4 commercial)
- Notices were mailed to property owners within 300 feet on March 23, 2022.
- The Planning Division has received one (2) emails in support; one (1) call and one petition with seventeen (17) signatures in opposition to the request.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 22-758, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

El Paso Water, Alex Vidales, (915) 594-5636

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, Special Warranty Deed and any other documents necessary to convey to Franklin Mountain Communities, LLC, approximately 1.73 acres of land being described as a portion of Section 20, Block 81, Township 1 and portion of Section 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: El Paso Water Utilities Public - Service Board (EPWater)

AGENDA DATE: Introduction – June 22, 2022
Public Hearing – July 5, 2022

CONTACT PERSON/PHONE: Alex Vidales, El Paso Water, Real Estate Manager, 915.594.5636

DISTRICT(S) AFFECTED: 4

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign a Purchase & Sale Agreement, Special Warranty Deed and any other documents necessary to convey to Franklin Mountain Communities, LLC, approximately 1.73 acres of land being described as a portion of Section 20, Block 81, Township 1 and portion of Section 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. (District 4) El Paso Water, Alex Vidales, Real Estate Manager (915) 594-5636.

BACKGROUND / DISCUSSION:

These parcels of land are owned by the City of El Paso and managed by the El Paso Water Utilities - Public Service Board (EPWU/PSB). On March 27, 2020, El Paso Water Utilities Public Service Board approved the transfer of approximately 2,313 acres of land excepting these land parcels from the land transfer to the City of El Paso.

PRIOR COUNCIL ACTION:

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

On July 23, 2019, El Paso City Council approved the Second Amendment to the Land Exchange Agreement between the City of El Paso and FSW Investments, LP.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On September 12, 2018, the El Paso Water Utilities - Public Service Board approved the transfer of one or more parcels to the City of El Paso.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ALEX VIDALES TO PICK UP THE DOCUMENTS @ 594.5636. THANK YOU.



TO: Roberta Brito
Assistant City Attorney

FROM: Alex Vidales
Real Estate Manager

THRU: Alma De Anda
Utility Land and Water Rights Manager

DATE: May 31, 2022

SUBJECT: Placement of Item on City Council Agenda

City Council authorizing the City Manager to sign a Purchase and Sale Agreement and Deed conveying approximately 1.73 acres of land being described as a portion of as a portion of Section 20, Block 81, Township 1 and portion of Section 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract No., City of El Paso, El Paso County, Texas

This is a request for review and approval of the documents necessary to place an item on the City Council agenda for approval of the above referenced sale of property from the City of El Paso to Franklin Mountain Communities, LLC. All the standard documents are attached including the DHS form, proposed Ordinance, Special Warranty Deed, and Purchase & Sale Agreement.

The subject property is City of El Paso property managed and controlled by the El Paso Water Utilities - Public Service Board (EPWater). The Public Service Board determined the land inexpedient to the system and was forwarded to City staff for consideration as required by the Joint Resolution between the City and EPWater. City staff reviewed and approved the sale. We would like to place this item on City Council agenda for introduction and public hearing for approval of the sale.

Also attached are the following documents:

Attachment A - DHS

Attachment B - Ordinance

Attachment C – Special Warranty Deed

Attachment D – Purchase & Sale Agreement

The wording of the Ordinance should be as follows:

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY THE FOLLOWING DESCRIBED REAL PROPERTY: APPROXIMATELY 1.73 ACRES OF LAND BEING DESCRIBED AS A PORTION OF SECTION 20, BLOCK 81, TOWNSHIP 1 AND PORTION OF SECTION 19, BLOCK 80, TOWNSHIP 1, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

(District 4) El Paso Water, Alex Vidales, Real Estate Manager (915) 594-5636.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEMENT, SPECIAL WARRANTY DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY TO FRANKLIN MOUNTAIN COMMUNITIES, LLC, APPROXIMATELY 1.73 ACRES OF LAND BEING DESCRIBED AS A PORTION OF SECTION 20, BLOCK 81, TOWNSHIP 1, AND A PORTION OF SECTION 19, BLOCK 80, TOWNSHIP 1, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the El Paso Water Utilities Public Service Board (EPWU/PSB) holds certain real properties in its land inventory that are owned by the City of El Paso but are under the management and control of EPWU/PSB; and,

WHEREAS, at its regular meeting on March 27, 2020, the Public Service Board approved the transfer of approximately 2,313 acres of land to the City of El Paso and excepted certain parcels of land for existing and future infrastructure; and,

WHEREAS, on October 12, 2021, Franklin Mountain Communities, LLC requested to purchase these parcels for their development.

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, Deed and any other necessary documents, in a form approved by the City Attorney's Office, conveying the following described real property:

Approximately 1.73 acres of land being a portion of Section 20, Block 81, Township 1 and portion of Section 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and more particularly described in Exhibits "A", "B" and "C" attached hereto and made a part hereof for all purposes.

(Signatures begin on following page)

ADOPTED this _____ day of _____, 2022.

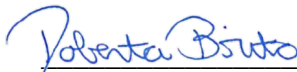
CITY OF EL PASO

Oscar Leaser,
Mayor

ATTEST:

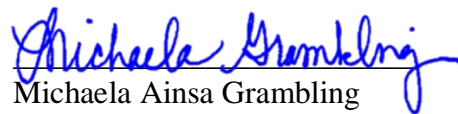
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa Grambling
Senior Assistant General Counsel

ORDINANCE NO. _____

**PURCHASE AND SALE AGREEMENT FOR
UNIMPROVED PROPERTY**

This Purchase and Sale Agreement for Unimproved Property (this "**Agreement**") is entered into by and between the **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD**, for and on behalf of THE CITY OF EL PASO, a Texas municipal corporation (the "**Seller**"), and **FRANKLIN MOUNTAIN COMMUNITIES, LLC**, a Texas limited liability company (the "**Buyer**"), in consideration of the mutual covenants, promise and undertaking of Seller and Buyer in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged. Seller and Buyer may be each referred to individually herein as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, Seller own certain real property being more particularly described by metes and bounds on **Exhibit A-1, A-2 and A-3** attached hereto and incorporated herein for all purposes (collectively with all rights, privileges and appurtenances, pertaining thereto, including, without limitation, any and all adjacent roads, alleys, easements, streets, docks, ways, strips and gores, the "**Property**");

WHEREAS, Buyer desires to purchase the Property from Seller in its "as-is, where-is and with all faults" condition; and

WHEREAS, Seller desires to sell the Property to Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and

WHEREAS, the Seller may sell the Property directly to the Buyer pursuant to the exception to the notice and bidding requirements set forth at Texas Local Government Code Section 272.001 (b) (6).

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**ARTICLE I
KEY TERMS AND PROVISIONS**

PARTIES:

"Seller" means El Paso Water Utilities by and through its Public Service Board.

"Buyer" means Franklin Mountain Communities, LLC, a Texas limited liability company.

"Escrow Agent" means WestStar Title, 601 N. Mesa, Suite 1025, El Paso, Texas 79901, Attn. Janette Coon. Telephone: (915) 747-4147; Email: Janette.Coon@weststar-title.com.

"Title Company" means WestStar Title, 601 N. Mesa, Suite 1025 El Paso, Texas 79901, Attn. Janette Coon. Telephone: (915) 747-4147; Email: Janette.Coon@weststar-title.com.

DATES:

"Effective Date" means the date this Agreement is receipted by the Title Company on the space provided for in this Agreement.

“Inspection Period” means a period of thirty (30) days, beginning on the Effective Date, during which Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property in accordance with the terms of Section 5.1.

“Closing Date” means the date on which the Closing shall occur, which date shall be on or before fifteen (15) days after the expiration of the Inspection Period, provided that an ordinance (the “Ordinance”) approving the sale of the Property by the City of El Paso has been passed as set forth in paragraph 12.1(f). The Closing Date shall be extended until such time as the Ordinance is passed but in no event more than fifteen (15) days after its passage.

FINANCIAL TERMS:

“Earnest Money” means the sum of FIVE HUNDRED DOLLARS AND ZERO CENTS (\$500.00).

“Independent Consideration” means the portion of the Earnest Money in the amount of ONE HUNDRED DOLLARS AND ZERO CENTS (\$100.00) which amount the parties have bargained for and agreed to as consideration for Seller's grant to Buyer of Buyer's exclusive right to purchase the Property pursuant to the terms hereof and for Seller's execution of this Agreement.

“Sales Price” means THIRTEEN THOUSAND NINE HUNDRED AND THIRTY-FIVE DOLLARS AND EIGHTY-TWO CENTS (\$13,935.82).

ARTICLE II OTHER DEFINITIONS

2.1 Defined Terms. Capitalized terms in this Agreement shall be defined as follows:

“Agreement” means this Purchase and Sale Agreement.

“Applicable Laws” means any applicable building, zoning, subdivision, environmental, health, safety or other governmental laws, statutes, ordinances, resolutions, rules, codes, regulations, orders or determinations of any Governmental Authority or of any insurance boards of underwriters (or other body exercising similar functions), or any restrictive covenants or deed restrictions affecting the Property or the ownership, operation, use, maintenance or condition thereof.

“Authorizations” means all licenses, permits and approvals required by any governmental or quasi-governmental agency, body, department, commission, board, bureau, instrumentality or office, or otherwise appropriate with respect to the construction, ownership, operation, leasing, maintenance, or use of the Property or any part thereof.

“Business Day” means Monday through Friday, that is not a Legal Holiday.

“Buyer Parties” means Buyer and Buyer's contractors, employees, agents and representatives.

“Claims” means any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorneys' fees whether suit is instituted or not) whether known or unknown, liquidated or contingent.

“Closing” means the closing of the sale and delivery of the closing documents as applicable and

release of the Sales Price to Seller in accordance with Sections 7.1 and 7.2 hereof.

“Condemnation” means a fee simple taking or a limitation or denial of use, temporary or permanent, by a body having the power of eminent domain.

“Confirmations” means shall have the meaning given such term in Section 11.2 (c) hereof.

“Deed” means a duly executed and acknowledged Special Warranty Deed.

“Due Diligence Information” means any and all information in Seller’s possession related to the property and such other information called for in Section 6.5, together with the Title Binder and Survey.

“Earnest Money Deposit” means the Earnest Money, along with any interest earned on the Earnest Money.

“Existing Survey” means Seller’s most recent existing survey of the Land.

“Facilities” shall have the meaning provided in Section 3.3 hereof.

“Facilities Easement” shall have the meaning provided in Section 3.3 hereof.

“Federal Tax Law” means the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act as amended.

“FIRPTA Certificate” means the affidavit of Seller under Section 1445 of the Internal Revenue Code, as amended, certifying that Seller is not a foreign corporation, foreign partnership, foreign trust, foreign estate or Foreign Person (as those terms are defined in the Internal Revenue Code and regulations promulgated thereunder), in form and substance satisfactory to Buyer.

“Foreign Person” means a person as defined in the Federal Tax Law.

“Governmental Authority” means any federal, state, county, municipal or other government or any governmental or quasi-governmental agency, department, commission, board, bureau, officer or instrumentality, foreign or domestic, or any of them.

“Hazardous Materials” means any chemical substance: (i) which is or becomes defined as a “hazardous substance,” “hazardous waste,” “hazardous material,” “pollutant,” “contaminant,” or “toxic,” “explosive,” “corrosive,” “flammable,” “infectious,” “radioactive,” “carcinogenic,” or “mutagenic” material under any law, regulation, rule, order, or other authority of the federal, state or local governments, or any agency, department, commission, board, or instrumentality thereof, regarding the protection of human health or the environment from such chemical substances including, but not limited to, the following federal laws and their amendments, analogous state and local laws, and any regulations promulgated thereunder: the Clean Air Act, the Clean Water Act, the Oil Pollution Control Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1986, the Emergency Planning and Community Right to Know Act, the Solid Waste Disposal Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, the Federal Insecticide, Fungicide and Rodenticide Act, and the Toxic Substances Control Act, including, without limitation, asbestos and gasoline and other petroleum products (including crude oil or any fraction thereof); (ii) without limitation, which contains gasoline, diesel fuel or other petroleum hydrocarbons; (iii) without limitation, which contains drinking biphenyls or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or (iv) without limitation, radon gas.

"Legal Holiday" means a date in which the Federal, State or local government is not open for business.

"New Survey" means an updated survey or surveys of the Land in a form acceptable to Buyer.

"Non-Permitted Encumbrances" means (i) all deeds of trust that Seller or its predecessors has or have granted and that are recorded against the Property; (ii) easements, restrictions, liens, encumbrances or other instruments related to the Property created or recorded after the Effective Date; (iii) mechanics', materialmen's and other similar statutory liens arising from work performed or materials supplied in connection with the Property unless arising out of the acts of Buyer or Buyer Parties; or (iv) any other lien of a definite or ascertainable amount which may be removed by the payment of money.

"Ordinance" shall mean the ordinance passed by the City Council of the City of El Paso, Texas approving the sale of the Property (*see also* the defined term *Closing Date*).

"Permitted Exceptions" means the exceptions shown on the Title Binder that Buyer either approves or is deemed to have approved pursuant to Section 6.3 but excluding the Non-Permitted Encumbrances.

"Person" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a Governmental Authority.

"Property" shall have the definition as set forth in the Recitals of this Agreement.

"Representations" means representations, warranties, covenants and certifications.

"Seller Parties" means Seller and/or any agent, advisor, representative, employee, or other person or entity acting on Seller's behalf or otherwise related or affiliated with Seller.

"State" means the State of Texas.

"Survey" means collectively the Existing Survey and New Survey.

"Surviving Obligations" means the obligations and rights that by their terms expressly survive Closing or termination of this Agreement.

"Title Binder" means a title commitment covering the Land, binding the Title Company to issue the Title Policy in the full amount of the Sales Price at the Closing in accordance with Section 6.2 herein.

"Title Policy" means a Texas Owner's Policy of Title Insurance on the standard form of policy prescribed by the Texas State Board of Insurance in the full amount of the Sales Price.

ARTICLE III **PURCHASE AND SALE**

3.1 Sale of Property. Upon the terms and conditions in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy the Property from Seller.

3.2 Closing Costs. Unless otherwise provided herein or already paid outside of Closing, at Closing all other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among Buyer and Seller as is customary in El Paso, Texas, and each party shall pay its own attorneys' fees.

3.3 Access to EPWater Facilities After Closing. Buyer acknowledges and agrees that Seller will require access to its existing utility infrastructure (the "**Facilities**") for a period of time after the Closing until the Buyer's subdivision plat is recorded, and Buyer agrees to grant Seller a permanent easement granting access to the Facilities (the "**Facilities Easement**") as shown on the map attached hereto as **Exhibit B** and in the form attached hereto as **Exhibit C** and incorporated fully herein for the purpose of relocating the Facilities to a new right of way.

ARTICLE IV **SALES PRICE AND EARNEST MONEY**

4.1 Amount and Payment of Sales Price. The Buyer shall pay to Seller the Sales Price in immediately available funds at Closing.

4.2 Earnest Money. Buyer shall deposit the Earnest Money with Escrow Agent, within five (5) Business Days after the Effective Date.

4.3 Earnest Money Deposit. The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

4.4 Independent Consideration. Upon deposit, the Independent Consideration will be earned by Seller and will be non-refundable under any circumstances. The Independent Consideration is in addition to and independent of any other consideration or payment provided in this Agreement. The Independent Consideration shall be credited against the Sales Price if the Closing occurs.

ARTICLE V **INSPECTION PERIOD**

5.1 Property Condition Investigation. During the Inspection Period, Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property, including, but not limited to review of conditions (physical and financial), all information, contracts and agreements and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Buyer's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Land.

5.2 Access. Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer Parties will have the right to enter the Land to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 5.1 above; provided that, Buyer must coordinate with Seller at least seventy-two (72) hours in advance before entering onto Land at any time prior to Closing.

5.3 Termination During Inspection Period. Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money Deposit, less the Independent Consideration, shall be refunded to

Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 5.3. Upon expiration of the Inspection Period the Earnest Money Deposit, shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Sales Price or returned to Seller, at the election of Seller in its sole discretion.

ARTICLE VI

SURVEY, TITLE BINDER AND OTHER DOCUMENTS

6.1 Survey. Buyer may obtain a New Survey at its cost. If Buyer obtains a New Survey, the metes and bounds description of the Land contained in the New Survey will be used for purposes of describing the Land in the Deed.

6.2 Title Binder. Within twenty (20) days after the Effective Date, Buyer will, at Buyer's expense, deliver or cause to be delivered to Buyer and Seller a Title Binder. In addition, the Title Binder will include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Parties further instruct the Title Company that Schedule B of the Title Policy to be issued at the Closing must comply with the following requirements: (a) the exception for restrictive covenants must be annotated "none of record" or, if applicable, "none of record except...(restrictions listed)"; (b) the exceptions for taxes must reflect only the current year; (c) no exceptions shall be permitted for "visible and apparent easements" or words to that effect; (d) no exception shall be permitted for "rights of parties in possession"; (e) the "survey deletion" shall be deleted except for shortages in area, at Buyer's option and at Buyer's expense; and (f) at Buyer's election, be accompanied by a T-19.1 Endorsement at the expense of Buyer.

6.3 Buyer's Approval of Title and Survey. Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or the Survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer. In the event Buyer delivers the Go Forward Notice to Seller, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured. Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

6.4 Compliance. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Land and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Land.

ARTICLE VII

CLOSING

7.1 Closing Date. The Closing shall take place on the Closing Date, as otherwise extended, at the offices of Escrow Agent unless otherwise agreed by Seller and Buyer. Notwithstanding the forgoing, Seller and Buyer agree that the Closing can be accomplished by the Parties' delivery of closing documents

to Escrow Agent via mail or other delivery method acceptable to Escrow Agent and that neither party is required to be physically present at the office of Escrow Agent for the Closing to occur.

7.2 Seller's Obligations. At the Closing, Seller shall deliver in-escrow to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

(a) The Deed, in the form mutually acceptable to the parties (subject on only the Permitted Exceptions and to such changes as are required by Applicable Law, local recording requirements and/or customary real estate practices in the jurisdiction in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes).

(b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Title Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property.

(c) The FIRPTA Certificate.

(d) Appropriate resolutions of Seller, together with all other necessary approvals and consents of Seller and such documentary and other evidence as may be reasonably required by Buyer or Escrow Agent, authorizing and evidencing the authorization of (i) the execution on behalf of Seller of this Agreement and the authority of the person or persons who are executing the various documents to be executed and delivered by Seller prior to, at or otherwise in connection with the Closing, and (ii) the performance by Seller of its obligations hereunder and under such documents.

(e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

7.3 Buyer's Obligations. At Closing, Buyer shall:

(a) Pay the Sales Price.

(b) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

7.4 Seller and Buyer Obligations. At the Closing, Seller and Buyer will mutually execute and deliver the following:

A final closing statement reflecting the Sales Price and the adjustments and prorations required hereunder and the allocation of income and expenses required hereby.

7.5 Closing Costs. All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among Buyer and Seller as is customary in El Paso, Texas. Except as provided in Section 14.3, each party shall pay its own attorneys' fees.

ARTICLE VIII **BROKER'S FEES**

Buyer and Seller represent and warrant to each other that they have not engaged and will not engage during the pendency of this Agreement the services of any real estate broker or real estate agent in connection with this transaction.

ARTICLE IX CASUALTY LOSS

9.1 Risk of Loss. The risk of any loss or damage to the Land and Improvements prior to the recordation of the Deed shall remain upon Seller. If any such material loss or material damage occurs prior to Closing, Buyer shall have the right to terminate this Agreement. If Buyer elects not to terminate this Agreement, all insurance proceeds and rights to proceeds arising out of such loss or damage shall be paid or assigned, as applicable, to Buyer at Closing (less any money spent disputing the valuation) and Buyer shall receive as a credit against the Sales Price the amount of any deductibles under the policies of insurance covering such loss or damage. If Buyer elects to terminate this Agreement by giving Seller written notice thereof prior to the Closing, the Earnest Money Deposit shall be promptly returned to Buyer and all rights and obligations of Seller and Buyer hereunder (except those set forth herein which expressly survive a termination of this Agreement) shall terminate immediately.

ARTICLE X CONDEMNATION

10.1 Condemnation. In the event of any actual or threatened Condemnation, of all or any portion of the Land or Improvements, or any proposed sale in lieu thereof, Seller shall give written notice thereof to Buyer promptly after Seller learns or receives notice thereof. If all or any part of the Land or Improvements is, or is to be, so condemned or sold pursuant to Condemnation, Buyer shall have the right to terminate this Agreement. If Buyer elects not to terminate this Agreement, all proceeds, awards and other payments arising out of such Condemnation or sale (actual or threatened) shall be paid or assigned, as applicable, to Buyer at Closing. Seller shall not settle or compromise any such proceeding without Buyer's written consent. If Buyer elects to terminate this Agreement by giving Seller written notice thereof prior to the Closing, the Earnest Money Deposit shall be promptly returned to Buyer and all rights and obligations of Seller and Buyer hereunder (except those set forth herein which expressly survive a termination of this Agreement) shall terminate immediately.

ARTICLE XI WARRANTIES, REPRESENTATIONS AND COVENANTS

11.1 Seller Representations and Warranties. Seller represents and warrants to Buyer as of the Effective Date and the Closing Date, that:

(a) **Authority to Sell.** Seller has the legal authority to sell the Property and has retained all necessary approvals or consents required to consummate the sale of the Property under the terms of this Agreement.

(b) **Organization and Power.** Seller has all requisite powers and all governmental licenses, authorizations, consents and approvals to carry on its business as now conducted and to enter into and perform its obligations hereunder and under any document or instrument required to be executed and delivered on behalf of Seller hereunder.

(c) Authorization and Execution. This Agreement has been duly authorized by all necessary action on the part of Seller, has been duly executed and delivered by Seller, constitutes the valid and binding agreement of Seller and is enforceable in accordance with its terms. There is no other person or entity who has an ownership interest in the Property or whose consent is required in connection with Seller's performance of its obligations hereunder. The person executing this Agreement on behalf of Seller has the authority to do so.

(d) Non-contravention. The execution and delivery of, and the performance by Seller of its obligations under, this Agreement do not and will not contravene, or constitute a default under, any provision of Applicable Law or regulation, Seller's governing documents or any agreement, judgment, injunction, order, decree or other instrument binding upon Seller or to which the Property is subject, which would be likely to have a material adverse effect on the ability of Seller to consummate the transactions set forth herein or result in the creation of any lien or other encumbrance on all or any asset of Property. There are no outstanding agreements (written or oral) pursuant to which Seller (or any predecessor to or representative of Seller) has agreed to sell or has granted an option or right of first refusal to purchase the Property or any part thereof.

(e) Title to Land. (1) Seller is the sole owner of fee simple absolute title to the Land; (2) Seller is legally authorized to sell the Land; (3) Seller has satisfied all obligations necessary to consummate the sale of the Land, including but not limited obtaining all bond conditions/covenant releases.

(f) No Special Taxes. Seller has no actual knowledge of, nor has it received any notice of, any special taxes or assessments relating to the Property or any part thereof or any planned public improvements that may result in a special tax or assessment against the Property.

(g) Compliance with Existing Laws. To Seller's actual knowledge, Seller possesses all Authorizations, each of which is valid and in full force and effect, and no provision, condition or limitation of any of the Authorizations has been breached or violated. To Seller's actual knowledge, Seller has not misrepresented or failed to disclose any relevant fact in obtaining any Authorizations, and Seller has no knowledge of any change in the circumstances under which those Authorizations were obtained that result in their termination, suspension, modification or limitation. Seller has no actual knowledge, nor has it received notice within the past three (3) years, of any existing or threatened violation of any provision of any Applicable Laws including, but not limited to, those of environmental agencies or insurance boards of underwriters with respect to the ownership, operation, use, maintenance or condition of the Property or any part thereof or requiring any repairs or alterations to the Property other than those that have been made prior to the date hereof. Seller has no knowledge, nor has it received notice within the past three (3) years, of any existing or threatened violation of any restrictive covenants or deed restrictions affecting the Property.

(h) Condemnation Proceedings; Roadways. Seller has received no notice of any Condemnation or eminent domain proceeding pending or to Seller's actual knowledge threatened against the Property or any part thereof. Seller has no knowledge of any change or proposed change in the route, grade or width of, or otherwise affecting, any street, creek or road adjacent to or serving the Land.

(i) Actions or Proceedings. There is no action, suit or proceeding pending or, to Seller's actual knowledge, known to Seller to be threatened against or affecting Seller in any court, before any arbitrator or before or by any Governmental Authority which (a) in any manner raises any question affecting the validity or enforceability of this Agreement or any other agreement or instrument to which Seller is a party or by which it is bound and that is or is to be used in connection with, or is contemplated by, this Agreement, (b) would materially and adversely affect the business, financial position or results of operations of Seller or the Property, (c) would materially and adversely affect the ability of Seller to perform

its obligations hereunder, or under any document to be delivered pursuant hereto, (d) could create a lien on the Property, any part thereof or any interest therein, (e) concerns any past or present employee of Seller or its managing agent or (f) would otherwise adversely affect the Property, any part thereof or any interest therein or the use, operation, condition or occupancy thereof.

(j) Hazardous Substances. To Seller's actual knowledge, neither Seller nor any previous owner, tenant, occupant or user of the Property, nor any other person, has engaged in or permitted any operations or activities upon, or any use or occupancy of the Property or any portion thereof, for the purpose of or in any way involving the handling, manufacture, treatment, storage, use, generation, release, discharge, refining, dumping or disposal of any Hazardous Materials on, under, in or about the Property in violation of any Applicable Laws. To Seller's actual knowledge, no Hazardous Materials have migrated from or to the Property upon, about, or beneath other properties in violation of any Environmental Requirements. To Seller's actual knowledge, neither the Property nor its existing or prior uses fail or failed to materially comply with Environmental Requirements. Seller has no actual knowledge of any permits, licenses or other authorizations which are required under any Environmental Requirements with regard to the current uses of the Property which have not been obtained and complied with. Seller has not received any written notice concerning any alleged violation of Environmental Requirements in connection with the Property or any liability for Environmental Damages in connection with the Property for which Seller (or Buyer after Closing) may be liable. To Seller's knowledge, no Hazardous Materials are constructed, deposited, stored or otherwise located on, under, in or about the Property in violation of any Environmental Requirements. To Seller's knowledge, there exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, summons or investigation, pending or threatened, relating to any alleged violation of Environmental Requirements on the Property, or from the suspected presence of Hazardous Materials thereon, or relating to any Environmental Damages and, other than temporary storage of deliveries of fertilizer for the golf course in the ordinary course of business and two above-ground fuel tanks for unleaded and diesel fuel, no underground or above ground chemical treatment or storage tanks, or gas or oil wells are located on the Property.

(k) Access. Seller has no actual knowledge of any pending or threatened governmental proceeding or any other fact or condition which would limit or result in the termination of the Property's existing access to and from public streets or roads.

(l) No Commitments. To Seller's actual knowledge, no commitments have been made to any Governmental Authority, utility company, school board, church or other religious body, or any homeowners' association or any other organization, group or individual, relating to the Property which would impose an obligation upon Buyer to make any contribution or dedication of money or land or to construct, install or maintain any improvements of a public or private nature on or off the Property.

(m) Seller Is Not a "Foreign Person". Seller is not a "Foreign Person" within the meaning of Section 1445 of the Internal Revenue Code, as amended (i.e., Seller is not a foreign corporation, foreign partnership, foreign trust, foreign estate or Foreign Person as those terms are defined in the Internal Revenue Code and regulations promulgated thereunder).

(n) Notwithstanding anything in this Agreement to the contrary, any and all references to "Seller's actual knowledge" or words of similar import shall be deemed to refer to the current actual knowledge of Ms. Marcela Navarrete.

11.2 Seller's Covenants. Seller hereby covenants and agrees with Buyer, after the date specified in each covenant below:

(a) No Marketing. Seller shall not market the Property for sale or enter into discussions or negotiations with potential Buyers of the Property during the pendency of this Agreement.

(b) Rights of First Refusal and Options. Seller shall provide Buyer with satisfactory evidence of the waiver of any and all rights of first refusal or options related to the Property that may have been granted to any party.

(c) Confirmations. After the Effective Date, Seller will deliver to Buyer, in a form reasonably acceptable to Buyer in its sole discretion, written confirmation from Seller, confirmation that the Property has been deemed inexpedient.

ARTICLE XII

CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

12.1 Conditions for Buyer's Benefit. The obligations of Buyer to consummate the transaction contemplated hereby are subject to the following conditions:

(a) Seller's Deliveries. Seller shall have delivered to or for the benefit of Buyer, on or before the Closing Date, all of the documents and other information required of Seller pursuant to Sections 7.2 and 7.4 hereof.

(b) Representations, Warranties and Covenants; Obligations of Seller; Certificate. All of Seller's representations and warranties made in this Agreement shall be true and correct in all material respects as of the date hereof and as of the date of Closing as if then made; there shall have been no material adverse change in the business conducted at the Property or the financial results thereof from the date of acceptance of this Agreement; Seller shall have performed in all material respects all of its covenants and other obligations under this Agreement.

(c) Title Insurance. Good and indefeasible fee simple title to the Land shall be insurable as such by the Title Company, at its lowest rates allowed by law, subject only to Permitted Exceptions as determined in accordance with Section 6.3 hereof and including, without limitation, all applicable deletions of standard exceptions and endorsements permitted under applicable state law which are customarily required by institutional investors purchasing property comparable to the Property.

(d) Survey. The Survey shall be adequate for the Title Company to delete any exception for general survey matters in the Owner's Title Policy except for "shortages in area".

(e) Title to Property. Seller shall be the sole owner of good and indefeasible fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, conditions and agreements except for Permitted Title Exceptions. Seller shall not have taken any action or permitted or suffered any action to be taken by others from the date hereof and through and including the date of Closing that would adversely affect the status of title to the Property.

Each of the conditions contained in this Section are intended for the benefit of Buyer and may be waived in whole or in part, by Buyer, but only by an instrument in writing signed by Buyer.

12.2 Default by Seller/Failure of Conditions Precedent. If any condition set forth herein for the benefit of Buyer cannot or will not be satisfied prior to Closing, or upon the occurrence of any other event that

would entitle Buyer to terminate this Agreement and its obligations hereunder, and if Seller fails to cure any such matter or satisfy that condition within ten (10) business days after notice thereof from Buyer (or such other time period as may be explicitly provided for herein), Buyer, at its option, may elect (a) to terminate this Agreement, in which event (i) the Earnest Money Deposit shall be promptly returned to Buyer, and (ii) all other rights and obligations of Seller and Buyer hereunder (except Surviving Obligations) shall terminate immediately; or (b) elect to proceed to Closing.

ARTICLE XIII **CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE**

13.1 Conditions for Seller's Benefit. The obligations of Seller to consummate the transaction contemplated hereby are subject to the following conditions, any of which, if not fulfilled by the Closing or as otherwise provided herein, shall entitle Seller (at its option) to terminate this Agreement and retain the Earnest Money Deposit:

(a) The transactions contemplated under this Agreement to be effected on the Closing Date shall not have been restrained or prohibited by any injunction or order or judgment rendered by any court or other governmental agency of competent jurisdiction and no proceeding shall have been instituted and be pending in which any creditor of Buyer or any other person seeks to restrain such transactions or otherwise to attach any of the Property;

(b) Buyer shall have timely complied with its obligations hereunder;

(c) All warranties and representations made by Buyer herein shall be true and correct in all respects.

ARTICLE XIV **DEFAULT**

14.1 Buyer's Default. If Buyer defaults in its obligations hereunder to deliver the Sales Price at the time required by this Agreement and close on the purchase of the Property on the Closing Date, then, Buyer shall forfeit the Earnest Money Deposit, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither party shall be obligated to proceed with the purchase and sale of the Property. If, Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than 10 days after written notice from Seller, then Buyer shall forfeit the Earnest Money Deposit, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither party shall be obligated to proceed with the purchase and sale of the Property. The Earnest Money Deposit is liquidated damages and recourse to the Earnest Money Deposit is, except for Buyer's indemnity and confidentiality obligations hereunder, Seller's sole and exclusive remedy for Buyer's failure to perform its obligation to purchase the Property or breach of a representation or warranty. Seller expressly waives the remedies of specific performance and additional damages for such default by Buyer. **SELLER AND BUYER ACKNOWLEDGE THAT SELLER'S DAMAGES WOULD BE DIFFICULT TO DETERMINE, AND THAT THE EARNEST MONEY DEPOSIT IS A REASONABLE ESTIMATE OF SELLER'S DAMAGES RESULTING FROM A DEFAULT BY BUYER IN ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER AND BUYER FURTHER AGREE THAT THIS SECTION 14.1 IS INTENDED TO AND DOES LIQUIDATE THE AMOUNT OF DAMAGES DUE SELLER, AND SHALL BE SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, BOTH AT LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY BUYER OF ITS OBLIGATION TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THIS CONTRACT, OTHER**

**THAN WITH RESPECT TO BUYER'S INDEMNITY AND CONFIDENTIALITY OBLIGATIONS
HEREUNDER.**

14.2 Seller's Default. If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value, including the Earnest Money Deposit, provided by Buyer hereunder shall be returned to Buyer as its sole recoverable damages.

14.3 Attorneys' Fees. Any signatory to this Agreement who is the prevailing party against any other signatory in any legal proceeding brought under or with relation to this Agreement or sale transaction shall be additionally entitled to recover from the non-prevailing party court costs, reasonable attorneys' fees, and all other litigation expenses, including deposition, travel, and expert witness costs and fees.

14.4 Liability of Parties. Except for obligations expressly assumed or agreed to be assumed by Buyer hereunder, Buyer is not assuming any obligations of Seller or any liability for Claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date, to the extent allowed by law, and Seller hereby indemnifies and holds Buyer harmless from and against any and all Claims, costs, penalties, damages, losses, liabilities and expenses (including reasonable attorneys' fees) that may at any time be incurred by Buyer as a result of (1) obligations of Seller not expressly assumed or agreed to be assumed by Buyer hereunder, or (2) acts, omissions or occurrences which occur, accrue or arise prior to the Closing Date. The provisions of this Section shall survive the Closing of the transaction contemplated hereby.

**ARTICLE XV
NOTICES**

Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when addressed to the intended recipient at the address provided below: (a) three (3) Business Days after being deposited in the United States mail, postage fully prepaid, registered or certified mail, return receipt requested; (b) one (1) Business Day after being deposited with a nationally recognized overnight courier, postage fully prepaid; or (c) sent by fax transmission upon transmission and confirmation of receipt; provided any notice sent by fax transmission will be followed by delivery using method (b), above, deposited on the following Business Day. Any address for notice may be changed by giving notice thereof as provided in this Section. The addresses and fax numbers for notice purposes are as follows:

Seller: El Paso Water Utilities Public Service Board
Attention: John Balliew
President/CEO
1154 Hawkins Blvd.
El Paso, Texas 79925
(915) 594-5595

with a copy to El Paso Water Utilities Public Service Board
Attention: Alma DeAnda
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, Texas 79925
ADeAnda@epwater.org

Buyer: FRANKLIN MOUNTAIN COMMUNITIES, LLC
 c/o Yolanda Giner
 123 W. Mills Ave. Suite 600
 El Paso, Texas 79901
 (915) 504-7100

ARTICLE XVI
MISCELLANEOUS

16.1 Integration. This Agreement contains the complete agreement among the parties and the Brokers. It cannot be varied except by the written agreement of the Buyer and Seller. The parties agree that there are no oral agreements, understandings, representations, or warranties that are not expressly set forth herein.

16.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns, when such are not proscribed by this Agreement.

16.3 Omitted

16.4 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party preparing this Agreement or any part hereof.

16.5 Time of the Essence. Time is of the essence of this Agreement. If the expiration of the Inspection Period or the Closing Date falls on a Saturday, Sunday or a Legal Holiday, then the Inspection Period and/or the Closing Date shall be the first Business Day after the Saturday, Sunday or Legal Holiday.

16.6 Governing Law. This Agreement shall be construed under in accordance with the laws of the state of Texas. Venue shall be in El Paso, Texas.

16.7 Assignment. Buyer may assign this Agreement or any of its rights hereunder to the City of El Paso Municipal Management District No.1 with the consent of the President of the El Paso Water Utilities Public Service Board.

16.8 Exhibits

Exhibit A – Property Description

Exhibit B- Map of the Facilities Easement

Exhibit C- Facilities Easement Form

EXECUTED by Seller on this the 9th day of June, 2022.

SELLER:

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

By: Marcela Navarrete
Marcela Navarrete
Vice President

APPROVED AS TO FORM:

Michaela Ainsa Grambling
Michaela Ainsa Grambling
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

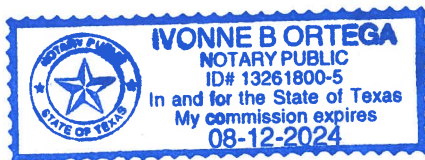
Alma De Anda
Alma De Anda
Utility Land & Water Rights Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the 9th day of June, 2022, by **MARCELA NAVARRETE, VICE PRESIDENT**, on behalf of the El Paso Water Utilities Public Service Board.

Notary Seal:



[Signature]
Notary Public, State of Texas

Commission Expires: 08-12-2024

EXECUTED by Buyer on this the 8th day of June, 2022.

BUYER:

**FRANKLIN MOUNTAIN COMMUNITIES,
LLC, a Texas Limited Liability Company**

By: 

Name: Ryan Burkhardt

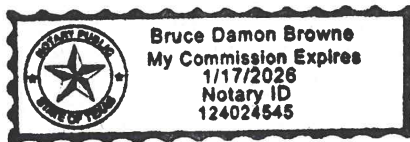
Title: President

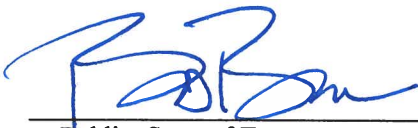
ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF Dallas ~~EL PASO~~)

This instrument was acknowledged before me on this the 8th day of June, 2022, by Ryan Burkhardt, President of Franklin Mountain Communities, LLC, a Texas liability company, on behalf of said company.

Notary Seal:




Notary Public, State of Texas

Commission Expires: 1/17/2026

EXECUTED on this the ____ day of _____, 2022.

THE CITY OF EL PASO
a Municipal Corporation

By: _____

Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the ____ day of _____ 2022, by
Tomás González, City Manager of the City of El Paso.

Notary Seal:

Notary Public, State of Texas

Commission Expires: _____

This Agreement has been received and reviewed by the Title Company this the _____ day of _____, 20____. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the escrow agent for the parties, under the Agreement will be treated as confidential information.

TITLE COMPANY:

WestStar Title Company

By: _____
Its: _____

EXHIBIT "A-1"
PROPERTY DESCRIPTION

LEGAL DESCRIPTION

BEING a tract of land situated in Section 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5419, City of El Paso, El Paso County, Texas, and being all of a tract of land described as "PARCEL 6B" in Declaration and Grant of Easements and Restrictions to City of El Paso Public Service Board (PSB) recorded in Instrument No. 20200059840 of the Official Public Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a point in the west right-of-way line of McCombs Street - Farm to Market Road No. 2529 (150-foot wide right-of-way); from said point a 2-inch iron pipe found for the common corner of Sections 13 and 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys and Sections 18 and 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys bears North 30°24'25" East, a distance of 158.13 feet;

THENCE South 1°57'20" West, along the said west right-of-way line of McCombs Street, a distance of 2045.96 feet to a point;

THENCE departing the said west right-of-way line of McCombs Street, North 88°01'01" West, a distance of 50.00 feet to a point for the northeast corner of a called 11.2965 acre tract of land described in Special Warranty Deed to Franklin Mountain Communities, LLC recorded in Instrument No. 20210037465 of said Official Public Records;

THENCE South 1°57'20" West, along the east line of said 11.2965 acre tract, a distance of 464.62 feet to a point for the southeast corner of said 11.2965 acre tract, and being the northeast corner of said "PARCEL 6B", and being the **POINT OF BEGINNING**;

THENCE South 1°57'20" West, along the east line of said "PARCEL 6B", a distance of 20.00 feet to a point for the southeast corner of said "PARCEL 6B";

THENCE North 87°59'29" West, along the south line of the said "PARCEL 6B", a distance of 1059.74 feet to a 1/2-inch iron rod with plastic cap stamped "TX 8223" found for the southwest corner of said "PARCEL 6B";

THENCE North 1°58'59" East, along the west line of the said "PARCEL 6B", a distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "TX 8223" found for the northwest corner of said "PARCEL 6B";

THENCE South 87°59'29" East, along the north line of the said "PARCEL 6B", a distance of 1059.73 feet to the **POINT OF BEGINNING** and containing 0.4866 acres or 21,195 square feet of land, more or less.

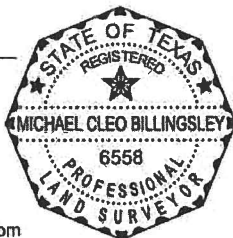
NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the 0.4866 acre tract.

M.C. Billingsley 8/10/21
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



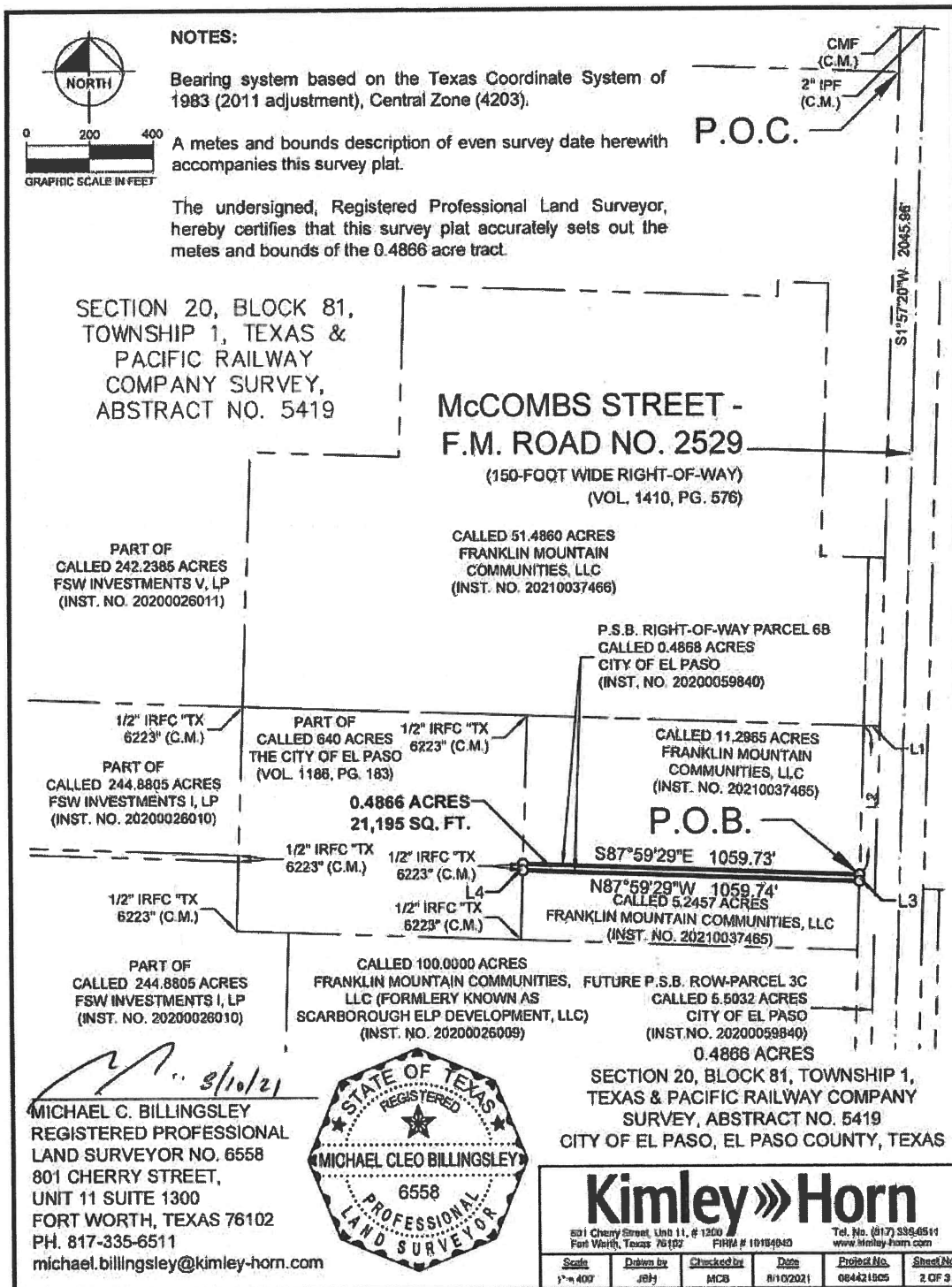
0.4866 ACRES
SECTION 20, BLOCK 81, TOWNSHIP 1,
TEXAS & PACIFIC RAILWAY COMPANY
SURVEY, ABSTRACT NO. 5419
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
Tel. No. (817) 335-6511
www.kimley-horn.com

Role	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JRH	MCS	8/10/21	004421505	1 OF 3

BILLINGSLEY, MICHAEL 8/10/2021 8:10 AM KFTW SURVEY 1004421505-2300 ACRES EL PASO DVG 06421505-2300 ACRES EL PASO EX PSB PARCEL 6B DVG



LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°01'01"W	50.00'
L2	S01°57'20"W	464.62'
L3	S01°57'20"W	20.00'
L4	N01°58'58"E	20.00'

0.4866 ACRES
SECTION 20, BLOCK 81, TOWNSHIP 1,
TEXAS & PACIFIC RAILWAY COMPANY
SURVEY, ABSTRACT NO. 5419
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, N 1300
Fort Worth, Texas 76102

FIRM # 10184040

Tel. No. (817) 335-8511
www.Kimley-Horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
ASB	JBH	MCE	8/10/2021	054423505	3 OF 3

BILLINGSLEY, MICHAEL 07/10/2021 10:19 AM K:\FTW SURVEY\054423505-2300 ACRES EL PASO\DWG\054423505-2300 ACRES EL PASO EX P&B PARCEL 68.DWG

EXHIBIT "A-2"

PROPERTY DESCRIPTION

LEGAL DESCRIPTION

BEING a tract of land situated in Section 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5419, City of El Paso, El Paso County, Texas, and being part of a tract of land described as "PARCEL 6A" in Declaration and Grant of Easements and Restrictions to City of El Paso Public Service Board (PSB) recorded in Instrument No. 2020059840 of the Official Public Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a point in the west right-of-way line of McCombs Street - Farm to Market Road No. 2529 (150-foot wide right-of-way); from said point a 2-inch iron pipe found for the common corner of Sections 13 and 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys and Sections 18 and 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys bears North 30°24'25" East, a distance of 158.13 feet;

THENCE South 1°57'20" West, along the said west right-of-way line of McCombs Street, a distance of 2045.96 feet to a point;

THENCE departing the said west right-of-way line of McCombs Street, North 88°01'01" West, a distance of 50.00 feet to a point for the northeast corner of a called 11.2965 acre tract of land described in Special Warranty Deed to Franklin Mountain Communities, LLC recorded in Instrument No. 20210037465 of said Official Public Records;

THENCE South 1°57'20" West, along the east line of said 11.2965 acre tract, a distance of 464.62 feet to a point for the southeast corner of said 11.2965 acre tract;

THENCE North 87°59'29" West, a distance of 1959.73 feet to a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for the northeast corner of said "PARCEL 6A", and being the **POINT OF BEGINNING**;

THENCE South 1°58'59" West, along the east line of said "PARCEL 6A", a distance of 20.00 feet to a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for the southeast corner of said "PARCEL 6A";

THENCE North 87°59'29" West, along the south line of the said "PARCEL 6A", a distance of 565.22 feet to a point for corner;

THENCE departing the said south line of "PARCEL 6A", North 2°00'31" East, a distance of 20.00 feet to a point for corner in the north line of said "PARCEL 6A";

THENCE South 87°59'29" East, along the north line of the said "PARCEL 6A", a distance of 565.22 feet to the **POINT OF BEGINNING** and containing 0.2595 acres or 11,304 square feet of land, more or less.

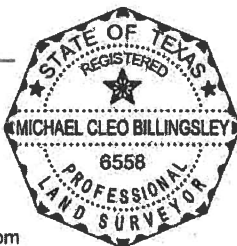
NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the 0.2595 acre tract.

M.C. 8/10/21
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 8558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



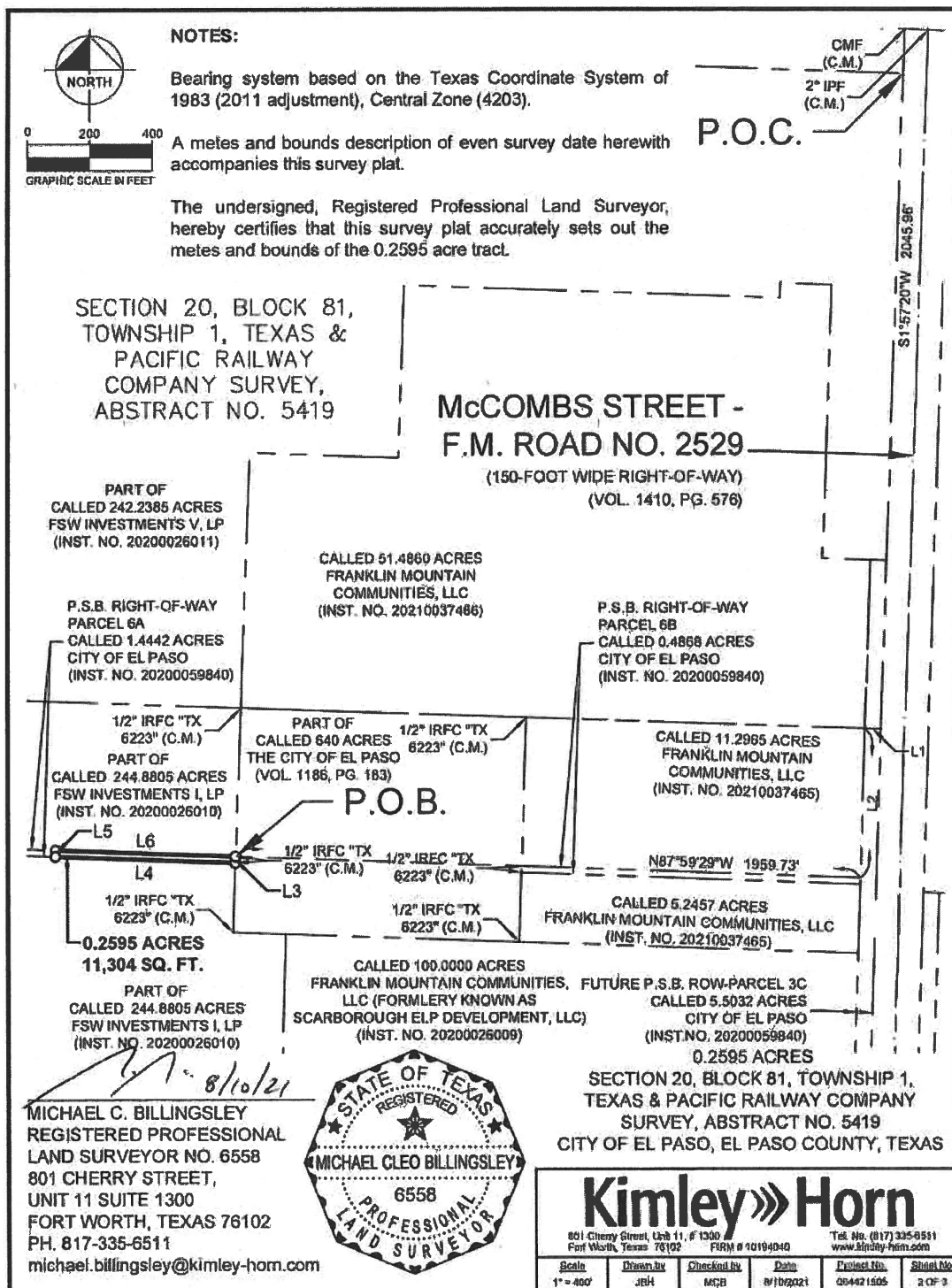
0.2595 ACRES
SECTION 20, BLOCK 81, TOWNSHIP 1,
TEXAS & PACIFIC RAILWAY COMPANY
SURVEY, ABSTRACT NO. 5419
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Kimley»Horn

891 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
Tel. No. (817) 335-6511
www.kimley-horn.com

State	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCA	8/10/2021	004421603	1 OF 3

BILLINGSLEY, MICHAEL 8/10/2021 8:11 AM KFTW SURVEY004421603-2300 ACRES EL PASO.DWG004421603-2300 ACRES EL PASO EX PSB PARCEL 6A.DWG



LINE TABLE		
NO.	BEARING	LENGTH
L1	N88°01'01"W	50.00'
L2	S01°57'20"W	464.62'
L3	S01°58'59"W	20.00'
L4	N87°59'29"W	565.22'
L5	N02°00'31"E	20.00'
L6	S87°59'29"E	565.22'

0.2595 ACRES
SECTION 20, BLOCK 81, TOWNSHIP 1,
TEXAS & PACIFIC RAILWAY COMPANY
SURVEY, ABSTRACT NO. 5419
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102

PRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale N/A	Drawn by JSH	Checked by MCS	Date 8/10/2021	Project No. 084421505	Sheet No. 3 OF 3
--------------	-----------------	-------------------	-------------------	--------------------------	---------------------

BILLINGSLEY, MICHAEL 8/10/2021 8:11 AM K.V.T.W. SURVEY 084421505-2300 ACRES EL PASO DWN 084421505-2300 ACRES EL PASO EX P88 PARCEL 6A.DWG

EXHIBIT "A-3"

PROPERTY DESCRIPTION

LEGAL DESCRIPTION

BEING a tract of land situated in Section 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, Abstract No., City of El Paso, El Paso County, Texas, and being all of the called 3.9819 acre tract of land described in deed to the City of El Paso's Public Service Board recorded in Instrument No. 20200059840 of the Official Public Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a point in the east right-of-way line of McCombs Street - Farm to Market Road No. 2529 (150-foot wide right-of-way); from said point the common corner of Sections 20 and 21, Block 81, Texas & Pacific Railway Company Surveys and Sections 19 and 30, Block 80, Texas & Pacific Railway Company Surveys bears North 89°30'24" West, a distance of 79.97 feet;

THENCE departing the said east right-of-way line of McCombs Street, South 86°57'26" East, along the south line of said 3.9819 acre tract, a distance of 50.91 feet to the southernmost southeast corner of said 3.9819 acre tract;

THENCE South 01°57'20" West, along the east line of said 3.9819 acre tract, a distance of 1331.39 feet to a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for corner, and being the **POINT OF BEGINNING**;

THENCE the following eight (8) calls:

South 01°57'20" West, a distance of 1125.48 feet to a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for corner;
 South 88°02'40" East, a distance of 30.00 feet to a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for corner;
 South 01°57'20" West, a distance of 141.37 feet to a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for corner;
 South 38°21'18" East, a distance of 1254.17 feet to a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for corner;
 South 83°21'18" East, a distance of 28.58 feet to a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for corner;
 South 51°38'18" West, a distance of 42.42 feet to a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for corner;
 North 83°21'18" West, a distance of 11.01 feet to a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for corner;
 North 38°21'18" West, a distance of 1277.61 feet to the **POINT OF BEGINNING** and containing 42,985 square feet or 0.9868 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the 0.9868 acre tract.

4/8/22
MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-8511
 michael.billingsley@kimley-horn.com



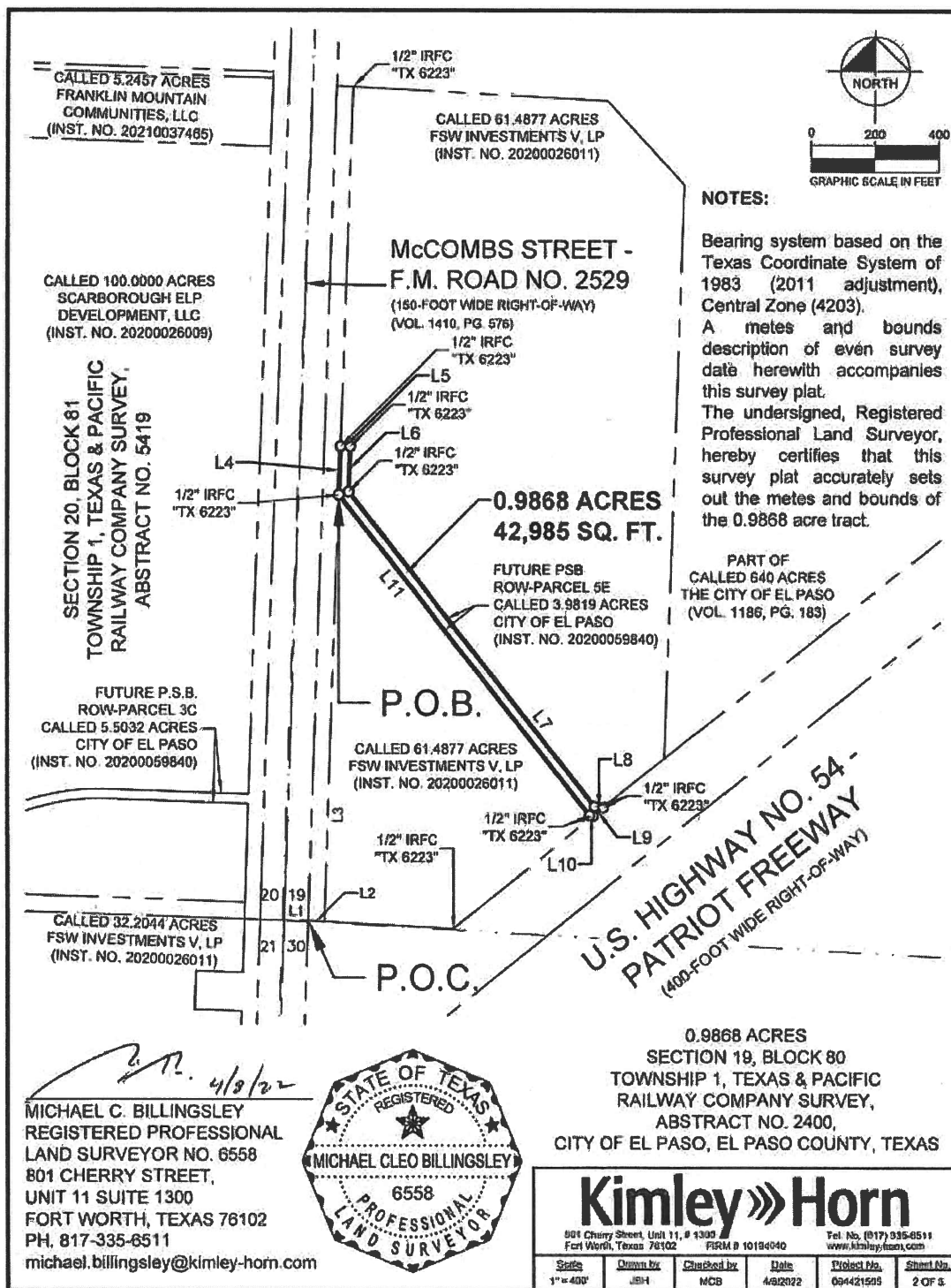
0.9868 ACRES
 SECTION 19, BLOCK 80
 TOWNSHIP 1, TEXAS & PACIFIC
 RAILWAY COMPANY SURVEY,
 ABSTRACT NO. 2400,
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 355-8511 www.kimleyhorn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JHM	MCB	4/8/2022	084421505	1 OF 2

HOPPER, BRADIN 4/8/2022 11:46 AM K/H-TW SURVEY 084421505-2300 ACRES EL PASO DWS PUBLIC SERVICE BOARD 084421505-2300 ACRES EL PASO PBB FUTURE ROW-PARCEL



LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°30'24"E	79.97'
L2	S86°57'26"E	60.91'
L3	N01°57'20"E	1331.39'
L4	N01°57'20"E	152.39'
L5	S88°02'40"E	30.00'
L6	S01°57'20"W	141.37'
L7	S38°21'18"E	1254.17'
L8	S83°21'18"E	28.58'
L9	S51°38'18"W	42.42'
L10	N83°21'18"W	11.01'
L11	N38°21'18"W	1277.60'

0.9868 ACRES
SECTION 19, BLOCK 80
TOWNSHIP 1, TEXAS & PACIFIC
RAILWAY COMPANY SURVEY,
ABSTRACT NO. 2400,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Kimley»Horn

601 Cherry Street, Unit 11, # 1000
Fort Worth, Texas 76102

FIRM # 1618(040)

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCB	4/9/2022	054421505	3 OF 3

HOPPER, BRADIN 4/8/2022 11:46 AM K:\FTW SURVEY\054421505-2300 ACRES EL PASO\DWG\PUBLIC SERVICE BOARD\054421505-2300 ACRES EL PASO P&B FUTURE ROW PARCEL

EXHIBIT B
Map of the Facilities Easement



EXHIBIT C
The Facilities Easements

EASEMENT

THE STATE OF TEXAS)
) **KNOW ALL MEN BY THESE PRESENTS:**
 COUNTY OF EL PASO)

That the undersigned, **FRANKLIN MOUNTAIN COMMUNITIES, LLC**, hereinafter called "Grantor", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the **CITY OF EL PASO**, a municipal corporation, for the use and benefit of the **El Paso Water Utilities - Public Service Board**, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant and convey unto said Grantee, a **20-FT WIDE (.8415 ACRES)** underground easement, to install, repair, replace, reconstruct, and use, maintain and operate a **underground 24-INCH RECLAIMED WATER LINE** with necessary appurtenances, and improvements, being hereinafter sometimes collectively called the "Facilities", under and through the following described property in the County of El Paso, Texas, hereinafter referred to as the "Easement":

as depicted in the **PART OF SECTION 20, BLOCK 81, TOWNSHIP I, TEXAS & PACIFICRAILWAY COMPANY SURVEYS, ABSTRACT NO. 5419 CITY OF EL PASO, EL PASO COUNTY, TEXAS** attached hereto as Exhibit "A".

This Easement shall be subject to all matters of record and existing on the ground. Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement at all reasonable times, with the right to use existing roads for the purpose of constructing, reconstructing, installing, operating, inspecting, repairing, and maintaining the Facilities; and the removal or replacement of same either in whole or in part. Grantee may use such portion of the property along and adjacent to said easement, as may be reasonably necessary, in connections with the construction, reconstruction, installation, maintenance, repair, removal, or replacement of the Facilities.

Grantor reserves the right to full use and enjoyment of the property encumbered by the Easement except as otherwise provided herein. Grantor's use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. No building, reservoir, or permanent structure shall be constructed or maintained on said Easement. However, Grantor its successors and assigns may use the Easement Area for improvements such as paving (provided that any concrete paving is constructed in 20' x 20' segments with expansion joints around the perimeter), parking, driveways, surface drainage improvements, landscaping (provided trees are in compliance with city code requirements), light poles with bases, access areas, curbs, curb cuts, roads and signage (provided that Grantor shall coordinate with Grantee regarding the specific location of light poles with bases, signage with bases, and trees within the Easement to ensure that such improvements are not placed over the Facilities and will not interfere with Grantee's operation of its Facilities). Additionally, parking stalls cannot be placed above facilities such as manholes and vaults.

1048/3003/00013276.4

Grantor's employees, agents, and invitees, shall at all times, have access and use of the Easement and Grantee shall not unreasonably prohibit ingress to or egress from Grantor's adjacent land because of construction or for any other reason.

Grantor reserves the right to allow additional underground utilities and infrastructure to cross the Facilities, provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor however, agrees not to collocate underground utilities and infrastructure in the Easement, except for the collocation of water and sewer lines which is expressly permitted. For purposes of this Easement, "collocation" shall mean the parallel placement of other underground utilities and infrastructure within the Easement.

Grantee covenants and agrees not to unreasonably interfere with the use of the Easement by Grantor, its successor and assigns, and to restore the surface of the Easement and surrounding property, whenever disturbed by Grantee, to as good a condition as existed immediately prior to such disturbance, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, sidewalks and other improvements. Grantee agrees to cooperate with Grantor if an adjustment of the Easement is required at any time; however, any reasonable costs associated with adjusting or relocating facilities shall be the responsibility of the Grantor. Grantee's consent shall not be unreasonably withheld where required.

This Easement shall automatically terminate unless Grantee objects to Grantor in writing within 10 days after delivery to Grantee of all the following items (the "Objection Period"): (i) a subdivision plat ("Plat") covering the Property that is recorded in the Real Property Records of El Paso County, Texas and creates a public utility easement for use by Grantee on, over and across Easement Area, and (ii) a "Termination Certificate", in recordable form, signed by a licensed engineer confirming to Grantee that: (a) the public utility easements shown on the Plat are in the same location as the Easement Area, and (b) Grantee Facilities are within the public utility easement on the Plat.

If Grantee does not provide written objection to Grantor within the Objection Period, Grantor may record the Termination Certificate as evidence that this easement has terminated without further action from Grantee. Provided however, that Grantee shall promptly execute reasonable documents confirming such termination as requested by Grantor. This obligation shall survive termination of this Easement.

Notwithstanding anything to the contrary contained herein, to the extent Grantee Facilities are located within street rights of way that are to be dedicated pursuant to the Plat ("Dedicated Right of Way"), Grantee shall retain rights under this easement to portions of the Easement Area within Dedicated Right of Way until such time as the Dedicated Right of Way is accepted by the applicable governmental authority.

The authority granted herein to Grantee does not include the right for Grantee to grant permission to any other person or entity to use the Easement Area for any purpose unrelated to the delivery by Grantee of electrical service. Grantor retains the exclusive authority to permit cable companies and telephone service companies to use the easement for their own purposes, provided

1048/3003/00013276.4

that such entities do not unreasonably obstruct Grantee's access or impair safe clearances from Grantee Facilities.

Grantee warrants to Grantor that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement as a condition to the validity of this Easement. Grantor warrants to Grantee that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement.

WITNESS THE EXECUTION HEREOF the _____ day of _____,
202_.

(Signatures Continue on Following Pages)

1048/3003/00013276.4

GRANTOR:

**FRANKLIN MOUNTAIN COMMUNITIES, LLC, a
Texas Limited Liability Company**

By: _____

NAME: _____

TITLE: _____

Executed on: _____

ACKNOWLEDGMENT

STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument was acknowledged before me on this the ___ day of _____,
202_, by _____ of Franklin Mountain
Communities, LLC, a Texas limited liability company.

My Commission Expires

Notary Public, State of Texas

(Additional Signature Contained on Following Page)

1048/3003/00013276.4

GRANTEE:

**CITY OF EL PASO
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

By: _____
Marcela Navarrete
Vice President

Executed on: _____

APPROVED AS TO CONTENT:

Alma De Anda
Utility Land and Water Rights Manger

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the _____ day of _____, 202_, by Marcela Navarrete, Vice President, of El Paso Water Utilities Public Service Board.

My Commission Expires

Notary Public, State of Texas

1048/3003/00013276.4

EXHIBIT A**LEGAL DESCRIPTION**

BEING a tract of land situated in Section 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5419, City of El Paso, El Paso County, Texas, and being part of a called 100.0000 acre tract of land described in Special Warranty Deed to Scarborough ELP Development, LLC recorded in Instrument No. 20200026009 of the Official Public Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a point in the west right-of-way line of McCombs Street - Farm to Market Road No. 2529 (150-foot wide right-of-way), and being the southeast corner of said 100.0000 acre tract; from said point the common corner of Sections 20 and 21, Block 81, Township 1, Texas & Pacific Railway Company Surveys and Sections 19 and 30, Block 80, Township 1, Texas & Pacific Railway Company Surveys bears South 50°51'02" East, a distance of 87.94 feet;

THENCE North 1°57'20" West, along the said west right-of-way line of McCombs Street, a distance of 2356.73 feet to a point;

THENCE departing the said west right-of-way line of McCombs Street, North 88°01'01" West, a distance of 50.00 feet to a point in the west line of a called 5.5032 acre tract of land described in Declaration and Grant of Easements and Restrictions to City of El Paso Public Service Board (PSB) recorded in Instrument No. 20200059840 of said Official Public Records, and being the **POINT OF BEGINNING**;

THENCE departing the said west line of said 100.0000 acre tract, North 88°01'01" West, a distance of 1795.74 feet to a point corner in the west line of said

THENCE North 01°57'20" East, along the said west line of the 100.0000 acre tract, a distance of 20.00 feet to a point for corner;

THENCE South 88°01'01" East, a distance of 327.32 feet to a point for corner;

THENCE North 01°58'59" East, a distance of 37.00 feet to a point for corner in the north line of said 100.0000 acre tract; from said point a 5/8-inch iron rod with cap stamped "KHA" found for the northwest corner of said 100.0000 acre tract bears North 88°01'01" West, a distance of 327.34 feet;

THENCE South 88°01'01" East, along the said north line of the 100.0000 acre tract, a distance of 20.00 feet to a point for corner; from said point a 1/2-inch iron rod with cap stamped "TX 6223" found bears South 88°01'01" East, a distance of 388.55 feet;

CONTINUED ON SHEET 2

**WATER EASEMENT
PART OF SECTION 20, BLOCK 81,
TEXAS & PACIFIC RAILWAY COMPANY
SURVEYS, ABSTRACT NO. 5419
CITY OF EL PASO, EL PASO COUNTY, TEXAS**

Kimley»Horn

801 Cherry Street, Unit 11, # 1200 Tel. No. (817) 335-8511
Fort Worth, Texas 76102 FIRM # 10194840 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCB	10/19/2021	064421505	1 OF 5

HOPPER, BRADIN 10/19/2021 10:36 AM K:\FTW_SURVEY\064421505-2300 ACRES EL PASO\DWG\EASEMENTS AND RIGHT-OF-WAYS\064421505-2300 ACRES EL PASO_ESMT_WTR_2.DWG

LEGAL DESCRIPTION (CONTINUED)

THENCE departing the said north line of the 100.0000 acre tract, South 01°58'59" West, a distance of 37.00 feet to a point for corner;

THENCE South 88°01'01" East, a distance of 1448.42 feet to a point for corner in the said west line of the 5.5032 acre tract;

THENCE South 01°57'20" West, along the said west line of the 5.5032 acre tract, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 36,655 square feet or 0.8415 acres of land, more or less.

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203).

A survey plat of even survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

10/19/21
MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 michael.billingsley@kimley-horn.com



WATER EASEMENT
 PART OF SECTION 20, BLOCK 81,
 TEXAS & PACIFIC RAILWAY COMPANY
 SURVEYS, ABSTRACT NO. 5419
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

Kimley»Horn

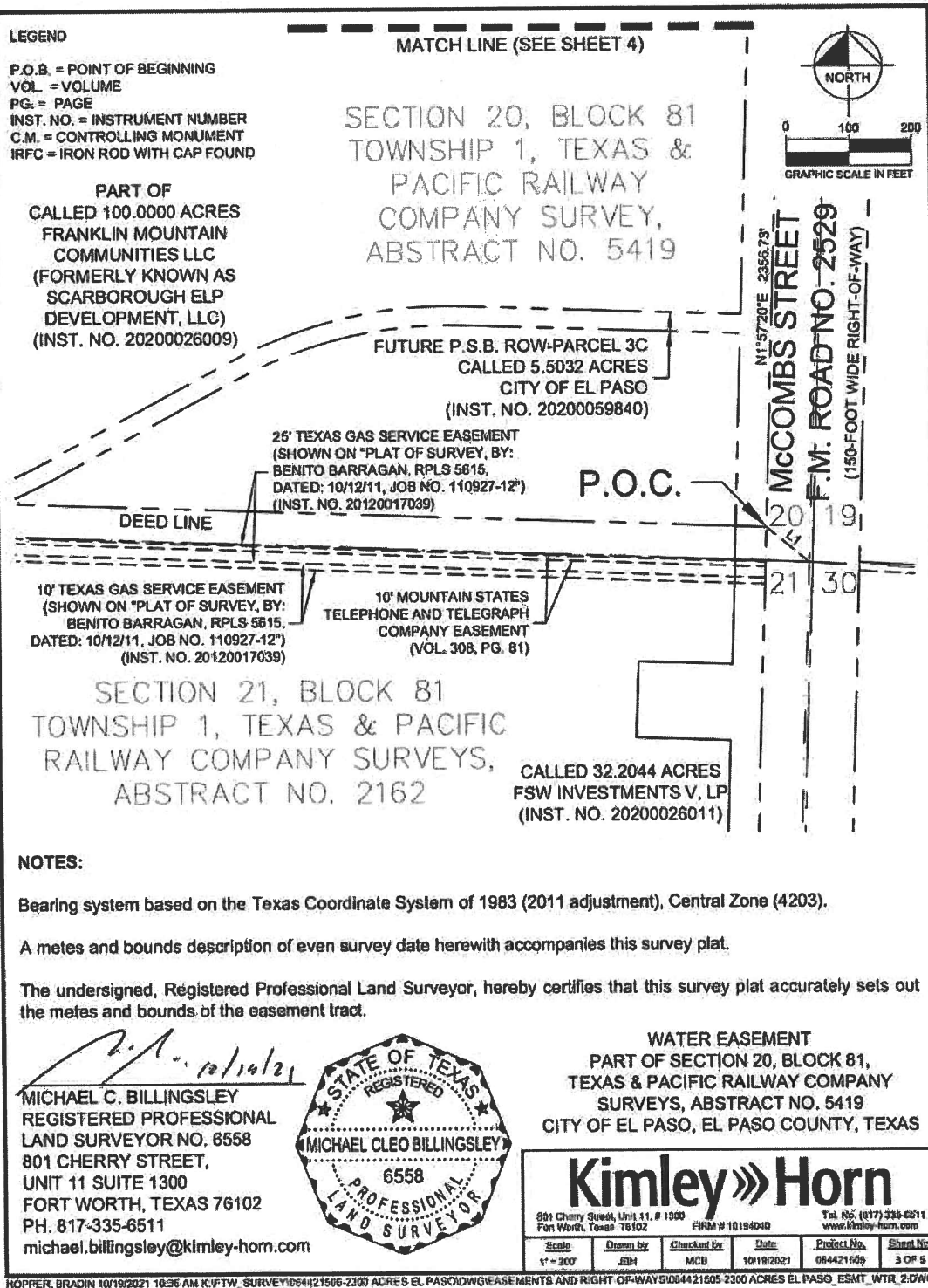
801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102

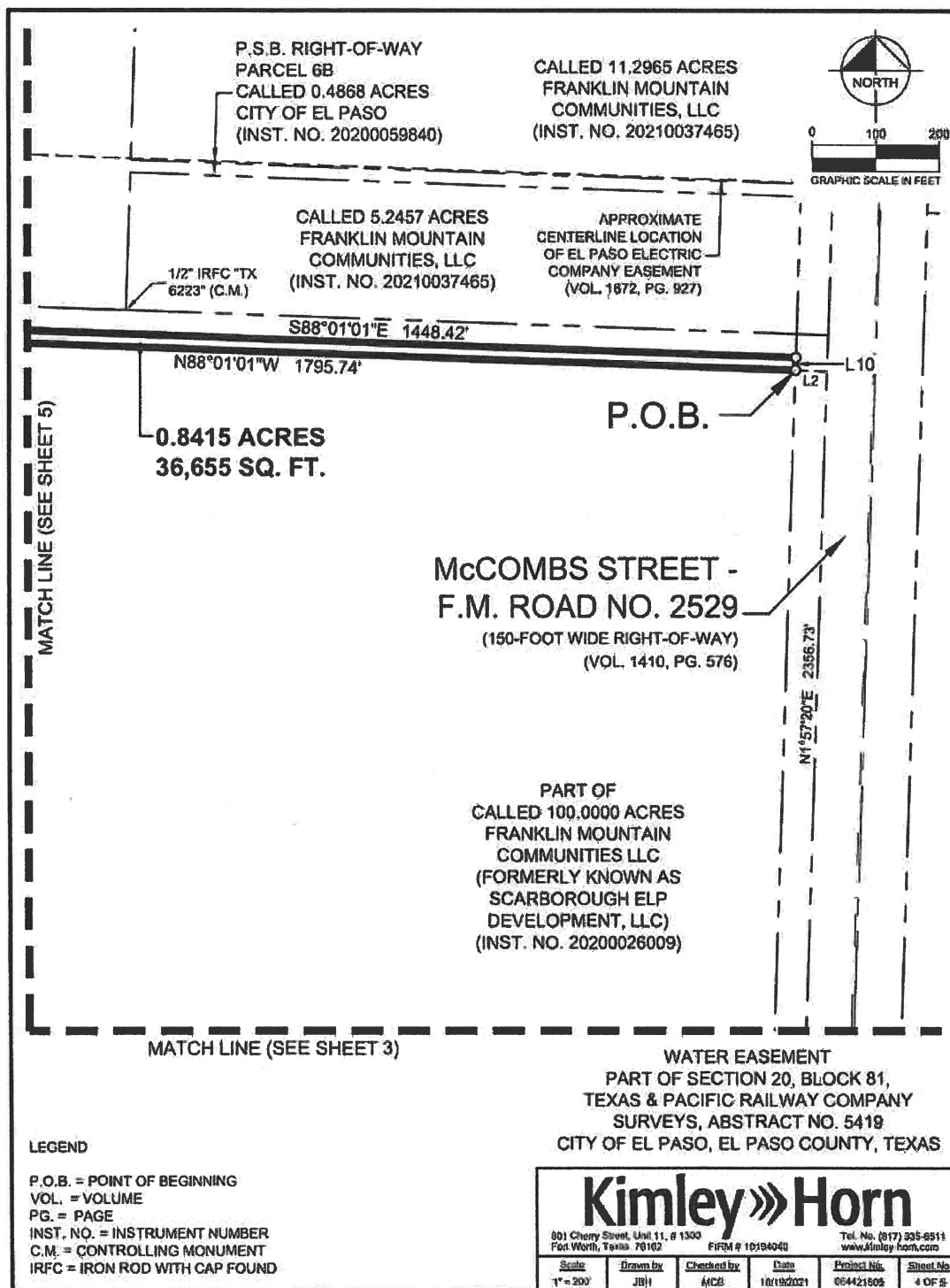
FIRM # 10184040

Tel. No. (817) 335-6511
 www.kimley-horn.com

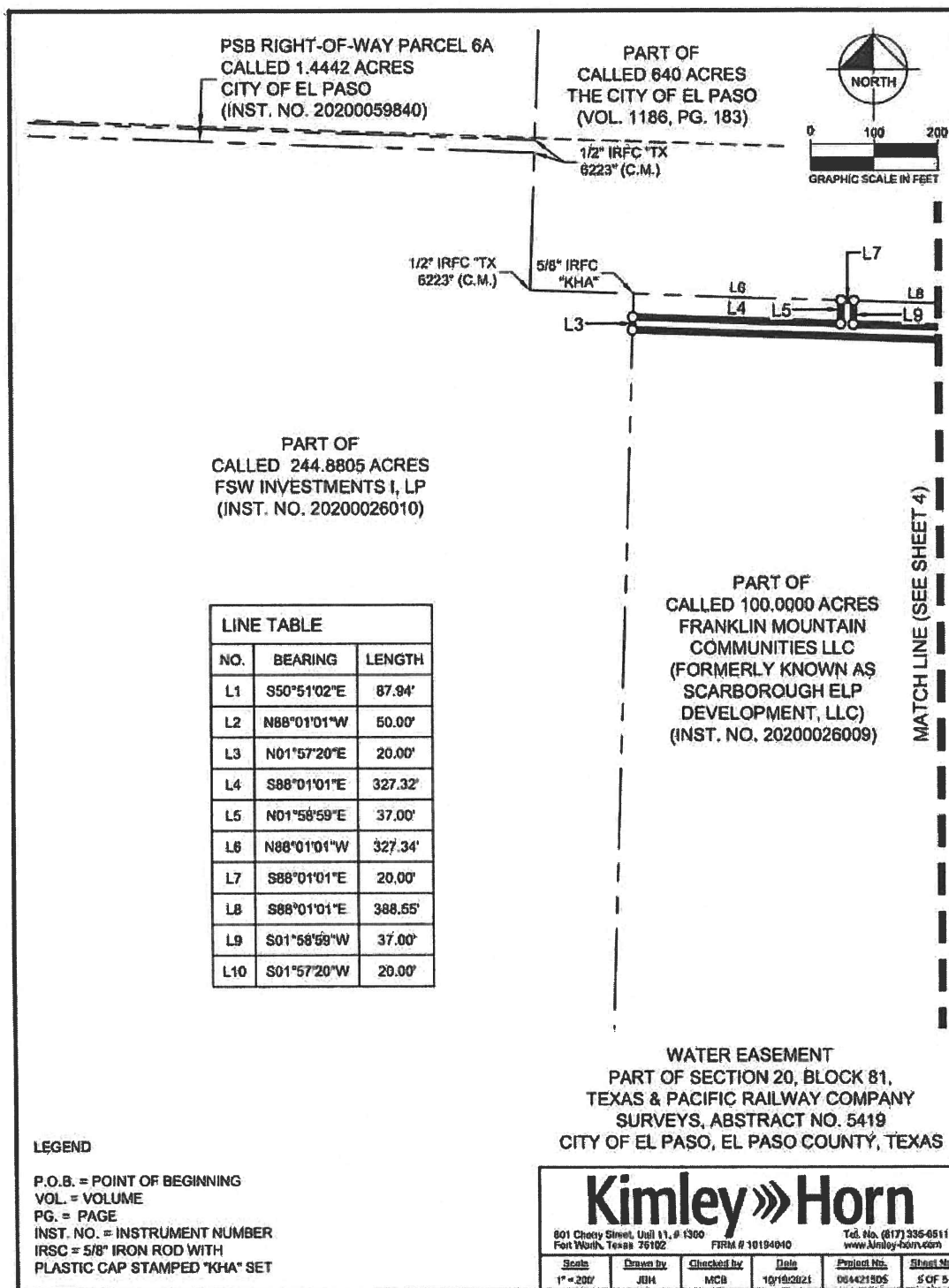
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	MCB	10/19/2021	064421505	2 OF 5

HGPBR, BRADIN 10/19/2021 10:30 AM K:\FTW_SURVEY\1064421505-2300 ACRES EL PASO\DWG\EASEMENTS AND RIGHT-OF-WAY\1064421505-2300 ACRES EL PASO_ESMT_WTR_2.DWG





HOPPER, BRADIN 10/19/2021 10:35 AM K:\FTW_SURVEY\084421603-2300 ACRES EL PASO\DWG\EASEMENTS AND RIGHT-OF-WAYS\084421505-2300 ACRES EL PASO_ESMT_WTR_2.DWG



EASEMENT

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

That the undersigned, FSW INVESTMENTS I, LP, hereinafter called "Grantor", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by the CITY OF EL PASO, a municipal corporation, for the use and benefit of the El Paso Water Utilities - Public Service Board, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant and convey unto said Grantee, a 20-FT WIDE (0.3873 ACRES) underground easement, to install, repair, replace, reconstruct, and use, maintain and operate a underground 24-INCH RECLAIMED WATER LINE with necessary appurtenances, and improvements, being hereinafter sometimes collectively called the "Facilities", under and through the following described property in the County of El Paso, Texas, hereinafter referred to as the "Easement":

as depicted in the PART OF SECTION 20, BLOCK 81, TOWNSHIP 1, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, ABSTRACT NO. 5419 CITY OF EL PASO, EL PASO COUNTY, TEXAS attached hereto as Exhibit "A".

This Easement shall be subject to all matters of record and existing on the ground. Except as modified herein, this grant shall carry with it the right of ingress and egress to and from the Easement at all reasonable times, with the right to use existing roads for the purpose of constructing, reconstructing, installing, operating, inspecting, repairing, and maintaining the Facilities; and the removal or replacement of same either in whole or in part. Grantee may use such portion of the property along and adjacent to said easement, as may be reasonably necessary, in connections with the construction, reconstruction, installation, maintenance, repair, removal, or replacement of the Facilities.

Grantor reserves the right to full use and enjoyment of the property encumbered by the Easement except as otherwise provided herein. Grantor's use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder. No building, reservoir, or permanent structure shall be constructed or maintained on said Easement. However, Grantor its successors and assigns may use the Easement Area for improvements such as paving (provided that any concrete paving is constructed in 20' x 20' segments with expansion joints around the perimeter), parking, driveways, surface drainage improvements, landscaping (provided trees are in compliance with city code requirements), light poles with bases, access areas, curbs, curb cuts, roads and signage (provided that Grantor shall coordinate with Grantee regarding the specific location of light poles with bases, signage with bases, and trees within the Easement to ensure that such improvements are not placed over the Facilities and will not interfere with Grantee's operation of its Facilities). Additionally, parking stalls cannot be placed above facilities such as manholes and vaults.

1048/3003/00013277.5

Grantor's employees, agents, and invitees, shall at all times, have access and use of the Easement and Grantee shall not unreasonably prohibit ingress to or egress from Grantor's adjacent land because of construction or for any other reason.

Grantor reserves the right to allow additional underground utilities and infrastructure to cross the Facilities, provided that the location of such additional utilities and infrastructure are marked and identifiable. Grantor however, agrees not to collocate underground utilities and infrastructure in the Easement, except for the collocation of water and sewer lines which is expressly permitted. For purposes of this Easement, "collocation" shall mean the parallel placement of other underground utilities and infrastructure within the Easement.

Grantee covenants and agrees not to unreasonably interfere with the use of the Easement by Grantor, its successor and assigns, and to restore the surface of the Easement and surrounding property, whenever disturbed by Grantee, to as good a condition as existed immediately prior to such disturbance, including, but not limited to, compaction of excavated areas, restoration of pavement areas, landscaping, sidewalks and other improvements. Grantee agrees to cooperate with Grantor if an adjustment of the Easement is required at any time; however, any reasonable costs associated with adjusting or relocating facilities shall be the responsibility of the Grantor. Grantee's consent shall not be unreasonably withheld where required.

This Easement shall automatically terminate unless Grantee objects to Grantor in writing within 10 days after delivery to Grantee of all the following items (the "Objection Period"): (i) a subdivision plat ("Plat") covering the Property that is recorded in the Real Property Records of El Paso County, Texas and creates a public utility easement for use by Grantee on, over and across Easement Area, and (ii) a "Termination Certificate", in recordable form, signed by a licensed engineer confirming to Grantee that: (a) the public utility easements shown on the Plat are in the same location as the Easement Area, and (b) Grantee Facilities are within the public utility easement on the Plat.

If Grantee does not provide written objection to Grantor within the Objection Period, Grantor may record the Termination Certificate as evidence that this easement has terminated without further action from Grantee. Provided however, that Grantee shall promptly execute reasonable documents confirming such termination as requested by Grantor. This obligation shall survive termination of this Easement.

Notwithstanding anything to the contrary contained herein, to the extent Grantee Facilities are located within street rights of way that are to be dedicated pursuant to the Plat ("Dedicated Right of Way"), Grantee shall retain rights under this easement to portions of the Easement Area within Dedicated Right of Way until such time as the Dedicated Right of Way is accepted by the applicable governmental authority.

The authority granted herein to Grantee does not include the right for Grantee to grant permission to any other person or entity to use the Easement Area for any purpose unrelated to the delivery by Grantee of electrical service. Grantor retains the exclusive authority to permit cable companies and telephone service companies to use the easement for their own purposes, provided

1048/3003/00013277.5

that such entities do not unreasonably obstruct Grantee's access or impair safe clearances from Grantee Facilities.

Grantee warrants to Grantor that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement as a condition to the validity of this Easement. Grantor warrants to Grantee that the undersigned has the full power and authority to execute this Easement and fulfill its obligations under this Easement.

WITNESS THE EXECUTION HEREOF the _____ day of _____,
202_.

(Signatures Continue on Following Pages)

1048/3003/00013277.5

GRANTOR:

FSW INVESTMENTS I, L.P.,
a Texas Limited Partnership

By: FSW GP, LLC
 a Texas limited liability company
 its general partner

By: _____
 Name: _____
 Title: _____

Executed on: _____

ACKNOWLEDGMENT

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

This instrument was acknowledged before me on this the _____ day of _____,
 202_, by _____ of FSW Investments I, L.P., a
limited partnership.

 My Commission Expires

 Notary Public, State of Texas

(Additional Signature Contained on Following Page)

1048/3003/00013277.5

GRANTEE:

**CITY OF EL PASO
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

By: _____
Marcela Navarrete
Vice President

Executed on: _____

APPROVED AS TO CONTENT:

Alma De Anda
Utility Land and Water Rights Manger

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the _____ day of _____, 202_, by Marcela Navarrete, Vice President, of El Paso Water Utilities Public Service Board.

My Commission Expires

Notary Public, State of Texas

1048/3003/00013277.5

EXHIBIT A**LEGAL DESCRIPTION**

BEING a tract of land situated in Section 20, Block 81, Township 1, Texas & Pacific Railway Company Surveys, Abstract No. 5419, City of El Paso, El Paso County, Texas, and being part of a called 244.8805 acre tract of land described in Special Warranty Deed to PSW Investments I, LP recorded in Instrument No. 20200026010 of the Official Public Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING at a point in the west right-of-way line of McCombs Street - Farm to Market Road No. 2529 (150-foot wide right-of-way), and being the southeast corner of said 100.0000 acre tract; from said point the common corner of Sections 20 and 21, Block 81, Township 1, Texas & Pacific Railway Company Surveys and Sections 19 and 30, Block 80, Township 1, Texas & Pacific Railway Company Surveys bears South 50°51'02" East, a distance of 87.94 feet;

THENCE North 1°57'20" East, along the said west right-of-way line of McCombs Street, a distance of 2356.73 feet to a point;

THENCE departing the said west right-of-way line of McCombs Street, North 88°01'01" West, a distance of 1845.74 feet to a point in the east line of said 244.8805 acre tract, and being the **POINT OF BEGINNING**;

THENCE departing the said east line of the 244.8805 acre tract, North 88°01'01" West, a distance of 167.22 feet to a point for corner, and being the beginning of a tangent curve to the right with a radius of 770.00 feet, a central angle of 48°52'09", and a chord bearing and distance of North 63°34'56" West, 637.03 feet;

THENCE the following three (3) calls:

In a northerly direction, with said tangent curve to the right, an arc distance of 656.76 feet to a point for corner, North 87°59'29" West, a distance of 51.56 feet to a point for corner;

North 02°00'31" East, a distance of 10.00 feet to a point for corner in the south line of a called 1.4442 acre tract of land described in Declaration and Grant of Easements and Restrictions to City of El Paso Public Service Board (PSB) recorded in Instrument No. 20200059840 of said Official Public Records;

THENCE South 87°59'29" East, along the said south line of the 1.4442 acre tract, a distance of 69.40 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 48°32'51", a radius of 750.00 feet, a chord bearing and distance of South 63°44'35" East, 616.65 feet; from said point a 1/2-inch iron rod with plastic cap stamped "TX 6223" found for the southeast corner of said 1.4442 acre tract bears South 87°59'29" East, a distance of 565.22 feet;

CONTINUED ON SHEET 2

**WATER EASEMENT
PART OF SECTION 20, BLOCK 81,
TEXAS & PACIFIC RAILWAY COMPANY
SURVEYS, ABSTRACT NO. 5419
CITY OF EL PASO, EL PASO COUNTY, TEXAS**

Kimley»Horn

801 Cherry Street, Suite 111, El Paso, TX 79901		FIRM # 18184548		Tel. 916.287.1234	
Paul Smith, Texas, PECC				www.kimley-horn.com	
Drawn	Reviewed By	Checked By	Date	Project No.	Sheet No.
ASH	JBR	JACB	10/10/2021	084631025	1 OF 6

HOPPER, BRADEN 12/15/2024 11:37 AM HPTW, SURVEYING/45150-330 ACRES EL PASO COUNTY ADJACENTS AND RIGHT-OF-WAY DECATAS 100-230 ACRES EL PASO COUNTY, TEXAS 11000

1048/3003/00013277.5

LEGAL DESCRIPTION (CONTINUED)

THENCE departing the said south line of the 1.4442 acre tract, in a southeasterly direction, with said curve to the left, an arc distance of 636.49 feet to a point for corner;

THENCE South 88°01'01" East, a distance of 167.21 feet to a point for corner in the said east line of the 244.8805 acre tract;

THENCE South 01°57'20" West, along the said east line of the 244.8805 acre tract, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 16,872 square feet or 0.3873 acres of land, more or less.

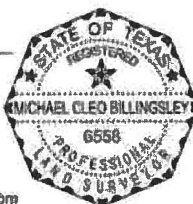
NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203).

A survey plat of every survey date herewith accompanies this metes and bounds description.

The undersigned, Registered Professional Land Surveyor, hereby certifies that foregoing description accurately sets out the metes and bounds of the easement tract.

Michael C. Billingsley
MICHAEL C. BILLINGSLEY
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6558
 801 CHERRY STREET,
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 michael.billingsley@kimley-horn.com



WATER EASEMENT
PART OF SECTION 20, BLOCK 81,
TEXAS & PACIFIC RAILWAY COMPANY
SURVEYS, ABSTRACT NO. 5419
CITY OF EL PASO, EL PASO COUNTY, TEXAS

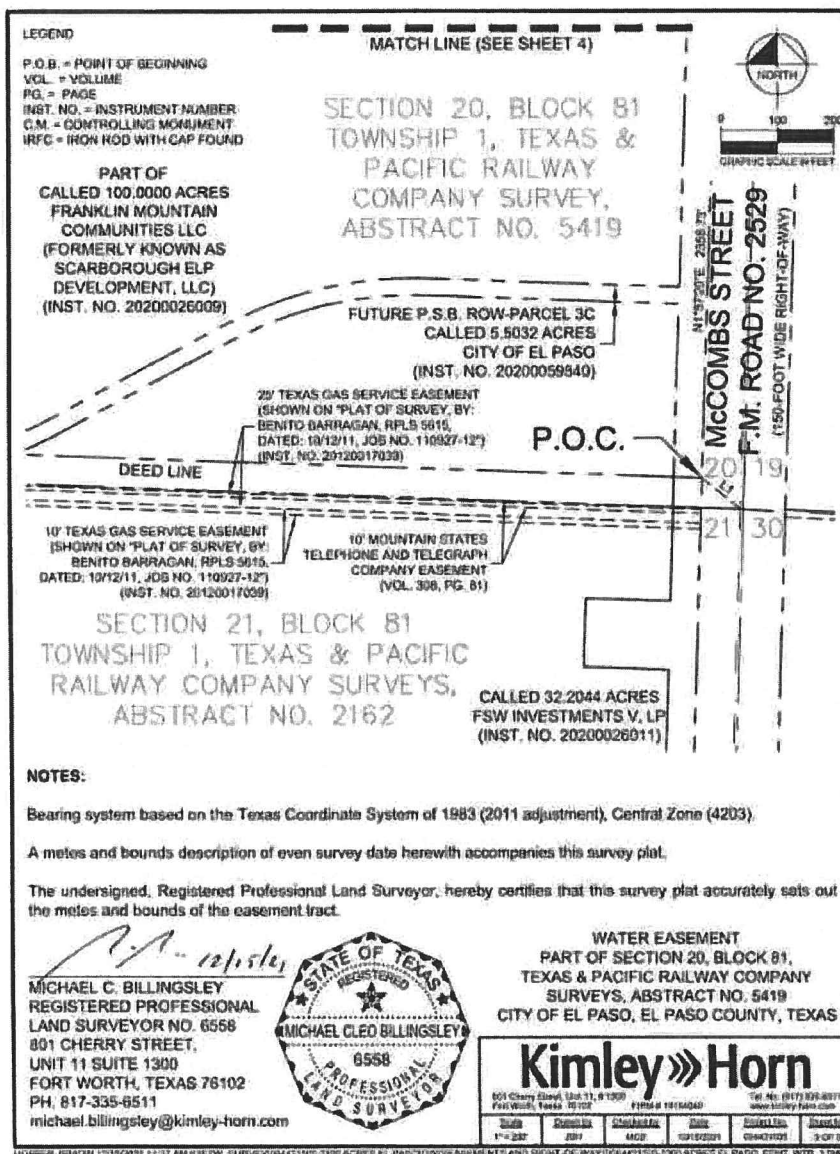
Kimley»Horn

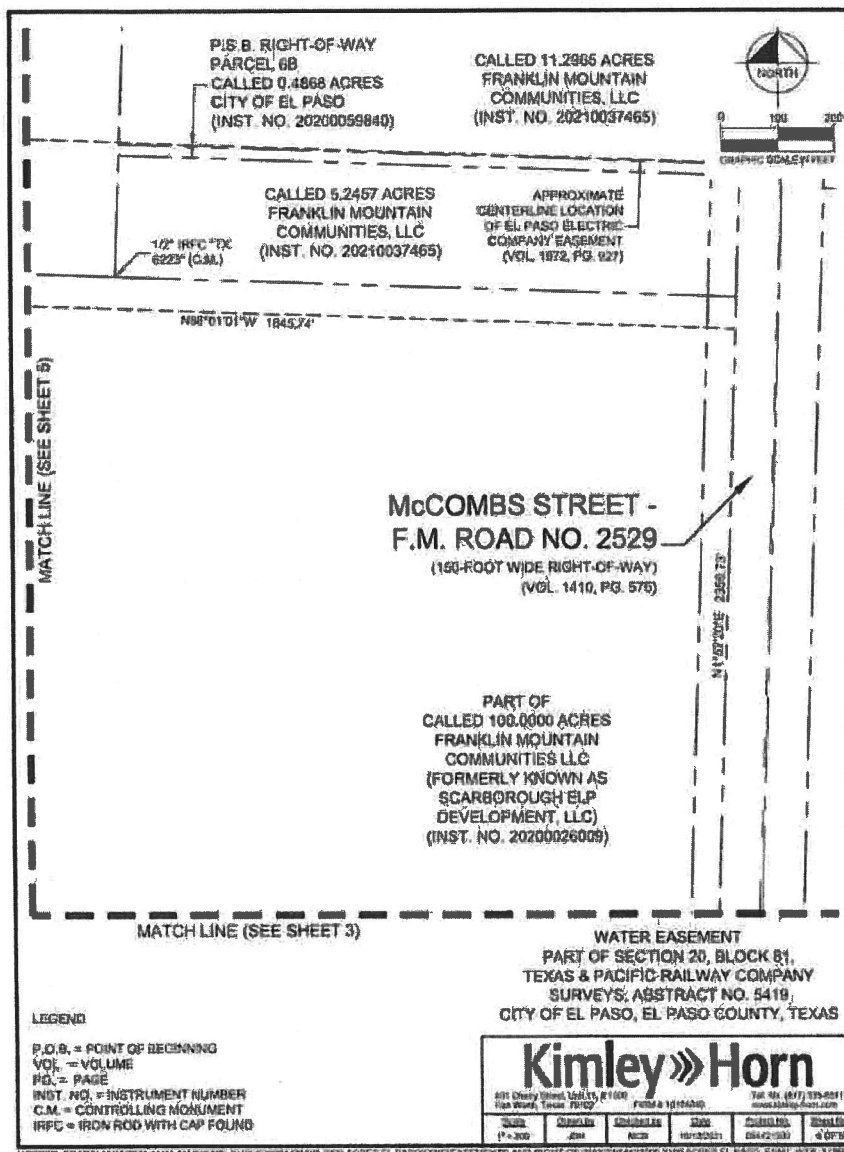
801 Cherry Street, Unit 11, Suite 1300
 Fort Worth, Texas 76102
 Phone: (817) 335-6511
 Fax: (817) 335-6511
 www.kimley-horn.com

NAME	ADDRESS	CITY/STATE	ZIP	PHONE	FAX	EMAIL
KPH	200	MCO	76102	817-335-6511	817-335-6511	info@kimley-horn.com

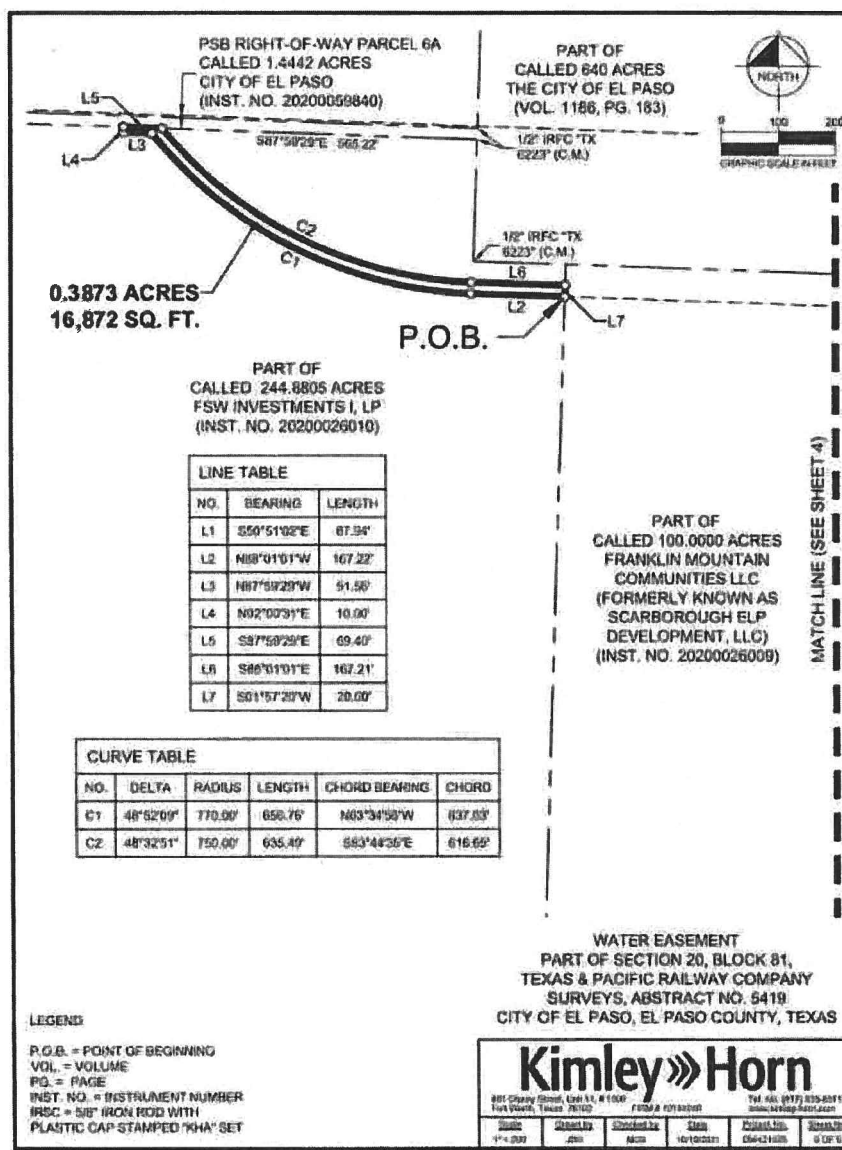
HORN, BRADY 12/15/05 11:07 AM RPTW, SURVEY UN461504-3300 ACRES EL PASO WATER EASEMENT AND RIGHT OF WAY 5419 447156.2300 ACRES EL PASO, COIT, WTR, 1.000

1048/3003/00013277.5





1048/3003/00013277.5



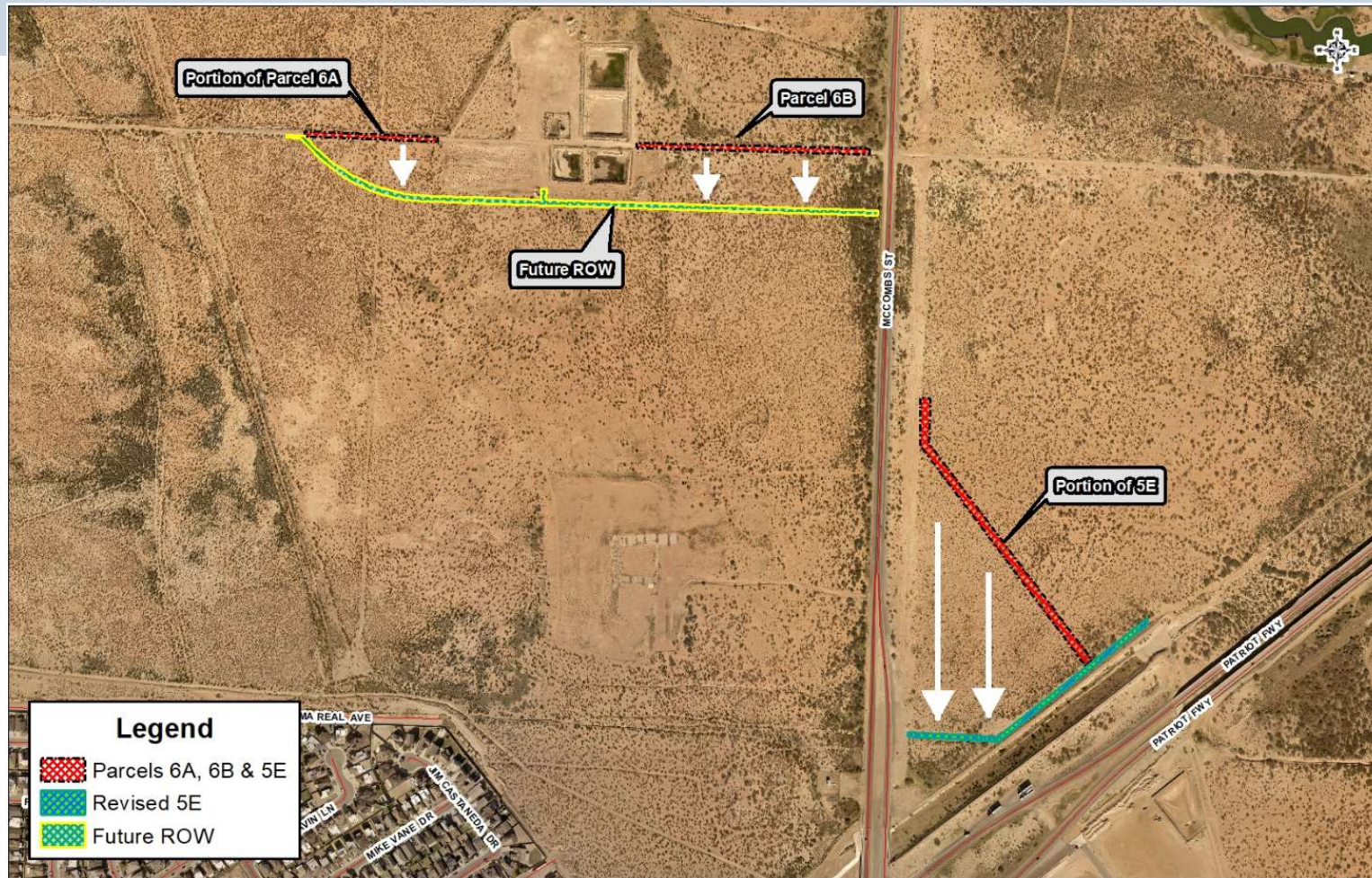
1048/3003/00013277.5



An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, Special Warranty Deed and other documents necessary to convey to Franklin Mountain Communities, LLC., approximately 1.73 acres of land being described as portion of Section 20, Block 81, Township 1 and portion of Section 19, Block 80, Township 1, Texas & Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas

July 6, 2022

Sale of Property



Sale of Property

- 3 Parcels
- Total Acreage: 1.73
- \$13,935.82
- Relocation of EPWater Infrastructure

QUESTIONS & ANSWERS



Legislation Text

File #: 22-866, 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, Robert A. Read, (915) 979-7889

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: July 06, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: 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? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the City Manager 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__.

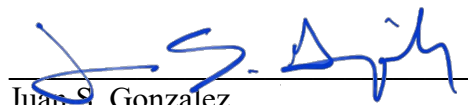
CITY OF EL PASO:

Oscar Leaser
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)
)
COUNTY OF EL PASO) **CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT
(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

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 multi-family development within the incentive area that utilize design guidelines described in the Comprehensive Plan and meet the eligibility criteria of the Transit Oriented Development

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

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.

(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, 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: EDcompliance@elpasotexas.gov.

B. AMOUNT OF GRANT.

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. **DISBURSEMENT OF GRANT.**

(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

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:

- A. **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 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

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.

- 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

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.
- L. **Notices.** All notices required to be given under this Agreement shall be given in writing 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
Copy To:	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

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

Michael Parra
Managing Member

[Acknowledgments begin on the following page]

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)**.

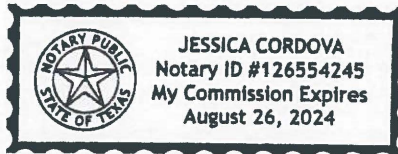
Notary Public, State of Texas

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 13th day of May, 2022
by **Michael Parra**, as **Managing Member** of **Parradame Family Partnership, LP (Applicant)**.



Jessica Cordova

Notary Public, State of Texas

My Commission Expires:
August 26, 2024

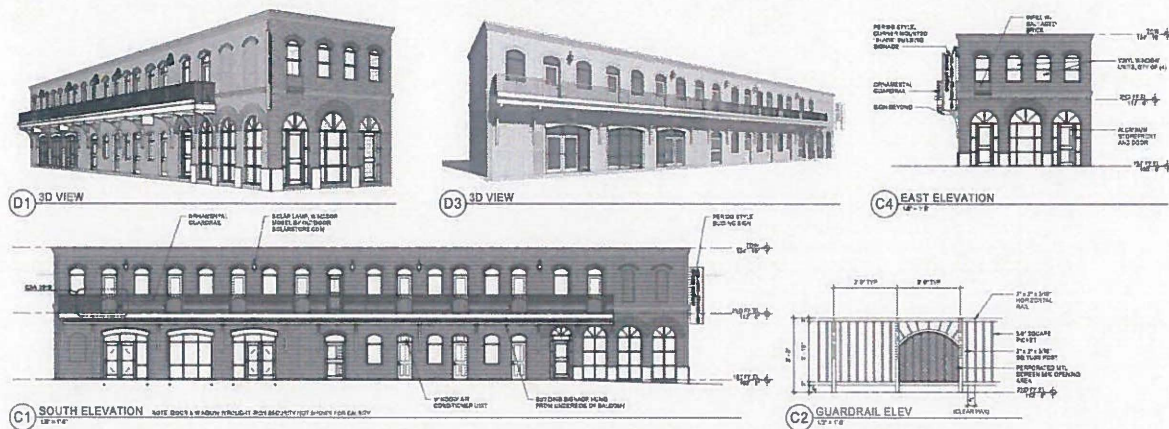
EXHIBIT A

[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.

EXHIBIT B
[Streetcar Corridor Incentive Area]

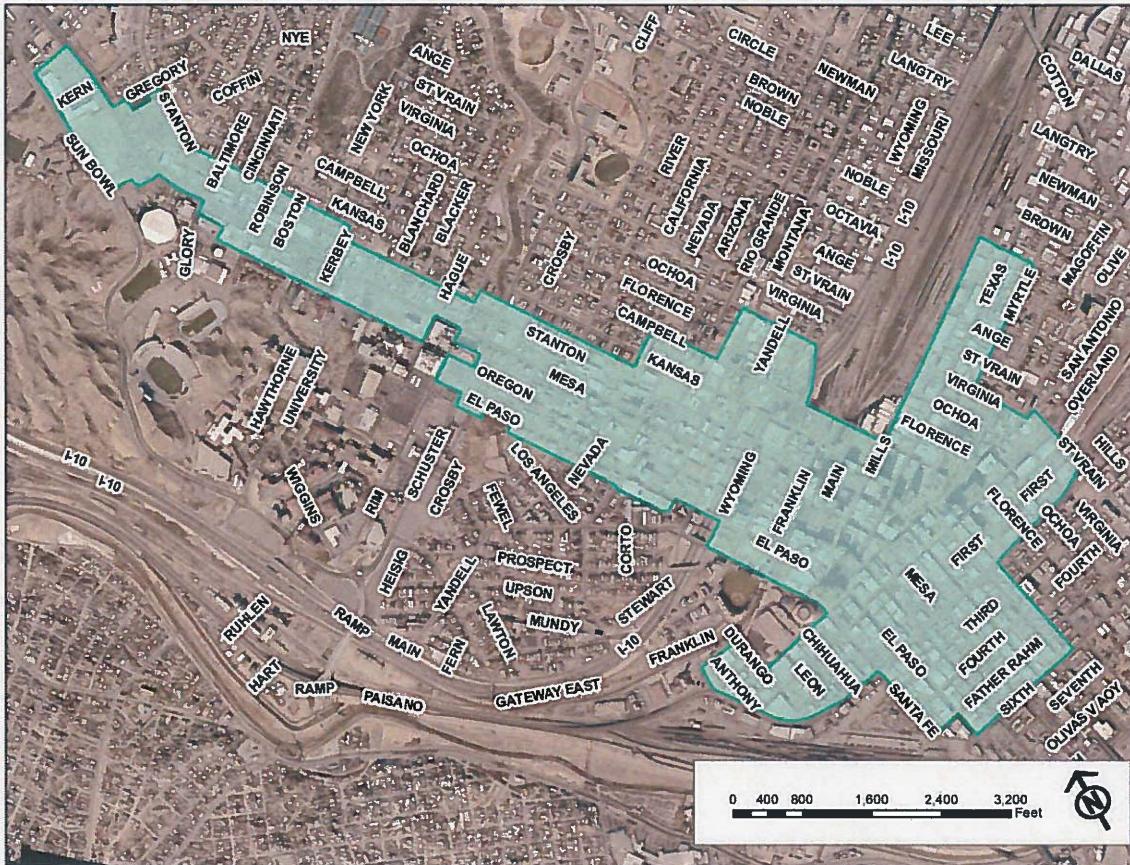


EXHIBIT C
Grant Submittal Package Form

_____(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.

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:

EXHIBIT D

Tax Rebate Schedules

Incremental Property Tax Rebate Schedule				
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%

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.

Item 25

621 S. Oregon

Chapter 380 Economic Development Agreement: Transit Oriented Development

July 6, 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

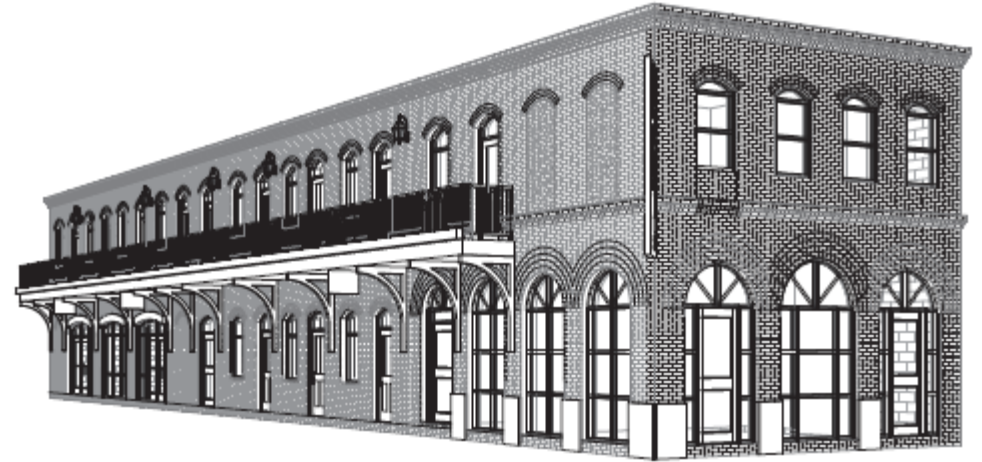
Property Address: 621 S. Oregon

Real Improvement Costs: \$481,000

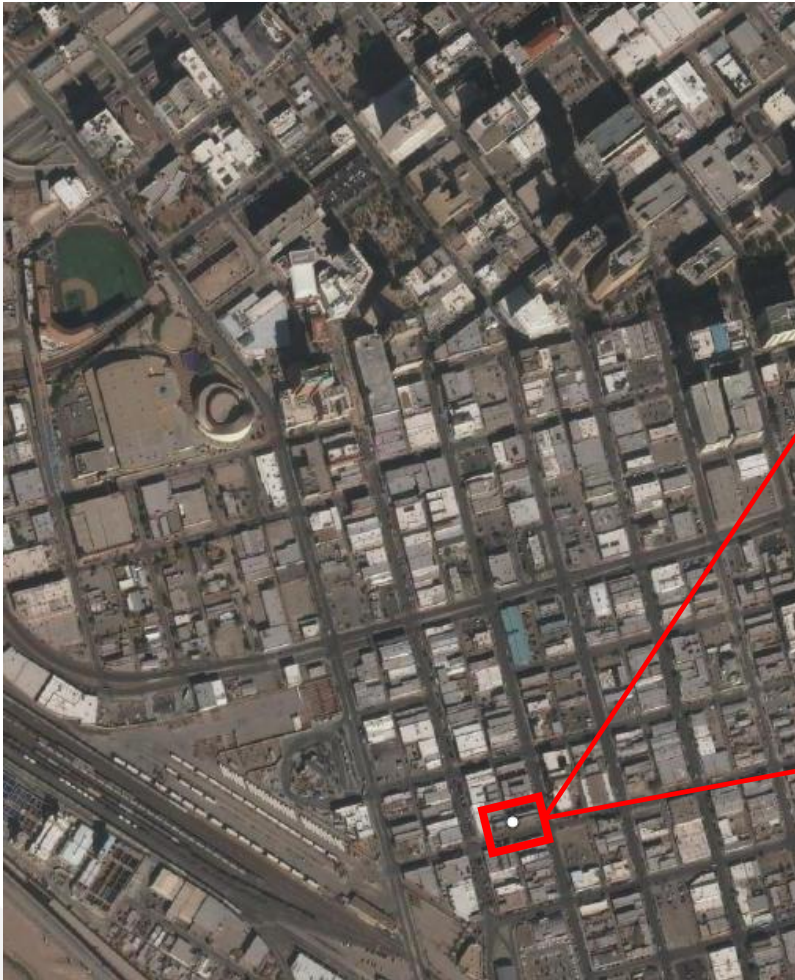
District: 8

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



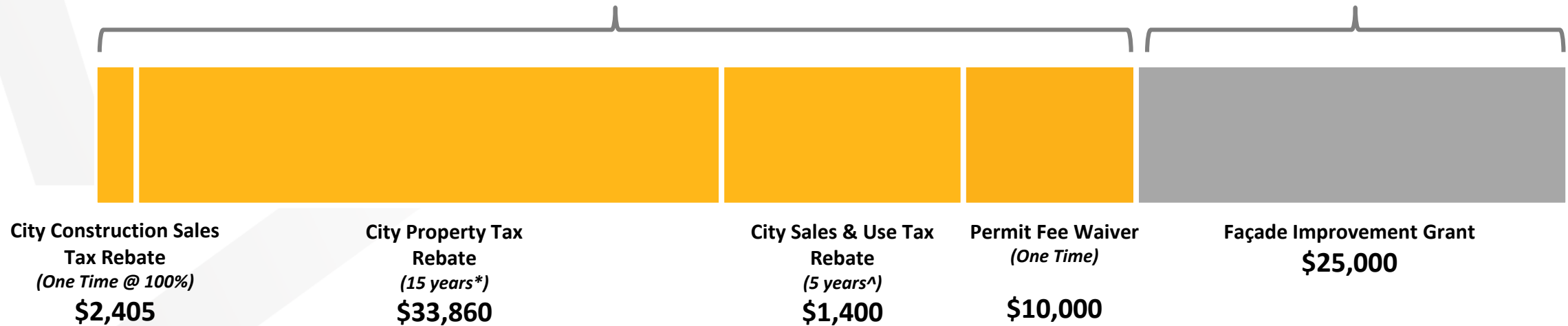
Project Design: 621 S. Oregon



Proposed Incentive : City Incentive Breakdown

Chapter 380 Incentive* = \$47,655

TIRZ 5 Grant

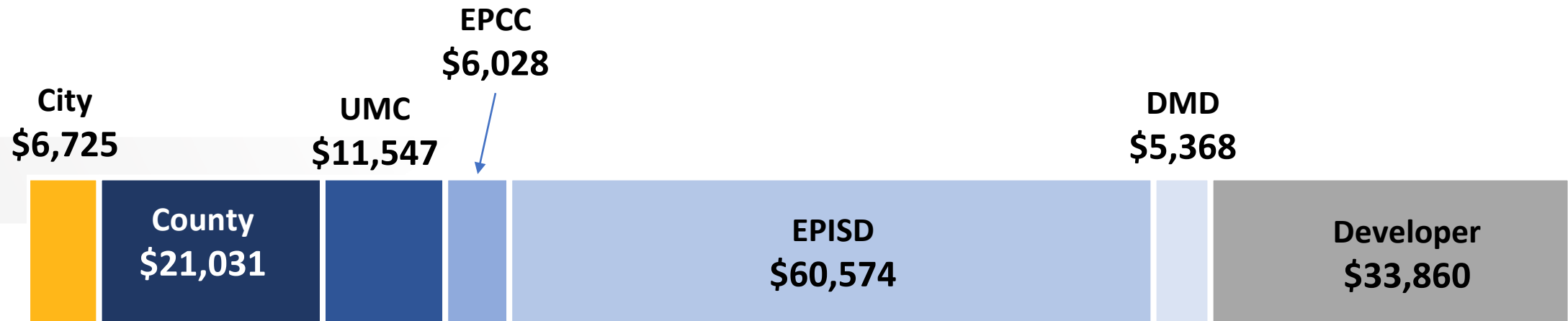


**Total City Incentive =
\$72,655**

*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%

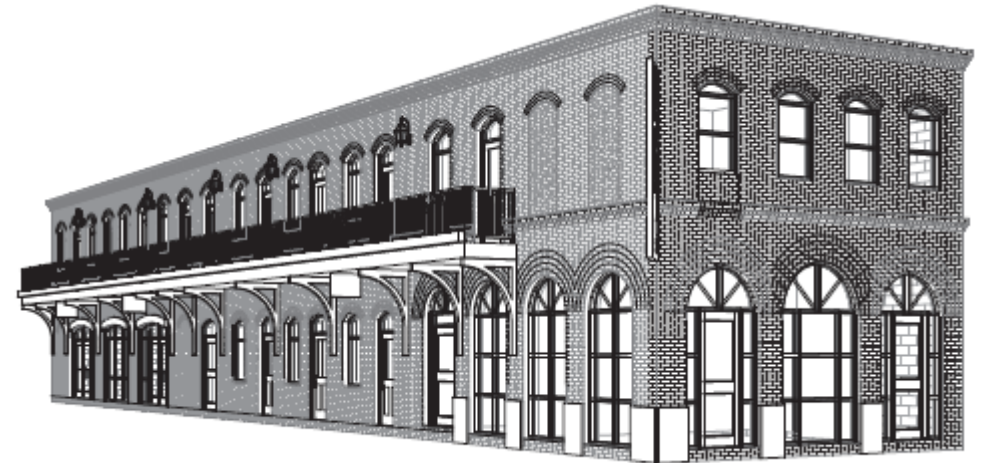
Community Tax Benefit: New Revenue Over 15-Year Agreement Term



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.



MISSION



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

VISION



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



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Legislation Text

File #: 22-864, 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

Libraries, Norma Martinez, (915) 212-3200

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement by and between the City of El Paso ("City") and the El Paso Independent School District (EPISD) to provide access to the City's OverDrive Digital Resource Collection through EPISD's single sign-on platform, thereby allowing EPISD students in grades K-12 to access Public Library Connect, a program that extends the City's Public Library digital collection and helps children gain greater access to reading materials.

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

DEPARTMENT: Libraries

AGENDA DATE: July 6, 2022

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Norma Martinez, 915-212-3200

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 4: Enhance El Paso's quality of life through recreational, cultural and educational environments

SUBGOAL: 4.2: Create innovative recreational, educational and cultural programs

SUBJECT:

That the Mayor is authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and the El Paso Independent School District (EPISD) to provide access to the City's OverDrive Digital Resource Collection through EPISD's single sign-on platform, thereby allowing EPISD students in grades K-12 to access Public Library Connect, a program that extends the City's Public Library digital collection and helps children gain greater access to reading materials.

BACKGROUND / DISCUSSION:

Public Library Connect extends the City's Public Library digital collection to K-12 students in the El Paso Independent School District and provides more reading choices. Students will be able to connect to Overdrive with their student ID and access titles that are filtered for maturity level.

PRIOR COUNCIL ACTION:

Yes

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

Norma P. Martinez

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

RESOLUTION

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

THAT the Mayor is authorized to sign an Interlocal Agreement by and between the City of El Paso (“City”) and the El Paso Independent School District (EPISD) to provide access to the City’s OverDrive Digital Resource Collection through EPISD’s single sign-on platform, thereby allowing EPISD students in grades K-12 to access Public Library Connect, a program that extends the City’s Public Library digital collection and helps children gain greater access to reading materials.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Danielle Escontrias
Danielle Escontrias
Assistant City Attorney

INTERLOCAL COOPERATION AGREEMENT

Between
El Paso Independent School District
And
City of El Paso
“OverDrive for Libraries”

This **Interlocal Cooperation Agreement** (“Agreement”) is entered into effective this ____ day of _____, 2022 (“**Effective Date**”), by and between the Parties pursuant to authority granted in compliance with Chapter 791, Texas Government Code.

I. THE PARTIES:

The Parties are El Paso Independent School District (“EPISD”) and City of El Paso (“City”). Both Parties are governmental entities, as defined under Texas Government Code, Chapter 791, with authority to enter into this Agreement and do so by action of their respective governing body.

II. PURPOSE:

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and political subdivisions of the State [or institutions of higher education] to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested.

The City’s public library system utilizes OverDrive and desires EPISD to use OverDrive for all its students.

OverDrive is the leading digital reading platform for libraries and schools worldwide. Using OverDrive expands a library's reach and engagement by extending beyond the library's physical walls and offering anytime, anywhere access to eBooks, audiobooks, magazines, and streaming video.

For good and valuable consideration, the Parties enter into this Agreement to give EPISD students’ access to City’s El Paso Public Library’s OverDrive Digital Library Collection through EPISD’s single sign-on platform, as shown on Exhibit “A” and Exhibit “B”, and to allow EPISD to share data pursuant to Exhibit “C” attached and fully incorporated by this reference.

III. CONSIDERATION:

Consideration exchanged between the Parties are the services provided and resources shared as described below, providing access to online library resources to the Parties and their community. No financial exchanges will occur as part of this Agreement.

IV. STATEMENT OF SERVICES:

1. **EPISD** shall be responsible for and have benefit of the following:

- a. Completing and abiding by all forms required by OverDrive and City.
- b. Completing technical setup and maintenance as required by OverDrive for authentication to City's Digital Library Collection.
- c. Authenticating EPISD credentials to allow access to the City's Digital Library Collection.

2. City shall be responsible for and have benefit of the following:

- a. Completing and abiding by all forms required by OverDrive and EPISD.
- b. Allowing EPISD to utilize the City's Digital Library Collection for users with authenticated EPISD credentials.
- c. Maintaining its own Collection Development & Review Policy.
- d. Abide by the terms of Exhibit C.

V. TERM AND TERMINATION

1. This Agreement will be valid for one year, subject to any limitations set forth herein, unless terminated in accordance with this section. This Agreement may be extended beyond the original term by mutual written agreement signed by Parties. The Board of Trustees of EPISD authorizes its Superintendent to sign any such extension that does not affect the approved budget.
2. Termination:
 - a. Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.
 - b. This Agreement may be terminated for convenience with 30 day prior written notice or by mutual written agreement of the Parties upon such terms as agreed. The Board of Trustees of EPISD authorizes its Superintendent to agree to any such termination that does not affect the approved budget.

VI. CONTRACTUAL RELATIONSHIP

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the parties hereto. Each party retains the right to conduct its business as it sees fit. City shall, at all times, be deemed an independent contractor.

VII. RESERVATION OF RIGHTS, IMMUNITY AND GOVERNMENTAL FUNCTION

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of

sovereign/governmental immunity or similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on EPISD or City not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. City agrees that if it receives information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). City further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, “Criminal History Record Information Review of Certain Contract Employees,” any applicable rule(s) adopted by the Texas Commissioner of Education, EPISD Board Policies, and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs Services under this Agreement.

VIII. INTERLOCAL COOPERATION AGREEMENT

This Agreement constitutes an “interlocal contract” within the meaning of, and as authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code. The purpose of this Agreement is to provide “governmental functions or services,” as therein defined. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

IX. GENERAL PROVISIONS

1. Disputes: If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.
2. Amendment and Assignment: Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement. The Board of Trustees of EPISD authorizes its Superintendent to sign any amendment that does not affect the approved budget.
3. Entire Agreement: This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

4. Notice to Parties: Any notice required by this Agreement shall be given by prepaid first class certified mail, return receipt requested to:

EPISD at:

Superintendent
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902

With a copy to:

General Counsel
El Paso Independent School District
1014 N. Stanton Street
El Paso, Texas 79902

City of El Paso at:

Tomás González
City of El Paso
300 N. Campbell
El Paso, Texas 79901

or such other address as later provided by a party through written notice to the other party.

5. Applicable Law and Venue: This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as well as any applicable federal law and policy of EPISD. If any legal action or dispute resolution is necessary to enforce the terms of this Agreement, exclusive venue shall lie in El Paso County, Texas. Further, and for any project that is in whole or in part funded through the Federal government, the applicable program or appropriation statute(s), federal agency regulations, and Circulars of the U.S. Office of Management and Budget shall apply.
6. No Indemnification: The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.
7. Binding Effect: This Agreement, and every provision thereof, shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.
8. No Waiver: The consent or waiver, express or implied, by a party to a breach of any provision, or the failure, or apparent failure, of either party at any time to require performance by the other of any provision of this Agreement, shall in no way affect the

- right of such party to require performance of that provision or any other provision of this Agreement.
9. Mutual Negotiation: This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.
 10. Contract Language: Wherever the context shall require, the singular shall include the plural, and the female gender shall include the male, the neuter, and vice versa. This Agreement may be executed in original or facsimile signatures, in multiple counterparts. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
 11. Severability: All agreements and covenants contained in this Agreement are severable. Any provision, or part thereof, of this Agreement held by a court of competent jurisdiction to be illegal, invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision, or part thereof, so held to be illegal, invalid or unenforceable. In lieu of any provision so held, there will be added a provision that preserves the intention of the unenforceable provision and complies with the law.
 12. Warranty of Capacity to Execute Agreement: The person signing this Agreement on behalf of each party warrants they have the authority to do so and to bind their party to this Agreement.
 13. Survival: A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

Signatures on the following page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

EL PASO INDEPENDENT SCHOOL DISTRICT

Diana Sayavedra, Superintendent

Date

Approved to Form:

Jeanne C. Collins, General Counsel

Date

CITY OF EL PASO

Oscar Leaser
Mayor

Date

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Danielle Escontrias
Danielle Escontrias
Assistant City Attorney

Exhibit “A”

Public Library CONNECT School Terms and Conditions

OverDrive, Inc. and its affiliates (“OverDrive”, “we”, “us”, or “our”) provides digital content, software applications, technology services and hosted websites for third parties, including schools and institutions that subscribe to OverDrive’s Sora service (“School Account”).

1. OverDrive provides School Account services for access to digital content, OverDrive-hosted websites, applications, software, technologies and services related to Sora (collectively referred to as “Sora Service”).
2. School Account consents to allowing its End Users to be connected to digital content through its Sora Service, from the participating public library’s OverDrive Digital Collection by utilizing student IDs or school/district sign on credential through OverDrive’s service Public Library CONNECT (“PLC”).
3. School Account shall cooperate with OverDrive to complete any forms and technical setup required for authentication of its students.
4. End User access via PLC to their public library’s digital collection is provided to Participating School at no cost.
5. Public library titles checked out by End Users using PLC are included in the public library’s Marketplace Checkout report.
6. School Account using PLC shall be limited to connecting to public libraries whose service area includes the location of the school and are subject to OverDrive approval.
7. The term of School Account’s access to PLC shall run concurrent with the public library’s OverDrive agreement. In the event of termination or expiration of the public library’s OverDrive agreement, Participating Schools will no longer have access to the materials shared via PLC.

Exhibit "B"

Participating School Consent Form



Sora
The student reading app

+



School Information

Name of School:

Primary Contact

Name:

Title:

Telephone:

Work Email:

Which public library(ies) serves the students in your district?

School + Library = More Readers

With the Sora student reading app's Public Library CONNECT feature, **kids can access age-appropriate ebooks and audiobooks from the local public library** in addition to their school's digital collection. The result of this game-changing integration? **Students read more.**

Benefits for Schools:

- Seamless access to a wealth of ebooks & audiobooks
- Foster a lifelong love of reading
- Student-focused tools and educator-focused insights
- Age-appropriate view of the public library digital collection

Acknowledgement and Acceptance:

My signature below confirms acceptance of the Public Library Connect School Terms and Conditions available at (<https://company.overdrive.com/school-plctc.pdf>) and confirms my authority for my Participating School to enter into this agreement.

Please complete this consent form and email to connect@overdrive.com or return by fax to +1 216-573-6889.

By: (Signature) Title:

Name: (Print) Date:



One OverDrive Way, Cleveland, OH 44125 • P: 1+ 216-573-6886 F: 1+ 216-573-6889

PLC Partner School Consent Form 07122021v6 ©2021 OverDrive, Inc.

Exhibit “C”

DATA SHARING AGREEMENT

This Data Sharing Agreement (“Agreement”) is made between City of El Paso (“City”) and El Paso Independent School District (“EPISD”). The EPISD and City are collectively referred to as the “Parties.”

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “Data” shall mean all student data, metadata, user content, course content, materials, and any and all data and information relating to the EPISD, its business and educational practices, its intellectual property, or data relating to any of its employees, directly or indirectly provided by the EPISD, or any end user(s) or contractor thereof, to or collected by City. “Data” specifically includes all personally identifiable information in education records, directory data, and other non-public information. The EPISD shall not be obligated to provide any Data except as expressly stated on Exhibit “C-1”, attached hereto and incorporated. “Services” shall mean the services City will provide to or for the benefit of the EPISD as described in the Agreement
- B. The EPISD owns and retains all rights, title, and interest to, or has appropriate possessory rights in, Data. City makes no claim of license, title, or ownership to or in the Data.
- C. All Data shall at all times be treated as confidential by City and shall not be copied, mined, stored, or used by City for any purpose not related to providing the Services to or for the EPISD. The Data shall not be disclosed by City to any third party except as provided by law and with the express, specific prior written consent of the EPISD. As outlined in more detail below, City acknowledges that personally identifiable information is protected against disclosure by applicable Federal and state statutes and regulations, and Provider agrees to comply with said statutes and regulations.
- D. **The Data is being provided and/or collected on an AS IS basis and the EPISD does not make and City does not rely upon, any express or implied representation, warranty or guarantee as to the accuracy or completeness thereof.**

2. PURPOSE, SCOPE, AND DURATION.

- A. For City to provide the Services to the EPISD it may become necessary for the EPISD to share certain Data related to the EPISD’s students, employees, business practices, and/or intellectual property.
- B. The Parties acknowledge that the EPISD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)) (“FERPA”), which federal law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally

identifiable information in education records. The Parties agree the Data is being provided to and/or collected as part of the Services performed by City on behalf of the EPISD, and City agrees not to permit identification of parents and students by individuals other than representatives that have legitimate interests in the information. City is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because City: (1) provides a service or function for which the EPISD would otherwise use employees; (2) is under the direct control of the EPISD with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

- C. The Parties further acknowledge that City is subject to Texas Education Code, Section 44.034; and may be subject to Subchapter D to Chapter 32 of the Texas Education Code, which protects and restricts use of certain student information, to the extent that it applies to the Data.
 - D. The Parties expect and anticipate that City may receive personally identifiable information in education records from the EPISD only as an incident of the Services. City shall be permitted to use any such personally identifiable information in education records as a function of performing the Services. City represents it shall not use or further disclose any personally identifiable information in education records other than as a function of performing the Services.
 - E. This Agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that City provides the Services.
 - F. At the conclusion of this Agreement and if and when the Data is no longer needed or to be retained regarding the Services, City agrees, at its expense, to promptly destroy or transfer to the EPISD all Data that City may have in its possession. City will confirm in writing to the EPISD when such action has been completed.
 - G. City shall comply with all applicable laws in performance of the Services and in collection, use, maintenance, disclosure, or other handling of the Data, all consistent with the Contract, and shall impose by contract the requirements described in this Agreement to all contractors (if authorized) used by City for performance of Services.
3. DATA COLLECTION. City will only collect Data necessary to perform the Services.
4. DATA USE. City will use and retain Data only for the purpose of fulfilling the Services.

5. **MARKETING AND ADVERTISING PROHIBITED.** City shall not use any Data to advertise or market to students, their parents, EPISD employees or officials, or others.
6. **SECURITY CONTROLS.** City shall take all reasonable measures to store and process Data. This includes implementing appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use. City shall store the Data in accordance with applicable laws and industry best practices.
7. **NOTIFICATION OF DATA BREACH.**
 - A. When City becomes aware of a disclosure or security breach concerning any Data, City shall immediately notify the EPISD and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible and to satisfy legal requirements relating to or arising from such breach.
 - B. The Parties agree any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at the EPISD's discretion, result in the EPISD immediately terminating this Agreement.

Exhibit C-1

Student IDs

Full Name

Grade

School

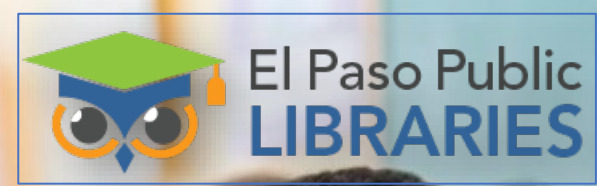
Teacher (Responsible Party)



Interlocal Agreement

Provide students with greater access to library resources

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



Library Standard Programs

Family Story Time - Tuesdays @ 4:30 PM

Conversational English - Tuesdays @ 5:30 PM

Pre-School Story Time - Wednesdays @ 10 AM

Citizenship Classes - Wednesdays @ 5:30 PM

Teen Hangout - Thursdays @ 4:30 PM

Computer Classes - Days and Times Vary

LEGO Building Time – Fridays @ 4 PM

Family Story Time – Saturdays @ 10 AM



Library Successes

- Hours restored to pre-pandemic levels
- \$2.1 Million Federal Grant to Provide Internet Services to vulnerable communities
- Secured 200 free laptop computers for the public
- Graduated 101st adult high school student from Career Online High School
- Armijo Branch to open in July making it the 12th of 14 branches to reopen



Securing Partnerships That Support Educational Achievement

- The Great Khalid Foundation
 - Everyoneon.org
 - Ysleta Independent School District
 - Region 19
 - El Paso Community College
 - Friends of the Libraries
-



Supporting Scholastic and Professional Achievement

Access
to Free
WiFi

Classes and
Workshops

Access to
Mobile
Hotspots

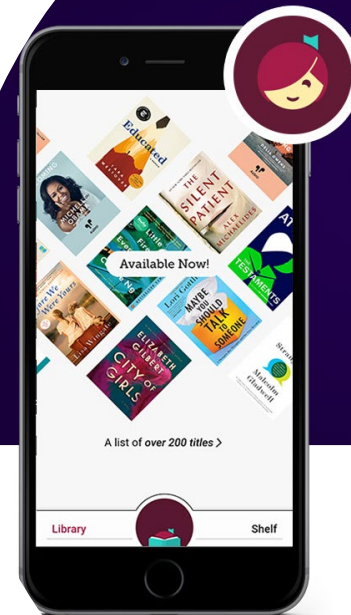
Virtual
Library
Cards

Interlocal Agreement

To provide easier access to the Library's online digital collection to students of the El Paso Independent School System.



Digital library
always open.



OPEN
24
HOURS

Read on Libby.
The one-tap reading app
from our library.

Same as Agreement Already in Place at YISD

ATTRACT NEW USERS AND BOOST CIRCULATION

Public Library CONNECT extends your library's digital collection to the K-12 students in your community and helps them **read more**.

- Students install the free Sora reading app
- Kids connect to your library with their student ID. Titles are filtered for maturity level.
- Free for libraries. No integrations required.

Public Library CONNECT is for every school in your service area.

- **Attract new users and boost circulation** of juvenile and young adult content
- **Engage the next generation** of public library users
- Remove barriers and **serve students where they are**

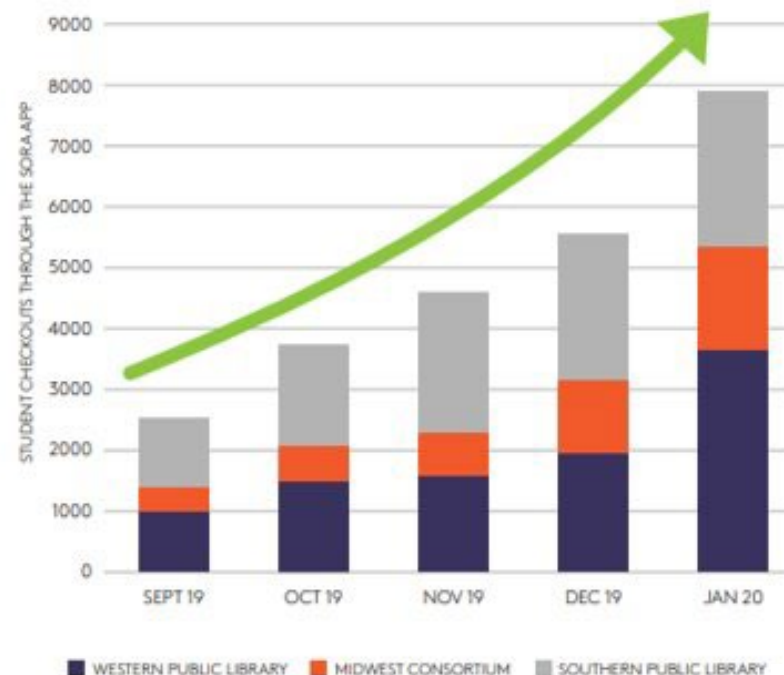


Sora

The student reading app
that links to your library

PUBLIC LIBRARY CIRCULATION IN THE CLASSROOM

A recent sample of three libraries



Mission

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

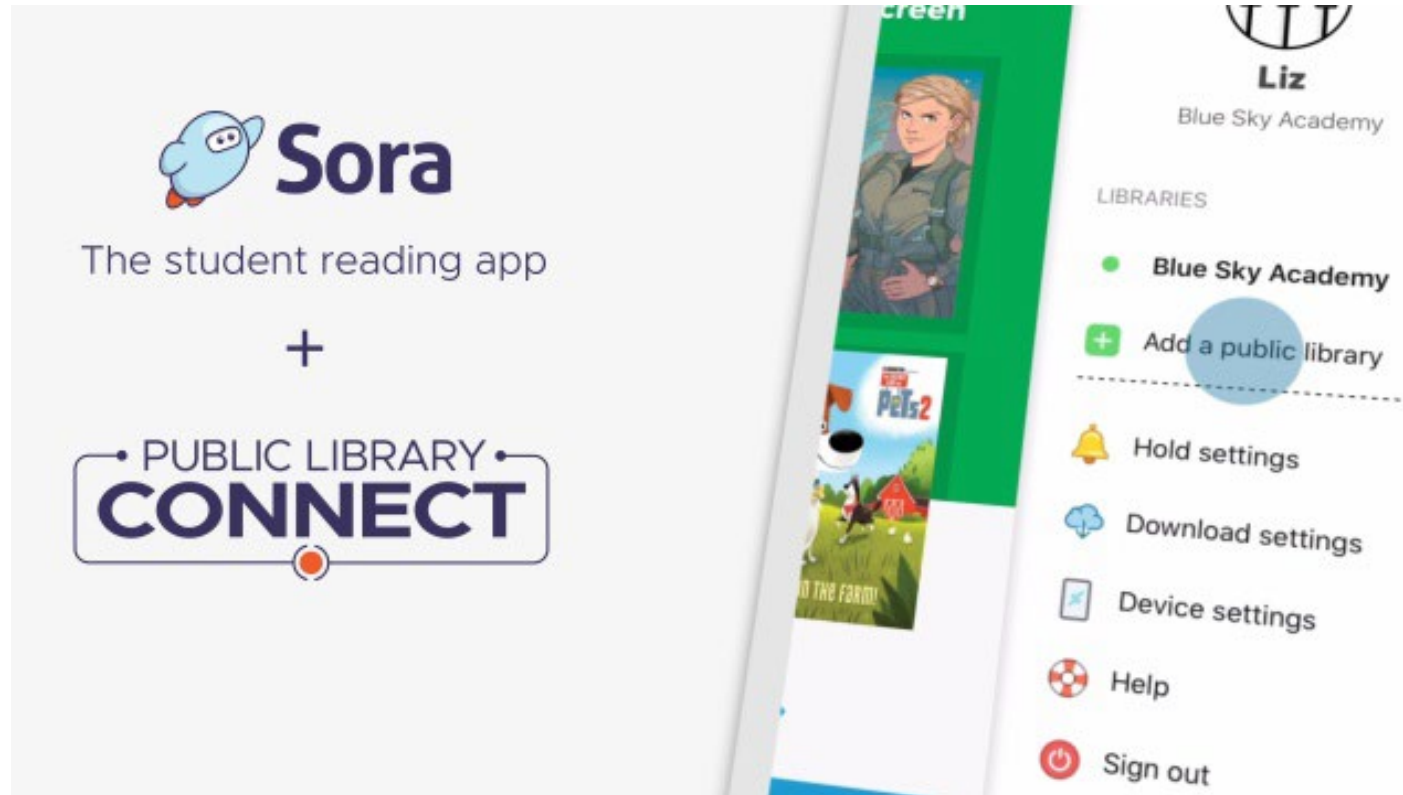
Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

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

QUESTIONS:

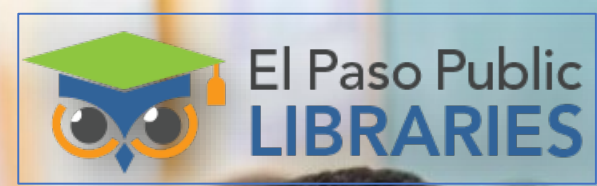




Interlocal Agreement

Provide students with greater access to library resources

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



Library Standard Programs

Family Story Time - Tuesdays @ 4:30 PM

Conversational English - Tuesdays @ 5:30 PM

Pre-School Story Time - Wednesdays @ 10 AM

Citizenship Classes - Wednesdays @ 5:30 PM

Teen Hangout - Thursdays @ 4:30 PM

Computer Classes - Days and Times Vary

LEGO Building Time – Fridays @ 4 PM

Family Story Time – Saturdays @ 10 AM



Library Successes

- Hours restored to pre-pandemic levels
- \$2.1 Million Federal Grant to Provide Internet Services to vulnerable communities
- Secured 200 free laptop computers for the public
- Graduated 101st adult high school student from Career Online High School
- Armijo Branch to open in July making it the 12th of 14 branches to reopen



Securing Partnerships That Support Educational Achievement add te

- The Great Khalid Foundation
 - Everyoneon.org
 - Ysleta Independent School District
 - Region 19
 - El Paso Community College
 - Friends of the Libraries
-



Supporting Scholastic and Professional Achievement

Access
to Free
WiFi

Classes and
Workshops

Access to
Mobile
Hotspots

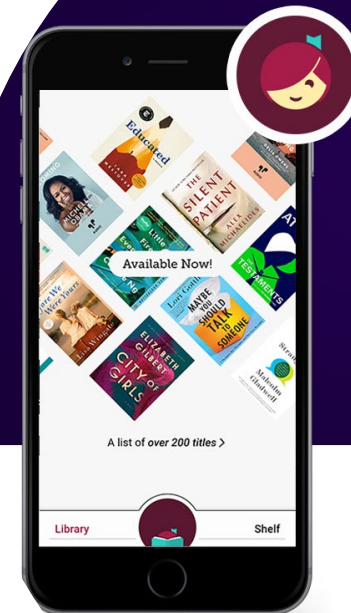
Virtual
Library
Cards

Interlocal Agreement

To provide easier access to the Library's online digital collection to students of the El Paso Independent School System.



Digital library
always open.



OPEN
24
HOURS

Read on Libby.
The one-tap reading app
from our library.

Same as Agreement Already in Place at YISD

ATTRACT NEW USERS AND BOOST CIRCULATION

Public Library CONNECT extends your library's digital collection to the K-12 students in your community and helps them **read more**.

- Students install the free Sora reading app
- Kids connect to your library with their student ID. Titles are filtered for maturity level.
- Free for libraries. No integrations required.

Public Library CONNECT is for every school in your service area.

- **Attract new users and boost circulation** of juvenile and young adult content
- **Engage the next generation** of public library users
- Remove barriers and **serve students where they are**

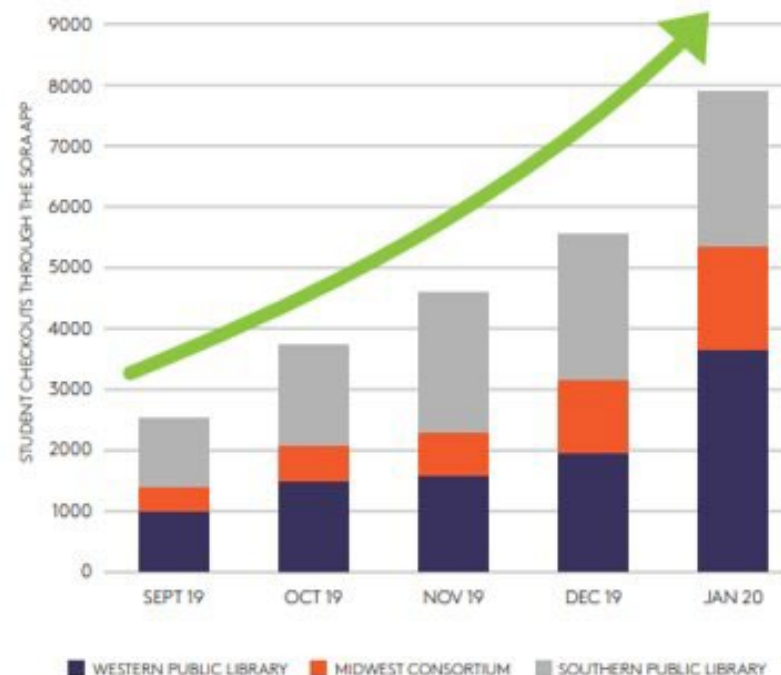


Sora

The student reading app
that links to your library

PUBLIC LIBRARY CIRCULATION IN THE CLASSROOM

A recent sample of three libraries



Mission

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

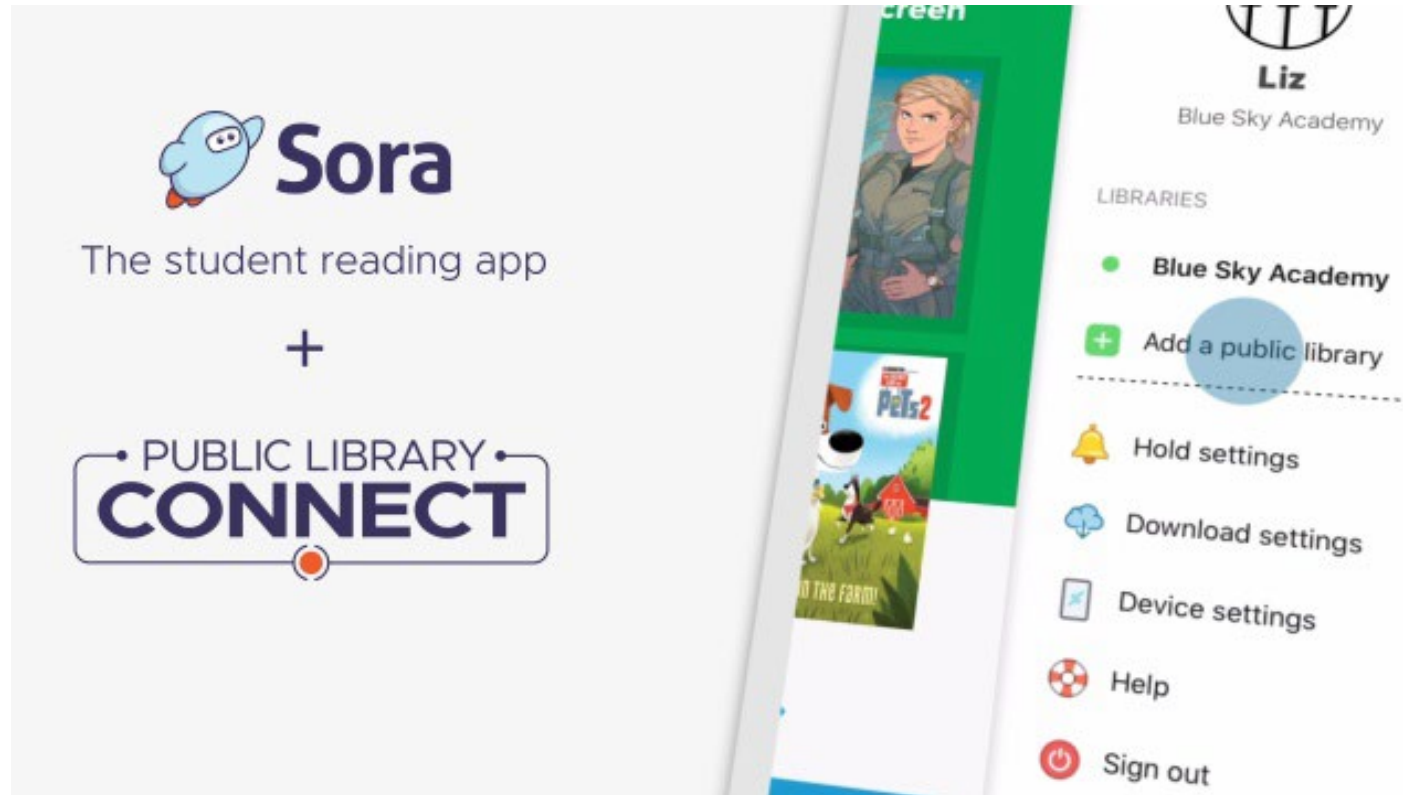
Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

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

QUESTIONS:





Legislation Text

File #: 22-832, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action that the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for Traffic Management Center Upgrade Phase 2 project, which has an estimated total project cost of \$9,164,503.00 of which the estimated local government participation amount is estimated at \$725,914.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

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

AGENDA DATE: July 6, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-1860

DISTRICT(S) AFFECTED: All

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

SUBGOAL: N/A

SUBJECT:

Discussion and action that the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for Traffic Management Center Upgrade Phase 2 project, which has an estimated total project cost of \$9,164,503.00 of which the estimated local government participation amount is estimated at \$725,914.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

BACKGROUND / DISCUSSION:

The scope of work for the Project consists of the design and construction of the upgrades to the City of El Paso Traffic Management Center and traffic signal upgrades to include evaluating latest technology used to control and communicate with traffic signal lights, adaptive technology, emergency preemption and mass transit priority. Field investigations will be necessary to evaluate any new construction needs to accommodate the new equipment footprint.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

FHWA/TxDOT and CO's

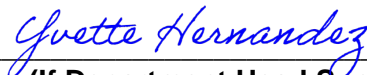
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for Traffic Management Center Upgrade Phase 2 project, which has an estimated total project cost of \$9,164,503.00 of which the estimated local government participation amount is estimated at \$725,914.00. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

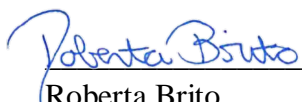
ATTEST:

Oscar Leoser
Mayor

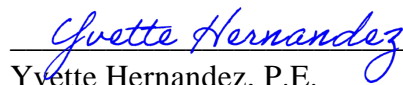
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Assistant City Attorney



Yvette Hernandez, P.E.
City Engineer

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Congestion Mitigation Air Quality Project Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of El Paso**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **The project includes the upgrade of the City of El Paso TMC & Traffic Signal controller equipment city wide. Phase 1 is the design phase and phase 2-5 are the implementation and construction of the design.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-El Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **the design and construction of the upgrades to the City of El Paso Traffic Management Center and traffic signal upgrades to include evaluating latest technology used to control and communicate with traffic signal lights, adaptive technology, emergency preemption and mass transit priority. Field investigations will be necessary to evaluate any new construction needs to accommodate the new equipment footprint.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-El Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of El Paso ATTN: CID Director of Grant Funded Programs P.O. Box 1890 El Paso, Texas 79950-1890	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure*

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-EI Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-El Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			AFA Not Used For Research & Development	

by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-El Paso	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	134000				
Project Name	Traffic Management Center Upgrade Phase 2			<i>AFA Not Used For Research & Development</i>	

- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

THE CITY OF EL PASO

By: _____
Tomás González, City Manager


Date

APPROVED AS TO CONTENT:



Yvette Hernandez, P.E.
City Engineer

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

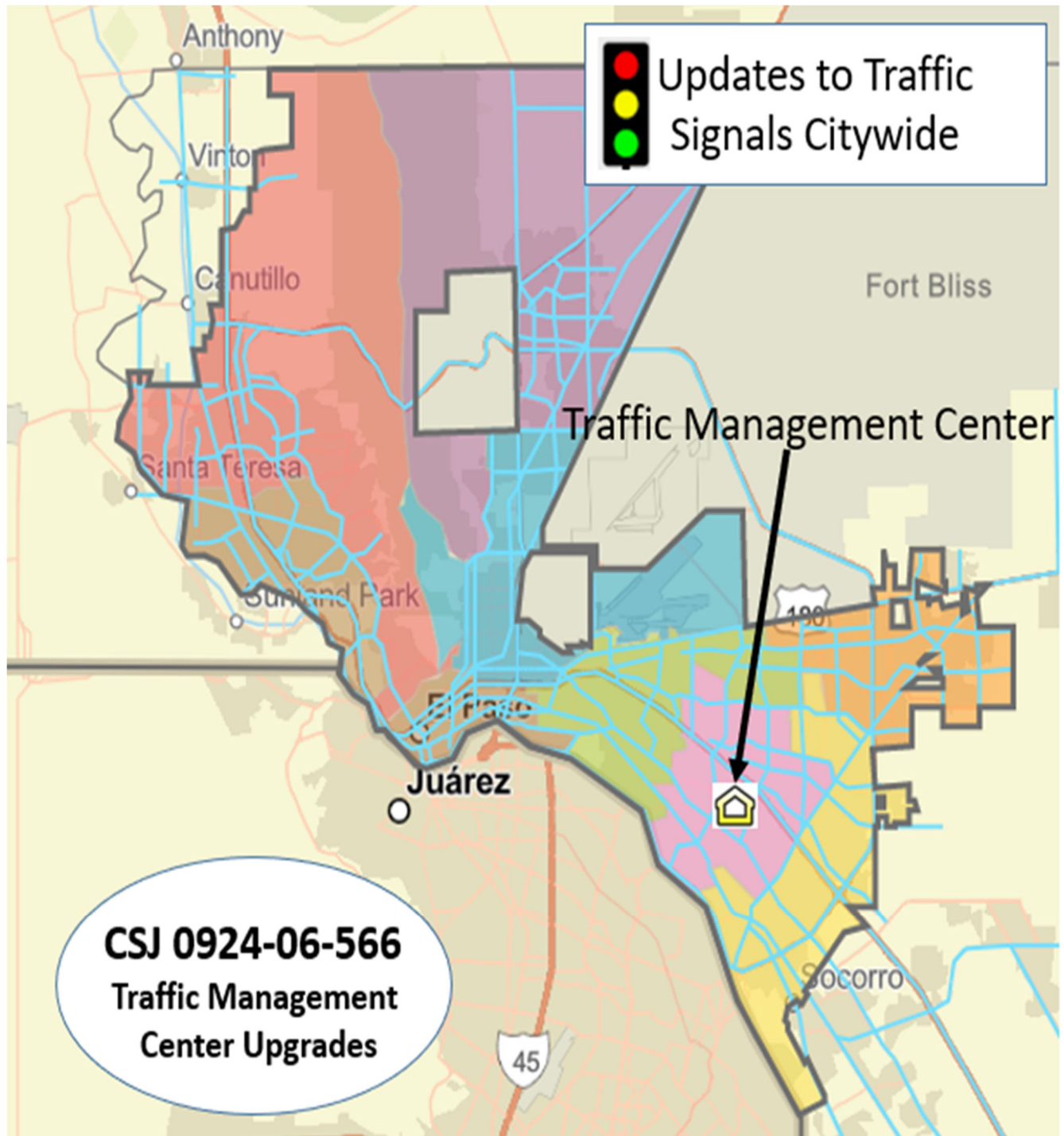
Director of Contract Services

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-ELP	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	Traffic Management Center Upgrade, PH2			AFA Not Used For Research & Development	

ATTACHMENT A **LOCATION MAP SHOWING PROJECT**



TxDOT:				Federal Highway Administration:	
CSJ #	0924-06-566			CFDA No.	20.205
District #	24-ELP	AFA ID	Z00003285	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400				
Project Name	Traffic Management Center Upgrade, PH2			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Except for Indirect State Costs, all other costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Engineering (by Local Government)	\$5,260,329	80%	\$4,208,263	0%	12.0%	\$631,240	20%	8.0%	\$420,826
Environmental (by Local Government)	\$100,000	80%	\$80,000	0%	12.0%	\$12,000	20%	8.0%	\$8,000
Construction (by Local Government)	\$3,669,976	80%	\$2,935,981	0%	12.0%	\$440,397	20%	8.0%	\$293,598
Subtotal	\$9,030,305		\$7,224,244			\$1,083,637			\$722,424
Environmental Direct State Costs	\$7,590	80%	\$6,072	0%	12.0%	\$911	20%	8.0%	\$607
Right of Way Direct State Costs	\$1,897	80%	\$1,518	0%	0%	\$0	20%	8.0%	\$379
Engineering Direct State Costs	\$17,078	80%	\$13,663	0%	12.0%	\$2,049	20%	8.0%	\$1,366
Utility Direct State Costs	\$1,897	80%	\$1,518	0%	0%	\$0	20%	8.0%	\$379
Construction Direct State Costs	\$9,487	80%	\$7,590	0%	12.0%	\$1,138	20%	8.0%	\$759
Indirect State Costs	\$96,249	0%	\$0	100%	100%	\$96,249	0%	0%	\$0
TOTAL	\$9,164,503		\$7,254,605			\$1,183,984			\$725,914

Initial payment by the Local Government to the State: \$2,731

Payment by the Local Government to the State before construction: \$759

Estimated total payment by the Local Government to the State \$ 3,490

This is an estimate. The final amount of Local Government participation will be based on actual costs.



City of El Paso

Capital Improvement Department



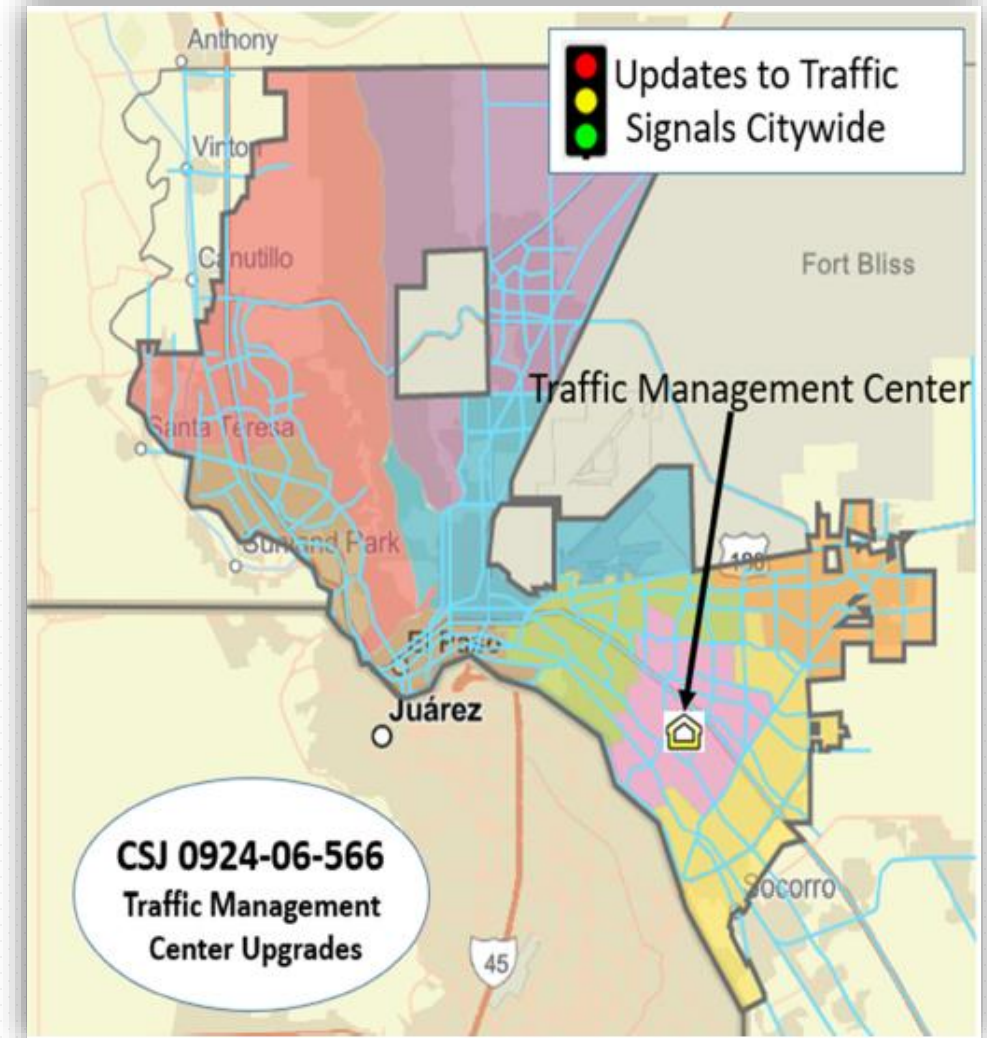
Traffic Management Center Upgrades Ph II

Advanced Funding Agreement

July 6, 2022

Background

- Project consists of the design and construction of the upgrades to the City of El Paso Traffic Management Center and traffic signal upgrades to include evaluating latest technology used to control and communicate with traffic signal lights, adaptive technology, emergency preemption and mass transit priority.



Recommendations

- That the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for Traffic Management Center Upgrade Phase 2 project.
- Estimated total project cost: \$9,164,503
- Estimated **City participation** amount of **\$725,914**



Mission

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



Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Vision

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

Misión

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

Valores

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

Visión

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



Legislation Text

File #: 22-751, 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

Community and Human Development, Nickole Rodriguez, (915) 212-1673

AGENDA LANGUAGE:

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

Discussion and action on a Resolution approving recommendations, as set forth in Exhibit A and Exhibit B, for the Neighborhood Improvement Program (NIP) Round 5 projects funded under the 2012 Quality of Life (QOL) bond, and Round 4 Project Adjustment/Reallocations. [POSTPONED FROM 06-22-2022]

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

DEPARTMENT: Community + Human Development

AGENDA DATE: June 22, 2022

CONTACT PERSON/PHONE: Nicole Ferrini, Director 915-212-1659, ferrininm@elpasotexas.gov, Nickole Rodriguez, Community Development Program Manager 915-212-1673, rodriguezh@elpasotexas.gov

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 8- Nurture and promote a healthy, sustainable community
4- Enhance El Paso's quality of life through recreation, cultural, and educational environments

SUBJECT:

Discussion and action on a resolution approving recommendation, as set forth in Exhibit A and Exhibit B, for the Neighborhood Improvement Program (NIP) Round 5 projects funded under the 2012 Quality of Life (QOL) bond, and Round 4 Project Adjustment/Reallocations.

BACKGROUND / DISCUSSION:

Neighborhood Improvement Program (NIP) is for recognized neighborhood and civic associations to request small-scale improvement projects on City-owned property or public-right-of-way to provide additional amenities and/or aesthetic appeal.

NIP is funded at \$10 million under the 2012 QOL bond. A total of 4 million is allocated for Round 5 and 25% (\$1,000,000) is set aside to cover engineering cost to include engineering services, design, procurement, and contract compliance. The remaining \$3 million is allocated equally per District and is competitive among associations within the same District for project constructions and contingency cost. Total funding available for this round is \$4,400,500.00 that includes rollover funds from previous rounds.

The follow is the available NIP Round 5 project funds per District:

District	Round 5 Allocation	Round 4 Rollover	Round 5 Available Funds for Project Request*
Dist 1	\$375,000	\$84,415.08	\$459,415.08
Dist 2	\$375,000	\$81,173.00	\$456,173.00
Dist 3	\$375,000	\$7,141.13	\$382,141.13
Dist 4	\$375,000	\$778.46	\$375,778.46
Dist 5	\$375,000	\$116,813.34	\$491,813.34
Dist 6	\$375,000	\$32,026.94	\$407,026.94
Dist 7	\$375,000	\$58,667.26	\$433,667.26
Dist 8	\$375,000	\$19,538.25	\$394,538.25

TOTAL:	\$3,000,000	\$400,553.46	\$3,400,533.46
---------------	--------------------	---------------------	-----------------------

** Does not include the \$1M set aside used for engineering costs*

A total of 47 applications were submitted for Round 5. City departments involved in potential implementation of projects reviewed project proposals for feasibility and those deemed feasible were forwarded to the Capital Improvement Department (CID) to develop cost estimates. Proposal review meetings were conducted between the applicant associations and applicable City departments to refine and finalize project scopes.

Each application was evaluated based on a Council-approved scorecard included in the application packet. A review team consisting of staff from Community + Human Development, Parks & Recreation, Capital Improvement, and Streets & Maintenance reviewed and scored the application sections. Recommendations for each District are based on fully funding the top scoring project followed by the next highest scoring proposal(s) that can be significantly completed within remaining funds. A total of 19 projects are being recommended, as set forth in Exhibit A.

Round 4 Project Deletion: Staff is recommending the deletion of the North Stanton Pedestrian pathway approved in the Round 4 allocation in 2019 and applying the funds to the Round 5 allocation. The Upper Mesa Hills Neighborhood Association rejected the project proposal of delineators to form a pedestrian pathway, as set forth in Exhibit B.

PRIOR COUNCIL ACTION:

City Council approved the following resolutions:

- 07/29/2014 – NIP policies and scorecard
- 11/14/2017 – Amended NIP scorecard
- 10/15/2019 – Redistribution of remaining 2012 QOL funds

City Council approved the following rounds of NIP projects under the 2012 QOL Bond funds:

- 06/24/2014 – Round 1 (18 projects)
- 06/23/2015 – Round 2 (15 projects)
- 01/24/2017 – Round 3 (20 projects)
- 11/26/2019 – Round 4 (19 projects)

AMOUNT AND SOURCE OF FUNDING:

\$10,000,000 – 2012 Quality of Life Bond


BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:



APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

WHEREAS, Neighborhood Improvement Program (“NIP”) initiates projects requested by recognized neighborhood and civic associations for permanent public improvements that benefit neighborhood residents and the general public at large; and

WHEREAS, in 2012, the citizens of El Paso, Texas approved the 2012 Quality of Life Bonds, which included funding for the NIP; and

WHEREAS, the NIP’s total budget made available from the 2012 Quality of Life Bonds is \$10,000,000.00 to be apportioned equally among El Paso’s eight Representative Districts for eligible public improvement projects and program administration costs; and

WHEREAS, previous allocations (Rounds 1, 2 and 3) were approved and implemented by City Council on June 24, 2014, June 23, 2015 and January 24, 2017, respectively; and

WHEREAS, on November 14, 2017, the NIP scorecard was approved by the City Council;

WHEREAS, on October 15, 2019, the allocation of \$3,000,000 for the fourth round was approved by City Council;

WHEREAS, on _____ 2022, the allocation of \$4,000,000 for the fifth round was approved by City Council;

WHEREAS, City staff has reviewed the applications and provided recommendations for the NIP projects to be approved by City Council in the fifth round of the 2012 Quality of Life Bonds NIP funding.

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

That City Council hereby approves the Neighborhood Improvement Program projects for expenditure of designated NIP funds in the 2012 Quality of Life Bonds, said projects specifically set forth in Exhibits "A" and “B”, attached hereto.

(Signatures begin on following page)

APPROVED this _____ day of _____, 20____.

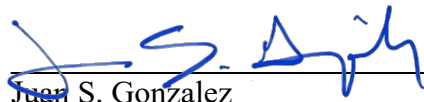
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

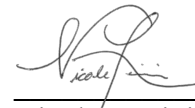
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community and Human Development

Exhibit A
Neighborhood Improvement Program (NIP) – Round 5 Recommended Projects

District	Neighborhood Association	Project Title	Project Budget	Total Budget (Includes Rollover)
1	Coronado Hills	Broadmoor, Thunderbird, Pinehurst, and Singing Hills - Reflective markers on striping and raised markers	<i>\$84,216.00</i>	\$459,415.00
	Rim Area	Upper Tom Lea Park - trash cans, park lights	<i>\$114,048.00</i>	
	Montoya Garden	Little River Park- 3' rock wall and security camera system	<i>\$203,060.00</i>	
	Borderland	Borderland Park-(Partial fund), security camera system	<i>\$58,091.00</i>	
2	Sunrise	Sunrise Park- (9) exercise equipment	<i>\$121,550.00</i>	\$282,350.00
	Manhattan Heights	Memorial Park - (2) Park lights	<i>\$46,200.00</i>	
	Normandy	Normandy Park - Park lights	<i>\$39,600.00</i>	
	Chivas Town	Grandview Park-(Partial Fund) (6) 3" Caliper trees, water audit	<i>\$75,000.00</i>	
3	El Paso Lower Valley	Balsam Street- Streetlights	<i>\$148,500.00</i>	\$320,515.00
	Stiles Garden	Stiles Park- Canopy and picnic tables	<i>\$172,015.00</i>	
4	Castner Heights	Todd Ware Park- 30x30 metal canopy, (3) picnic tables, concrete slab, irrigation modifications	<i>\$347,715.00</i>	\$347,715.00

5	East Cave	East Cave Park- basketball court, (4) tables	<i>\$216,480.00</i>	\$407,880.00
	Coyote Park	Coyote Park- basketball court	<i>\$191,400.00</i>	
6	Ranchos Del Sol	Rancho Del Sol Park- Walking path, (1) bench, (3) trees, Playground Equipment, Playground wood fiber, irrigation modifications	<i>\$290,883.00</i>	\$290,883.00
7	Penrose	Marion Manor Park- (5) tables with canopy, (6) trash cans, playground canopy	<i>\$176,182.00</i>	\$425,153.00
	Lomaland	E. L. Williams Park- (2) canopies over bleachers	<i>\$130,171.00</i>	
	Playa	Playa Drain (Knights to Shawver Park)- (Partial Fund) (60) bollards	<i>\$118,800.00</i>	
8	Washington Delta	Washington Park- exercise equipment with safety surface, sidewalk (900sy), lime stabilization (900sy), irrigation modifications	<i>\$295,374.00</i>	\$349,214.00
	Zach White	Coach Jack D. Quarles Park- Park lights	<i>\$53,840.00</i>	

Exhibit B

Neighborhood Improvement Program (NIP) – Round 4 Project Adjustments/Reallocations

Round 4 NIP

District	Neighborhood Association	Project Title	Budget	Recommendation
1	Upper Mesa Hills	N. Stanton pedestrian path (delineators)	\$67,671	Delete project due to project infeasibility.

Neighborhood Improvement Program (NIP) Round 5

Nickole Rodriguez
Community + Human Development

June 22, 2022

Goal 8- Nurture and promote a healthy, sustainable community

Goal 4- Enhance El Paso's quality of life through recreation, cultural, and educational environments

Neighborhood Improvement Program

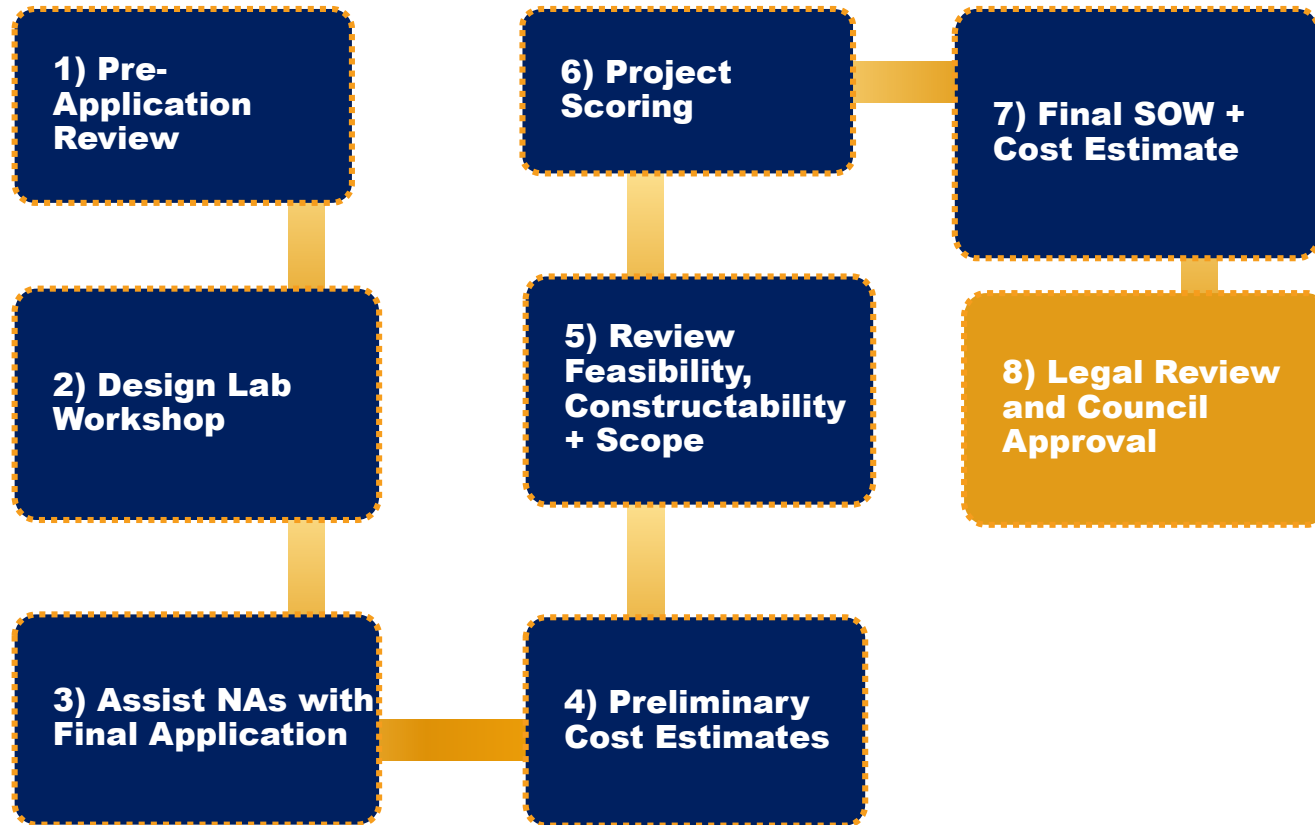
The **Neighborhood Improvement Program (NIP)** provides an opportunity for Recognized Neighborhood Associations (RNA) to request *small-scale, permanent physical improvement projects* to enhance the quality of life in their neighborhoods.

NIP is funded at **\$10M** under the 2012 Quality of Life Bond. Funding is allocated equally per District and is competitive among RNA within the same District.

Each District in Round 5 had a budget of **\$375,000**, plus any remaining funds from previous rounds.



NIP Round 5 – Review Process



Round 5 = \$4 million

Received **47** Applications

Scored **29** applications

Project Requests totaled over **\$4.6K**

Recommending 19 Projects

Totaling = **\$2,883,125**

(includes previous rounds rollover)

NIP Round 4- Rollover

District	Round 5 Allocation	Round 4 Rollover	Round 5 Available Funds for Project Request*
1	\$375,000	\$84,415.08	\$459,415.08
2	\$375,000	\$81,173.00	\$456,173.00
3	\$375,000	\$7,141.13	\$382,141.13
4	\$375,000	\$778.46	\$375,778.46
5	\$375,000	\$116,813.34	\$491,813.34
6	\$375,000	\$32,026.94	\$407,026.94
7	\$375,000	\$58,667.26	\$433,667.26
8	\$375,000	\$19,538.25	\$394,538.25
TOTAL:	\$3,000,000	\$400,553.46	\$3,400,533.46

* Does not include the \$1M set aside used for engineering costs

NIP Round 4- Rollover

District 1

Upper Mesa Hills Neighborhood Association
North Stanton Pedestrian Pathway

Total Project Budget Approved in 2019 = \$67,671



Recommendation: Delete project from Round 4 and **reallocate** funds to Round 5.

NIP Round 5

Project Recommendations

District	Neighborhood Association	Project Request	Funds
1	Coronado Hills	Broadmoor, Thunderbird, Pinehurst, and Singing Hills - Reflective markers on striping and raised markers	\$84,216.00
1	Rim Area	Upper Tom Lea Park - trash cans, park lights	\$114,048.00
1	Montoya Garden	Little River Park - 3' rock wall and security camera system	\$203,060.00
1	Borderland	Borderland Park- (Partial fund) , security camera system	\$58,091.00
2	Sunrise	Sunrise Park - (9) exercise equipment	\$121,550.00
2	Manhattan Heights	Memorial Park - (2) Park lights	\$46,200.00
2	Normandy	Normandy Park - Park lights	\$39,600.00
2	Chivas Town	Grandview Park- (Partial Fund) (6) 3" Caliper trees, water audit	\$75,000.00
3	El Paso Lower Valley	Balsam Street - Streetlights	\$148,500.00
3	Stiles	Stiles Park - Canopy and picnic tables	\$172,015.00

NIP Round 5

Project Recommendations

District	Neighborhood Association	Project Request	Funds
4	Castner	Todd Ware Park- 30x30 metal canopy, (3) picnic tables, concrete slab, irrigation modifications	\$347,715.00
5	East Cave	East Cave Park- basketball court, (4) tables	\$216,480.00
5	Coyote Park	Coyote Park- basketball court	\$191,400.00
6	Ranchos del Sol	Rancho Del Sol Park- Walking path, (1) bench, (3) trees, Playground Equipment, Playground wood fiber, irrigation modifications	\$290,883.00
7	Penrose	Marion Manor Park- (5) tables with canopy, (6) trash cans, playground canopy	\$176,182.00
7	Lomaland	E. L. Williams Park- (2) canopies over bleachers	\$130,171.00
7	Playa	Playa Drain (Knights to Shawver Park)- (Partial Fund) (60) bollards	\$118,800.00
8	Washington Delta	Washington Park- exercise equipment with safety surface, sidewalk (900sy), lime stabilization (900sy), irrigation modifications	\$295,374.00
8	Zach White	Coach Jack D. Quarles Park- Park lights	\$53,840.00

MISSION



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

VISION



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



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-853, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to adopt the 2022-2023 Annual Action Plan, including attached budgets, for projects to be funded under the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs.

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

AGENDA DATE: 7/6/2022
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: 8.2 – Stabilize neighborhoods through community, housing, and ADA improvements

SUBJECT:

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

Discussion and action to adopt the 2022-2023 Annual Action Plan, including attached budgets, for projects to be funded under the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with Aids (HOPWA), and Emergency Solutions Grant (ESG) programs.

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 a final 30-day public comment period, during which no additional comment was received, the Department of Community and Human Development (DCHD) presents to City Council and the El Paso community, the final 2022-2023 Annual Action Plan for the following four entitlement grant programs: the Community Development Block Grant (CDBG); Emergency Solutions Grant (ESG); Housing Opportunities for Persons With AIDS (HOPWA); and HOME Investment Partnership Program (HOME).

Attached are summaries of the budget recommendations listing the programs and projects proposed for funding under the 2022-2023 Annual Action Plan.

PRIOR COUNCIL ACTION:

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

May 24, 2022 - Council approved the commencement of a 30-day comment period on the draft 2022-2023 Annual Action Plan.

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?

CDBG Allocation:	\$6,154,192
ESG Allocation:	\$542,579
HOPWA Allocation:	\$969,117
HOME Allocation:	\$2,937,943

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Department of Community + Human Development
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: 

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

RESOLUTION

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

That the City Manager, or designee, be authorized to sign and submit to the Department of Housing and Urban Development (HUD) the 2022-2023 Annual Action Plan, Form SF-424 and Form SF-424 D, all certifications and assurances contained therein, and any documents necessary to comply with HUD requirements; and

That the City Manager, or designee, be authorized to sign Grant Agreements with HUD for the four entitlement grants covered by the Annual Action Plan: the Community Development Block Grant, the Emergency Solutions Grant, the HOME Investment Partnerships Program and the Housing Opportunities for Persons with AIDS Program; and

That the City Manager, or designee, be authorized to sign all Letters of Support, Certifications of Local Government Approval, Release of Liens, Assurances and Certifications of Consistency with the Consolidated Plan required by HUD or the State of Texas for grant applications or applications for Low Income Housing Tax Credits for programs covered by the Consolidated Plan or related Community Development programs; and

That the City Manager, or designee, subject to completion of environmental review, be authorized to sign all contracts and documents with the agencies, entities, persons, and/or City departments approved for funding under the programs in the 2022-2023 Annual Action Plan related to the implementation and performance of the activities contained in the 2022-2023 Annual Action Plan and corresponding programs. The City Manager, or designee, is authorized herein to sign amendments to such contracts which add to or reduce funding, including but not limited to the removal of the obligation of funds by mutual termination, and extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all Environmental Assessments, Requests for Release of Funds, Certifications, and Performance Reports required by the U .S. Department of Housing and Urban Development for activities covered by the 2022-2023 Annual Action Plan and related Community Development programs; and

That the City Manager, or designee, be authorized to sign agreements to secure matching funds which add to amounts allocated under the regular CDBG budget; and to sign amendments to matching fund agreements, including extensions to the contract period.

That the City Manager, or designee, be authorized to sign all amendments, subordination agreements, loan modification agreements, release of liens, assumption agreements, and other similar documents related to transactions performed under all previous Action Plans and previous entitlement grants provided such documents are approved by the City Attorney's office as to form and comply with department policies and procedures; and

That the City Manager be authorized to execute letters of support, certifications, and other similar documents, that allow third parties to secure funding from state, federal, and local agencies which further the goals of the City's Annual Action Plan.

APPROVED this _____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community and Human Development

48th Year | 2022-2023 CDBG Categories + Set-Asides Open for Competition

CDBG CHILDREN + YOUTH					
Agency Name	Program Name/Address	Program Description	Rep. District	Current Budget (2021-2022)	Recommended 48th Year Budget
Child 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 meals, clothing, and a safe place to stay (emergency shelter), while the parents of these children will have access to case management services and parenting classes. The goals of this program are to reunite the majority of the children with their families, and to provide mental health and therapeutic services for these children during their time at the shelter. The outcomes projected should demonstrate that the children had a positive experience during their time at the center, as well as improvement in their family situation.	Citywide	\$ 40,000.00	\$ 100,000.00
CASA of El Paso	Court Appointed Special Advocates 221 N. Kansas St., Suite 1501, El Paso, Texas 79901	This program will serve victims 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 safe, permanent, loving home. The advocates will provide support during court hearings, meetings with therapists, attorneys, counselors, schools, family members, mediations, meetings with the children, phone calls, emails, travels, home visits, CPS meetings, etc. The goal of this program is to find the child a permanent placement through adoption (at least half placed with family), or long term foster care.	Citywide	\$ 40,000.00	\$ 80,000.00
TOTAL				\$ 80,000.00	\$ 180,000.00
CDBG SENIORS + PERSONS WITH DISABILITIES					
Agency Name	Program Name/Address	Program Description	Rep. District	Current Budget	CDBG Amount
LULAC Project Amistad DBA Project Amistad	Money Management Program 3210 Dyer 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	\$ 81,433.00
Opportunity Center for the Homeless	Elderly Care Management 806 W. Vandell, 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 and services to the elderly homeless.	Citywide	\$ 49,057.00	\$ 87,438.00
TOTAL				\$ 98,114.00	\$ 168,871.00
CDBG INNOVATIVE PROGRAM INCUBATOR					
Agency Name	Program Name/Address	Program Description	Rep. District	Current Budget	CDBG Amount
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 population that access services through the two resource centers and emergency shelters of the Opportunity Center for the Homeless, one for men the other for women.	Citywide	\$ -	\$ 80,000.00
TOTAL				0	\$ 80,000.00
CDBG RECREATIONAL SET-ASIDES					
Agency Name	Program Name/Address	Program Description	Rep. District	Current Budget	CDBG Amount
YWCA	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 participants as well as their names to ensure this indicator is achieved.	Citywide	\$ -	\$ 30,000.00
TOTAL				0	\$ 30,000.00

48th Year CDBG Categories + Set-Asides on Semi-Automatic Renewal

CDBG HOMELESS, EMERGENCY SHELTER + HOUSING					
Agency Name	Program Name/Address	Program Description	Rep. District	Current Budget	CDBG Amount
Center Against Sexual & Family Violence	Economic Stability at Homeless Shelter for Survivors of Domestic & Sexual Violence 580 Giles Rd., El Paso, Texas 79915	At least 229 survivors of domestic or sexual violence will receive access to a suitable living environment through the availability of workforce training, financial literacy training, GED classes, case management, microenterprise training, and economic empowerment and educational sessions. 70% of clients will report feeling less isolated, 80% will report gaining more awareness and knowledge of available community resources, 85% of clients responding will report an increased sense of safety, and 60% will have improved their financial or education self-sufficiency. Client questionnaires will track the progress of clients in all aspects of the program, and client satisfaction questionnaires will be used to help the program evolve to better serve clients' needs. \$140,757 in additional funds will be used to support this program.	Citywide	\$ 99,058.00	\$ 143,200.50
YWCA	YWCA Homeless Program 201 E. Main St., Suite 400, El Paso, Texas 79901	90 CDBG eligible persons will be assured availability/accessibility of basics; provided a suitable living environment and; thus, assuring eligible persons are provided safe and secure shelter with support services with the ultimate goal of ending their experience with homelessness. By providing safe and secure shelter with support services, YWCA will meet or exceed a goal of 80% permanent housing placement, while working closely with HMIS and Coordinated Entry. HMIS and participant files will be used to assure accurate documentation exists that goals have been achieved. In order to ensure sustained positive housing outcomes, at least 50% of participants 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 \$815,391.17 in additional funds are secured to ensure program success.	Citywide	\$ 99,058.00	\$ 143,200.50
TOTAL				\$ 198,116.00	\$ 286,401.00
CDBG MEDICAL + MENTAL HEALTH SERVICES					
Agency Name	Program Name/Address	Program Description	Rep. District	Current Budget	CDBG Amount
Center 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 residential 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, trauma 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 gaining more awareness of available community resources.	Citywide	\$ 99,057.00	\$ 143,200.50
Project Vida Health	Integrated Primary Health Care 3607 Rivera Ave., El Paso, Texas 79905 (Admin); 3612 Pera Ave., El Paso, Texas 79905	This program will provide affordable outreach, health education, preventative care, and primary medical and mental health services. Both medical and behavioral health services will be integrated into one package of service delivery. The primary medical and mental health services include screening for diabetes, depression and anxiety, as well as health assessments, diagnosis, treatment and medication prescriptions. The health education 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 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.	Citywide	\$ 99,058.00	\$ 109,656.15
TOTAL				\$ 198,115.00	\$ 252,856.65

48th Year CDBG Public Facilities

Program Name/Address					
Agency Name	Program Name/Address	Program Description	Rep. District	Current Budget	CDBG Amount
HOME	Alamito STREAM Center, District #8 508 South Virginia St, El Paso, TX 79901	Renovate former Alamito Apartment Community Center to provide a learning space fueled by a robust outreach and educational programs for inner city youth. Upgrades will include: new HVAC system with refrigerated air with furnace (all electric variable refrigerant) including associated, new ductwork and roof mounted units will deliver highly efficient cooling and heating (SEER 22 equivalent), complete new lighting and power distribution, new water heater is planned to be installed, replacement of damaged old cast iron lines too shall be completed for a new sewer system, the existing restrooms will be renovated to include accessibility compliance, wireless IT service will be installed, existing vinyl or other flooring will be removed, concrete floors will be patched and prepared to be stained, polished and sealed throughout the building, weatherization as a priority, limited tuck pointing of the exterior masonry is included, new TPO roofing over 5" rigid continuous insulation (R30) with a 30-year warranty, some concrete roof structure repairs will be necessary in areas where leaks occurred overtime, replace existing soffits and fascia and keep existing material and texture for historic character, graffiti resistant sealer will be applied over the entire building, tuckpointing and repairs performed as required, upgrades to accessible on-site parking spaces in surface lot includes asphalt surface coating and restriping, new landscape materials and irrigation will be installed to enhance the property for outdoor gathering and aesthetics/curb appeal, new landscaping along Virginia and preparation for a demonstration garden to be used for community outreach and STREAM program is included in the plans, site lighting upgrades as necessary to allow the facility to be used and enjoyed during evening hours by the community.	Citywide	\$ -	\$ 2,525,224.95
TOTAL				0	\$ 2,525,224.95
CDBG 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	Wainwright Park Improvements 4500 Lawrence Ave, El Paso, TX 79904	Project will include: removal of existing chain-link fence, removal of existing baseball back-stop fence, new concrete sidewalk, new landscape areas w/screening, zip line playground equipment, engineered wood floor surface for the zip line, new metal canopy 30'x30' over the concrete plaza, new trees, new shrubs, new sod area, new rock wall, new benches (5), new trash receptacles (2), new basketball hoop system, re-surface existing basketball court, new irrigation system.	Citywide	\$ -	\$ 981,680.00
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	\$ -	\$ 115,315.00
TOTAL				0	\$ 1,096,995.00
CDBG PUBLIC FACILITIES SMALL SCALE SET-ASIDE DISTRICT #4					
Agency Name	Program Name/Address	Scope of Work	Rep. District	Current Budget	CDBG Amount
CoEP Office of ADA and Accessibility	Wheelchair Ramps along Wadsworth Ave, Along Wadsworth Ave between Olga St and Sidney St, 79934	Install 18 directional ramps at 9 corners along Wadsworth Ave between Olga St and Sidney.	Citywide	\$ -	\$ 103,005.00
TOTAL				0	\$ 103,005.00
CDBG VOLUNTEER HOUSING REHABILITATION					
Agency Name	Program Name/Address	Scope of Work	Rep. District	Current Budget	CDBG Amount
Rebuilding Together	6400 Airport Rd, El Paso, Tx 79925	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 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.	Citywide	\$ 138,548.00	\$ 200,000.00
TOTAL				\$ 138,548.00	\$ 200,000.00
TOTAL CDBG PROJECT FUNDING				\$	4,929,353.60
DCHD ADMINISTRATION & PLANNING (Maximum 20% of Entitlement)					
Agency Name	Program Name	Scope of Work			CDBG Amount
Community + Human Development City 3, 801 Texas Avenue, 3rd Floor El Paso, Texas 79901	Community + Human Development	Program Management and Coordination to include: *Community Development \$ 1,002,582.40 *City Attorney \$ 55,280			\$ 1,057,862.40
Community + Human Development City 3, 801 Texas Avenue, 3rd Floor El Paso, Texas 79901	Community + Human Development	Indirect Costs (24% of salaries) associated with Program Management and Coordination to include: *Community Development \$ 167,976 *City Attorney \$ 5,000			\$ 172,976.00
ADMINISTRATION & PLANNING TOTAL				\$	1,230,838.40

48th Year | 2022-2023 Emergency Solutions Grant (ESG) Final Recommended Budget - Semi-Automatic Renewal

Applicant	Address	Project Description	Component	Rep. District	Current Budget (2021-2022)	Recommended 48th Year Budget
El Paso Human Services - Youth Homelessness Program	820 Montana Ave. 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. \$951,564 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
Emergence Health Network - Homeless Street Outreach Program	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 meant for human habitation. Individuals with mental health needs will be linked to EHN services, reducing emergency room visits and psychiatric hospitalization. It is expected that during the program year, no less than 100 individuals are reached and 60 percent are placed in a positive housing solution.	Street Outreach	Citywide	\$ 99,159.00	\$ 107,900.72
La 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
Project Vida	3607 Rivera Ave. El Paso, TX 79905	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
		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; (d) referrals to other services provided in-house or by outside agencies as needed; and (e) 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	\$ 72,808.49
The Salvation Army	4300 E. Paisano 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/15 individuals (average of 3 individuals per household) by providing each household with a deposit at \$827 and 3 months of HUD fair market rent for a 2 bedroom apartments@ \$827 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@ \$827 per month. TSA staff will track 100% of client outcomes in HMIS on a daily 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
Community + Human Development - ESG City Administrative 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	\$ 37,980.53
48th YEAR ESG BUDGET TOTAL					\$ 504,716.00	\$ 542,579.00

\$

-

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
City of El Paso Health Department 701 Montana Ave El Paso, Texas 79902	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	\$ 628,996.00
1115 El Paso Dr El Paso, Texas 79905	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	\$ 256,282.75
	HOPWA Project Sponsor Administrative Fees	Project sponsor is limited to 7% of awarded funds for administration costs.	N/A	\$ 41,723.00	\$ 62,574.25
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	\$ 21,264.00
48th Year HOPWA Budget TOTAL				\$ 704,106.00	\$ 969,117.00

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	\$ 540,205.00	\$ 570,890.00
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	\$ 624,025.00	\$ 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	\$ 1,624,025.00	\$ 2,466,623.00
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	\$ 1,000,000.00	\$ 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	\$ 600,000.00	\$ 600,000.00
48th Year HOME Budget TOTAL				\$ 4,388,255.00	\$ 5,187,943.00

*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 Final Approval
7/6/2022

community + human development

Advance Equity

Reduce Poverty

Build Sustainability



Civic Empowerment

- Equity + Access
- Climate Action
- Volunteerism + Engagement

Human Services

- Homelessness
- Health + Wellbeing
- Recreation + Lifestyle

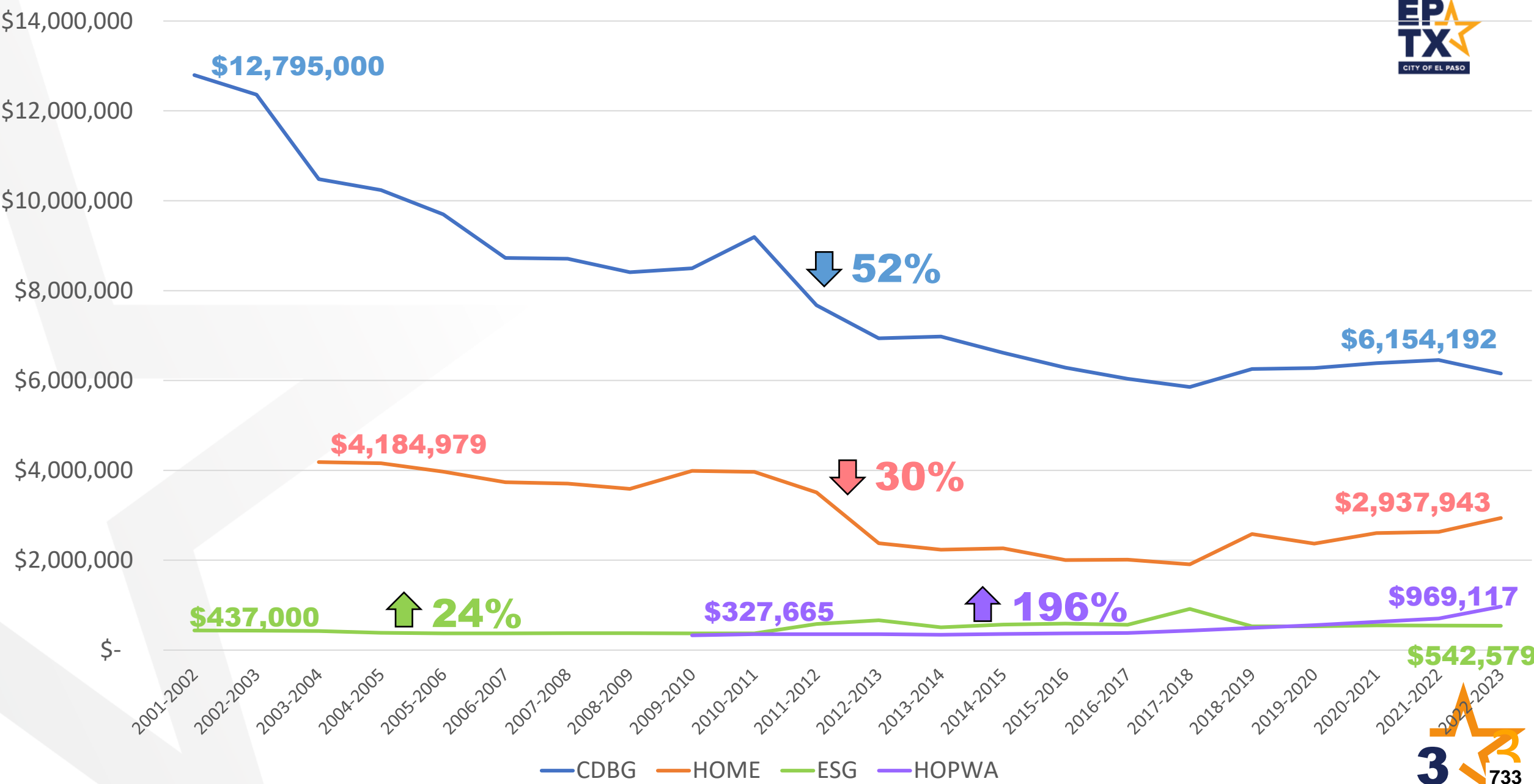
Neighborhood Development

- Housing
- Community Revitalization
- 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.



Historical Entitlement Allocation



HUD Entitlements

Summary of Changes

1

Community Development Block Grant

- Medical and Mental Health Services: \$252,856.55 (reduction of \$33,544.35)
- Large-Scale Public Facilities: \$2,525,224.95 (reduction of \$145,359.05)

2

Emergency Solutions Grants

- Rapid Rehousing: \$151,109.63 (reduction of \$5,491.65)

3

Housing Opportunities for Persons With AIDS

- Department of Public Health, HOPWA Program: \$947,853 (increase of \$260,328)

4

HOME Investment Partnerships

- Multi-Family Affordable Rental Housing by Investors: \$2,466,623 (increase of \$342,737)

Mission

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

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

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



Legislation Text

File #: 22-854, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive a projected \$474,257 in 2022-2023 Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2022-2023 HHSP funds from the City, as well as all certifications, performance reports, and other related documents.

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

AGENDA DATE: 7/6/2022
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.

Discussion and action on a resolution authorizing the City Manager to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas to receive a projected \$474,257 in 2022-2023 Homeless Housing and Services Program (HHSP) funds from the Texas Department of Housing & Community Affairs (TDHCA); and authorizing the Director of the Department of Community and Human Development (DCHD) to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards of 2022-2023 HHSP funds from the City, as well as all certifications, performance reports, and other related documents.

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?

In 2009, funding for the Homeless Housing and Services Program (HHSP), a program administered by the Texas Department of Housing & Community Affairs (TDHCA), was established by the Texas State Legislature to address the needs of persons and families experiencing homelessness, or at risk of becoming homeless.

The 2022-2023 formula allocation for El Paso in general HHSP funds is projected to be \$348,133. These general HHSP funds will be sub-awarded to non-profit agencies providing homeless prevention, homeless assistance, and case management services. The City of El Paso is also projecting a supplemental set-aside of \$126,124 specifically to support efforts to address youth homelessness. Those activities include transitional housing, case management and essential services for youth ages 24 and below.

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?

Projected funding of \$474,257 in HHSP funds from TDHCA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO


PRIMARY DEPARTMENT: Department of Community + Human Development

Revised 04/09/2021

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, in 2009, funding for the Homeless Housing and Services Program (HHSP), a program administered by the Texas Department of Housing & Community Affairs (TDHCA), was established by the Texas State Legislature to address the needs of persons and families experiencing homelessness, or at risk of becoming homeless; and

WHEREAS, the Department of Community and Human Development (DCHD) is projecting level funding from the previous year, which would result in TDHCA appropriated General Revenue Funds in the amount of \$474,257 to award to the City of El Paso under 2022-2023 HHSP funding to be executed under two contracts; one contract for general HHSP funds totaling \$348,133 for homelessness prevention, homeless assistance and case management activities; the other for youth set-aside funds totaling \$126,124 for transitional housing, essential services and case management activities. The period of both contracts to run through August 31st, 2023.

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

1. That the City Manager be authorized to sign all contracts, contract amendments and related documents between the City of El Paso and the State of Texas and/or TDHCA for 2022-2023 HHSP funds; and
2. That the Director of DCHD be authorized to sign all contracts, amendments and related documents between the City of El Paso and agencies receiving sub-awards from the City (Sub-Grantee Agencies) for 2022-2023 HHSP funds, as well as all certifications, performance reports, and related documents for TDHCA and Sub-Grantee Agencies.

APPROVED this _____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community and Human Development

2022-2023 Homeless Housing and Services Program (HHSP) Final Recommended Budget

Applicant	Project Description	Component/Service Category	Recommended 48th Year Budget
General HHSP			
YWCA - YWCA HHSP	YWCA will make decent housing available to at least 12 households through the provision of rental assistance, supportive services, and basic needs assistance.	Rapid Rehousing/Homeless Assistance; Case Management	\$69,687.00
El Paso Human Services - EPHSI Housing Program	At least 60 HHSP eligible clients/30 households will access or keep a suitable living environment through the availability of rental and/or financial assistance, case management and supportive services which will enable them to obtain and/or maintain affordable housing.	Rapid Rehousing/Homeless Assistance; Homeless Prevention; Case Management	\$115,913.00
Opportunity Center for the Homeless - Rapid Rehousing	Through the provision of intensive case management, suitable living environment will be provided to 164 eligible clients (single adults and families) through greater availability and accessibility to case management to support placement and sustainability.	Rapid Rehousing/Homeless Assistance	\$124,926.00
Youth Set-Aside			
El Paso Center for Children - Therapeutic Transitional Living Program	Youth Set-Aside - HHSP Youth Set Aside funding is requested to provide Rental Assistance to 12 persons/youth and Essential Services to 6 persons/youth in a transitional housing program environment that particularly targets homeless youth who have aged out of foster care (males, females, and LGBTQI+ youth). 12 households will be served in this program.	Rapid Rehousing/Homeless Assistance	\$70,769.00
El Paso Human Services - EPHSI Youth Transitional Housing Program	At least 10 HHSP Youth Set-Aside eligible clients and 8 households will receive access to a suitable living environment through the availability of transitional housing, case management and essential services, which will enable them to obtain permanent housing and exit to permanent affordable housing.	Rapid Rehousing/Homeless Assistance; Case Management	\$55,355.00
Administration			
Community + Human Development - HHSP City Administrative Fees	Grantee may use not more than 7% of the grant amount for its own administrative costs.	N/A	\$37,607.00
48th YEAR HHSP BUDGET TOTAL			\$474,257.00

Recommended budget allocations are based on a *projected* HHSP allocation from TDCHA. Final amounts will be modified administratively to align with the actual HHSP allocation.



Community + Human Development

2022-2023
HHSP Recommendation



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
- 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.



Homeless, Housing and Services Program

STATE TDHCA FUNDS

HHSP OBJECTIVES:

General. The local objectives for HHSP General funding are to:

1. Prevent at-risk families and Individuals from becoming homeless;
2. Rapidly re-house individuals and families who are experiencing homelessness;
3. Provide case management to ensure successful outcomes.

Youth Set-Aside. The local objectives for HHSP Youth Set Aside funding are to:

1. Provide case management to eligible youth (Ages 18 to 24) in transitional housing;
2. Provide transitional housing for youth (Ages 18 to 24) and youth who have aged out of foster care;
3. Provide essential services to youth (Ages 18 to 24) in transitional housing.

2022-2023 HHSP **General** Recommendation

Projected Allocation: \$348,133

1

Homeless Assistance (RRH): \$266,530

1. YWCA, YWCA HHSP
2. El Paso Human Services, EPHSI Housing Program
3. Opportunity Center for the Homeless, Rapid Rehousing

2

Homeless Prevention: \$30,351

1. El Paso Human Services, EPHSI Housing Program

3

Case Management: \$51,252

1. YWCA, YWCA HHSP
2. El Paso Human Services, EPHSI Housing Program

2022-2023 HHSP **Youth** Recommendation

Projected Allocation: \$126,124

1

Homeless Assistance (RRH): \$98,446

1. El Paso Center for Children, Therapeutic Transitional Living Program
2. El Paso Human Services, EPHSI Youth Transitional Housing Program

2

Case Management: \$27,678

1. El Paso Human Services, EPHSI Youth Transitional Housing Program



**For questions, please contact DCHD staff by email at
HHSP@elpasotexas.gov**

Paulina Rubio, Grant Administrator | RubioPL@elpasotexas.gov

MISSION



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

VISION



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



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-867, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

City Attorney's Office, Evan D. Reed, (915) 212-0033

AGENDA LANGUAGE:

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

Sinegal, Albert vs. City of El Paso; USDC Cause No. 3:19-CV-00107-KC; Matter No. 19-1026-10374 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-869, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

City Attorney's Office, Donald Davie, (915) 212-0033

AGENDA LANGUAGE:

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

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)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-870, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

City Attorney's Office, Donald Davie, (915) 212-0033

AGENDA LANGUAGE:

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

Petition for El Paso Electric Company for Authority to Revise its Fixed Fuel Factor, Public Utility Commission of Texas Docket No. 53723. Matter No. 22-1008-197 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-871, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

City Attorney's Office, Donald Davie, (915) 212-0033

AGENDA LANGUAGE:

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

Texas Gas Service Company, a Division of ONE Gas, Inc. application to increase gas utility rates. Matter No. 22-1008-198 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-873, 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.

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.

Economic Incentives for an Infill Development located in West El Paso. Matter No. 22-1007-2920 (551.087)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-875, 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.

International Bridges, David Coronado, (915) 212-7500

AGENDA LANGUAGE:

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

Economic development opportunity at the El Paso International Bridges. Matter No. 22-1010-1122 (551.087)