

#### AGENDA FOR THE REGULAR COUNCIL MEETING

#### September 27, 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: 586-317-276#

#### **AND**

AGENDA REVIEW MEETING COUNCIL CHAMBERS, CITY HALL 300 N. CAMPBELL AND VIRTUALLY September 26, 2022 9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 775-493-642#

Notice is hereby given that an Agenda Review Meeting will be conducted on September 26, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on September 27, 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, September 26, 2022 Conference ID: 775-493-642# Regular Council Meeting, September 27, 2022 Conference ID: 586-317-276#

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:

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:

Representative Cissy Lizarraga

A quorum of City Council must participate in the meeting.

#### **ROLL CALL**

#### INVOCATION BY EL PASO POLICE CHAPLAIN DAVID MAYFIELD

#### **PLEDGE OF ALLEGIANCE**

#### **MAYOR'S PROCLAMATIONS**

**Tom Lea Month** 

**National Night Out** 

**Disease Intervention Specialist Day** 

#### NOTICE TO THE PUBLIC

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

#### CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Minutes of the Regular City Council Meeting of September 13, 2022, the Agenda Review Meeting of September 12, 2022, and the Work Session of September 12, 2022.

22-1209

#### **All Districts**

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

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

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

22-1210

#### **CONSENT AGENDA - RESOLUTIONS:**

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

3. That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A)

**22-1231** 

#### Districts 1, 2, 3, 4, 7, and 8

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

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

4. That the City Manager be authorized to sign the Event Support Contract between the City of El Paso and Neighborhoods, USA, to accept donations in support of the 2023 National Neighborhoods, USA Conference, and make necessary budget transfers to effectuate the intent of this Resolution.

22-1228

#### **All Districts**

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

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

5. Approve a Resolution that the Taxpayer, ZELNY ERIK, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$1,765.65, for the property with the following legal description: 148 TIERRA DEL ESTE #36 LOT 1 (6001.29 SQ FT).

22-1205

#### **All Districts**

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

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

6.	A Resolution to authorize the City Manager to sign a Traffic Signal Agreement between the City of El Paso and Marmaxx Operating Corp. whereby the City agrees to maintain the traffic signal improvements installed by Marmaxx Operating Corp., located at the intersection of Global Reach Dr. and George Perry Blvd. and the three-way traffic signal installed at the intersection of 3900 Global Reach Dr. and Driveway 2.	<u>22-1163</u>
	<b>District 3</b> Streets and Maintenance, Randy Garcia, (915) 212-7005	
7.	Resolution authorizing the Mayor to sign a Support Resolution for the McRae Shared Use Path Album to Montana project as applied for in the Transportation Alternative Set-Aside Call for Projects FY2024-2025 fund application; and that the City of El Paso will serve as the public sponsor and lead contact on this Project and commits to fund a minimum local cash match of 20% of the total project cost and any cost overruns.	<u>22-1235</u>
	<b>District 3</b> Capital Improvement Department, Yvette Hernandez, (915) 212-1860	
8.	Resolution authorizing the Mayor to sign a Support Resolution for the McRae Shared Use Path Montwood to Album project as applied for in the Transportation Alternative Set-Aside Call for Projects FY2024-2025 fund application; and that the City of El Paso will serve as the public sponsor and lead contact on this Project and commits to fund a minimum local cash match of 20% of the total project cost and any cost overruns.	22-1238
	District 3 Capital Improvement Department, Yvette Hernandez, (915) 212-1860	

#### **CONSENT AGENDA - BOARD APPOINTMENTS:**

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

9. Bertha A. Gallardo to the City Plan Commission by Mayor Oscar Leeser.
Members of the City Council, Mayor Oscar Leeser, (915) 212-0021
10. Nadia Baem to the Historic Landmark Commission by Representative Peter Svarzbein, District 1.
Members of the City Council, Representative Peter Svarzbein, (915) 212-0001
Goal 6: Set the Standard for Sound Governance and Fiscal Management
11. Rene D. Peña to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.

#### **CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:**

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

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

12. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B)

**22-1218** 

#### **All Districts**

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

#### **CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:**

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

13. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions of Five Hundred Dollars or greater by Representative Isabel Salcido in the amounts of \$500 Paul and Suzanne Alexander Dipp; \$500 Julio Cesar Viramontes; \$2,000 Demetrio Jimenez; \$500 Joseph C. Gaskins; \$1,038.73 by Adam Frank; \$2,500 Raymond and Kathy Palacios; \$1,000 by Ruben Chavez; \$1,000 by Dan W. Olivas; \$1,000 by Eduardo A. and Maria R. Rodriguez; \$2,500 by Maria F. Teran; \$1,000 by Olivia Alba; \$500 by Jorge and Yvonne D. Ojeda; \$2,000 by Gary and Cecilia Porras; \$1,000 by Sergio and Mariza Garcia; \$1,000 by Dion J. Castro; \$2,500 by Richard A. Castro; \$500 by Oscar Venegas; \$2,500 by Edward and Margarita Escudero; \$1,000 by Duane E. Murphy; \$500 by Carmen Renee Jimenez; \$2,500 by Randall J. Bowling; \$2,500 by Robert Bowling.

**22-1258** 

#### **District 5**

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

#### CONSENT AGENDA - REQUEST FOR PROPOSAL:

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

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

Award Summary:

The award of Solicitation No. 2022-0245R Air Service Development Consulting Services to InterVISTAS Consulting, Inc. for an initial term of three (3) years for a total initial estimated award of \$225,000.00. The award also includes a two (2) year option for an estimated amount of \$150,000.00. 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 \$375,000.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$75,000.00 for the initial term, which represents a 25% increase due to market conditions and inflation.

Department: El Paso International Airport
Award to: InterVISTAS Consulting, Inc.

Washington, DC

Initial Term: 3 Years Option: 2 Years

Initial Term Estimated Award: \$ 225,000.00 (3 years)
Option Term Estimated Award: \$ 150,000.00 (2 years)
Total Estimated Award: \$ 375,000.00 (5 years)
Account No.: 521160-562-3000-62030
Funding Source: Airport Enterprise Funds

District(s):

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and the El Paso International Airport Departments recommend award as indicated InterVISTAS Consulting, Inc. the highest ranked proposer for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

#### **All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218 Aviation, Sam Rodriguez, (915) 212-7300

#### **CONSENT AGENDA - BIDS:**

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

**15.** The linkage to the Strategic Plan is subsection 7.5 - Set One Standard for Infrastructure Across the City.

22-1220

#### Award Summary:

The award of Solicitation 2022-0752 Oil/Water Separator Services (Re-Bid) to D&H United Fueling Solutions, Inc. for an initial three (3) year term for an estimated amount of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. 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 \$175,000.00. This contract will allow oil and water separator services for Fleet Services.

#### Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$60,000.00 for the initial term, which represents a 133.33%

increase due to increased labor costs and an increase in required services.

Department: Streets and Maintenance

Vendor: D&H United Fueling Solutions, Inc.

San Antonio, TX

Item(s):AllInitial Term:3 YearsOption to Extend:2 YearsAnnual Estimated Award:\$35,000.00

Initial Term Estimated Award: \$105,000.00 (3 Years)
Total Estimated Award: \$175,000.00 (5 Years)

Account Number: 532 - 3600 - 531250 - 37020 - P3701

Funding Source: Internal Service Fund

District(s):

This is a Low Bid contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to D&H United Fueling Solutions, Inc., the lowest, responsible and responsive bidder.

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

#### **All Districts**

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218 Streets and Maintenance, Richard J. Bristol, (915) 212-7000

#### **REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL**

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

16. Discussion and action on a Resolution recognizing Dr. Sylvia Acosta for her years of service as the CEO of the YWCA Paso del Norte Region and congratulating her on her new position as Senior Vice President and Chief Growth Officer for the National Minority Supplier Development Council.

#### **All Districts**

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

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

17. Discussion and action on the recognition of El Paso Fire Department (EPFD)

Firefighter Armando Lopez for being the only first responder from El Paso to receive the 2022 Star of Texas Award from Governor Abbott.

#### **All Districts**

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

18.	Discussion and action to direct city staff to develop solutions internally and in coordination with the City of Sunland Park, NM to mitigate the strain on city roadways as a result of increasing development within the State of New Mexico that connects directly to the City of El Paso streets. [POSTPONED FROM 09-13-2022]	22-1198			
	<b>District 1</b> Members of the City Council, Representative Peter Svarzbein, (915) 212-1002				
Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments					
19.	Discussion and action on a Resolution recognizing the month of October as "Chalk the Block 15th Anniversary Month" in honor and commemoration of the 15th year anniversary of the Chalk the Block festival to take place in the heart of the Downtown Arts District from October 7-9, 2022.	22-1233			
	<b>All Districts</b> Members of the City Council, Representative Henry Rivera, (915) 212-0007				
20.	Discussion and action on a Resolution recognizing the Canutillo Independent School District for earning "A" rating for overall academic performance from the Texas Education Agency for the 2021-2022 school year.	<u>22-1260</u>			
	<b>District 1</b> Members of the City Council, Representative Peter Svarzbein, (915) 212-1002				
REGULAR AGENDA - OPERATIONAL FOCUS UPDATES					
Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments					
21.	Presentation on the FY 2022 Capital Project Year-in-Review Report.	<u>22-1241</u>			
	All Districts Capital Improvement Department, Yvette Hernandez, (915) 212-0065				
Goal 6: Set the Standard for Sound Governance and Fiscal Management					
22.	Budget Update.	<u>22-1236</u>			
	<b>All Districts</b> City Manager's Office, K. Nicole Cote, (915) 212-1092				
Goal 7: Enhance and Sustain El Paso's Infrastructure Network					
23.	Presentation and discussion on the Street Infrastructure Program.	22-1242			

#### All Districts

Capital Improvement Department, Yvette Hernandez, (915) 212-0065

**24.** Management update on American Disabilities Act (ADA) and Living Independently Facilitated by Transportation (LIFT).

**22-1249** 

#### **All Districts**

Sun Metro Mass Transit, Ellen A. Smyth, (915) 212-6000

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

**25.** Presentation and discussion on El Paso Animal Services Reunification and Pet Support.

22-1222

#### **All Districts**

Animal Services Department, Terry Kebschull, (915) 212-8742

#### <u>CALL TO THE PUBLIC – PUBLIC COMMENT:</u>

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: 586-317-276#

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

26. An Ordinance changing the zoning of Lots 17 to 20, Block 52, Bassett, 2101 Texas Avenue, City of El Paso, El Paso County, Texas from A-3/SP (Apartment/Special Permit) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

**22-1216** 

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: 2101 Texas Avenue

Applicant: D & H Enrique Properties, LLC., PZRZ22-00020

#### **District 8**

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

#### PUBLIC HEARING WILL BE HELD ON OCTOBER 25, 2022

27. An Ordinance granting Special Permit No. PZST22-00011, to allow for Infill Development with a reduction in rear yard setback and side street yard setback and 100% parking reduction on the property described as Lots 17 to 20, Block 52, Bassett, 2101 Texas Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development and 20.14.070 Parking Reduction of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

22-1217

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: 2101 Texas Avenue

Applicant: D & H Enrique Properties, LLC., PZST22-00011

#### **District 8**

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

#### PUBLIC HEARING WILL BE HELD ON OCTOBER 25, 2022

28. An Ordinance changing the zoning of a portion of Tract 4, Kilpatrick Subdivision, 8636 North Loop Drive, City of El Paso, El Paso County, Texas from A-2 (Apartment) to C-3 (Commercial) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

<u>22-1225</u>

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

Subject Property: 8636 North Loop Drive

Applicant: Rojas Pullman Trust, PZRZ22-00018

#### **District 7**

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

Planning and Inspections, Saul Pina, (915) 212-1612

#### PUBLIC HEARING WILL BE HELD ON OCTOBER 25, 2022

29. An Ordinance renewing and extending the Special Privilege License granted to the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Southeast, as owner of the Naval Operations Support Center (NOSC) El Paso, to permit the continued use, maintenance and repair of a surface encroachment of curbing, guttering and security fence over a portion of city right-of-way along Truman Avenue and adjacent to the NOSC El Paso located at 4810 Pollard Street, El Paso, Texas; setting the license term for a term of one (1) year with six (6) additional one (1) year renewal options.

**22-1230** 

Subject Property: 4810 Pollard

Applicant: United States of America, Department of the Navy, PSPN22-00008

#### District 2

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Armida R. Martinez, (915) 212-1605

#### PUBLIC HEARING WILL BE HELD ON OCTOBER 11, 2022

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

30. An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to limit individual contributions to political campaigns for Mayor and City Council to \$1,000 per election and require donors to disclose their place of employment.

**22-1207** 

#### **All Districts**

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

#### PUBLIC HEARING WILL BE HELD ON OCTOBER 11, 2022

31. An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to provide public financing for candidates for Mayor and City Council who voluntarily agree to limit their campaign contributions and expenditures and demonstrate community support for their candidacy.

22-1211

#### **All Districts**

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

#### PUBLIC HEARING WILL BE HELD ON OCTOBER 11, 2022

32. An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to use ranked choice voting for the election of Mayor and City Council where voters rank candidates in order of preference, and if no candidate receives a majority, the candidates with the fewest votes are eliminated and the votes they received are transferred to voter's second choice, and so on until there is a majority vote for one candidate, so long as permitted by state law.

**22-1212** 

#### **All Districts**

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

#### PUBLIC HEARING WILL BE HELD ON OCTOBER 11, 2022

#### REGULAR AGENDA - OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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

**22-1227** 

Award Summary:

Discussion and action on the award of Solicitation 2022-0594 Traffic Signal Improvements to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$5,942,984.00. The project scope consists of installation of traffic signals to address traffic congestion control deficiencies that will result in enhancing various intersections throughout the city for pedestrians, and vehicular traffic.

Department: Capital Improvement

Award to: ZTEX CONSTRUCTION, INC.

El Paso, TX

Item(s): Base Bid I

Initial Term: 510 Consecutive Calendar Days

Base Bid I: \$5,942,984.00
Total Estimated Award: \$5,942,984.00

Funding Source: Traffic Signals CIP 2020 Accounts: 190-4746-580270-38290

-PCP20TRAFFICSIG

District(s): 4, 5, 8

This is a Competitive Sealed Proposal, unit price contract.

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

#### Districts 4, 5 and 8

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218 Capital Improvement, Yvette Hernandez, (915) 212-1860

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

Agreement for Professional Services by and between the CITY OF EL PASO and CARL DANIEL ARCHITECTS, INC., a Domestic For-Profit Corporation, for a project known as "ARCHITECT & ENGINEERING SERVICES ~ EL PASO HEALTH DEPARTMENT RELOCATION, PHASE I" for an amount not to exceed \$592,361.00 and that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed \$50,000.00; and to approve Additional Services for an amount not to exceed \$50,000.00; if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$692,361.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

22-1215

#### **All Districts**

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

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

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

35. An Ordinance vacating a 0.012 acre and 0.018 acre portions of City Right-of-way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas.

**22-1166** 

Subject Property: 106 W Mills Ave.

Applicant: Mills Plaza Properties II, LP and Mills Plaza Parking II, LP, SURW22-00011

#### **District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Armida R. Martinez, (915) 212-1605

36. An Ordinance granting a Special Privilege License to Airwavz Solutions, Inc. for the construction, installation, maintenance, use and repair of 62 linear feet of all necessary, desirable, subsurface wires, cables, underground conduits, manholes or other structures and appurtenances in connection with telecommunication systems and fiber optic, conduit and cables within a portion of City right-of-way underneath Curie Drive; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

<u>22-1169</u>

Subject Property: 1740 Curie Drive

Applicant: Airwavz Solutions, Inc., PSPN22-00001

#### **District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Armida R. Martinez, (915) 212-1605

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

**37.** An Ordinance to amend the 2025 Major Thoroughfare Plan to delete a portion of Roanoke Dr., a proposed north/south connection between Threadgill Avenue and Will Ruth Avenue.

<u>22-1167</u>

#### **District 4**

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

#### **REGULAR AGENDA - OTHER BUSINESS:**

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

**38.** Presentation, discussion and action by the City Manager's Office and Office of Emergency & Management providing information on key activities, efforts, and processes related to the migrant crisis:

22-1246

- 1. That the City Council of the City of El Paso authorize the Purchasing & Strategic Sourcing Director to increase contract 2022-0971 Charter Bus Transportation Services for an additional \$4,000,000 for a total amount not to exceed \$6,000,000.
- 2. That the City Council ratify the award of 2023-0061 On-Call Charter Bus Transportation Services to American Coach & Limousine, Inc. for charter bus transportation services to migrants and that the City Council accept pricing for these services for a term of sixteen (16) months for a total amount not to exceed \$6,000,000.00. The terms and conditions of the ratified award are included in the Service Agreement. The award of this contract will allow to transport migrants to other cities as needed.

#### **All Districts**

City Manager's Office, Chief Mario M. D'Agostino, (915) 212-5605

**39.** Presentation and discussion on the Grants and Strategic Initiatives Program.

22-1221

#### **All Districts**

Economic and International Development, Elizabeth Triggs, (915) 212-0094 Economic and International Development, Karina Brasgalla, (915) 212-1570

40. Discussion and action on a Resolution authorizing the City Manager to accept and sign a grant agreement for the Build Back Better Regional Challenge Phase 2 Grant from the United States Department of Commerce's Economic Development Administration (EDA) for development and construction of the 250-acre Advanced Manufacturing District located at the El Paso International Airport. This authorization shall include the original grant agreement, any related modifications, and any other documents when the form and substance

<u>22-1232</u>

of those documents have been reviewed and approved by the City Attorney's Office; and the authorization will include the ability to sign multiple agreements and documents, as the grant may be issued in various disbursements over time. The total grant amount shall include an estimated federal share of \$25,000,000 and an estimated local match of \$6,250,000 to be paid with Airport Enterprise Funds, totaling \$31,250,000 for the development and construction of the Advanced Manufacturing District. The City Manager may be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant.

#### All Districts

Economic and International Development, Elizabeth Triggs, (915) 212-1619 Airport, Sam Rodriguez, (915) 212-1845

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

41. Discussion and action on the Resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2022A by Paseo Del Este Municipal Utility District No. 1 with the acknowledgment that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

<u>22-1223</u>

#### **All Districts**

City Manager's Office, Robert Cortinas, (915) 212-1067

#### **EXECUTIVE SESSION**

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

#### Representative Cissy Lizarraga

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

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

#### **ADJOURN**

#### **NOTICE TO THE PUBLIC:**

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 72 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

#### Legislation Text

File #: 22-1209, 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 September 13, 2022, the Agenda Review Meeting of September 12, 2022, and the Work Session of September 12, 2022.

OSCAR LEESER MAYOR

TOMMY GONZALEZ
CITY MANAGER

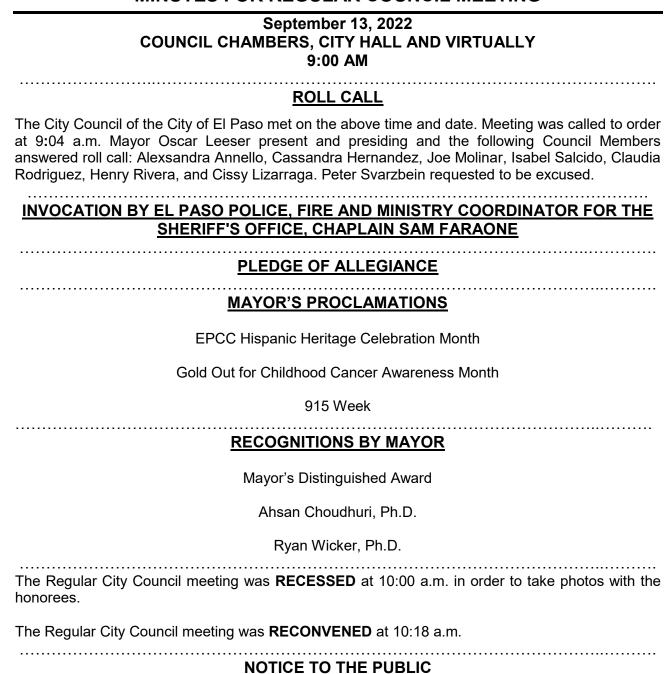


#### CITY COUNCIL

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

CISSY LIZARRAGA, DISTRICT 8

#### MINUTES FOR REGULAR COUNCIL MEETING



18

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 Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None NOT PRESENT FOR THE VOTE: Representative Annello ABSENT: Representative Svarzbein **CONSENT AGENDA - APPROVAL OF MINUTES:** Goal 6: Set the Standard for Sound Governance and Fiscal Management \*Motion made, seconded, and unanimously carried to APPROVE the Minutes of the Regular City Council Meeting of August 23, 2022, the Regular City Council Meeting of August 30, 2022, the Agenda Review Meeting of August 29, 2022 and the Work Session of August 29, 2022. CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS: REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS: 2. \*Motion made, seconded, and unanimously carried to EXCUSE Representative Peter Svarzbein from the September 13, 2022 Regular City Council Meeting. **CONSENT AGENDA - RESOLUTIONS:** ..... Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

**WHEREAS**, the City of El Paso owns and operates the El Paso International Airport as depicted in the most current FAA approved Airport Layout Plan located in the County of El Paso, State of Texas; and

\*RESOLUTION

.....

3.

**WHEREAS**, the United States Customs and Border Protection would like to lease property to operate a facility at the El Paso International Airport; and

WHEREAS. the City of El Paso desires to lease to the United States Customs and Border Protection certain facilities located at the El Paso International Airport in accordance with the terms. covenants, and conditions set forth in the lease including a delegation of authority to the Lessor's Director of Aviation or his successor to execute amendments to the lease to identify the metes and bounds descriptions and applicable square footage for the aircraft parking ramp and the parking lot as the survey for same is finalized.

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

**THAT** the City Manager be authorized to sign Lease No. HSBP-7421-L-DA1203. on behalf of the City of El Paso ("'Lessor"'), with the United States Customs and Border Protection ("Lessee"), for the lease of Aviation Hangar Building No. 806, with contiguous office/support space. in addition to access to and use of all common areas located on the premises or associated with the leased space, including adjoining apron/ramp space and certain parking spaces located at the following described property:

A portion of Lot 2. Block 4, El Paso International Airport Tracts Unit Ten (3.4186 acres parcel). City of El Paso. El Paso County. Texas. municipally known and numbered as 1820 American Drive. El Paso, Texas.

and that the Director of Aviation or successor be authorized to execute an amendment to the lease to identity the metes and bounds description and applicable square footage for the aircraft parking ramp and the parking lot once the survey for same is/are finalized.

Goal 3: Promote the Visual Image of El Paso

#### 4. \*RESOLUTION

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

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

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

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

6217 Patria St, more particularly described as Lot 24 (7667.00 St Ft), Block 6, Borderland Heights #4 Subdivision, City of El Paso, El Paso County, Texas, PID #B690-999-0006-2400

to be \$508.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of September, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED EIGHT AND 25/100 DOLLARS (\$508.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

3506 Hueco Ave, more particularly described as S 30' Of 29 & S 30' Of E 1/2 Of 30 (1125 Sq Ft), Block 112, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-1120-9100

to be \$344.11, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of July, 2020, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 11/100 DOLLARS (\$344.11) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

8617 Mount Shasta Dr, more particularly described as Lot 1085 (7134 Sq Ft), Block 41, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0410-9500

to be \$803.75, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of October, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED THREE AND 75/100 DOLLARS (\$803.75) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

191 Ben Swain Dr, more particularly described as Lot 20, Block 12, Millers Lakeside Subdivision, City of El Paso, El Paso County, Texas, PID #M452-999-0120-7700

to be \$429.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of October, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY NINE AND 50/100 DOLLARS (\$429.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

7821 Monterrey Dr, more particularly described as Lot 6 (5775 Sq Ft), Block 3, Hervey Place Subdivision, City of El Paso, El Paso County, Texas, PID #H333-999-0030-2100

to be \$571.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of October, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SEVENTY ONE AND 50/100 DOLLARS (\$571.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

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

#### \*RESOLUTION

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

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

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

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

11128 Ilan Ramon PI, more particularly described as Lot 18 (5464.00 Sq Ft), Block 8, Columbia North Subdivision, City of El Paso, El Paso County, Texas, PID #C742-999-0080-1800

to be \$360.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of September, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY AND 00/100 DOLLARS (\$360.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

10532 Goodman St, more particularly described as Lot 9 (6300 Sq Ft), Block 10, Temple Hills Subdivision, City of El Paso, El Paso County, Texas, PID #T116-999-0100-1700

to be \$1189.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of September, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the EI Paso City Code, declares the above total amount ONE THOUSAND ONE HUNDRED EIGHTY NINE AND 25/100 DOLLARS (\$1189.25) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
  - 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
  - 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

Tr 8-C (0.7123 Ac), Block 79, Tsp 2 Sec 44 T & P Surv Subdivision, City of El Paso, El Paso County, Texas, PID #X579-999-2440-4400

to be \$1010.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of October, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND TEN AND 50/100 DOLLARS (\$1010.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BELTRAN ALTAGRACIA & ENNIO & 1, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

341 Maricela Dr, more particularly described as Lot 11, Block 26, Thomas Manor #10 Subdivision, City of El Paso, El Paso County, Texas, PID #T240-999-026A-2100

to be \$897.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of October, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED NINETY SEVEN AND 50/100 DOLLARS (\$897.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

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

#### \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, 7511 LEXINGTON LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

401 Yarbrough Dr, more particularly described as Lot 1, Block 1, Hutton Go #2 Subdivision, City of El Paso, El Paso County, Texas, PID #H955-999-0010-0100

to be \$415.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of September, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTEEN AND 00/100 DOLLARS (\$415.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

414 Joseph St, more particularly described as Lot 17 (4700 Sq Ft), Block 3, Lower Valley Mobile Home Addn Subdivision, City of El Paso, El Paso County, Texas, PID #L920-999-0030-1700

to be \$428.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of October, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY EIGHT AND 00/100 DOLLARS (\$428.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

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

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

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

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

1158 Tio Dink Cir, more particularly described as Lot 19 (6720.90 Sq Ft), Block 4, Corrale Estates #2 Subdivision, City of El Paso, El Paso County, Texas, PID #C847-999-0040-1900

to be \$529.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of October, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWENTY NINE AND 50/100 DOLLARS (\$529.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

#### \*RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, 538 EAST INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

538 East Rd Rear, more particularly described as N 142 Ft Of Lot 2 (Homesite) (6000.00 Sq Ft), Block 7, North Loop Gardens #1 Subdivision, City of El Paso, El Paso County, Texas, PID #N442-999-0070-1001

to be \$762.15, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of September, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED SIXTY TWO AND 15/100 DOLLARS (\$762.15) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

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

#### \*RESOLUTION

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

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

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

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

9811 Staubach Dr, more particularly described as A Nwly Pt Of 23 & Sely Pt Of 24 (48.49' On St - 113.96' On Wly - 50.43' On Nly -100.02' On Ely), Block 4, Prado Lindo Replat Subdivision, City of El Paso, El Paso County, Texas, PID #P880-999-0040-2300

to be \$356.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of October, 2021, and approves the costs described herein.

- 2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY SIX AND 00/100 DOLLARS (\$356.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.
- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

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

\*Motion made, seconded, and unanimously carried to **DELETE** the Resolution authorizing the City Manager to sign a Lease Agreement by and between the CITY OF EL PASO ("Landlord") and WATERMILL EXPRESS, LLC. ("Tenant") for use of the property known as 8824 Alameda Ave., El Paso, Texas for an initial term of five (5) years with two (2) renewal terms of five (5) years each.

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

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

That the City Council approves a deductive Construction Change Order in the amount of \$383,945.88 to J.A.R. Concrete Inc. for the elimination of the project art piece under Contract No. 2019-452 Paso Del Norte (PDN) Port of Entry (POE) Roundabout Improvements. No additional days will be added to contract number 2019-452. The new contract sum, including this change order notice and previous change order notices is \$2,331,162.35. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

## 7. \*RESOLUTION

**WHEREAS**, the El Paso Metropolitan Planning Organization ("El Paso MPO") is currently accepting grant applications for Federal Transit Administration ("FTA") Section 5310 grant funds; and

**WHEREAS**, the City of El Paso, Texas ("City") wishes to submit a grant application to the El Paso MPO for FTA Section 5310 grant funds; and

**WHEREAS**, if awarded, the funds received under the FTA Section 5310 grant would be utilized for assisting in sustaining Sun Metro transit service to William Beaumont Army Medical Center ("WBAMC") and in funding an integrated transit management software system for Sun Metro's paratransit service; and

**WHEREAS**, the projects would fill a gap in service for El Paso veterans seeking healthcare at WBAMC and will improve efficiency in paratransit service for eligible El Paso residents.

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

- 1. That the City Manager or his designee is authorized to sign the FTA Section 5310 grant and any agreements or verifications required to submit an application to the El Paso MPO for this grant; and
- 2. That the City shall provide all matching funds, if applicable, for said grant.

# CONSENT AGENDA – SPECIAL APPOINTMENTS: Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development \*RESOLUTION

**WHEREAS,** by resolution dated September 3, 1996, the City of El Paso approved of the creation of the El Paso Downtown Management District ("District");

**WHEREAS**, pursuant to Chapter 375 of the Texas Local Government Code ("Code") the District was legally created by order of the Texas Natural Resources Conservation Commission on March 10, 1997;

WHEREAS, pursuant to Section 375.064(a) of the Code, the Board of Directors of the District ("Board") convened a meeting open to the public on August 25, 2022 for the purpose of recommending a slate of persons to serve as members of the Board; and

WHEREAS, pursuant to Section 375.064(b) of the Code, the City Council is required to approve or disapprove recommendations submitted by the Board.

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

That the City Council approve the recommendation of the Board of Directors of the El Paso Downtown Management District that the following persons be named directors of the District for the terms indicated:

<u>Nominee</u>	Term #	<b>Expiration Date</b>
Cynthia Ortwein	1**	August 2025
Brad Taylor	3	August 2025
Peter Spier	3	August 2025
Jonathan Escalante	1**	August 2025
Daniela Caro	1	August 2025
Eugenio Mesta	2	August 2025
Arlene Carroll	5	August 2025

<sup>\*\*</sup>Indicates candidate was appointed to a partial term and is being nominated for his/her full term.

#### CONSENT AGENDA – BOARD APPOINTMENTS:

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

\*Motion made, seconded, and unanimously carried to APPOINT Ivan A. Teran to the Committee on Border Relations by Representative Alexsandra Annello, District 2.

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

..... \*Motion made, seconded, and unanimously carried to APPOINT Steffen Poessiger to the Historic Landmark Commission by Representative Cissy Lizarraga, District 8.

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

\*Motion made, seconded, and unanimously carried to APPOINT Patrick Hernandez-Cigarruista to the Museums and Cultural Affairs Advisory Board by Representative Joe Molinar, District 4.

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12. \*Motion made, seconded, and unanimously carried to **APPOINT** Veronica Martinez Hernandez to the Greater El Paso Civic, Convention and Tourism Advisory Board by Representative Cassandra Hernandez. District 3.

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

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\*Motion made, seconded, and unanimously carried to APPOINT Andi Tiscareño to the Fair 13. Housing Task Force by Representative Alexsandra Annello, District 2.

\*Motion made, seconded, and unanimously carried to **APPOINT** Marina Monsisvais to the Women's Rights Commission by Representative Alexsandra Annello, District 2.

## CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS

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

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

- 1. Diane Denise Rodriguez, in the amount of \$8,364.73 made an overpayment on July 25, 2022 of 2021 taxes. (Geo. # 1591-999-1289-7750)
- 2. Lalitos Auto Sales, in the amount of \$2,659.15 made an overpayment on February 07, 2020 of 2019 taxes. (Geo. # 17PP-000-1949-8022)

# CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS

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

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\*Motion made, seconded, and carried to ACCEPT the notation pursuant to Section 2.92.080 of the City Code, of receipt of campaign contributions by City Representative Isabel Salcido, District 5: \$250 from Carmen I. Perez; \$1,000 from E.C. Houghton JR; \$1,000 from Kelly A. Tomblin; \$1,000 from Donald R. Margo & Adair W. Margo; \$1,000 from Rogelio Lopez; \$500 from Jack T. Chapman; \$500 from Joseph Moody Campaign; \$250 from Rachel B. Harracksingh; \$2,500 Stanley P. Jobe; \$1,038.73 from Victoria Dominguez; \$259.92 from Bill Burton; \$500.00 from Linda Troncoso; \$2,500 from L. Frederick Francis; \$500.00 from Linebarger, Goggan, Blair & Sampson; \$2,500 from J. Kirk Robison.

## CONSENT AGENDA – REQUEST FOR PROPOSAL:

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

17. \*Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2022-0370R Customer Relation Management (CRM) System to Keen360, Inc., for a term of three (3) years for an estimated amount of \$102,021.25. The award also includes, a two (2) year option for an estimated amount of \$46,147.50. 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 \$148,168.75. This contract will allow for the purchase of a Business Relationship Management System. The system will support the Economic and International Development Department, as well as other outward facing departments such as the El Paso International Airport, in establishing, tracking, and maintaining business relationships.

Contract Variance:
No contract variance.

Department: Economic & International Development

Award to: Keen360, Inc.

King of Prussia, PA

Item(s): All Initial Term: 3 years

Option to Extend: 2 years

Annual Estimated Award: \$55,873.75 (Year 1)

\$ 46,147.50 (Year 2 & 3)

Initial Term Estimated Award: \$102,021.25 (3 Years)
Option Term Estimated Award: \$46,147.50 (2 Years)
Total Estimated Award: \$148,168.75 (5 years)
Account No.: 522150-999-1000-99999

522020 239-1000-15240-P1506

Funding Source: General Fund - Citywide Contracts Division

District(s):

This is a Request for Proposal, requirements contract.

The Purchasing & Strategic Sourcing and the Economic & International Development Departments recommend award as indicated to Keen360, 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.

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

# REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

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

18. \*Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the discussion and action to direct city staff to develop solutions internally and in coordination with the City of Sunland Park, NM to mitigate the strain on city roadways as a result of increasing development within the State of New Mexico that connects directly to the City of El Paso streets

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

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19. RESOLUTION

**WHEREAS,** on Monday, August 15, 2022, the Ysleta Independent School District earned an "A" rating for overall academic performance from the Texas Education Agency for the 2021-2022 school year; and

**WHEREAS**, Ysleta ISD received 98 percent of its campuses earning top ratings of either "A" or "B" for their educational programs; and

**WHEREAS**, Ysleta ISD is the only "A"-rated district among the city of El Paso's largest districts; and

WHEREAS, of the nearly 1,200 public school districts in Texas that were rated this year, Ysleta ISD was among only 396 to receive an "A" rating for its performance in three domains: student achievement, school progress and closing the gaps; and

**WHEREAS,** of the 8,451 campuses rated this year, only about 28 percent – or 2,356 schools – earned an "A" rating from TEA; and

WHEREAS, in Ysleta ISD, 54% of campuses earned an "A" rating, including the following 28 campuses: Ysleta Pre-K Center, Alicia R. Chacon International School, Desertaire Elementary School, Del Norte Heights Elementary School, Dolphin Terrace Elementary School, Del Valle Elementary School, Edgemere International School, Eastwood Heights Elementary School, Eastwood Knolls International School, East Point Elementary School, Glen Cove Elementary School, Mission Valley Elementary School, North Star Elementary School, Pebble Hills Elementary School, Ramona Elementary School, REL Washington International School, Sageland Elementary School, Scotsdale Elementary School, Tierra del Sol Elementary School, Thomas Manor Elementary School, Vista Hills Elementary School, Rio Bravo Middle School, Del Valle High School, Hanks High School, Valle Verde Early College High School, Young Women's Leadership Academy, Plato Academy and Tejas School of Choice.

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

- 1. Recognizes the Ysleta Independent School District for being the only "A"-rated district among the City of El Paso's largest districts; and
- 2. Recognizes Ysleta ISD Superintendent Dr. Xavier De La Torre, the Ysleta ISD Board of Trustees and all faculty, staff, students and parents for a successful 2021-2022 school year. Congratulations!

Representative Rivera read the resolution into the record.

Mayor Leeser and Representatives Hernandez and Lizarraga commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

ABSENT: Representative Svarzbein

#### 20. RESOLUTION

**WHEREAS**, in July people with disabilities and their supporters celebrated the 32<sup>nd</sup> anniversary of the Americans with Disabilities Act (ADA); and

**WHEREAS**, there are over 61 million people with disabilities of all ages living in communities throughout the United States; and

**WHEREAS**, the disability community has a critical interest in policies enacted at local, state, and national levels that affect the integration of people with disabilities, young and old, into our communities; and

WHEREAS, getting the disability community involved in influencing public policies is essential if these policies are to meet the real needs of people with disabilities that live in the community; and

**WHEREAS,** nonpartisan voting is one way for the disability community to exert their influence at local, state and national elections; and

**WHEREAS**, there are multiple efforts to organize people with disabilities and our allies around the issue of voting; and

**WHEREAS,** REV UP, "Register! Educate! Vote! Use your Power!" is an effort to encourage state and local disability communities to organize voting coalitions; and

WHEREAS, members of the national disability rights community are organizing a DISABILITY VOTING RIGHTS WEEK (DVRW) that will span from September 12 to September 16, 2022; and

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

That the City of El Paso is proud to support the growing involvement of the disability community in the nonpartisan political process and recognizes the week of September 12<sup>th</sup> to September16<sup>th</sup> as 2022 Disability Voting Rights Week (DVRW).

Representative Annello read the resolution into the record.

Mr. Josue Rodriguez, El Paso Desert ADAPT Organizer, commented.

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

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

NAYS: None

ABSENT: Representative Svarzbein

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#### 21. RESOLUTION

**WHEREAS**, in 1982, the annual celebration of Banned Books Week was launched by the Office of Intellectual Freedoms, the American Library Association, and the publishing community in order to fight against censorship and celebrate the freedom to read; and

**WHEREAS**, Banned Books Week is celebrated in order to highlight current and historical attempts to censor books in libraries and schools, while also celebrating the freedom to choose as well as the freedom to express one's opinion even if that viewpoint may be deemed unconventional; and

**WHEREAS**, Texas state officials in leadership positions last year began questioning books and reading materials in public schools, particularly those relating to race and sexuality, including Pulitzer Prize-winning books and authors, and

**WHEREAS**, the books that are being questioned tell the stories of people of color and are the stories of the marginally oppressed, which should be included in the education of all people; and

**WHEREAS**, we should recognize that the power of words and books is used to open the eyes and the world of younger generations, by starting conversations and outlining the perspectives of different groups and individuals, and Banned Books Week was established to acknowledge this fact and celebrate the stories that officials in our state are trying to silence; and

WHEREAS, the City of El Paso has committed to building a truly equitable community by guaranteeing every citizen has the freedom to read and have access to diversity and information, and YWCA El Paso del Norte Region's mission is to eliminate racism, empower women, and promote peace, justice, freedom, and dignity for all; and

**WHEREAS**, YWCA EI Paso del Norte Region and the City of EI Paso have partnered to create Banned Books sections in all City of EI Paso Public Libraries, ensuring all community members have access to stories that represent them, and that citizens are encouraged to embrace diversity by reading stories about communities other than their own; and

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

Recognizes September 18 - 24 as the American Library Association's Banned Books Week.

Representative Annello read the resolution into the record.

Mayor Leeser commented.

Ms. Sereka Barlow, Chief Executive Officer for the YWCA El Paso Del Norte Region, commented.

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

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

NAYS: None

ABSENT: Representative Svarzbein

\*Motion made, seconded, and unanimously carried to **DELETE** the discussion and action on a Resolution that the City Council declares that the expenditure of District 7 discretionary funds in an amount not to exceed \$2,082.00 to be used at the Sylvia Carreon Recreation Center Multi-Purpose grand room for window improvements serves a municipal purpose of enhancing the quality of life through recreational, cultural, an educational environments for El Paso residents.

### REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

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

**23.** Update on the Streets and Maintenance Pothole Patching Program.

Mr. Richard Bristol, Streets and Maintenance Director, and Mr. Salvador Solis, Streets and MaintenanceTransportation Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Hernandez, Molinar, and Rivera commented.

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Mr. Jose Gutierrez, Streets and Maintenance Transportation Manager
- Ms. Karla Nieman, City Attorney

**NO ACTION** was taken on this item. ..... Goal 8: Nurture and Promote a Healthy, Sustainable Community **24.** Presentation and discussion on El Paso Animal Services Animal Protection Officers. Chief Terry Kebschull, Animal Services Director, and Ms. Gina Ramirez, Animal Services Field Operations Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office). **NO ACTION** was taken on this item. <u>CALL TO THE PUBLIC – PUBLIC COMMENT:</u> The following members of the public commented: 1. Ms. Wally Cech 2. Mr. Joseph Bartz 3. Mr. Richard Genera REGULAR AGENDA – FIRST READING OF ORDINANCES: Goal 2: Set the Standard for a Safe and Secure City ..... \*Motion made, seconded, and unanimously carried to **DELETE** the introduction of an Ordinance amending Title 13 (Streets, Sidewalks and Public places), Chapter 13.34 (Picketing), Section 13.34.010 (Definitions) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.020 (Notice of intent to picket) to add exceptions and spontaneous events; Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of notification) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.040 (Picketing regulations) to delete and reserve; Chapter 13.34 (Picketing), Section13.34.050 (Violation) to delete and reserve; Chapter 13.36 (Parades and Public assemblies) to amend chapter title to 'Parades;' Chapter 13.36 (Parades and Public assemblies) Section 13.36.010 (Definitions) to delete 'demonstration' and 'public assembly' from definitions; Chapter 13.36 (Parades and Public assemblies), Section 13.36.020 (Permit required) to add spontaneous event exception; Chapter 13.36 (Parades and Public assemblies), Section 13.36.100 (Violation - penalty) to remove the term 'public assembly' from violations; Chapter 13.38 (Special events), Section 13.38.020 (Definitions) to remove picketing, demonstrating, parades, and public assembly from the definition of 'special events'; the penalty as provided in Section13.36.100 and 13.38.110 of the City Code. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Salcido, 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 Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga NAYS: None NOT PRESENT FOR THE VOTE: Representative Rodriguez

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Goal 3: Promote the Visual Image of El Paso

ABSENT: Representative Svarzbein

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**26.** An Ordinance vacating a 0.012 acre and 0.018 acre portions of City Right-of-way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas.

Subject Property: 106 W Mills Ave.

Applicant: Mills Plaza Properties II, LP and Mills Plaza Parking II, LP, SURW22-00011

27. An Ordinance granting a Special Privilege License to Airwavz Solutions, Inc. for the construction, installation, maintenance, use and repair of 62 linear feet of all necessary, desirable, subsurface wires, cables, underground conduits, manholes or other structures and appurtenances in connection with telecommunication systems and fiber optic, conduit and cables within a portion of City right-of-way underneath Curie Drive; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

Subject Property: 1740 Curie Drive

Applicant: Airwavz Solutions, Inc., PSPN22-00001

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

28. An Ordinance to amend the 2025 Major Thoroughfare Plan to delete a portion of Roanoke Dr.,

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a proposed north/south connection between Threadgill Avenue and Will Ruth Avenue.

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 27, 2022 FOR ITEMS 26 THROUGH 28

# REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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29. Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to AWARD Solicitation 2022-0697 Allison Proprietary Parts and Service (Re-Bid) to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC for a three (3) year term for an estimated amount of \$702,000.00. This contract will allow transmission repairs for both the Fire Department and Streets and Maintenance fleet vehicles.

#### Contract Variance:

Account No.:

The difference based on comparison to the previous contract is as follows: An increase of \$87,000.00 for the initial term, which represents a 14.15% increase due to an increase in higher parts cost and labor rates.

Department: Fire Department

Vendor: Stewart & Stevenson, LLC dba Stewart &

Stevenson Power Products, LLC

Houston, TX

Item(s):AllInitial Term:3 yearsOption to Extend:None

Annual Estimated Award: \$234,000.00

Total Estimated Award: \$702,000.00 (3 years)

322-1000-22090-522250-P2216 322-1000-22090-531180-P2216 322-1000-22090-532080-P2216

532-3600-37020-531250-P3701

Funding Source: General Funds

Supply Support Fund

District(s):

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Stewart & Stevenson, LLC dba Stewart & Stevenson Power Products, LLC, the sole bidder offering the best value bid.

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

Lizarraga

NAYS: None

ABSENT: Representative Svarzbein

Goal 4: Enhance El Paso's Quality of Life through Recreational Cultural and Educationa

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

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**30.** Motion made by Representative Molinar, seconded by Representative Rodriguez, and unanimously carried to **AWARD** Solicitation No. 2022-0386 Janitorial Services for El Paso Museums to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$712,620.00. The award also includes a two (2) year option for an estimated amount of \$475,080.00. The total contract value is, including the initial term plus option is five (5) years, for an estimated amount of \$1,187,700.00.

#### Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$351,461.52 for the initial term, which represents a 97.32% increase due to an increase in hourly rates and an increase in service hours required.

Department: Museum and Cultural Affairs
Award to: Ace Government Services, LLC

El Paso, TX

Item(s):
Initial Term:
Option to Extend:
Annual Estimated Award:

All
2 years
2 years
\$237,540.00

 Initial Term Estimated Award:
 \$ 712,620.00 (3 years)

 Option Term Estimated Award:
 \$ 475,080.00 (2 years)

 Total Estimated Award:
 \$1,187,700.00 (5 years)

 Account No.:
 522060 - 454 - 1000 - 54000

Funding Source: General Funds

District(s):

This is a Best Value procurement contract.

The Purchasing & Strategic Sourcing and the Museum and Cultural Affairs Departments recommend award as indicated to Ace Government Services, LLC, the highest ranked bidder 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.

Representative Annello commented.

Mr. Edward Rodriguez, Procurement Analyst commented.

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

Lizarraga

NAYS: None

ABSENT: Representative Svarzbein

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

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31. Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **AUTHORIZE** the Purchasing Director to issue a Purchase Order for the award of contract 2022-0767 Mast Arm Poles (Re-Bid II) to Tri-State Electric, Ltd. for a one (1) year term for an estimated amount of \$1,312,247.58. This contract will allow the purchase of mast arm and street light poles.

#### **Contract Variance:**

The difference based on comparison to the previous contract is as follows: An increase of \$1,207,499.58 for the initial term, which represents a 1,152.77% increase due to additional steel items and price increases.

Department: Streets and Maintenance Vendor: Tri-State Electric, Ltd.

Vinton, TX

Item(s): All Initial Term: 1 year

Total Estimated Award: \$1,312,247.58 (1 year)

Account No.: 532 - 1000 - 532030 - 32020 - P3252

Funding Source: General Fund

District(s):

This is a Non-Competitive contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Tri-State Electric, Ltd.

Representative Rivera commented.

Ms. Claudia Garcia, Interim Purchasing and Strategic Sourcing Interim Director, commented.

Ms. Carol Cassady, citizen, commented.

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

Lizarraga

NAYS: None

ABSENT: Representative Svarzbein

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32. Motion made by Representative Molinar, seconded by Representative Rivera, and unanimously carried to **AWARD** Solicitation 2022-0632 Janitorial Services - City 1-2-3-4 and MCAD (UPTT) to Ace Government Services, LLC for an initial three (3) year term for an estimated amount of \$1,150,148.70. The award also includes a two (2) year option for an estimated amount of \$766,765.80. 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 \$1,916,914.50. This contract will allow janitorial services at City buildings 1, 2, 3, 4 and MCAD at UPTT.

Contract Variance:

The difference based on comparison to the previous contract is as follows: An increase of \$160,384.50 for the initial term, which represents a 71.92% increase due to increased labor costs.

Department: Streets and Maintenance Vendor: Ace Government Services, LLC

El Paso, TX

Item(s):AllInitial Term:3 yearsOption to Extend:2 yearsAnnual Estimated Award:\$383,382.90

Initial Term Estimated Award: \$766,765.80 (3 years)
Total Estimated Award: \$1,916,914.50 (5 years)

Account No.: 532 - 1000 - 522060 - 31040 - P3120

Funding Source: General Fund

District(s):

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Ace Government Services, LLC, the bidder offering the best value bid. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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

Lizarraga NAYS: None

ABSENT: Representative Svarzbein

DECLUAD ACENDA DUDU IC LIFADINCO AND SECOND DEADING OF ODDINANCES.

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

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33. ORDINANCE 019377

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACTS 3 & 4, BLOCK 6, CHRISTY TRACT, IN BLOCK 31, YSLETA GRANT, 541 SCHWABE STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) AND R-F (RANCH AND FARM) TO R-5 (RESIDENTIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

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

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

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

NAYS: Representative Molinar ABSENT: Representative Svarzbein

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

34. ORDINANCE 019378

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF THE EAST ½ OF LOT 22, BLOCK B, PIONEER SUBDIVISION, 6519 S. ANGORA LOOP STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE). 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 Molinar, seconded by Representative Salcido, and unanimously carried that the Ordinance be **ADOPTED**.

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

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

NAYS: None

ABSENT: Representative Svarzbein

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

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#### 35. ORDINANCE 019379

The City Clerk read an Ordinance entitled: AN ORDINANCE REMOVING A CONDITION PLACED ON PROPERTY BY ORDINANCE NO. 15503 WHICH CHANGED THE ZONING OF LOT 1, BLOCK 1, OF LEEGACY SUBDIVISION, 1426 GEORGE DIETER DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND WHICH IMPOSED A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED CONDITION RELEASE 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 Rodriguez, seconded by Representative Rivera, and unanimously carried that the Ordinance be **ADOPTED**.

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

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

Lizarraga

NAYS: None

ABSENT: Representative Svarzbein

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

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#### 36. ORDINANCE 019380

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF TRACT 17-C-85, SECTION 8, BLOCK 79, TOWNSHIP 3, TEXAS PACIFIC RAILWAY SURVEYS, 1681 JOE BATTLE BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

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

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

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

NAYS: Representative Annello ABSENT: Representative Svarzbein

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

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#### 37. ORDINANCE 019381

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF TRACT 5A, SECTION 15, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, 12191 RAILROAD DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (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.

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

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

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

NAYS: None

ABSENT: Representative Svarzbein

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

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS: PARCEL-7: THE EAST 10 FEET OF LOT 4 AND ALL OF LOTS 5, 6, AND 7, LOS RANCHITOS SUBDIVISION REPLAT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO R-4 (RESIDENTIAL); AND, PARCEL-8: LOTS 8, 9, 10, 11, AND 12, LOS RANCHITOS SUBDIVISION REPLAT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-2/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); AND, PARCEL-9: LOTS 13, 14, 15, AND 16, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); AND, PARCEL-10: LOT 85, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C- 1/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); AND, PARCEL-11: LOTS 82, 83, AND 84, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO R-4 (RESIDENTIAL); AND, PARCEL-12: LOTS 62 AND 77, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1 (COMMERCIAL) TO R-4 (RESIDENTIAL); AND, PARCEL-13: LOT 76, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-1/SC (COMMERCIAL/SPECIAL CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); AND, PARCEL-14: LOT 76, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C- 1 (COMMERCIAL) TO R-4 (RESIDENTIAL); AND, PARCEL-15: TRACT 11, SECTION 38, BLOCK 81, TOWNSHIP 1, T&P RAILWAY CO. SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM A-M/SC HOME PARK/SPECIAL (APARTMENT/MOBILE CONTRACT) TO R-4/SC (RESIDENTIAL/SPECIAL CONTRACT); AND, PARCEL-16: LOTS 22, 23, 24, AND 51, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-4/SP (RESIDENTIAL/SPECIAL PERMIT) TO R-4 (RESIDENTIAL), AND THAT SPECIAL PERMIT ORDINANCE NO. 12205 APPROVED ON DECEMBER 20, 1994 IS HEREBY RESCINDED; AND, PARCEL-17: LOTS 27 AND 28, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-4/SP (RESIDENTIAL/SPECIAL PERMIT) TO R-4 (RESIDENTIAL), AND THAT SPECIAL PERMIT RESOLUTION NO. SP 82-9 APPROVED ON JUNE 1, 1982 IS HEREBY RESCINDED; AND, PARCEL-18: LOTS 54 AND 55, LOS RANCHITOS SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM A-O (APARTMENT/OFFICE) TO R-4 (RESIDENTIAL), THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

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

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

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

NAYS: None

ABSENT: Representative Svarzbein

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

#### 39. ORDINANCE 019383

The City Clerk read an Ordinance entitled: AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 1, SHADOW MOUNTAIN UNIT 2, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1 (COMMERCIAL) TO G-MU (GENERAL MIXED USE) AND APPROVING A MASTER ZONING PLAN, AND AMENDING THE MASTER ZONING PLAN APPROVED ON JULY 19, 2016, BY ORDINANCE NO. 18541 FOR THE REZONING TO G-MU (GENERAL MIXED USE) OF LOT 1, BLOCK 1, SHADOW MOUNTAIN, 201 SHADOW MOUNTAIN DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

THE PROPOSED REZONING AND MASTER ZONING PLAN AMENDMENT 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 Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and carried that the Ordinance be **ADOPTED**.

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

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

NAYS: Representative Molinar ABSENT: Representative Svarzbein

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

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#### **REGULAR AGENDA – OTHER BUSINESS:**

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Coal 2: Dramata the Viewal Image of El Dage

Goal 3: Promote the Visual Image of El Paso

**17. ITEM:** Discussion and action on an appeal by the property owner of 1121 Terrace Court, El Paso, Texas in the Sunset Heights Historic District regarding a decision rendered by the Historic Landmark Commission (HLC) in HLC Case PHAP22-00022 on June 6, 2022, to deny a Certificate of Appropriateness for the referenced property.

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

The following City staff members commented:

- Ms. Providencia Velazquez, Preservation Officer
- Mr. Tony De La Cruz, Building Permits and Inspections Assistant Director

Ms. Karla Nieman, City Attorney, provided legal advice.

The following members of the public commented:

- 1. Mr. Ivan Lopez
- 2. Mr. Luis Yanez, representative for the property owner

#### **MOTION**

**WHEREAS**, The City of El Paso's Historic Landmark Commission ("HLC") is established under the authority of Chapter 211 of the Texas Local Government Code (Municipal Zoning) for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance;

**WHEREAS**, Title 20.20 of El Paso City Code authorizes the HLC to decide cases regarding Certificates of Appropriateness and declares as a matter of public policy that the protection, enhancement, preservation and use of historic landmarks is a public necessity and is required in the interest of the culture, prosperity, education, safety and general welfare of the people;

**WHEREAS**, the purpose of Title 20.20 (Historic Landmark Preservation) includes, but is not limited to, protecting, enhancing and perpetuating historic landmarks which represent or reflect distinctive and important elements of the city's, regions, state's or nation's architectural, archaeological, cultural, social, economic, ethnic and political history and to develop appropriate settings for such places;

**WHEREAS**, on June 6, 2022, the HLC denied the request for Certificate of Appropriateness, After the Fact for an outdoor deck, in case number PHAP22-00022, located at 1121 Terrace Court, El Paso, Texas 79902 on the basis that the constructed addition did not meet the design regulations or character for the Sunset Heights Historic District;

**WHEREAS**, the Applicant for case number PHAP22-00022 has elected to appeal the June 6, 2022 ruling of the Historic Landmark Commission to the City Council of the City of El Paso under the appeal procedure defined in Section 20.20.190 of the El Paso City Code;

**WHEREAS**, the appeal hearing before the City Council began on August 16, 2022, continued to the August 30, 2022 City Council meeting, and continued again to the September 13, 2022 City Council meeting.

#### NOW, THEREFORE BE IT RESOLVED as follows;

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Annello, and carried that the City Council **UPHOLD** the HLC's decision on June 6, 2022, of denial with recommendations in case number PHAP22-00022 for property located at 1121 Terrace Court, El Paso, Texas 79902 for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural or architectural importance and significance.

This motion incorporates by reference as if fully set forth herein, the recitals above and the content of the following:

- 1. Agenda for the El Paso Historic Landmark Commission meeting of June 6, 2022, including attachments thereto;
- 2. Historic Landmark Commission Meeting Minutes of June 6, 2022;

- 3. Presentation materials and related documents provided at the Regular City Council meeting of August 16, 2022, August 30, 2022, and September 13, 2022 for HLC case number PHAP22-00022which include the following materials:
  - a. City of El Paso, Texas Agenda Item Department Head's Summary Form
  - b. Planning and Inspections Department Memorandum dated August 8, 2022
  - c. Notice of Appeal dated July 20, 2022
  - d. Backup Agenda material for the June 6, 2022 HLC meeting
  - e. Certificate of Appropriateness Denied by the El Paso Historic Landmark Commission
  - f. Power Point presentation titled Appeal of HLC Decision for 1121 Terrace Court
- 4. The minutes and video record of the August 16, 2022, August 30, 2022, and September 13, 2022 Regular City Council meetings relating to HLC case number PHAP22-00022.

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

NAYS: Representative Molinar

ABSENT: Representative Svarzbein

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

#### 41. RESOLUTION

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

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

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

**WHEREAS,** Paseo Del Este Municipal District No. Two ("M.U.D. No. 2") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2022 by M.U.D. No. 2 (the "Series 2022 Bonds"); and

**WHEREAS**, the City reviewed the proposed issuance of Series 2022 Bonds by M.U.D. No. 2 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 Bonds in the estimated amount of \$2,750,000, by Paseo Del Este Municipal Utility District No. 2, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

Mayor Leeser and Representative Rodriguez commented.

The following City staff members commented:

- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Tommy Gonzalez, City Manager
- Ms. Karla Nieman, City Attorney

Ms. Carol Cassady, citizen, commented.

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

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

NAYS: None

ABSENT: Representative Svarzbein

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

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42. RESOLUTION

**WHEREAS,** Vision Zero is a strategy designed to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all; and

WHEREAS, Vision Zero acknowledges that traffic accidents resulting in death or serious injury are largely preventable and that many factors contribute to safe mobility, including roadway design, speeds, behaviors, technology, and policies; and

**WHEREAS**, Vision Zero establishes clear strategies to achieve zero traffic fatalities and severe injuries; and

WHEREAS, one death on our streets is one too many; and

**WHEREAS**, Smart Growth America's Dangerous By Design 2022 report ranked the City of El Paso (the "City") as the 18th most dangerous metropolitan area for pedestrians in the United States; and

**WHEREAS**, older adults and people walking in low-income neighborhoods are disproportionately impacted by fatal and serious collisions; and

**WHEREAS**, equity is an integral component of Vision Zero with strategies such as prioritizing safety improvements in historically underserved areas and conducting robust engagement programs to reach the most vulnerable on the roadways; and

**WHEREAS**, Vision Zero aligns with the City's Comprehensive Plan, Strategic Plan, Bike Plan, and Complete Streets Policy by prioritizing our most vulnerable roadway users and encouraging balance among all users of the City's transportation network; and

**WHEREAS**, to implement Vision Zero policies, the City must have a multi-faceted approach that brings together government, advocacy, and private sector actors and fully engages the public; and

**WHEREAS,** on April 26, 2022, the El Paso City Council approved a Professional Services Agreement with a consultant ("Agreement") to assist the City in implementing its Vision Zero Action Plan; and

**WHEREAS**, pursuant to the Agreement, the consultant will assist in implementing the City's Vision Zero Action Plan by completing work to include the following:

- Developing a Vision Zero Action Plan summarizing specific changes to policies, standards, procedures, guides, and ordinances to reduce speeding, reduce collisions, and move the City towards zero fatalities and serious injuries;
- b. Conducting a comprehensive community engagement process to inform the Action Plan:
- c. Analyzing data to identify locations where investments in safety are most urgent;
- d. Developing measurable goals with clear timelines for implementation;
- e. Developing a public website to share data and providing routine updates to City Council.

**WHEREAS**, the City joins other leading cities around the State of Texas, the nation, and the globe in their commitment to eliminate traffic deaths and serious injuries - work that has demonstrated success when coupled with adequate funding and staffing levels for its implementation.

**WHEREAS**, the Federal Highway Administration and United States Department of Transportation have made a commitment to eliminating fatalities and serious injuries on the nation's roadways using a data-driven, interdisciplinary approach in line with Vision Zero.

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

- 1. That the City Council hereby endorses the Vision Zero goal of eliminating traffic deaths and serious injuries on City of El Paso streets, with an emphasis on protecting the most vulnerable users of our transportation systems.
- 2. That the City Manager shall direct Capital Improvement Department staff to provide annual reports to Council on the implementation of the Vision Zero Action Plan, such annual reports being due to Council by December 15 of each year.
- That the City Manager, or designee, shall establish a Vision Zero Task Force comprised of external stakeholders and representatives from relevant City departments to be engaged in supporting the development and implementation of a comprehensive Vision Zero Action Plan.

Mr. Scott White, citizen, commented.

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

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

NAYS: None

ABSENT: Representative Svarzbein

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

**THAT** the City Manager, is authorized to sign a letter of support directed to the El Paso Metropolitan Planning Organization ("MPO") providing that the City of El Paso supports the MPO's efforts to apply for the FY 2022 SS4A Discretionary Grant Program to develop a comprehensive regional action plan designed to prevent death and serious injuries on streets and roadways in the City of El Paso region.

Mayor Leeser commented.

Mr. Scott White, citizen, commented.

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

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

NAYS: None

Laura D. Prine, City Clerk

ABSENT: Representative Svarzbein

<u>ADJOURN</u>
Motion made by Representative Annello, seconded by Representative Rodriguez, and unanimously carried to <b>ADJOURN</b> this meeting at 12:19 p.m.
AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None ABSENT: Representative Svarzbein
APPROVED AS TO CONTENT:

OSCAR LEESER MAYOR TEXAS

CITY COUNCIL

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

TOMMY GONZALEZ
CITY MANAGER

# AGENDA REVIEW MINUTES COUNCIL CHAMBERS AND VIRTUALLY CITY HALL, 300 N. CAMPBELL September 12, 2022 9:00 A.M.

9:00 A.M.
The City Council met at the above place and date. Meeting was called to order at 9:49 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Alexsandra Annello, Cassandra Hernandez, Claudia Rodriguez, and Henry Rivera. Peter Svarzbein, Joe Molinar, Isabel Salcido, and Cissy Lizarraga requested to be excused.
The agenda items for the September 13, 2022 Regular City Council Meeting were reviewed.
Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried to <b>APPOINT</b> Representative Hernandez as Mayor Pro Tempore for this meeting.
AYES: Representatives Annello, Hernandez, Rodriguez, and Rivera NAYS: None ABSENT: Representatives Svarzbein, Molinar, Salcido, and Lizarraga
19. REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL
Discussion and action on a Resolution recognizing the Ysleta Independent School District for being the only A-rated district among the City of El Paso's largest districts.
Mayor Leeser and Representative Rivera commented.
Ms. Laura Prine, City Clerk, commented.
22. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL
Discussion and action on a Resolution that the City Council declares that the expenditure of District 7 discretionary funds in an amount not to exceed \$2,082.00 to be used at the Sylvia Carreon Recreation Center Multi-Purpose grand room for window improvements serves a municipal purpose of enhancing the quality of life through recreational, cultural, and educational environments for El Paso residents.
Representative Rivera commented.
Ms. Laura Prine, City Clerk, commented.
25. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance amending Title 13 (Streets, Sidewalks and Public places), Chapter 13.34 (Picketing), Section 13.34.010 (Definitions) to delete and reserve; Chapter 13.34 (Picketing),

Section 13.34.020 (Notice of intent to picket) to add exceptions and spontaneous events;

Chapter 13.34 (Picketing), Section 13.34.030 (Receipt of notification) to delete and reserve; Chapter 13.34 (Picketing), Section 13.34.040 (Picketing regulations) to delete and reserve; Chapter 13.34 (Picketing), Section13.34.050 (Violation) to delete and reserve; Chapter 13.36 (Parades and Public assemblies) to amend chapter title to 'Parades;' Chapter 13.36 (Parades and Public assembly' from definitions; Chapter 13.36 (Parades and Public assemblies), Section13.36.020 (Permit required) to add spontaneous event exception; Chapter 13.36 (Parades and Public assemblies), Section 13.36.100 (Violation - penalty) to remove the term 'public assembly' from violations; Chapter 13.38 (Special events), Section13.38.020 (Definitions) to remove picketing, demonstrating, parades, and public assembly from the definition of 'special events'; the penalty as provided in Section13.36.100 and 13.38.110 of the City Code.

Mayor Leeser and Representatives Annello and Hernandez questioned the following City staff members:

- Assistant Police Chief Peter Pacillas
- Mr. Tommy Gonzalez, City Manager
- Ms. Karla Nieman, City Attorney
- Mr. Eric Gutierrez, Assistant City Attorney

# 27. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance granting a Special Privilege License to Airwavz Solutions, Inc. for the construction, installation, maintenance, use and repair of 62 linear feet of all necessary, desirable, subsurface wires, cables, underground conduits, manholes or other structures and appurtenances in connection with telecommunication systems and fiber optic, conduit and cables within a portion of City right-of-way underneath Curie Drive; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

Subject Property: 1740 Curie Drive

Applicant: Airwavz Solutions, Inc., PSPN22-00001

Representative Hernandez questioned the following City staff members:

- Ms. Armida Martinez, Senior Planner
- Mr. Richard Bristol, Streets and Maintenance Director
- Mr. Tommy Gonzalez, City Manager

#### 33. REGULAR AGENDA - PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance changing the zoning of a portion of Tracts 3 & 4, Block 6, Christy Tract, in Block 31, Ysleta Grant, 541 Schwabe Street, City of El Paso, El Paso County, Texas from R-3 (Residential) and R-F (Ranch and Farm) to R-5 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 541 Schwabe Street

Applicant: John Sayen and Rosa Isela Sayen, PZRZ22-00010

Representative Rivera questioned the following City staff member:

• Mr. Raul Garcia, Planning and Inspections Project Manager

# 35. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES

An Ordinance removing a condition placed on property by Ordinance No. 15503 which changed the zoning of Lot 1, Block 1, of Leegacy Subdivision, 1426 George Dieter Drive, City of El Paso, El Paso County, Texas, and which imposed a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: 1426 George Dieter Drive

Applicant: Dr. William Boushka, EBB Holding LLC, PZCR22-00002

Representatives Hernandez, Rodriguez, and Rivera questioned the following City staff members:

- Mr. Luis Zamora, Senior Planner
- Mr. Raul Garcia, Planning and Inspections Project Manager

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** this meeting at 10:33 a.m.

AYES: Representatives Annello, Hernandez, Rodriguez, and Rivera NAYS: None ABSENT: Representatives Svarzbein, Molinar, Salcido, and Lizarraga
APPROVED AS TO CONTENT:
Laura D. Prine, City Clerk

OSCAR LEESER MAYOR

TOMMY GONZALEZ
CITY MANAGER



#### CITY COUNCIL

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

#### CITY COUNCIL WORK SESSION MINUTES SEPTEMBER 12, 2022 COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY 9:05 A.M.

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The City Council of the City of El Paso met at the above place and date. The meeting was called to order at 10:33 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Alexsandra Annello, Cassandra Hernandez, Claudia Rodriguez, and Henry Rivera. Peter Svarzbein, Joe Molinar Isabel Salcido, and Cissy Lizarraga requested to be excused on September 12, 2022.

# AGENDA

Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried to **APPOINT** Representative Hernandez as Mayor Pro Tempore for this meeting.

AYES: Representatives Annello, Hernandez, Rodriguez, and Rivera

NAYS: None

ABSENT: Representatives Svarzbein, Molinar, Salcido, and Lizarraga

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

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1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, began the presentation by explaining that there was a significant drop in the number of new COVID-19 cases along with a plateau in the number of new hospitalizations attributed to the virus. Mr. Gonzalez stated that according to the Center for Disease Control and Prevention (CDC), the City was classified as "low", however, the classification should be "medium" according to the current level of cases. He also highlighted the importance of the CDC recommendations for preventing the spread of the virus such as frequent hand washing, use of face masks, and testing if exposed or feeling ill and mentioned that the City continues to work with local partners to provide equitable access to vaccinations and other health initiatives. Mr. Gonzalez continued by saying that due to the end of the federal program covering free COVID tests, the City would provide free testing if symptomatic regardless of insurance status at testing sites or if asymptomatic they can visit one of the City's clinics.

- 2. 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
  - & Statewide Mask Mandate Litigation
  - d) Additional Updates

Ms. Karla Nieman, City Attorney, reported that the State's Disaster Declaration was expected to be renewed adding that the local Emergency Ordinances were set to expire on September 14<sup>th</sup> and needed to be renewed. As far as the mask mandate litigation pending in the 4<sup>th</sup>, 5<sup>th</sup> and 8<sup>th</sup> Texas Courts of Appeal, Ms. Nieman stated there were no updates, however, she said that the Texas Supreme Court had extended the option for virtual court hearings until November 1, 2022. She continued by mentioning that the federal government would not be taking action to enforce vaccine mandates for federal contractors and ended her portion of the presentation by providing an update on trial settings related to COVID-19 currently filed in the Municipal Courts.

- 3. Team Lead Report:
  - a) Health Focus (Hector Ocaranza, M.D.)
    - i- COVID-19 update
    - ii- Monkeypox Update

Dr. Hector Ocaranza, Public Health Authority, continued the presentation by reiterating that there was a downward trend in the number of new COVID-19 cases and a plateau in the number of new hospitalizations related to the virus. He went on to explain that the new Bivalent booster approved on September 2, 2022 would be replacing the current COVID-19 booster and available at the City's clinics. Dr. Ocaranza ended his update by providing information related to the Monkeypox virus and reported the confirmation of a second case in the City.

4. City Manager Wrap-up (Tommy Gonzalez)

Mr. Gonzalez wrapped up the presentation by stating that the City had administered 2.1 million COVID-19 tests to date with the testing demand currently at 3,000 per week and reminded the public to practice prevention protocols in preparation of the upcoming cold season.

Mayor Leeser and Representative Annello commented.

NO ACTION was taken on this item.

#### 2. ITEMS 2 THROUGH 4 WERE TAKEN TOGETHER

#### **ORDINANCE NO. 019373**

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 August 15, 2022; and
- **WHEREAS**, despite local COVID-19 cases continuing to decline, the risk of contracting COVID-19 remains and new variants of the virus are expected to arise; and
- **WHEREAS**, as of September 1, 2022, the number of new COVID-19 active cases reported in El Paso is 170 and the cumulative number is 280,989; and
- **WHEREAS**, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31<sup>st</sup> day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration; and
- **WHEREAS**, Emergency Ordinance No. 019363 which re-enacts Emergency Ordinance No. 019035 is set to expire on September 14, 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:

- 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.

#### 3. ORDINANCE NO. 019374

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 August 15, 2022; and

**WHEREAS**, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31<sup>st</sup> 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.

#### 4. ORDINANCE 019375

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 August 15, 2022; and

**WHEREAS**, Governor Abbott has similarly renewed the State's COVID- 19 Disaster Declaration, with the most recent extension taking place on August 20, 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 EI Paso City Council desires to support restaurants and similar establishments in their efforts to safely operate during the COVID-19 pandemic by further facilitating outdoor service and dining opportunities; and

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

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

WHEREAS, City Council re-enacted Emergency Ordinance No. 019241, with the most recent re-enaction taking place on August 15, 2022 (Ord. No.019365) ("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 October 12, 2022 until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

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

Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried to **ADOPT** the Emergency Ordinances

AYES: Representatives Annello, Hernandez, Rodriguez, and Rivera

NAYS: None

ABSENT: Representatives Svarzbein, Molinar, Salcido, and Lizarraga Mayor Leeser consented to the adoption of the Emergency Ordinances.

..... 5.

#### ORDINANCE NO. 019376

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,** on June 30, 2022, a United States Supreme Court ruling allowed the President to end the Migrant Protection Protocols, which would allow for the inflow of migrants from the southern border; and

**WHEREAS,** the Southwest had 207,416 land border encounters in the month of July, 2022; and

**WHEREAS**, the El Paso sector of CBP had 24,916 land border encounters in the month of July, 2022 and a total of 199,976 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 900 to 1000 per day; and

**WHEREAS,** due to this high volume, the number of refugees and asylum seekers amounts to 200-300 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 (ten 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 over 40 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 2,581 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 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, reenacted, 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.

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

- Retired Fire Chief Mario D'Agostino, Deputy City Manager of Public Safety
- Assistant Fire Chief Jorge Rodriguez
- Ms. Laura Cruz Acosta, Strategic Communications Director
- Mr. Tommy Gonzalez, City Manager

Mayor Leeser and Representative Hernandez commented.

Mr. Fernando Garcia, Executive Director, Border Network for Human Rights commented.

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

AYES: Representatives Annello, Hernandez, Rodriguez, and Rivera

NAYS: None

ABSENT: Representatives Svarzbein, Molinar, Salcido, and Lizarraga

Mayor Leeser consented to the adoption of the Emergency Ordinance.

### 6. RESOLUTION

**WHEREAS**, on May 19, 2022 the Mayor of the City of El Paso issued an Emergency Ordinance due to a new wave of migration through the City of El Paso ("Ordinance 019333"); and

**WHEREAS**, on August 26, 2022, the City approved the award of 2022-0971 Charter Bus Transportation Services to Gogo Charters LLC for charter bus transportation services - migrants; and

**WHEREAS**, the City award for August 26, 2022 was executed under the authority of Emergency Ordinance 019333, § 252.022(a)(1) of the Texas Local Government Code, and § 252.022(a)(2) of the Texas Local Government Code; and

**WHEREAS**, as of September 7, 2022 the City has expended \$222,750.00 on award 2022-0971 Charter Bus Transportation Services; and

**WHEREAS**, the parties now desire that City Council ratify the award of 2022-0971 Charter Bus Transportation Services sixteen (16) months for a total amount not to exceed \$2,000,000.00 from August 26, 2022 to December 31, 2023.

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

That the City Council ratify the award of 2022-0971 Charter Bus Transportation Services to Gogo Charters LLC, for charter bus transportation services to migrants and that the City Council accept pricing for these services for a term of sixteen (16) months for a total amount not to exceed \$2,000,000.00. The terms and conditions of the ratified award are included in the Service Agreement. The award of this contract will allow to transport migrants to other cities as needed.

Mayor Leeser commented.

The following members of City staff commented:

- Ms. Nicole Cote, Managing Director of the Office of Management and Budget and Purchasing and Strategic Sourcing
- Mr. Tommy Gonzalez, City Manager

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

AYES: Representatives Annello, Hernandez, and Rivera

NAYS: Representative Rodriguez

ABSENT: Representatives Svarzbein, Molinar, Salcido, and Lizarraga

The meeting was **RECESSED** at **12:14 P.M.** and **RECONVENED** at **12:50 P.M.** in order to take a lunch break.

- 7. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on August 8, 2022.
  - 1. Discussion and action on the update of the City of El Paso Investment Policy
    - Motion made by Representative Lizarraga, seconded by Representative Hernandez, and approved by Representative Rivera, Representative Lizarraga, and Representative Salcido to bring the presentation to the full City Council.
  - 2. Discussion and action on changes to the FY 2021-2022 Audit Plan
    - Motion made by Representative Lizarraga, seconded by Representative Hernandez, and approved by Representative Hernandez, Representative Lizarraga, and Representative Salcido to approve the changes to the FY 2021-2022 Audit Plan.
  - 3. Discussion and action on FY 2021-2022 Audit Plan 3rd Quarter Updates
    - Motion made by Representative Lizarraga, seconded by Representative Hernandez, and approved by Representative Hernandez, Representative Lizarraga, and Representative Salcido to accept the 3<sup>rd</sup> Quarter Update.
  - 4. Discussion on Client Surveys.

Mr. Edmundo Calderon, Chief Internal Auditor, provided an overview of on the items discussed during the August 8, 2022 meeting.

Representatives Annello and Rivera commented.

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

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8. Update on the Council approved Multi-Purpose Performing Arts and Entertainment Center (MPC) Feasibility Study to go over work completed, preliminary study findings, pending deliverables and next milestones.

Ms. Daniela Quesada, Chief Architect, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Moises Flores, citizen, commented.

NO ACTION was taken on this item.

**9.** Provide an update to City Council on the state of the Water, Wastewater, and Stormwater Utility.

Mr. John E. Balliew, President and CEO, El Paso Water, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

The following members of the public commented:

- Mr. Jim Tolbert
- Ms. Sharon Miles-Bonart
- Mr. Rick Bonart

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

10. Presentation and update from the El Paso Electric Company on its application with the Public Utility Commission of Texas to approve its Advanced Metering System ("AMS") deployment plan, AMS surcharge, and Non-Standard (non-AMS) metering service fees, to include the history of the AMS program, the proposed education plan, and an overview of the monthly report benchmarks and deliverables.

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

- Mr. Daniel Perez, Regional Director of Government Affairs
- Mr. Jeff Buxton, Executive Consultant, Black and Veatch Management Consultants
- Ms. Grisel Ramirez, Supervisor of Advanced Metering and analytics
- Mr. George De La Torre, Public Relations Manager

Representatives Hernandez and Rodriguez commented.

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

**11.** Update, discussion and action on City of El Paso cooperation with the State of Texas during Operation Lone Star.

Representative Annello commented and explained the reason she placed this item on the agenda.

The following members of City staff commented:

- Mr. Tommy Gonzalez, City Manager
- Retired Fire Chief Mario D'Agostino, Deputy City Manager of Public Safety

Mayor Leeser and Representative Hernandez commented.

The following members of the public commented:

- Mr. Fernando Garcia, Executive Director, Border Network for Human Rights
- Ms. Betty Camargo, Policy Director, Border Network for Human Rights

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

The Work Session was **RECESSED** at **2:24 P.M.** on **September 12, 2022** until September 13, 2022

The Work Session was **RECONVENED** at **12:23 P.M.** on **September 13, 2022** with all members of Council present, except Representative Svarzbein, who requested to be excused.

#### **EXECUTIVE SESSION**

Motion made by Representative Rivera, seconded by Representative Rodriguez, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 12:24 p.m. on September 13, 2022 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 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

ABSENT: Representative Svarzbein

Motion made by Representative Molinar seconded by Representative Hernandez, and unanimously carried to **ADJOURN** the Executive Session at 1:28 p.m. on September 13, 2022 and **RECONVENE** the meeting of the City Council, at which time motions were made:

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

NAYS: None

ABSENT: Representative Svarzbein

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**EX1.** Claim of Zonar Systems, Inc. Matter No. 22-1007-2900 (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and unanimously carried that the City Attorney's Office in consultation with the City Manager be authorized to **ACCEPT** the claim of Zonar Systems Inc., in Matter Number 22- 1007-290, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

	AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga NAYS: None ABSENT: Representative Svarzbein
EX2.	Bowar, Emma vs. City of El Paso, Chief Allen, et al. Matter No. 21-1026-11849 (551.071)
	Motion made by Representative Annello, seconded by Representative Lizarraga, and unanimously carried to <b>DELETE</b> the item.
	AYES: Representatives Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga  NAYS: None
	ABSENT: Representative Svarzbein
EX3.	Joanna Cangialosi, et al v. City of El Paso. Matter No. 18-1026-9235 (551.071)
	NO ACTION was taken on this item.
EX4.	Discussion on potential economic development opportunities in East El Paso. Matter No. 22-1007-2961 (551.072) (551.087)
	NO ACTION was taken on this item.
EX5.	Discussion on potential economic development opportunities in Northwest El Paso. Matter No. 20-1004-1140 (551.072) (551.087)
	NO ACTION was taken on this item.
	<u>ADJOURN</u>
	on made by Representative Rivera, seconded by Representative Annello, and unanimously ed to <b>ADJOURN</b> the meeting at 1:31 p.m. on September 13, 2022
AYE	S: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
	S: None ENT: Representative Svarzbein
APP	ROVED AS TO CONTENT:
Laur	a D. Prine, City Clerk

#### Legislation Text

File #: 22-1210, 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.

#### **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

### El Paso, TX

#### Legislation Text

File #: 22-1231, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

**Districts 1, 2, 3, 4, 7, and 8**Environmental Services, Ellen A. Smyth, (915) 212-6000

#### AGENDA LANGUAGE:

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

That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A)

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

AGENDA DATE: September 27, 2022 PUBLIC HEARING DATE: N/A
<b>CONTACT PERSON(S) NAME AND PHONE NUMBER:</b> Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer (915) 212-6000
<b>DISTRICT(S) AFFECTED:</b> 1, 2, 3, 4, 7, 8
STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso
SUBGOAL:
<u>SUBJECT:</u> That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A)
BACKGROUND / DISCUSSION: N/A
PRIOR COUNCIL ACTION: N/A
AMOUNT AND SOURCE OF FUNDING: N/A
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _XYESNO
PRIMARY DEPARTMENT: Environmental Services Department SECONDARY DEPARTMENT:
**************************************
DEPARTMENT HEAD:  (If Department Head Summary Form is initiated by Purchasing, client
department should sign also)

Revised 04/09/2021

# ATTACHMENT A SOLID WASTE LIENS September 27, 2022

Address	Owner of Record	Amount	District
358 Wild Willow Dr	CADOGAN PROPERTIES INC	\$915.00	1
X185-999-0000-0250	TROPICANA DEVELOPMENT INC C/O R L BOWLING III	\$808.00	1
5320 Santa Teresa Dr	HALL LESTER S	\$443.00	1
5811 Juniper Creek Dr	TIGER I HOLDINGS LLC	\$411.00	1
209 Hardesty Pl	RODARTE MANUELA O	\$609.00	2
4031 Chester Ave	SANTOSCOY PROPERTIES LLC	\$320.00	2
2606 Mountain Ave	HAMBLETON DOLORES	\$484.00	2
4522 Durazno Ave	SANCHEZ ROBERTO & JUANA C	\$610.81	2
P376-999-0000-7700	AVILA JAVIER E	\$340.00	2
7224 Barker Rd	DIAZ RENE	\$1,203.88	3
4756 Loma De Plata Dr	LAKEVIEW LOAN SERVICING LLC	\$632.00	4
316 Milton Rd	CASILLAS VICTOR M	\$361.50	7
7865 San Jose Rd	VARELA GRACIELA	\$668.00	7
8116 Alameda Ave	VARELA MANUEL M	\$562.00	7
11736 Trey Burton Dr	NEWMAN JAMES P & BEATRIZ A	\$497.50	7
513 S Piedras St	GARLEY INVESTMENTS LLC	\$286.46	8
192 Cactus Pointe Ct	CADOGAN PROPERTIES INC	\$330.50	8
1008 S Oregon St	GONZALEZ GLORIA & 17	\$406.00	8
1010 S Oregon St	GONZALEZ GLORIA	\$386.00	8
4245 Camelot Heights Dr	VALENZUELA DAMARIZ	\$347.50	8

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CADOGAN

PROPERTIES INC, referred to as owner, regardless of number, of the hereinafter described

property, was given notice that said property constituted a public nuisance due to the accumulation

of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation

of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In

accordance with El Paso City Code Chapter 9.04, the Environmental Services Department

proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost

of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO:** 

1. The City Council determines its reasonable expenses including administrative costs

and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on

the property known as:

358 Wild Willow Dr, more particularly described as Lot 2 (16649.37

Sq Ft), Block 6, Willow Bend #2 Subdivision, City of El Paso, El

Paso County, Texas, PID #W418-999-0060-0200

to be \$915.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health &

Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of

November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code,

declares the above total amount NINE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$915.00)

to be a lien on the above described property, said amount being due and payable within ten (10)

21-1005-1925.26 | 11050107 ESD Sanitation Lien Resolution 358 Wild Willow Dr

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wendi Vineyard Assistant City Attorney	Ellen A. Smyth, P.E., Thief Transit and Field Operations Officer

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

PREPARED IN THE OFFICE OF:	
My Commission Expires:	
	Notary's Printed or Typed Name:
by Oscar Leeser, as Mayor, of the City of El I	
This instrument was acknowledged be	efore me on this day of, 2022
COUNTY OF EL PASO )	
STATE OF TEXAS	

Office of the City Attorney P.O Box 1890 El Paso, Texas 79950-1890

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

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

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

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

Tr 1-A-2 (0.51 Ac), Johannsen Surv #185 Abs 2789 Subdivision, City of El Paso, El Paso County, Texas, PID #X185-999-0000-0250

to be \$808.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of October, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED EIGHT AND 00/100 DOLLARS (\$808.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

21-1005-1925.26|11050200 ESD Sanitation Lien Resolution 0JOHANNSEN WNV from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of	, 20
	CITY OF EL PASO:	
ATTEST:	Oscar Leeser Mayor	
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CON	ГЕПТ:
Wendi Vineyard Assistant City Attorney	Ellen A. Smyth, P.J., Chief Operations Officer	Transit and Field

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged by Oscar Leeser, as Mayor, of the City of E	before me on this day of, 20 El Paso.
	Notary Public, State of Texas
	Notary's Printed or Typed Name:
My Commission Expires:	
	<u> </u>

#### PREPARED IN THE OFFICE OF:

Office of the City Attorney P.O Box 1890 El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HALL LESTER

S, referred to as owner, regardless of number, of the hereinafter described property, was given

notice that said property constituted a public nuisance due to the accumulation of trash, vegetation

and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of

the El Paso City Code; and the owner failed to comply with due notices. In accordance with El

Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and

dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost

of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO:** 

1. The City Council determines its reasonable expenses including administrative costs

and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on

the property known as:

5320 Santa Teresa Dr, more particularly described as Lot 5 (13200

Sq Ft), Block 5, Los Arcos Estates Subdivision, City of El Paso, El

Paso County, Texas, PID #L711-999-0050-0900

to be \$443.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health &

Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day

of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code,

declares the above total amount FOUR HUNDRED FORTY THREE AND 00/100 DOLLARS

(\$443.00) to be a lien on the above described property, said amount being due and payable within

21-1005-1925.26|11050201 ESD Sanitation Lien Resolution 5320 Santa Teresa Dr

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

P	ASSED AND APPROVED this	_ day of	, 2022.
		CITY OF EL PASO:	
		Oscar Leeser Mayor	
ATTEST	:	Ž	
Laura D. City Clerk			
APPROV	'ED AS TO FORM:	APPROVED AS TO CONTE	NT:

Wendi Vineyard Assistant City Attorney

Wed N. Visad

Ellen A. Smyth, Chef Transit and Field

Operations Officer

Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

PREPARED IN THE OFFICE OF:	
My Commission Expires:	
	Notary's Printed or Typed Name:
by Oscar Leeser, as Mayor, of the City of El I	
This instrument was acknowledged be	efore me on this day of, 2022
COUNTY OF EL PASO )	
STATE OF TEXAS	

Office of the City Attorney P.O Box 1890 El Paso, Texas 79950-1890

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

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

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

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

5811 Juniper Creek Dr, more particularly described as Lot 8, Block 3, Valley Creek #3 Replat Amending Subdivision, City of El Paso, El Paso County, Texas, PID #V138-999-0030-0800

to be \$411.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED ELEVEN AND 00/100 DOLLARS (\$411.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of	, 2022.
	CITY OF EL PASO:	
	Oscar Leeser Mayor	
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO COM	NTENT:
Wendi Vineyard  Assistant City Attorney	Ellen A. Smyth, P.E. Chie	ef Transit and Field
Assistant City Attorney	Operations Officer	

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Par	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

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

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

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

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

209 Hardesty Pl, more particularly described as Lots 20 To 22, Block 2, Orchard Park Subdivision, City of El Paso, El Paso County, Texas, PID #O263-999-0020-5000

to be \$609.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED NINE AND 00/100 DOLLARS (\$609.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

21-1005-1925.26|11050109 ESD Sanitation Lien Resolution 209 Hardesty Pl WNV

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- All records of the City Clerk's office relating to the proceeding against the above 4. described property are made a part of this Resolution by reference.

1 1 1	,
PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	1120,01
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wed N. Vigad	Cela Angt

Wendi Vineyard Assistant City Attorney Ellen A. Smyth, P.E., Chief Transit and Field

Operations Officer

Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

PREPARED IN THE OFFICE OF:		
My Commission Expires:		
	Notary Public, State of Texas Notary's Printed or Typed Name:	
This instrument was acknowledged bet by Oscar Leeser, as Mayor, of the City of El P	<i></i>	
COUNTY OF EL PASO )		
STATE OF TEXAS )		

Office of the City Attorney P.O Box 1890 El Paso, Texas 79950-1890

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANTOSCOY

PROPERTIES LLC, referred to as owner, regardless of number, of the hereinafter described

property, was given notice that said property constituted a public nuisance due to the accumulation

of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation

of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In

accordance with El Paso City Code Chapter 9.04, the Environmental Services Department

proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost

of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO:** 

1. The City Council determines its reasonable expenses including administrative costs

and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on

the property known as:

4031 Chester Ave, more particularly described as Lots 11 To 16

(21000 Sq Ft), Block 37, Government Hill Subdivision, City of El

Paso, El Paso County, Texas, PID #G569-999-0370-3100

to be \$320.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health &

Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of

October, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code,

declares the above total amount THREE HUNDRED TWENTY AND 00/100 DOLLARS (\$320.00)

to be a lien on the above described property, said amount being due and payable within ten (10)

21-1005-1925.26|11050105 ESD Sanitation Lien Resolution 4031 Chester Ave 1

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wendi Vineyard Assistant City Attorney	Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

PREPARED IN THE OFFICE OF:	
My Commission Expires:	
	Notary's Printed or Typed Name:
by Oscar Leeser, as Mayor, of the City of El I	
This instrument was acknowledged be	efore me on this day of, 2022
COUNTY OF EL PASO )	
STATE OF TEXAS	

## Office of the City Attorney P.O Box 1890

El Paso, Texas 79950-1890

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HAMBLETON

DOLORES, referred to as owner, regardless of number, of the hereinafter described property, was

given notice that said property constituted a public nuisance due to the accumulation of trash,

vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter

9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance

with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean

and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost

of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO:** 

1. The City Council determines its reasonable expenses including administrative costs

and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on

the property known as:

2606 Mountain Ave, more particularly described as Lots 26 To 29

(Homesite) (10648 Sq Ft), Block 27, Military Heights Subdivision,

City of El Paso, El Paso County, Texas, PID #M436-999-0270-8100

to be \$484.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health &

Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day

of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code,

declares the above total amount FOUR HUNDRED EIGHTY FOUR AND 00/100 DOLLARS

(\$484.00) to be a lien on the above described property, said amount being due and payable within

21-1005-1925.26|11050205 ESD Sanitation Lien Resolution 2606 Mountain Ave 1

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wendi Vineyard	Ellen A. Smyth, Chief Transit and
Assistant City Attorney	Field Operations Officer

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

### Office of the City Attorney

P.O Box 1890 El Paso, Texas 79950-1890

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

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

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

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

4522 Durazno Ave, more particularly described as Lot 23, Block 20, Lincoln Park Subdivision, City of El Paso, El Paso County, Texas, PID #L314-999-0200-7100

to be \$610.81, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of July, 2016, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED TEN AND 81/100 DOLLARS (\$610.81) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of	, 2022.
	CITY OF EL PASO:	
ATTEST:	Oscar Leeser Mayor	
Laura D. Prine City Clerk		

APPROVED AS TO FORM:

Wandi Vinavand

Wendi Vineyard Assistant City Attorney APPROVED AS TO CONTENT:

Ellen A. Smyth, Cnief Transit and Field Operations Officer

Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

PREPARED IN THE OFFICE OF:		
My Commission Expires:		
	Notary's Printed or Typed Name:	
	Notary Public, State of Texas	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa		<u>,</u> 2022,
COUNTY OF EL PASO )		
STATE OF TEXAS )		

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AVILA JAVIER

E, referred to as owner, regardless of number, of the hereinafter described property, was given

notice that said property constituted a public nuisance due to the accumulation of trash, vegetation

and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of

the El Paso City Code; and the owner failed to comply with due notices. In accordance with El

Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and

dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost

of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO:** 

1. The City Council determines its reasonable expenses including administrative costs

and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on

the property known as:

E Pt Of 26 (50.05 Ft On W 91.58 Ft On N 37.04 Ft On E 91.39 Ft

On S)(0.092 Ac), Park Side Subdivision, City of El Paso, El Paso

County, Texas, PID #P376-999-0000-7700

to be \$340.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health &

Safety Code Section 342.007. The City Council finds that the work was completed on the 22<sup>nd</sup> day

of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code,

declares the above total amount THREE HUNDRED FORTY AND 00/100 DOLLARS (\$340.00)

to be a lien on the above described property, said amount being due and payable within ten (10)

21-1005-1925.26|11050200 ESD Sanitation Lien Resolution 0CARGILL ST

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	, 20	
	CITY OF EL PASO:	
ATTEST:	Oscar Leeser Mayor	
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
Wendi Vineyard Assistant City Attorney	Ellen A. Smyth, P.F., Chief Transit and Fi Operations Officer Environmental Services Department	ield

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before reby Oscar Leeser, as Mayor, of the City of El Paso.	ne on this day of
	Notary Public, State of Texas
	Notary's Printed or Typed Name:
My Commission Expires:	

#### PREPARED IN THE OFFICE OF:

Office of the City Attorney P.O Box 1890 El Paso, Texas 79950-1890

#### FOR PAY-OFF INFORMATION PLEASE CONTACT:

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DIAZ RENE,

referred to as owner, regardless of number, of the hereinafter described property, was given notice

that said property constituted a public nuisance due to the accumulation of trash, vegetation and

weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El

Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City

Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the

trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost

of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO:** 

1. The City Council determines its reasonable expenses including administrative costs

and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on

the property known as:

7224 Barker Rd, more particularly described as Tr 6-B (1.833 Ac),

Block 23, Ysleta Subdivision, City of El Paso, El Paso County,

Texas, PID #Y805-999-023A-0660

to be \$1203.88, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health &

Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day

of October, 2016, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code,

declares the above total amount ONE THOUSAND TWO HUNDRED THREE AND 88/100

DOLLARS (\$1203.88) to be a lien on the above described property, said amount being due and

21-1005-1925.26|11050102 ESD Sanitation Lien Resolution 7224 Barker Rd

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	·
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wandi Vingyand	Celle A. Smyth D.E. Chief Transit and Eigle
Wendi Vineyard Assistant City Attorney	Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer
1 issistant City Attorney	Operations Officer

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

STATE OF TEXAS	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LAKEVIEW

LOAN SERVICING LLC, referred to as owner, regardless of number, of the hereinafter described

property, was given notice that said property constituted a public nuisance due to the accumulation

of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation

of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In

accordance with El Paso City Code Chapter 9.04, the Environmental Services Department

proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost

of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO:** 

1. The City Council determines its reasonable expenses including administrative costs

and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on

the property known as:

4756 Loma De Plata Dr, more particularly described as Lot 15

(5715.15 Sq Ft), Block 30, North Hills #10 Subdivision, City of El

Paso, El Paso County, Texas, PID #N425-999-0300-1500

to be \$632.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health &

Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day

of October, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code,

declares the above total amount SIX HUNDRED THIRTY TWO AND 00/100 DOLLARS

(\$632.00) to be a lien on the above described property, said amount being due and payable within

21-1005-1925.26|11050104 ESD Sanitation Lien Resolution 4756 Loma De Plata Dr

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.	
	CITY OF EL PASO:	
A TENERAL	Oscar Leeser Mayor	
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
Wendi Vineyard	Ellen A. Smyth, P.F., Chief Transit and Fr	ield
Assistant City Attorney	Operations Officer	

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

PREPARED IN THE OFFICE OF:	_	
My Commission Expires:		
	Notary's Printed or Typed Name:	
	Notary Public, State of Texas	
This instrument was acknowledged by Oscar Leeser, as Mayor, of the City of El		2022,
COUNTY OF EL PASO )		
STATE OF TEXAS )		

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CASILLAS

VICTOR M, referred to as owner, regardless of number, of the hereinafter described property, was

given notice that said property constituted a public nuisance due to the accumulation of trash,

vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter

9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance

with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean

and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost

of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO:** 

1. The City Council determines its reasonable expenses including administrative costs

and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on

the property known as:

316 Milton Rd, more particularly described as Lot 5 (0.468 Ac),

Block 2, North Loop Gardens #2 Subdivision, City of El Paso, El

Paso County, Texas, PID #N446-999-0020-1100

to be \$361.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health &

Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of

November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code,

declares the above total amount THREE HUNDRED SIXTY ONE AND 50/100 DOLLARS

(\$361.50) to be a lien on the above described property, said amount being due and payable within

21-1005-1925.26|11050108 ESD Sanitation Lien Resolution 316 Milton Rd WNV

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wendi Vineyard Assistant City Attorney	Ellen A. Smyth, P.E. Chief Transit and Field Operations Officer

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

My Commission Expires:  PREPARED IN THE OFFICE OF:	
	Notary Public, State of Texas Notary's Printed or Typed Name:
This instrument was acknowledged be by Oscar Leeser, as Mayor, of the City of El F	<u> </u>
COUNTY OF EL PASO )	
STATE OF TEXAS )	

### Office of the City Attorney

P.O Box 1890 El Paso, Texas 79950-1890

### FOR PAY-OFF INFORMATION PLEASE CONTACT:

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VARELA

GRACIELA, referred to as owner, regardless of number, of the hereinafter described property,

was given notice that said property constituted a public nuisance due to the accumulation of trash,

vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter

9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance

with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean

and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost

of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO:** 

1. The City Council determines its reasonable expenses including administrative costs

and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on

the property known as:

7865 San Jose Rd, more particularly described as Tr 5-B (Homesite)

(0.013 Ac), Block 17, Ysleta Subdivision, City of El Paso, El Paso

County, Texas, PID #Y805-999-017A-0510

to be \$668.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health &

Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day

of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code,

declares the above total amount SIX HUNDRED SIXTY EIGHT AND 00/100 DOLLARS

(\$668.00) to be a lien on the above described property, said amount being due and payable within

21-1005-1925.26|11050101 ESD Sanitation Lien Resolution 7865 San Jose Rd 1

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	, 2022.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wendi Vineyard Assistant City Attorney	Ellen A. Smyth, P.E., Chief Transit and Fiel Operations Officer

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

Environmental Services Department

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	

# PREPARED IN THE OFFICE OF:

Office of the City Attorney P.O Box 1890 El Paso, Texas 79950-1890

# FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

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

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

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

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

8116 Alameda Ave, more particularly described as Pt Of 20 & 21 (77.91' On N 84.28' On NW 135 &100' On SE 80.01' On S 230.22' On W) & 8-J Blk 33 Ysleta, San Jose Park Subdivision, City of El Paso, El Paso County, Texas, PID #S091-999-0010-9950

to be \$562.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of October, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY TWO AND 00/100 DOLLARS (\$562.00) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
ATTEST.	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wed N. Vingad	Cele Smy 12
Wendi Vineyard	Ellen A. Smyth, P.F., Chief Transit and Fiel
Assistant City Attorney	Operations Officer

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

Environmental Services Department

STATE OF TEXAS )	
COUNTY OF EL PASO )	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Par	
	Notary Public, State of Texas Notary's Printed or Typed Name:
My Commission Expires:	
PREPARED IN THE OFFICE OF:	

# FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

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

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

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

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

11736 Trey Burton Dr, more particularly described as Wly 62.85 Ft Of 33 & Ely 0.75 Ft Of 32, Block 282, Vista Del Sol #57 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-2820-6500

to be \$497.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY SEVEN AND 50/100 DOLLARS (\$497.50) to be a lien on the above described property, said amount being due and payable within

21-1005-1925.26|1104600 ESD Sanitation Lien Resolution 11736 Trey Burton WNV ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of
	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	•
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wendi Vineyard	Ellen A. Smyth, P.E., Thief Transit and Field
Assistant City Attorney	Operations Officer

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**Environmental Services Department** 

PREPARED IN THE OFFICE OF:		
My Commission Expires:		
	Notary's Printed or Typed Name:	
	Notary Public, State of Texas	
This instrument was acknowledged be by Oscar Leeser, as Mayor, of the City of El l		
COUNTY OF EL PASO )		
STATE OF TEXAS )		

# FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

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

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

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

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

513 S Piedras St, more particularly described as N Pt Of 10 (80 Ft On Piedras 209.35 Ft On S 51.25 Ft On W 257.4 Ft On N), Block 120, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-1200-3100

to be \$286.46, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of June, 2016, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED EIGHTY SIX AND 46/100 DOLLARS (\$286.46) to be a lien on the above described property, said amount being due and payable within

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wendi Vineyard Assistant City Attorney	Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

PREPARED IN THE OFFICE OF:	_	
My Commission Expires:		
	Notary's Printed or Typed Name:	
	Notary Public, State of Texas	
This instrument was acknowledged by Oscar Leeser, as Mayor, of the City of E	·	
COUNTY OF EL PASO )		
STATE OF TEXAS )		

# FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

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

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

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

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

192 Cactus Pointe Ct, more particularly described as Lot 8 (16293.00 Sq Ft), Block 1, Cactus Pointe Subdivision, City of El Paso, El Paso County, Texas, PID #C001-999-0010-0800

to be \$330.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY AND 50/100 DOLLARS (\$330.50) to be a lien on the above described property, said amount being due and payable within ten (10)

1

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wendi Vineyard	Ellen A. Smyth, Chilf Transit and Field
Assistant City Attorney	Operations Officer

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**Environmental Services Department** 

PREPARED IN THE OFFICE OF:		
My Commission Expires:		
	Notary's Printed or Typed Name:	
	Notary Public, State of Texas	
This instrument was acknowledged be by Oscar Leeser, as Mayor, of the City of El l		
COUNTY OF EL PASO )		
STATE OF TEXAS )		

# FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONZALEZ GLORIA & 17, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

1008 S Oregon St, more particularly described as FRC 15 & 16 EXC RR R/W (3380 SQ FT), Block 46, Campbell Subdivision, City of El Paso, El Paso County, Texas, PID #C050-999-0460-6200

to be \$406.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIX AND 00/100 DOLLARS (\$406.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

1

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of	, 2022.
	CITY OF EL PASO:	
ATTEST:	Oscar Leeser Mayor	
Laura D. Prine City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CO	NTENT:
Wed N. Vigad	Cele Anyt	1
Wendi Vineyard Assistant City Attorney	Ellen A. Smyth, Chief Field Operations Officer	
11001010111 0111 111101110 1	Tiola Operations Officer	

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**Environmental Services Department** 

My Commission Expires:  PREPARED IN THE OFFICE OF:		
	Notary Public, State of Texas Notary's Printed or Typed Name:	
This instrument was acknowledged be by Oscar Leeser, as Mayor, of the City of El l		
COUNTY OF EL PASO )		
STATE OF TEXAS )		

# P.O Box 1890 El Paso, Texas 79950-1890

Office of the City Attorney

# FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

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

GLORIA, referred to as owner, regardless of number, of the hereinafter described property, was

given notice that said property constituted a public nuisance due to the accumulation of trash,

vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter

9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance

with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean

and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost

of doing such work in the amount hereinafter set forth.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

**OF EL PASO:** 

1. The City Council determines its reasonable expenses including administrative costs

and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on

the property known as:

1010 S Oregon St, more particularly described as FRC 17 EXC RR

R/W (676 Sq Ft), Block 46, Campbell Subdivision, City of El Paso,

El Paso County, Texas, PID #C050-999-0460-6800

to be \$386.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health &

Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of

December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code,

declares the above total amount THREE HUNDRED EIGHTY SIX AND 00/100 DOLLARS

(\$386.00) to be a lien on the above described property, said amount being due and payable within

21-1005-1925.26|11050208 ESD Sanitation Lien Resolution 1010 S Oregon St 1

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wendi Vineyard Assistant City Attorney	Ellen A. Smyth, Chief Transit and Field Operations Officer

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

**Environmental Services Department** 

PREPARED IN THE OFFICE OF:	_	
My Commission Expires:		
	Notary's Printed or Typed Name:	
	Notary Public, State of Texas	
This instrument was acknowledged by Oscar Leeser, as Mayor, of the City of E	·	
COUNTY OF EL PASO )		
STATE OF TEXAS )		

# FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

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

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

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

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

4245 Camelot Heights Dr, more particularly described as Lot 35, Block 7, Camelot Heights #2 Replat B Subdivision, City of El Paso, El Paso County, Texas, PID #C007-999-0070-3500

to be \$347.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of November, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 50/100 DOLLARS (\$347.50) to be a lien on the above described property, said amount being due and payable within

1

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

- 3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.
- 4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this	day of, 2022.
	CITY OF EL PASO:
	Oscar Leeser Mayor
ATTEST:	Wayor
Laura D. Prine	
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Wed N. Vigad	Cele Angte
Wendi Vineyard	Ellen A. Smyth, P.E., Chief Transit and Field
Assistant City Attorney	Operations Officer Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

My Commission Expires:  PREPARED IN THE OFFICE OF:		
	Notary Public, State of Texas Notary's Printed or Typed Name:	
This instrument was acknowledged before by Oscar Leeser, as Mayor, of the City of El Pa		
COUNTY OF EL PASO )		
STATE OF TEXAS )		

# FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

Office of the City Attorney

El Paso, Texas 79950-1890

P.O Box 1890

# El Paso, TX

# Legislation Text

File #: 22-1228, 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.

That the City Manager be authorized to sign the Event Support Contract between the City of El Paso and Neighborhoods, USA, to accept donations in support of the 2023 National Neighborhoods, USA Conference, and make necessary budget transfers to effectuate the intent of this Resolution.

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

**DEPARTMENT:** Community + Human Development

**AGENDA DATE:** September 27<sup>th</sup>, 2022 (**Consent Agenda**)

CONTACT PERSON/PHONE: Nicole Ferrini, Director 915-212-1659, ferrininm@elpasotexas.gov, Nickole

Rodriguez, Community Development Program Manager 915-212-1673,

rodrigueznh@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:**

That the City Manager be authorized to sign the Event Support Contract between the City of El Paso and Neighborhoods, USA, to accept donations in support of the 2023 National Neighborhood USA conference, and make necessary budget transfers to effectuate the intent of this Resolution.

## **BACKGROUND / DISCUSSION:**

Neighborhoods, USA (NUSA) is a national non-profit organization committed to building and strengthening neighborhood organizations. Created in 1975 to share information and experiences used to build stronger communities, NUSA continues to encourage networking and information-sharing to facilitate the development of partnerships among neighborhood organizations, government and the private sector for the ultimate goal of strengthening every neighborhood.

NUSA will host its 48<sup>th</sup> annual conference May 24-27, 2023 in El Paso, Texas where it will showcase the event's theme of: Siempre Unidos: Embracing A Diverse Future.

The Department of Community and Human Development has been working with the El Paso Neighborhood Coalition and Destination El Paso to bring this event to El Paso for the first time. The annual conference is expected to receive an estimated \$650,000 in economic impact over the 4 days of the conference, with approximately 300-500 conference attendees.

Community and Human Development is seeking financial and in-kind donations for the conference. We will feature workshops, neighborhood awards, and tours. The City will use the funds generated from partners to promote the NUSA conference, to offset the costs of hosting a revenue generating conference, and to improve the City's capacity to provide educational opportunities for visitors. The City of El Paso has committed to support the event with \$40,000 to conduct the event.

# PRIOR COUNCIL ACTION:

City Council has approved Event Support Contracts for the CRIT, and other closely related

#### AMOUNT AND SOURCE OF FUNDING;

999-1000-99999-522150

### **BOARD / COMMISSION ACTION:**

N/A

LEGAL: (if required)	<b>FINANCE:</b> (if required)
DEPARTMENT HEAD:	Vicoly
APPROVED FOR AGENDA:	
CITY MANAGER:	DATE:

**WHEREAS** the City of El Paso (the "City") was selected to host the 2023 National Neighborhood USA conference (the "Event"); and

**WHEREAS** on July 6, 2022 the City of El Paso (the "City") issued a proclamation for the month of July to be known as El Paso Neighborhoods USA conference month and recognized and honored the dedication and commitment of El Paso Neighborhood Coalition, Community and Human Development, Destination El Paso to bring the Neighborhoods USA conference to El Paso; and

**WHEREAS** the City of El Paso (the "City") entered into an agreement with Neighborhood USA, under the City Manager's delegation of authority, for the City to host the Event; and

**WHEREAS** City wishes to support the Event by entering into a contract ("Event Support Contract") with Neighborhood, USA including authorizing the City Manager to accept donations in support of the Event.

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

That, the City Manager is authorized to sign the Event Support Contract between the City of El Paso and Neighborhoods, USA, to accept donations in support of the 2023 National Neighborhood USA conference, and make necessary budget transfers to effectuate the intent of this Resolution.

APPROVED thisday of	, 2022.
	CITY OF EL PASO
ATTEST:	Oscar Leeser, Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Joyce Garcia	Nicole Ferrini, Director
Assistant City Attorney	Community and Human Development

THE STATE OF TEXAS	§	
	<b>§</b>	EVENT SUPPORT CONTRACT
COUNTY OF EL PASO	<b>§</b>	

This Event Support Contract (the "Contract") is between the City of El Paso, a Texas home rule municipality ("City") and Neighborhoods, USA ("NUSA"), an Oregon based national non-profit organization and registered office is 9450 SW Gemini Dr. PMB 50873 Beaverton, Oregon 97008-7105 US and EIN 52-1184801.

WHEREAS, the City of El Paso has been designated as the host for the National NUSA Conference for 2023 (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 NUSA 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 National NUSA conference in the year 2023 (the "Event"). The Event is scheduled for Tuesday, May 23 through Saturday, May 27, 2023.
- 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. Expenses required to successfully and safely conduct the Event as mutually agreeable between the parties and to not exceed and amount of \$40,000, determined by the City in its sole and absolute discretion.
- C. That the City manager be authorized to accept donations in support of the NUSA conference.
- D. NUSA is obligated to perform functions necessary to organize and execute the Event as outlined in Exhibit B as "NUSA Responsibilities."
- E. 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 August 8, 2022 and shall continue until all payments required pursuant to this Contract have been made, documentation of payment to NUSA 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.
- INDEMNIFICATION. AS A CONDITION OF THIS AGREEMENT, NUSA OR ITS C. INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE,) INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND SETTLEMENT EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY OR PERSONAL INJURY, ILLNESS, LOSS OF SERVICES, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. WITHOUT MODIFYING THE CONDITIONS PRECEDENT FOR PRESERVING DEFENSES, ASSERTING CLAIMS OR ENFORCING ANY LEGAL LIABILITY, AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY SHALL PROMPTLY FORWARD TO NUSA EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. NUSA SHALL 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 NUSA 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. NUSA SHALL PAY ALL JUDGMENTS IN ACTIONS DEFENDED BY NUSA PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY NUSA, AND PREMIUMS ON ANY APPEAL

BONDS. THE CITY, AT ITS ELECTION SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO NUSA'S PROPERTY FROM ANY CAUSE.

#### 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 or 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

NUSA: Neighborhoods, USA

Attn: President

9450 SW Gemini Dr. PMB 50873 Beaverton, Oregon 97008-7105

- 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, subject to the Terms and Conditions of the NUSA Host Entity Bid Package attached to this Agreement as Exhibit C.

(Signatures follow on next page)

THE STATE OF TEXAS	§	
COUNTY OF EL PASO	<b>§</b> §	EVENT SUPPORT CONTRACT

Signature I	Page
IN WITNESS WHEREOF, City of El Paso, and I	Neighborhoods, USA have entered into this Contract.
	CITY OF EL PASO
	Tomás González City Manager
	NEIGHBROHOODS, USA.
	Name Printed:Title:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Lego Gaez	Vicale in
Toyce Garcia Assistant City Attorney	Nicole Ferrini, Director Community and Human Development Dept.

# Exhibit A

# **City Responsibilities**

# Exhibit A Event Support Contract Neighborhoods USA May 24 – 27, 2023

### **CITY RESPONSIBILITIES:**

- Create, develop and execute the Neighborhoods USA Conference
- Demonstrate a strong partnership between neighborhood organizations, residents, local businesses, foundations, other organizations and various Host departments.
- Commit a staff person or hire an individual as Conference Coordinator, who would be
  expected to devote work time exclusively to preparations for the national conference as
  outlined in the Host Requirements.
- Prepare conference budget
- Create and develop conference Workshops
- Attract local, regional and national attendance by invitation and / or promotion through mailings and other means
- Select and contract with, at a minimum, a Headquarters Hotel and other hotels in close proximity to conference site and assure availability of an adequate block of rooms to accommodate conference registrants
- Provide progress reports and a final conference report to the NUSA board

# Exhibit B

# **NUSA Responsibilities**

# Exhibit B Event Support Contract Neighborhoods USA May 24 – 27, 2023

# **NUSA RESPONSIBILITIES:**

- NUSA shall act as co-sponsor of the Annual Conference.
- NUSA shall supply a national mailing / membership list to the Host Entity.
- NUSA board members will pay their own expenses to the conference.
- NUSA will render support to the Host Entity, as requested, to assist in the planning and implementation of the conference, e.g. guidance regarding conference content, workshops, speakers, logistical and programmatic arrangements.
- NUSA will assist in providing copies of past conference reports and contacts with conference coordinators from previous host cities.

## **Exhibit C**

# **NUSA Host Entity Bid Package**



47<sup>th</sup> Annual Conference on Neighborhood Concerns And 48<sup>th</sup> Annual Conference on Neighborhood Concerns

Host Entity Bid Package

2023

And

2024

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## **NEIGHBORHOODS, USA**

## INTRODUCTION

## MISSION STATEMENT

Neighborhoods, USA ("NUSA") provides opportunities for diverse people and organizations to share their ideas, values and experiences to build stronger communities.

## **ABOUT NUSA**

NUSA is a national non-profit organization committed to building and strengthening neighborhood organizations. Created in 1975 to share information and experiences toward building stronger communities, NUSA now continues to encourage networking and information sharing to facilitate the development of partnerships between neighborhood organizations, government and the private sector.

The organizational mission of NUSA has, since its inception, been to build and strengthen neighborhood associations and to promote productive communications and collaborations between those associations and both the public and private sectors. The organization has, for over thirty years, served these broad objectives in part through the conduct of an annual conference. This provides an opportunity for people from all locations, sectors and levels of society to discuss the pressing issues of the times, share experiences and offer encouragement or assistance.

Today the organization maintains a stable membership base of approximately 600, with annual conference attendance that ranges from 600 to 800 participants. Each year the Board solicits nominations to recognize the commitment of neighborhoods, governments, businesses, and neighborhood friendly individuals or enterprises in awarding "Neighborhood of the Year" (NOTY), Who's Who in America's Neighborhoods, Dawson awards, when applicable and "Best Neighborhood Program" Awards.

The NOTY awards have been presented since 1984 as a collective "thank you" for the hard work of nominated neighborhoods and are the only national awards given on an ongoing basis to neighborhood organizations for their self-help initiatives.

NUSA also publishes three newsletters per year targeted to the needs and interests of neighborhood-based organizations and is pursuing new programs and initiatives in response to the evolving concerns of its membership.

NUSA is governed by a 21-member Board of Directors, elected annually to staggered terms to serve voluntarily and at their own expense. The Board directs the ongoing business and policy of the organization, provides oversight for the implementation of each conference and plays a leadership role in promoting both our organization and the work of neighborhood-based activism and self-help initiatives.

#### **NUSA MEMBERSHIPS**

NUSA offers memberships in the following categories: City / County Membership, Individual Membership, Corporation Membership, Youth Membership and Affiliate Membership. Please go to www.nusa.org and click on the Memberships link on the left side. (Membership Applications are attached)

## ABOUT THE NUSA ANNUAL CONFERENCE

The annual conference is this organization's primary means to accomplish its purposes. The conference brings together people from all across the country and internationally in a kind of "temporary community" based upon the common goal for achieving and maintaining healthy neighborhoods, families and social institutions. The format of the conference provides a variety of informal and formal, structured and more social interactions among participants. Established features of the conference include opening and closing events, speakers, the presentation of awards, the conduct of training workshops, networking events, exhibits, neighborhood tours and other tourist-oriented activities.

The value of attending the conference lies in the opportunity to meet people who at first may not seem much like ourselves, from communities that consider themselves at least as unique as our own. We have discovered in our coming together that there is so much that we have in common, a lot we have to teach one another and a surprising degree of hope and pride to be found in these connections. Participants return home fortified with new information, new contacts and a renewed sense of commitment.

The value of hosting the conference is in showcasing the strength of your civic infrastructure, the assets and accomplishments of your community, and yes, it promotes economic activity. Beyond this and of a more lasting benefit, it tests and develops your community's capacity for purposeful, collaborative action. In selecting its conference host entities NUSA looks particularly for those communities that evidence a strong commitment from the local neighborhood leaders and a system of neighborhood organizations that are working closely with local government, business, and civic groups.

The logistics of planning, coordinating and administering a national conference of this type are not to be taken lightly. It is challenging, and it is uniquely rewarding. Few communities are ever quite the same after a NUSA conference, they are better for the experience.

## NUSA TRADITIONS AND PROTOCOL

Through the years there have developed certain features to the NUSA conference that have become standard or traditional. While this has occurred in part due to the ease and habit of what has grown familiar, there is also an evolved tendency for "sticking with what has worked", and generally worked well. While NUSA would not want to discourage a host entity from being innovative or creative, variations to or departures from these "traditions" are not made without the knowledge and support of the NUSA Board.

Some of these include the following:

- The NUSA annual conference has usually been held the week before Memorial Day, beginning on Wednesday with registration and concluding on Saturday with the closing luncheon.
- The NUSA flag is passed (literally) from the current to next host entity coordinators at the Saturday luncheon.
- The NUSA logo (in specified colors or black and white) must appear on all conference literature, collateral and promotional items.
- Neighborhood Tours and Dinners are a key element of the whole conference experience. Interaction with the host
  entity residents, in their own neighborhoods helps us all to stay in touch with the values and purposes of our
  organization.
- NUSA supports all efforts to conserve and preserve our natural resources. Conference cities are required to be sensitive to the importance of recycling/recyclables in all aspects of the conference operations.
- An exhibit area for local and out-of-town organizations or vendors is encouraged and may be provided as a means for facilitating interaction, networking and collaboration.
- The conference registration fee will include an amount identified as a NUSA fee (amount to be determined by the NUSA Board).

- Local registrants may be admitted at a reduced fee. However, the full NUSA membership fee will be included in this
  reduced fee. Host cities are required to solicit sponsors to cover operation and event expenses.
- Major sponsors requiring any addition of their logo to conference items and material must first have NUSA Board approval.

## HOST ENTITY REQUIREMENTS

A separate document addressing the responsibilities of NUSA and the Host City, titled <u>Host Entity Requirements</u> and the <u>Hosting A Neighborhoods, USA Conference Handbook</u> are included with this Host Entity Bid Package. It describes in detail the specifics of staffing, reporting and minimum conference facilities required. A potential Host Entity Bidder needs to review this document and understand the requirements of hosting a NUSA Conference.

## **HOST ENTITY SELECTION PROCESS**

Consistent with the by-laws and procedures of the organization, the location of the Annual Conference alternates through all regions of the country. Host Entity Bid Invitation letters are mailed to the Mayors of all communities with populations over 50,000, inviting them to submit bids for the NUSA Conference. Invitations and bid forms are usually mailed during the month of February and interested entities are invited to present their applications during the annual May Board of Directors meeting. The winning entity is announced at that Saturday closing luncheon of the conference. The NUSA Board of Directors may modify this format at their discretion.

## **CRITERIA**

NUSA looks to associate itself with those entities that show a commitment and track record in practicing what NUSA preaches. The Board makes its selection following broad guidelines that are consistent with the organizational mission of NUSA. These guidelines focus on the following seven broad areas of consideration.

Capacity to Plan, Develop, and Implement the Conference.

- Who will coordinate the conference?
- What resources are to be provided by the Entity, neighborhoods and private sector?
- What is the experience of the Entity in conducting similar conferences or events?
- What collaborations between government agencies have been identified?

Extent of the Neighborhood Movement and Quality of Entity-Neighborhood Relations.

- What is the number of neighborhoods within the city and how many are well established and organized?
- What are the formal mechanisms for assuring meaningful communication between the neighborhoods, government and private sector?
- Who serves as an advocate for neighborhood concerns?

Degree of Citizen Participation in the Planning and Implementation of the Conference.

- How will citizens be involved in the conference?
- How many local people will attend the conference?
- How will the conference be marketed locally, regionally and nationally to neighborhood groups?
- What neighborhood-based activities are to be included in the conference, including neighborhood tours and dinners?

Overall Cost of Conducting the Conference and the Prices for Participants Attending the Conference.

- What facilities are available and their locations to each other?
- What will be the costs of hotel rooms?
- What is the current applicable tax rate?

- What will be the cost for conference registration?
- How will the Entity defray the costs to participants beyond registration and hotel accommodations, e.g. meals, speakers, activities, etc.?

Convenience of Travel for Conference Participants.

- How accessible is the City by plane, train, and bus?
- How many incoming flights are there each day and at what average cost, (from the most remote or common locations)?
- What type of public transportation is available within the City?
- Is ground transportation available from the airport to the conference site?

Tourist Value and Opportunities of the City.

- What are the tourist attractions in or near the City?
- Is tourism a major industry in the City?
- Are there any neighborhood-based activities of tourist interest available at the time of the conference?
- What pedestrian amenities and opportunities are available at the conference location and its surroundings?

Success and Opportunities Associated with Holding the Conference in the City.

General impressions of the NUSA Board.

## **TIMETABLE**

Invitations to bid for Host Entity are mailed during the month of January. They must be returned no later than the following April using the Neighborhoods, USA Host Entity Bid Forms (Exhibit 2). Entities whose bids have been accepted are expected to attend the May Board meeting prepared to make their final bid presentations. Information regarding the meeting location and times will be provided at a later date.

## PRESENTATION FORMAT

Entities presenting bids to the NUSA Board do so at a designated regular May meeting. Entities are required to submit 25 copies of their application (Exhibit 2). All other bid materials, i.e.: back-up, brochures, etc. are to be presented at the May meeting. Each entity is provided 20 minutes for their presentation, which may include verbal, written and visual media. An additional period of up to 10 minutes is allowed for questions and answers from the Board.

Presentations should address the information requested by the Bid Proposal / Application Package (Exhibit 2). Presenters are encouraged to be creative but not at the expense of content. Typically, the selection of a Host Entity will be decided after all the presentations have been completed. All applicants are notified accordingly.

## **NUSA Host Requirements**

## **NUSA RESPONSIBILITIES**

NUSA's primary responsibility is to provide an opportunity for its membership, and others across the country involved in neighborhood work, to attend an annual conference that offers vital inspiration, education, information and a forum to share success stories.

Other responsibilities are as follows:

- NUSA shall act as co-sponsor of the Annual Conference.
- NUSA shall supply a national mailing / membership list to the Host Entity.
- NUSA board members will pay their own expenses to the conference.
- NUSA will render support to the Host Entity, as requested, to assist in the planning and implementation of the conference, e.g. guidance regarding conference content, workshops, speakers, logistical and programmatic arrangements.
- NUSA will assist in providing copies of past conference reports and contacts with conference coordinators from previous host cities.

Board members are available to assist to whatever extent feasible and practicable in the planning and conduct of the conference. The Host Entity is urged to call upon the Board as a whole, or its individual members freely for input and help.

## **HOST ENTITY RESPONSIBILITIES**

The following are some highlights of what is expected of all NUSA Host Entities. This information is offered to assist those entities assessing their capacity to successfully host a conference or those who are preparing a bid proposal. These Host Entity requirements are part of the signed agreement between the Host Entity and the Neighborhoods, USA organization.

## CONTRACT

NUSA has generally only contracted with local governments, cities or counties, to host its conference (though there may be other collaborators). The Host city sponsors / co-sponsors are required to execute a contract with NUSA to be signed by the authorized chief executive officer(s) and returned by June 30th following the bid process. The selected Host Entity will leave with a copy of the NUSA contract, ready for signature / execution following the announcement of the 2023 host at the Saturday closing luncheon at the 2022 NUSA conference.

## PARTICIPATION IN NUSA

- A designated Host Entity Conference Coordinator, along with an elected official or NUSA Board Member from that
  Entity, is required to attend the NUSA Board meetings held in May, October and March, preceding the actual
  conference date. The purpose of this is to update the NUSA Board on progress, answer Board questions, and
  coordination. A written summary report of progress and plans to date is to be submitted at each of the meetings.
- The host entity must fund and make the travel arrangements for all applicable representatives listed above.
- Reports are to include information, sample materials, etc. as may require the Board's approval.
- It is required that the Host Entity be in attendance and have a large delegation at the preceding conference.
- It is required that the Host Entity purchase an Exhibit Space to promote the next year's conference
- The Conference Coordinator or Entity Leader person is required to attend the preceding two annual conferences.

• The Host Entity is strongly urged to partner with a national organization to supply a whole workshop track of workshops, as Chattanooga did in 2003 with The Community Organizing Institute. This must be approved by the NUSA organization.

## STAFFING / OPERATIONS

- The designated Host Entity Conference Coordinator is the primary contact for maintaining ongoing communications with the NUSA Board.
- The Host Entity Conference Coordinator should expect to devote a considerable amount of time to the planning, development and implementation of the conference, which at a minimum would include the following (NOTE: this will vary based on the capabilities of the coordinator):
  - 10 hours per week from October through Décember prior to the conference.
  - 20 hours per week from January through February.
  - 30 hours per week from March through April.
  - 40 hours per week during the month of May.
  - 20 hours per week from June to July following the conference.
- Other in kind or volunteer staffing to be provided by the Host Entity for the purposes of planning, implementing and administering the conference will include but not be limited to the following:
  - General clerical and administrative support.
  - Fundraising, marketing, promotion, publicity and events management.
  - Registration activities and the schedule of speakers, presenters and workshop recorders.
  - Neighborhood tours and dinners, if applicable.
- The Host Entity is responsible for providing the materials, supplies, services and equipment required to fulfill all the
  above activities and functions. Special provisions should be made for considering the overhead associated with
  conference, particular as relates to the expense of long distance phone calls, emails, faxes, copies, postage, etc.,
  that occur early in this process.
- The American with Disabilities Act (ADA) to be accommodated if requested by the Host Entity along with any related costs.

## COMMUNICATIONS WITH NUSA MEMBERSHIP

All promotional mailings must include the name, address and any additional contact information of the NUSA President and Administrative Assistant, and if possible, the other Board members and the city they represent. Registration Book and Conference Program Books must list all Board members. The NUSA logo is to be included on all printed materials / communications. The Conference Registration Book should include detailed information for registration, hotel information and pricing, workshops to be offered, special event information and local weather conditions normal at the time of the convention.

The following are the key dates to be adhered to:

- a) July 1st the year prior to the conference Workshops Tracks and Descriptions
- b) December 15<sup>th</sup> the year prior to the conference The First Draft of the Registration Book
- c) February 1st the year of the conference The Final Proof of the Registration Book
- d) March 1st of the year of the conference Exhibitors Information
- e) April 10<sup>th</sup> of the year of the conference The First Draft of the Program Book
- f) May 10<sup>th</sup> the year of the conference The Final Proof of the Conference Program Book
- g) 60 calendar days from the last day of the conference Final Conference Report

## **CONFERENCE FACILITIES**

The October, and occasionally March pre-conference NUSA Board meetings are held in the location of the Host Entity. Board members will pay their own expenses, but the Host Entity is expected to make all the necessary arrangements related to reserving rooms and cover any expenses relating to board meeting space.

It is not required but the Board will appreciate any (limited) opportunities that can be provided for them to preview the Host Entity's preparations, particularly in terms of meeting with local officials and the Local Conference Organizing Committee, touring the city and conference facilities, etc. Such arrangements are to be coordinated with the NUSA President prior to the Board Meeting.

All food and beverage provided is required to be served on reusable service ware. Provide places for recyclables, including office paper, cans and bottles.

## **CONFERENCE SPECIFICATIONS**

## Lodging

The minimum total block of rooms should be (this is an example, discuss with Program Development Committee Chair prior to signing a contract).

Saturday 3 Sunday 3 Monday 9

Tuesday 88 (arrival day for NUSA Board of Directors - 20 rooms

**NOTE:** President and Administrative Assistant rooms are supplied by the Host

Entity, see paragraph six and seven immediately below.)

Wednesday 261
Thursday 259
Friday 226
Saturday 108
Sunday 2

Total 969 (NOTE: THIS IS JUST AN EXAMPLE)

When negotiating a contract for room blocks, include 30-45 days out from the conference to release any unreserved rooms back to the hotel with no penalty. In addition, the Host Entity should include in the lodging contract(s) the same rate for the three days prior and three days following the conference for those participants who may choose to take advantage of the local attractions. Discuss with Program Development committee, Chair prior to signing contract.

The minimum total room block may require contracts with more than one hotel to assure that a block of sleeping rooms adequate for the projected conference out-of-town registrants are provided. After conferring with the NUSA board one hotel is designated as the "headquarters hotel". The cost of sleeping rooms is expected to be within the "moderate" price range (\$99.00 -\$130.00 per night).

The headquarters hotel should be located no more than one city block from the venue where the workshop sessions are to be held. Fifty percent of the hotel room block is to be no more than four (4) city blocks from the workshop session venue.

Contract hotels more than two (2) blocks from workshop session venue are required to have shuttle service available.

The NUSA Board is to be housed at the headquarters hotel, at the rate offered to general attendees.

A complimentary suite is to be provided to the NUSA President at the headquarters hotel, Tuesday (check-in on Tuesday) through Saturday (check-out on Sunday) of the week of the Conference.

A complimentary sleeping room is to be provided to the NUSA Administrative Assistant at the headquarters hotel, Tuesday (check-in on Tuesday) through Saturday (check-out on Sunday) of the week of the Conference.

## **Conference Workshops**

The NUSA Program Development Committee (PDC) will collaborate with the Host Entity pertaining to the proposals and selection of all workshops. Call for Presentations are due in the month of October in an electronic format. They will work with the Host Entity to identify all local priorities and support the Host Entity priorities when selecting workshops. Where possible, we will combine overlapping workshops. Workshops will be selected and submitted to the Program Development Committee, Chair and the Conference Coordinator by (Date to be set). This committee will also be overseeing the planning for any speaker series or other special named sessions. The Host Entity should plan for the following:

- Attendance minimum: 600-800
- Total workshops offered: 30-40 (not including NUSA Board Workshops)
- Number of full session days: 2
- Minimum number of workshop session rooms: 8-10
- Minimum seating, theater style per workshop session room: Enough to seat all paid registrants
- Other room setup configuration appropriate to the type of workshop may be required.
- Equipment required in all workshop rooms: laptop computer, LCD projector, easel, pad, markers, screen, table / cart with electricity. This includes any and all NUSA related activities (judging, elections).

## **Special Events**

Required and optional:

Opening Reception
 Wednesday evening (optional)

• Exhibits (tabletops) Wednesday - Saturday

Shuttle Service-between hotels and sessions, for hotels more than one
 Wednesday - Saturday

block from sessions.

Opening Breakfast, (minimum rounds for maximum registration count)
 Thursday (optional)

• Kick-off speaker and NUSA Who's Who Awards (same event as opening breakfast)- Thursday (optional)

• "NUSA Neighborhood of the Year" presentation and judging room Wednesday -Thursday

(minimum size 20'x30', NUSA Awards Chairperson will coordinate)

Continental Breakfast (same set up as opening breakfast)
 Friday (optional)

Keynote speaker and NUSA Neighborhood of the Year Awards Luncheon
 "NUSA Best Neighborhood Program" presentations and judging room

Friday

 "NUSA Best Neighborhood Program" presentations and judging room Frida (minimum size 20'x30', NUSA Awards Chairperson will coordinate.)

 Neighborhood Pride Tours that may be conducted all at once, or concurrent with workshop sessions)

Thursday or Friday

Continental Breakfast and Annual NUSA General Membership Meeting
 Saturday (optional)

"NUSA Best Neighborhood Program" Awards (Closing) Luncheon
 Saturday

(approximately 70% of total registration count)

- A photographer should be present during all conference activities to record activities for NUSA's archives and promotional purposes.
- An American flag, NUSA flag, and NUSA Banner are to be displayed at the NUSA annual Business Meeting and all general gatherings.
- Additionally, a minimum of one floor microphone is to be provided at the annual Business Meeting.
- Specific meeting setups will be provided by NUSA (see Hosting A Neighborhoods, USA Conference Handbook)

## **NUSA Board Requirements**

A complimentary room shall be supplied to NUSA for Board Meetings at no cost to NUSA. See Administrative
Assistant for details and specifications.

Wednesday Headquarters Hotel Saturday Headquarters Hotel

Host Entity will provide NUSA an exhibit space and one electrical hook up that has the highest exposure to conference
participants. A room is required to be able to be secured with access limited to NUSA Board Members and
Administrative Assistant.

## Miscellaneous Requirements

- Ongoing communications from signing of contract through mailing of final conference report. Communications will be through Host Entity Prime contact and NUSA President, along with Host Entity Coordinator and NUSA Program Development Committee Chair.
- Host Entities who have local representation of a NUSA Board member are encouraged to include such board members in all planning activities. Local NUSA Board members can provide excellent insight and direction to the overall Host Entity planning team.
- A conference budget should be prepared using the provided NUSA chart of accounts (Exhibit 3). All income and expenses are to be categorized only by these accounts.
- All artwork, graphics, theme / slogan, use of the NUSA logo, and Keynote Speaker require discussion with the Program Development Committee, Chair.
- The Host Entity will keep a file of all conference related forms to pass to the next year's host.
- Progress reports are to be submitted in writing and presented in person by the designated Conference Coordinator at all NUSA Board Meetings prior to the conference. A Final Close Out Report will be made by the Conference Coordinator or Host Entity representative at the October Board meeting following the conference.

## **Planning Reports**

Ongoing communications with the Board, via the Program Development Committee Chair or President's designee is essential to assuring the effective coordination of our efforts. It is helpful to have periodic written update / status reports provided throughout the conference planning and development process. Such written reports are to be provided at the NUSA Board Meetings, held in May, October, and February / March.

The following items are to be reviewed by the Host Entity Contact or the Conference Coordinator, in person, including a written report, with the NUSA Board of Directors for informational and / or approval purposes at Board Meetings prior to the Conference as indicated above.

Information to be covered at each report session:

- Proposed registration fees.
- Recommendations related to the handling of local / area registrations. Note if a discounted rate or "scholarships" are
  to be provided. The NUSA fee is still due to NUSA in full.
- A proposed Conference theme and logo.
- A proposed Conference expense budget.
- A listing of all items / functions including meals, to be provided to registrants.
- An outline / description of proposed / probable workshop topics and sessions.
- An outline / description of the neighborhood tours to be conducted.
- Proposed artwork, graphics, brochure cover and / or themes / logos. Note that the NUSA logo is to be included on all conference related promotional items: mailings, programs, name tags, T-shirts, bags, etc.
- An income projection, including funds raised to-date.

## **Progress Report Schedule**

May (one-year prior): Progress Report and preliminary proposals

October: Progress Report and finalized proposal for NUSA Board Approval.

Feb / March: Progress Report, final update and resolution of outstanding issues.

May (Pre-Conference Meeting): If needed.

October: Final report

Each Progress Report is to be more detailed, with information relating to costs, workshop schedules and content, speakers, special events, etc. Also, at each subsequent Progress Report, matters addressed at previous Board Meetings, such as request for changes, additions or issues put on the table should be acknowledged, along with their resolution. NUSA, through its Administrative Assistant, Secretary or the Program Development Committee Chair, individually or collectively, will provide a list of such outstanding items for tracking purposes.

## Financial Budget

All income and expenses for conference should fall into one of the accounts listed on the chart of accounts provided by NUSA (Exhibit 3). This chart of account items will provide the basis for all financial reports submitted to the NUSA Board.

A final budget listing all expenses and revenues (including in-kind) for the conference is to be presented at the Fall Board Meeting.

## **Final Conference Report**

A Final Conference Report shall be sent to all Conference Attendees by the Host City within <u>sixty (60) days</u> of the end of the conference. The Final Conference Report will, at a minimum, include the following:

- A listing of conference attendees with their names, city and state.
- Summary reports on each of the conference workshop sessions to include the presenter's names and contact information. These should include at least the following: title, topic, purpose, method or type of presentation (small group, panel, slides, video, etc), handouts distributed, main points, highlights of discussion and question/answers.
- A list of "Neighborhood of the Year" finalists and winners, including a summary of their project and contact name and address.
- A list of the "NUSA Who's Who" winners, organizations or affiliations with contact names and addresses.
- A list of the "NUSA Best Neighborhood Program Award" winners, organizations or affiliations with contact names and addresses.
- An overview of the remarks made by panelists and/keynote speakers, with contact names and addresses.
- A copy of any resolutions passed by the membership at the Annual Membership Meeting.
- A list of current NUSA Board members and officers, along with contact information.

## **Close Out Report**

The Close Out Report is to be made by the Host City at the October Board meeting following the conference. This occasion also allows for more informal discussions and critiques of the conference. The purposes will include efforts to develop policies and strategies that promote the ongoing improvement of the conference, NUSA and all our collaborators.

The Close Out Report will include a summarized report of the turned in conference evaluation forms. The individual forms turned in are to be included with the summarized report.

Exhibit 1

# CONTRACT AGREEMENT BETWEEN HOST ENTITY AND NEIGHBORHOODS, USA (hereinafter called "NUSA")

City of El Paso (hereinafter called "Host") AND

## FOR THE NATIONAL NUSA CONFERENCE SCHEDULED FOR 2023 or 2024

## WITNESSETH THAT:

WHEREAS, the Host wishes to host the National NUSA conference and that the Host represents that it is fully committed and qualified to host said national neighborhood conference; and

WHEREAS, the NUSA Board of Directors at its annual Board meeting, selected the Host to host the 47th National NUSA Conference or 48th National NUSA Conference and the Host committed to act as national sponsor of such neighborhood conference.

NOW, THEREFORE, the Host and NUSA, for the consideration and under the conditions hereinafter set forth, do agree as follows:

ARTICLE I. The Host will include as its Conference Planning Group a strong partnership between neighborhood organizations, residents, local businesses, foundations, other organizations and various Host departments.

ARTICLE II. The Host shall commit a staff person or hire an individual as Conference Coordinator, who would be expected to devote work time exclusively to preparations for the national conference as outlined in the Host Requirements.

The Conference Coordinator, either in-house or contracted, shall be reflected as an expense of the conference, including any and all related other miscellaneous expenses, of the Conference Coordinator.

ARTICLE III. The Host shall send the Conference Coordinator and/or elected official to the following NUSA meetings.

- The two annual conferences immediately preceding the conference the Host has agreed to host. a.
- b. The Board meetings as outlined in the Host Entity Requirements.

ARTICLE IV. The Host shall attract local, regional and national attendance by invitation and / or promotion through mailings and other means. Past conference attendees list will be supplied by NUSA. Said invitations, promotions and mailings must include the name, email address, and telephone number of the President and Administrative Assistant of NUSA.

The first promotional material ("Save the Date" post card) will be sent electronically by December 1st, prior to the conference year by the NUSA organization. The "Save the Date" electronic post card will be supplied to the host for their promoting as needed; locally, regionally and nationally.

The Host shall prepare the electronic Conference Registration Booklet by February 1st of the conference year. The NUSA Board shall provide all necessary information (such as the Conference Planning Handbook) to the Host no later than October 1st of the year prior to the conference. The Host shall mail a printed copy of the registration booklet to anyone that makes the request, at the Host's expense.

## MANDATORY DATE DEADLINES

- > July 1st the year prior to the conference Workshops Tracks and Descriptions forwarded to the NUSA Program Development Committee Chair(s)
- > December 15<sup>th</sup> the year prior to the conference A completed draft of the Registration Book is DUE to Program Development Chair(s).
- > February 1st the year of the conference The Final Proof of the Registration Book forwarded to the NUSA Program **Development Committee Chair**
- > March 1st of the year of the conference Exhibitors Information forwarded to the NUSA Program Development Committee Chair
- April 10th the year of the conference A completed draft of the Program Book is DUE to Program Development Chair(s)
- May 10th the year of the conference The Final Proof of the Conference Program Book forwarded to the NUSA Program **Development Committee Chair**

NOTE: Final Proof means that all changes are completed and approved by the NUSA Program Development Committee

## Chair and the Public Affairs Committee Chair. The first review draft deadlines are very important.

**ARTICLE V.** The Host shall select and contract with, at a minimum, a Headquarters Hotel and other hotels in close proximity to conference site and assure availability of an adequate block of rooms to accommodate conference registrants, as outlined in the <u>Host Entity Requirements</u> and <u>Hosting A Neighborhoods, USA Conference Handbook</u>.

The Host shall contract with the necessary venues which provide the requirements of the conference specifications which are covered in the Host Entity Requirements and Hosting A Neighborhoods, USA Conference Handbook.

**ARTICLE VI.** The Host shall supply to the NUSA Board for approval, at its October meeting prior to the Host's conference date; the following:

- a. The proposed budget for the Conference.
- b. A listing of all functions included in the registration fee.
- c. An outline and description of the proposed neighborhood tours.
- d. Recommendations for registration fees to be charged for the conference.
- e. The proposed artwork and / or graphics and sample brochure cover. This is to include the tag line 46<sup>th</sup> Annual Conference on Neighborhood Concerns. Tag line is required to be on both the cover of the <u>Registration Book</u> and the <u>Conference</u> Program Book.
- f. The proposed conference themes.
- g. Specific details of the hotel and conference meeting space under contract.
- h. Listing of all meals to be provided as part of the conference registration.
- i. The conference logo should be approved at the February / March Board Meeting prior to the preceding conference. This will allow the Host to promote their conference at the preceding conference with the approved conference logo. The NUSA logo and colors (red and blue on white background) shall appear prominently on the cover and all conference materials. Additions of any other logos (corporate organizational or otherwise) shall require approval by the NUSA Board of Directors. The NUSA logo shall be adjacent to or incorporated in the host conference theme logo.

**ARTICLE VII.** The Host agrees to hold the Conference beginning on a Tuesday (registration) and concluding on a Saturday, on the following dates: May 23 – May 27, 2023. Any changes in dates must be authorized by the NUSA Board of Directors. Said changes shall not be unreasonably withheld.

**ARTICLE VIII.** Registration Categories. All registration fees, except spouse/guest registration, will include the NUSA membership fee. The accepted registration categories are:

- a. Full Registration includes workshops, exhibits, neighborhood pride tours, conference material, special events, meals and one-year NUSA membership.
- b. Host Entity (local) neighborhood registration includes same as full registration.
- c. Youth Registration (age I3-I8) includes same as full registration.

**ARTICLE IX.** The Final Conference Report to be distributed within <u>sixty (60) days</u> after the final day of the conference. The Final Conference Report shall contain at a minimum the items listed in the Host City Requirements.

**ARTICLE X.** In the event the Host cancels or fails to perform its conditions as Host, unless otherwise agreed by the Host and the NUSA Board in writing, the Host shall be liable to the NUSA Board and the Host will be invoiced for actual costs incurred by the Board to cover its expenses in advertising, publicity, travel, site selection and relocating the convention, to be paid within 30 days of invoice. The Host will not be liable for its failure to perform its obligations under this agreement when such failure is caused by natural disasters or acts of terrorism.

**ARTICLE XI.** The NUSA President and/or the Program Development Committee Chair shall supply technical consultation to the Host to assist in the planning and implementation of the conference, including but not limited to approval of use of logos, conference content, graphics, conference logistics and keynote speakers.

**ARTICLE XII.** NUSA shall hold it fall Board of Directors meeting prior to the Annual Conference at the Host Entity's conference locale.

NUSA Board members shall pay his or her own expenses for said meeting.

The Host is responsible for supplying a meeting facility, specifications provided by NUSA, at the selected headquarters hotel. Meeting facility expense to be paid by the Host.

ARTICLE XIII. NUSA shall act as co-sponsor of the annual conference by promoting the Host to its national membership.

**ARTICLE XVI.** The <u>Host Entity Requirements</u> and <u>Hosting A Neighborhoods, USA Conference Handbook</u> documents are part of this agreement.

**ARTICLE XVII.** NUSA does not and shall not **discriminate** on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, familiar status, or military status, in any of its activities or operations.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed as of the date below.

DATE: Aug	gust 8th, 2022	
ATTEST:		
for Tom	of EL PASO: ás González Manager	
Juan	S. Gonzalez stant City Attorney	APPROVED AS TO CONTENT:  Nicole Ferrini, Director Community & Human Development Dept.
ATTEST:	NEIGHBORHOODS, USA NUSA President	Witness

Witness

## **Capacity & Citizen Participation:**

1. Describe the support of your government officials to host the NUSA Conference.

The Department of Community + Human Development will support the NUSA Conference. The Conference will be coordinated by the Civic Empowerment Division of the Department under the leadership of our City's Chief Resilience Officer. Visit El Paso, one of the three branded operating divisions of the City's Destination El Paso Department will be responsible for the Convention Development, Hotel logistics, and collaboration with the Meeting planning services. Our City Manager, City Council and department leadership are in full support of this bid.

In addition to the support from the City, the El Paso Neighborhood Coalition will be supporting the effort. The Coalition is a partner of the City and is an autonomous organization that works directly with the City's registered Neighborhood Associations. They are a 501c3 and have an elected board of directors comprised of one chairperson and a representative from each of the five planning areas of the City.

2. Has your (or a collaborating) organization ever coordinated a similar kind of Conference? If "Yes," please describe.

Yes, we have worked with Sister Cities International, a Bi-national conference hosted by the City of El Paso in collaboration with multiple city departments and our Convention and Visitors Bureau, Destination El Paso.

The City of El Paso will be hosting The Texas Architect Annual Conference and Design Expo in Fall 2022.

The City of El Paso will be the 2024 host of the Texas Democratic Convention

3. Please estimate and explain how many people will be available to coordinate and implement the NUSA Conference.

## **Full Time**

- Nickole Rodriguez- Community Development Program Manager
- Christian Lopez- Civic Empowerment Coordinator
- Julia Del Campo- Neighborhood Specialist
- Fabiola Campos Lopez- El Paso Neighborhood Coalition Board Chair

#### Part-Time

- Valerie García- Sales Director Destination El Paso
- Nicole Ferrini- Chief Resilience Officer

• 5 Planning Chairs from the Neighborhood Coalition

## Other

- Andrea Ornelas- Love Your Block Fellow
- Community Development Staff (Approx. 30 people)
- Volunteers (Estimating 100)
- 4. Discuss the efforts that will be undertaken to maximize the degree and extent of citizen involvement in the planning and implementation of the Conference.

Volunteer recruitment from our 89 neighborhood associations will be critical to the success to ensure we are maximizing citizen participation within the planning process. Additionally, we will work with our Community Partner Organizations to identify volunteers.

5. Indicate the approximate amount and likely source of start-up funding to begin planning the Conference.

\$40,000 from the City of El Paso

6. Are you a NUSA City Member?

Not currently

## **Neighborhood Movement/Relations:**

7. How many established, identifiable neighborhood associations exist in your City currently?

There are 89 registered Neighborhood Associations within the City of El Paso.

8. Please describe how the host government interacts with and advocates for neighborhood interests. (Describe staffing dedicated to such actions.)

The City of El Paso's Department of Community + Human Development houses a Civic Empowerment division that focuses on three key areas designed to improve community outcomes: resident engagement, climate action, and equity + access. This dynamic team is comprised of (2) Senior Volunteer Program Coordinators, (4) Volunteer Specialists, (1) Civic Empowerment Coordinator, (2) Neighborhood Specialists, (1) Love Your Block Fellow, (1) Sustainability Coordinator, (1) Equity Officer, and (1) Accessibility ADA Coordinator. Each of these staff members serves and gives voice to the City's most vulnerable populations. Through a diverse set of programs and responsibilities, such as advocating for city-wide ADA compliance, the Foster Grandparent Program, Neighborhood Leadership Academy, Love Your Block, El Paso Solar Co-Op, and others, the City of El Paso is able to galvanize community members to take action, actively participate, and collaborate

with its local government to stimulate positive change within their residential areas. A great example of a solid neighborhood-centric partnership is between the City of El Paso and the Neighborhood Coalition. City staff is present at every monthly Neighborhood Coalition board and general meeting to provide updates, take in questions, and escalate resident concerns to the appropriate departments. In addition, the City opened its very first Center for Civic Empowerment in 2021 in downtown El Paso to provide a high-quality, technologically advanced space to benefit and enhance the civic engagement experience for residents, non-profit organizations, and government entities.

## 9. Please describe the level of local conference attendance/participation you anticipate.

The City of El Paso and its residents are all in! The City's NUSA committees will be comprised of internal staff, neighborhood association leaders, and external partners to execute and deliver a memorable experience for all attendees. We also anticipate approximately 100 residents to attend and participate for the entirety of the NUSA Conference.

We want to offer our Neighborhood Associations either registration at a reduced cost or find a sponsor who will cover their registration fees.

# 10. Please describe how the Conference will be marketed locally, regionally, and nationally to various neighborhood groups and interests.

In partnership with Destination El Paso (El Paso's Convention & Visitor's Bureau), the NUSA 2023 Conference will be promoted through local (regional and national as well?) press releases, the City of El Paso and Destination El Paso's websites, and social media channels, and consistent touchpoints with the 89 Neighborhood Associations in the City. In addition, we will create a conference hashtag, leveraging potential sponsors to increase our online reach, offer a local attendee discounted rate, and consider both in-person and virtual tickets to maximize the Conference's accessibility. Furthermore, the Conference's workshop topics, guest speakers, and tours (both domestic and international) will be promoted to get folks excited about the content and value that this Conference will bring. Finally, The City of El Paso Sister City, Ciudad Juarez, is joining efforts to collaborate with their participation, promotion, and marketing of the NUSA Conference.

# 11. Indicate the number and type of neighborhood-based activities that could be incorporated into your conference development efforts and the actual Conference.

In the Fall of 2022, and partnering with the Neighborhood Coalition, the City of El Paso will be hosting its annual 1-day Neighborhood Summit. The Summit is the exact time to grant the El Paso community leaders, volunteers, city officials, and non-profits an opportunity to attend an informational fair. In addition, the Summit's capacity building/educational workshops, keynote speakers, and network building will teach how to engage and improve the quality of life in their neighborhoods, an excellent preview of the impact that NUSA will bring in 2023. The City will also coordinate approximately ten immersive neighborhood tours and work to secure support from local businesses to sponsor residents' registration fees.

## **Financial Information:**

12. What Conference facilities are available and appropriate in your City?

Please see attached bid proposal Pages 24 and 25

13. What costs would likely be involved (type and amounts)?

Please see attached bid proposal Pages 28 and 29

14. What will be the likely costs of hotel rooms? (Give specific examples)

Please see attached bid proposal Pages 21 and 22 (rates may change depending on date change from NUSA Board if requested)

**15.** What will be the likely cost of conference registration? (Please Comment.)

City of El Paso is proposing an in-person rate of \$280 and a \$225 virtual rate. Due to rising costs in inflation, this may need to be assessed once the conference facility is secured.

16. What is the applicable tax rate?

City – 6%, State 9%, HOT Tax 17.5%

17. Who are some of the conference collaborators or activity / service sponsors likely to be?

Please see attached bid proposal, pages 4-10, with letters of support from different neighborhood organizations. The most significant conference collaborator will be the El Paso Neighborhood Coalition.

18. To what extent and in what manner will the Municipality assist in the implementation of the Conference, specifically in terms of funding and services contributions?

The City of El Paso will be the lead in conference coordination with support from our partnership organizations like the El Paso Neighborhood Coalition. The City of El Paso will contribute staff and labor hours as well as \$40,000 in seed money.

## **Access and Amenities:**

19. Describe access to the proposed conference location city by plane, train, bus or car.

Please see attached bid proposal Pages 16-19

20. Identify the nearest airport, its primary carriers and average flights per day.

Please see attached bid proposal Pages 16-18

21. Will ground transportation be provided to and from the hotel/conference site and the airport? (Please comment.)

Doubletree, Marriott, Radisson, Wyndham and Hotel Paso Del Norte have complimentary shuttles from airport.

22. Please provide some typical costs for flights to and from selected cities, such as Seattle, New York, Atlanta, Tampa, Fort Lauderdale, Chicago, Detroit, Houston, Memphis, Phoenix, Los Angeles, Dallas and San Francisco.

Roundtrip- Seattle- \$215 New York \$584 Atlanta \$558 Tampa \$ 545 Ft. Lauderdale \$ 653 Chicago \$ 506 Detroit \$630 Houston \$375 Memphis \$573 Phoenix \$ 369 L.A. \$350 Dallas \$ 340 San Francisco \$460 (this is an estimate, rates subject to change YOY and demand)

23. What are the tourist attractions in the City and near the conference facilities?

Please see attached bid proposal Pages 30-32

24. What walking distance activities and facilities are located around the conference site?

Please see attached bid proposal Pages 30-39

25. Please indicate how you feel hosting a NUSA Conference will likely impact your organization, the citizens and neighborhoods of your community.

NUSA and the City of El Paso are committed to building and strengthening neighborhood organizations. NUSA helps share information and experiences used to build stronger communities; NUSA continues to encourage networking and information-sharing to facilitate the development of partnerships among neighborhood organizations, government, and the private sector for the ultimate goal of strengthening every neighborhood.

26. Please attach demographic data (census) related to the composition of your resident population.

Also note any other information you feel relates to the ability of your organization and your community to collaborate in successfully hosting a NUSA conference.

Please see attached Census Bureau Quick Facts on El Paso Pages 40-42

27. Please list the materials that are being submitted as a part of this application.

City of El Paso Bid – NUSA 2023

Exhibit 2

# Neighborhoods, USA

# 2023 or 2024 Annual Conference on Neighborhood Concerns

# Host Entity Bid Proposal / Application Package

Please provide the information (below) as to who has prepared, subm	itted, will present and would execute this bid proposal.
Conference Year City/S	State

Organization(s)

Signatory	Authority fo	r Contracting	Purposes:	(If Selected)
-----------	--------------	---------------	-----------	---------------

Name:	
Title:	
Address:	Zip Code:
Office Phone:	Office Fax:
Email Address:	Cellular #:

# **Primary Contact Person:**

Zip Code:
Office Fax:
Cellular #:

## **Second Contact Person:**

Name:	
Title:	
Address:	Zip Code:
Office Phone:	Office Fax:

Email Address: C	ellular#:
------------------	-----------

# **NUSA Conference Chart of Accounts**

	Budget	Actual	Actual	Actual
			As of:	As of:
Income:				
Sponsorships				
Exhibit Fees				
Host City Merchandise Sales				
Miscellaneous				
TOTAL				
Expenses:				
Material Design				
Printing				
Postage (preconference)				
Office & Other supplies				
Telephone Service				
Telephone LD Calls				
Photo / Video Processing				
Photographer				
Speaker Fees				
Speakers Expenses				
AV Equipment Rental				
Postage (Post Conference)				
Registration Management				
Miscellaneous				
Registration Materials				
Merchandise Inventory				
Volunteer Expenses				
Special Events, including:				
Entertainment				
Wednesday Reception				
Thursday Breakfast				
Mayor's Reception				
Continental Breakfast				
Gala				
Continental Breakfast				
Closing Luncheon				
Shuttle Service				
Neighborhood Pride Tour Transportation				
Misc. Transportation				
Box Lunches				
TOTAL				
Profit (Loss)				

Exhibit 4

## Host Entity Bid Evaluation / Selection Form Annual Conference on Neighborhood Concerns 2023 or 2024

Name:	Review	v Date:
(Please	e rate each item before computing total score)	
Capaci	ty to Plan, Develop, and Implement the Conference.	0 – 20 points:
•	Who will coordinate the conference? What resources are to be provided by the City, neighborhoods and private What is the experience of the City in conducting similar conferences or even What collaborations between government agencies have been identified?	vents?
Extent	of the Neighborhood Movement and Quality of City-Neighborhood Re	lations. 0-20 points:
•	The number of neighborhoods within the City and how many are well esta What are the formal mechanisms for assuring meaningful communic private sector?  Who serves as an advocate for neighborhood concerns?	<u> </u>
Citizen	Participation in the Planning and Implementation of the Conference.	0-20 points:
•	How will citizens be involved in the conference? How many local people will attend the conference? How the conference will be marketed locally, regionally and nationally to The neighborhood-based activities to be included in the conference, included.	
Value o	of Host City.	0-20 points:
•	Has a NUSA conference ever been held in this City or region?	

How would having a conference in this City assist the organization in achieving its membership recruitment and retention goals?

Is there an established membership base from this area?

- Does the application or presentation material adequately demonstrate a capacity to plan and execute the kind of conference this organization strives to provide to its membership?
- What is the political stability in this City now compared to what it will be at the time of the conference?
- Would having the conference in this City be more beneficial to NUSA or to the City, vice versa, or both?

Overall Co	ost of Conducting Conference & Pr	ices for Participants Attending Confer	ence 0 -5 points:
<ul><li> V</li><li> V</li><li> W</li><li> H</li></ul>	What facilities are available and their low what will be the costs of hotel rooms? What is the current applicable tax rate? What will be the cost for conference relow will the City defray the costs to ctivities, etc.?	? gistration?	notel accommodations, e.g. meals, speakers,
Convenie	nce of Travel for Conference Partic	ipants	0- 5 points:
• H • V	low accessible is the City by plane, tra low many incoming flights are there e What type of public transportation is av a ground transportation available from	ach day and at what average cost, (from vailable within the City?	the most remote or common locations)?
Tourist Va	alue and Opportunities of the City.		0- 5 points:
<ul><li>Is</li><li>A</li><li>V</li></ul>	What pedestrian amenities and opport	•	
			TOTAL SCORE
		(100 maximum p	points)
Rater:			
Date:			



# Hosting A NEIGHBORHOODS, USA Conference

Handbook

## SECTION A: COMMITTEE STRUCTURE

- 1. Sponsorship
- 2. Exhibitions
- 3. Neighborhood Pride Tours
- 4. Social Events and Meals
- 5. Workshop Support
- 6. Registration and Program Books
- 7. Registration Intake
- 8. Registration Booth
- 9. Volunteers
- 10. Speakers Guest or Keynote

## **SECTION B: MAILINGS**

- 1. Sponsor packets / letters
- 2. Exhibitor letters
- 3. Neighborhood Pride Tour letters
- 4. Save the Date post card
- 5. Registration Booklet
- 6. Confirmation letters/post card
- 7. Post Conference Wrap-up Report
- 8. Thank you, letters,

## SECTION C: CONTRACTUAL OBLIGATIONS

- 1. NUSA Board of Directors
- 2. Hotels for lodging
- 3. Conference/Convention Center
- 4. Transportation / Buses
- 5. Food Service / Catering
- 6. Audio Visual
- 7. Exhibitor space set-up
- 8. Keynote Speaker[s]
- 9. Entertainment
- 10. Workshop Presenters

## SECTION D: ROOM SET-UP

- 1. Board of Directors Meeting
- 2. Banquet Hall
- 3. Social Events
- 4. Workshop / Presentation Rooms
- 5. General Membership Meeting Room

## SECTION A: COMMITTEE STRUCTURE

At the initial meeting of all committees, please dedicate some time to explain the purpose and mission of the Neighborhoods, USA organization. It is also suggested you explain thoroughly how past conferences have operated. This is an opportunity to build excitement among those who will be working on the conference. It is worth noting that people will be traveling from across the United States, Japan and Canada to participant. It is an incredible chance to showcase your neighborhoods, municipality and region.

## 1. SPONSORSHIP

A log should be maintained with every sponsorship contact to be made, including organization name, contact person, address, phone number, and email, if available. This log should be updated each time correspondence is sent or received and when follow up contact has been made.

Sponsorship packets should be accompanied with a cover letter with a Mayoral or Municipal Managerial signature.

The Committee must keep track of both cash and in-kind donations. The differentiation should be made in sponsor packages, to eliminate paying for expense of in-kind sponsors who do not actually donate cash. In-kind contributions can greatly reduce conference related expenses.

The Committee must also track and manage the perks and gratuities offered at each sponsorship level, for example advertising opportunities, complementary tickets, etc.)

## 2. EXHIBITOR

The Exhibitor Committee is responsible for managing the relationship with interested exhibitors. Exhibitions add revenues to assist paying for related conference costs. After knowing the price for set-up (table, skirting, etc.) establish a fee that will allow you to make a profit from each space sold.

The Committee is to send out communication to various perspective businesses with necessary information for the reader to decide, including the times the Exhibit Hall will be open to the participants. An attached form will allow the prospective exhibitor to commit and make needed plans.

The Exhibitor Committee should keep track of all perspective exhibitors who have been sent information and follow up with a second letter.

## 3. NEIGHBORHOOD PRIDE TOURS

The Neighborhood Pride Tours Committee will be responsible for choosing the most interesting tours to showcase the area. Bearing in mind that this is a "neighborhoods" conference, neighborhoods should be a primary focal point of all tours. Correspondence should be sent out to prospective areas to let them know you are interested in having them put together a tour. The initial communication should have a date, time and where this informational meeting will take place.

Again, a log should be kept as to who is being sent initial correspondence and who is responding. For anyone not replying to the initial correspondence, the committee should follow up with those areas that are known and would be able to put together a memorable neighborhood pride tour. This can be several adjacent neighborhoods.

At the first meeting a tour checklist should be handed out and explained.

When tour description is approved, you should know if the tour is bus, walk, bike, boat, etc. This information is included in each tour description by either using words or symbols in the Registration Book.

## 4. SOCIAL EVENTS AND MEALS

The Social Events and Meals Committee's responsibility is to create menus for any meals and social events. This would include, and not be limited to, creating a good atmosphere within the environment being used. (i.e centerpieces, plants / flowers, etc.).

It is important to be able to accommodate large numbers of participants entering and exiting at the same time in the room or area being used.

Menus should always include accommodation for those who have special diets, i.e. vegetarian, vegan and kosher.

It is imperative to remember any buffets where large numbers of participants will be involved at once should include at least enough serving lines to get everyone through in 15 minutes.

Any speaking / presenting taking place should be monitored by this Committee to keep the conference on its timeline. A time schedule should be printed and followed.

## 5. WORKSHOP SUPPORT

Workshop Support Committee assists with workshop set-up, evaluation, execution and clean-up.

## 6. REGISTRATION & PROGRAM BOOKLET

This committee will be responsible for gathering necessary and required information for both the <u>Registration Book</u> and the <u>Conference Program Book</u>.

The Registration Book should include, but not be limited to, the following.

- a) Use of the tag line to be used on the cover: "47th Annual Conference on Neighborhood Concerns".
- b) List of the local Steering Committee.
- c) List of the NUSA Board of Directors and where they are from.
- d) Letter from the Mayor.
- e) NUSA President's Message.
- f) Letter from the City Manager(optional).
- g) Conference Coordinator / contact person with phone numbers, email address, and fax number, a picture of the coordinator is a plus, so folks know who you are when they see you.
- h) Conference At-A-Glance (the days of the conference with times of each scheduled event). Pages starting from Conference At-A-Glance to the end should use NUSA logo and local conference logo on each page.
- i) Guest Speakers / Keynote Speaker, if a crowd draw, should be listed in the Registration Book to attract participants.
- j) Special Event Descriptions any of the social events with descriptions.
- k) Workshop Sessions List of the workshops with descriptions for each session.
- Neighborhood Pride Tours List of the tours with descriptions including whether the tour includes handicap accessible, walking, boating, biking or just by bus.
- m) Host entity area page should include, but not be limited to hotel names, room rates, addresses, phone number for reservations, and how many blocks from conference center.

- n) Airport information including name of airport and name and phone numbers of airlines that operate from the host city closest airport.
- o) Ground transportation information should include approximate cost for taxis or shuttles.
- p) Weather for Host City for the time of year should be listed as a courtesy.
- q) Conference attire Conference attire is business casual. Keep in mind that meeting rooms may be cool enough to warrant a light jacket or sweater. For any social events outside, casual attire and comfortable shoes may be suggested.
- r) Map of Host City area to include where airport is in comparison to conference center and hotels.
- s) Pre- and Post- Conference Activities Available. List any tourist or site seeing that would be of interest to folks visiting the Host City area. List any cost, contact phone numbers if available, whether transportation is provided or not provided, and cost of getting to the listed activities.
- t) Conference Registration Pages usually back-to- back. Be sure to include the address of where to mail registration. Suggest the participant make a copy for their files prior to mailing.
  - i. Section one: Registrant Information (please print legibly and complete all)
  - ii. Section two: Information about registration fee(s), refunds, etc.
  - iii. Section three: Payment information NOTE: all checks should be made out to NUSA.
  - iv. Workshops- if space is available, Conference participants may attend any workshop based on availability. Please see the workshop descriptions for a detailed summary of each workshop. If space is limited, you will need to have registrants choose a first, second and third choice.
  - vi. Neighborhood Pride Tours first and second choice. Tours will be assigned on a first come, first serve basis. If both choices are filled, you will be placed on a random tour.
  - vii. Conference Functions for an estimate, list all functions of the conference and have them check what they will be attending.
  - viii. Special dietary needs
  - ix. Note: Reasonable auxiliary aids and services will be made available to qualified individuals with disabilities. Please describe the nature of the aid and/or service desired:

## The Conference Program Book should include, but not be limited to the following.

- a) Use of the tag line to be used on the cover "47th Annual Conference on Neighborhood Concerns"
- b) Local Steering Committee
- c) NUSA Board of Directors
- d) City Council/Commission (optional)
- e) Sponsors
- f) Message from the NUSA President
- g) Welcome letter from the Mayor (same as Registration Book)
- h) Welcome letter from the City Manager (same as Registration Book) (optional)
- i) Conference At-A-Glance
- j) Guest Speakers w / photo if possible
- k) Neighborhood of the Year Finalists Presentations list day, time and room.
- I) Best Neighborhood Award Finalists presentations list, day, time and room
- m) Neighborhoods USA Who's Who name, where from and person doing nominating.
- n) Neighborhoods USA Dawson Award, if applicable.
- o) Special Event Descriptions (same as registration book)
- p) Workshop sessions list name of workshop, room the workshop will be held in, workshop description and presenters name, city and state.
- q) Neighborhood Pride Tours listed with symbols or words to indicate walking, bus, bike or boat and if handicapped accessible.
- r) Thank you and list all the volunteers those who are assisting with the conference at the conference center, Neighborhood Pride Tour sponsors and Neighborhood Pride Tour volunteers.

- s) Pre- and Post- Conference Activities available (same as registration book)
- t) Map of hotel and conference center area
- u) Map of Host City area (same as registration book)
- v) Insert a list of the workshops with the presenters and their contact phone numbers and/or email addresses.
- w) A full page to be provided to the NUSA organization at no charge.
- x) The back cover to be provided to the next year's host for promotion at no charge.

## 7. REGISTRATION BOOTH

The Registration Committee will be responsible for setting up the registration area at the conference center and distributing the materials to the participants.

Note: The area being used should be an area that can accommodate a large crowd at any one time, without blocking off normal traffic flow in the space being used.

Could have registration packet separate from NUSA Conference bag and give participants at registration area a ticket and they can move to another area to retrieve their NUSA Conference bag. This keeps the flow of traffic to a minimum around the registration area.

Some have used a large common area for the start of the conference and then moved into a registration booth area once the crowd was through on the first morning of the conference.

## 8. VOLUNTEERS

The Volunteer Committee will be responsible for recruiting volunteers as the need is necessary for the varied events (pre-conference, during conference and post conference).

The Conference Coordinator should request a list of how the volunteers were scheduled and used from the previous year to start and then make the necessary changes as the next year's conference starts to be created and scheduled.

Volunteers should all have the same colored, stand out shirts on to be easily located and available for participants to request assistant.

**NOTE:** Volunteers can make or break a conference.

Volunteers should make arrangements to attend one of a few offered scheduled volunteer seminars at the conference center just prior to the conference starting. They should be given information pertaining to the history of what is NUSA and how the conference will flow and who will be in attendance.

Recruiting works best by having a group, i.e. the Lions Club commit to volunteering for the handing out of the NUSA Conference bags. Or a Historical Society volunteer to collect and gather all the evaluations for workshop sessions. Or the ROTC volunteers to assist with the departing of the Neighborhood Pride Tours.

## 9. SPEAKERS – GUEST OR KEYNOTE

This Committee will be responsible for locating any Keynote or Guest Speakers who will be speaking during any of the social events, including meals. Speakers should always be focusing their information around issues that are important to neighborhoods. Lastly, the Program Development Committee, Chair should be included on the Host's proposed Keynote Speakers.

## SECTION B: MAILINGS/COMMUNICATIONS

**NOTE**: PRIOR TO ANY CORRESPONDENCE BEING USED, THE LOCAL COMMITTEE MUST CREATE A LETTERHEAD WITH BOTH THE NUSA LOGO AND THE LOCAL LOGO. THIS MUST BE SENT TO THE CHAIRMAN OF THE NUSA PROGRAM DEVELOPMENT COMMITTEE FOR NUSA APPROVAL.

## SPONSOR PACKETS / LETTERS/COMMUNICATIONS

This communication will be for all letters and sponsor packets from the log created by the Sponsorships Committee.

## **EXHIBITOR COMMUNICATIONS**

This communication will be for the promotion of the exhibitor's packets from the log created by the Exhibitors Committee. A log should be kept as to whom any correspondence was sent to with the date the mailing took place.

## NEIGHBORHOOD PRIDE TOUR COMMUNICATION

This communication will be for prospective neighborhoods to attend a meeting to discuss what is involved with hosting a neighborhood pride tour for the host to make a decision to commit or not. A log should be kept as to who was sent correspondence and to follow up via telephone prior to meeting to eliminate any local issues that may arise from "I didn't receive anything."

## **SAVE THE DATE**

This electronic mailing to take place by December 1<sup>st</sup> prior to the year of the conference. The NUSA organization will do this, and the local host will be able to use this electronic mailing to promote their region for local participation.

## **REGISTRATION BOOK**

This communication will be to all who had attended the previous year NUSA Conference and the added names placed on the list from the NUSA Administrative Assistant. In addition, the Host City will want to include in this mailing list for those in the local region.

## **CONFIRMATION OF REGISTRATION**

The NUSA organization's registration program will automatically forward confirmation to those who register electronically. The NUSA Administrative Assistant will email the registration confirmation to those who chose to mail in their registration.

## AFTER CONFERENCE FINAL REPORT

A Final Conference Report shall be sent to all Conference Attendees within sixty 60 days from the last day of the conference. The Host will complete the final proof of the Conference Final Report in "Word" format. The NUSA Public Affairs will email blast the Final Conference Report. The Final Conference Report will, at a minimum, include the following:

- A listing of conference attendees with their names, city and state they are from.
- Summary reports on each of the conference workshop sessions to include the presenter's names and contact information. These should include at least the following: title, topic, purpose, method or type of presentation (small group, panel, slides, video, etc.), handouts distributed, main points, highlights of discussion and question/answers.
- A list of "Neighborhood of the Year" finalists and winners, including a summary of their project, contact name and address.

- A list of the "NUSA Who's Who" winners, organizations or affiliations with contact names and addresses.
- A list of the "NUSA Best Neighborhood Program Award" winners, organizations or affiliations with contact names and addresses. An overview of the remarks made by panelists and / keynote speakers, with contact names and addresses.
- A copy of any resolutions passed by the membership at the Annual Membership Meeting.
- A list of current NUSA Board members and officers, along with their email addresses.

## AFTER CONFERENCE THANK YOU COMMUNICATIONS

This communication shall be provided to all who had contributed to the conference, volunteers, tour coordinators, presenters, sponsors, exhibitors, etc.

## SECTION C: CONTRACTUAL OBLIGATIONS

- NUSA Board of Directors
- Hotels
- Conference/Convention Center
- Bus Company
- Food Service/Caterer
- Audio Visual Vendor
- Exhibitor Space Set-Up Vendor
- Keynote Speaker[s]
- Entertainment
- Workshop Presenters

## **SECTION D:** ROOM SET-UP (during the Conference)

## NEIGHBORHOODS, USA BOARD OF DIRECTORS MEETING ROOM

This room is to have tables set up in a "U" configuration, with the open end for speakers and presentations. The open end of the "U" configuration should face the entry doors to the room. There needs to be a minimum of 23 chairs at the perimeter of the tables. The table that connects the "U" together at the bottom, is for the President, Vice President, Secretary and Treasurer. Elsewhere in this room there are to be a minimum of 20 chairs set up to allow for any of the membership to sit in on the Board of Directors meetings. This room should be large enough to allow 10'-15' between Board of Directors area and membership sitting area.

This room must have electricity available for the Neighborhoods, USA Administrative Assistant to hook up for the recording of the Board of Directors meetings.

The room also is to have the American flag behind the area where the Executive Board members are seated. As you face this area, the American flag should be placed to the left side.

## **BANQUET HALL**

The banquet hall should have enough entrance space available to accommodate getting the participants in and out of that room within a ten-minute time-period.

This room is to have a stage that is 30" in height and the stage area (24' wide by 12" deep) set up as follows; stage to be centered on the wall or partition that is behind, stairs on both sides, a lift or ramp to be accessible as the need arises. The

front of the stage should be aligned with a podium centered. The podium is to have a microphone that can be moved if necessary.

The stage area will require an American flag at the left side of the stage as you face the stage. State, local flags and the NUSA flag to be placed at the right-side rear of the stage as you face the stage area. The back of the stage area shall have pipe and drape of 8' in height. The NUSA Conference "Welcome" is to be hung on the pipe and drape. Host to furnish hooks and accomplish this task.

For all of the Awards events two skirted table clothed table (8' long) shall be placed at the rear of the stage to be used during award presentations. No chairs are required for this table.

The banquet hall is to have a minimum of two large screens at each side of the stage, which would include appropriate lighting on the podium area so that projected speaker will show up well on side screens, a projector and the staff needed to operate it. NOTE: these screens to be placed away from the stage to the outside perimeter of room to allow the folks in the first row at the outside perimeter to be able to view.

Banquet hall will need necessary equipment and operating staff to maintain appropriate volume limits as needed.

Space between stage and first row of tables should allow for folks to sit comfortably. The table set up is usually rounds that seat eight or ten. If numbers of participants are low, then banquet hall tables should be set up so those seated are all able to face the stage, crescent style.

The front row tables shall be used for any "Reserved" spaces needed during the conference, i.e. participants from the awards judging, etc. Appropriate signage for the requested number of seats/tables is required.

Lighting for this room should be appropriate to not become a safety issue and to allow for the stage area to be the main focus once participants are seated, with a spotlight directed at the podium.

### NEIGHBORHOODS, USA CONFERENCE SOCIAL EVENTS / MEALS

Any receptions with food or buffet meals should be set up to allow for enough serving lines to accommodate the number of participants that will require getting through the food line area in an appropriate amount of time. This will vary based on the number of registrants participating in the conference. Host Entity coordinator will check with the appropriate Board of Director as we near the start of the conference.

### NEIGHBORHOODS, USA WORKSHOP PRESENTATION ROOMS

The workshop rooms, in general, should be set up theater style with an aisle on each side and down the center.

The front of the room should be set up with one skirted table with a minimum of three chairs and a podium to the right of the table (viewing from the entrance of room). Water and glasses should be supplied at presenter's tables.

Other equipment in the rooms should be as follows; a table / cart for participants to set up PowerPoint presentations, laptop, LCD projector, large screen, easel, pad, red and black markers, and electricity supplied for the previous mentioned equipment over to the table / cart where needed. If a workshop room is on the large side, a microphone will be required so that all participants can hear presentations easily.

Any workshop room needing to be set up differently will be notified to Host Entity coordinator prior to the start of the conference by the appropriate Neighborhoods, USA Board of Director.

### NEIGHBORHOODS, USA GENERAL MEMBERSHIP MEETING ROOM

The Banquet Room/Hall shall be used for the General Membership Meeting.

A podium with a microphone shall be centered on the stage with skirted tables on each side of the podium to accommodate the NUSA Board of Directors Executive Committee.

There is to be a minimum of one microphone on a stand placed on the main floor at the center of the stage to allow for the general membership to address the Executive Committee and room.

Dear Prospective NUSA Conference Host

Thank you for your interest in hosting the 47th or 48th Neighborhoods, USA Annual Conference on Neighborhood Concerns to be held in May 2023 or 2024

Enclosed is the Host City Bid Package. Please consider hosting this event to discover neighborhood best practices across the United States.

All submissions must be postmarked by **April 26, 2021**, and sent to the following address:

Neighborhoods, USA RE: Bid Proposal PO Box 281

Fort Lauderdale, FL 33302 Phone: 954-999-0833

E-Mail: AdminAsst@NUSA.org

Please use the outline in Exhibit # 2 (twenty-seven questions on three pages) and return the original plus copies by the due date. Cities submitting bids for 2023 or 2024 will be invited to make a virtual presentation at the Neighborhoods, USA Board of Directors Meeting, May 19, 2021 Fort Worth. All other reference materials should be distributed at the time of the presentation.

Should you have any questions about the Bid Package or the deadline, please contact Catherine Huckaby at <a href="mailto:president@nusa.org">president@nusa.org</a>

Thank you in advance for your interest in hosting the 47th or 48th Neighborhoods, USA Conference on Neighborhood Concerns in 2023 or 2024.

Sincerely,

Catherine Huckaby President, Neighborhoods, USA



### February 2021

### Dear City Leader:

Neighborhoods, USA (NUSA) would be honored to have you as a City Member and would like to express its appreciation for your support and commitment to neighborhoods. A City Membership would demonstrate that you recognize the value of establishing collaborative partnership with cities, and other organizations that advocate citizen participation in the governmental process. Your membership will further this effort by providing an opportunity for citizens, professionals, elected officials, and the private sector to come together to share experiences and knowledge for building stronger communities together.

I would also like to invite and encourage citizens from your city to attend NUSA's 46th Annual Conference on Neighborhood Concerns. This conference will be held virtually in Fort Worth, Texas during May 19-May 22, 2021. Citizens from your community will have an opportunity to meet and interact with other citizens from across the United States, to develop solutions to unique concerns that impact cities around the world. The conference registration booklet will be available on the NUSA website in early 2021

A City Membership of \$100.00 per year entitles you to a certificate representing your City as a member of NUSA along with five NUSA lapel pins and five newsletters. Five newsletters will be sent each quarter.

If you have additional questions, please contact,

Jeri Pryor, Administrative Assistant

Neighborhoods, USA PO Box 281 Fort Lauderdale, FL 33302 Phone: 954-999-0833

E-Mail: <u>AdminAsst@NUSA.org</u>
Or visit our web site: www.nusa.org

Thank you for your consideration and commitment to neighborhoods.

Sincerely,

Catherine Huckaby President Neighborhoods, USA (NUSA)

Exhibit 8



### NEIGHBORHOODS, USA (NUSA) Municipality Membership Form/Invoice

Name of Municipality		
Address:		
Phone:	Fax:	
E-Mail:		<del></del>
Contact Person:		
Yes, the Municipality of		would like to renew its Annual
	Neighborhoods, USA (NUSA). We recognize the cipality and is committed to creating an environmental process.	
Enclosed is our Annual Me Electronic payment may be	embership Fee in the amount of <u>\$100</u> e made at <u>www.nusa.org</u>	
Please make payable to	<b>Jeri Pryor</b> Administrative Assistant Neighborhoods, USA (NUSA) PO Box 281	

Neighborhoods, USA (NUSA) is a non-profit organization, I.D.# 52-1184801

Fort Lauderdale, FL 33302

Please visit our website - www.nusa.org



### **NEIGHBORHOODS, USA (NUSA)**

### MEMBERSHIP INFORMATION AND APPLICATION FORM

Neighborhoods, USA (NUSA), is governed by a 21-member board, elected by the Memberships are for staggered three-year terms. Membership for NUSA is open to any Organization, agency or individual that supports Neighborhoods, USA goals and pays Annual dues. Members receive the NUSA newsletter three times per year.

To join NUSA, fill out the application below and mail with a check for the appropriate annual dues amount to:

Jeri Pryor, Administrative Assistant Neighborhoods, USA PO Box 281 Fort Lauderdale, FL 33302

Individual Membership - \$50 Municipality (City/county) - \$100

Corporation/Business Membership - \$150 Youth Membership - \$25

Membership Form/Invoice (please print clearly)

NAME:			
ADDRESS:			
MUNICIPALITY:			
CITY:	STATE:	ZIP CODE:	
TELEPHONE NO:			
E-MAIL ADDRESS:			
CHECK ONE:			
☐ INDIVIDUAL MEMBERSHIP	\$50		
☐ MUNICIPALITY	\$100		
☐ CORPORATION/BUSINESS	\$150		
YOUTH MEMBERSHIP	\$25		

Neighborhoods, USA (NUSA) is a 501(c)(3) non-profit organization Tax I.D. # 52-1184801

Please visit our website - www.nusa.org

Electronic payment may be made at www.nusa.org



### NUSA AFFILIATE PROGRAM

### Neighborhoods, USA Affiliates

In many regions of the country, Neighborhoods, USA is represented by affiliates that provide direct services at the community level. Neighborhoods, USA nationwide affiliate network is a dynamic and geographically diverse force of dedicated neighborhood leaders located in urban and rural areas across the country.

The affiliates are made up of people who actively care about building and strengthening neighborhoods. They are parents, professionals, lay persons, and others who share a commitment to preserving and strengthening neighborhoods.

### How Do I Become A NUSA Affiliate?

Complete the affiliate application below and mail to Neighborhoods, USA at the below address. Upon approval a NUSA Affiliate agreement will be mailed to your organization leadership.

### **How Much Does It Cost?**

There is no charge to become a NUSA Affiliate!



### **AFFILIATE APPLICATION**

Organization Information:				
Name of Organization				
Address used for Organization	n			
City	State		Zip Code	
Web site:	E-ma	nil:		
How many members?	Of these, how n	nany are current N	USA members?	
How often does your organiz	ation meet?			
Does your organization publi	sh a newsletter? Yes No	)		
If yes, how often do you pub	lish a newsletter?			
Primary Contact Informati	on:			
Name:		Title:		
Address:	City:	State:	Zip:	
Email:	Day Ph #:	I	Eve. Ph#:	
Secondary Contact Informa	ntion:			
Name:		_Title:		
Address:	City:	State:	Zip:	
Email:	Day Ph #:	I	Eve. Ph#:	

Upon completion, please mail to: Jeri Pryor, Administrative Assistant Neighborhoods, USA PO Box 281

### Fort Lauderdale, FL 33302

## Neighborhood USA

47th Annual Conference on Neighborhood Concerns &

48th Annual Conference on Neighborhood Concerns







### **DESTINATION EL PASO**



Catherine Huckaby Neighborhoods USA president@nusa.org

Dear Ms. Huckaby,

On behalf of Destination El Paso, I would like to thank you for considering us for the 2023 and 2024 Neighborhood USA Annual Conference on Neighborhood Concerns.

El Paso is the largest international border community in the world and is well-prepared to host your event, with all the essential elements in place. Our airport offers frequent daily flights provided by eight major carriers and you will find over 10,000 hotel rooms, as well as a variety of restaurants just minutes away from our downtown convention center. Situated at the western tip of Texas and southernmost tip of the Rocky Mountains, El Paso is a cultural hub with delectable food and a naturally hospitable community where 3 states and 2 nations come together as one.

We are also excited to share that El Paso is experiencing unprecedented growth and development. In the last few years, the city has changed drastically and will continue to do so due to public and private investment projects. Assets such as the new Southwest University Park, home to the Chihuahuas and our new USL soccer team, a zoo expansion, a \$97 million downtown streetcar system, new aquatic facilities, and notable hotel development, position El Paso as a must see for the state and nation. We are also very excited to be partnering with our local Neighborhood Coalition along with numerous city members of El Paso and our sister city of Juarez, Mexico to help bring this amazing event to our community.

Destination El Paso is committed to making your Annual Conference(s) the most successful yet and will offer sponsorship of up to \$19,550. The sponsorship is contingent on a commitment of 800 total room nights picked up, and a minimum of \$77,000 spent in Food & Beverage at one or each of the years. This sponsorship will be applied pro rata, as either a payment directly to the association, in the form as a site fee, as a payment to the facility or as a reduction of charges at our discretion solely in the El Paso Convention Center and/or for in house services provided by the El Paso Convention Center. If chosen, Visit El Paso will be acknowledged as a sponsor during the 2023 and/or 2024 Annual Conference at a level comparable to our financial contribution.

We would like to also officially request May 19th as our presentation day to the board during this year's event, virtually in Fort Worth, TX. We look forward to the opportunity of hosting you - should you have any questions, please feel free to contact me.

Sincerely,

Anthony Mancuso

Director of Convention Sales Development- Visit El Paso



April 12, 2021

Ms. Catherine Huckaby President Neighborhoods USA P.O. Box 281 Fort Lauderdale, FL 33302

Re: NUSA Conference 2023/ 2024

Dear Ms. Huckaby and NUSA Council:

As the President of the CORRIDOR 20 civic association, it is my pleasure and honor to invite the NUSA Conference 2023/2024 to have an authentic Border City experience in our beloved El Paso. The Conference attendees will experience the unique culture of our region, the friendliest hospitality, and beautiful desert sunshine with amazing views of our Franklin Mountains. Passports are recommended for the priceless experience to our Sister City, Ciudad Juarez, Chihuahua, Mexico.

El Paso, Texas, is one of the country's unique communities comprised of two countries (USA and Mexico) and three states (Texas, New Mexico, and Chihuahua, Mexico) sharing the same history with its distinct qualities.

Our Neighborhood Associations are more than ready to host the NUSA Conference 2023/ 2024 and take all attendees on visits to our diverse districts in the City to experience that welcoming home feeling.

We are enthusiastic at the prospect of welcoming the NUSA Conference. CORRIDOR 20 civic association hopes that you choose to experience the culture, warmth, and hospitality that our community offers all its visitors. We look forward to the honor and privilege of being selected as your host city.

"Mi Casa es Su Casa"

Sincerely,

Fabiola Campos-Lopez,

**CORRIDOR20civic association** 

915.920-6210

To Whom It May Concern,

I write this letter in support of the EI Paso Neighborhood Coalition. The Coalition was established in the mid-2000s and has been essential in providing communication, coordination, and collaboration for neighborhood associations and being instrumental in their establishment.

The Neighborhood Coalition provides meetings, newsletters, a website, social media connections, and a central listing of individual neighborhood association resources as provided.

It is an important, primarily self-sustained volunteer addition to the city-provided Neighborhood Services branch of the Department of Community Development. As a body of elected delegates from all neighborhood associations throughout five sectors of the El Paso area, it represents area interests. It allows insight into local needs and additional conduit of communication to and from departments and government of the City of El Paso.

Especially in these isolation times, the Coalition maintained contacts and provided virtual meetings to sustain efforts, provide assistance, and inquire about participants' issues and their environments.

Without the efforts and volunteer services of the elected representatives and participating neighborhood associations validating the Coalition's need, associations would be subjected much stronger to budget fluctuations and have more challenging times to communicate with essential city functions.

On behalf of the North Hills Neighborhood Association, as well as the Neighborhood Watch Association and the El Paso Police Department Northeast Citizen's Advisory Board, we thank the El Paso Neighborhood Coalition and all associated parties for their efforts and participation in bringing in the NUSA Conference to El Paso during 2023 and/or 2024.

Thank you,

Ingo Thomas

North Hills Neighborhood Association, President Neighborhood Watch Association, Board member EPPD Northeast Citizen's Advisory Board, Co-Chair

ingothomas@gmail.com

Ingo Thomas

### PLAYA

12 April 2021

Reference: Letter of Support for NUSA 2023/2024

Dear NUSA Council:

The Playa Neighborhood Association would like to express their support for the bid to bring the NUSA Conference to El Paso, Texas, in 2023 and /or 2024.

Our City's privileged location in the USA and Mexico border makes an exceptional experience for all its visitors. El Paso is among the top 10 safest cities in the United States for three consecutive years. Our City has plenty of facilities to host the NUSA Conference, and there are lots of amenities for every attendee to enjoy their stay.

The best characteristic of El Paso is the friendliness and hospitality of our community. The diverse flavors and unique colorfulness of our culture are awaiting to welcome NUSA Conference attendees.

We are confident that hosting the NUSA Conference would be a great success, and we look forward to discussing how we can best offer our assistance.

Sincerely,

PLAYA
NEIGHBORHOOD
ASSOCIATION

Mission valled

Playa Neighborhood Association

Ivan Lopez

President/Coordinator

playaneighborhoodassociation@gmail.com

CAPITOL OFFICE: Room GE.7 P.O. Box 12068 Austin, Texas 78711 (512) 463-0129



April 14, 2021

Ms. Catherine Huckaby President, Neighborhoods USA (NUSA) P.O. Box 281 Fort Lauderdale, FL 33302

Re: NUSA Conference 2023/2024

Dear President Huckaby and Members of the Board,

As State Senator for Senate District 29 representing five counties in western Texas, it is a pleasure to support the El Paso Neighborhood Coalition and the City of El Paso's invitation to host the Neighborhoods USA (NUSA) 2023/2024 conference in El Paso.

Uniquely located at the westernmost tip of Texas, where two countries and three states are united by one vibrant community, El Paso's natural beauty and rich culture are unparalleled. These attributes, coupled with the nearly year-round sunshine our city receives, a beautifully revitalized downtown, incredible culinary scene, and friendly people, make our little pocket of the state a true hidden gem for tourism and adventure. Our international airport with frequent daily flights allows for convenient travel to and from our city, while our consistent ranking in the Top 10 Safest Cities in America four years in a row gives visitors peace of mind during their stay.

I am confident that El Paso's attractions, cultural richness, warmth, and hospitality will provide an enjoyable and valuable complement to your event.

I join our community's enthusiasm at the prospect of welcoming the 2023/2024 NUSA Conference to our city, and thank you for considering El Paso in your selection process. I hope you will choose to visit us soon. Please don't hesitate to contact my office at (915) 595-5955 should you have any questions.

Sincerely,

César J. Blanco Texas State Senator

District 29

CB/cu



Central El Paso Community Organization 1116 Duke Ct. El Paso, TX 79903 Office: (915) 779-6023

April 07, 2021

Ms. Catherine Huckaby President Neighborhoods USA P.O. Box 281 Fort Lauderdale, FL 33302

Dear Ms. Huckaby and NUSA Council:

As President of Central El Paso Community Organization (CEPCO), a Registered Neighborhood Association with the City of El Paso, it is an honor to present this letter of support to consider El Paso's designation, Texas as a host to the 2023 and/or 2024 NUSA Conference.

CEPCO is one of the active founders of the EI Paso Neighborhood Coalition (EPNC). Since its inception, back in 2003/2004 2004, our members have been the witnesses of many challenges to preserve a united community's values. The current board of the EPNC has shown a high interest in preserving those values, including the collaboration and partnership of all segments that compose our great city. The EPNC healthy partnership with the private sector, law enforcement agencies, education, social services, health, local city and county officials, state, federal officials, and other stakeholders. This diverse collaboration has contributed to El Paso being one of the safest and caring cities nationwide for three consecutive years.

The high sense of commitment, clear communication, and caring are the factors making neighborhood associations serve as the bridge to build strong neighborhoods. EPNC members recognized the current Board leadership for not canceling monthly meetings during the Covid-19 pandemic. Instead, the group was very supportive by offering reliable information and conducting virtual meetings. The motto "El Paso Strong" goes very well with our resilient residents addressing issues of concern and community needs together despite challenging times. Because we are continuously pursuing a better quality of life, we are better together.

Once again, CEPCO is highly eager to recommend El Paso as a host city for the 2023 and/or 2024 NUSA Conference. We are looking forward to welcoming The Neighborhood USA members with our hospitable characteristic to our warm community.

Respectfully,

Cecilia Herrera, Central Planning Area Representative Central El Paso Community Organization A Registered Neighborhood Association with the City of El Paso cecipherrerad@aol.com (915) 779-6023



April 9, 2021

Ms. Catherine Huckaby President Neighborhoods USA P.O. Box 281 Fort Lauderdale, FL 33302

2023-2024 NUSA Conference

Dear Ms. Huckaby and NUSA Board:

On behalf of the El Paso Neighborhood Coalition (EPNC), we would like to extend our gratitude for considering El Paso, Texas as a host for the 2023/2024 NUSA Conference. As the 6th largest city in Texas and the 19th largest in the U.S., El Paso's location is a desirable place for growth and comprises one of the largest bi-national areas in the world.

By bringing 2023/2024 NUSA Conference, EPNC will ensure that we bring value to our attendees. We look forward to diving deeper into conversations on community values and neighborhood challenges, gain further insight from speakers at the top of their field on relevant neighborhood topics, network, and exchanging neighborhood associations best practices with other neighborhood associations leaders from around the region, and meet with vendors and other non-profit organizations who provide services and products to our community.

Currently, El Paso Neighborhood Coalition has 89 active and recognized neighborhood associations citywide; the number of members on our neighborhood associations differs from 15 to 400 members. To add up more, the region is home to a regional population of over 2.5 million. El Paso International Airport includes direct and one-stop air service to most North American cities, allowing easier access to our region. We are looking to showcase everything El Paso offers, from its breathtaking views of our sister city of Ciudad Juarez and our Franklin Mountains to our Triple-A Minor League ballpark home, the 2016 Pacific Coast League Champions- the El Paso Chihuahuas. On a different note, but with the same purpose, El Paso stands out for the diversity of its flavors and colors but, overall, for the friendliness of its community.

Please accept this letter as proof of our support for the 2023/2024 NUSA Conference. EPNC is enthusiastic about adding El Paso as a host city, and we are looking forward to welcoming The Neighborhood USA members to our vibrant, regional community.

Respectfully,

Fabiola Campos-Lopez, Chair

**El Paso Neighborhood Coalition** 



Ciudad Juárez, Chihuahua, México a 6 de abril de 2021.

A quien corresponda NUSA Conference 2023/2024 Presente. -

Asunto: Apoyo de candidatura

al Congreso

NUSA brinda oportunidades para que diversas personas y organizaciones, compartan sus ideas, valores y experiencias para construir comunidades más fuertes. En este sentido es una oportunidad para que El Paso Neighborhood Coalition, (EPNC) concurse por NUSA Conference 2023-2024 y así ser anfitrión de la Región Paso del Norte la Ciudad de El Paso, Texas; Las Cruces, Nuevo Mexico y Ciudad Juárez, Chihuahua. Es decir, dos países y tres estados.

Ciudad Juárez, conforma el encuentro en la frontera con El Paso Texas, en este vínculo bicultural la Misión de Nuestra Señora de Guadalupe (fundada el 8 de diciembre de 1659), como parte del Camino Real Tierra adentro, así como testigo de la venta de La Mesilla (Gadsden Purchase, en Estados Unidos), representa igualmente el inicio y el fin de la revolución mexicana, la comunidad cuenta con el Museo de la Revolución (MUREF); además su intensa participación en otros momentos como la Ley Seca (1920), la 2ª. Guerra Mundial y la entrega de El Chamizal (octubre, 1967) y hoy lo representa la Palza de la Mexicanidad conocida como la "X".

Sin duda será la oportunidad de reflejar el vínculo de las comunidades en el NUSA Conference 2023-2024 al cual será un placer sumarnos con ponencias y conferencias magistrales de acuerdo la oportunidad del congreso con los especialistas que pertenecen a esta organización no gubernamental.

Atentamente

Dr. Tomás J. Cuevas Contreras Presidente

c.c.p. Sra. Fabiola Campos-Lopez, presidente en el El Paso Neighborhood Coalition. EPNC. Archivo.

Juarez City, Chihuahua, Mexico, April 6<sup>th</sup> ,2021.

To whom it may concern NUSA Conference 2023-2024 Attention.-

We highly recognized the NUSA Conference organizers who offer the opportunity to share ideas, values, and experiences to build stronger communities. We support El Paso Neighborhood Coalition in their effort to bring The NUSA Conference 2023/2024. It will showcase the Paso del Norte Region, including El Paso, Las Cruces, and Juarez, better said two Countries, three States. We would be very excited to be part of and add up our efforts to participate in the conference workshops with our specialized members' participation.

Sister Cities, Juarez, and El Paso lie along the borderline between Mexico and the United States; both share a very intense cultural background. The Nuestra Senora de Guadalupe Mission, the El Camino Real Tierra Adentro Trail, The Mexican Revolution events, the Ley Seca 1920 influence are historical events defining our region. The WWII and the return of El Chamizal Park in 1967 are also historical events uniting our communities with their past and present. Nowadays, the importance of the vibrant commercial zone starting since 1970.

If We could be of further assistance, please feel free to reach out.

Thank you for your attention,

Dr. Tomas Jesus Cuevas-Cervantes Vice-President



Ciudad Juárez, Chihuahua, México a 6 de abril de 2021.

A quien corresponda NUSA Conference 2023-2024 Presente. -

Antepongo un saludo a los organizadores de NUSA, quienes brindan oportunidades para, compartir ideas, valores y experiencias, con la finalidad de construir comunidades fuertes. De manera que es una oportunidad para la Región Paso del Norte la Ciudad de El Paso, Texas; Las Cruces, Nuevo Mexico y Ciudad Juárez, Chihuahua. A través de El Paso Neighborhood Coalition, (EPNC) ser sede de NUSA Conference 2023-2024. De manera que es un placer otorgar el apoyo y sumarse en su oportunidad con ponencias y conferencias magistrales al congreso con los especialistas miembros.

Las ciudades hermanas de Ciudad Juárez, y El Paso Texas, en la frontera México-Estados Unidos conforman un entorno cultural que comparten intensamente. La Misión de Nuestra Señora de Guadalupe de 1659, el Camino Real Tierra adentro, así como testigo activo en la Revolución Mexicana, y la influencia de la Ley Seca de 1920), como la 2ª Guerra Mundial y la entrega de El Chamizal en 1967, unen el pasado con el presente a las comunidades, ahora con la manufactura a partir de 1970.

Quedo de ustedes para cualquier duda o aclaración.

Atentamente

Dr. Tomás Jesús Cuevas-Contreras

**Vice-Presidente** 

C.c.p. Sra. Fabiola Campos-Lopez, presidente en el El Paso Neighborhood Coalition. EPNC.

Dr. Sergio Salmerón Manzanares, presidente del Colegio Nacional de Turismólogos, Hotelería y Gastronomía.

Vicepresidentes y Consejo Directivo.

Archivo.

To whom it may concern NUSA Conference 2023/2024 Attention.-

Letter of Support for NUSA Conference application submission.

NUSA offers diverse communities and organizations the opportunity to share their ideas, values, and practices to build strong neighborhoods. NUSA mission goes accordingly for El Paso Neighborhood Coalition(EPNC) to bring in NUSA Conference 2023/2024 to El Paso. The Paso del Norte Region, City of El Paso, Las Cruces, New Mexico and Ciudad Juarez, Chihuahua Mexico is the perfect scenario for a successful Conference. Better said, two Countries and three States.

The city of Juarez meets with El Paso, Texas in the Borderline with Mexico, The Nuestra Senora de Guadalupe Mission (founded December 8th, 1659), it is a focal point to the Camino Real Tierra Adentro Trail, witnessed the Mesilla area sale (Gadsden Purchase, USA) the region represents the beginning and end of the Mexican Revolution, its history is exposed at the Revolution Museum. (MUREF); also, several historical events, including La Ley Seca, Alcohol Prohibition (1920), WWII, and the El Chamizal area, return from the US to Mexico (1967), which now is represented on Plaza de la Mexicanidad known as the "X."

We are confident that the NUSA Conference 2023/2024 will reflect the Binational interaction existing between our two communities, El Paso and Juarez's City, if given the opportunity. It will be our pleasure to collaborate with the Conference itinerary to assist with workshop participation, panelist collaboration with our historical and cultural background expertise belonging to our non-profit, Cultural organization.

Thank you for your attention.

Dr. Tomas J. Cuevas Contreras President

## 5 WAYS El Paso ROCKS YOUR BUDGET



### 1) MORE FOR YOUR MONEY

The way El Paso can deliver on a budget will spoil you unlike anywhere else. We can do things the big cities can't, like offer an authentic Mexican-food tour, Broadway show tickets and a Triple-A baseball experience ... all without breaking the bank.



### 2) THE ROYAL TREATMENT

You and your group get red-carpet treatment here. Mariachi greeting at the airport? Done. A tour of artisan bootmaker shops? You got it. A guided hike through the majestic Franklin Mountains? Say no more. We give new meaning to V.I.P.



### 3) A DOWNTOWN REVIVAL

Downtown El Paso is in the midst of a renaissance. With a \$500 million investment and several big projects underway, El Paso is experiencing unprecedented growth! If it's been a while since you've had your meeting here, you'll be stunned when you see what's been going on. The return of our vintage streetcars. An art-filled city square. New shops. New clubs. New restaurants. Plus, new hotels are on the way, doubling our number of rooms!



### 4) OUR WALKABLE CITY CENTER

Within a couple of blocks of our convention center, you'll find an award-winning Triple-A ballpark, art and history museums, a restored motion picture palace, street food, cool bars, great nightlife ... the list goes on. Forget the shuttles — it's all right here.



### **5) NEW SPORTS VENUES**

El Paso has more than 300 days of mild, sunny weather, so there's never a wrong time for a tournament. We're also putting in new fields, courts, diamonds and an 80-acre sports complex. Plus a brand-new aquatic center with an Olympic-sized pool and 700+ seats is now open! And did we mention we're home to the largest urban state park in the nation? We'll get you on a hiking or biking tour in minutes.



# Why El Paso











# Accessibility











## El Paso International Airport



Southwest Airlines, a low-cost airline, is the largest in the world by number of passengers carried per year. Southwest is El Paso's primary carrier with over 21 non-stop daily flights to and from El Paso International Airport. Denver became the newest city to be included in non-stop service.



American Airlines is the world's second largest airline in passenger miles transported. American operates scheduled flights throughout the United States with 18 of those flights traveling to and from El Paso International Airport.



With service to El Paso, United Airlines' hubs include major airports such as Denver International Airport, Los Angeles International Airport, O' Hare International Airport, San Francisco International Airport and Washington Dulles International Airport. United provides service to El Paso with nine daily flights.



Delta Airlines, based in Atlanta, Georgia, is one of the largest airlines worldwide, With extensive domestic and international flights. Delta provides two daily service flights to and from El Paso, via Atlanta International Airport, Delta's largest hub, operating 1,000 flights a day.



Las Vegas-based Allegiant Air operates a low-cost, high-efficiency, all-jet passenger airline while offering other travel-related products such as hotel rooms, rental cars and attraction tickets. Allegiant offers nonstop year-round service to and from El Paso from Las Vegas, San Diego and Oakland.



Frontier Airlines, headquartered in Denver, currently serves more than 80 cities throughout the United States, Mexico, and the Dominican Republic. Frontier offers non-stop service from El Paso to Denver, Chicago, and Las Vegas.



Alaska Airlines, headquartered in Seattle, Washington, has flights to more than 100 destinations to include the contiguous United States, Alaska, Hawaii, Canada, Costa Rica, and Mexico. Alaska Airlines began non-stop service to and from El Paso to San Diego and Seattle beginning February 2019.



Boutique Air will begin twice-daily non-stop service from El Paso to Carlsbad, NM with continuing service to Albuquerque. Boutique Air has agreements with both American Airlines and United Airlines to connect flights in their network. United Mileage Plus members accrue miles for all flights booked through United Airlines.

### **Rental Car Agencies available:**

Alamo, Avis, Budget, Dollar, Enterprise, Hertz, National and Thrifty

Lyft & UBER are also available in El Paso.



## Flight Destinations

AUSTIN

1.5 HOUR FLIGHT

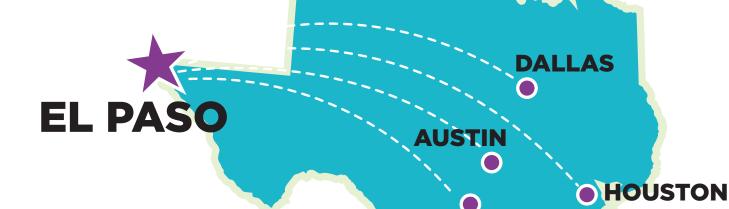
1.5 HOUR FLIGHT

1.5 HOUR FLIGHT

2 HOUR FLIGHT

SAN ANTONIO

1.5 HOUR FLIGHT





If you're traveling with a group of ten or more people, their Group Travel Program is for you! The program provides extra flexibility and discounted air fare to help make your travel experience affordable, easy, and fun. Simply call 1-800-433-5368 Monday - Friday 5:00am - 12:00am.

**SAN ANTONIO** 



They offer group fares and amenities for 10 or more people traveling together to a common destination as well as special pricing for leisure, incentive and company meeting travel. Simply call 1-800-221-2255.



# Non-Stop Flights to/from El Paso, Texas



ATLANTA	3 HOUR FLIGHT	LOS ANGELES	2.5 HOUR FLIGHT
AUSTIN	1.5 HOUR FLIGHT	OAKLAND (NEW SERVICE)	2.75 HOUR FLIGHT
CHICAGO	3 HOUR FLIGHT	ORLANDO (NEW SERVICE)	3.5 HOUR FLIGHT
DALLAS	1.5 HOUR FLIGHT	PHOENIX	1.5 HOUR FLIGHT
DENVER	2 HOUR FLIGHT	SAN ANTONIO	1.5 HOUR FLIGHT
HOUSTON	2 HOUR FLIGHT	SAN DIEGO (NEW SERVICE)	2 HOUR FLIGHT
LAS VEGAS (NEW SERVICE)	2 HOUR FLIGHT	SEATTLE (NEW SERVICE)	3.5 HOUR FLIGHT



## Downson ELPASO



## Accommodations







## Deluxe Accommodations







With over 10,000 quality rooms, El Paso offers participants and their guests a variety of accommodations representing all major brands. Our unprecedented growth in lodging options allows a range of amenities at affordable rates; never sacrificing quality, comfort, or service.

#### ALOFT EL PASO DOWNTOWN

Opened in June 2018, Aloft El Paso is a great addition to the downtown area, adding 89 rooms with urban-influenced design, accessible technology and a social scene that is always humming. Within its Art Deco exterior, the updated O.T. Bassett Tower houses stylish rooms, buzzing public spaces and upscale dining. Located within walking distance of the El Paso Convention Center, downtown museums and the historic Plaza Theatre.

Lisa Ripley – Director of Sales and Marketing – 915.351.7990

Room block pattern: Tuesday- 25, Wednesday- 25, Thursday- 25, Friday- 25, Saturday- 25

Rate: \$121.00 per room, per night plus tax both dates

### COURTYARD BY MARRIOTT DOWNTOWN EL PASO

Opened in July 2018, downtown El Paso's newest hotel includes 151 contemporary rooms, swimming pool and bistro & bar. Located within walking distance from the El Paso Convention Center and across the street from Southwest University Park, home of the El Paso Chihuahuas.

Melissa Correa - Director of Sales & Marketing – 915.342.1403

Room block pattern: Tuesday- 25, Wednesday- 125, Thursday- 125, Friday- 125, Saturday- 50

Rate: \$139.00 per room, per night plus tax both dates

#### DOUBLETREE BY HILTON DOWNTOWN

In the heart of downtown, the Doubletree Hotel is a stylish, contemporary hotel. The 200 guest rooms boast a long list of as well as a variety of spaces to accommodate any type of event. The property is conveniently located in the Museum District, walking distance to the El Paso Convention Center and overlooks El Paso's Southwest University Park, home of the El Paso Chihuahua's. The hotel does offer shuttle service to and from the airport, just 10 minutes away.

Melissa Correa - Director of Sales & Marketing - 915.342.1403

Room block pattern: Tuesday- 25, Wednesday- 125, Thursday- 125, Friday- 125, Saturday- 50

Rate: \$139.00 per room, per night plus tax both dates

### **EMBASSY SUITES**

Located off I-10 and minutes from the airport, this recently remodeled hotel has 187 spacious suites, each with separate living area and private bedroom. Property amenities include an on-site café, lounge, evening room service, 24-hour Pavilion Pantry Market, indoor pool, fitness center and patio. The hotel offers just over 5,400 sq. ft. of event space, an extensive catering menu and A/V equipment rental. Prepare for a meeting in the 24-hour business center. Complimentary shuttle service to the airport and locations within a three-mile radius available.

Laura Lozano - Director of Sales - 915.779.8846

Room block pattern: Tuesday- 25, Wednesday- 50, Thursday- 50, Friday- 50, Saturday- 50

Rate: \$141.00 per room, per night plus tax 2023 Rate: \$144.00 per room, per night plus tax 2024

## Deluxe Accommodations







#### **HOTEL INDIGO**

Opened in February 2016, this beautifully renovated upscale, boutique hotel features 119 rooms, a rooftop pool and on-site restaurant all within walking distance of the El Paso Convention Center and arts/entertainment districts. Guest rooms boast unique décor, plush linens, spa-inspired showers and spacious work areas.

Ariadna Baylon – Director of Sales – 915.532.5200

Room block pattern: Tuesday- 25, Wednesday- 25, Thursday- 25, Friday- 25, Saturday- 25

Rate: \$119.00 per room, per night plus tax 2023 Rate: \$121.00 per room, per night plus tax 2024

### **HOTEL PASO DEL NORTE**

Originally opened in 1912, this landmark in the heart of El Paso's revitalized downtown is adjacent to the convention center and offers 350 Texas-sized rooms and suites. The "World Famous" Tiffany styled Dome continues to grace the lobby bar of the hotel and is a testament to beauty of this historic property. In 2016, plans were announced that the property will undergo a \$100 million renovation/restoration and reopened in October 2020. The hotel is located 15 minutes away from the airport and boasts a significant amount of hotel meeting space as well.

Gladys Gonzalez - Sales Manager - 915.449.6320

Room block pattern: Tuesday- 25, Wednesday – 100, Thursday- 100, Friday- 100, Saturday- 100

Rate: \$158.00 per room, per night plus tax 2023 Rate: \$162.00 per room, per night plus tax 2024

### **HYATT PLACE**

Located in the heart of the city on Interstate-10, the hotel offers easy access to

downtown, the International Bridges to Juarez, Mexico, and many local attractions, including

the El Paso Zoo, Chamizal National Park and Fort Bliss Army Base. Hyatt Place also offers the perfect setting for your meeting or event. The hotel offers 1,586 square feet of flexible meeting and event space, state-of-the-art technology, and free Wi-Fi throughout the hotel. Enjoy free shuttle service to the airport, malls, and restaurants within a three-mile radius of the hotel.

Rebecca Diaz - Director of Sales - 915.771.0022

Room block pattern Tuesday- 0, Wednesday- 50, Thursday- 50, Friday- 50, Saturday- 0

Rate: \$119.00 per room, per night plus tax both dates

## Venues









## Judson F. Williams Convention Center

El Paso's Convention Center is located in the heart of downtown, just minutes from the El Paso International Airport.





### Across the Street

The Hotel Paso del Norte and Doubletree hotels are within walking distance of the Judson F. Williams Convention Center, and so are major museums, Arts Festival Plaza and the historic Plaza Theatre Performing Arts Centre.

### Parking

At reasonable rates, the center offers a two-level underground parking garage with 975 parking spaces, including 32 handicap parking spaces, and parking ceiling clearance is 6'5".

### Event Staff

A team of ushers, security personnel, ticket-takers, house attendants, and EMT and skilled-labor personnel is available.

### Unique Meeting Space

With \$7.2 million in renovations to the convention center plaza, the venue offers uniquely shaded outdoor space to take advantage of El Paso's ideal weather year-round.

### Shipping

We can hold freight pickups upon arrangement with your shipping company. For outgoing shipments, we offer shipping assistance, drayage and more.

### Security

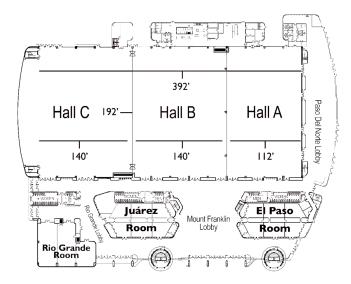
The facility is secured 24 hours with closed-circuit-TV monitoring. Security staff is also available to assist the disabled.

## Judson F. Williams Convention Center



## Judson F. Williams Convention Center Features

- 133,100 sq. ft. of total usable space
- 80,000 sq. ft. of columnless space
- 14,900 sq. ft. of additional meeting space
- 3 halls
- 17 break-out rooms



### Additional Facility Features

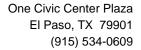
- Ceiling height: 28 ft.
- Flood load capacity: 135 lb. per sq. foot
- Three access doors:
- Dock A: 26' wide x 15' high
- Docks B & C: 19' wide x 15' high
- Voice, data, water, electrical, gas and compressed air available
- Computerized lighting, new HVAC system, graceful architecture, new sound system

						Booth	Booth
Room	Sq. Ft.	Theater	Classroom	Banquet	Reception	8 x 10	10 x 10
Hall A	21,000	2,100	1,400	1,400	3,000	131	105
Hall B	27,000	2,700	1,800	1,800	3,800	168	135
Hall C	32,000	3,200	2,100	2,100	4,500	200	160
Hall A & B	48,000	4,800	3,200	3,200	6,800	300	240
Hall B & C	59,000	5,900	3,900	3,900	8,400	368	295
Hall A, B, C	80,000	8,000	5,300	5,300	11,400	500	400
El Paso Room*	4,200	420	280	280	600	26	21
Juárez Room*	4,200	420	280	280	600	26	21
Rio Grande Room**	4,700	470	300	300	670	29	23
Las Palmas Del Sol Room	1,400	140	90	90	200	8	7
Mt. Franklin Board Room	400	Permane	nt set with boar	d-room table	for 13		
Mt. Franklin Lobby	23,200	Main Lob	by				
Paso Del Norte Lobby	13,000	Prefuncti	on Area				
Rio Grande Lobby	2,000	Prefuncti	on Area				

- \* Can be divided into six break-outs.
- \*\* Can be divided into three break-outs

### Services Available

- Audio Visual Equipment Rental
- Decorating Services
- Electrical
- In-House Food & Beverage
- Promotion Assistance
- · Wireless Internet Access
- Certified First Aid
- CPR Certified





Created: 4/7/2021 Expires: 4/24/2021

### Neighborhood USA May 7 - May 11, 2024

<u>Day</u> 2024	<u>Time</u>	<u>Function</u>	Set Up	<b>Location</b>	<u># pp.</u>	<u>Rental</u>
Tues 5/7	8:00AM 5:00PM	Move-in	Existing	Hall A, B El Paso Room	Flow Flow	*
Wed 5/8	TBD	Registration	Existing	Mt. Franklin Lobby	Flow	*
3/6	TBD	Opening Evening Reception	Rounds	Hall A	700	\$1,500.00
	TBD	Table Top Exhibits	Table Tops	Hall B		\$2,200.00
	TBD	Directors Meeting Room	U Shape	El Paso Room		\$750.00
Thurs 5/9	TBD	Registration	Existing	Mt. Franklin Lobby	Flow	*
	TBD	Opening Breakfast/Awards	Rounds	Hall A	700	\$1,500.00
	TBD	Table Top Exhibits	Table Tops	Hall B		\$2,200.00
	TBD	Directors Meeting Room	U Shape	El Paso Room		\$750.00
Fri 5/10	TBD	Registration	Existing	Mt. Franklin Lobby	Flow	*
	TBD	Continental Breakfast	Rounds	Hall A	700	\$1,500.00
	TBD	Table Top Exhibits	Table Tops	Hall B		\$2,200.00
	TBD	Awards Luncheon	Rounds	Hall A	700	*
	TBD	Directors Meeting Room	U Shape	El Paso Room		\$750.00
Sat 5/11	TBD	Continental Breakfast	Rounds	Hall A	700	\$1,500.00
	TBD	Table Top	Table Tops	Hall B		\$2,200.00

**Exhibits** 

TBD	Closing Luncheon	Rounds	Hall A		*
TBD	Move-out	Existing	Hall A, B El Paso Room	Flow Flow	*

### **Total Room Rental**

\$17,050.00

Room rental in the amount of \$17,050.00 will be waived with a minimum purchase of \$77,000.00 in Food & Beverage sales.

#### **ESTIMATED EXPENSES:**

Χ	Wifi Buyout @ \$2,500.00	TBD
Χ	Event Staff @ \$17.00 per hour, per staff	TBD
Χ	Security @ \$20.00 per hour, per guard per day	TBD
Χ	EMT @ \$35.00 per hour per day	TBD
Χ	Chair @ \$1.00 each	TBD
Χ	11" x 20' Projection Screens @ \$300.00 each per day	TBD
Χ	10k Lumen Projector @ \$500.00 each per day	TBD
Χ	Wireless Microphones @ \$65.00 each per day	TBD
Χ	4ft x 8ft Stage Section @ \$34.00 per section	TBD
Χ	Electrical Drops @ \$75.00 each	TBD
Χ	Drayage, Crated Material, Up to 100 lbs @ \$55.00	TBD
Χ	Drayage, Uncrated Material, Up to 100 lbs @ \$75.00	TBD
Χ	A/V Technician @ \$33.00 per hour	TBD
Χ	Production Coordinator @ \$45.00 per hour	TBD
Χ	In House System+1 Mic (breakout room) @ \$100.00 per day	TBD
Χ	In House Sound System+1 Mic (Hall) @ \$200.00 per day	TBD
Χ	Microphones @ \$65.00 each, per day	
Χ	Covid Cleaning Fee @850.00	\$850.00

Estimated Expenses	TBD
Room Rental & Equipment Total	TBD

Items shown as TBD or "to be determined" are not included, but will be billed accordingly based on actual equipment use and actual staff hours.

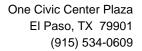
Liability/Property damage insurance with coverage of \$1,000,000.00 combined single limit is required.

This proposal does not constitute any form of legal agreement or contract and does not guarantee any use of space or any rates for labor, equipment, personnel, or box office charges. Only a tbd User Agreement fully executed by the General Manager of the El Paso Convention and Performing Arts Centers (EPCPAC) will be recognized as an agreement between EPCPAC and User

By initialing below, you are acknowledging the estimated price of having your event at our venue and stating that you would like to proceed forward with a User Agreement.

Initials:			

<sup>\*</sup> Denotes rental which is included in the total room rental.





Created: 4/7/2021 Expires: 4/24/2021

### Neighborhood USA May 9 - May 13, 2023

<u>Day</u> 2023	<u>Time</u>	<u>Function</u>	Set Up	<b>Location</b>	<u># pp.</u>	<u>Rental</u>
Tues 5/9	8:00AM 5:00PM	Move-in	Existing	Hall A, B El Paso Room	Flow Flow	*
Wed	TBD	Registration	Existing	Mt. Franklin Lobby	Flow	*
5/10	TBD	Opening Evening Reception	Rounds	Hall A	700	\$1,500.00
	TBD	Table Top Exhibits	Table Tops	Hall B		\$2,200.00
	TBD	Directors Meeting Room	U Shape	El Paso Room		\$750.00
Thurs 5/11	TBD	Registration	Existing	Mt. Franklin Lobby	Flow	*
	TBD	Opening Breakfast/Awards	Rounds	Hall A	700	\$1,500.00
	TBD	Table Top Exhibits	Table Tops	Hall B		\$2,200.00
	TBD	Directors Meeting Room	U Shape	El Paso Room		\$750.00
Fri 5/12	TBD	Registration	Existing	Mt. Franklin Lobby	Flow	*
	TBD	Continental Breakfast	Rounds	Hall A	700	\$1,500.00
	TBD	Table Top Exhibits	Table Tops	Hall B		\$2,200.00
	TBD	Awards Luncheon	Rounds	Hall A	700	*
	TBD	Directors Meeting Room	U Shape	El Paso Room		\$750.00
Sat 5/13	TBD	Continental Breakfast	Rounds	Hall A	700	\$1,500.00
	TBD	Table Top	Table Tops	Hall B		\$2,200.00

Exhibits

TBD	Closing Luncheon	Rounds	Hall A		*
TBD	Move-out	Existing	Hall A, B El Paso Room	Flow Flow	*

#### **Total Room Rental**

\$17.050.00

Room rental in the amount of \$17,050.00 will be waived with a minimum purchase of \$77,000.00 in Food & Beverage sales.

#### **ESTIMATED EXPENSES:**

Χ	Wifi Buyout @ \$2,500.00	TBD
Χ	Event Staff @ \$17.00 per hour, per staff	TBD
Χ	Security @ \$20.00 per hour, per guard per day	TBD
Χ	EMT @ \$35.00 per hour per day	TBD
Χ	Chair @ \$1.00 each	TBD
Χ	11" x 20' Projection Screens @ \$300.00 each per day	TBD
Χ	10k Lumen Projector @ \$500.00 each per day	TBD
Χ	Wireless Microphones @ \$65.00 each per day	TBD
Χ	4ft x 8ft Stage Section @ \$34.00 per section	TBD
Χ	Electrical Drops @ \$75.00 each	TBD
Χ	Drayage, Crated Material, Up to 100 lbs @ \$55.00	TBD
Χ	Drayage, Uncrated Material, Up to 100 lbs @ \$75.00	TBD
Χ	A/V Technician @ \$33.00 per hour	TBD
Χ	Production Coordinator @ \$45.00 per hour	TBD
Χ	In House System+1 Mic (breakout room) @ \$100.00 per day	TBD
Χ	In House Sound System+1 Mic (Hall) @ \$200.00 per day	TBD
Χ	Microphones @ \$65.00 each, per day	
Χ	Covid Cleaning Fee @850.00	\$850.00

Estimated Expenses	TBD
Room Rental & Equipment Total	TBD

Items shown as TBD or "to be determined" are not included, but will be billed accordingly based on actual equipment use and actual staff hours.

Liability/Property damage insurance with coverage of \$1,000,000.00 combined single limit is required.

This proposal does not constitute any form of legal agreement or contract and does not guarantee any use of space or any rates for labor, equipment, personnel, or box office charges. Only a tbd User Agreement fully executed by the General Manager of the El Paso Convention and Performing Arts Centers (EPCPAC) will be recognized as an agreement between EPCPAC and User

By initialing below, you are acknowledging the estimated price of having your event at our venue and stating that you would like to proceed forward with a User Agreement.

Initials:			

<sup>\*</sup> Denotes rental which is included in the total room rental.

# Attractions







# Local Attractions

#### **Missions**

The historic Mission Trail area on El Paso's far-east side is worthy of a half-day trip for a look at three very old churches, originally built during the 1600-1700s. Some are still used regularly for services, and reconstruction on them, given their age, seems to be eternal. Also, along the Mission Trail you'll find the Los Portales Museum in San Elizario, the Tigua Cultural Center and Licon Dairy, all of which will make this excursion more fun and interesting.



#### Museums

The El Paso Museum of Art houses a permanent collection of more than 6,000 works of art, including the Samuel H. Kress Collection of European Art from the 13th-18th centuries; American art from the 19th to the 21st century; and Mexican colonial art and retablos from the southwestern United States and Mexico. The El Paso Museum of History opened in June of 2007 with El Paso A to Z, a three-dimensional, immersive and encyclopedic look at El Paso's most colorful and varied stories, and The Changing Pass, which carries visitors through an overlapping, 400-year chronology of regional history. The museum also features temporary exhibits related to the region's complex multicultural history. Admission is free, however there may be a fee associated with traveling exhibits.



#### **Shopping**

El Paso is home to a matchless collection of locally owned Southwest treasures. Our retailers represent a three-state, two nation variety of multicultural items and accents. Pack comfortable shoes and shop to your heart's content. Looking for some familiar places? Enjoy the newest open-air shopping plaza, the Fountains at Farah which include popular stores like West Elm and JCrew. Located right across the street is Cielo Vista Mall complete with anchor stores that include H&M, Macy's and Dillard's. Additionally, you can find some of the best deals at the Outlet Shoppes at El Paso which is home to Michael Kors, Banana Republic and many more.



#### El Paso Zoo

The 36 acre El Paso Zoo serves as a regional center for family fun, education, and conservation efforts for wildlife and habitats. Along with a new five tree houses blended into one giant playground, imagination filled; The Foster Tree House Playground. Currently, the Zoo is home to over 220 species of animals including mammals, reptiles, amphibians, fish, and invertebrates from around the world in several habitat exhibits, The Zoo also offers two cafés and the Safari Outfitters Gift Shop. In 2012, the Zoo was approved for \$50 million to complete the Master Plan that is the framework for moving the Zoo forward in an exciting direction. The Zoo will see major improvements including a wildlife amphitheater to showcase demonstrations with live animals.



# Regional Attractions

#### **Sunland Park Racetrack & Casino**

Located 10 minutes from downtown El Paso. SPR&C offers I quarter horse and thoroughbred racing from December 12 thru April 30. The casino floor offers a view of the racetrack as well as simulcast racing. From \$.01 to %5.00 machines, SPR&C offers over 700 state of the art slot machines. The casino is open 365 days a year Sunday through Wednesday from 10am to 1am, Thursday 10am-2am, Friday and Saturday from 10 am to 4am. We offer over 700 slot machines including: Wheel of Fortune, Monopoly, Ultimate Texas hold-em and Black Jack, Triple Red Hot 7, Double 3X4X5XDiamond, Cleopatra, Deal of No Deal, Ft,. Knox, Super Flaminghot 10X, Mariachi Madness. Pharaoh's Fortune.



#### Inn of the Mountain Gods

Enjoy the best in Las Vegas-style gaming in the Southwest at both of our casinos Inn of the Mountain Gods and Casino Apache Travel Center. From penny slots to a complete complement of table games including Blackjack, Craps, Poker, Three and Four Card Poker, Roulette, Ultimate Texas Hold 'em Poker and Mississippi Stud...plus great gaming promotions that never end! Also enjoy our smoke free slot room! All Aboard America now provides motor coach service to the Inn of the Mountain GodsResort and Casino and Casino Apache Travel Center. The shuttle departs El Paso every Tuesday, Wednesday and Thursday beginning at 7:00am and returns to El Paso at 6:00pm.



#### Zin Valle

Nestled between the majestic Franklin Mountains and the high plains where the Rio Grande cuts a lush green valley through the desert creating the Mesilla Valley Appellation is family-owned Texas wine makers Zin Valle Vineyards. The cool river valley brings together traditions, passions and inspiration. It is this union of emotions and a way of life that inspired our wine. Our Texas wines are more than a reflection of our personal dedication to making world-class wines. They represent our culture and desire to share all that means in one of life's finer pleasures. Handcrafted wines with true Texas spirit. Zin Valle - made in the place where the star touches the mountain. Salud!



#### La Viña

Nestled near the Rio Grande, this 15,000 gallon winery boasts its bright and red Zinfandels and bold Chardonnays. As one of New Mexico's oldest wineries, La Viña produces some of the best wines in the State of New Mexico and the southwest. Wine making began in the Rio Grande Valley as early as 1682, with the coming of Franciscan priests, who produced wine for their mass. Today, that wine making tradition continues. Nestled near the Rio Grande, this 15,000 gallon winery boasts its bright and red Zinfandels and bold Chardonnays. As one of New Mexico's oldest wineries, La Viña produces some of the best wines in the State of New Mexico and the southwest. Wine making began in the Rio Grande Valley as early as 1682, with the coming of Franciscan priests, who produced wine for the mass. Today, that wine making tradition continues.



# Cattleman's Steakhouse







**Cattleman's Steakhouse** at Indian Cliffs Ranch is on the must-see list for anyone living in or traveling through West Texas. The steakhouse is situated on an actual working ranch and is surrounded by miles of beautiful desert scenery.

Come enjoy a spectacular sunset over one of the award-winning steaks or spend the afternoon touring the ranch. They have buffalo, longhorns, ostriches and even a rattlesnake pit. Kids will have a blast at the huge Fort Apache playground and Indian Maze. On Sundays, they offer hayride tours out to the Courage Under Fire movie set and surrounding cliffs.

Cattleman's Steakhouse features award-winning aged, hand cut, prime and choice steaks as well as mouth-watering mesquite-smoked BBQ and delicious seafood including Lobster and Shrimp.

Banquet facilities offer a colorful merging of elegance with a true west ambiance and encompasses a wide array of space and scenery - perfect for any event. They offer six banquet facilities on-site, accommodating guests from 15 up to 4,000.

The restaurant has been praised in numerous 'best of' lists including:

- "Manliest Steakhouse in America, 2012" by Men's Health Magazine.
- Featured on Discovery America's *Destination Steak* as one of the best steakhouses in the US. Discover America is owned by the Discovery Channel.
- Featured on the Travel Channel's show Food Paradise as one of the best steakhouses in the US.
- Voted one of the top ten restaurants in Texas by the readers of *Texas Highways*, twice!
- "Best Steakhouse in El Paso" by El Paso Times readers Every year.
- "Best Steak in the Country" Michael Stern with People Magazine.

For more information, please visit www.cattlemansranch.com



# El Paso Night Life







#### **Downtown and Union Plaza Entertainment Districts**

Tucked away in the heart of El Paso, the Downtown and Union Plaza Entertainment Districts house an assortment of nightclubs and restaurants. Whether you want to check out exciting nightclubs, unique restaurants or a dive bar for a bit of local live music, downtown has it all.

501 Bar and Bistro

501 Texas Ave 915.351.6023

**B-17 Bombers Oyster Pub** 

201 S El Paso St 915-259-8040

**Blackbird** 

533 W. Franklin 915.533.8169

**Briar Patch** 

508 Stanton St 915.577.9555

Chiquita's Bar

310 E Missouri 915.351.0095

Circa 1963

Hotel Indigo 325 N Kansas 915.532.5200

Club Here I Love You

115 S Durango 915.307.7736

**Craft & Social** 305 E. Franklin 915.219.7141

**Deadbeach Brewery** 

406 Durango 855.915.2337

**El Paso Club** 

201 E Main 915.544.1135

**Epic** 

510 N. Stanton 915.888.2000

Fish Bar

200 Anthony St 915.503.1109

**Grey Dog** 

500 N Oregon 915.401.9241

International

114A E. Mills 915.945.7697

Later, Later

109 N Coldwell 915.626.5357

Monarch

204 Rio Grande 915.533.4684 Speak Easy

303 E Franklin 915.351.0445

**Tabla** 

115 Durango, Ste D 915.533.8935

The Tap

408 E. San Antonio 915.532.1848

The Tool Box

506 N Stanton 915.351.1896

The OP Nightclub

301 S Ochoa St 915.303.9211

Vitola's

216 W Franklin Ave 915.626.5625

**Whiskey Blonde** 

518 W San Antonio Ste E 915.231.6422

# El Paso Night Life







#### Cincinnati Entertainment District

Situated in the historic Kern Place neighborhood and near UTEP, this popular district is home to an eclectic nightlife scene; a variety of local restaurants, bars, and locally owned shops and boutiques all within walking distance of each other and something for everyone

Brass Monkey 3233 N Mesa, Ste 103

915.544.2424

Bueller's

4025 N Mesa

Crave

300 Cincinnati 915.351.3677

Crawdaddy's

212 Cincinnati 915.533.9332

**College Dropout** 

207 Cincinnati Ave 915.790.9334

**Ditzy Duck** 

207 Cincinnati 915.222.2222

**Faded Barber** 

214 Cincinnati Ave 915.303.8227

**Fools Gold Bar** 

2700 N Mesa 915.270.9057 Geo Geske, G2

2701 N. Stanton 915.544.4242

**Good Times At 2626** 

2626 N Mesa ST

**Hope and Anchor** 

4012 N. Mesa. 915.533.8010

**Hoppy Monk** 

4141 N. Mesa 915.307.3263

**Lowbrow Palace** 

111 Robinson 915.999.9999

**Ode Brewing Co** 

3233 N Mesa #301 915.351.4377

The Palomino Tavern

205 Cincinnati Ave 915.929.0193

**Pockets Billiards** 

4007 N Mesa St 915.532.2254 Rockin' Cigar Bar & Grill

226 Cincinnati 915.703.3742

**Rubiks Arcade Bar** 

4025 N. Mesa 915.231.6750

Spirit of 66

2712 N Mesa St 915.355.1429



No matter what you are in the mood for, we've got you covered —
From award winning steaks to the most authentic Mexican food you'll ever taste.
Take a peek below- all local establishments - we guarantee your mouth will be watering!

#### Favorites – Various Areas of town

Avila's - Mexican Food

6232 N Mesa – 915-584-3621 - Mon-Thur: 11am-2pm; 4:30pm-8pm Fri-Sat: 11am-8:30pm Sun: 9am-3pm

Cattleman's Steakhouse - Steak House

3450 S Fabens Carlsbad Rd, Fabens TX 79838 - 915 544-3200 - Mon-Fri: 5pm-10pm Sat: 12:30pm-10pm Sun: 12:30pm-9pm

**Eloise** – *Contemporary European food/Vegan friendly, infused liquor and coffee bar* 255 Shadow Mountain – 915-581-2441 – Sun-Tues: 8am-12am Wed-Sat: 8am-2am

**Garufas -** Argentinian

5411 N Mesa - 915 833-6100 - Mon-Thurs: 12pm-10pm Fri: 12pm-11pm Sat: 1pm-11pm Sun: 1pm-8pm

**Independent Burger** - Gourmet Burgers

5001 N Mesa - 915 584-5453 - Mon-Wed: 11am-9pm Thu-Sat: 11am-11pm Sun: 9am-9pm

Kiki's - Mexican

2719 N Piedras - 915 565-6713 - Mon-Thurs: 10:30am-9pm Fri: 10:30am-10pm Sat-Sun: 10:30am-9pm

L&J Café - Mexican

3622 E Missouri Ave - 915 566-8418 - Mon-Wed: 9am-9pm Thu-Sat: 9am-10pm Sun: 9am-9pm

Magic Bistro – American

5034 Doniphan Dr #B - 915.833.2121 - Tues-Sun: 11am-2:30pm Fri-Sat: 5pm-9pm

Rosa's Cantina - Mexican

3454 Doniphan - 915-833-0402 - Mon: 11am-2pm Tue-Thurs: 11am-12am Fri: 11am-2am Sat: 12pm-2am Sun: 12pm-12am

State Line - BBQ/Steak House

1222 Sunland Park Drive - 915-581-3371 - Mon-Thurs: 11:30am-9:30pm Fri-Sat: 11:30am-10pm Sun: 11:30am-9pm

The Riviera/Aceitunas Beer Garden - Mexican/Beer Garden

5218 Doniphan - 915 584-1542 - Mon-Thurs: 8am-9pm Fri-Sat: 7am-9pm Sun: 7am-8:30pm



#### **Downtown Area**

501 Bistro & Bar - Varied Menu

501 Texas Ave #16 - 915 351-6023 - Mon-Thur: 11am-3pm Friday 11am-9pm -

Anson 11 - Fine Dining, Continental Cuisine

303 N. Oregon St - 915 504-7058 - Sun-Thurs 11am-10pm Fri-Sat: 11am-12am -\*Dress code for Fine Dining begins at 5:00pm

**Blackbird** - Full bar, Foodtruck

533 W Franklin Ave - 915-533-8169 - Sun-Wed: 5pm-2am Thurs-Fri: 3pm-2am

Café Central - Fine Dining, Continental Cuisine

109 N. Oregon - 915 545-2233 - Mon-Thurs: 11am-10:30pm Fri- Sat: 11am- 11:30 pm Bar: Mon-Thurs: until Midnight Fri- Sat until 2am

Craft & Social - Bar. Food

305 E. Franklin Ave - 915 219-7141 - Tue: 11am-4pm Wed: 11am-9pm - Thurs-Sat: 11am-11pm -

Dark Horse - Dinner/Bar

115 Durango, Suite C - 915 222-8977 - Wed-Sun 5:00pm-2:00am

**Downtowner / Circa 1963 -** *Restaurant and Bar* 

Hotel Indigo - 325 N Kansas - 915-532-5200

**H&H Coffee Shop** - Mexican

701 E. Yandell - 915 533-1144 - Mon- Sat: 7am- 3pm

**Later**, **Later** - Full Bar – no food

109 N. Coldwell St. - 915-626-5357 - Tue-Thurs: 5pm-2-am Fri-Sun: 3pm-2am

Park Tavern – New American

204 E Mills Ave — 915-228-9050 — Mon-Thurs:11am-10pm Fri: 11am-11pm Sat: 4pm-11pm

Pot Au Feu - International

307 E. Franklin - 915-503-8158 Sun: 10am-3pm Mon-Tue: 11am-3pm Wed-Fri: 11am-10pm Sat: 10am-10pm

Tabla - International

115 Durango, Ste D915 533-8935 Tue-Wed: 11am- 10pm Thurs- Fri: 11am- 11am Sat: 5pm-11pm Bar: Thurs-Sat until 2am

The Pizza Joint - Pizza, Italian

501 N Stanton -915 260-5556 -Mon: 11am-4pm Tue: 11am-7pm Wed-Thurs: 11am-12am Fri: 11am-3am Sat: 5pm-3am Sun: 5pm-10pm

The Tap - Mexican, Famous Nachos, Breakfast

408 E. San Antonio - 915 532-1848 - Mon-Wed 10am-2am Thurs-Sat 10am - 2 am



#### **UTEP Area**

Ardovino's Pizza - Pizza, Salads, Sandwiches

206 Cincinnati - 915 532-9483 - Mon-Thurs: 11am-9pm Fri-Sat: 11am-10pm Sun: 11:30am-8pm

Corralitos Steakhouse - Steakhouse/Mexican

2725 N Mesa - 915 533-8335 - Mon-Thurs: 11am-10pm Fri-Sat: 11am-1am Sunday 12pm-8pm

Crave Kitchen & Bar - American

300 Cincinnati - 915 351-3677 - Mon-Sat: 7am- 11pm Sun: 7am- 6pm

**G2 Lounge** - Modern American, Full Bar

2701 N. Stanton - 915 544-4242 - Mon-Thurs: 11am-10pm Fri-Sat: 11am-11pm Sun: 11am-7pm Bar open until 2am

Little Shack - Seafood

2725 N Mesa - 915 321-1562 - Mon-Thurs: 11am-9:30pm Fri-Sun: 11am-10pm

Rib Hut - Barbecue

2612 N. Mesa - 915 532-7427 - Mon- Sat: 11am- 10pm Sun: 12pm- 9pm

Sushi Place - Sushi

2604 N Mesa - 915 838-8088 - 11am-9pm

Tara Thai - Thai

2606 N Mesa - 915 219-9307 - 11am-10pm

#### **Airport Area**

Carlos and Mickeys - Mexican

1310 Magruder St - 915.778.3323 - Mon-Sun: 11am-10pm

**Ojos Locos** - Sports Bar

1204 Airway Blvd - 915 307-7210 – Mon-Wed:11am-12am Thurs-Sat: 11am-2am Sun: 11am-12am

Smokey's Pit Stop & Saloon- BBQ

9100 Viscount Blvd - 915.592.3141 – Mon-Thurs: 11am-10pm Fri-Sat: 11am-11pm

**Tokyo House -** Japanese

1160 Airway Blvd - 915 778-7888 - Mon-Sun: 11am-3pm 4:30pm-9:30pm

**Toro Burger** – *Burgers/Bar* 

6590 Montana Ave - 915.774.0990 - Mon-Fri: 11:00am-12am Sat-Sun: 10am-12am

Track One - Wings/American

1330 Robert E Lee - 915.779.2170 – Mon-Sun: 11am-2pm

# DESTINATION EL PASO





# Destination Marketing Venue and Event Management

El Paso Convention Center
The Plaza Theatre
Abraham Chavez Theatre
McKelligon Canyon Amphitheatre and Pavilion
El Paso Film Commission
El Paso Live Catering

1 Civic Center Plaza • El Paso, Texas 79901 915.534.0600





#### QuickFacts

#### El Paso city, Texas

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

#### **Table**

All Topics	El Paso city, Texas
Population Estimates, July 1 2021, (V2021)	<b>△</b> 678,415
₹ PEOPLE	
Population	
Population Estimates, July 1 2021, (V2021)	₾ 678,415
Population estimates base, April 1, 2020, (V2021)	<b>△</b> 678,587
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	₾ 0.0%
Population, Census, April 1, 2020	678,815
Population, Census, April 1, 2010	649,121
Age and Sex	
Persons under 5 years, percent	<b>△</b> 7.4%
Persons under 18 years, percent	△ 26.6%
Persons 65 years and over, percent	<b>12.9%</b>
Female persons, percent	<b>△</b> 51.0%
Race and Hispanic Origin	
White alone, percent	△ 69.6%
Black or African American alone, percent (a)	△ 3.4%
American Indian and Alaska Native alone, percent (a)	△ 0.5%
Asian alone, percent (a)	△ 1.4%
Native Hawaiian and Other Pacific Islander alone, percent (a)	₾ 0.2%
Two or More Races, percent	<b>△</b> 12.3%
Hispanic or Latino, percent (b)	<b>△</b> 81.5%
White alone, not Hispanic or Latino, percent	<b>12.6%</b>
Population Characteristics	
Veterans, 2016-2020	41,084
Foreign born persons, percent, 2016-2020	23.0%
Housing	
Housing units, July 1, 2021, (V2021)	X
Owner-occupied housing unit rate, 2016-2020	59.6%
Median value of owner-occupied housing units, 2016-2020	\$132,800
Median selected monthly owner costs -with a mortgage, 2016-2020	\$1,310
Median selected monthly owner costs -without a mortgage, 2016-2020	\$444
Median gross rent, 2016-2020	\$857
Building permits, 2021	X
Families & Living Arrangements	
Households, 2016-2020	230,905
Persons per household, 2016-2020	2.92
Living in same house 1 year ago, percent of persons age 1 year+, 2016-2020	84.9%
Language other than English spoken at home, percent of persons age 5 years+, 2016-2020	67.8%
Computer and Internet Use	
Households with a computer, percent, 2016-2020	89.3%
Households with a broadband Internet subscription, percent, 2016-2020	82.7%
Education	G2.1.72
High school graduate or higher, percent of persons age 25 years+, 2016-2020	80.6%
Bachelor's degree or higher, percent of persons age 25 years+, 2016-2020	25.9%
	25.9%
Health  With a disability under one 65 years, percent, 2016, 2020	0.00/
With a disability, under age 65 years, percent, 2016-2020	9.2%
Persons without health insurance, under age 65 years, percent	₾ 22.0%
Economy	
In civilian labor force, total, percent of population age 16 years+, 2016-2020	60.3%

In civilian labor force, female, percent of population age 16 years+, 2016-2020	54.7%
Total accommodation and food services sales, 2012 (\$1,000) (c)	1,310,836
Total health care and social assistance receipts/revenue, 2012 (\$1,000) (c)	4,253,438
Total manufacturers shipments, 2012 (\$1,000) (c)	13,170,825
Total retail sales, 2012 (\$1,000) (c)	8,445,411
Total retail sales per capita, 2012 (c)	\$12,558
Transportation	
Mean travel time to work (minutes), workers age 16 years+, 2016-2020	23.4
Income & Poverty	
Median household income (in 2020 dollars), 2016-2020	\$48,866
Per capita income in past 12 months (in 2020 dollars), 2016-2020	\$23,450
Persons in poverty, percent	₾ 18.8%
<b>BUSINESSES</b>	
Businesses	
Total employer establishments, 2020	X
Total employment, 2020	X
Total annual payroll, 2020 (\$1,000)	X
Total employment, percent change, 2019-2020	X
Total nonemployer establishments, 2018	X
All firms, 2012	55,697
Men-owned firms, 2012	29,356
Women-owned firms, 2012	21,872
Minority-owned firms, 2012	43,311
Nonminority-owned firms, 2012	10,349
Veteran-owned firms, 2012	4,277
Nonveteran-owned firms, 2012	49,350
⊕ GEOGRAPHY	
Geography	
Population per square mile, 2010	2,543.2
Land area in square miles, 2010	255.24
FIPS Code	4824000

#### About datasets used in this table

#### Value Notes

♠ Estimates are not comparable to other geographic levels due to methodology differences that may exist between different data sources.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info 10 icon to the row in TABLE view to learn about sampling error.

The vintage year (e.g., V2021) refers to the final year of the series (2020 thru 2021). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2016-2020 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2020 5-year ACS Comparison Guidance page.

- (a) Includes persons reporting only one race
- Economic Census Puerto Rico data are not comparable to U.S. Economic Census data
- (b) Hispanics may be of any race, so also are included in applicable race categories

#### Value Flags

- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper in open ended distribution.
- Fewer than 25 firms
- Suppressed to avoid disclosure of confidential information
- Data for this geographic area cannot be displayed because the number of sample cases is too small. Footnote on this item in place of data
- FN
- Not applicable
- Suppressed; does not meet publication standards
- NA Not available
- Value greater than zero but less than half unit of measure shown

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and F Estimates, State and County Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

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#### QuickFacts

#### El Paso city, Texas

QuickFacts provides statistics for all states and counties, and for cities and towns with a *population of 5,000 or more*.

#### **Table**

All Topics	El Paso city, Texas
Population Estimates, July 1 2021, (V2021)	△ 678,415
<b>₹</b> PEOPLE	
Population	
Population Estimates, July 1 2021, (V2021)	<b>△</b> 678,411
Population estimates base, April 1, 2020, (V2021)	△ 678,58
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	₾ 0.0%
Population, Census, April 1, 2020	678,815
Population, Census, April 1, 2010	649,12
Age and Sex	
Persons under 5 years, percent	₾ 7.4%
Persons under 18 years, percent	₾ 26.6%
Persons 65 years and over, percent	△ 12.9%
Female persons, percent	₾ 51.0%
Race and Hispanic Origin	
White alone, percent	<b>△</b> 69.6%
Black or African American alone, percent (a)	△ 3.49
American Indian and Alaska Native alone, percent (a)	<b>△</b> 0.5%
Asian alone, percent (a)	<u>△</u> 1.4%
Native Hawaiian and Other Pacific Islander alone, percent (a)	₾ 0.2%
Two or More Races, percent	△ 12.3%
Hispanic or Latino, percent (b)	<u>△</u> 81.5%
White alone, not Hispanic or Latino, percent	<u>△</u> 12.6%
Population Characteristics	
Veterans, 2016-2020	41,084
Foreign born persons, percent, 2016-2020	23.0%
Housing	20.07
Housing units, July 1, 2021, (V2021)	)
Owner-occupied housing unit rate, 2016-2020	59.6%
Median value of owner-occupied housing units, 2016-2020	\$132.800
Median selected monthly owner costs -with a mortgage, 2016-2020	\$1,31
* * * * * * * * * * * * * * * * * * * *	\$1,510
Median selected monthly owner costs -without a mortgage, 2016-2020	\$85
Median gross rent, 2016-2020	фоэ. Э
Building permits, 2021	· ·
Families & Living Arrangements	000 000
Households, 2016-2020	230,909
Persons per household, 2016-2020	2.92
Living in same house 1 year ago, percent of persons age 1 year+, 2016-2020	84.9%
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Total employment, 2020	X
Total annual payroll, 2020 (\$1,000)	X
Total employment, percent change, 2019-2020	X
Total nonemployer establishments, 2018	X
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Men-owned firms, 2012	29,356
Women-owned firms, 2012	21,872
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## El Paso, TX

#### Legislation Text

File #: 22-1205, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

Approve a Resolution that the Taxpayer, ZELNY ERIK, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$1,765.65, for the property with the following legal description: 148 TIERRA DEL ESTE #36 LOT 1 (6001.29 SQ FT).

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

AGENDA DATE: September 27, 2022

**PUBLIC HEARING DATE: N/A** 

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

**DISTRICT(S) AFFECTED: All** 

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

#### SUBJECT:

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

Approve a resolution that the Taxpayer, ZELNY ERIK, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$1,765.65, for the property with the following legal description: 148 TIERRA DEL ESTE #36 LOT 1 (6001.29 SQ FT)

#### 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?

Pursuant to Section 33.011(a)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax in an act or omission of an officer, employee, or agent of the taxing unit or appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the taxpayer knows or should know or should know of the delinquency.

#### PRIOR COUNCIL ACTION:

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

Council has considered this previously on a periodic basis.

#### AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_NO

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

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

Revised 04/09/2021

#### RESOLUTION

WHEREAS, pursuant to Section 33.011(a)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax in an act or omission of an officer, employee, or agent of the taxing unit or appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency; and

**WHEREAS**, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

**WHEREAS**, pursuant to Section 33.011(d) of the Tax Code, taxpayer, ZELNY ERIK ("Taxpayer") requested a waiver of penalties and interest on July 26, 2022, before the 181st day after the delinquency date, in the amount of \$1,765.65 for the 2021 delinquent taxes for the property with the following legal description:

148 TIERRA DEL ESTE #36 LOT 1 (6001.29 SQ FT)

WHEREAS, the Taxpayer paid the taxes owed on the property on July 12, 2022, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

**WHEREAS**, the Taxpayer's failure to pay the tax before the delinquency date was a result of an act or omission of the appraisal district.

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

**THAT** the Taxpayer, ZELNY ERIK, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$1,765.65, for the property with the following legal description:

148 TIERRA DEL ESTE #36 LOT 1 (6001.29 SQ FT)

(Signatures Begin on Following Page)

CITY OF EL PASO:
Oscar Leeser Mayor
APPROVED AS TO CONTENT:
Maria O. Pasillas, RTA City Tax Assessor/Collector

## El Paso, TX

#### **Legislation Text**

File #: 22-1163, 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**

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 Manager to sign a Traffic Signal Agreement between the City of El Paso and Marmaxx Operating Corp. whereby the City agrees to maintain the traffic signal improvements installed by Marmaxx Operating Corp., located at the intersection of Global Reach Dr. and George Perry Blvd. and the three-way traffic signal installed at the intersection of 3900 Global Reach Dr. and Driveway 2.

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

**AGENDA DATE:** 

September 27, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Randy Garcia, 915-212-7005

DISTRICT(S) AFFECTED: 3

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 Manager to sign a Traffic Signal Agreement between the City of El Paso and Marmaxx Operating Corp. whereby the City agrees to maintain the traffic signal improvements installed by Marmaxx Operating Corp., located at the intersection of Global Reach Dr. and George Perry Blvd and the three-way traffic signal installed at the intersection of 3900 Global Reach Dr and Driveway 2

#### BACKGROUND / DISCUSSION:

Marmaxx Operating Corp. is developing a TJX Distribution Warehouse at 3900 Global reach. The design and construction of the additional components to the traffic signals at these location will allow for the safe flow of vehicle and pedestrian traffic.

#### **PRIOR COUNCIL ACTION:**

None

#### **AMOUNT AND SOURCE OF FUNDING:**

HAVE ALL AFFECTED DE	PARTMENTS	BEEN NOT	IFIED?v	_ YES	NO
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**PRIMARY DEPARTMENT: Streets and Maintenance** 

SECONDARY DEPARTMENT: El Paso International Airport

**DEPARTMENT HEAD:** 

Richard Bristol, Director, Streets and Maintenance

9-12-22

#### RESOLUTION

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

That the City Manager be authorized to sign a Traffic Signal Agreement between the City of El Paso ("City") and Marmaxx Operating Corp., whereby the City agrees to maintain the traffic signal improvements installed by Marmaxx Operating Corp. Located at the intersection of Global Reach Dr. and George Perry Blvd. and the three-way traffic signal installed by Marmaxx located at 3900 Global Reach Dr. and Driveway 2.

Approved this day of	, 2022.
	The City of El Paso:
	Oscar Leeser, Mayor City of El Paso
ATTEST:	
Laura D. Prine, City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
FUAS .	Cele Smyth
Evy A. Sotelo, Assistant City Attorney	Ellen Smyth, P.E. Chief Transit and Field Operations Officer

THE STATE OF TEXAS	)	
	)	TRAFFIC SIGNAL AGREEMENT
COUNTY OF EL PASO	)	

This Agreement is made this day of , 2022, by and between the CITY OF EL PASO, a Texas municipality, hereinafter "City" and Marmaxx Operating Corp, a Virginia corporation, hereinafter "Developer";

#### WITNESSETH:

WHEREAS, Developer has designed and is constructing traffic signal and traffic signal improvements; and

WHEREAS, development of the traffic signal improvements will necessitate the removal and construction of, and adding pedestrian poles to a three-way traffic signal at the intersection of Global Reach Blvd. and George Perry Blvd.; and

WHEREAS, development of the traffic signal improvements will necessitate construction of a traffic signal will necessitate the installation of a functional three-way traffic signal at the intersection of Global Reach Dr. and Driveway 2; and

WHEREAS, the installation of the three-way traffic signal and the traffic signal improvements shall be referred to as the "Project"; and

WHEREAS, Developer is responsible for 100% of the cost of the Project; and

WHEREAS, Developer desires to implement the Project; and

WHEREAS, The Project shall consist of the design and construction, at no cost to the City, of a three-way traffic signal that will control the traffic flow for Global Reach Blvd and Driveway 2; and

WHEREAS, The Project shall consist of the design and construction, at no cost to the City, of two functional pedestrian signal heads, pedestals and accessible pedestrian signal push buttons at the intersection of Global Reach Dr. and George Perry Blvd; and

WHEREAS, The Project shall be completed within one hundred and twenty (120) days from the date of the Notice to Proceed; and

WHEREAS, Developer's design and construction of the Project will ensure that traffic flow moves as smoothly and safely as possible and that pedestrians are protected when they cross the roads thereby' increasing traffic safety at the Marmaxx Operating Corp warehouse distribution site and will be an economic benefit to local tax payers, and therefore, this Agreement is in the best interest of the citizens of the El Paso;

WHEREAS, Developer and City desire to enter into an agreement whereby each will bear certain responsibilities regarding the installation, maintenance and upkeep of the Project;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

#### I SCOPE OF PROJECT

The "Project" is defined as design and construction of a three-way traffic signal at the intersection of Global Reach Blvd. and Driveway 2, including but not limited to new pedestrian crossings, striping and signage, pedestrian and mast arm pole, audible pedestrian signal push buttons, ADA curb ramps, video detection, conduit and cable, sidewalk connectivity through the entire intersection and adding and replacing, pedestrian poles, audible pedestrian signal push buttons, ADA curb ramps, and sidewalk connectivity to an existing three-way traffic signal at the intersection of Global Reach Blvd. and George Perry Blvd.;

The project shall consist of the design and construction, at no cost to the City, of a three-way traffic signal at the intersection of Global Reach Blvd. and Driveway 2, including but not limited to new pedestrian crossings, striping and signage, pedestrian and mast arm pole, audible pedestrian signal push buttons, ADA curb ramps, video detection, conduit and cable, sidewalk connectivity through the entire intersection and adding and replacing, pedestrian poles, audible pedestrian signal push buttons, ADA curb ramps, and sidewalk connectivity to an existing three-way traffic signal at the intersection of Global Reach Blvd. and George Perry Blvd.;

The Project shall be constructed pursuant to the Construction Drawings, Plans and Specifications attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Plans").

Construction and design plans shall be processed in accordance with the subdivision process established pursuant to the El Paso City Code Chapter 19.08. All work and construction shall comply with the City of El Paso Design Standards for Construction.

#### II TERM

- (1) This Agreement becomes effective and binding and enforceable against the parties upon approval by the City Council for the City of El Paso (the "Effective Date").
- (2) The Project construction shall be completed by the Developer within one hundred and twenty (120) days from the date of the Notice to Proceed unless otherwise extended by written amendment approved by the City.
- (3) It is hereby understood and mutually agreed, by the Developer and the City that the date of beginning and the time for completion of the Project are ESSENTIAL CONDITIONS in the Agreement.

#### III FUNDING

Developer understands and agrees that Developer will be responsible for all costs associated with the Project and this Agreement and shall not request reimbursement from the City, nor shall the Developer be eligible for reimbursement from the City for any improvements under this Agreement. The estimated cost for the Project is as shown in Exhibit "\*B"" attached and incorporated herein by reference for all purposes, such amount being TWO HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED NINETY EIGHT DOLLARS AND NINETEEN CENTS (\$255,298.19).

## IV RESPONSIBILITIES OF DEVELOPER

- (I) Developer shall construct the Project the subject of this Agreement pursuant to the terms and conditions specified herein and pursuant to the drawings, plans and specifications for traffic signal modifications attached hereto as Exhibit "A". Developer further agrees that it shall be solely financially responsible of any and all costs, including but not limited to design and construction costs, arising from the construction of the Project.
- (2) In constructing the Project, Developer shall comply with all applicable federal, state and local law including all City ordinances, codes and regulations. Failure to do so in any manner shall constitute a material breach of this Agreement. In addition, Developer shall obtain all permits and inspections required by the City and be responsible for any costs associated with obtaining such permits and inspections, including but not limited to, Traffic Control Plan Permit and Landscape and Irrigation Permit.
- (3) Developer shall not commence construction for either phase of the Project without receiving written approval from the City's Streets and Maintenance Department of the design, materials and construction plans which approval shall not be unreasonably withheld or delayed.
- (4) Any work performed by a contractor or consultant of the Developer will not, under any circumstances, relieve Developer of its responsibilities and obligations under this Agreement. All work performed by the Developer or its agent shall be done in a good and workmanlike manner satisfactory to the City. Any contractor or consultant hired by Developer shall have sufficient skills and experience to properly perform the work described in the Plans and shall provide adequate supervision to assure competent performance of the work.
- (5) The Developer agrees that all construction and materials shall be subject to inspection and approval by the City. All Project materials must conform to the Plans and are subject to quality control testing by the City at the Developer's sole cost and expense.
- (6) Additionally, the Developer shall provide all traffic control for construction. The Developer agrees to provide adequate traffic controls designed to cause minimum inconvenience to motorists, pedestrians and adjacent property owners. At least seventy-two (72) hours prior to the start of construction Developer shall submit a traffic control plan to City's Streets and Maintenance Department for approval. Additionally, Developer is responsible for obtaining and necessary approvals required by TxDOT for performing work within TxDOT right-of-way.
- (7) Developer agrees that construction of the Project shall be pursued regularly, diligently, and uninterrupted at such a rate of progress as shall ensure completion of the Project within the time specified. It is expressly understood and agreed, by the Developer and the City, that the time for the completion of the Project is a reasonable time for completion.
- (8) The Project shall be completed and accepted for operation and maintenance by the City in accordance with Article II (2) of this Agreement, subject to delays by reason of Force Majeure. It is hereby understood and mutually agreed by the Developer and the City that the date of beginning and the time for completion of the Project are ESSENTIAL CONDITIONS in the Agreement. It is further mutually understood and agreed that the construction of the Project shall begin promptly following the plan approval and written notice to proceed to Developer. The City Manager is authorized to approve any amendments required under this paragraph, provided that such amendments do not require the City to participate in the costs of the Project. The term "Force Majeure" means an event that causes

delay by reason of an act of God, fire, windstorm, flood, explosion, collapse of structure or other casualty, epidemic, infectious disease, riot, war, terrorism, military power, labor disputes, failure of utility service, court order, inability to obtain materials, adverse weather that is unusual and unanticipated for the period of time, or an act of like nature that is beyond the reasonable control of such party.

- (9) The City will not accept the Project until after inspection by the City and completion by the Developer of all punch list items for the project.
- (10) Developer agrees to warrant to the City that all work in connection with the Project shall be performed in a good and workmanlike manner, strictly in accordance with the Plans, and as otherwise provided in this Agreement. The Developer shall warrant the Project for a period of one (I) year for defective material, construction or workmanship following acceptance by the City of that phase of the Project and shall provide a maintenance bond in the amount of fifty percent of the costs of each phase of the Project for such period. This warranty shall remain in full force and effect for a period of one (I) year from and after the date of the City's final acceptance of each phase of the Project. It is understood and agreed that, notwithstanding the acceptance of the Project by the City, the Developer remains fully responsible for the repair for defective material, construction or workmanship and maintenance in accordance with this Agreement of the Project as such relates to the Developer's warranty of the Project, as set forth above, for a period of one (I) year from the date of the City's acceptance of the Project (provided that the City shall perform any maintenance and repairs after the City's final acceptance of the Project and Developer shall reimburse for any such costs covered by the warranty).
- (11) If the Developer shall neglect, fail or refuse to complete the construction of the Project within the time herein specified, subject to delays by reason of Force Majeure, or any proper extension granted by the City, or to maintain the Project until inspected and accepted for maintenance by the City as specified in Article II hereof, and such neglect, failure or refusal to substantially complete or maintain the Project as provided herein results in any safety issue to persons or property as reasonably identified by the City Engineer or his designee, the Developer agrees that the City may issue a stop work order for any work in progress under any issued building permit of the Project, and the Developer waives any and all causes of action it may have against the City arising from the City's stop work order. Additionally, and except for the negligence and/or willful misconduct by the City and the City's officers, agents, employees and Contractors, the Developer will defend, indemnify and hold the City harmless from any and all causes of action any third party may have against the City arising from the City's stop work order.
- (12) All of Developer's books and other records related to the Project shall be available for inspection by the City.

#### V BOND REQUIRED

The Developer agrees to execute a performance bond for one hundred twenty five percent (125%) of the cost of each phase of the Project to secure fulfillment of all the Developer's obligations under this Agreement. The bond will be in a form approved by the City. The bond must be executed by a corporate surety in accordance with Texas Government Code, Chapter 2253. The bond shall identify the City as Owner and Obligee and shall bind both the Developer and the Surety, their heirs, administrators, executors, successors and assignees, jointly and severally. The bonds shall expressly provide that the Developer shall faithfully render performance under this Agreement and shall remain in full force and effect until all requirements of the Agreement have been performed to the City's satisfaction. The Bond shall be provided to the City Engineer prior to the date this Agreement is approved by City Council.

#### VI INSURANCE

Developer agrees to procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance asshall protect the Developer and the Developer's employees performing work covered by this Agreement, and the City from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Developer's operations under this contract, whether such operations be by the Developer or by anyone directly or indirectly employed by the Developer. The minimum limits of liability and coverages shall be as follows:

#### a) <u>COMMERCIAL GENERAL LIABILITY</u>

Personal Injury or Death

\$1,000,000.00 for one person or occurrence \$2,000,000.00 for two or more persons or occurrences

Property Damage \$1,000,000.00 per occurrence

General Aggregate \$1,000,000.00

#### b) **AUTOMOBILE LIABILITY**

Combined Single Limit 1,000,000.00 per accident

The insurance policies shall include an endorsement that the City is named as an additional insured to the full amount of the policy limits and that the City shall be notified 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. The endorsement shall contain substantially the following statement: "The insurance included within this policy shall not be cancelled or materially altered except after thirty (30) consecutive calendar days [ten (10) consecutive calendar days for non-payment of policy premiums] written notice by certified mail of intent to cancel or materially alter said insurance has been provided to the City of El Paso [additional insured]." Such insurance policy shall be issued by an insurance company duly authorized to do business in the State of Texas. The Developer shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

All certificates shall be provided to the City Engineer prior to the date this Agreement is approved by City Council. All certificates shall also include the name of the project in the corresponding insurance certificate.

#### VII INDEMNIFICATION

EXCEPT FOR THE CITY, AND THE CITY'S OFFICERS, AGENTS, EMPLOYEES AND CONTRACTORS NEGLICGENCE AND WILLFUL MISCONDUCT, DEVELOPER OR ITS INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE CONSTRUCTION, OWNERSHIP AND OPERATION OF THE PROJECT OTHER THAN THE ACTIONS OF THE CITY AND/OR ACTIVITIES OF THE CITY PURSUANT TO ARTICLE VIII HEREOF. 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 Developer every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Developer shall 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 Developer 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 that is an indemnifiable obligation of the Developer under this Agreement. Developer shall pay all judgments in actions defended by Developer pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Developer, and premiums on any appeal bonds. The City, at its election shall have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Developer's property from any cause except arising out of its breach of the terms of this Agreement.

## VIII OWNERSHIP AND RIGHT ACCESS

Developer hereby acknowledges the rights of the City, its agents, contractors and subcontractors that upon thirty (30) days prior written notice to the developer to cure any breach under this Agreement, to enter upon and construct and install any equipment that may be required, pursuant to this Agreement to complete the Project. This right of access shall include the right to use or modify any Developer construction materials as deemed necessary by the City. Additionally, in the event that additional authorization is required, Developer agrees to promptly execute the required documents at the request of the City.

#### IX TERMINATION

- (1) Termination for Convenience. This Agreement may be terminated by the City, upon thirty (30) days written notice for any reason.
- (2) **Termination upon Completion of the Project**. This Agreement shall terminate upon completion of the following:

- (a) The Project is completed and the City Engineer has accepted the Project for operation and maintenance by the City, and
- (b) The Developer provides the required maintenance bond under the one-year warranty provisions specified above.
- (3) Termination for Default. In the event that Developer fails to complete the Project, and such failure continues for a period of 30 days after written notice is sent by the City, the City reserves the right to terminate this Agreement, secure completion through the performance bond, or complete the construction itself and assess the costs of completion not covered under the performance bond to the Developer for payment.

## X RELATIONSHIP OF THE PARTIES

Developer acknowledges that it is not an agent, servant, or employee of the City and is therefore, responsible for its own actions performed by itself, its agents or employees during the term of the Agreement.

#### XI INCREASED COSTS

It is anticipated that additional costs could arise from change, site conditions or latent defects. However, Developer agrees that the Developer will be solely responsible for payment of all increased costs in the construction of the Project, regardless of the cause.

#### XII NON-ASSIGN ABILITY

The parties hereto agree that the rights of the Developer and the City under this Agreement are not assignable and will survive the sale, rental, gift or devise of any property adjacent to the Project.

#### XII 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 addresses:

CITY:

The City of El Paso Attn: City Manager P.O. Box 1890

El Paso, Texas 79950-1890

Copy to:

The City of El Paso

Streets and Maintenance Department

Attn: Richard Bristol, Director, P.O. Box 1890 El Paso, Texas 79950-1890

DEVELOPER:

Marmaxx Operating Corporation
Attn: Jon Nelson, AVP, Director of Construction
770 Cochituate Road

Framingham, MA 01701

or such other addresses as the parties may designate to each other in writing from time to time.

#### XIV LAW GOVERNING AGREEMENT

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

#### XV INTERPRETATION

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

#### XVI SEVERABILITY

If any provision of this Agreement is prohibited by law or otherwise determined to be illegal, invalid or unenforceable-in a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this Agreement; instead, the Agreement shall be construed as if it did not contain the illegal, invalid or unenforceable provision(s) and the rights and obligations of the parties shall be construed and enforced accordingly.

#### XVII FUTURE MAINTENANCE WORK

The City shall be responsible for any maintenance or repairs of the improvements. The City's obligations for such repairs and work shall begin upon completion of each Phase of the Project as defined by the Agreement (provided Developer shall be responsible for any covered costs until expiration of Developer's warranty for each Phase). The City agrees that Developer is not responsible for the cost of any maintenance and repair of such work after expiration of Developer's warranty for the project.

#### XVIII ENTIRE AGREEMENT

This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

#### XIX AUTHORITY TO CONTRACT

All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

(Signatures begin on following page)

IN WITNESS THIS	DAY OF	,2022.
		CITY OF EL PASO:
		Tomas Gonzalez. City Manager
		DEVELOPER:
		Marmaxx Operating Corp.
		770 Cochituate Road
		Framingham, MA O 170 I
		By: Dulland
		Name: David L. Averill Vice President  By:
		Name Alicia Kelly
		Its: Secretary
APPROVED AS TO FOR	RM:	APPROVED AS TO CONTENT:
Evy A. Sotelo		Richard Bristol
City Attorney		Director Streets and Maintenance

IN WITNESS THIS	_ DAY OF	,2022.	
		CITY OF EL PASO:	
		Tomas Gonzalez, City Manager	
		DEVELOPER:	
		Marmaxx Development Corp.	
		770 Cochituate Road	
		Framingham, MA O 170 I	
		By:	
		By:	
APPROVED AS TO FORM  Evy A. Sotelo  City Attorney	l: 	APPROVED AS TO CONTENT:	
		ents begin on following page) NOWLEDGMENT	
STATE OF TEXAS )			
COUNTY OF EL PASO)			
This instrument was	acknowledged be Manager of the Ci	fore me on the day of ity of El Paso.	, 2022
My Commission Evnires			

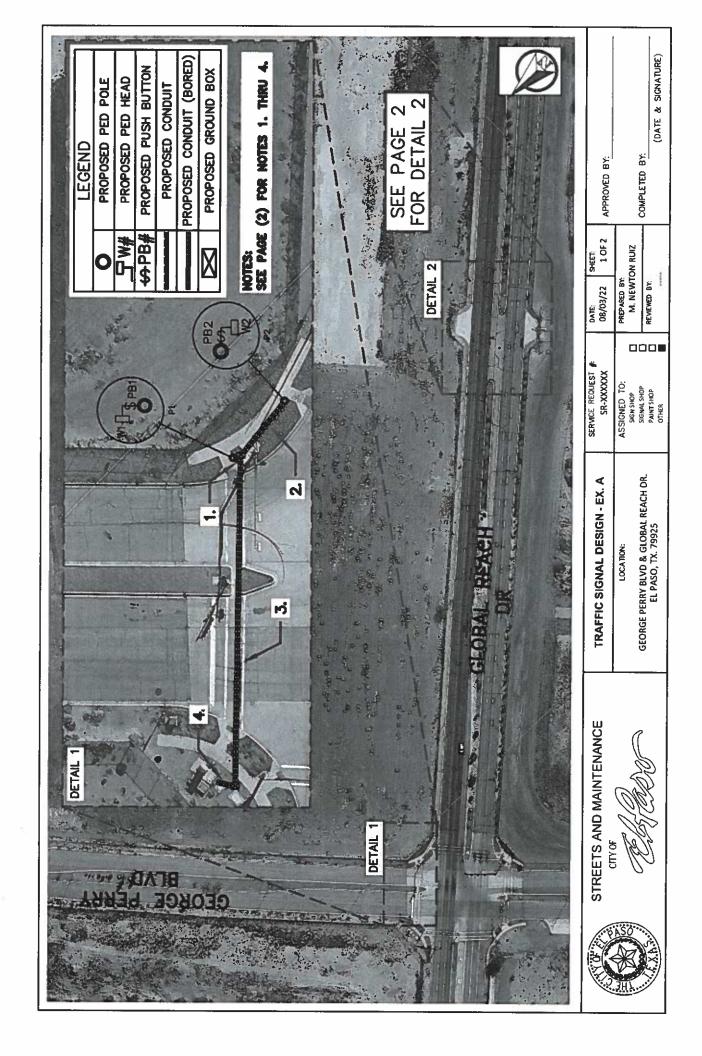
### ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

	) SS.
COUNTY OF MIDDLESEX	)
notary public, personally appeared Da Secretary, respectively, of Marmaxx O through satisfactory evidence of ident both, to be the people whose names a	2022, before me, the undersigned vid L. Averill as Vice President and Alicia Kelly as perating Corp. on behalf of the corporation, proved to me ification, which is personal knowledge of the identity of are signed on the preceding document and who intarily and executed same in their authorized capacities

Notary Public

My Commission Expires:



(DATE & SIGNATURE) COMPLETED BY: APPROVED BY: SHEET! 2 OF 2 PREPARED BY: M. NEWTON RUIZ REMEMED BY: DATE: 08/03/22 SERVICE REQUEST SR-XXXXXX ASSIGNED TO: SIGN SHOP SIGNAL SHOP PAINT SHOP OTHER GEORGE PERRY BLVD & GLOBAL REACH DR. EL PASO, TX. 79925 TRAFFIC SIGNAL DESIGN - EX. A LOCATIONS STREETS AND MAINTENANCE THE LOCATIONS OF SIGNAL POLES,
CONTROLERS, CABINETS, GROUND BOXES ETC.
SHOWN ON THESE PLANS ARE DIAGRAMMATIC
ONLY AND MAY BE SHIFTED BY THE
ENGINEER TO ACCOMMODATE LOCAL
CONDITIONS. EXACT LOCATION OF SIGNAL
EQUIPMENT SHALL BE APPROVED BY THE
ENGINEER IN THE FIELD.
ALL VEHICLE AND PEDESTRIAN SIGNAL
DISPLAYS SHALL BE LED TYPE.
THE CONTRACTOR SHALL VERIFY WITH ALL
UTILITY COMPANIES THE EXACT LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION OR DRILLING TO AVOID CONFLICT OR DAMAGE TO THE OTILITIES.

THE CITY OF EL PASO MAY CHOOSE TO ALLOW THE USE OF EXISTING CONDUIT AND GROUND BOXES FOR THE PROPOSED CONDUCTORS IN LIEU OF INSTALLING NEW. VERRICATION WITH THE CITY WILL BE NEEDED. PROPOSED MAST ARM PROPOSED SIG HEAD (REFER TO PAGE (1) FOR VISUALS) DEMOLISH **ADDITION EXISTING** EGEND CITYOF NOTES ÷ 'n Mj

### SUBCONTRACTOR CHANGE ORDER REQUEST



Form must be submitted for all subcontractor change requests to be considered.

Project:	Tollway	
Date:	4/18/2022	
Contractor:	CSA Constructors	
Contact Name:	Bobby Stallard	

СНА	NGE ORDER B	ACKGROUND INFO	RMATION	
Is Change Request a Drawing Revision?	Yes	Revision No.		Revision Date:
Drawing(s) Number:			Drawing Date:	
If not a Drawing Revision - Select Reason:	Other, Sp	ecify Below	_	
If Other Selected, Specify Here:				
Provide hightlighted draw	ings with this chan	ge request that cleary show	w the scope of the ci	hange request.

### WORK DESCRIPTION (FULL DESCRIPTION REQUIRED)

Updated Pricing for the Signalization Work at the Global Reach intersection. The items highlighted in green reflect additinoal qty's as per the revised plan and the items highlighted in yellow are items that were added and not part of the original drawings.

	DO PLOYED	MATERIA	AL COST BF	REAKDOW	N			N San
	Line Item	2 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Control (March	Qty	Unit	Unit Price	Tot	al
ri-state Electric Cost				1	LS	\$ 232,089.26	\$ 232	2,089.20
4000						\$ -	\$	-
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						\$ -	\$	_
***************************************				_		\$ -	\$	_
Sales Tax Rate:	0.00%	· S	ales Tax Total:	\$ -	Material			,089.2
	rial auote back-	up for each item	above		Materia		,089.2	
			COST BRE	AKDOWN				7
Work to be performed		Position	Hours	\$/Rate	Subtotal	Labor Burden	Cos	it a
	/							
		<del></del>	+					
(2012)								
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The second secon					Labor	Total		\$0.0
		EQUIPME	NT COST B					
Year of the second second	Line Item		THOUSE THE	Qty	Unit	Unit Price	Tot	al
Sales Tax Rate:	9.00%	Si	ales Tax Total:	\$ -	Equipment	t Subtotal		\$0.0
Provid	ie back-up qout	te for each item			Equipme	nt Total		\$0.0
		<u> </u>		Chan	ge Order Subtotal:		\$232,	089.2
	Overhea	ad & Profit (as all	lowed by Prim	e Contract)	10%	\$	23,2	208.93
	de back-up qout	te for each item	lowed by Prim	Chan ne Contract)	Equipme ge Order Subtotal:	nt Total		\$0.00 \$0.00 089.26 208.93

Tollway Off Site Signalization - Breakdown

Item Code		Unit	QTY	Labor	Equipment	Material	Total Material	Unit Cost	Total
416-6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	11.5	\$175.00	\$90.00	\$110.00	\$1,265.00	\$375.00	\$4,312.50
416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	13.5	\$175.00	\$100.00	\$123.00	\$1,660.50	\$398.00	\$5,373.00
416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	22	\$200.00	\$100.00	\$172.00	\$3,784.00	\$472.00	\$10,384.00
610-XXXX	RELOCATE ROWY ILLUMINATION POLE (EPEC) (STEEL POLE W/FOUNDATION, 100W HPS)	EA	2	\$1,175.00	\$467.00	\$650.00	\$1,300.00	\$2,292.00	\$4,584.00
618-6024	CONDT (PVC)(SCHD 40)(Z")(BORE)	LF	815	\$9.00	\$10.00	\$9.00	\$7,335.00	\$28.00	\$22,820.00
618-6030	CONDT (PVC)(SCHD 40)(3")(BORE)	LF	285	\$10.00	\$10.00	\$12.00	\$3,420.00	\$32.00	\$9,120.00
620-6010	ELEC CONDR (NO. 6) INSULATED	LF .	1660	\$1.00	\$0.00	\$2.25	\$3,735.00	\$3.25	\$5,395.00
624-6002	GROUND BOX TY A (122311) W/APRON	EA	6	\$225.00	\$375.00	\$650.00	\$3,900.00	\$1,250.00	\$7,500.00
624-6008	GROUND BOX TY C (162911) W/APRON	EA	1	\$225.00	\$375.00	\$840.00	\$840.00	\$1,440.00	\$1,440.00
628-6150	ELC 5RV TY D 120/240 060(N5)55(N)GC(U)	EA	1	\$1,850.00	\$1,450.00	\$3,500.00	\$3,500.00	\$6,800.00	\$6,800.00
644-6001	INS SM RD SN SUP & AM TY 10BWG(1)SA(P)	EA	7	\$155.00	\$62.45	\$415.00	\$2,905.00	\$632.45	\$4,427.15
644-6075	RELOCATE SM RD SN SUPBAM (SIGN ONLY)	EA	1	\$125.00	\$254.00	\$0.00	\$0.00	\$379.00	\$379.00
644-6076	REMOVE SM RD SN SUP&AM	EA	1	\$175.00	\$325.00	\$89.00	\$89.00	\$589.00	\$589.00
680-6003	INSTALL HWYTRF SIG (SYSTEM)	EA	1	\$8,350.00	\$3,894.64	\$16,750.00	\$16,750.00	\$28,994.64	\$28,994.64
682-6001	VEH SIG SEC (12") LED (GRN)	EA	6	\$155.00	\$75.00	\$197.00	\$1,182.00	\$427.00	\$2,562.00
682-6002	VEH SIG SEC (12") LED (GRN ARW)	EA	3	\$155.00	\$75.00	\$168.00	\$504.00	\$398.00	\$1,194.00
682-6003	VEH SIG SEC (12") LED (YEL)	EA	6	\$1\$5.00	\$75.00	\$65.66	\$393.96	\$295.66	\$1,773.96
682-6004	VEH SIG SEC (12") LED (YEL ARW)	EA	1	\$155.00	\$75.00	\$62.10	\$62.10	\$292.10	\$292.10
682-6005	VEH SIG SEC (12") LED (RED)	EA	6	\$155.00	\$75.00	\$69.34	\$416.04	\$299.34	\$1,796.04
682-6006	VEH SIG SEC (12") LED (RED ARW)	EA	1	\$155.00	\$75.00	\$154.12	\$154.12	\$384.12	\$384.12
682-6018	PED SIG SEC (LED) (COUNTDOWN)	EΑ	2	\$225.00	\$64.00	\$325.00	\$650.00	\$614.00	\$1,228.00
682-6021	BACK PLATE (12")(1 SEC)	EA	2	\$12.50	\$0.00	\$12.50	\$25.00	\$25.00	\$50.00
682-6023	BACK PLATE (12")(3 SEC)	EA	7	\$12.50	\$0.00	\$26.50	\$185.50	\$39.00	\$273.00
684-6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	41	\$0.43	\$0.00	\$1.25	\$\$1.25	\$1.68	\$68.88
684-6008	TRF SIG CBL (TY A) (12 AWG) (3 CONDR)	UF	385	\$0.43	\$0.00	\$1.69	\$650.65	\$2.12	\$816.20
684-6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF.	523	\$0.43	\$0.00	\$1.85	\$967.55	\$2.28	\$1,192,44
684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF.	345	\$0.43	\$0.00	\$2.59	\$893.55	\$3.02	\$1,041.90
684-6017	TRF SIG CBL (TY A)(12 AWG)(12 CONDR)	LF	315	\$0.43	\$0.00	\$3.69	\$1,162.35	\$4.12	\$1,297.80
686-6021	INS TRF SIG PL AM(S) 1 ARM (20')	EA	1	\$950.00	\$1,059.65	\$2,250.00	\$2,250.00	\$4,259.65	\$4,259.65
686-6049	INS TRF SIG PL AM(S) 1 ARM (48')	EA	1	\$1,350.00	\$2,200.00	\$13,862.00	\$13,862.00	\$17,412.00	\$17,412.00
686-6053	INS TRF SIG PL AM(S) 1 ARM (50')	EA	1	\$2,725.45	\$2,975.00	\$24,192.55	\$24,192.55	\$29,893.00	\$29,893.00
687-6001	PED POLE ASSEMBLY	EA	2	\$550.00	\$80.00	\$1,495.00	\$2,990.00	\$2,125.00	\$4,250,00
688-6001	PED DETECT PUSH BUTTON (APS)	EA	2	\$215.00	\$33.00	\$550.00	\$1,100.00	\$798.00	\$1,596.00
690-6024	REMOVAL OF SIGNAL HEAD ASSM	EA	2	\$145.00	\$0.00	\$0.00	\$0.00	\$145.00	\$290.00
690-6030	REMOVAL OF PEDESTRIAN PUSH BUTTONS	EA	2	\$235.00	\$0.00	\$0.00	\$0.00	\$235.00	\$470.00
6002-6001	VIVOS PROCESSOR SYSTEM	EA	3	\$1,700.00	\$787.00	\$6,350.00	\$19,050.00	\$8,837.00	\$26,511.00
6002-6002	VIVDS CAMERA ASSEMBLY	EA	3	\$605,00	\$0.00	\$1,850.00	\$5,550.00	\$2,455,00	\$7,365.00
6002-6003	VIVDS SET-UP SYSTEM	EA	1	\$1,512.00	\$0.00	\$0.00	\$0.00	\$1,512.00	\$1,512.00
6002-6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	658	\$1.00	\$0.00	51.86	\$1,223.88	\$2.86	\$1,881.88

Totals: \$24,020.60 \$15,161.74 \$74,964.95 \$128,000.00 \$221,\$29.26 \$0.00.00 \$10,560.00

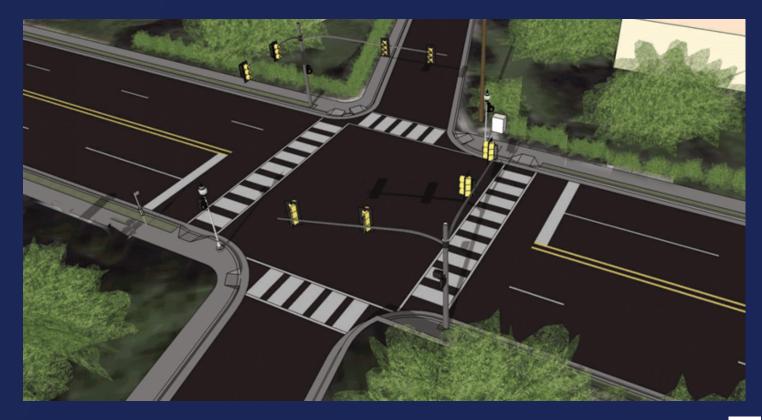
Grand Total \$232,089.26



# **Traffic Signal Agreement**

Global Reach Dr.

**District: 3** 





### Strategic Plan Goal

- >7 Enhance and Sustain El Paso's Infrastructure Network
  - ➤ 7.3 Enhance a regional comprehensive transportation system

No prior council history.





## Purpose of Agreement

Purpose of Agreement

Authorize City Manager to sign Traffic Signal Agreement for the maintenance of a new signalized intersection and pedestrian improvements on existing intersection

Locations

1) 3900 Global Reach Dr.

2) Global Reach and George Perry Blvd.

**Marmaxx Operating** 

New development of Marmaxx/TJX

Distribution Warehouse

- Design and construction of signalized Intersection
- Replacement of existing pedestrian signal
- Responsible for 100% of cost
- (Estimated cost of \$255,298.19)



City of El Paso

Maintain traffic signal improvements



### Project Scope – Location 1



Location 3900 Global Reach Drive

Existing Conditions No traffic signal intersection

Proposed Conditions Three-way traffic signal intersection

Work to be completed

• Design and Installation of functional fourway traffic signal

City of El Paso Maintain traffic signal improvements

Term Work to be completed within 120 days from

the date of the Notice to Proceed

**Existing Conditions** 



**Proposed Conditions** 





### Project Scope – Location 2



Location	Global Reach Dr. and George Perry Blv	ıd.
----------	---------------------------------------	-----

Existing Conditions Four-way traffic signal intersection with pedestrian signal heads mounted on traffic signal heads

signal pole

Proposed Conditions

Four-way traffic signal intersection with pedestrian signal heads mounted on ped poles

Removal of existing pedestrian signal heads

 Installation of pedestrian signal heads on ped poles

City of El Paso Maintain traffic signal improvements

Term Work to be completed within 120 days from

the date of the Notice to Proceed





**Proposed Conditions** 





Work to be completed



### Requested Council Action

That the City Manager be authorized to sign a Traffic Signal Agreement between the City of El Paso ("City") and Marmaxx Operating Corp whereby the City agrees to maintain the traffic signal to be installed by Marmaxx Operating Corp., located at the 3900 Global Reach Dr. and Pedestrian signal improvements located at the intersection of Global Reach Dr. and George Perry Blvd.



# **Mission**

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



Integrity, Respect, Excellence, Accountability, People



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



Integridad, Respeto, Excelencia, Responsabilidad, Personas



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



### El Paso, TX

### **Legislation Text**

File #: 22-1235, Version: 3

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

### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 3**

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.

Resolution authorizing the Mayor to sign a Support Resolution for the McRae Shared Use Path Album to Montana project as applied for in the Transportation Alternative Set-Aside Call for Projects FY2024-2025 fund application; and that the City of El Paso will serve as the public sponsor and lead contact on this Project and commits to fund a minimum local cash match of 20% of the total project cost and any cost overruns.

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

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME

Yvette Hernandez, (915) 212-1860

AND PHONE NUMBER:

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

### **SUBJECT:**

Resolution authorizing the Mayor to sign a support resolution for the McRae Shared Use Path Album to Montana project as applied for in the Transportation Alternative Set-Aside Call for Projects FY2024-2025 fund application; and that the City of El Paso will serve as the public sponsor and lead contact on this Project and commits to fund a minimum local cash match of 20% of the total project cost and any cost overruns.

### **BACKGROUND / DISCUSSION:**

This item is a resolution of support of the City's application for construction funding in FY25 as part of EI Paso Metropolitan Planning Organization's 2024-2025 Transportation Alternatives Set-Aside (TASA) Program Call for Projects. The proposed project, McRae Shared Use Path Album to Montana, would provide connectivity to schools, commercial centers, and parks. The City is also applying for TASA funding in FY24 to construct a shared use path on McRae from Montwood to Album.

#### PRIOR COUNCIL ACTION:

N/A

### AMOUNT AND SOURCE OF FUNDING:

FHWA and State – 80% CO's – 20%

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES \_\_\_NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

*	**************************************

**DEPARTMENT HEAD:** 

(If Department Head Summary Form is initiated by Purchasing, client

department should sign also)

#### RESOLUTION

**WHEREAS**, the Transportation Policy Board, comprised primarily of local elected officials, is the regional transportation policy board associated with the El Paso Metropolitan Planning Organization (EPMPO) and the regional forum for cooperative decisions on transportation; and,

**WHEREAS**, the El Paso Metropolitan Planning Organization on July 5, 2022 announced the availability of approximately \$6,258,334 for the current Transportation Alternatives Set-Aside Program call for projects; and,

**WHEREAS**, the City of El Paso intends to submit a transportation alternative project application for the McRae Shared Use Path Album to Montana project to the El Paso Metropolitan Planning Organization (EPMPO) prior to the October 21, 2022 deadline; and,

**WHEREAS,** the Transportation Policy Board requires the submittal of a resolution as part of the Transportation Alternatives Set-Aside Call for Project application submission with application or no later than October 28, 2022.

### NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1. The City of El Paso supports the McRae Shared Use Path Album to Montana as applied for in the Transportation Alternatives Set-Aside Call for Projects FY 2024-2025 fund application.
- Section 2. The City of El Paso will serve as the public sponsor and lead project contact on this project. The City of El Paso agrees to designate a single point of contact for the project.
- Section 3. The City of El Paso commits to fund a minimum local cash match of 20% of the total project cost.
- Section 4. The City of El Paso confirms that City of El Paso, not the Transportation Policy Board, will be responsible for any cost overruns.
- <u>Section 5.</u> The City of El Paso understands and acknowledges that all awarded funding is provided on a reimbursement basis.
- Section 6. The City of El Paso confirms the project timeline is realistic and commits that if the project is selected for funding, an agreement will be executed within one year of selection and the project will advance to construction within three years from the date of selection.

(Signatures on following page.)

APPROVED this	day of	, 2022.
		THE CITY OF EL PASO:
		Oscar Leeser, Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO I	FORM:	APPROVED AS TO CONTENT:
Polesta Bisto Roberta Brito		<u>Gvette Hernandez</u> Yvette Hernandez, P.E.

City Engineer

Assistant City Attorney





# Transportation Alternative Set-Aside (TASA) Applications



September 27,2022



# **Program**

Transportation Alternatives Set-Aside (TASA) program provides funding for projects and activities defined as **transportation alternatives** including:

- On- and off-road pedestrian and bicycle facilities
- Infrastructure projects for improving non-driver access to public transportation and enhanced mobility
- Community improvement activities
- Environmental mitigation, trails that serve a transportation purpose, and safe routes to school projects

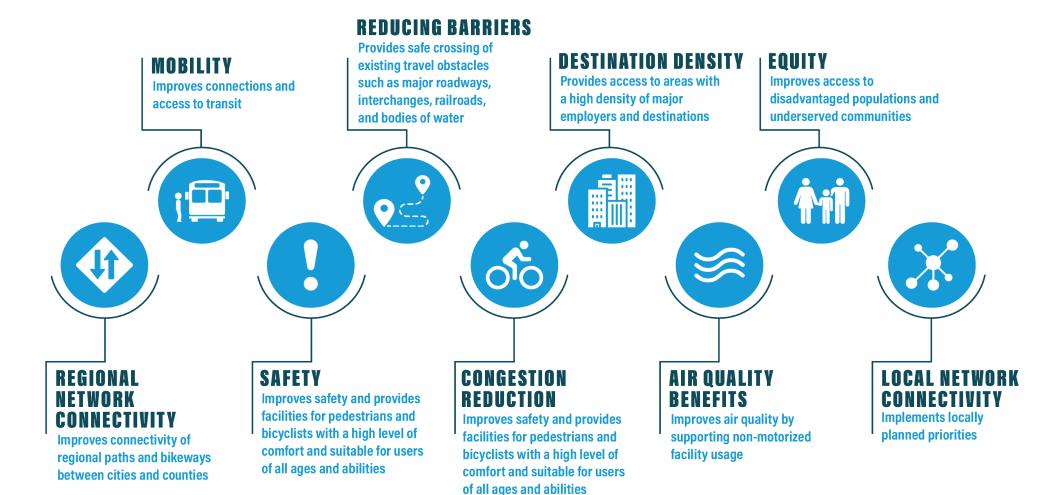
# **Eligibility**

### Facilities for Active Transportation (Pedestrians and Bicycles)

Active transportation projects are those that make non-motorized transport safe, convenient, and appealing. Such projects eligible for TA Set-Aside Program funding include the following activities:

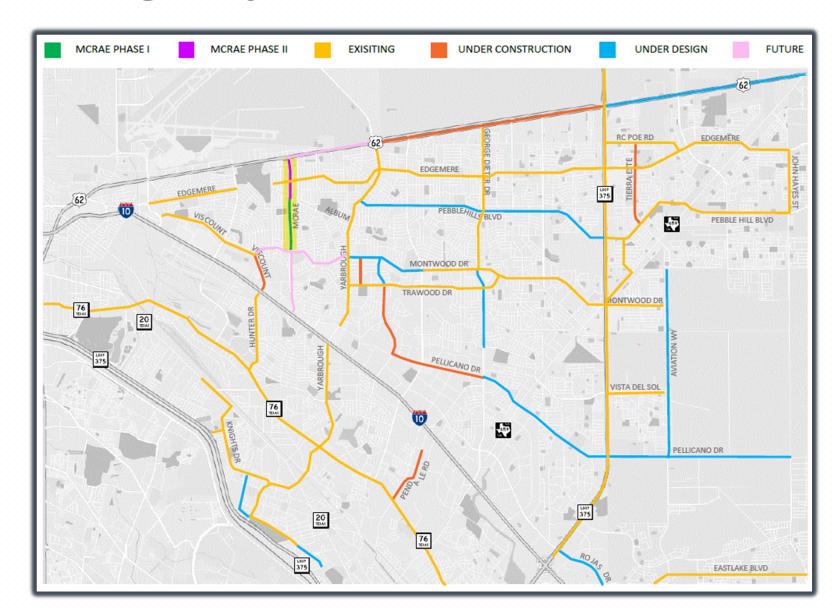
- a) Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic-calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- b) Construction, planning, and design of infrastructure-related projects and systems that will provide **safe routes** for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.

### Criteria



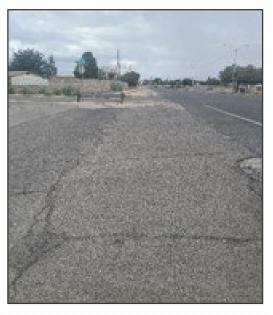
### 

### **COEP Bike Plan**



### **Current Conditions**









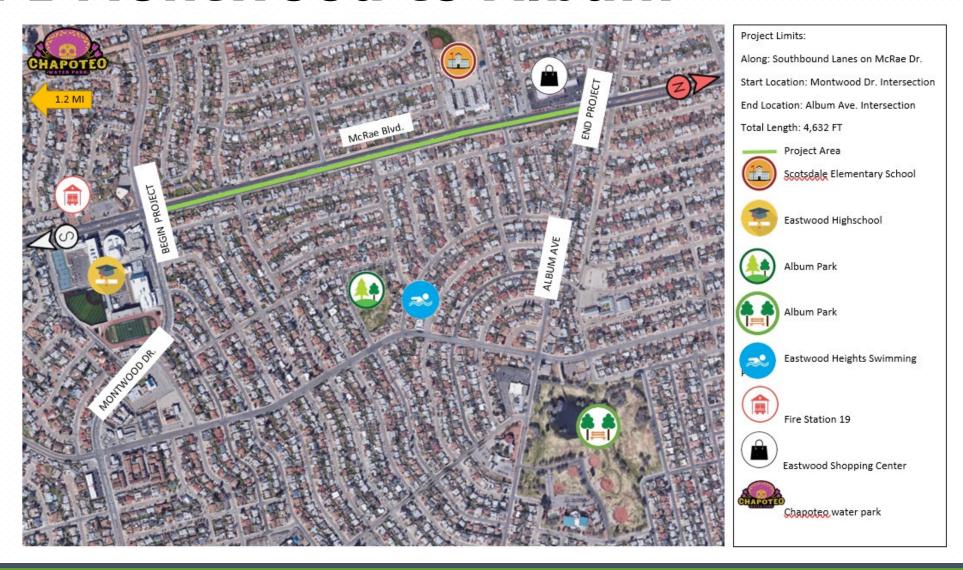






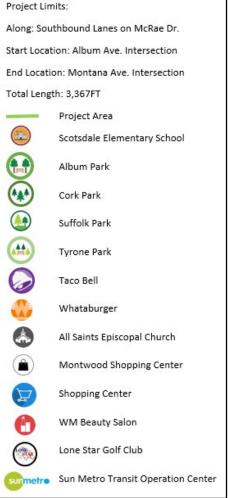


# Project Location – Ph I Montwood to Album



# Project Location – Ph II Album to Montana





# **Project Scope**

### McRae Shared Use Path

- Projects would include:
  - Pedestrian and bicycle path with signage
  - Landscaping
  - ADA curb ramps
  - Solar powered bollard lighting





# **Amount and Source of Funding**

# McRae Shared Use Path Montwood to Album

- Estimated total project cost: \$2.1M
- Estimated Federal participation amount requested \$1.4M
- Estimated City participation amount of \$720,000
- FY 2024

# McRae Shared Use Path Album to Montana

- Estimated total project cost: \$1.9M
- Estimated Federal participation amount requested \$1.25M
- Estimated City participation amount of \$650,000
- FY 2025



### El Paso, TX

### **Legislation Text**

File #: 22-1238, 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.

### **District 3**

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.

Resolution authorizing the Mayor to sign a Support Resolution for the McRae Shared Use Path Montwood to Album project as applied for in the Transportation Alternative Set-Aside Call for Projects FY2024-2025 fund application; and that the City of El Paso will serve as the public sponsor and lead contact on this Project and commits to fund a minimum local cash match of 20% of the total project cost and any cost overruns.

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

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME

Yvette Hernandez, (915) 212-1860

AND PHONE NUMBER:

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

### **SUBJECT:**

Resolution authorizing the Mayor to sign a support resolution for the McRae Shared Use Path Montwood to Album project as applied for in the Transportation Alternative Set-Aside Call for Projects FY2024-2025 fund application; and that the City of El Paso will serve as the public sponsor and lead contact on this Project and commits to fund a minimum local cash match of 20% of the total project cost and any cost overruns.

#### **BACKGROUND / DISCUSSION:**

This item is a resolution of support of the City's application for construction funding in FY24 as part of El Paso Metropolitan Planning Organization's 2024-2025 Transportation Alternatives Set-Aside (TASA) Program Call for Projects. The proposed project, McRae Shared Use Path Montwood to Album, would provide connectivity to schools, commercial centers, and parks. The City is also applying for TASA funding in FY25 to construct a shared use path on McRae from Album to Montana.

### PRIOR COUNCIL ACTION:

N/A

### AMOUNT AND SOURCE OF FUNDING:

FHWA and State – 80% CO's – 20%

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT:

**************************************

**DEPARTMENT HEAD:** 

Svette Hernandez

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

Revised 04/09/2021

#### RESOLUTION

**WHEREAS**, the Transportation Policy Board, comprised primarily of local elected officials, is the regional transportation policy board associated with the El Paso Metropolitan Planning Organization (EPMPO) and the regional forum for cooperative decisions on transportation; and,

**WHEREAS**, the El Paso Metropolitan Planning Organization on July 5, 2022 announced the availability of approximately \$6,258,334 for the current Transportation Alternatives Set-Aside Program call for projects; and,

**WHEREAS**, the City of El Paso intends to submit a transportation alternative project application for the McRae Shared Use Path Montwood to Album project to the El Paso Metropolitan Planning Organization (EPMPO) prior to the October 21, 2022 deadline; and,

**WHEREAS,** the Transportation Policy Board requires the submittal of a resolution as part of the Transportation Alternatives Set-Aside Call for Project application submission with application or no later than October 28, 2022.

### NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

- Section 1. The City of El Paso supports the McRae Shared Use Path Montwood to Album as applied for in the Transportation Alternatives Set-Aside Call for Projects FY 2024-2025 fund application.
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(Signatures on following page.)

APPROVED this	day of	, 2022.
		THE CITY OF EL PASO:
		Oscar Leeser, Mayor
ATTEST:		
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Volesta Birto		_Gvette Hernandez
Roberta Brito		Yvette Hernandez, P.E.
Assistant City Attorney		City Engineer





# Transportation Alternative Set-Aside (TASA) Applications



**September 27,2022** 



# **Program**

Transportation Alternatives Set-Aside (TASA) program provides funding for projects and activities defined as **transportation alternatives** including:

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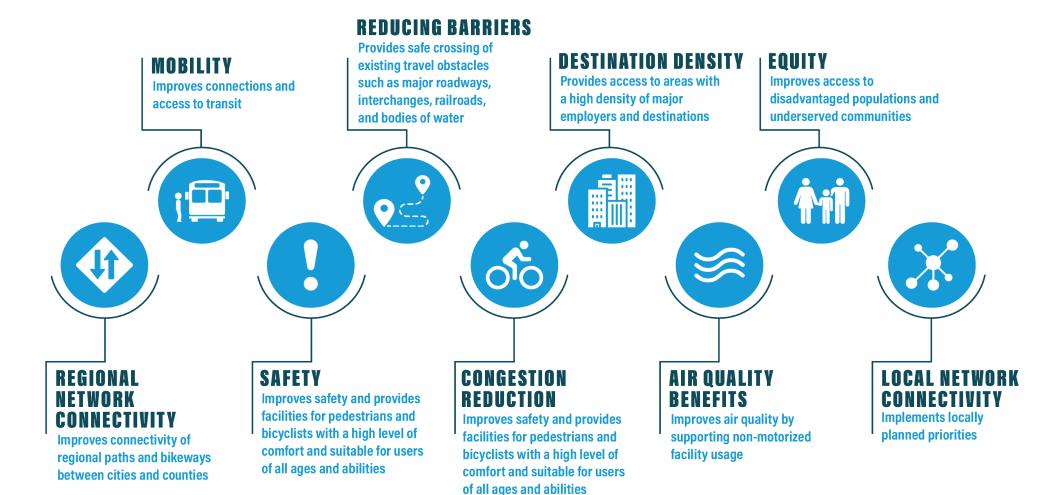
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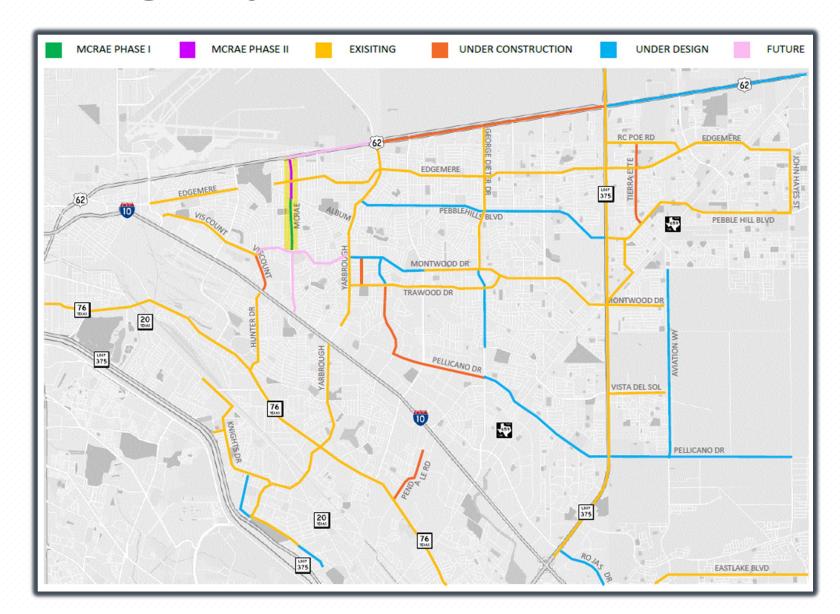
- a) Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic-calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
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### Criteria



# 

# **COEP Bike Plan**



# **Current Conditions**









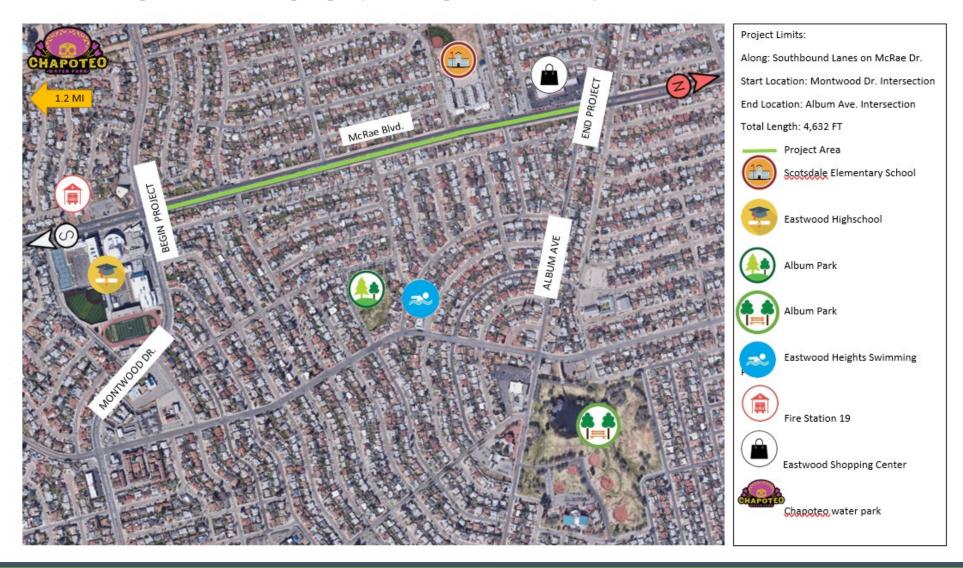






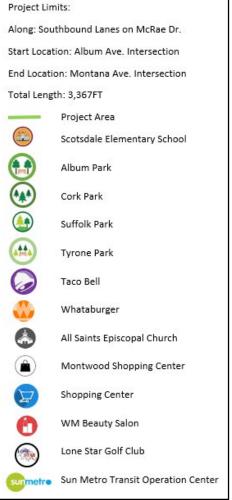


# Project Location – Ph I Montwood to Album



# Project Location – Ph II Album to Montana





# **Project Scope**

# McRae Shared Use Path

- Projects would include:
  - Pedestrian and bicycle path with signage
  - Landscaping
  - ADA curb ramps
  - Solar powered bollard lighting





# **Amount and Source of Funding**

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- FY 2024

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- FY 2025



# Legislation Text

File #: 22-1256, 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.

Bertha A. Gallardo to the City Plan Commission by Mayor Oscar Leeser.

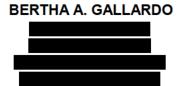


# **Board Appointment Form**

**Submitted On:** Sep 20, 2022, 06:19PM MDT

# City Clerk

Appointing Office	Mayor
Type of Agenda	Consent
Date of Council Meeting	Tuesday, September 27, 2022
Agenda Posting Language	Bertha A. Gallardo to the City Plan Commission by Mayor Oscar Leeser
Name of Board/Committee/Commission	City Plan Commission
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Mayor Oscar Leeser
Nominee Name	Bertha A. Gallardo
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?	YES
If so, please provide names and dates.	Housing Authority Board of Commissioners 2004-2005 City/County Revolving Loan Fund Board 2009-2016
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?	Kathleen Staudt
Incumbent Expiration Date	April 10, 2023
Reason person is no longer in office	Resigned
Date of Appointment	September 27, 2022
Term begins on	September 15, 2021
Expiration Date of New Appointee	April 10, 2023
Term	Unexpired Term
Upload File(s)	Resume - Bertha A. Gallardo.pdf



## PROFESSIONAL EXPERIENCE

### **HCA HOSPITAL SYSTEM**

07/10/2000 TO CURRENT

Public Affairs Officer (01/01/2007 – Current) Las Palmas & Del Sol Regional Healthcare System El Paso, Texas

Responsible for working closely with key hospital system and Division leadership to ensure government affairs activities fully support the organization's objectives. Coordinates legislative initiatives by working with state, local and federal government officials. Responsibility includes representing the Hospital System in public forums and serving as the political liaison for the healthcare system. A member of the legislative team for HCA Texas, I'm involved in the monitoring of legislative and regulatory changes affecting the healthcare industry and conveying support or opposition of bills by way of testifying at hearings and/or speaking with legislators and their staffs. Educate state government and elected officials and their staffs on policy priorities of the organization.

- Design and implement key site engagement strategies to increase public facing interactions with state
  officials.
- Serve as subject matter expert on legislative and regulatory efforts in support of the organization.
- Represent the Hospital System in multiple external facing roles, to include elected government officials, third party organizations, trade associations, regulatory authorities, and other situations as needed.
- Collaborate with executive leadership teams on the strategic support of Government Affairs.
- Ensure the Organization's lobbying and campaign contributions are compliant with all appropriate state agencies, laws, rules and regulations.
- Create strategic, coordinated initiatives to expand corporate identity of integrity and responsibility among key external stakeholders.

# **Community Affairs**

- Oversees the community relations plan and strategies for Las Palmas Del Sol Healthcare.
- Manages and implements Las Palmas Del Sol Healthcare's community relations plan and strategy, including the implementation and maintenance of corporate philanthropic efforts and associated budget oversight.
- Actively builds relationships with key opinion leaders in the community and other external organizations to promote Las Palmas Del Sol Healthcare.
- Works to increase the visibility of Las Palmas Del Sol Healthcare's involvement in community relations and other charitable activities.
- Coordinates and manages corporate sponsorships, including negotiation and activation of sponsorship benefits and planning community partnership strategies.
- Collaborates with the marketing team to support the execution of all special events and community activities
- Represents Las Palmas Del Sol Healthcare at community functions and events, and serves directly in community and civic roles in a leadership capacity.
- Works with the Administrative Director of Marketing to manage the development, distribution and maintenance of print collateral related to sponsorships and community relations.
- Prepares briefing papers, speeches, messages and other materials related to sponsorship activities.
- Collaborates with Administrative Director of Marketing on social media strategy related to sponsorships and community engagement.
- Identifies forums for key leaders, oversees special events featuring key leaders and showcases leadership in strategic arenas.
- Provides direction and support to hospital-based teams on community affairs strategies.

## **Strategic Planning**

In collaboration with the Hospital System leadership, I was responsible for the best use of the organization's resources by helping define and plan the organization's strategic and long-range goals and evaluating the progress or regress of the facility's goals and strategies. Successfully managed the strategic plan in collaboration with CEOs and key directors to ensure integrity of timelines, budgets and processes. Applied good judgement to plan and accomplish goals as well as lead and directed the work of others, as appropriate.

Vice President, Managed Care (07/10/2000 – 12/31/06) HCA Corporate Las Palmas & Del Sol Regional Healthcare System El Paso. Texas

Responsible for negotiating domestic and international managed care contracts for the HCA System in El Paso, Texas that consists of two acute care hospitals, one inpatient rehabilitation hospital, two ambulatory surgical centers and various ancillary facilities. Appointed to various Corporate Task Force groups, including the Texas Medicaid Legislative Changes and Government Managed Care Programs, which required research, reporting and corporate operational recommendations. Responsible for the government relations function for the HCA El Paso market during the regular and special sessions of the Texas Legislature. Responsible for addressing issues and testifying before legislative committees as it relates to healthcare, health insurance plans and State and Federal regulations governing the healthcare industry. Worked closely with local brokers, managed care plans, and successfully acquire over 30,000 covered lives on an exclusive basis for the System.

TENET HEALTHCARE 05/01/95 – 06/2000

Hospitals of Providence formerly Sierra Providence Health Network Executive Director, Managed Care Services Physician Hospital Organization El Paso, Texas

Responsible for negotiating domestic and international managed care contracts for Sierra Providence Health Network, a Tenet healthcare system which consisted of two acute care facilities, one inpatient rehabilitation hospital and several ancillary facilities. Also responsible for the implementation and operation of the hospital based Physician Hospital Organization (PHO). Worked closely with health plans to determine network gaps and develop a network contracting strategy to address those gaps.

### THE ADMAR CORPORATION

08/01/94 - 04/95

VP, Network Operations Santa Ana, California

Responsible for the operational and administrative functions related to the development and implementation of market specific provider networks, contracts and fee schedules. Prepared analysis to determine the need for network providers in identified areas and developed strategic plans to enhance provider availability in targeted markets. Responsible for the timely and accurate loading of contracts, provider network information and fee schedules.

# YSLETA INDEPENDENT SCHOOL DISTRICT

08/30/93-07/94

Administrator, Employee Benefits El Paso, Texas

Responsible for the administration of employee benefits for the state's fifth largest school district, with over 6,000 employees. Responsible for the district's compliance processes having to do with Federal and State laws. Interpreted and enforced the district's self-funded health and workers' compensation plans, retirement plan, annuities, Flex benefits, cafeteria plan, and staff leave/absence policies and procedures.

### COLUMBIA/HCA HEALTHCARE CORPORATION

1/28/90-08/93

**Director, Corporate Marketing/Managed Care El Paso, Texas** 

Responsible for evaluating group health and national managed care plans for contracting opportunities. Analyzed, reviewed, developed and negotiated managed care contracts as well as marketed the organization's consumer benefit program.

## PROVIDENCE MEMORIAL HOSPITAL

05/04/77-01/90

Manager, Corporate Marketing (Last position held) El Paso, Texas

Responsible for the marketing of the Preferred Provider Agreements (a hospital based managed care product), First Step (hospital based employee assistance program), Occupational Health Services and various educational and health care related services.

# **EDUCATION & CERTIFICATIONS**

- University of Texas at El Paso Business Administration
- Temple University Certification, Advanced Direct Contracting
- Harvard University Certification, Mutual Gains Approach to Negotiations
- Bilingual: Can read, write and speak Spanish fluently.

### **ACTIVITIES/HONORS/AWARDS**

## Workforce Board Borderplex

Currently a board member until September 2022

- 2014 to 2016: Board Chair
- 2012 to 2013: Board Vice Chair
- 2011: Board Secretary
- 2007 to Current: Private Sector Representative to the Board of Directors
  - o Current: Past Chair
  - o Current: Economic Development Committee
  - o 2012: Business Development Committee Member
  - o 2009 2012: Vice Chair, Oversight and Evaluation Committee
  - o 2008 2012: O&E Committee Member

## Greater El Paso Chamber of Commerce

- 2014 to 2017 Governing Board
- 2013 Chair, Government Relations Division
- 2013 Governing Board (Committee Chair Member)
  - o Executive Committee Member
- 2007-Current Government Relations Committee Member
- 2000-Current Member, Healthcare Council and Government Relations Committee
  - o 2006 to 2014: Executive Board Member
- 2006-Current Public Affairs Committee
  - o 2009 2011: Co-Chair
- 2006-2010: Access to Healthcare Committee, Member

- 1999 Community Legislative Committee, Member
- 1999 Facilities Committee, Member
- 1997-1999 Healthcare Committee, Member
- 1992 Diplomat Campaign, Co-Chair

### Texas Association of Workforce Boards

o 2015 - Co-Chair, External Affairs

# Texas Medicaid and CHIP Regional Advisory Committee

- 2012 to 2015: Committee Member

### County of El Paso Board of Ethics

- 2004/2005 Board Chair
- 2003/2004 Board Vice Chair

# Senatorial Appointment (Sen. Eliot Shapleigh)

- 2002 Chair, Insure El Paso Employer's Forum
- 2000-02 Co-Chair, Children's Health Insurance Plan Enrollment Initiative
  - 2000 Certificate of Appreciation/Children's Health Insurance Program presented by Senator Eliot Shapleigh

### Better Business Bureau

2015 - Current: Board of Governors

2006 - 2012: Board Member

# City/County Revolving Loan Fund Board

- 2009 to 2016: Board Member

# Mayoral appointment to the City of El Paso Housing Authority Board

- 2004 - 2005 Board Vice Chair

## The Greater El Paso United Way, Past Board Member

- 2014 to 2016: Board Member
- 2003 Co-Chair, Allocations Committee
- 1999 Chair, Allocations Panel
- 1999 Chair, Agency Relations Committee
- 1992 Chair, Allocations Panel

# American Association of Preferred Provider Organizations, Member

- 1999 Legislative Committee Member

# El Paso Association of Healthcare Underwriters, Member

- 1999 Chair, Education and Programs/CEU Committee

# El Paso Hispanic Chamber of Commerce, Past Board Member

- 1999 Executive Board Member

### El Paso International Children's Hospital Committee, Past Member

## Socorro Independent School District

- Superintendent's Advisory Committee Member

## Ysleta Independent School District,

- 2007 DEIC Task Force

### Southwest Healthcare Executives, Member

El Paso Political Sub-Division Healthcare Coalition, Past Member

1994 Co-Chair

The American Red Cross, El Paso Chapter, Past Board Member

- 1993 Chair, Fund Raising Committee

1992 Gubernatorial appointment (Gov. Ann Richards), Board of Directors, Upper Rio Grande Private Industry Council

- 1993 Chair, Marketing Committee
- 1993 Policy/Staff Review Committee

University of Texas at El Paso

- 1992 Professional Women's Network, Past Member

Greater El Paso Chamber of Commerce Leadership El Paso Alumni

- 1992 Graduate, Class XIV

1987 Outstanding Young Women of America

# El Paso, TX

# Legislation Text

File #: 22-1259, 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 Peter Svarzbein, (915) 212-0001

### AGENDA LANGUAGE:

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

Nadia Baem to the Historic Landmark Commission by Representative Peter Svarzbein, District 1.



# **Board Appointment Form**

**Submitted On:** Sep 21, 2022, 11:14AM MDT

# City Clerk

Appointing Office	Representative District 1			
Type of Agenda	Consent			
Date of Council Meeting	Tuesday, September 27, 2022			
Agenda Posting Language	Appointment of Nadia Baem to the Historic Landmark Commission by District 1 Representative Peter Svarzbein			
Name of Board/Committee/Commission	Historic Landmark Commission			
Appointment Type	Regular			
Special Qualification Category (if applicable)				
Nominated By	Representative Peter Svarzbein			
Nominee Name	Nadia Baem			
Nominee Email Address				
Nominee Mailing Address				
If so, please provide names and dates.	Downtown Management District - current			
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?	Christopher R. Esper			
Incumbent Expiration Date	October 28, 2021			
Reason person is no longer in office	Term Expired			
Date of Appointment	September 27, 2022			
Term begins on	October 29, 2021			
Expiration Date of New Appointee	October 28, 2023			
Term	1st Term			
Upload File(s)	NADIA's Resume (2) (1).pdf			





Contract and lease negotiations

Budget and Development Forecasting

Market Research and analytics

Problem solving



English

Native or Bilingual Proficiency

Spanish

Full Professional Proficiency



Sustainable Mixed-Use Developments

Environmental Social Governance

Historic Properties and Restoration

Infrastructure

# NADIA BAEM

# Commercial Real Estate Agent

Nadia is a seasoned Real Estate agent and native to El Paso, Texas, fluent in English and Spanish. For over 10 years her charisma and true passion for the industry has lead to a solid history of success. Proven through her negotiating skills. With advanced knowledge of the marketplace and her knack for strategy. Providing high-quality performance with communication, marketing skills, and and an assiduous talent for cultivating and supporting tenant relationships. Her charisma and true passion for the industry is proven through her commitment to the client and the cities progress.

# **WORK EXPERIENCE**

# Commercial Agent GRAYCE Property Consultants

10/2020 - Present

Full Service Commercial Real Estate Brokerage

Achievements/Tasks

 Assisting Healthcare users, investors, developers, and publicly traded REITs i.e Well Tower, Physicians Realty Trust, Healthcare Realty Trust, American Healthcare REIT, proactively working to acquire and develop assets throughout the country. With over 80 AC of land under contract in 2022 and currently overseeing medical office portfolios of over 2,000,000 SF throughout Texas.

Contact: Sarah Dominguez - President - 915-433-0800

# Leasing Agent MIMCO Properties

03/2019 - 03/2020

El Paso, Texas

Retail Full Service Real Estate Corporation

Achievements/Tasks

 Established relationships with associates and partners. Worked leases in retail and flex warehouse spaces throughout MIMCO s El Paso - Las Cruces, NM Portfolio. Provided marketing enhancements in social media and gained a reputable amount of clients vendors.

Contact: Hector Martinez - Senior Leasing Agent/Supervisor - 915-217-5277

# **Realtor** SKYE Brokerage

2016 - 2020

Full Service Real Estate Brokerage

El Paso, Texas

El Paso, Texas

Achievements/Tasks

 Sold over \$2,000,000.00 in residential Real Estate in 2018. Oversaw tenant relations and leasing 40 apartment units representing 51K+ sq. ft. for Martin Building LLC. 215 N. Kansas St. El Paso, TX 79901 Held bottom-line responsibility for end-to-end property leasing functions, including tenant relations and oversight of contracted services. Maintained proactive focus on sustaining full occupancy levels. Interfaced internally and externally

Contact: Erin Salsbury Broker - 915-833-0880

# **ORGANIZATIONS**

El Paso Downtown Managment District (10/2021 Present)

Board Member

CCIM National (2019 Present)

Member

# **ORGANIZATIONS**

Border CIE (2018 Present)

Member

ICSC (2021 Present)

Member

National Association of Hispanic Real Estate Professionals (2016 Present)

# **©** CERTIFICATES

Cornell University Commercial Real Estate (06/2019 03/2020)

# **ACHIEVEMENTS**

Physicians Realty Trust Brokerage Firm of the Year Award (2020)

# **EDUCATION**

**Psychology** El Paso Community College

2015 - 2017

# El Paso, TX

# Legislation Text

File #: 22-1257, 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.

Rene D. Peña to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.



# **Board Appointment Form**

**Submitted On:** Sep 21, 2022, 10:51AM MDT

# City Clerk

Appointing Office	Mayor
Type of Agenda	Consent
Date of Council Meeting	Tuesday, September 27, 2022
Agenda Posting Language	Rene D. Peña to the City of El Paso Employees Retirement Trust Board of Trustees
Name of Board/Committee/Commission	City of El Paso Employees Retirement Trust Board of Trustees
Appointment Type	Regular
Special Qualification Category (if applicable)	
Nominated By	Mayor Oscar Leeser
Nominee Name	Rene D. Peña
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?	YES
If so, please provide names and dates.	City of El Paso Employees Retirement Trust Board of Trustees 2006-2008, 01/2011-01/2013, 09/2013-04/2015 and 05/2015-04/2017
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?	Jerry Romero
Incumbent Expiration Date	April 30, 2023
Reason person is no longer in office	Resigned
Date of Appointment	September 27, 2022
Term begins on	May 01, 2021
Expiration Date of New Appointee	April 30, 2023
Term	Unexpired Term
Upload File(s)	Resume - Rene D. Peña.pdf

# RENE D. PEÑA. CPA

CERTIFICATION Certified Public Accountant licensed by the States of Texas and New

Mexico

MEMBERSHIP American Institute of Certified Public Accountants

**Texas Society of Certified Public Accountants** 

El Paso Chapter of the Texas Society of Certified Public Accountants

(Past-President)

Former Member American College of Forensic Examiners

EXPERIENCE Peña Briones McDaniel & Co., P.C.: Principal/Shareholder

Mr. Peña has over forty years of experience in public accounting. In addition to being the Audit Principal and President of the Firm, he has become a volunteer speaker and instructor of auditing and accounting to members of both public accounting and private industry throughout Texas and the El Paso Southwest area focusing on nonprofit business management.

Mr. Peña has diversified client exposure, specifically including private industries, nonprofit, governmental, financial institution, construction industries, litigation support, and healthcare.

EDUCATION B.B.A. in Accounting, University of Texas at El Paso

Mr. Peña has continued to extend his education throughout his public accounting career by attending and instructing continuing education seminars and courses. He has attended and instructed numerous courses in the following areas:

- governmental, non-profit and fund accounting, including federally assisted programs
- financial institution accounting
- current updates of technical nature in audit, tax, and advisory services
- litigation support and business valuation

# COMMUNITY SERVICE

Mr. Peña has been appointed by three Texas Governors to the Texas Healthy Kids, Texas State Board of Geoscientist, State Board of Physical Therapist and Texas Optometry Board. He recently served as Chairman of the El Paso City Employee Pensions Board, as well as Treasurer of El Paso Parochial School Board and currently serves on the Texas State Optometry Board, and the El Paso CPA Board. He also has served on the AICPA Joint Trial Board and National AICPA Council, as well as Treasurer on the Executive Committee for the Texas Society of CPA's, President, and state director for the El Paso Chapter of Certified Public Accountants and Treasurer of El Paso Parochial School Board. He has also served as a commissioner for the El Paso Housing Authority as well as a Director of the Rio Grande Girl Scout Council, Upper Rio Grande Development Corporation, a Community development corporation, Board of Directors of the El Paso Zoological Society, a local board, and director of the school ground restoration committee.

# El Paso, TX

# Legislation Text

File #: 22-1218, Version: 1

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

# **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

### **All Districts**

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

### AGENDA LANGUAGE:

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B)

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

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

### SUBJECT:

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A)

### **BACKGROUND / DISCUSSION:**

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

### PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

# **AMOUNT AND SOURCE OF FUNDING:**

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_NO

PRIMARY DEPARTMENT: Tax Office SECONDARY DEPARTMENT: N/A

DEPARTMENT HEAD: Maria O Pasillas

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

Revised 04/09/2021

# TAX REFUNDS September 27, 2022

1.	Stewart Title, in the amount of \$2,552.01 made an overpayment on November 11, 2021 of
	2021 taxes.

(Geo. # C518-999-1010-0300)

2. Prosperus Title & Escrow LLC, in the amount of \$4,014.78 made an overpayment on August 08, 2022 of 2021 taxes.

(Geo. # L447-999-0540-8100)

3. Roadrunner Recovery, in the amount of \$7,100.40 made an overpayment on July 29, 2022 of 2022 taxes.

(Geo. # S658-999-0100-5000)

Maria O. Papillas

Laura D. Prine City Clerk Maria O. Pasillas, RTA Tax Assessor Collector SEP 15 2022

STEWART TITLE COMPANY

2244 TRAWOOD STE 101 EL PASO (TX 79935



1384165

# MARIA O. PASILLAS, RTA CITY OF EL PASO TAX ASSESSOR COLLECTOR 221 N. KANSAS, STE 300 EL PASO. TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Geo No. C518-999-1010-0300 Prop ID 72299

Legal Description of the Property 101 CIELO VISTA PARK #P LOT 2 (9860 SO

8805 EL DORADO DR 79925

OWNER: SCHWARTZBERG GARY

2021 OVERAGE AMOUNT \$2,552.01

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MÉDICAL CENTER OF EL PASO 2,552,01

Dear Taxpayer.

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

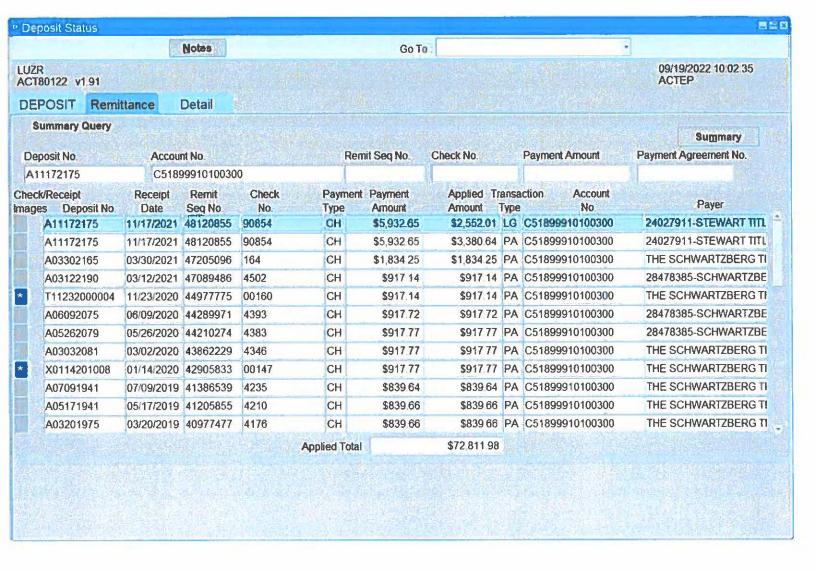
Step 1, Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund he issued for Name:  Stewart Title  Address: 2244 Trawood, Ste. 101  City, State, ZijEl Paso, TX 79935			
	Daytime Phonè No.: E-Mail Address:			
Step 2. Provide payment information. Please attach copy of cancelled glieck, original receipt, online payment confirmation of				
bank/credit card statement TOTAL AMOUNT PAID (sum of the above amounts): 5932, 65				
Step 3. Provide reason för this refund.	Please theck one of the following:  I paid this account in error and I am entitled to the refund.			
Please list any accounts und/or years that you intended to pay				
with this pverage.	I want this payment applied to next year's taxes.			
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
		*****		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below. I hereby apply for the refund of the above-described taxes and certify that the information 1 have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code. Sec. 37.10.)			
fue 9/19/22	SIGNATURE OF REQUESTION (REQUIRED) PRINTED NAME & DATE 9-15-22	1		
		1		
TAX OFFICE USE ONLY:	Approved Denied By: Date: 916.22			

v52.1.8

The safe free grant programme.

Print Date: 08/10/2022

0



SEP 12 2022

# MARIA O. PASII LAS, RTA CITY OF EL PASO TAX ASSESSOR COLLECTOR 221 N. KANSAS, STE 300 EL PASO, TX 79901 PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

Gen No. L447-999-0540-R100

3904 LEAVELL AVE 7990H

Prop ID 385114

Legal Description of the Property

54 LOGAN REIGHTS 28 TO 30 (9000 SQ FT)

PROSPERUS TITLE & ESCROW LLC 1300 AIRWAY BLVD #108 EL PASO, TX 79925



OWNER RIM CONSTRUCTION LLC

2021 OVERAGE AMOUNT \$4,014.78

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

Dear Laxpayer:

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

Step 1. Identify the refund	Who should the relinable is:	ancel to		
recipient. Show information for whomever will be receiving the refund.	City, State, Zip: El	5 Title of ES cucy Blv of SI aso IX 19 288-2468	CFOLU 11C e 108 V 9,25 L-Mail Address: 0/1014.	Placer a Gospewit
Step 2. Provide payment	Payment made by:	Charle No.	Date Paid Amo	mar Paral
information. Please attach copy of cancelled check, original receipt, online payment confirmation or	Ospens Take	27061	8/2/1002 18,5	543.85
bank/credit card statement.	the above amounts)			
Step 3. Provide reason for this refund.  Please list any accounts and/or years that you intended to pay with this overage	I want this payment a	error and I am entitled to the re it. Please refund the excess to t pplied to next year's taxes.		listed below):
Step 4, Sign the form, Unsigned applications cannot be processed.	have given on this form is tru	ie and correct. ( If you make a	e-described taxes and certify that the fulse statement on this application the Texas Penal Code, Sec. 37.10	, you could be found
ne alista	SIGNATURE OF REQUEST	FOR (REQUIRED)	PRINTED NAME & DATE	9/12/12

v52.1.8

TAX OFFICE USE ONLY

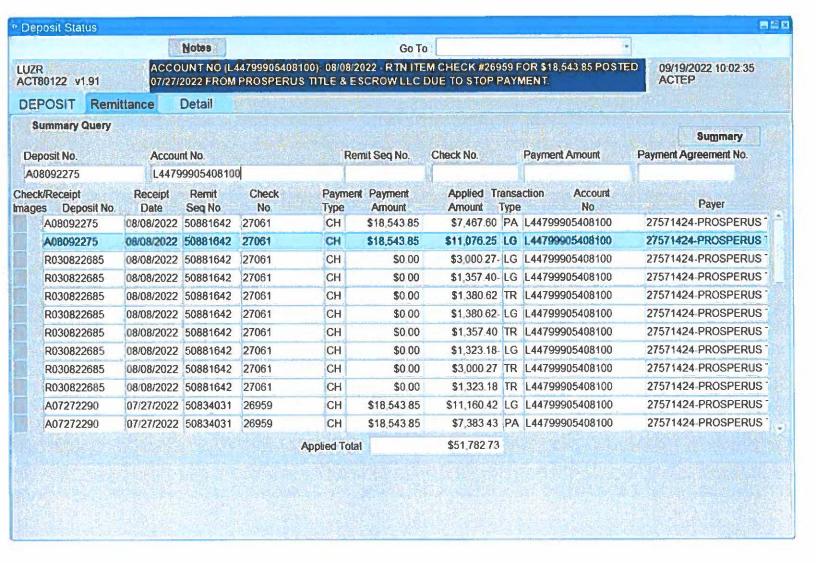
Approved

Denied

Print Duras 19972 2022

Date:

Lyn



# OP

# THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901



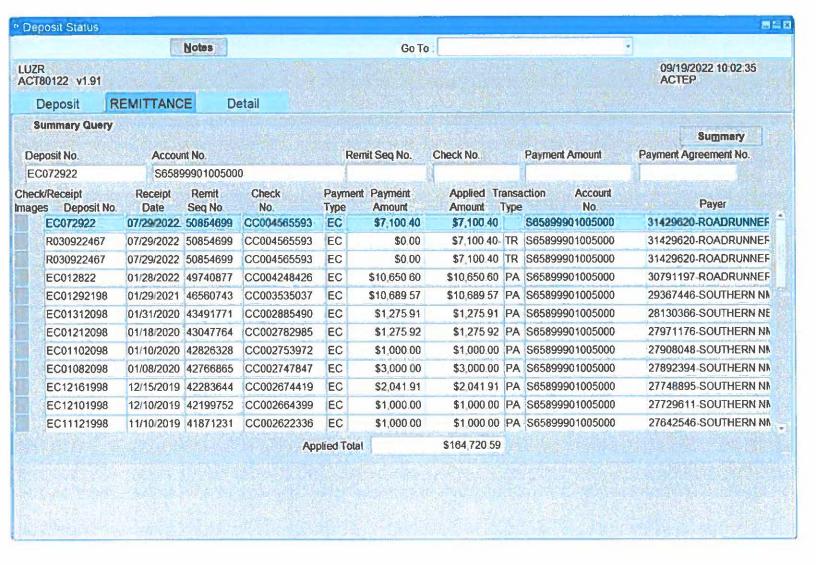
TAX OFFICE RECEIVED

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

		APPLICATION FOR T					
		lects properly taxes for all elig	ible property t	axing ent	ities within El Pa	so County.	
PLICANT MUST PROV	VIDE THE FOLLOWING INF	ORMATION:					
Refund To:  Roadrunner Recovery		Phone: HOME: WORK: 575-496-9537		Property ID# (One application per account)  \$65899901005000 (293750)			
dress (mail refund to O Box 2275 Las C	V	Property Address: Andro: Legal Description: 405 Orgain	ı Way				
		01 / 11 0 5 / 21	Amount of tax	an anida	Amount of m	ofund requeste	d.
ax year requested:	Date payment made:	Check No. & Date, if known:		as paru.		aronto requeste	U.
2022	07/29/2022		7100.40		7100.40		
			-		_		
	TOTAL AMOU	NT (sum of the above amounts)	7100.40		7100.40	V	THE TENT
	TOTAL AUTOU	141 (adm) of the appret children		v Council i	approval required	if over \$2,500	
	<u>REQUIRED:</u> bank statement :	Copy of original receipt, from showing item elected (both th	it & buck of ne	gotiaten	theck OR		
EASON FOR OV	ATTIME OF THE STORY	Property has been sold, title				cting taxes.	
				-\$4772)			
Up		tain this refund is true and o	correct."	Date.	09/06/2022		V
Requestor signa Cathy Lind	ture:	=			<b>v.</b> p.	V40	223
Printed name:				Title:			10000
(2) Imprisonment	up to can year, to fine and a the date of	eting fathe pather is subject to (1) h sect NZ 662, at thath, (Sect 37.10 Pens the passions of the taxposer symbols	al Cardiel An appolic	ation for 6	aguad alast ar maa	nope, w politica d accorr	ejter
TAX OFFICE Entry:	(V) REF	UND APPROVED	2000				
ax Office Approval	0	N.H.			Date:	9.8.	22
(Placed on City Co	und Agenda over \$2.5	112/22			_ Date:		
( ) Record	d documentation (Tax of overpayment not fo	receipt, Canceled Check, Banl			not submitted.		201
Againman or the Netions V	h-labre				PID # .	293758	anan

317

SEP 0 6 2022





# El Paso, TX

300 N. Campbell El Paso, TX

# Legislation Text

File #: 22-1258, 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 5**

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

### AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions of Five Hundred Dollars or greater by Representative Isabel Salcido in the amounts of \$500 Paul and Suzanne Alexander Dipp; \$500 Julio Cesar Viramontes; \$2,000 Demetrio Jimenez; \$500 Joseph C. Gaskins; \$1,038.73 by Adam Frank; \$2,500 Raymond and Kathy Palacios; \$1,000 by Ruben Chavez; \$1,000 by Dan W. Olivas; \$1,000 by Eduardo A. and Maria R. Rodriguez; \$2,500 by Maria F. Teran; \$1,000 by Olivia Alba; \$500 by Jorge and Yvonne D. Ojeda; \$2,000 by Gary and Cecilia Porras; \$1,000 by Sergio and Mariza Garcia; \$1,000 by Dion J. Castro; \$2,500 by Richard A. Castro; \$500 by Oscar Venegas; \$2,500 by Edward and Margarita Escudero; \$1,000 by Duane E. Murphy; \$500 by Carmen Renee Jimenez; \$2,500 by Randall J. Bowling; \$2,500 by Robert Bowling.

# **Legislation Text**

File #: 22-1226, 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 Aviation, Sam Rodriguez, (915) 212-7300

### AGENDA LANGUAGE:

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

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

# Award Summary:

The award of Solicitation No. 2022-0245R Air Service Development Consulting Services to InterVISTAS Consulting, Inc. for an initial term of three (3) years for a total initial estimated award of \$225,000.00. The award also includes a two (2) year option for an estimated amount of \$150,000.00. 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 \$375,000.00.

### Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$75,000.00 for the initial term, which represents a 25% increase due to market conditions and inflation.

Department: El Paso International Airport
Award to: InterVISTAS Consulting, Inc.

Washington, DC

Initial Term: 3 Years
Option: 2 Years

Initial Term Estimated Award: \$ 225,000.00 (3 years)
Option Term Estimated Award: \$ 150,000.00 (2 years)
Total Estimated Award: \$ 375,000.00 (5 years)
Account No.: 521160-562-3000-62030
Funding Source: Airport Enterprise Funds

District(s):

# File #: 22-1226, Version: 1

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and the El Paso International Airport Departments recommend award as indicated InterVISTAS Consulting, Inc. the highest ranked 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: September 27, 2022

PUBLIC HEARING DATE: NA

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Sam Rodriguez, Chief Operations Officer, Aviation, (915) 212-1845

Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-

1218

DISTRICT(S) AFFECTED: All

**STRATEGIC GOAL:** 1 – Cultivate an Environment Conducive to Strong, Sustainable Economic

Development

**SUBGOAL:** 1.4 – Grow the core business of air transportation.

### SUBJECT:

The award of Solicitation No. 2022-0245R Air Service Development Consulting Services to InterVISTAS Consulting, Inc. for an initial term of three (3) years for a total initial estimated award of \$225,000.00. The award also includes a two (2) year option for an estimated amount of \$150,000.00. 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 \$375,000.00.

## **BACKGROUND / DISCUSSION:**

The Consultant will assist the Department of Aviation staff to maximize its Air Service Development Program to improve air service for El Paso International Airport. The Consultant will evaluate specific passenger routes/service and formulate a plan to address deficiencies, and represent the City and the Airport at national and international air service conferences as well as at airline headquarter meetings. Additional work will include data gathering and analysis, airline relation development, and provide industry trend analysis with regard to passenger traffic recovery.

### SELECTION SUMMARY:

Solicitation was advertised on March 8, 2022 and March 15, 2022. The solicitation was posted on City website on March 8, 2022. The email (Purmail) notification was sent out on March 10, 2022. There was thirty-one (31) viewers online; two (2) proposals was received; none from local suppliers. An Inadequate Competition Survey was conducted.

# **CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$75,000.00 for the initial term, which represents a 25% increase due to market conditions and inflation.

### **PROTEST**

No protest received for this requirement.

### PRIOR COUNCIL ACTION:

NA

# **AMOUNT AND SOURCE OF FUNDING:**

Amount: \$375,000.00

Funding Source: Airport Enterprise Funds

Account: 521120-562-3000-62030

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>NO</u>			
	T: El Paso International Airport  //ENT: Purchasing & Strategic Sourcing		
******  DEPARTMENT HEAD:	**************************************		
	Sam Rodriguez, Chief Operations Officer, Aviation		

# COUNCIL PROJECT FORM (RFP)

**************************************
FOSTING LANGUAGE DELOW

Please place the following item on the **CONSENT** agenda for the Council Meeting of September 27, 2022.

# Strategic Goal 1: Cultivate an Environment Conducive to Strong, Sustainable Economic Development

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

## **Award Summary:**

The award of Solicitation No. 2022-0245R Air Service Development Consulting Services to InterVISTAS Consulting, Inc. for an initial term of three (3) years for a total initial estimated award of \$225,000.00. The award also includes a two (2) year option for an estimated amount of \$150,000.00. 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 \$375,000.00.

### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$75,000.00 for the initial term, which represents a 25% increase due to market conditions and inflation.

Department: El Paso International Airport
Award to: InterVISTAS Consulting, Inc.

Washington, DC

Initial Term: 3 Years Option: 2 Years

Initial Term Estimated Award: \$ 225.000.00 (3 years)
Option Term Estimated Award: \$ 150,000.00 (2 years)
Total Estimated Award: \$ 375,000.00 (5 years)
Account No.: 521160-562-3000-62030
Funding Source: Airport Enterprise Funds

District(s):

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and the El Paso International Airport Departments recommend award as indicated InterVISTAS Consulting, Inc. the highest ranked proposer for this procurement. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

*******ADDITIONAL INFO	D BELOW************************************
------------------------	---

### CITY OF EL PASO REQUEST FOR PROPOSAL (RFP) SCORESHEET

PROJECT: 2022-0245R Air Service Development Consulting Services

Evaluation of Submitte	nl .		
	MAX POINTS	Intervistas Consulting Inc.	Informa Princeton LLC dba Airport Strategy and Marketing LTD
		\$112,500.00	\$145,236.00
1. Fee's	20	20.00	15.29
2. Approach to Scope of Work	25	21.25	19.25
3. Experience of Consulting Firm	20	17.75	17.00
4. Qualifications of Staff	20	18.00	16.50
5. Airline Relationships and Market Promotions	15	12.75	11.75
TOTAL SCORE	100	89.50	79.79
Rank		1	2



### CITY OF EL PASO REQUEST FOR PROPOSALS TABULATION FORM



Bid Opening Date: April 6, 2022 Solicitation #: 2022-0245R

Project Name: Air Service Devolpment Consulting Services

Department: El Paso International Airport

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Informa Princeton LLC dba Airport Strategy and Marketing LTD	Lake Success, NY	Yes
Intervistas Consulting Inc.	Washington, DC	Yes
RFPs SOLICITED: 10 LOCAL RFPs SOLICITED	: 0 RFPs RECEIVED: 2 LOCAL RFPs RECEIVED	D: 0 NO RFPs: 0

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved: <u>D.R</u> **ω** ρ: 7/15/2022 Ailevon LLC Attn: Brad DiFiore 12770 Coit Road, Suite 1217

Dallas, TX 75251

Brad.difiore@ailevonpacific.com

InterVistas

Attn: Barney Parrella

7200 Wisconsin Avenue, Suite 1103

Bethesda, MD 20814

Barney.parrella@intervistas.com

Accenture Attn: Brian Stieglitz 161 N Clark St Chicago, IL 60601

Accenture.direct@accenture.com

Volaire Aviation Attn: Kris Nichter

8500 E 116th St, Suite 728

Fishers, IN 46038

kris@volaireaviation.com

Boyd Group International Attn: Dan Cohn

78 Beaver Brook Canyon Road

Evergreen, CO 80439

Mead & Hunt

Attn: Joseph Pickering

2011 Commerce Drive, Suite D103

Peachtree City, GA 30269

joseph.pickering@meadhunt.com

Sabre Airlines Solutions Attn: Justin Danehy 1382 Marion Walk SE Atlanta, GA 30315

Justin.Danehy@sabre.com

Campbell-Hill Aviation Group, LLC Attn: Eric Ford 700 North Fairfax Street, Suite 300 Alexandria, VA 22314 eford@av-econ.com

Sixel Consulting Group, Inc.

Attn: Mark Sixel 1180 West 15th Ave. Eugene, OR 97402

mark@sixelconsulting.com

**Trillion Aviation** Attn: Dan Benzon

4301 W William Cannon Dr. Suite

B-150, #293 Austin, TX 78749

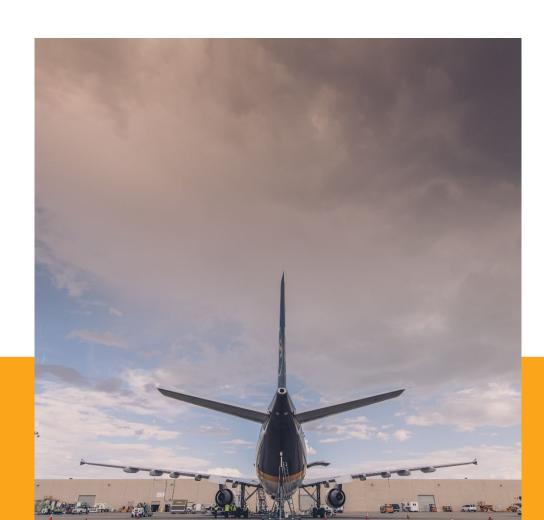
dbenzon@trillionav.com



### El Paso International Air Service Consulting Contract

9/27/22







## Vision Block – Vibrant Regional Economy Goals 1&3

- Goal 1. Cultivate an Environment Conducive to Strong, Economic Development
  - 1.1 Stabilize and expand El Paso's tax base
    - Airport Development
  - 1.4 Grow the core business of air transportation
    - Expand Airport Development



## Historical Developments in Air Service

- In the past 6 years:
  - Three new airlines, Allegiant, Frontier, Alaska
  - New destinations, San Diego, Seattle, Charlotte, Orlando
  - Added frequencies, Austin, Las Vegas, Seattle, Chicago
- Air Service Development Incentive updated May 2022
  - Extended waived fee for terminal rents
  - Included 100 sq. ft. for new airlines
  - Keeping start-up costs for new service to attract new business





### **Current Focus in Air Service**

- International routes with an updated Mexico leakage traffic study using new data sources
- Focused, one on one meetings this October with over 15 airlines
- Continue the dialogue with airlines to maximize the opportunity for new services benefitting both the community and the airline
- Building non-aeronautical revenue through the Advanced Manufacturing Campus, while retaining high-paying jobs in the community and ultimately more passengers



# TOP (10) GOAL DESTINATIONS





### Consultant Selection



- Selection process was qualification based through the City's RFP selection process
- Reasons for selecting consultant:
  - Demonstrated project manager and team experience
  - Demonstrated project understanding and approach



## Request for Action



Award contract to InterVISTAS Consulting, Inc.

- Contract Details
  - 3 years with 2 years option to extend (5 total years)
  - \$375,000 over the entire term (25% increase due to market conditions and inflation)
- Funding Sources: Airport Enterprise









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

### Vision

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

## ☆ Values

Integrity, Respect, Excellence, Accountability, People







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

### Visión

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

## ☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



### El Paso, TX

### Legislation Text

File #: 22-1220, 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 7.5 - Set One Standard for Infrastructure Across the City.

### Award Summary:

The award of Solicitation 2022-0752 Oil/Water Separator Services (Re-Bid) to D&H United Fueling Solutions, Inc. for an initial three (3) year term for an estimated amount of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. 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 \$175,000.00. This contract will allow oil and water separator services for Fleet Services.

### Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$60,000.00 for the initial term, which represents a 133.33% increase due to increased labor costs and an increase in required services.

Department: Streets and Maintenance

Vendor: D&H United Fueling Solutions, Inc.

San Antonio, TX

Item(s):AllInitial Term:3 YearsOption to Extend:2 YearsAnnual Estimated Award:\$35,000.00

Initial Term Estimated Award: \$105,000.00 (3 Years)
Total Estimated Award: \$175,000.00 (5 Years)

Account Number: 532 - 3600 - 531250 - 37020 - P3701

Funding Source: Internal Service Fund

File #: 22-1220, Version: 1	
District(s):	All

This is a Low Bid contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to D&H United Fueling Solutions, Inc., the lowest, responsible and responsive 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: September 27, 2022

PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

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

Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-

1218

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 7.5 – Set One Standard for Infrastructure Across the City

### **SUBJECT:**

The award of solicitation 2022-0752 Oil/Water Separator Services (Re-Bid) to D&H United Fueling Solutions, Inc. for an initial three (3) year term for an estimated amount of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. 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 \$175,000.00.

### **BACKGROUND / DISCUSSION:**

This contract will allow oil and water separator services for Fleet Services.

### **SELECTION SUMMARY:**

Solicitation was advertised on July 19, 2022 and July 26, 2022. The solicitation was posted on City website on July 19, 2022. There were a total twenty-eight (28) viewers online; three (3) bids were received; one (1) from a local supplier.

### **CONTRACT VARIANCE:**

The difference based in comparison to the previous contract is as follows: An increase of \$60,000.00 for the initial term, which represents a 133.33% increase due to increased labor costs and an increase in required services.

### **PROTEST**

No protest received for this requirement.

### PRIOR COUNCIL ACTION:

N/A

### AMOUNT AND SOURCE OF FUNDING:

Amount: \$105,000.00

Funding Source: Internal Service Fund

Account: 532 - 3600 - 531250 - 37020 - P3701

2022-0752 Oil/Water Separator Services (Re-Bid)

### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_\_ YES \_\_\_NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

<del>-</del>				
the site site site site site site site sit	*********REQUIRED A	UTHORIZATIO	N********	*****
DEPARTMENT HEAD:	10 /		7	mt.
Richard J. Bri	istol - Streets and Maint	Phance Director		9-12-62

### 

Please place the following item on the **CONSENT** agenda for the Council Meeting of **September 27, 2022**.

### STRATEGIC GOAL: NO. 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:

The award of solicitation 2022-0752 Oil/Water Separator Services (Re-Bid) to D&H United Fueling Solutions, Inc. for an initial three (3) year term for an estimated amount of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. 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 \$175,000.00. This contract will allow oil and water separator services for Fleet Services.

### **Contract Variance:**

The difference based in comparison to the previous contract is as follows: An increase of \$60,000.00 for the initial term, which represents a 133.33% increase due to increased labor costs and an increase in required services.

Department Streets and Maintenance

Vendor D&H United Fueling Solutions, Inc.

San Antonio, TX

Item(s)AllInitial Term3 YearsOption to Extend2 YearsAnnual Estimated Award\$35,000.00

Initial Term Estimated Award \$105,000.00 (3 Years)
Total Estimated Award \$175,000.00 (5 Years)

Account Number 532 – 3600 – 531250 – 37020 – P3701

Funding Source Internal Service Fund

District(s) All

This is a Low Bid contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to D&H United Fueling Solutions, Inc., the lowest, responsible and responsive 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: Oil/ Water Separator Services (Re-Bid)** 

**Bid Opening Date: August 17, 2022** 

Solicitation #: 2022-0752
Department: Streets and Maintenance

	D&H United Fueling Solutions, Inc. San Antonio, TX			
		Bidder 1 of 3	Bidder 2 of 3	Bidder 3 of 3
ITEM No.	DESCRIPTION	PRICE	PRICE	PRICE
1	Sump Cleaning / Vac Services Fee (Per Gallon)	\$ 1.50	\$ 1.59	\$ 1.72
2	Fuel Surcharge (Per Visit)	\$ 40.00	\$ 95.00	\$ 180.00
3	Vacuum Truck Fee (Per Visit)	\$ 150.00	\$ 275.00	\$ 287.00
	TOTAL	\$ 191.50	\$ 371.59	\$ 468.72

APPROVED BY: /S/



### CITY OF EL PASO BID TABULATION FORM



Department: Streets and Maintenance

**Project Name: Oil/ Water Separator Services (Re-Bid)** 

Bid Opening Date: August 17, 2022

Bid Opening Date: August 17, 2022		Departme	nt: Streets and Maintenance
	D&H United Fueling Solutions, Inc. San Antonio, TX	Heritage-Cystal Clean, LLC Elgin, IL	Safety-Kleen Systems El Paso, TX
	Bidder 1 of 3	Bidder 2 of 3	Bidder 3 of 3
OPTION TO EXTEND THE TERM OF THE  AGREEMENT  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 SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.  BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT.	X	X	
NO OPTION OFFERED			
AMENDMENTS ACKNOWLEDGED:	N/A	N/A	N/A
BIDS SOLICITED: 279 LOCAL BIDS SOLICITED: 11		IDS RECEIVED: 1 NO BID: 10	
NOTE: The information contained in this bid tabu	ulation is for information only and	d does not constitute actual awar	d/execution of contract.

APPROVED BY: /S/

	Participant Name	Респолсе Г	) Response Statu	Contact	State
1	300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC	Response L	<u>Response Statu</u>	Aaron A. Amaya	<u>State</u> TX
2	AARON NEVAREZ		Viewed	•	TX
	ABBA CONSTRUCTION, LLC			CHARLIE FLORES	TX
	Ace Government Services LLC AD Towing & Recovery (AD Wrecker Service, Inc)			Steven Chapel Monica Dominguez	TX TX
	Advance Auto Parts (Advance Stores Company, Inc.)			Shari Vergara	NC
	ADVANTAGE OFFICE PRODUCTS LLC			STEPHANIE WEGNER	TX
	AGDL International LLC (Self)			Jorge Ignacio Angulo	TX
	Alamo Auto Supply (Alamo Industries, Inc.)			Richard Krasne	TX
	All Terrain Mobile Car Wash & Detailing LLC Allied Paving				TX TX
	Alon Brands, Inc.			Sonja Scanlan	TX
	ALS Global			Sonia West	TX
	Altro			doug studer	TN
	Amaru Motors 3 LLC dba Charlie Clark Nissan El Paso American Tire Distributors			Angolo linkino	TX TX
	Amtek USA, Austin			Angela Jinkins Kaylan Wardlaw	TX
	APEX TOWING & TRANSPORT			rayian waran	TX
19	APFELBAUM INDUSTRIAL, INC.			Bertha Munoz	TX
	Aquatic Adventures LLC		Viewed	Michael	TX
	Archar Engrav Solutions			Rick Tonole	IL OR
	Archer Energy Solutions Arete Engineering, LLC			Eliseo Tapia	TX
	ARI-Hetra (ARI Phoenix, Inc.)			Tekla Goodwin	OH
25	ASAP Security Services			Noemi McDonald	TX
	Atlantic Diving Supply, Inc.			Shannon Hubbard	VI
	ATS Inc (Advanced Transportation Services Inc) Auto-Chlor System			Abraham Wardy Jonah Beckstead	TX TX
	Aztec Contractors Inc			Nancy Leanos	TX
	BARBARA TECHNOLOGIES CORPORATION			C E B. SPAUR	TX
31	Batteriesplusbulbs442 (Gorman Batteries LLC)			Charlie Norton	TX
	Bella Luna Engineering and Building Maintenance	0011110000		Lorenzo Luna	TX
	Bill Williams Tire Center  Rio Dyro Chemical Co. (M.I.Mader Enterprises Inc.)	08/11/2022	No Bid	Chris Rogers Michael Mader	TX TX
	Bio Dyne Chemical Co. (MJ Mader Enterprises Inc.) Bitimec International Inc			Christian Murillo	CT
	Blackstone Security Services, Inc. of Texas			Raul De Leon	TX
37	Blue Sky's the Limit, LLC		Viewed	Todd Stevenson	TX
	Bob Barker Company, Inc.			A1	NC
	Border International Trucks (RJ Border International) Border Tire			Alex Minjares Julio Chacon	TX TX
	borderland services inc			carlos adolfo gutierrez	TX
42	Bound Tree Medical, LLC	07/19/2022	No Bid	Accounts Receivable	IL
	Bright Growing Landscape and Maintenance (Guma Services, LLC)			Alex Guadarrama	TX
	Burke Insurance Group (Risk Strategies Company)			Will Burke Scott Pasternak	NM TX
	Burns & McDonnell Engineering Company, Inc. Burton Enterprises LLC			Debra Burton	VA
	Busch Systems International Inc.			Michaela Nagy	ON Canada
	C & L Janitorial Services			Cesar g pere	TX
	C&R Distributing		Vienne d	Keith Kirkpatrick	TX
	Casa Ford Cascade Fire Equipment Company	08/09/2022	Viewed No Bid	Sergio Garcia Donald Lloyd	TX OR
	Central Auto Supply Inc	00/00/2022	No Bid	Donald Lloyd	TX
	Champion Wire & Cable	07/20/2022	No Bid	Tina Mcglone	NY
	Chato's Quarter Horses & Alfalfa Hay Sales			Luis Gutierrez	TX
	City of El Paso Strategic Partners		Unsubmitted	The Great Lupe	TX
	CMC Agronomy (CMC Agronomy LLC) CMC Government Supply (CMC Government Services Inc)			tim cuquet mitchell Customer Service	TX TX
	Coach USA (Carrion)				TX
	Coastal Welding Supply, Inc.			Rachel Wilson	TX
	Colliers (New Mexico Real Estate Advisors Inc)			Bob Feinberg	NM
	Colonial Oil Industries, Inc.			Michael Anaya	GA TX
	CompStat Holdings LLC Computers Plus Repair Center		Viewed	Manuel Quintero	TX
	Con10gency Consulting			Norm Voshall	TX
65	Construction Journal			Pamela Exton	FL
	Construction Reporter		Viewed	Rebecca Taylor	NM
	Continental Kennel Club Inc.	08/02/2022	No Bid	Brandy Roberts	LA
	Controllix Corporation Copper State Bolt & Nut			Cynthia Burry	OH AZ
	Coretech			Juan Velez	TX
	Cummins Sales and Service (Cummins Inc)			Darrin Mellinger	MO
	D&H United Fueling Solutions	08/16/2022	Submitted	Steve Teran	TX
	DACO FIRE EQUIPMENT  Pavid Ward Inc (Clinic)			Garrett Dobmeier	TX
	David Ward Inc (Clinic) Delgado's Repair and Maintenance			David Ward Alberto Delgado	TX TX
	Delta Fire & Safety Inc.			orto Bolgado	TX
77	Delta Pest Control & Lawn Service (Delta Unlimited LLc)			Bertha A. Pinney	TX
78	Denoyer-Geppert Science			mary andros	IL

### 2022-0752 Oil/Water Separator Services (Re-Bid) Bidder's List

	Didd	CI S LISI			
79	Diamond Business Services, Inc ASI# 550053			Charlia Pence	TX
	DILAX Systems US			meliton chaidez	IL
	Discount Banners and Signs Inc			Amy Hardy	TX
	Discount Two-Way Radio Corporation			Stoyan Varbanov	CA
	Diverging Approach Incorporated			Matthew Henderson	VA
	Diversity Security Services (Michael Malone)			Michael Malone	TX
	DRC Emergency Services			Lisa Walsh	LA
	DUMMIES UNLIMITED INC.			TERRA GARCIA	CA
87	Dunn-Edwards Corportation			Adolfo Quintero	CA
88	EARLE KINLAW AND ASSO., INC. dba EKA			Cindy Kister	GA
89	EBCO Inc.			Ed Buttimore	NJ
90	Efficio Construction Services LLC			Juan Villalobos	TX
	EL PASO CASTERS & MATERIAL HANDLING (CASTERS UNLIMITE			David Sanchez	TX
	El Paso Disposal, LP			Lorena Quezada	TX
	EL PASO METALS & SUPPLY,INC			sandra	TX
	el paso trench safety inc			Louis Cepeda Jr	TX
	EL PASO-PHOENIX PUMPS INC			Mike Beltran	TX
	ENDEAVOR DNA LABORATORIES (ENDEAVOR DNA, INC.)			DANIEL SLOWINSKI	TX
	Enviromaster (Afja)			Mina ordonez	TX
	Epoxy Design Systems, Inc.			Hank Taylor	TX TX
	EPTEX Coatings			Enrique Payan MICHAEL CROWLEY	TX
	ERMC Aviation Services ESSCO Environmental, Inc.			Emile G. Couroux	TX
	Ewing Irrigation			Ken Futrell	TX
	FAAC Incorporated			Kerri duen	MI
	FAR WEST SERVICES INC			Tom Neels	TX
	Ferrellgas, LP			1011110010	MO
	Fireblast Global			Joe Gonzalez	CA
	Flinn Scientific, Inc			Sally Lovell	IL
	Foray Technologies (Foray, LLC)			,	CA
	Ford Motor				TX
110	Freedom environmental group			Willie Jenkins	TX
111	Fuels LLC			Michelle Tucker	TX
112	G T DISTRIBUTORS, INC.				TX
113	Galls, LLC			Tiffany Brewer	KY
114	Garrison Minerals				CO
115	Giant Electrical Services			Juan Martinez	TX
	Global Containers & Custom Packaging Inc.			Jose Ochoa	TX
	GLOBAL SALES AND SERVICE		Viewed	Alfredo Medrano	TX
118	GLOBAL SUPPLY & SERVICE INC.				
				DAVID SANCHEZ	TX
119	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG)			KEMAL ADLIG	Bursa Turkey
119 120	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc.			KEMAL ADLIG Michael Sambrano	Bursa Turkey TX
119 120 121	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric			KEMAL ADLIG Michael Sambrano Fred Melendez	Bursa Turkey TX TX
119 120 121 122	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm)	09/02/2022	No Did	KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams	Bursa Turkey TX TX MO
119 120 121 122 123	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America	08/03/2022	No Bid	KEMAL ADLIG Michael Sambrano Fred Melendez	Bursa Turkey TX TX MO KY
119 120 121 122 123 124	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance	08/03/2022	No Bid	KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose	Bursa Turkey TX TX MO KY NM
119 120 121 122 123 124 125	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC.	08/03/2022	No Bid	KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose Rick Gomez	Bursa Turkey TX TX MO KY NM TX
119 120 121 122 123 124 125 126	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC	08/03/2022	No Bid	KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose	Bursa Turkey TX TX MO KY NM TX TX
119 120 121 122 123 124 125 126 127	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC Haworth and Associates, Inc	08/03/2022	No Bid	KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose Rick Gomez	Bursa Turkey TX TX MO KY NM TX TX MI
119 120 121 122 123 124 125 126 127 128	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC Haworth and Associates, Inc HDR Engineering, Inc.	08/03/2022	No Bid	KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose Rick Gomez Shannon (Ace) D Hamilton	Bursa Turkey TX TX MO KY NM TX TX TX TX TX TX
119 120 121 122 123 124 125 126 127 128 129	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC Haworth and Associates, Inc HDR Engineering, Inc. HeartSafe America, Inc.			KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose Rick Gomez Shannon (Ace) D Hamilton Mandi Nickerson	Bursa Turkey TX TX MO KY NM TX
119 120 121 122 123 124 125 126 127 128 129 130	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC Haworth and Associates, Inc HDR Engineering, Inc. HeartSafe America, Inc. Heritage-Crystal Clean, LLC (Heritage-Crystal Clean, Inc.)	08/03/2022 08/17/2022		KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose Rick Gomez Shannon (Ace) D Hamilton  Mandi Nickerson Accounts Receivable Dept.	Bursa Turkey TX TX MO KY NM TX TX MI TX L TX IL
119 120 121 122 123 124 125 126 127 128 129 130 131	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC Haworth and Associates, Inc HDR Engineering, Inc. HeartSafe America, Inc.			KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose Rick Gomez Shannon (Ace) D Hamilton Mandi Nickerson	Bursa Turkey TX TX MO KY NM TX
119 120 121 122 123 124 125 126 127 128 130 131 132	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC Haworth and Associates, Inc HDR Engineering, Inc. HeartSafe America, Inc. Heritage-Crystal Clean, LLC (Heritage-Crystal Clean, Inc.) Hi-Line Electric Co. Inc (Hi-Line, Inc)			KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose Rick Gomez Shannon (Ace) D Hamilton  Mandi Nickerson Accounts Receivable Dept. Terry Kimbell	Bursa Turkey TX TX MO KY NM TX TX MI TX TX IL TX
119 120 121 122 123 124 125 126 127 128 129 130 131 132 133	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC Haworth and Associates, Inc HDR Engineering, Inc. HeartSafe America, Inc. Heritage-Crystal Clean, LLC (Heritage-Crystal Clean, Inc.) Hi-Line Electric Co. Inc (Hi-Line, Inc) HITEQ COMPUTER SYSTEMS (PROLEAF CORPORATION)			KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose  Rick Gomez Shannon (Ace) D Hamilton  Mandi Nickerson Accounts Receivable Dept. Terry Kimbell Adil Gaziani	Bursa Turkey TX TX MO KY NM TX TX MI TX TX IL TX TX
119 120 121 122 123 124 125 126 127 128 129 130 131 132 133	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC Haworth and Associates, Inc HDR Engineering, Inc. HeartSafe America, Inc. Heritage-Crystal Clean, LLC (Heritage-Crystal Clean, Inc.) Hi-Line Electric Co. Inc (Hi-Line, Inc) HITEQ COMPUTER SYSTEMS (PROLEAF CORPORATION) Holiday Inn Express & Suites- Sunland Park Area			KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose  Rick Gomez Shannon (Ace) D Hamilton  Mandi Nickerson Accounts Receivable Dept. Terry Kimbell Adil Gaziani Danielle Cadena	Bursa Turkey TX TX MO KY NM TX TX MI TX
119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC Haworth and Associates, Inc HDR Engineering, Inc. HeartSafe America, Inc. Heritage-Crystal Clean, LLC (Heritage-Crystal Clean, Inc.) Hi-Line Electric Co. Inc (Hi-Line, Inc) HITEQ COMPUTER SYSTEMS (PROLEAF CORPORATION) Holiday Inn Express & Suites- Sunland Park Area Holzberg Communications, Inc.			KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose  Rick Gomez Shannon (Ace) D Hamilton  Mandi Nickerson Accounts Receivable Dept. Terry Kimbell Adil Gaziani Danielle Cadena Andy Holzberg	Bursa Turkey TX TX MO KY NM TX TX MI TX TX TX TX NJ
119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136	GLOBEX-BURSA INTERNATIONAL TRADE (KEMAL ADLIG) Gracen Engineering & Construction, Inc. Graybar electric Hackett Security, Inc. (DBA Alton Burglar Alarm) Haix North America Hammer Performance HAUL LINE, INC. Hauling Ace Dispatching LLC Haworth and Associates, Inc HDR Engineering, Inc. HeartSafe America, Inc. Heritage-Crystal Clean, LLC (Heritage-Crystal Clean, Inc.) Hi-Line Electric Co. Inc (Hi-Line, Inc) HITEQ COMPUTER SYSTEMS (PROLEAF CORPORATION) Holiday Inn Express & Suites- Sunland Park Area Holzberg Communications, Inc. Howdy Resources (CNH Construction LLC)			KEMAL ADLIG Michael Sambrano Fred Melendez Bob Williams Lindsay Rose  Rick Gomez Shannon (Ace) D Hamilton  Mandi Nickerson Accounts Receivable Dept. Terry Kimbell Adil Gaziani Danielle Cadena Andy Holzberg	Bursa Turkey TX TX MO KY NM TX TX MI TX TX TX TX TX IL TX
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### 2022-0752 Oil/Water Separator Services (Re-Bid) Bidder's List

450 14 6 14 6 16 6 16 17				
159 Mansfield Oil Company of Gainesville			Dan Luther	GA
160 Marrs Embroidery and Screen Printing Inc			Sandra Martnez/Rita Guzman	TX
161 Matco Tools (Matco Tools Corporation)			Tim Rizzo	ОН
162 Mayfield Pool Supply, LP				TX
163 McNeilus (McNeilus Financial, Inc.)	08/04/2022	No Bid	John Plowman	MN
164 Mean Clean LLC	00/01/2022	140 Bid	orini iowinan	TX
165 Metalcraft Inc.	08/03/2022	No Bid	Customer Service	ΙΑ
	06/03/2022	INO DIU		
166 Metro Fire Apparatus Specialists, Inc.			Jayme Farmer	TX
167 MHQ of New Mexico (Don Chalmers Ford)			John Granger	NM
168 MILESTONE HYDRAULICS (MILESTONE INDUSTRIAL, INC.)			James Guerra	TX
169 Mirador Enterprises, Inc. (Mirador Enterprises)			Adriana Dominguez	TX
170 Mission Communications LLC			KEN SCOTT	MT
171 Mission Critical Partners, LLC			Judy Treaster	PA
172 Mission Linen Supply			Hector Covarrubias	TX
173 mobility products of el paso			eric green	TX
174 Mohawk Mfg. & Supply Co.			Chelsea Campbell	IL
175 Momar Inc			Shaunda Sostand	GA
176 Muncie Transit Supply (Muncie Reclamation and Supply)	07/22/2022	No Bid	Becky Huff	IN
	0112212022	NO DIG	=	CA
177 Nan McKay and Associates		\ /:l	Angela Cao	
178 NFI Parts (The Aftermarket Parts Company, LLC)		Viewed	Amabel Asidao	OH
179 Nickes Medical Supply,LLC			Grace Chi	TX
180 NorrisLeal, LLC			Ruben Moncayo	TX
181 North America Procurement Council Inc., PBC				CO
182 North America Security Service (L&J Staffing Co)			Joe Marion	TX
183 Olan Group LLC (Lester Olan Hunter)			Lester Hunter	TX
184 O'Reilly Auto Parts (O'Reilly Auto Enterprises, LLC)	07/19/2022	No Bid		MO
185 Otto Environmental Systems North America, Inc.			Mark Bath	NC
186 P&V Distributing			Pamela E Caraveo	TX
187 P&Y Pump Service (P&Y Mobile Wash Inc)			Peter Pedregom	TX
188 Pannell Industries Inc			Rachel Zhang	TX
			•	
189 Performance Safety Group			Drew Allrich	MO
190 Performance Tool & Equipment, Inc.			Alex Martinez	TX
191 Petroleum Traders Corporation			Gayle Newton	IN
192 Pollock Investments Inc (Pollock Orora)			Susan Ritchie	TX
193 Possible Missions, Inc.			Paula Mendoza	TX
194 Precision MPI (MPI Machinery and Design LLC)			Alexandra Perez/Miguel Perez	ΤX
195 PREMIER UNIFORMS & TACTICAL SUPPLY (AH ENTERPRIS	SES IN		Norma Navarette	TX
196 Pro-Action, Inc. (ProAction Emergency Services Institute)			Dusty Warden	TX
197 PROCON JCB			Amanda Ormseth	NM
198 Professional Service Industries, Inc.			John Cordova	TX
199 Project Amistad			Gerardo Blanco	TX
200 Pronto Body Shop			Tiffany Menefee	TX
201 Prudential Overall Supply			Tiffany Medina	CA
		Viewed	· · · · · · · · · · · · · · · · · · ·	
202 Prudential Security Inc		vieweu	Ray Borchard	MI
203 PSI BEARING AND HYDRAULIC SERVICE LLC.			Juan J Cabral	TX
204 Quality Vans & Specialty Vehicles (J.A.R Capital Group, Inc.)				ΑZ
205 RAD Painting (Ricardo DeLucio)			Ric DeLucio	TX
206 Range USA (Topco America, LLC)			Jim Rodriguez	ОН
206 Range USA (Topco America, LLC)			Jim Rodriguez	ОН
206 Range USA (Topco America, LLC) 207 Reflective Apparel			Jim Rodriguez Becky Keith	OH GA
<ul> <li>206 Range USA (Topco America, LLC)</li> <li>207 Reflective Apparel</li> <li>208 Rehrig Pacific Company</li> <li>209 RENT A TRAILER LLC (Carlos Fraire)</li> </ul>			Jim Rodriguez Becky Keith Josh Tubbs	OH GA TX
<ul> <li>206 Range USA (Topco America, LLC)</li> <li>207 Reflective Apparel</li> <li>208 Rehrig Pacific Company</li> <li>209 RENT A TRAILER LLC (Carlos Fraire)</li> <li>210 Rentokil North America, Inc. (Target Specialty Products)</li> </ul>			Jim Rodriguez Becky Keith Josh Tubbs Carlos Fraire Steve McClung	OH GA TX TX PA
<ul> <li>206 Range USA (Topco America, LLC)</li> <li>207 Reflective Apparel</li> <li>208 Rehrig Pacific Company</li> <li>209 RENT A TRAILER LLC (Carlos Fraire)</li> <li>210 Rentokil North America, Inc. (Target Specialty Products)</li> <li>211 REPSS, Inc.</li> </ul>			Jim Rodriguez Becky Keith Josh Tubbs Carlos Fraire Steve McClung Dave Thomas	OH GA TX TX PA TX
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206 Range USA (Topco America, LLC) 207 Reflective Apparel 208 Rehrig Pacific Company 209 RENT A TRAILER LLC (Carlos Fraire) 210 Rentokil North America, Inc. (Target Specialty Products) 211 REPSS, Inc. 212 RH Industries 213 Roger Brown Co. LLC			Jim Rodriguez Becky Keith Josh Tubbs Carlos Fraire Steve McClung Dave Thomas Raymundo Hernandez Dale Betz	OH GA TX TX PA TX TX TX
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206 Range USA (Topco America, LLC) 207 Reflective Apparel 208 Rehrig Pacific Company 209 RENT A TRAILER LLC (Carlos Fraire) 210 Rentokil North America, Inc. (Target Specialty Products) 211 REPSS, Inc. 212 RH Industries 213 Roger Brown Co. LLC 214 Romaine Electric Corporation 215 Royal Imaging Solutions (Royal Media Network, Inc.) 216 S.S.P. Inc			Jim Rodriguez Becky Keith Josh Tubbs Carlos Fraire Steve McClung Dave Thomas Raymundo Hernandez Dale Betz Casey Haskin Maricris Bustamante John Davies	OH GA TX TX PA TX TX TX WA MD UT
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206 Range USA (Topco America, LLC) 207 Reflective Apparel 208 Rehrig Pacific Company 209 RENT A TRAILER LLC (Carlos Fraire) 210 Rentokil North America, Inc. (Target Specialty Products) 211 REPSS, Inc. 212 RH Industries 213 Roger Brown Co. LLC 214 Romaine Electric Corporation 215 Royal Imaging Solutions (Royal Media Network, Inc.) 216 S.S.P. Inc 217 Saenz Material & Handling of El Paso Inc 218 Safety Vision LLC			Jim Rodriguez Becky Keith Josh Tubbs Carlos Fraire Steve McClung Dave Thomas Raymundo Hernandez Dale Betz Casey Haskin Maricris Bustamante John Davies Leo Rodriguez Monica Marcos	OH GA TX TX PA TX TX TX WA MD UT TX TX
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### 2022-0752 Oil/Water Separator Services (Re-Bid) Bidder's List

239 Stanley Spring and Suspension		Stanley Munro	TX
240 State Industrial Products		Accounts Receivable	MA
241 Stertil-Koni USA, Inc.		Kellie Boehm	MD
242 Stewart & Stevenson Power Products LLC		Jorge Ruiz	TX
243 Stiles General Contractors LLC		Adeliz Stiles	TX
244 Stylecraft Inc		Pamela Pavao	RI
245 SUN CITY ANALYTICAL, INC.		Luis Acuna	TX
246 SUN CITY SECURITY SERVICE INC.	Viewed	Norma I Guzman Kennedy	TX
247 Sunbelt Rentals, Inc		Dan Newby	SC
248 Sunset Brokers LLC		Jamel Clary	TX
249 Sunset Survival & First Aid Inc		Debbie Depin	CA
250 SYOXSA, Inc.		Esteban Trejo	TX
251 TELSUPPLIERS LLC		GEORGE TANCREDI	TX
252 Texas Alternator Starter Service (The McAdams Group, LLC)		Joel McAdams	TX
253 Texoma MFG		Scott Crain	OK
254 The Culinary Factory		Alexandra Worthington	TX
255 The Movers of El Paso (Leonardo Urrutia)		LEONARDO L URRUTIA	TX
256 The PlanIt Room	Viewed	Cecilia Hernandez	TX
257 Tidal Basin Government Consulting, LLC			NY
258 Toter, LLC		Kellie Clark	NC
259 Totowa Systems Inc.		KAMAL KARAM	NJ
260 Traffic control specialists (Leedsmann Construction Inc.)		Amanda Ledesma	TX
261 TRANSLITE ENTERPRISES, INC.		MONIQUE DASILVA	NJ
262 Triad Marine		Tina Miller	TX
263 TruckPro, LLC (TruckPro Holding Corporation)	Viewed	Buddy Saulsbury	TN
264 Unipak Corp.		Brian Marcus	NJ
265 Univar Solutions USA Inc.		Roise Holiday	WA
266 Urban Restoration Group U.S. Inc.		Accounts	CA
267 vehicle maintenance program			FL
268 Versalift Southwest, L.L.C.		Jeffrey drews	TX
269 VersaTables		John Carlo Manco	CA
270 Vets Securing America, Inc (Vets Securing America)		Nagah Abdelshahid	TX
271 Vision Ford Lincoln (Vision Ford Lincoln, Inc.)		VISION FORD LINCOLN	NM
272 Viva Powersports	Viewed	Junior Urbina	TX
273 wesco distribution		Martin Duran	TX
274 Whoop Wireless		Mark Strittmatter	CO
275 Wilsons Hotshot Services LLC		Kevin Wilson	TX
276 Wood Environment & Infrastrucure Solutions, Inc.		Jamie Barnes	TX
277 WW Grainger		Johanna Hunter	TX
278 www.jhdavidson.com		Tyler J. Davidson	TX
279 Ysleta ISD			TX



## 2022-0752 – Oil/Water Separator Services (Re-Bid)

Richard Bristol, Director, Streets and Maintenance September 27, 2022





## Strategic Plan Goal:

7: Enhance and Sustain El Paso's Infrastructure Network

7.5: Set one Standard for Infrastructure Across the City







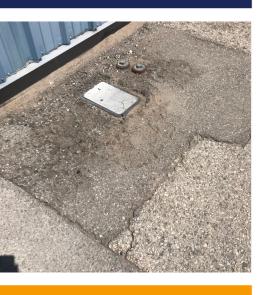
## Purpose of Procurement

- The purpose of this procurement is to purchase Oil/Water Separator Services for Fleet Services/Shops
- This service will allow for the removal of wastewater that is collected through sumps (drains) and is accumulated in tanks. Total of seven tanks located in different shops.
- The wastewater is collected by the vendor who then performs the oil/water separator function
- The oil/water separator service effectively separates contaminates from water so that clean water is discharged into the sewer or back into the environment



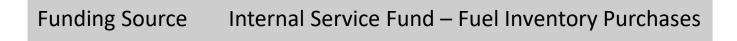






## 2022-0752 – Oil/Water Separator Services (Re-Bid)

Contractor	D&H United Fueling Solutions Inc.
Initial Term & Award	\$105,000.00 – 3 years
Option	2 year - \$70,000.00



Account No. 532-37020-531250-3600-P3701





## **Mission**

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



Integrity, Respect, Excellence, Accountability, People



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



### El Paso, TX

### Legislation Text

File #: 22-1208, 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 recognizing Dr. Sylvia Acosta for her years of service as the CEO of the YWCA Paso del Norte Region and congratulating her on her new position as Senior Vice President and Chief Growth Officer for the National Minority Supplier Development Council.

### CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

**DEPARTMENT:** Mayor and Council

AGENDA DATE: Tuesday, September 27, 2022

### **CONTACT PERSON NAME AND PHONE NUMBER:**

City Representative Henry Rivera, District 7- 915.212.0007

**DISTRICT(S) AFFECTED:** All Districts

### STRATEGIC GOAL:

Goal 1 - Cultivate an Environment Conducive to Strong, Economic Development

Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & 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 recognizing Dr. Sylvia Acosta for her years of service as the CEO of the YWCA Paso del Norte Region and congratulating her on her new position as Senior Vice President and Chief Growth Officer for the National Minority Supplier Development Council.

### **BACKGROUND / DISCUSSION:**

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

### PRIOR COUNCIL ACTION:

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

### AMOUNT AND SOURCE OF FUNDING:

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

#### RESOLUTION

- **WHEREAS,** Dr. Sylvia Acosta is an El Paso native, a Bel Air High School graduate, and has a doctorate in Educational Leadership from New Mexico State University. She was named a Woman of Impact by El Paso Inc. in 2021 and an Outstanding Texas Child Advocate by Children at Risk, a national advocacy organization; and
- **WHEREAS,** Dr. Acosta became CEO of the YWCA in 2017. She was previously a higher education administrator, serving as assistant Vice Chancellor at the University of California-Irvine for four years before returning to her hometown of El Paso; and
- **WHEREAS,** Dr. Acosta guided the YWCA's response to the pandemic, secured more than \$40 million in donations and launched the renovation of three YWCA centers; and
- **WHEREAS,** Dr. Acosta led the nonprofit's response to several crises in the region, to include the refugee surge in 2019, the mass shooting on Aug. 3, 2019, and the ongoing coronavirus pandemic. She spoke out against the separation of migrant children from their families, and the nonprofit helped to raise support for refugees. Dr. Acosta also testified before Congress after the mass shooting.
- WHEREAS, the YWCA, which is El Paso's largest child-care provider, faced a significant challenge after COVID-19 began affecting El Paso on March 2020. Many child-care facilities had to close in efforts to slow the pandemic's spread, but under Dr. Acosta's leadership, the YWCA offered child-care services to first responders and medical providers so they could provide health services. During Dr. Acosta's tenure, the YWCA also expanded its after-school programs and provided no-cost child care to families impacted financially by the pandemic; and
- **WHEREAS,** Dr. Sylvia Acosta, who led the YWCA Paso del Norte Region through the challenges of the COVID-19 pandemic and brought in the biggest gift in the history of the organization, resigned as Chief Executive Officer on Monday, June 27, 2022; and
- **WHEREAS,** on July 2022, Dr. Acosta embarked on a new journey and started a new job as Senior Vice President and Chief Growth Officer for the National Minority Supplier Development Council; and
- **WHEREAS,** the National Minority Supplier Development Council ("NMSDC") is a national organization, founded in 1972, that works nationally to help minorities advance into the corporate supply chain, scale their businesses and build wealth; and
- **WHEREAS,** NMSDC works with 23 regional affiliates across the country. There are three NMSDC affiliates in Texas. El Paso is part of the Southwest MSDC affiliate in Austin, which also serves New Mexico, Oklahoma and Southwest Texas; and
- **WHEREAS,** one of Dr. Acosta's conditions for a new job was being able to stay in El Paso and her new position allows her to stay in the Sun City; and

**WHEREAS,** in her new position, Dr. Acosta is in charge of Hispanic outreach and fundraising, and has expressed her goal is to raise \$50 million over the next several years; and

**WHEREAS,** Dr. Acosta's position is new and she will be building her department from the ground up. Part of her responsibility is to strengthen the organization through philanthropy. Dr. Acosta is also tasked with bringing in more Hispanic-owned businesses to the organization to connect them with opportunities for corporate supply chain contracts; and

**WHEREAS,** El Paso has many minority-owned businesses and entrepreneurs that could benefit from the offerings of the organization; and

**WHEREAS,** her new position gives her a momentous opportunity to work with an organization that is perfectly aligned with her personal values in social, racial and economic equity and at the same time gives her the opportunity to continue to do what she did at the YWCA, now on a more national level, and support minority-owned businesses in their ability to scale.

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

1.	Recognizes Dr. Sylvia Acosta for her years of service as the CEO of the YWCA Paso del
	Norte Region; and

2. Congratulates her on her n for the National Minority S	•	r Vice President and Chief Growth Officer nt Council.
APPROVED this	day of	, 20
		THE CITY OF EL PASO:
		Oscar Leeser, Mayor
ATTEST:		APPROVED AS TO FORM:
Laura D. Prine, City Clerk		Joyce Garcia

**Assistant City Attorney** 



### El Paso, TX

300 N. Campbell El Paso, TX

### Legislation Text

File #: 22-1234, 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 the recognition of El Paso Fire Department (EPFD) Firefighter Armando Lopez for being the only first responder from El Paso to receive the 2022 Star of Texas Award from Governor Abbott.

## CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** Tuesday, September 27, 2022

### **CONTACT PERSON NAME AND PHONE NUMBER:**

City Representative Henry Rivera, District 7- 915.212.0007

**DISTRICT(S) AFFECTED:** All Districts

#### STRATEGIC GOAL:

Goal 2 - Set the Standard for A Safe & Secure City

### 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.

Recognition of EPFD Firefighter Armando Lopez for being the only first responder from El Paso to receive the 2022 Star of Texas Award from Governor Abbott.

### **BACKGROUND / DISCUSSION:**

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

### PRIOR COUNCIL ACTION:

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

### AMOUNT AND SOURCE OF FUNDING:

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

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## Governor Abbott Presents 2022 Star Of Texas Awards

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September 9, 2022 | Austin, Texas | Press Release

Governor Greg Abbott today recognized peace officers, fire fighters, and first responders who demonstrated heroism and sacrifice in service to their communities and to the Lone Star State at the 2022 Star of Texas Awards Ceremony in Austin. The Governor was joined by First Lady Cecilia Abbott in presenting the awards to Star of Texas recipients.

"The remarkable men and women receiving the Star of Texas Awards today represent the very best of Texas, and this award is a token of our gratitude for their immense service to the Lone Star State," said Governor Abbott. "It is an honor to recognize the 36 individuals today in this room who have sacrificed so much and acted selflessly for others. I want to thank them on behalf of the entire State of Texas for the risks they have taken and continue to take to protect Texans across our state every single day. Our law enforcement officers, first responders, and their families will always have support from their Governor and the State of Texas."

The Star of Texas Awards were created in 2003 by House Bill 1937 to honor and commemorate individuals who made profound commitments while performing their duties as peace officers, firefighters, and emergency medical first responders. HB 1937 also designated September 11th of every year as Texas First Responders Day. Today's ceremony honored and recognized 36 Texans for their remarkable courage and tremendous sacrifice in the line of duty, including some who gave their lives.

The 2022 recipients of the Star of Texas Awards are:

Kreyton Paschall, Arlington Police Department

Jon F. Riordan, Austin Police Department

Lewis Andrew Traylor, Austin Police Department

Charles Edward Patterson, Bowie Rural Volunteer Fire Department

Timothy Pierce, Burnet Fire Department

Manuel Dominguez, Corpus Christi Police Department

Christopher Gadomski, Dallas Fire Rescue Department

Ronald Hall, Dallas Fire Rescue Department

Pauline Angelique Perez, Dallas Fire Rescue Department

Juan Barron, Dallas Police Department

Barbara Ann Fenley, Eastland County Sheriff's Office

### Armando Lopez, El Paso Fire Department

Adam Matthew Earls, Fannin County Sheriff's Office

Keith Laughlin, Georgetown Police Department

Ashley Wall, Georgetown Police Department

Ross Duncan Koonce, Harris County Constable Precinct 1

Kareem Anthony Atkins, Harris County Constable Precinct 4

Juqaim Sheldean Barthen, Harris County Constable Precinct 4

Darryl Wayne Garrett, Harris County Constable Precinct 4

Chris Hendrix, Harris County Constable Precinct 4

Darren Almendarez, Harris County Sheriff's Office

Samuel Cleveland, Houston Police Department

Chase Elliott Cormier, Houston Police Department

William J. Jeffrey, Houston Police Department

Harold Lloyd Preston, Houston Police Department

Sean Sebastian Rios, Houston Police Department

Jarrid Sallee, Houston Police Department

Michael Wylie Vance, Houston Police Department

Courtney T. Waller, Houston Police Department

Sherman Otto Benys, Jr., Kingsville Police Department

Richard Lee Houston II, Mesquite Police Department

Alejandro Munoz, Odessa Police Department

Jaden Maizie Bender, San Antonio Police Department

Ralph P. Delgado, Jr., San Antonio Police Department

Seth D. Hudson, Texas A&M Forest Service Law Enforcement Department

Michael Cardenas, Val Verde County Sheriff's Office

# El Paso, TX

### Legislation Text

File #: 22-1198, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 1**

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

#### AGENDA LANGUAGE:

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

Discussion and action to direct city staff to develop solutions internally and in coordination with the City of Sunland Park, NM to mitigate the strain on city roadways as a result of increasing development within the State of New Mexico that connects directly to the City of El Paso streets. [POSTPONED FROM 09-13-2022]

# CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT:
AGENDA DATE:
CONTACT PERSON NAME AND PHONE NUMBER:
DISTRICT(S) AFFECTED:
STRATEGIC GOAL:
SUBJECT:
BACKGROUND/DISCUSSION:
PRIOR COUNCIL ACTION: Has the Council previously considered this item or a closely related one?
AMOUNT AND SOURCE OF FUNDING: How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
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Director of Planning: Danielle Landry

> Planner Juan Crosby

**CALL TO ORDER & ROLL CALL** 



Chairman Robert Ardovino Commissioner Randy Eiland Commissioner Luis Aguilar Commissioner Arlean Murillo

CITY OF SUNLAND PARK
PLANNING AND ZONING COMMISSION
NOTICE OF REGULAR MEETING
Regular Meeting Agenda

Wednesday August 24th 2022

Time: 5:30 PM

Meeting ID: 823 0255 1132
Passcode: 246951
One tap mobile
+12532158782,,82302551132# US (Tacoma)
Join Zoom Meeting

https://us02web.zoom.us/j/82302551132?pwd=YXRZaklGN3kzY0NpVFJNODhWeGZZUT09

Annound	re the presence of a Quorum.
PLEDG	E OF ALLEGIANCE
CONFL	ICT OF INTEREST
	pening of each Planning & Zoning meeting, the chairman shall ask if any member of the commission, the Community Services Director, or any of the city staff has any known conflict of interest with any item on the agenda.
<u>APPRO</u>	VAL OF AGENDA
<u>PUBLIC</u>	COMMENT
	s must sign up with the City Clerk to address the commission. Comments are limited to 3 Minutes, and there will be a maximum of 30 Minutes for Public Comment.
<u>PRESEN</u>	NTATION
CONSE	NT AGENDA
	ers listed under the Consent Agenda are considered to be routine by the commission and will be enacted by one motion. There will not be separate on of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
NEW B	USINESS AND RESOLUTIONS
1)	SUP-22-59 Prohibition 37 as represented by Devin Duszynski is requesting approval of a Special Use Permits for a Cannabis Dispensary business located 871 McNutt Rd.
2)	SUBD-PRE-22-85: The applicant Mr. Roberto Talamas is requesting recommendation of approval for a Subdivision Preliminary Plat named Sun River Estates consisting of approximately 62.87 acres located in Sunland Park, NM on the Southwest corner of Girl Scout Lane & Frontera Rd (Parcel ID: R1603765 and R1600239). Subdivision will approximately

ADJOURNMENT

PLEASE NOTE: If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Office of the City Clerk at (575) 589-7565 at least one week prior to the meeting.

POSTED: City Clerk's Office, Motor Vehicle Division, Public Health Office, Sunland Park Post Office, Sunland Park Library, Santa Teresa Post Office, Sunland Park Grocery, Mercedes Grocery and Carousel Convenience Store, Edgemont, Villa Valencia, San Gabriel and Tierra Madre.

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT REPORT

REMARKS AND INQUIRIES BY THE COMMISSION

consist of 224 Residential Lots and 2 Open Space Parks.

# **AGENDA ITEM NO. 1**

# CITY OF SUNLAND PARK PLANNING AND ZONING

Meeting Date: 08/24/2022
Submitted By:
Juan Crosby Planner
Subject:
SUP-22-59 Prohibition 37 as represented by Devin Duszynski is requesting approval of a Special Use Permits for a Cannabis Dispensary business located 871 McNutt Rd
Background:
Recommendation: Approve with conditions
DRT Comments: DRT NOTES  FIRE: Tenant Improvement (TI) Plan must get review approval from fire review official
CRRUA: Existing location with service, changes to add production requires ready willing and able letter
CED: 10% on landscape, NMDOT permitting approval required for any construction on NMDOT right-of-way

# Preliminary Plat Case Report Case No. SUP-22-59

Subject Property: 871 McNutt Rd

Existing Use: Vacant Building. Previously Restaurant then Office Building.

**Subdivision:** 

**Account #** R1602369

**Zoning:** C2 Commercial

Parcel ID: 4-020-170-345-400

Legal Description: Applicant: Section 8, Township 29S, Range 4E

**Current Property Owner:** Devin Duszynski

**Applicant Representative:** Regina Okoye

Planning Commission Hearing Date: 08-24-2022

Landscape Required / Total Lot Area: 1149. Total Provided 2146

**Irrigation Plan submitted :** Yes

#### **Applicable Sections of City's Code:**

• § Title 2-Chapter 1 Planning & Zoning Commission

• § Title 10-10-3 Special Use

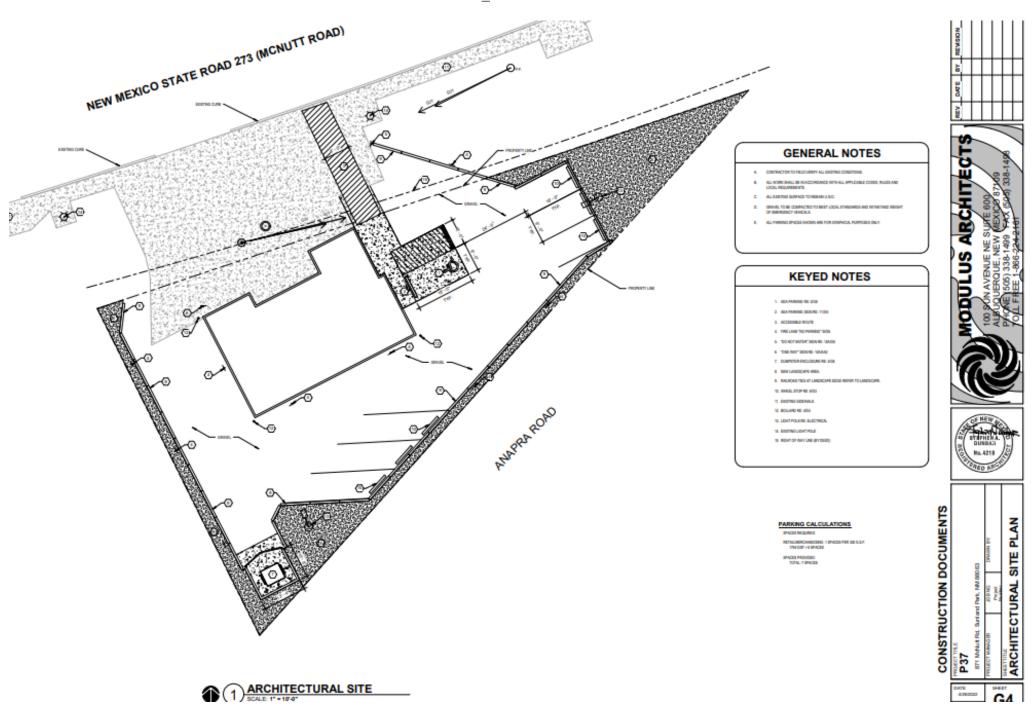
#### I. Site Data

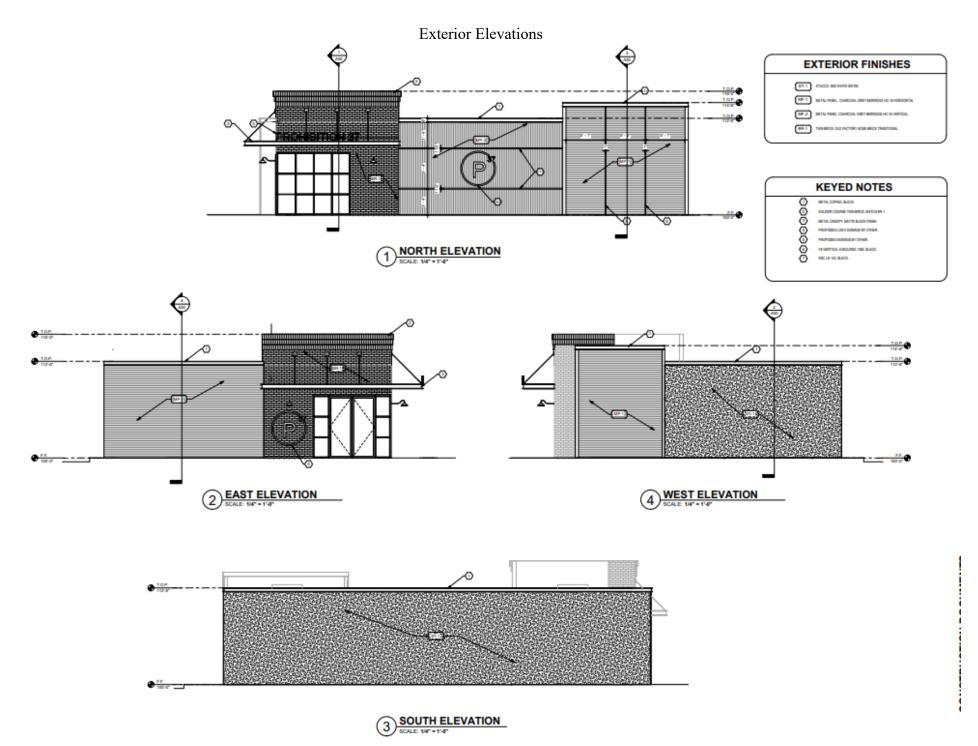
Number of Lot: Subdivision Size: 0.28 Acres

Direction	Zoning	Existing Land Use
North	C2	Commercial
East	C2	Commercial
South	C2	Commercial
West	C2	Commercial

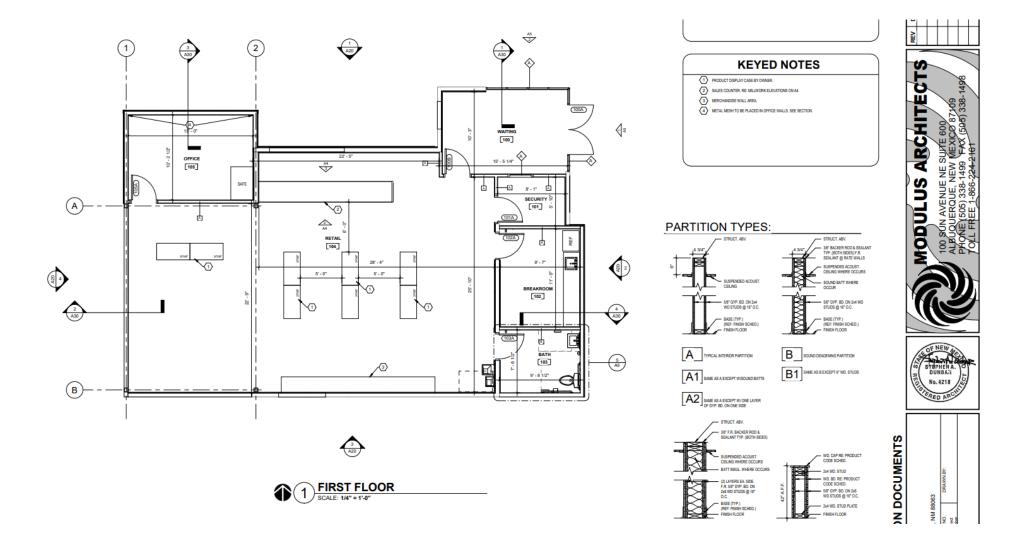
# Zoning Map

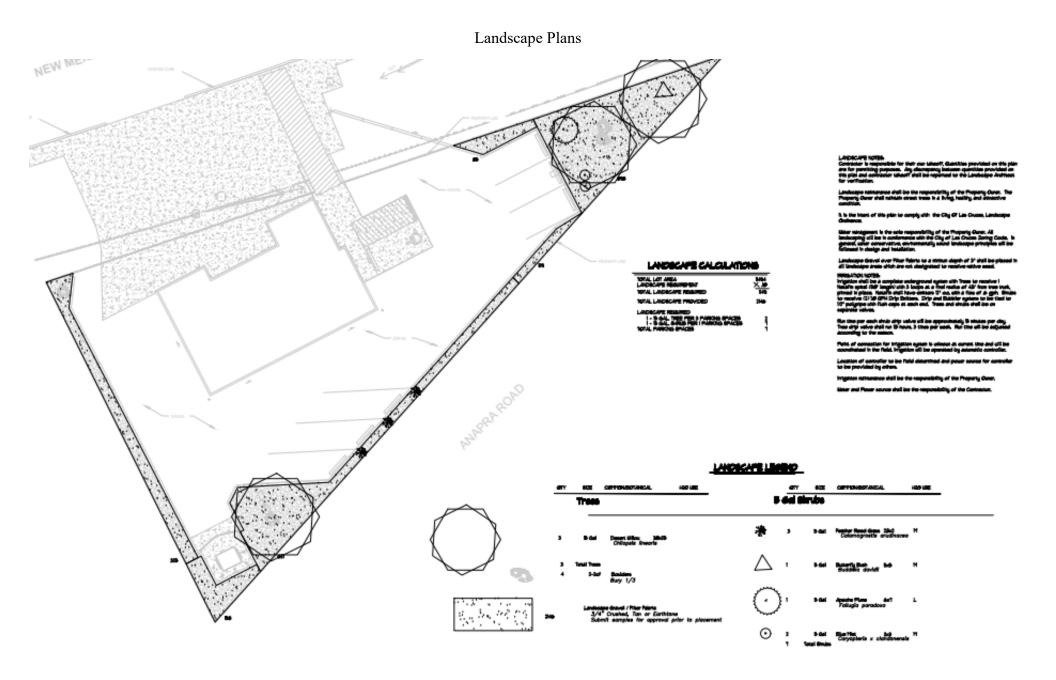




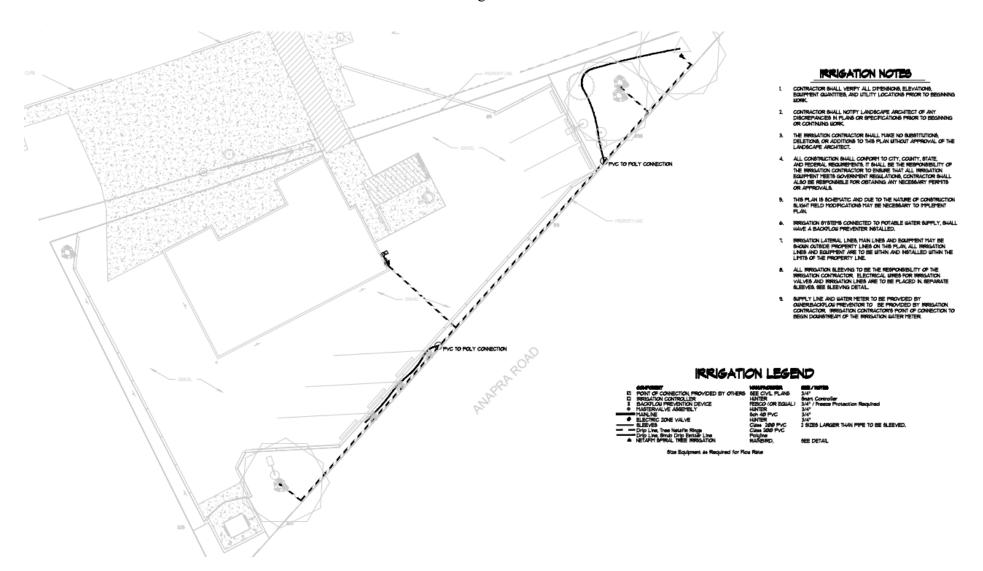


#### Floor Plans





#### Irrigation Plan



#### The Planning Commission has the following options:

- 1. **Approval** of case <u>SUP-22-59</u>, with reasons stated in the motion, granting the requested Special Use Permit
- 2. Approval with Conditions for case SUP-22-59,
- 3. **Deny** the request of case <u>SUP-22-59</u> with reasons and conditions.

# If the Planning Commission votes to approve this application, staff recommends that the following conditions of approval be imposed:

- 1. Applicant must abide by all local & state ordinances and regulations prior to becoming open to the public for business.
- 2. Any change in use or business for the subject property will be required to obtain a different Special Use Permit as per City Ordinance 2007-04.
- 3. Applicant shall make no substantial changes in plans without Planning and Zoning Commission Approval.
- 4. By accepting approval of this Special Use Permit, Applicant agrees to comply in a timely manner with standards and conditions set. Failure to comply may lead to Court enforcement.
- 5. Applicant must obtain any necessary NMDOT permit approvals prior to becoming open to the public for business.
- 6. Applicant must obtain Conditional Approval Letter from City Fire Review Official in order to submit Building Permit -Tenant Improvement Plan.

### **AGENDA ITEM NO. 2**

# CITY OF SUNLAND PARK PLANNING AND ZONING

Meeting Date: 08/24/2022

Submitted By:

Juan Crosby- Planner

Subject: SUBD-PRE-22-85:

The applicant Mr. Roberto Talamas is requesting recommendation of approval for a Subdivision Preliminary Plat named Sun River Estates consisting of approximately 62.87 acres located in Sunland Park, NM on the Southwest corner of Girl Scout Lane & Frontera Rd (Parcel ID: R1603765 and R1600239). Subdivision will approximately consist of 224 Residential Lots and 2 Open Space Parks.

#### Background:

- A) 10-28-2021: P&Z Hearing ZO-21-03 Applicant pulled rezone application from RE to R1 and R2 to try to work with city in pathway forward to develop.
- B) 01-27-2022 Applicant submitted a preliminary plat application under RE Zoning Development Standards. Applicant decided not to pursue rezoning.
- C) 2021: CoSP City Staff met with EP City Staff over video conference. EP Staff would not like to see increased traffic from subdivision proposed size on Frontera Rd.

**Recommendation:** Approve with conditions: 1) Abide by City Title 11 Subdivision Ordinance and 2015 IFC 2) Any significate changes to the Plat will require P&Z Approval.

#### **DRT Comments:**

CED: Provide Opening points at Southwest corner for future connectivity points to increase response time of first responders.

FIRE: All development will abide by 2015 IFC. During subdivision plan phase fire will approve fire hydrant locations.

CRRUA: Capacity is available, applicant will have to work with CRRUA to coordinate development phase once plans are available.

PW: Traffic Study Required and On-Call Engineers to provide update to city staff on impact.

# Preliminary Plat Case Report Case No. SUBD-PRE-22-85

**Subject Property:** 990 FRONTERA RD Sunland Park, NM

<u>Project Name:</u> Sun River Estates Subdivision <u>Subdivision:</u> Neighborhood Ranch Del Rio

Account # R1600239 & R1603765

**Zoning:** RE

Parcel ID: 4-018-169-494-320 & 4-019-169-023-431

Legal Description: Applicant: S: 1 T: 29S R: 3E BRM 34 TR 5 BRM 34 TR 6 & Subd: PLAT OF

SURVEY 30.237 ACRE PARCEL (BK 20 PG 197 - 0237179) S: 6 T: 29S R: 4E

<u>Applicant Representative</u>: Roberto Talamas

Property Owner: Frontera RR Ranch LLC

**Planning Commission Hearing Date:** 08-24-2022

#### **Applicable Sections of City's Code:**

• § Title 2-Chapter 1 Planning & Zoning Commission

- § Title 11- Chapter 1 through 7 Subdivision Regulations
- § Title 10 Chapter 5A Sections 1 through 7 RE Rural Estate District

#### I. Site Data

Number of Lot: 224 Subdivision Size: 62.87 Acres

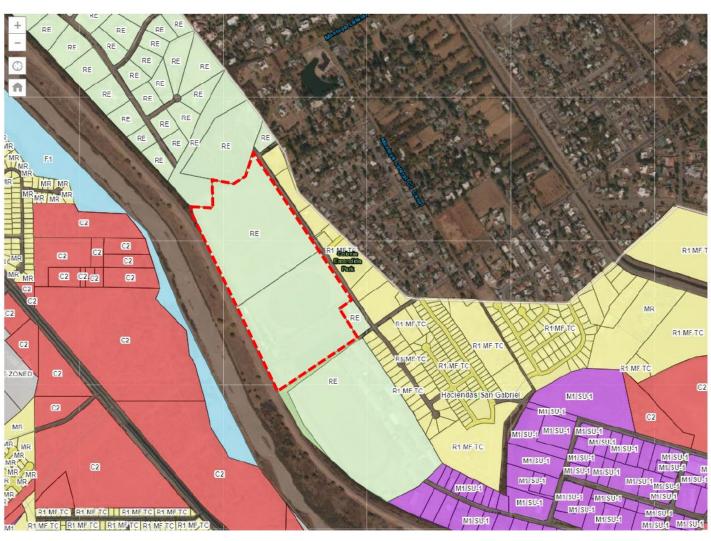
**Open Space Park: 2** 

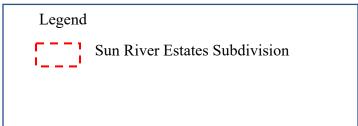
Direction	Zoning	Existing Land Use
North	R1 MF TC	Mixed Residential
East	R1 MF TC	Mixed Residential
South	RE	Rural Estate
West	NA	Not Zoned (Rio Grand River)

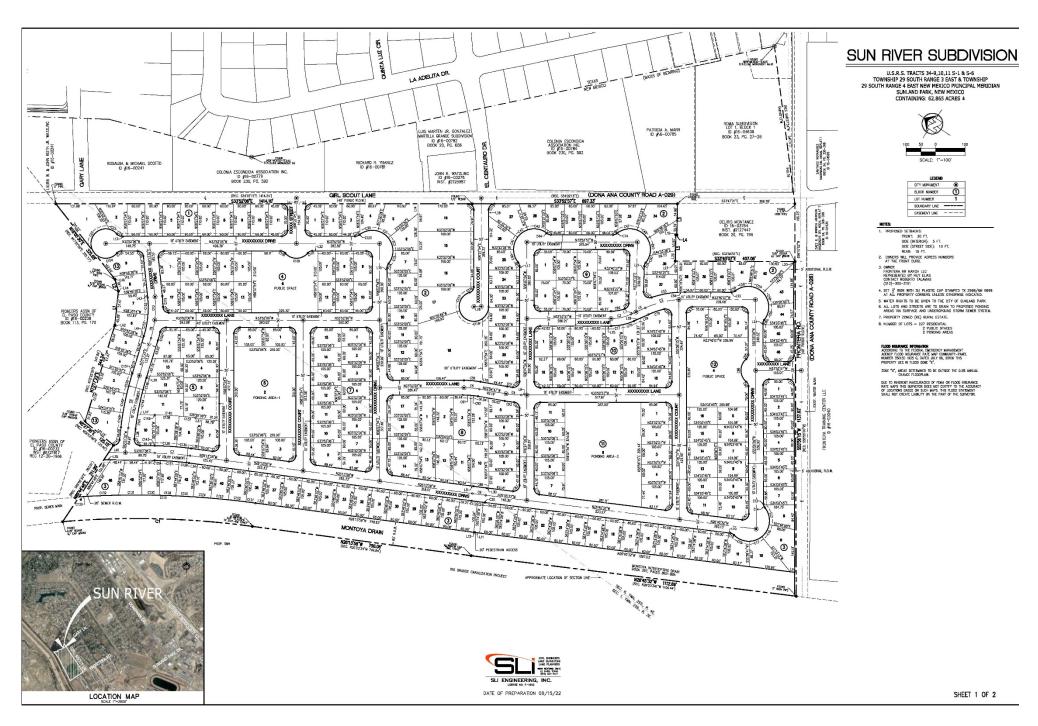
#### II. RE Rural Estate District (10-5A-4 Area Requirements)

- Minimum Lot Area: Six thousand feet (6,000').
- B. Minimum Yards:
  - Front: Twenty feet (20').
  - Side: Five feet (5').
  - Rear: Fifteen feet (15'). (Ord. 1985-03, 4-16-1985)

# III. Sunland Park Zoning Map









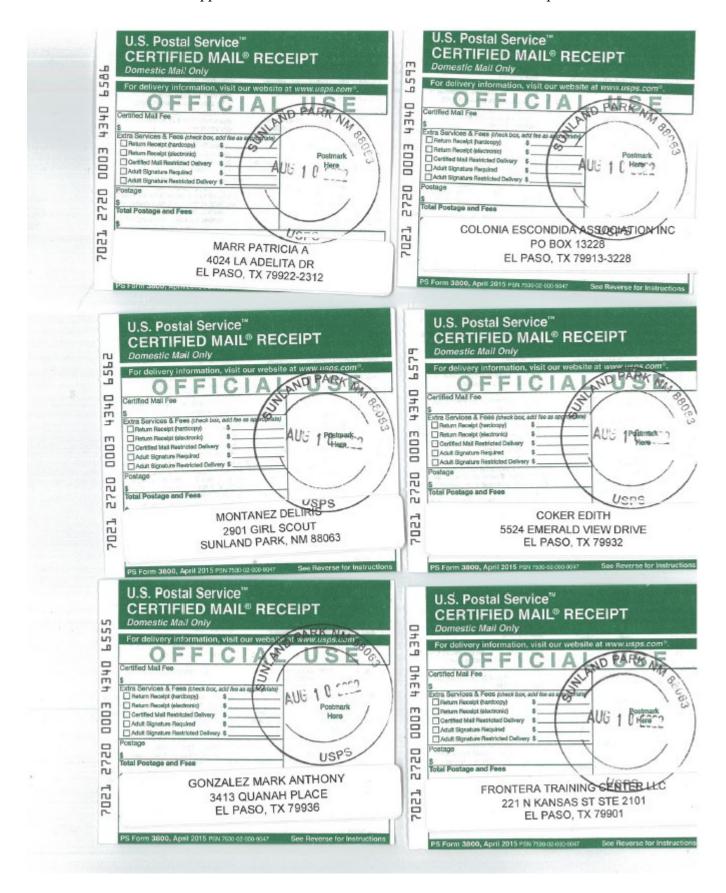
#### The Planning Commission has the following options:

- 1. **Approval** of case <u>SUBD-PRE-22-85</u>, with reasons stated in the motion, recommending approval of the requested preliminary plat
- 2. Approval with Conditions for case **SUBD-PRE-22-85**
- 3. **Deny** the request of case **SUBD-PRE-22-85** with reasons and conditions.

# If the Planning Commission votes to approve this application, staff recommends that the following conditions of approval be imposed:

- 1) Must abide by City Title 11 Subdivision Ordinance and 2015 IFC
- 2) Any significate changes to the Plat will require P&Z Approval.
- 3) Must abide by all State and Federal Environmental Regulations.

Appendix 1: Public Notice Letter - Certified Mail Receipt





Appendix 2: Posted Notice Sign







# Sunland Park residents feel city not transparent about approved development project

by Nasya Mancini

Wednesday, August 31st 2022

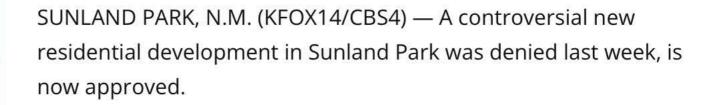




Intersection of Girl Scout and Frontera Road (credit: KFOX14/CBS4)









Neighbors on the Texas side aren't happy about it.

Neighbors in this Sunland Park community said the city hasn't been straightforward with its intentions to build a new 224 new home subdivision in the area.

"They're not being forthcoming with us at all," said John Watzling a

KFOX 14

# Rezoning of Sunland Park neighborhood sparks concerns



Public meeting sign on property (CBS4/KFOX14)



SUNLAND PARK, N.M (KFOX14) — Residents of a Sunland Park neighborhood are concerned about a new development that aims to bring hundreds of homes to their area.



Frontera Road and Girl Scout Lane in Sunland Park, New Mexico are currently classified as rural residential, but the current land owners



# re: Frontera development for the City of Sunland Park



### Monica Riehl < monica.riehl@sunlandpark-nm.gov>

Etiwe, Philip F.; Jimenez, Nissi B.; **District #1** Monday, September 26, 2022 at 10:37 AM

**Show Details** 

You forwarded this message on 9/26/22, 2:42 PM.

Show Forward

Good morning, Philip, Nissi, and Peter -

I hope this email finds you well. I wanted to first acknowledge how well Mr. Etiwe has represented the City of El Paso residents regarding the proposed development of 224 units/homes at 990 Frontera. He has made it very clear that the City of El Paso, and residents, are opposed to this development as it is not in alignment with the neighborhood for the City of El Paso.

This development is in compliance with City of Sunland Park zoning. The developer has a right to build as long as they are in compliance.

Please note, that my team has fielded a 25% increase in the number of calls, emails, and walk-ins from El Paso residents. Conversely, I have had 1 inquiry from the community that we serve. Please keep in mind that the City of Sunland Park had to make adjustments for choices made by the City of El Paso, as well. This is a primary example of how living in a border town can have complex issues with regard to mutual citizen impact.

We have been cordial and happy to answer questions regarding the information we may have about this development. However, this development is moving forward if/when the developer decides to do so within his rights.

I thank Mr. Etiwe for continuing to have an open conversation regarding this development, and other projects. Please note that we are working with our residents to ensure that the City responds accordingly to their inquires, or concerns, regarding this project (1 person).

Have a great week -

Warmly,

M.

Monica Riehl

CED Director/ Assistant to City Manager

City of Sunland Park

575.589.3631 ext.1009

385

# El Paso, TX

### Legislation Text

File #: 22-1233, 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 recognizing the month of October as "Chalk the Block 15th Anniversary Month" in honor and commemoration of the 15th year anniversary of the Chalk the Block festival to take place in the heart of the Downtown Arts District from October 7-9, 2022.

# CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

**DEPARTMENT:** Mayor and Council

AGENDA DATE: Tuesday, September 27, 2022

#### **CONTACT PERSON NAME AND PHONE NUMBER:**

City Representative Henry Rivera, District 7- 915.212.0007

**DISTRICT(S) AFFECTED:** All Districts

#### STRATEGIC GOAL:

Goal 1 - Cultivate an Environment Conducive to Strong, Economic Development

Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & 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 recognizing the month of October as "Chalk the Block 15th Anniversary Month" in honor and commemoration of the 15th year anniversary of the Chalk the Block festival to take place in the heart of the Downtown Arts District from October 7-9, 2022.

#### **BACKGROUND / DISCUSSION:**

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

#### PRIOR COUNCIL ACTION:

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

#### AMOUNT AND SOURCE OF FUNDING:

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

#### RESOLUTION

WHEREAS, Chalk the Block was founded in 2008 as a one-day sidewalk chalk art competition with twelve participating artists that took place at Arts Festival Plaza. Since that time, the event has grown to be the largest public arts festival in the region; and

WHEREAS, with overwhelming support from private and public partners, local and touring artists, and audiences from both sides of the border, the event has expanded into a three-day celebration of art, color, and community; and

WHEREAS, over 45,000 people visit the event each year which is located in the heart of the El Paso Downtown Arts District and over 200 local and touring artists from all disciplines participate at Chalk the Block creating a fun, immersive, and diverse environment for people of all ages to enjoy; and

WHEREAS, the event features; temporary interactive art installations, live dance and theatrical performances, a sidewalk chalk art competition, live bands, art and food vendors, and access to hands-on activities and exhibits at our sister institutions the El Paso Museum of Art and El Paso Museum of History; and

**WHEREAS**, the Museum and Cultural Affairs Division (MCAD) is excited to announce the fifteenth anniversary of Chalk the Block which will take place in the heart of the Downtown Arts District on October 7-9, 2022; and

WHEREAS, this year's theme will be "15 years in the 915" to celebrate and commemorate the Chalk the Block inception. As part of this momentous celebration, MCAD will be showcasing the local artistic talent that makes El Paso unique; and

WHEREAS, the City of El Paso Museums and Cultural Affairs Department is also excited to announce that Raiz Federal Credit Union is the title sponsor of this year's Chalk the Block Festival; and

WHEREAS, this partnership with Raiz highlights MCAD's commitment to the City of El Paso and shared mission to amplify the vibrancy of our City by supporting opportunities for economic growth in the creative sector; and

WHEREAS, formerly known as El Paso Area Federal Credit Union, Raiz has strong roots in the City of El Paso. They guide members from all walks of life to focus on their goals and help them get there. Raiz is proud of their El Paso roots, as they envision a bold path forward, leading the way with passion.

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

- 1. Congratulates the City of El Paso's Museums and Cultural Affairs Department on the 15<sup>th</sup> year anniversary of the Chalk the Block festival to take place in the heart of the Downtown Arts District from October 7-9, 2022; and
- 2. Thanks Raiz Federal Credit Union for their service to our community and sponsorship of the festival; and
- 3. Recognizes the month of October as "Chalk the Block 15<sup>th</sup> Anniversary Month." Congratulations!

(Signatures on the following page)

PASSED AND APPROVED this	_ day of, 2022.
	THE CITY OF EL PASO:
ATTEST:	Oscar Leeser, Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	
Danielle Escontrias Danielle Escontrias Assistant City Attorney	

# El Paso, TX

### Legislation Text

File #: 22-1260, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 1**

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

#### AGENDA LANGUAGE:

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

Discussion and action on a Resolution recognizing the Canutillo Independent School District for earning "A" rating for overall academic performance from the Texas Education Agency for the 2021-2022 school year.

# CITY OF EL PASO, TEXAS AGENDA ITEM AGENDA SUMMARY FORM

DEPARTMENT:
AGENDA DATE:
CONTACT PERSON NAME AND PHONE NUMBER:
DISTRICT(S) AFFECTED:
STRATEGIC GOAL:
SUBJECT:
BACKGROUND/DISCUSSION:
PRIOR COUNCIL ACTION: Has the Council previously considered this item or a closely related one?
AMOUNT AND SOURCE OF FUNDING: How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
**************************************

#### RESOLUTION

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

**WHEREAS**, on Monday, August 12, 2022, the Canutillo Independent School District earned an "A" rating for overall academic performance from the Texas Education Agency for the 2021-2022 school year; and

WHEREAS, Canutillo ISD scored an overall 90 out of 100, achieving a high score with a total student enrollment of 6.076; and

WHEREAS, Canutillo ISD is the only district in the region to earn an "A" Rating for three straight years; and

**WHEREAS**, the school district earned an 86 for student achievement, 91 for school progress and 88 for closing gaps;

**WHEREAS,** Bill Childress Elementary School, Canutillo Elementary School, Congressman Silvestre & Carolina School and Northwest Early College High School scored "A;" and

WHEREAS, Deanna Davenport Elementary School, Gonzalo and Sofia Garcia Elementary School, Jose H. Damian Elementary School, Canutillo Middle School, Jose J. Alderete Middle School and Canutillo High School scored "B;" and

**WHEREAS**, Canutillo ISD was recently named the Best Small District in Texas by the HEB Excellence in Education Awards.

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

- 1. Recognizes the Canutillo Independent School District for earning an "A" score and excellent performance; and
- 2. Recognizes Canutillo ISD Superintendent Pedro Galaviz, the Ysleta ISD Board of Trustees, faculty, staff, students and parents for a successful 2021-2022 school year and great achievement.

PASSED AND APPROVED this	day of	, 2022.
		THE CITY OF EL PASO:
ATTEST:		Oscar Leeser Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		

Karla M. Nieman City Attorney

# El Paso, TX

## Legislation Text

File #: 22-1241, 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 on the FY 2022 Capital Project Year-in-Review Report.

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

AGENDA DATE:	September 27, 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:	No. 4: Enhance El Paso's Quality of Life No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL:	N/A
SUBJECT:	
Presentation on the FY 2022 Capital	Project Year-in-Review Report.
Improvement Program.	verview of the FY 2022 accomplishments and next steps for the Capital
PRIOR COUNCIL ACTION: N/A	
AMOUNT AND SOURCE OF FUND N/A	ING:
HAVE ALL AFFECTED DEPARTME	ENTS BEEN NOTIFIED? YES _XNO
PRIMARY DEPARTMENT: SECONDARY DEPARTMENT:	
*********	REQUIRED AUTHORIZATION************************************
DEPARTMENT HEAD:	tte Hernandez Partment Head Summary Form is initiated by Purchasing, client

department should sign also)

Revised 04/09/2021



# Capital Improvement Department

FY 2022 Year –End Update

September 27, 2022





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

7: Enhance and Sustain
El Paso's Infrastructure Network

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01 | CIP History

**02** | FY 2022 Recap

**04** | FY 2022 Results

**05** | Accomplishment Highlights

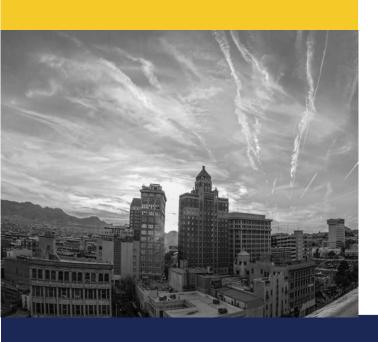
06 | Next Steps





#### FY 2022 RECAP

September 2021 – August 2022



- Implementation of Public Safety Bond Projects
  - Started Construction:
    - Fire Station 19 & 20 Renovations
    - Fire Station 36
    - Eastside Regional Command Center
- Evaluation of Public Safety Training Academy (RFQ)
- Implementation of Neighborhood Improvement Program (NIP V)
- Completion of the 2012 Street CIP Resurfacing
- Recently awarded RAISE Grants
  - \$900,000 Planning Grant (Deck Plaza Feasibility Study)
  - \$12 M Construction Grant (Ysleta POE)
- Adoption of Complete Streets Policy & Street Design Manual
- Completion of Alameda Corridor Study & Mary Frances / Memorial Park Master Plan Community Engagement





#### **CIP Implementation**

Culture of Continuous Improvement

Accountability & Ownership

**Greater Council Oversight of CIP Implementation** 

\_Funding Community Priorities

**CIP Planning** 

Update of Scope,

-Active Long Range
Plans

**Controls in Place** 

Scope & Schedules,
Green Belt Projects

**CIP Administration** 

Updating Processes, Procedures, Training

Results

Management & Staff
Continuously working
to Improve Production
& Results





#### **Working on Improvements**

# CID Internal Control

- 1. Project Managers
- 2. Process
- 3. Vendors
- 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





### FY 2022 Results



221 184%

120

2015 - 2017

68/YEAR



40/YEAR

2018-2022

Increase In Results 2015-2017 Vs 2018-2022







**\$ 1 million** of construction projects involves roughly **\$500,000** in **labor costs** 

Impacts for spending \$115.4 M
(Sep 2021 – Aug 2022)

Approximately \$57,700,000

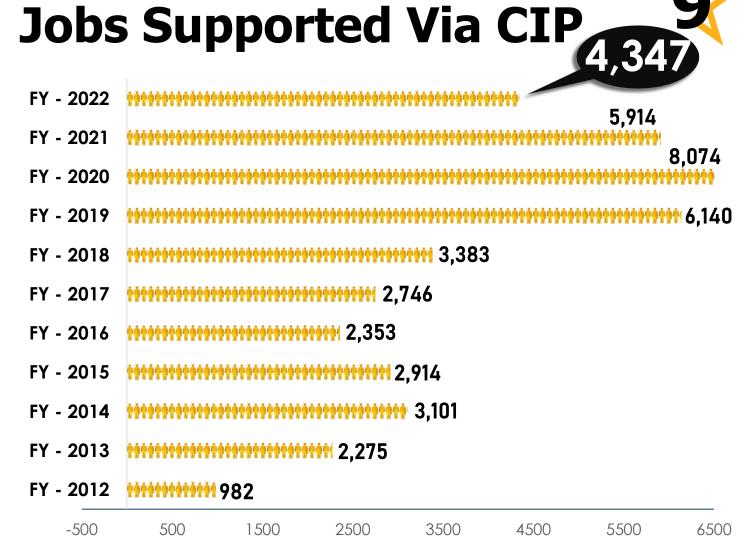
spent on labor costs



# Capital Projects have generated approximately

## 44,329 JOBS

From September 2011 Through August 2022





<sup>\*</sup> CID construction contracts only

#### **SPENDING AND EMPLOYMENT**



# Spending Impact 2022

- Direct
- Indirect & Induced
- Total

\$115.4 M \$69 M

\$184.4 M

# Employment Impact 2022

- Direct (Total
- Indirect & Induced
- Total Jobs

- 4,347
- 2,173
- 6,520

#### **One-time Project Impacts:**

- Direct construction spending associated with CIP projects
- Direct, Indirect/Induced jobs
- More than 6,500 jobs supported by construction in FY 2022

#### A BROTHERS A&S Contractors, Inc. A.T.S.S., INC. AB Powers, LLC Abescape Landscaping, LLC Access Environmental, LLC **ADCO Contractor Group** Advanced Security Contractors, Inc. Air Moving Equipment Company Alamo Environmental, Inc. dba Alamo 1 Aldo Moreno ALL TEMP INSULATION CO. Allen Concrete, Inc. Inc Alpha Asphalt and Parking Lot Contractors LLC Alpha Building Corporation Americhoice Construction, LLC. Andrade's Contractors, Inc. INC 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. 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.

CABALLERO ELECTRIC

Canyon Contracting Dirt & Paving, Frias Shower Doors and

Inc Canyon Glass Co. **CASEWORK SOLUTIONS** Catraar Group, LLC Century Laminating Ltd dba Accent Landscape Contractors Inc Century Sign Builders CGC Group, Inc. Classic Millwork & Products, Inc. Commercial Roofing Systems, Inc. Gateway Air Conditioning Complete Lawn Care Con-Tex Construction, LLC. Contractor's Barricade Service Inc Go dba Apache Barricade & Sign Contractors Tiles Plus, Inc. CONTROL AND EQUIPM **Cool Solutions** Allied Paving Company of El Paso Crane Services, Inc Custom Equipment (Flying R, LLC) Damcon, LP DANTEK SYSTE Del Mar Contrac Desert Contract APCO BUILDING SPECIALTIES, Destin Drywall Display Service AVANTI FLOOR CONTRACTOR, DIVERSIFIED I ERIORS Division 7 **DLC Constructio** Door Control Ser Pace Company In DS Mechanical Co. **DUSTROL** E & Z Painting L.L.C. E.N.E Electrical Services ecoReach Inc EL PASO A.R.C ELECTRIC Best Iron Works and Screens, Inc El Paso Gypcrete, LLC EL PASO LONE STAR HOMES El Paso Parking Lot Striping **Emilio Rigales Painting** Empire Roofing, Inc. **EPIC Flooring Epoxy Pros** Ernesto Franco ESSENTIAL FIRE PROTECTION JMR DEMOLITON LTD Exerplay Inc. C&E Industrial Services Inc. FA Electrical Service L.L.C

Freedom Connections, LLC

Landscape & Design Center, Inc. **GORMAN MOISTURE** PROTECTION Contractors & Subcontractors Inc. El Paso Turnkey Enterprises LLC. J P Company Plumbing & Heating Munoz Sealing and payo J.A.R. CONCRETE, INC. DBA J.A.R. CONSTRUCTION, INC. JAG Electric Jaime Caballero Jireh Masonry Company, LLC Jordan Foster Construction, LLC Jose Anchondo Karlsruher Inc. dba CSA Constructors

Renovations

FRONTIER ROOFING

FTH Mechanical LLC

**FUNK AND COMPANY** 

**GAMBOA ELECTRIC** 

GARCOM, INC.

Fulcrum Contracting Group LLC

G. Sandoval Construction, Inc.

stems MASONRY, odern Iron Won MPO Construction Municipal Emergenc Musco Sports Lighting, LLC Nationwide Rebar, Inc. O.D. CONSTRUCTION CO. Oz Construction P & M Caseworks, LLX Pavement Marking, LLC PC AUTOMATED CONTROLS. INC. PC Concrete Perez Rockwall & Concrete LLC

Kasco Structures LLC

KD SCHOLTEN CO.

Keystone GC, LLC

Artsela Stone, LLC

LAC Construction

**SCIALIST** 

KMG Pavers & Rosckwalls LLC

L & F NM Enterprises, LLC dba

Las Cruces Construction, LLC

LEEDSMAN CONSTRUCTION

INC. DBA TRAFFIC CONTROL

Construction, Inc.

ctrical Services, Inc.

ics. LLC

ompany, LLC

& Irrigation

Alamo

**TION &** 

ractors, LLC

struction

NTER

Inc.

ND SONS

Kelley Bros

Inc. Plattenleger Paver Co, LLC PlayCore Wisconsin, Inc, d/b/a GameTime Powers Products Co dba Powers **Products Southwest** PRIDE GENERAL CONTRACTORS LLC PRIME IRRIGATION & LANDSCAPE INC PROTECH ROOFING SYSTEMS, The Ed-Co Corporation LLC Pyrocom Systems, Inc. QUEST CONTRACTING INC Red Cap Staffing formerly LaborMax Staffing Riverbend Crane Roberto Figueroa Roberts Iron Works, Inc. Robles 1 Demolition, LLC ROOF TOPPERS of El Paso, Inc. V & R DRYWALL INC Ryder Construction LLC SAAB SITE CONTRACTORS, L.P. Veliz Company, LLC Sanchez Construction and Landscaping Schindler Elevator Corp. Seal-Co, Inc. Shadrock & Williams Masonry, Ltd. Vistacon II Sigma Constructin Group, LLC Sound & Signal Systems of Texas VOLTER ELECTRICAL SOUTHWEST DECOR Southwest Metalsmiths, Inc. Southwest Paving, Inc. Southwestern Industrial Contractors and Riggers, Inc. artan Reinforcing, LLC PAVERS PUCTION, INC CONSTRUCTION. f Stoncor

Straig Sun Carpe Sun City Crar SUNDT CONSTI Sunsets West, Inc. Suntech Mechanical Inc

Performance Glass & Aluminum, 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 The Garick Group, Inc. THE GLASS HOUSE INC Third Gen LLC dba Progressive Pool Systems TK Elevator Tony Avila Rockwall Inc TRANE US INC TRI-STATE ELECTRIC UNITED ROOFING & METAL CO. VALLEY FENCE CO Venegas Engineering Management and Construction, Inc. (aka VEMAC) **VERTEX CONTRACTORS LLC** VM Roofing CONSTRUCTION WESTERN DEWATERING, INC. WESTERN STATES FIRE PROTECTION COMPANY Westside Welding Inc

LLC

Year One Electrical Contractor,

Zayza Irrigation and Landscape

ZTEX Construction, Inc.





# Accomplishment Highlights



#### Completed Projects Map

★ FY 2022 Completed Projects



**Total Completed Projects (To date)** 



# Y 2022



#### **FY 2022 Completed Projects**

- Aircraft Rescue and Fire Fighting (ARFF) Station Remodeling
- Alabama Bridge Reconstruction
- Alameda Corridor Plan (Planning Documents)
- Armijo Branch Library Improvements
- Chamizal Pedestrian Enhancements Phase II
- Chelsea Pool Demolition
- City 2 HVAC
- Clark Cleveland Pocket Park
- COVID Lab and Logistics Center
- Demolition Delta Yard Structures
- E.L. Williams Park

- Improvement Additional Amenities
- Esperanza Moreno Library Improvements
- Far East Transfer Center
- HVAC Annual Upgrades 2020
- 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)



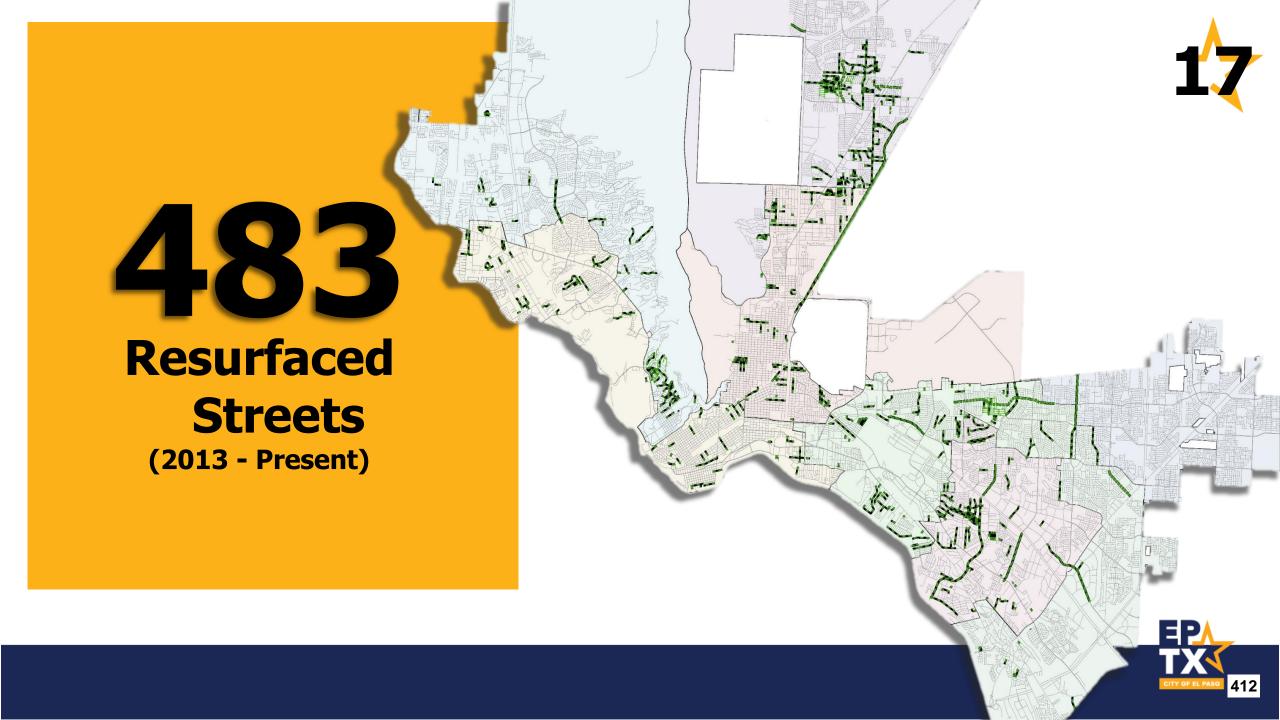


# Fig. 57 Reconstructed Streets (YTD) – 8 in Progress



Status	3/2016	12/2017	2/2019	6/2019	10/2019	2/2020	8/2020	1/2020	4/2021	03/2022	9/2022
Completed	2	10	18	21	21	27	35	42	47	57	57
Construction	6	7	25	27	34	36	24	17	16+1 NTMP	7 + 1 NTMP	7 + 1 NTMP
Design	10	27	22	17	10	2	0	0	2	1	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	0	0	0
TOTAL	65	65	65	65	65	65	65	65	65	65	65





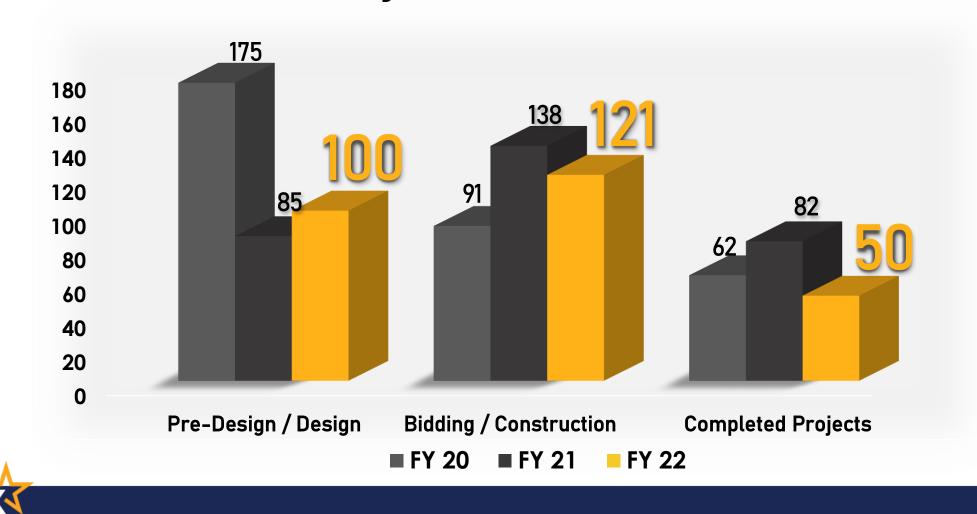
#### **Active Project Summary**

Month	August 2020	August 2021	August 2022
Pre-Design	63	18	33
Design	112	67	67
Bidding	15	73	42
Construction	75	65	79
Total Projects	265	223	221
Total Budget	\$677,199,218	\$725,063,769	\$668,964,311



# 271 TOTAL PROJECTS WERE MANAGED FY 2021 vs 2022 Projects







# **Next Steps**





#### FY 2023 Next Steps

- Development of the 2022 Community Progress Bond
- Data Driven Approach; 15 Active Long-Range Plans
- Union Plaza Rehabilitation
  - MPC
  - Uptown / Downtown Activation
  - Downtown Tree Plan
  - Deck Plaza
- PCI Study and Related Action Plans



# Thank You







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

#### Vision

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

#### ☆ Values

Integrity, Respect, Excellence, Accountability, People







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

#### Visión

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

#### ☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

# 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	\$4,361,212
Jul	\$6,969,439	\$32,370,255	\$1,873,951	\$3,338,201	\$7,009,391
Aug	\$1,774,159	\$19,046,767	\$2,085,784	\$2,776,014	\$768,751
Total	\$111,138,836	\$244,047,286	\$115,874,163	\$90,534,416	\$171,730,209

# TABLE "B"

# FY 2022 Expenditures



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	\$9,405,565
Jul	\$7,708,209	\$17,082,128	\$10,919,647	\$8,467,216	\$12,758,065
Aug	\$15,152,852	\$23,840,764	\$24,082,402	\$20,629,195	\$22,694,796
Total	\$80,401,874	\$138,905,710	\$146,786,811	<b>\$</b> 112,378,797	\$115,430,500

\$594 Million Spent FY 18 – FY 22



#### Pre-Design

#### June - August 2022 Developments

May 2022	June – August 2022 Activity	August 2022
11	+ 23 New Projects Added	33
Active Projects  25 Future Programmed Projects	-1 Deleted Project	Active Projects  25 Future Programmed Projects



#### 11 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					

# 29

# +23 Project Added in Design Phase

Project Name				
Balsam Street Lighting - NIP V	Memorial Park Lighting - NIP V			
Boardmoor, Thunderbird, Pinehurst, and Singing Hills Markers - NIP V	Normandy Park Lighting- NIP V			
Capistrano Park Canopy - NIP V	Playa Drain Bollards (Knights to Shawver Park) - NIP V			
Coach Jack D. Quarles Park Lighting - NIP V	Pueblo Viejo Park Improvements - NIP V			
Coyote Park Basketball Court - NIP V	Rancho Del Sol Park Improvements - NIP V			
E.L. Williams Park Canopies - NIP V	Stiles Park Improvements - NIP V			
East Cave Park Improvements - NIP V	Sunrise Park Exercise Equipment - NIP V			
Health Department MCA Clinic	Todd Ware Park Improvements - NIP V			
Health Department Relocation	Upper Tom Lea Park Improvements - NIP V			
Marion Manor Park Improvements - NIP V	Washington Park Improvements - NIP V			

#### Project Deleted

#### Project Name

Demolition Property at Wyoming and St. Vrain (Will be performed by ESD)



#### Active Pre-Design Projects

- 33 Total Active Projects
- 25 Future Programmed Projects



#### Active Projects

Project Name	District	Funding Source	Budget	Construction Start
Balsam Street Lighting - NIP V	3	2012 QOL Bond	\$148,500	Early 2023
Boardmoor, Thunderbird, Pinehurst, and Singing Hills Markers - NIP V	1	2012 QOL Bond	TBD	TBD
Capistrano Park Canopy - NIP V	7	2012 QOL Bond	TBD	TBD
Coach Jack D. Quarles Park Lighting - NIP V	1	2012 QOL Bond	\$53,840	Fall 2023
Coyote Park Basketball Court - NIP V	5	2012 QOL Bond	TBD	TBD
E.L. Williams Park Canopies - NIP V	7	2012 QOL Bond	TBD	TBD
East Cave Park Improvements - NIP V	5	2012 QOL Bond	TBD	TBD
Galapagos Exhibit	ZOO	2012 QOL Bond	\$573,029	Winter 2022
Health Department MCA Clinic	2	ARPA Grant	\$7,500,000	TBD
Health Department Relocation	8, 4	ARPA Grant	\$8,570,000	TBD
Hunter, McCombs, Trawood, and Rojas Arterial Lighting	3,4,6,7	2019 CO's	\$7,909,000	Early 2024
Komodo Dragon Exhibit	ZOO	2012 QOL Bond	\$3,720,928	Spring 2023
Marion Manor Park Improvements - NIP V	7	2012 QOL Bond	TBD	TBD



#### 33 Active Projects (Cont'd)

Project Name	District	Funding Source	Budget	Construction Start
Memorial Park Lighting - NIP V	2	2012 QOL Bond	TBD	TBD
Normandy Park Lighting- NIP V	3	2012 QOL Bond	TBD	TBD
Playa Drain Bollards (Knights to Shawver Park) - NIP V	7	2012 QOL Bond	TBD	TBD
Police Department Central Regional Command	TBD	2019 Public Safety Bond	\$24,600,000	Fall 2023
Police Department Headquarters	4	2019 Public Safety Bond	\$75,976,000	TBD
Pueblo Viejo Park Improvements - NIP V	7	2012 QOL Bond	TBD	TBD
Rancho Del Sol Park Improvements - NIP V	6	2012 QOL Bond	TBD	TBD
Resler and Edgemere Arterial Lighting	1,3,6,5,8	2019 CO's	\$13,288,000	Early 2024
Stiles Park Improvements - NIP V	3	2012 QOL Bond	\$172,015	Fall 2023
Sunrise Park Exercise Equipment - NIP V	2	2012 QOL Bond	TBD	TBD
Todd Ware Park Improvements - NIP V	4	2012 QOL Bond	TBD	TBD
Upper Tom Lea Park Improvements - NIP V	8	2012 QOL Bond	TBD	TBD
Washington Park Improvements - NIP V	2	2012 QOL Bond	\$295,374	Fall 2023

# 33

#### 25 Projects

Project Name	District	Funding Source	Budget	Reprogrammed Date
5 Points Small Area Plan	2	2020 Capital Plan	TBD	TBD
Downtown Uptown Project	8,1	2020 Capital Plan	TBD	TBD
Fire Station 17 Renovation	6	2019 Public Safety Bond	TBD	2025
Fire Station 2 Renovation	1	2019 Public Safety Bond	TBD	2026
Fire Station 20 Renovation	3	2019 Public Safety Bond	TBD	2025
Fire Station 23 Renovation	4	2019 Public Safety Bond	TBD	2024
Fire Station 27 Renovation	1	2019 Public Safety Bond	TBD	2026
Fire Station 28 Renovation	4	2019 Public Safety Bond	TBD	2026
Fire Station 29 Renovation	6	2019 Public Safety Bond	TBD	2026
Fire Station 30 Renovation	4	2019 Public Safety Bond	TBD	2026
Fire Station 31 Renovation	8	2019 Public Safety Bond	TBD	2026
Fire Station 33 Renovation	5	2019 Public Safety Bond	TBD	2026
Fire Station 34 Renovation	4	2019 Public Safety Bond	TBD	2026

# 34 Future Programmed Projects



#### 25 Projects (Cont'd)

Project Name	District	Funding Source	Budget	Reprogrammed Date
Fire Station 35 Renovation	6	2019 Public Safety Bond	TBD	2026
Fire Station 37 Renovation	5	2019 Public Safety Bond	TBD	2026
Fire Station 4 Renovation	8	2019 Public Safety Bond	TBD	2026
Fire Station 5 Renovation	3	2019 Public Safety Bond	TBD	2026
Fire Station 6 Renovation	6	2019 Public Safety Bond	TBD	2026
Fire Station 7 Renovation	2	2019 Public Safety Bond	TBD	2026
Fire Station 8 Renovation	1	2019 Public Safety Bond	TBD	2026
Fire Station 9 Renovation	8	2019 Public Safety Bond	TBD	2026
Fire Station Storage Building @ Cotton Renovation	8	2019 Public Safety Bond	TBD	TBD
MPC	DTWN	2012 QOL Bond	\$180,000,000	TBD
Sun Metro Union Depot	8	Sun Metro	TBD	TBD
Title 20 (Zoning) Code Update	CW	2020 Capital Plan	TBD	TBD



#### Design

#### June - August 2022 Developments

May 2022	June – August 2022 Activity	August 2022
	+ 5 New Project Added in Design Phase	
<b>7</b> 1	-4 Advanced to Bidding	<b>47</b>
Active Projects	-2 Advanced to Construction	Active Projects
8 Future Programmed Projects	-1 Compete	10 Future Programmed Projects
	-2 Future Programmed Projects	

# 71 Projects in Design

Project Name		
Airport Industrial Parks Monuments	Fire Station 25 Renovation	Paved Trails - Montana to I-10 Segment B
Alameda Corridor Plan (Planning Documents)	Fire Station 26 Renovations	Paved Trails - Montana to I-10 Segment C
Alley Activation-Uptown Alley Phase I	Fire Station 3 Renovation	Paved Trails - Montana to I-10 Segment D
Animal Shelter Dog Kennels & Animal Hospital	Fire Station 38	Paved Trails - Rio Grande Trail North and Valley Creek Access
Blackie Chesher Sports Maintenance Storage	Fire Station 5 Gym Floor Replacement	Paved Trails - Skyline to Loma Real Segment A
Chelsea Pool Pocket Park	Fiscal Model - Market Analysis (Planning Documents)	Paved Trails - Skyline to Loma Real Segment B
Clark and Cleveland Phase II – CDBG	Five Node Intersection Remediation	Paved Trails - Skyline to Loma Real Segment C
Cohen Site Readiness	ITS Infrastructure at Zaragoza and BOTA - On-system	Paved Trails - Skyline to Loma Real Segment D
Downtown Alley Activation	ITS Infrastructure at Zaragoza and BOTA - Off-system	Paved Trails- Mountain to River Trails System
Downtown Tree Plan-Phase I	J.P. Shawver Modular Play Structure	Phillipy Reconstruction
Eastside Regional Park Phase 2	JP Shawver Park Improvements - CDBG	Police Department Training Academy and Logistics Center
Eastside Regional Phase 2 Modular Play Structure (To be installed @ Eastside Sports Complex)	Lower Beaumont Fire Station 12	Railroad Reconstruction
Education Discovery Improvements	Lower Beaumont Recreational Facility	Relocation of Taxiway M
El Paso Citywide Wayfinding Phase I	NE Police Department Command Center - Building Assessment	Sean Haggerty Extension
EPIA Runway 8R-26L Rehabilitation	Palisades Trailhead	Sun City Lights - District 2
FD Special Team Station	Pat O'Rourke Recreation Center	Sun City Lights - District 3
Fire Department Headquarters	Paved Trails - Tierra Del Este, Sunset Terrace Park Trail Extension	Sun City Lights - District 6
Fire Department Training Academy and Vehicle Maintenance Repair and Supply Acquisition / Distribution Center	Paved Trails - Carolina to Emerson	Sun City Lights - District 7
Fire Station 14 Renovation	Paved Trails - Donald to Dyer	Sun Metro TOC Renovations
Fire Station 15 Renovation	Paved Trails - Ellis lateral Connection	Tom Lea Lower Dog Park – CDBG
Fire Station 16 Renovation	Paved Trails - Montana to I-10 Segment A	Training & Instructional Multipurpose Center Pool
Fire Station 18 Renovation		



## +5 Project Added in Design Phase

Project Name		
Operations Breakroom and K-9 Expansion	Sun Metro Facilities Concrete Repair	
Sun Metro Dyer Mini Brio Stations	Terminal Ceiling and Lighting Improvements	

#### -4 Projects Advanced to Bidding

Project Name		
ITS Infrastructure at Zaragoza and BOTA On-system	Sun Metro TOC Renovations	
JP Shawver Park Improvements - CDBG	Tom Lea Lower Dog Park - CDBG	



## -2 Project Advanced to Construction

Project Name	
El Paso Citywide Wayfinding Phase I	Fire Station 5 Gym Floor Replacement

#### - 1 Project Complete

Project Name	
Alameda Corridor Plan (Planning Documents)	

## -2 Future Programmed Projects

Projec	ct Name
Five Node Intersection Remediation	Relocation of Taxiway M



#### Active Design Projects

- 67 Total Active Projects
- 10 Future Programmed Projects





## 40 67 Active Projects

Project Name	District	Funding Source	Budget	Construction Start
Airport Industrial Parks Monuments	AIRPORT	Airport	\$350,000	Fall 2022
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	Winter 2022
Blackie Chesher Sports Maintenance Storage	7	2012 QOL Bond	\$784,615	Winter 2022
Chelsea Pool Pocket Park	2	2020 Capital Plan	\$1,479,296	Spring 2023
Cohen Site Readiness	4	2019 Capital Plan/ Insurance	\$1,203,957	TBD
Downtown Alley Activation	8	TIRZ 5	\$250,000	Winter 2022
Downtown Tree Plan-Phase I	8	TIRZ 5	\$60,000	N/A
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	\$1,500,000	Winter 2022
Education Discovery Improvements	ZOO	2012 QOL Bond	\$98,175	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	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	2	2019 Public Safety Bond	\$674,326	Early 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	TBD
Fire Station 18 Renovation	7	2019 Public Safety Bond	\$991,688	TBD
Fire Station 25 Renovation	3	2019 Public Safety Bond	\$2,257,605	Summer 2023



# August 2022

#### 67 Active Projects (Cont'd)

Project Name	District	Funding Source	Budget	Construction Start
Fire Station 26 Renovations	7	2019 Public Safety Bond	\$1,405,974	Early 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
Fiscal Model - Market Analysis (Planning Documents)	CW	2020 Capital Plan	\$100,000	N/A
TS Infrastructure at Zaragoza and BOTA Off-system	2	TXDOT w/City match	\$18,000,000	Spring 2024
I.P. Shawver Modular Play Structure	7	2012 QOL Bond + TPWD grant	\$1,500,000	Winter 2023
Lower Beaumont Fire Station 12	2	Fire Capital	\$4,000,000	TBD
Lower Beaumont Recreational Facility	2	2012 QOL Bond	\$4,762,528	TBD
Marina Rios Park (Clark and Cleveland Phase II)	2	2017 CO's	\$47,383	N/A
NE Police Department Command Center - Building Assessment	4	2019 Public Safety Bond	\$20,000 (Assessment Only)	TBD
Operations Breakroom and K-9 Expansion	AIRPORT	Airport Enterprise	\$750,000	Summer 2023
Palisades Trailhead	8	2012 QOL Bond	\$300,000	Spring 2024
Pat O'Rourke Recreation Center	8	2012 QOL Bond	\$1,500,000	Fall 2022
Paved Trails - Tierra Del Este, Sunset Terrace Park Trail Extension	5	2012 QOL Bond	\$655,000	TBD
Paved Trails - Carolina to Emerson	3	2012 QOL Bond	\$342,000	TBD
Paved Trails - Donald to Dyer	4	2012 QOL Bond	\$315,000	TBD
Paved Trails - Ellis lateral Connection	1	2012 QOL Bond	\$315,000	TBD
Paved Trails - Montana to I-10 Segment A	3	2012 QOL Bond	\$437,500	TBD
Paved Trails - Montana to I-10 Segment B	3,6,7	2012 QOL Bond	\$437,500	TBD
Paved Trails - Montana to I-10 Segment C	7	2012 QOL Bond	\$437,500	TBD 2



#### 67 Active Projects (Cont'd)

Project Name	District	Funding Source	Budget	Construction Start
Paved Trails - Montana to I-10 Segment D	7	2012 QOL Bond	\$437,500	TBD
Paved Trails - Rio Grande Trail North and Valley Creek Access	1	2012 QOL Bond	\$390,000	TBD
Paved Trails - Skyline to Loma Real Segment A	4	2012 QOL Bond	\$315,000	TBD
Paved Trails - Skyline to Loma Real Segment B	4	2012 QOL Bond	\$315,000	TBD
Paved Trails - Skyline to Loma Real Segment C	4	2012 QOL Bond	\$315,000	TBD
Paved Trails - Skyline to Loma Real Segment D	4	2012 QOL Bond	\$315,000	TBD
Paved Trails- Mountain to River Trails System	1	2012 QOL Bond	\$872,000	TBD
Phillipy Reconstruction	7	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	TBD
Sean Haggerty Extension	4	TxDOT	\$2,569,079	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 Dyer Mini Brio Stations	2	Sun Metro	\$1,586,326	Early 2023
Sun Metro Facilities Concrete Repair	4,3,8	Sun Metro	\$826,974	Early 2023
Terminal Ceiling and Lighting Improvements	AIRPORT	Airport Terminal Program Grant	TBD	Early 2023
Training & Instructional Multipurpose Center Pool	3	2012 QOL Bond 2020 Capital Plan	\$2,248,866	Fall 2022



### 10 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
Five Node Intersection Remediation	Airport	AIP, Airport	\$914,618	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
Relocation of Taxiway M	Airport	AIP, Airport	\$5,277,310	2023
Tom Lea Slope Stabilization	1	2018 Capital Plan	\$8,411,993	FY 2023



#### Bidding

#### June - August 2022 Developments

May 2022	June – August 2022 Activity	August 2022
51	+ 1 Added to Bidding Phase	42
Active Projects	+ 4 Advanced to Bidding (From Design)	Active Projects
2 Future Programmed Project	- 17 Advanced to Construction	2 Future Programmed Project



## 45 54 Projects in Bidding

Project Name				
Animal Shelter HVAC Improvements	Hawkins and WH Burges traffic signal	Rich Beem and Ralph Seitsinger traffic signal		
Canterbury Trail	Lee Trevino and Ivanhoe traffic signal	Rojas Widening		
Chalio Acosta Sports Center HVAC Improvements	Leopard Exhibit Renovations	Schuster Reconstruction		
Clint Landfill Breakroom	Manhattan Heights Historic Archway Illumination	Sea Lion Exhibit Repair and Upgrade		
Doniphan and Bird Signal	Mesa Hills and Cabaret traffic signal	Sean Haggerty and Rushing traffic signal		
Doniphan and West Green Signal	NASA T-38 Hangar Re-roofing	South Central Phase V (Edna east of Concepcion, Cortez south of Delta)		
Dyer and Tiger Eye traffic 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		
Edgemere and Tierra Dorada traffic signal	North Loop and Burgundy traffic signal	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 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 Northern Pass traffic signal	Ventana and Tierra Este traffic signal		
Fire Station 10 Renovation	Pebble Hills / Airport Road / Vista Del Sol Roadway Lighting & Landscape Improvements	Veterans Recreation Center		
Fire Station 19 Renovation	Pebble Hills and John Hayes traffic signal	Ysleta Middle School Safe Routes to School		
Fire Station 21 Renovation	Pebble Hills and Tierra Mina traffic signal	Zaragoza and Castner traffic signal		
Frontera & Roxbury School Flasher	Pebble Hills and Tim Foster traffic signal			

### +1 Projects Added in Bidding Phase



#### **Project Name**

Health Department Roof Replacement

#### +4 Projects Advanced to Bidding from Design

Project Name				
TS Infrastructure at Zaragoza and BOTA On-system Sun Metro TOC Renovations				
JP Shawver Park Improvements - CDBG  Tom Lea Lower Dog Park - CDBG				

#### -17 Projects Advanced to Construction

Project Name			
Canterbury Trail	Nations Tobins Pool & Sports Center Roof Replacement		
Doniphan and Bird Signal	Pebble Hills / Airport Road / Vista Del Sol Roadway Lighting & Landscape Improvements		
Doniphan and West Green Signal	Rojas Widening		
Electrical Upgrades for the Short and Long Term Parking Lots	Schuster Reconstruction		
Fire Station 10 Renovation	South Central Phase V (Edna east of Concepcion, Cortez south of Delta)		
Fire Station 19 Renovation	Ysleta Middle School Safe Routes to School		
Manhattan Heights Historic Archway Illumination			



#### **Active Bidding Projects**

- 42 Total Active Projects
- 2 Future Programmed Projects



## 48 42 Active Projects

Project Name	District	Funding Source	Budget	Construction Start
Animal Shelter HVAC Improvements	3	Animal Services 2020 Capital Plan	\$2,676,751	Winter 2022
Chalio Acosta Sports Center HVAC Improvements	2	2012 QOL Bond	\$250,000	TBD
Clint Landfill Breakroom	CW	ESD	\$443,769	TBD
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
Fire Station 21 Renovation	4	2019 Public Safety Bond	\$1,869,312	Fall 2022
Frontera & Roxbury School Flasher	1	2020 Capital Plan	\$37,773	Early 2023
Hawkins and WH Burges traffic signal	3	2020 Capital Plan	\$37,773	Early 2023
Health Department Roof Replacement	4	FY22 Storm Renovation Projects	\$3,000,000	TBD
ITS Infrastructure at Zaragoza and BOTA On- system	2	TXDOT w/City match	\$16,000,000	Fall 2022
JP Shawver Park Improvements - CDBG	7	CDBG	\$295,800	Fall 2022
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
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
North Loop and Burgundy traffic signal	7	2020 Capital Plan	\$37,773	Early 2023





#### 42 Active Projects (Cont'd)

Project Name	District	Funding Source	Budget	Construction Start
adilla Reconstruction	7	2013 Street Infrastructure	\$2,862,103	Winter 2022
aseo Del Norte and Northern Pass traffic signal	1	2020 Capital Plan	\$37,773	Early 2023
ebble Hills and John Hayes traffic signal	5	2020 Capital Plan	\$39,810	Early 2023
ebble Hills and Tierra Mina traffic signal	5	2020 Capital Plan	\$39,810	Early 2023
ebble 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
ea Lion Exhibit Repair and Upgrade	ZOO	2012 QOL Bond	\$676,082	Fall 2022
ean Haggerty and Rushing traffic signal	4	2020 Capital Plan	\$37,773	Early 2023
ports Field Lighting Phase 1: Jimmy Ochoa Ball Field; Nemo Villareal Ball Field; Nations Tobin Soccer Field	2	2020 Capital Plan	\$1,234,569	Fall 2022
ports Field Lighting Phase 2: Franklin Ball Field; Lionel and orti Ball Field; Reese McCord Ball Field, Yucca Ball Field, Grandview Ball Field	2,3,4,7	2020 Capital Plan	\$1,607,115	Fall 2022
un Metro TOC Renovations	3	Sun Metro	\$1,474,250	Early 2023
unland Park, Shadow Mt. / Westwind / Redd Road Phase / Executive Center Roadway Lighting & Landscape mprovements	1,8	2019 CO's	\$10,727,200	Fall 2022
om Lea Lower Dog Park - CDBG	8	CDBG	\$464,854	Winter 2022
entana and Tierra Este traffic signal	5	2020 Capital Plan	\$39,810	Early 2023
eterans Recreation Center	4	2012 QOL Bond	\$1,500,000	Spring 2023
aragoza 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

#### June - August 2022 Developments

May 2022	June – August 2022 Activity	August 2022
67	+ 19 Advanced to Construction (From Design and Bidding)	79
Active Projects  O Future Programmed Projects	- 7 Complete	Active Projects  O Future Programmed Projects



# 52 67 Construction Projects

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						



#### Projects Advanced to Construction (From Design)

Project Name			
El Paso Citywide Wayfinding Phase I	Fire Station 5 Gym Floor Replacement		

#### +17 Projects Advanced to Construction (From Bidding)

Project Name				
Canterbury Trail	Nations Tobins Pool & Sports Center Roof Replacement			
Doniphan and Bird Signal	Pebble Hills / Airport Road / Vista Del Sol Roadway Lighting & Landscape Improvements			
Doniphan and West Green Signal	Rojas Widening			
Electrical Upgrades for the Short and Long Term Parking Lots	Schuster Reconstruction			
Fire Station 10 Renovation	South Central Phase V (Edna east of Concepcion, Cortez south of Delta)			
Fire Station 19 Renovation	Ysleta Middle School Safe Routes to School			
Manhattan Heights Historic Archway Illumination				

#### - 7 Projects Completed

Project Name		
Bicycle Connectivity Phase I	Montana Rapid Transit System	
Demolition Delta Yard Structures	Pavo Real Recreation Center Improvements	
HVAC Annual Upgrades 2020	Yarbrough Bridge Reconstruction	
Fort Boulevard Improvements		



#### **Active Construction Projects**

- 79 Total Active Projects
- 0 Future Programmed Projects



# AUGUST 2022

#### Active Construction Projects

Project Name	District	Funding Source	Budget	Est. Completion
Animal Holding II	ZOO	2012 QOL Bond	\$875,336	Fall 2022
Bicycle Connectivity Phase II	CW	TXDOT / City Match (2018 CO's)	\$1,909,149	Summer 2022
Canterbury Trail	8	2013 Street Infrastructure	\$3,348,299	Fall 2023
Central Business District IV	8	TXDOT / City Match (2009, 2010, 2018 CO's)	\$18,417,036	Fall 2023
Children's Museum	8	2012 QOL Bond	\$39,250,000	Spring 2023
Delta Bridge Reconstruction	2	TXDOT / City Match (2011, 2017, 2018 CO's)	\$1,640,103	Winter 2022
Dick Shinaut Concrete Skate Park	6	2012 QOL Bond	\$800,000	Fall 2022
Doniphan and Bird Signal	1	2017 Capital Plan	\$918,000	Spring 2023
Doniphan and West Green Signal	1	2017 Capital Plan	\$849,000	Spring 2023
Dorris Van Doren Library Improvements	1	2012 QOL Bond	\$802,014	Summer 2023
Eastside Sports Complex Design/Build Phase II	5	TIRZ/ PID	\$16,000,000	Summer 2023
El Paso Citywide Wayfinding Phase I	CW	2019 Capital Plan	\$1,030,000	Spring 2023
Electrical Upgrades for the Short and Long Term Parking Lots	AIRPORT	Airport	\$750,000	Early 2023
EPIA Taxiway K, K1, K2, and J Reconfiguration	AIRPORT	AIP Grant - Airport Enterprise	\$8,000,000	Fall 2022
Fire Station 10 Renovation	8	2019 Public Safety Bond	\$2,278,793	Summer 2023
Fire Station 19 Renovation	7	2019 Public Safety Bond	\$3,009,896	Summer 2023
Fire Station 20 Bay Addition	3	2019 Public Safety Bond	\$200,000.00	Spring 2023
Fire Station 36	1	2019 Public Safety Bond	\$11,420,075	Spring 23
Fire Station 5 Gym Floor Replacement	2	2019 Public Safety Bond	\$118,205	Spring 2023
Gene Torres NTMP	6	2013 Street Infrastructure	\$798,600	Summer 2022 <b>45</b>





#### Active Construction Projects (Cont'd)

Project Name	District	Funding Source	Budget	Est. Completion
Grandview Recreation Center	2	2012 QOL Bond	\$2,500,000	Early 2023
Hondo Pass CCS	4	ESD	\$2,247,463	Spring 2023
HVAC Upgrades - Phase II	AIRPORT	Airport	\$1,250,000	Early 2023
Joey Barraza and Vino Memorial Park Phase 2	4	2012 QOL Bond	\$5,000,000	Fall 2022
Joey Barraza and Vino Modular Play Structure	4	2012 QOL Bond + TPWD grant	\$600,000	Fall 2022
Leo Cancellare Pool Rehabilitation	8	2018 CO's	\$2,799,155	Fall 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
Manhattan Heights Historic Archway Illumination	2	2012 QOL Bond	\$62,500	Fall 2022
Mexican American Cultural Center	8	2012 QOL Bond	\$25,320,000	Fall 2023
Modesto Gomez Park	2	2012 QOL Bond 2020 Capital Plan	\$2,400,000	TBD
Montana RTS Airport	2,3,6,5	FTA/ 2021 CO's / Airport Enterprise Funds	\$1,842,166	Fall 2022
Nations Tobins Pool & Sports Center Roof Replacement	2	2020 Capital Plan	\$300,000	Fall 2022
NE Police Department Command Center - HVAC Replacement	4	2019 Public Safety Bond	\$184,900	Fall 2022
Nolan Richardson Recreation Center	2	2012 QOL Bond	\$2,500,000	Early 2023
North Skies Park Improvements	4	2012 QOL Bond	\$370,864	Winter 2022
Oregon Lighting	8	TXDOT / City Match (2017 CO's)	\$2,000,000	Fall 2022
Passenger Notification Systems (FIDS, BIDS, GIDS)	AIRPORT	PFC, AIP	\$2,200,000	Fall 2022
PDN Roundabout	8	TXDOT w/City match (2018 CO's)	\$3,100,000	Fall 2022
Pebble Hills / Airport Road / Vista Del Sol Roadway Lighting & Landscape improvements	3,6,7	2019 CO's	\$7,455,500	Spring 2024
Pellicano Dr, Railroad Dr, Cotton Street Median Improvements	4,6,7,8	2019 Capital Plan	\$10,079,200	Fall 2022



# AUGUST 2022

#### Active Construction Projects (Cont'd)

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	7	CDBG	\$525,562	Summer 2022
Robinson Street Phase II	8	Street CIP	\$2,878,622	Summer 2022
Rojas Widening	6	TXDOT w/City match ( <b>2017 CO's,</b> 2011 CO's)	\$12,940,373	Winter 2024
Schuster Reconstruction	8	2013 Street Infrastructure	\$8,308,723	Fall 2023
South American Pavilion Restrooms	ZOO	2012 QOL Bond	\$269,000	Spring 2023
South Central Phase V (Edna east of Concepcion, Cortez south of Delta)	2	2013 Street Infrastructure	\$6,224,221	Fall 2023
Sunglow Way / Lockheed Drive Landscaping	3	2013 Street Infrastructure / Airport	\$388,351	Spring 2023
Ted Houghton Reconstruction	6	2018 CO's	\$1,811,785	Early 2023
Trailhead Improvements - Chuck Heinrich, Mary Frances Keisling, Franklin Hills Bear Ridge, North Open Space Reserve & Palisades	4	2012 QOL Bond	\$625,000	Fall 2022
Transit System Site Improvements	CW	FTA/Sun Metro	\$1,258,310	Early 2023
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	Winter 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	Fall 2022
Yarbrough South, George Dieter & Lee Trevino Roadway Lighting and Median Landscape (Phase 1 )	6,7	2019 Capital Plan	\$8,327,600	Winter 2022
Ysleta Middle School Safe Routes to School	7	TxDOT	\$899,428	Summer 2023

#### El Paso, TX

#### Legislation Text

File #: 22-1236, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

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

#### AGENDA LANGUAGE:

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

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

AGENDA DATE: September 27, 2022

**PUBLIC HEARING DATE: N/A** 

CONTACT PERSON NAME AND PHONE NUMBER: K. Nicole Cote, Interim Managing Director,

City Manager's Office (915) 212-1092

**DISTRICT(S) AFFECTED:** All Districts

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

SUBGOAL: N/A

**SUBJECT:** Budget Update

**BACKGROUND / DISCUSSION:** 

**Budget Update** 

PRIOR COUNCIL ACTION: N/A

**AMOUNT AND SOURCE OF FUNDING:** N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES \_\_\_NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

**SECONDARY DEPARTMENT:** All City

**DEPARTMENT HEAD:** 

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

Revised 04/09/2021

#### Budget Update: Long-Term Costs

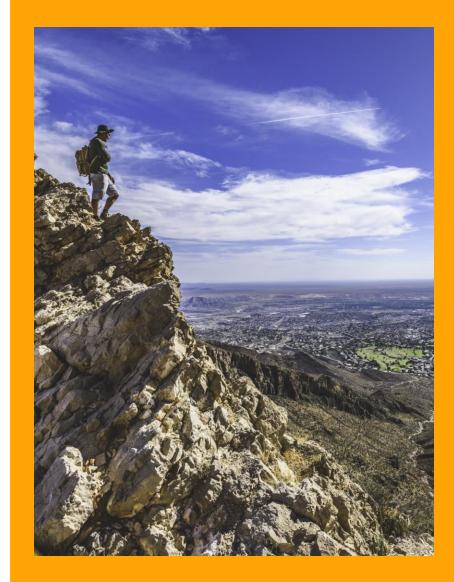
September 27, 2022





#### <u>AGENDA</u>

- Workforce
- Public Safety
- Fixed Costs
- Critical Needs





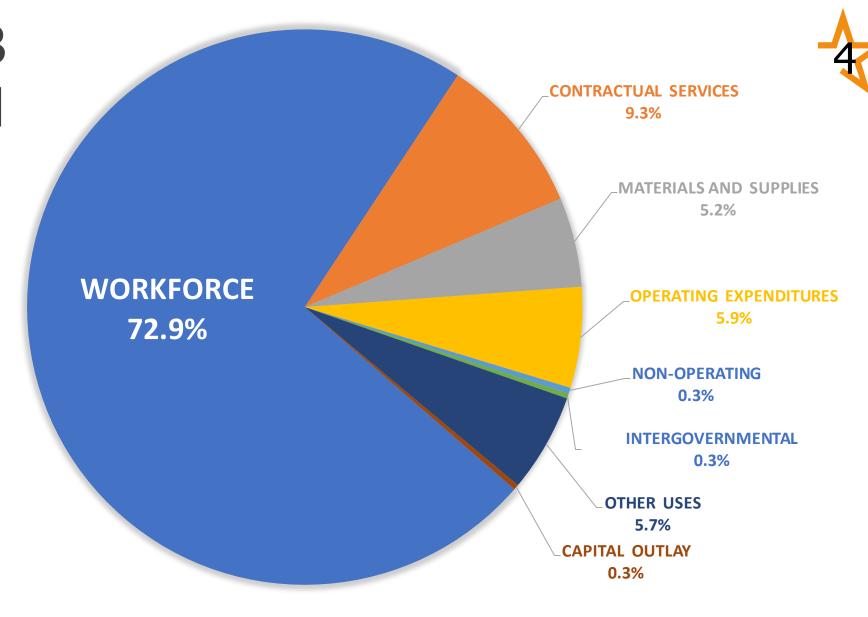
## **Budget Summary**



- Workforce is the primary driver recruiting, retaining, and providing benefits that promote financial security
- Significant progress addressing priorities, however still a long way to go to fully fund
- Delivering <u>bond projects</u> (expanded services) has increased operational costs
- Fixed costs have seen significant increases due to current economic situation (inflation at highest level in 40 years)



#### FY 2022-2023 General Fund Budget Summary





## Increasing Minimum Wage





- 17% increase in minimum wage since May 2022
- 76% of the civilian workforce is in the General Service (hourly) category



#### Workforce



- 4<sup>th</sup> largest employer in the area
- We have been aggressive with wages, incentives, benefits, and development
- 17% increase in the minimum wage
- No healthcare cost increase for employees for four years (increases paid by City)
- Targeted compensation adjustments and incentives for hard-to-fill and high-turnover areas
- Expanded tuition assistance program and professional development training
- Future budgets will include similar aggressive recommendations to remain competitive, including impact from new Police collective bargaining agreement





## **Competitive Wages & Benefits**

Wage increase (amount based on full-time employee)	\$2,080
Performance Evaluation (lump sum up to \$250)	\$250
Shape it Up Wellness Incentive (\$600-\$1,800)	\$1,800
Health Savings Account (\$500 - \$1,000)	\$1,000
Tuition Assistance Program (up to \$5,000 annually)	\$5,000
Service Time Increase (additional % increase every 5 years)	\$760*
CDL, Animal Services, Zoo incentive (\$90 per pay period)	\$2,340
Sign-On incentive for new employees	\$1,000
Employee healthcare savings due to no cost increase (paid by City)	\$294
Accident-Free driving incentive (jobs requiring CDL)	\$350
Perfect Attendance incentive	\$100
U-Matter recognition (up to \$250)	\$250
Total Available Compensation Increase, Benefits, Incentives	\$15,224



#### **Workforce Costs**



	FY 2021/2022	FY 2022-2023	FY 2023-2024
	Budget	Budget	Estimate
<b>Uniform Employees</b>	229,488,054	240,008,813	257,198,609
Civilian Employees	118,272,502	133,769,123	143,326,902
Total	\$347,760,556	\$373,777,936	\$400,525,511
-			
\$ Increase		\$26,017,380	\$26,747,575

- Future costs increases will include:
  - New Police collective bargaining agreement impact
  - Police and Fire staffing increases
  - Continuing aggressive pay to remain competitive
  - No employee healthcare cost increase (City covering increased cost)

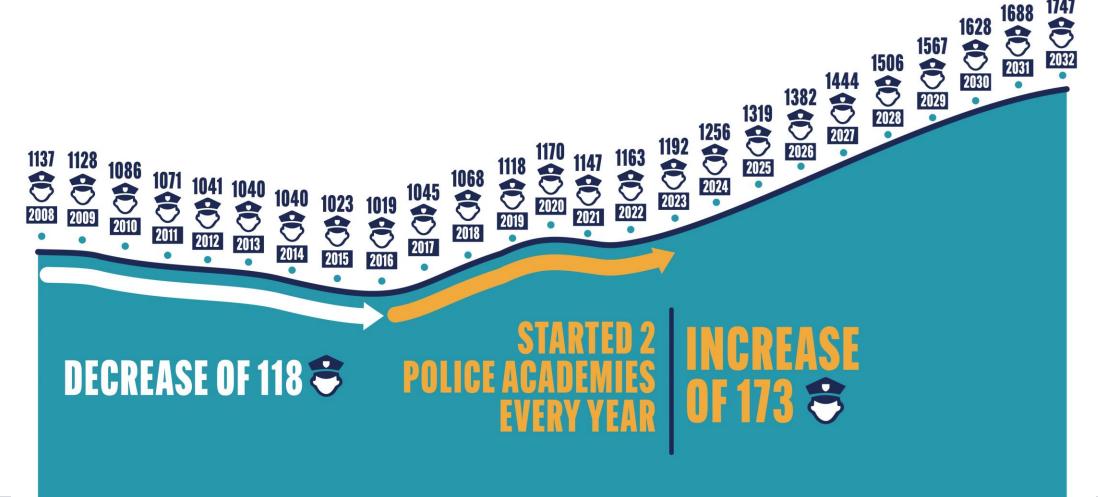
## **Public Safety**



- Retain and recruit police and fire employees to maintain standing as one of the nation's top safest cities
  - New Fire Collective bargaining agreement effective Sep.1, 2022
  - Police Collective bargaining agreement expires Aug. 31, 2023
  - Police, Fire, and 911 communications staffing
- Continue expanding investment in public safety operations:
  - Public safety bond projects and corresponding operational costs
  - Vehicle replacement. More stations/officers = need for more cars, trucks, ambulances

# Police Staffing Back to 2008 Level and Growing for the Future







## **Uniform Police Staffing**



	2023	2024	2025	2026	2027	2028
FY Start (Filled)	1,159	1,187	1,251	1,298	1,345	1,391
# of Cadets	65	100	100	100	100	100
Lateral Academies	13	16				
Less Attrition	(50)	(52)	(53)	(53)	(54)	(54)
<b>Net Growth</b>	28	64	47	47	46	46
FY End	1,187	1,251	1,298	1,345	1,391	1,437

PENDING REVIEW WITH DEPARTMENT



# Police 5 Year Investment Estimated Annual Cost Increases



	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Police Step* + COLA	\$322,402	\$6,011,027	\$2,169,075	\$3,009,712	\$2,849,713	\$2,863,282
Earnings	\$414,097	\$968,498	\$349,482	\$484,925	\$459,146	\$461,332
Benefits	\$512,253	\$2,919,225	\$2,015,866	\$2,389,368	\$2,494,884	\$2,639,588
Academy	\$406,422	\$432,211	\$152,158	\$29,506	\$99,561	\$99,785
Budget Impact	\$1,655,174	\$10,330,960	\$4,686,581	\$5,913,512	\$5,903,304	\$6,063,987

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Academy total cost	\$3,443,290	\$3,875,501	\$4,027,660	\$4,057,166	\$4,156,727	\$4,256,512

<sup>\*</sup> Current Police Collective Bargaining Agreement expires on 8/31/2023

### 13

# Fire 5 Year Investment Estimated Annual Cost Increases

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Police Step* + COLA	\$5,754,940	\$4,283,148	\$4,193,516	\$4,659,346	\$997,097	\$2,974,255
Earnings	\$286,012	\$333,223	\$326,250	\$362,491	\$77,573	\$231,393
Benefits	\$2,745,979	\$3,054,460	\$2,687,178	\$2,970,834	\$2,170,756	\$2,885,568
Academy	\$78,654	(\$811,996)	(\$535,445)	\$501,026	(\$501,026)	\$0
Budget Impact	\$8,865,585	\$6,858,836	\$6,671,499	\$8,493,696	\$2,744,401	\$6,091,217

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Academy total cost	\$1,758,522	\$946,526	\$411,081	\$912,107	\$411,081	\$411,081



<sup>\*</sup> Current Fire Collective Bargaining Agreement started on 9/1/2022

## **Public Safety Bond Projects**



Police Department	Fire Department		
Eastside Command Center (Municipal Complex)	Station 36		
Public Safety Training Academy	Station 38 (Municipal Complex)		
Police Headquarters	Special Teams Station (Consolidation)		
Central Regional Command	Station 40		
Renovate 4 Regional Command Centers	Public Safety Training Facility and Logistics		
Fleet Replacement	Fire Headquarters		
	Station Renovations		
	Vehicle Replacement		

## **Fixed Costs**



- **Utilities** rate increases in electric, water, gas
- Fuel and vehicle maintenance increased usage and price per gallon
- Information Technology increasing costs to maintain/replace legacy systems
- Contracted services increases in labor, materials, and supplies costs leading to increased pricing for services
- Appraisal Services (Central Appraisal District)





# Aging Infrastructure, Facilities, Fleet



- Street Maintenance current annual pay-go (set-aside) of \$10 million is less than 25% of required amount for regular maintenance cycle
- Vehicles/Equipment Replacement \$1 million added in current budget, departmental request was \$7 million annually
- Facility Maintenance/Repairs \$1 million added in current budget, however aging facilities are requiring significant investment
- Parks Amenities \$1 million added in current budget, however additional funding is required in order to be proactive with regular maintenance and repairs



## **Property Tax Bill** Where Your Tax Dollars Go





School 43%



County 15%



**UMC** 8%

**EPCC** 4%

RRIGA L80916G

City 30%

- Based on FY 2022 2023 tax rates
- Includes operating and debt rates

70% to other taxing entities

# High Performing Government Strong Fiscal/Operational Management



- General Fund reserves
- Operating and Debt Stabilization Fund
- Pension Stabilization Fund
- Leveraging Federal and State grants
- Strategic debt management \$67.5 million in refinancing savings
- Annual pay-go (set-aside) funds streets and public safety capital
- Hotel, franchise, and sales tax audits ensuring all proper collections to City
- Short-term Rental ordinance (forthcoming)
- Systems and processes to create operational efficiencies



## Strong Fiscal/Operational Management



\$287.5M

IN NEW REVENUE

\$267.4M

IN SAVINGS & EFFICIENCIES

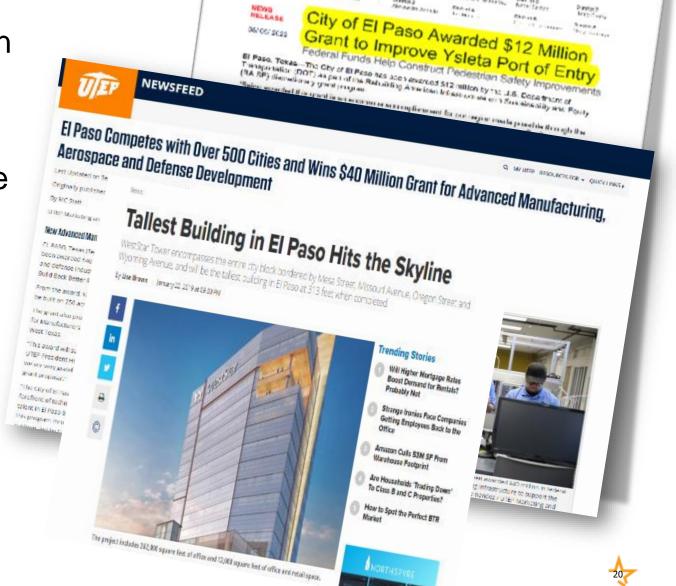
GYEARS OF ZERO FINDINGS IN EXTERNAL AUDIT TRANSIT SYSTEM \$27 M TURNAROUND

\$23N TURNAROUND AT AIRPORT AT THE BUTTERFIELD GOLF COURSE S192M TXDOT REIMBURSEMENT FUND BALANCE MORE THAN DOUBLED



# Strong Fiscal Management - Spotligh

- \$60M for hotel development downtown
- Selected among 500 cities to receive \$40M grant supporting advanced manufacturing, aerospace and defense development
- \$32M secured for International **Bridges**
- \$13M secured for Airport construction
- \$12M secured for pedestrian improvements at the Ysleta Port of **Entry**



CITY MANAGER







PROCESS IMPROVEMENT SNAPSHOT







# **Mission**

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



Integrity, Respect, Excellence, Accountability, People



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



#### El Paso, TX

#### Legislation Text

File #: 22-1242, 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 Street Infrastructure Program.

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

AGENDA DATE:	September 27, 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:	7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL:	7.2: Improve competitiveness through infrastructure improvements impacting the quality of life
SUBJECT:	
Presentation and discussion on the	Street Infrastructure Program.
BACKGROUND / DISCUSSION:	
	date on the following: 2012 Street CIP, \$3 M Collector Resurfacing, \$7 M Residential Resurfacing 117, 2018, 2019 and 2020 Capital Plans
PRIOR COUNCIL ACTION: N/A	
AMOUNT AND SOURCE OF FUND	NING:
HAVE ALL AFFECTED DEPARTM	ENTS BEEN NOTIFIED? YES _XNO
PRIMARY DEPARTMENT: SECONDARY DEPARTMENT:	
********	*REQUIRED AUTHORIZATION************************************
DEPARTMENT HEAD: Gvet	te Hernandez
(It Dep	partment Head Summary Form is initiated by Purchasing, client tment should sign also)

Revised 04/09/2021



## Street Infrastructure Comprehensive Update

September 27, 2022



# CONTENTS

#### **ACTIVE STREET PROGRAM STATUS**

- 2012 Street CIP
  - **Reconstruction Update**
  - **Resurfacing Update**
- \$3 M Collector Resurfacing
- **\$7 M Residential Resurfacing**
- **Capital Plans** 
  - 2017
  - 2018
  - 2019
  - 2020
- **MPO and CDBG Projects**









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**









# 2012 Street CIP







## **Program History**

6

- June 26, 2012: City Council approved \$218.4 M for street improvements
- March 8, 2016: City Council CIP recalibration
  - Observations and input from public
  - Dedicated funding for specific street improvements
  - Greater Council oversight of CIP implementation
- August 7, 2017: Council approved expediting arterial resurfacing (Transferred \$21.8 M from Reconstruction to Resurfacing Top 25
   Arterials)
- December 18, 2017 Council approved expediting reconstruction projects
- February 15, 2021 Council approved to allocate Investment Interest to projects within each Capital Program.

Status	3/2016	12/2017	2/2019	6/2019	2/2020	7/2020	1/2020	4/2021	12/2021	9/2022
Completed	2	10	18	21	27	35	42	47	56	57
Bid / Construction	6	7	25	27	36	24	17	16+1 NTMP	7+ 1 NTMP	7+1 NTMP
Design	10	27	22	17	2	0	0	2	1	1
Programmed	47	21	0	0	0	0	0	0	0	0
Deferred	0	0	0	0	0	6+1 NTMP	6+1 NTMP	0	0	0
TOTAL	65	65	65	65	65	65	65	65	65	65



# 2012 Street CIP Reconstruction









# 1 Projects in Design

Project	District	Estimate	Est. Construction Start
Phillipy Reconstruction	7	\$797,632	Early 2023

# 1 Projects in Bidding

Project	District	Estimate	Est. Construction Start
Padilla Reconstruction	7	\$2,249,005	Late Fall 2022





# 6 + 1 NTMP Under Construction

Project	District	Estimate	Estimated Completion
Canterbury Trail	8	\$1,302,300	Winter 2022
Gene Torres NTMP	6	\$798,600	Fall 2022
Lowd Reconstruction	7	\$1,944,000	Fall 2022
South Central Phase 5 - Edna(East of Concepcion), Cortez (South of Delta) Reconstruction (2)	2	\$6,224,221	Fall 2023
Sunglow Landscaping	3	\$388,351	Early 2023
Viscount Boulevard Roadway Lighting and Median Landscape	3	\$3,053,700	Winter 2022



# 57 + 2 NTMP Completed Projects

Alicia Drive Reconstruction	Little Flower Reconstruction	RC Poe and Edgemere Roundabout		
Annie Reconstruction	Lomaland Reconstruction	Redd Road Median Landscape and Lighting		
Barker Reconstruction	Love Rd Property Acquisition	Rich Beem Street Lighting		
Central at Paisano	Manor Reconstruction	Rim at Hague Intersection Improvements		
Cielo Vista Sidewalk Repair	Mauer Road NTMP	Riverbend Phase III		
Davis Reconstruction	MCA Quiet Zones	Robinson Reconstruction Phase I		
Deer Ave NTMP	McCune Reconstruction	Robinson Reconstruction Phase II		
Edgemere Parkway	Mesquite Hills Street Lighting	Snelson Reconstruction		
Edgemere Trail Widening, Lighting and Landscape Improvements	Mimosa Reconstruction	South Central Phase 2 - Encino(North of Delta), DeVargas, Cortez(North of Delta) Reconstruction (3)		
Ethel Reconstruction	Monroe 2-way conversion	South Central Phase 3 - Encino (South of Delta), Elena, Feliz Reconstruction (2)		
Flower Reconstruction	Montoya Heights Sidewalk	South Central Phase 4 - Edna(West of Concepcion), Dolan Reconstruction (2)		
Geiger, Cardis, Malaga Reconstruction	New Haven Reconstruction	Springwood Traffic Calming		
Glenwood Reconstruction	Paddlefoot Reconstruction	Teramar Reconstruction		
Holly Reconstruction	Pebble Hills Extension	Toni, Mary Jeanne, Yvonne Reconstruction		
Independence Trail and Amenities (2)	Pendale Reconstruction	University Pedestrian Improvements		
James Reconstruction	Princeton, Tullane, Valleyview Reconstruction (3)	Van Buren 2-way conversion		
John Hayes Arterial Lighting	Ramos Reconstruction	Yarbrough North Lightning and Median Landscape		



Kernel Reconstruction



## Street CIP Resurfacing Update – City wide

#### **Progress on Active Street Resurfacing Projects:**

- 1) 2012 Street CIP for Street Resurfacing 100% complete
  - 1) 374 Streets Completed

- 2) Arterial Resurfacing Program 100 % complete
  - 1) Arterial Program 8 completed



#### **\$7 M Residential**



#### FY 19 and 20 Program (Programmed to FY 2022 / FY 2023):

- 69% complete
  - 72 streets completed 4 in Progress, 28 to be programmed

#### FY 21 and 22 Program (Programmed to FY 22 / 23 / 24):

- 19% complete
  - 21 streets completed 3 in Progress, 86 to be programmed

#### \$3 M Collectors Fee

- FY 2020 100% Complete
- FY 2021 100% Complete
- FY 21 23: 8 Roads Complete, 0 In progress, 2 Programmed



# 2012 Street CIP Resurfacing







# **District 1** - Includes 2012 Street CIP; and Arterial Program



# **44** Completed

Location	From	То	Status	Program	Location	From	То	Status	Program
ALTACUMBRE	Camino Fuente	Tarascas	Completed	2012 CO's	MESA HILLS	Mesa	Acacia	Completed	2012 CO's
AMPOSTA	Cresta Alta	Westwind	Completed	2012 CO's	MESITA	Peidmont	Stanton	Completed	2012 CO's
BOX ELDER	Gomez	Rollins	Completed	2012 CO's	MOORE	Piedmont	Stockwell	Completed	2012 CO's
BRENTWOOD	Stanton	Krupp	Completed	2012 CO's	NAVARIE	Pinar del Rio	Redd	Completed	2012 CO's
BUTTERFIELD	Territory	Rio Mira	Completed	2012 CO's	NEW YORK	St. Vrain	Dead End	Completed	2012 CO's
CALLE OLASO	Equestre	Dead End	Completed	2012 CO's	OCTAVIA	Kerbey CDS	Magoffin	Completed	2012 CO's
CHERRY HILL	Broadmoor	Thunderbird	Completed	2012 CO's	ONEIDA	Medano	Redd	Completed	2012 CO's
CINCINNATI	Kansas	Piedmont	Completed	2012 CO's	OSAPLE	Rio Mira	Dead End	Completed	2012 CO's
CLAYTON	Galloway	Robinson	Completed	2012 CO's	PAWNEE	Iroquis	Dead End	Completed	2012 CO's
COSTA BLANCA	Pinar del Rio	Redd	Completed	2012 CO's	PEBBLE BEACH	Shadow Mountain	Burning Tree	Completed	2012 CO's
DEDE	Rim	Cul-de-Sac	Completed	2012 CO's	RHAELYNNE	Cory	Upper Valley	Completed	2012 CO's
FLAMINGO	Krupp	Stanton	Completed	2012 CO's	RIO MIRA	Butterfield	Territory	Completed	2012 CO's
GALLOWAY	Stanton	Piedmont	Completed	2012 CO's	ROXANNA	Ridge	Marietta	Completed	2012 CO's
HILLCREST	Bancroft	Dead End	Completed	2012 CO's	SAN MATEO	La Cruz	Peidmont	Completed	2012 CO's
INDIAN BLUFF	Crown Point	Caprock	Completed	2012 CO's	SANTA RITA	Las Vegas	Okeefe	Completed	2012 CO's
IRONDALE	Lawndale	Stanton	Completed	2012 CO's	SINGING HILLS	Thunderbird	Thunderbird	Completed	2012 CO's
KELLY	Kern	Whitaker	Completed	2012 CO's	SOLEDAD	Mulberry	La Mirada	Completed	2012 CO's
KRUPP	Waymore	Ridgecrest	Completed	2012 CO's	TERRITORY	Butterfield	Rio Mira	Completed	2012 CO's
LA CRUZ	Okeefe	Piedmont	Completed	2012 CO's	WALLINGTON	Krupp	Brentwood	Completed	2012 CO's
LARCHMONT	Krupp	Waymore	Completed	2012 CO's	WELLESLEY	Kern	Campbell	Completed	2012 CO's
LOS NIETOS	La Mirada	La Mirada	Completed	2012 CO's	PARK HILL	Ridgecrest	Ridgecrest	Completed	2012 CO's
MADELINE	Piedmont	Park	Completed	2012 CO's	RESLER	High Ridge	White Cliffs	Completed	Arterials



\*Resler is an arterial program street –section of this is in District 8

# **District 2** - Includes 2012 Street CIP; and Arterial Program Completed



Location	From	То	Status	Program	Location	From	То	Status	Program
Alley	Piedras	Raynor	Completed		MAXWELL	Dyer	Diana	Completed	2012 CO's
BERYL	Dolomite	Echo	•		MCGREGOR	Maxwell	Diana	•	2012 CO's
BRITTON		Sierra Vista	Completed		MEMPHIS	Stevens	Belmont CDS	Completed Completed	2012 CO's
_	Dyer		Completed					•	
BROADDUS	Alabama	Stevens	Completed		MEMPHIS		Piedras	Completed	2012 CO's
BYRON	Van Buren	Monroe	Completed		MOBILE	Piedras	Dead End	Completed	2012 CO's
CAPITAN	Mt Latona	Hercules	Completed		MOBILE		Dead End	Completed	2012 CO's
CHELSEA	Timberwolf	Trowbridge	Completed		MOUNT DELANO		Blue Ridge	Completed	2012 CO's
CLIFTON	Hueco	Gateway South	Completed		MOUNT ETNA	Rutherford	Glacier Peak	Completed	2012 CO's
CROSSON	CDS	CDS	Completed		MOUNT HAGEN		Blue Ridge	Completed	2012 CO's
CUMBERLAND	Pershing	Gateway South	Completed		MOUNT OLYMPUS		Glacier Peak	Completed	2012 CO's
DEVORE	Eclipse	Comet	Completed		MOUNT SAN BERDU		Alps	Completed	2012 CO's
DIAMOND	Westline	Echo	Completed		MOUNT WHITNEY		Knox	Completed	2012 CO's
DOLOMITE	Magnetic	Zircon	Completed		NASHVILLE	Piedras	Dead End	Completed	2012 CO's
ECHO	Hercules	Moonlight	Completed	2012 CO's	NEBRASKA	Nations	Morehead	Completed	2012 CO's
ELM	Mobile	Richmond	Completed	2012 CO's	OLYMPIC	Magnetic	Gateway South	Completed	2012 CO's
FORREST	Hunt	Trowbridge	Completed	2012 CO's	PEINADO	Wagner	Hunt	Completed	2012 CO's
FRANKFORT	Stevens	Bossworth CDS	Completed	2012 CO's	POLK	Byron	Elm	Completed	2012 CO's
GRANT	Piedras	Copper	Completed	2012 CO's	POLLARD	Jefferson	Gateway South	Completed	2012 CO's
GRISSOM	Martin	Mathias	Completed	2012 CO's	RAILROAD	Loop 375	US 54	Completed	2012 CO's
HAPPER	Leeds	Cambridge	Completed	2012 CO's	ROBERT	Maxwell	Arlen	Completed	2012 CO's
HASTINGS	Happer	Gateway South	Completed	2012 CO's	SATURN	Edgar Park	Hercules	Completed	2012 CO's
HOMER	Gateway South	Joyce	Completed	2012 CO's	SHEPPARD	Alabama	Lackland	Completed	2012 CO's
HUNT	Peinado	Glenwood	Completed	2012 CO's	SOLAR	Edgar Park	Hercules	Completed	2012 CO's
JADE	Zircon	Echo	Completed	2012 CO's	STATLER	Tetons	Adolphus	Completed	2012 CO's
JUSTUS	Jefferson	Tyler	Completed	2012 CO's	STEVENS	Harrison	McKinley	Completed	2012 CO's
LACKLAND	Van Buren	Monroe	Completed	2012 CO's	STRAND	McGregor	Maxwell	Completed	2012 CO's
LAMAR	Bliss	Hueco	Completed	2012 CO's	TAYLOR	Piedras	Terminus	Completed	2012 CO's
LOUISIANA	Mobile	Richmond	Completed	2012 CO's	TRADEWIND	Mercury	Neptune	Completed	2012 CO's
MADERA	Radford	Dead End	Completed	2012 CO's	VEGA	Polaris	Comet	Completed	2012 CO's
MARR	Altura	Trowbridge	Completed	2012 CO's	WAGNER	Chelsea	Trowbridge	Completed	2012 CO's
MATTERHORN	Rutherford	Glacier Peak	Completed	2012 CO's	WEIGHTMAN	Timberwolf	Edwards	Completed	2012 CO's
MAXWELL	Gateway North	Dyer	Completed		WILSON	Pershing	Dead End	Completed	2012 CO's

\*Sections of Mount Etna, Mount Olympus, Matterhorn, and Mount San Berdu cross into District 4

\*Railroad is an arterial program streetsection crosses into District 4

\*Hastings completed in two segments; shown here as originally programmed



# **District 3** - Includes 2012 Street CIP; and Arterial Program **Completed**

From	to	Status	Program	Location	From	to	Status	Program
Alameda	Canary	Completed	2012 CO's	JOSHUA	Durrill	Dead End	Completed	2012 CO's
Yuma	Phoenix	Completed	2012 CO's	KAYWOOD	Parkwood	Saigon	Completed	2012 CO's
Geronimo	Marlow	Completed	2012 CO's	LARRY MAHAN	Gateway West	Viscount	Completed	2012 CO's
Lee Trevino	Montwood	Completed	2012 CO's	LEAR	Boeing	Lockheed	Completed	2012 CO's
Turrentine	Backus	Completed	2012 CO's	LETTIE	Ben Swain	Edith	Completed	2012 CO's
Geronimo	Marlow	Completed	2012 CO's	MCCARTHY	Hockney	Alameda	Completed	2012 CO's
Dempsey	W H Burges	Completed	2012 CO's	MERIL	Cardigan	Darin	Completed	2012 CO's
Sunglow	Dead End	Completed	2012 CO's	MIDWAY	Knights	Hockney	Completed	2012 CO's
Barker	Mimosa	Completed	2012 CO's	MONTROSE	Mc Crae	Dead End	Completed	2012 CO's
Toni	Edith	Completed	2012 CO's	NAVAJO	Apache	Cheyenne Trail	Completed	2012 CO's
Blackwood	Suewood	Completed	2012 CO's	PAPAGO	Clark	Marlow	Completed	2012 CO's
Sunglow	W H Burges	Completed	2012 CO's	PEACH TREE	George Orr	C R Croom	Completed	2012 CO's
Alameda	Dead End	Completed	2012 CO's	PEAR TREE	George Orr	C R Croom	Completed	2012 CO's
Clark	Marlow	Completed	2012 CO's	PEARL	Amethyst	Dead End	Completed	2012 CO's
Paisano	Marlow	Completed	2012 CO's	PRESTWICK	Cosmos	Kilmaltie	Completed	2012 CO's
Granite	Coconut Tree	Completed	2012 CO's	RED ROBIN	Canary	George Orr	Completed	2012 CO's
Castletown	Blackwood	Completed	2012 CO's	SHELL	Montana	Dead End	Completed	2012 CO's
Carnagie	Montana	Completed	2012 CO's	SHETLAND	Edgemere	Ballymote	Completed	2012 CO's
McCabe	Darlina	Completed	2012 CO's	STEPHENSON	Gateway East	Frederick	Completed	2012 CO's
Pebble Hills	Sam Snead	Completed	2012 CO's	SURETY	Gateway East	Clark	Completed	2012 CO's
Little Flower	Ben Swain	Completed	2012 CO's	TRINITY	Rusk	Simpia	Completed	2012 CO's
Montana	Darin	Completed	2012 CO's	TURRENTINE	Glengarry	Daugherty	Completed	2012 CO's
Polo Inn	Polo Inn	Completed	2012 CO's	UTE	Clark	Marlow	Completed	2012 CO's
Sam Snead	Anise	Completed	2012 CO's	VIOLET	W H Burges	Cessna	Completed	2012 CO's
Album	Bellis	Completed	2012 CO's	VOCATIONAL	Mimosa	Alameda	Completed	2012 CO's
George Orr	Polo Inn	Completed	2012 CO's	WADE	Cosmos	Lait	Completed	2012 CO's
Carolina	Dead End	Completed	2012 CO's	WOODALL	Blackwood	Suewood	Completed	2012 CO's
Tampa	Dulaney	Completed	2012 CO's	GEORGE DIETER	Montana	Montwood	Completed	Arterials
Yuma	Phoenix	Completed	2012 CO's	HAWKINS	Merchant/Gazelle	North Loop/Gateway	Completed	Arterials
Dunoon	Mcintosh	Completed	2012 CO's	VISCOUNT	Airway	Hawkins	Completed	Arterials
Airport	Boeing	Completed	2012 CO's	YARBROUGH			Completed	Arterials
	Alameda Yuma  Geronimo Lee Trevino Turrentine Geronimo Dempsey Sunglow Barker Toni Blackwood Sunglow Alameda Clark Paisano Granite Castletown Carnagie McCabe Pebble Hills Little Flower Montana Polo Inn Sam Snead Album George Orr Carolina Tampa Yuma Dunoon	Alameda Yuma Phoenix  Geronimo Marlow Lee Trevino Turrentine Geronimo Dempsey M H Burges Sunglow Barker Mimosa Toni Blackwood Sunglow W H Burges Alameda Clark Paisano Marlow Granite Castletown Carnagie Montana McCabe Pebble Hills Sam Snead Little Flower Montana Polo Inn Sam Snead Album Bellis George Orr Carolina Dead End Tampa Phoenix Dunoon Marlow Darlina Pelo Inn Sam Snead Anise Album Bellis George Orr Carolina Dead End Tampa Phoenix Dunoon Marlow Darlina Polo Inn Dead End	Alameda Canary Completed Yuma Phoenix Completed Geronimo Marlow Completed Turrentine Backus Completed Dempsey W H Burges Completed Barker Mimosa Completed Sunglow Dead End Completed Blackwood Suewood Completed Sunglow W H Burges Completed Sunglow W H Burges Completed Blackwood Suewood Completed Sunglow W H Burges Completed Sunglow W H Burges Completed Gark Marlow Completed Clark Marlow Completed Cark Marlow Completed Granite Coconut Tree Completed Castletown Blackwood Completed Carnagie Montana Completed Carnagie Montana Completed McCabe Darlina Completed Darlina Completed Darlina Completed Completed Sam Snead Completed Completed Sam Snead Completed Complete	Alameda Canary Completed 2012 CO's Yuma Phoenix Completed 2012 CO's Geronimo Marlow Completed 2012 CO's Lee Trevino Montwood Completed 2012 CO's Geronimo Marlow Completed 2012 CO's Geronimo Marlow Completed 2012 CO's Dempsey W H Burges Completed 2012 CO's Sunglow Dead End Completed 2012 CO's Garker Mimosa Completed 2012 CO's Guild Co's Guild Completed 2012 CO's Garker Mimosa Completed 2012 CO's Guild Co's Guild Completed 2012 CO's Guild Co's Guild Completed 2012 CO's Guild Co's Guild Completed 2012 CO's Guild George Orr Golo Inn Completed 2012 CO's George Orr Golo Inn Completed 2012 CO's Guild George Orr Golo Inn Completed 2012 CO's Guild George Orr Golo Inn Completed 2012 CO's Guild C	Alameda Canary Completed Yuma Phoenix Completed 2012 CO's KAYWOOD Geronimo Marlow Completed 2012 CO's LARRY MAHAN Lee Trevino Montwood Completed 2012 CO's LEAR TUrrentine Backus Completed 2012 CO's MCCARTHY Dempsey W H Burges Completed 2012 CO's MIDWAY Barker Mimosa Completed 2012 CO's MONTROSE Toni Edith Completed 2012 CO's MAVAJO Blackwood Suewood Completed 2012 CO's PAPAGO Sunglow W H Burges Completed 2012 CO's PAPAGO Sunglow Completed 2012 CO's PAPAGO Sunglow Completed 2012 CO's PART TREE PART PART PART PART PART PART PART PART	Alameda Canary Completed Yuma Phoenix Completed Completed 2012 CO's KAYWOOD Parkwood Geronimo Marlow Completed 2012 CO's LARRY MAHAN Gateway West Lee Trevino Montwood Completed 2012 CO's LEAR Boeing Turrentine Backus Completed 2012 CO's LETTIE Ben Swain Geronimo Marlow Completed 2012 CO's MCCARTHY Hockney Dempsey W H Burges Completed 2012 CO's MERIL Cardigan Sunglow Dead End Completed 2012 CO's MIDWAY Knights Barker Mimosa Completed 2012 CO's MONTROSE Mc Crae Toni Edith Completed 2012 CO's NAVAJO Apache Blackwood Suewood Completed 2012 CO's PAPAGO Clark Sunglow W H Burges Completed 2012 CO's PAPAGO Clark Marlow Completed 2012 CO's PEAR TREE George Orr Alameda Dead End Completed 2012 CO's PEAR TREE George Orr PAIS PAIS MARIOW Completed 2012 CO's PEAR TREE George Orr PAIS PAIS MARIOW Completed 2012 CO's PEAR TREE George Orr PAIS PAIS MARIOW Completed 2012 CO's PEAR TREE George Orr PAIS PAIS MARIOW Completed 2012 CO's PEAR TREE George Orr PAIS PAIS MARIOW Completed 2012 CO's PEAR TREE George Orr PAIS PAIS MARIOW Completed 2012 CO's PEAR TREE George Orr PAIS PAIS MARIOW Completed 2012 CO's PEAR TREE George Orr PAIS PAIS MARIOW Completed 2012 CO's PEAR TREE George Orr PAIS PAIS MARIOW Completed 2012 CO's RED ROBIN Canary STEPHENSON GARD STEPHENSON GATE PAIS MARIOW Completed 2012 CO's SHELL Montana Carnagie Montana Completed 2012 CO's SHELL Montana Edgemere McCabe Darlina Completed 2012 CO's STEPHENSON Gateway East Little Flower Ben Swain Completed 2012 CO's TURENTINE Glengarry Gateway East Little Flower Ben Swain Completed 2012 CO's TURENTINE Glengarry Polo Inn Completed 2012 CO's WADE Cosmos George Orr Polo Inn Completed 2012 CO's WADE Cosmos George Orr Polo Inn Completed 2012 CO's WADE Cosmos George Orr Polo Inn Completed 2012 CO's WADE Cosmos Larkwins Merchant/Gazelle Dunoon Mcintosh Completed 2012 CO's VISCOUNT Airway	Alameda Canary Completed 2012 CO's KAYWOOD Parkwood Saigon Geronimo Marlow Completed 2012 CO's LARRY MAHAN Gateway West Viscount Lee Trevino Montwood Completed 2012 CO's LARRY MAHAN Gateway West Viscount Lee Trevino Montwood Completed 2012 CO's LEAR Boeing Lockheed Turrentine Backus Completed 2012 CO's LETTIE Ben Swain Edith Geronimo Marlow Completed 2012 CO's MCCARTHY Hockney Alameda Dempsey W H Burges Completed 2012 CO's MCRRIL Cardigan Darin Sunglow Dead End Completed 2012 CO's MONTROSE Mc Crae Dead End Troni Edith Completed 2012 CO's MONTROSE Mc Crae Dead End Toni Edith Completed 2012 CO's MONTROSE Mc Crae Dead End Blackwood Suewood Completed 2012 CO's PAPAGO Clark Marlow Sunglow W H Burges Completed 2012 CO's PAPAGO Clark Marlow Sunglow W H Burges Completed 2012 CO's PAPAGO Clark Marlow Completed 2012 CO's PEACH TREE George Orr C R Croom Alameda Dead End Completed 2012 CO's PEACH TREE George Orr C R Croom Clark Marlow Completed 2012 CO's PEAR TREE George Orr C R Croom Clark Marlow Completed 2012 CO's PEAR TREE George Orr C R Croom Clark Marlow Completed 2012 CO's PEAR TREE George Orr C R Croom Blackwood Completed 2012 CO's PEAR TREE George Orr C R Croom Clark Marlow Completed 2012 CO's PEAR TREE George Orr C R Croom Clark Marlow Completed 2012 CO's PEAR TREE George Orr C R Croom Cranagie Montana Completed 2012 CO's PEAR TREE George Orr C R Croom Blackwood Completed 2012 CO's SHELL Montana Dead End Carragie Montana Completed 2012 CO's SHETLAND Edgemere Ballymote McCabe Darlina Completed 2012 CO's SHETLAND Edgemere Pebble Hills Sam Snead Completed 2012 CO's SURETY Gateway East Clark Wontana Darin Completed 2012 CO's TRINITY Rusk Simpia Montana Darin Completed 2012 CO's TRINITY Rusk Simpia Montana Darin Completed 2012 CO's TRINITY Rusk Simpia Montana Darin Completed 2012 CO's WOEATHONAL Mimosa Alameda George Orr Polo Inn Completed 2012 CO's WOEATHONAL Mimosa Alameda George Orr Polo Inn Completed 2012 CO's GEORGE DIETER Montana Montwood Tampa Dulaney Completed 2012 CO's GEORGE DIETER Montana Montwood Morintosh	Alameda Canary Completed 2012 CO's JOSHUA Durrill Dead End Completed Completed 2012 CO's LARRY MAHAN Gateway West Viscount Completed Lee Trevino Marlow Completed 2012 CO's LETTE Ben Swain Edith Completed Geronimo Marlow Completed 2012 CO's LETTE Ben Swain Edith Completed Geronimo Marlow Completed 2012 CO's LETTE Ben Swain Edith Completed Geronimo Marlow Completed 2012 CO's MCCARTHY Hockney Alameda Completed Sunglow Dead End Completed 2012 CO's MCRRIL Cardigan Darin Completed Sunglow Dead End Completed 2012 CO's MOWATOSE Mc Crae Dead End Completed Sunglow Dead End Completed 2012 CO's MOWATOSE Mc Crae Dead End Completed Sunglow W H Burges Completed 2012 CO's NAVAJO Apache Cheyenne Trail Completed Blackwood Suewood Completed 2012 CO's PAPAGO Clark Marlow Completed Sunglow W H Burges Completed 2012 CO's PAPAGO Clark Marlow Completed Alameda Dead End Completed 2012 CO's PEACH TREE George Orr C R Croom Completed Alameda Dead End Completed 2012 CO's PEACH TREE George Orr C R Croom Completed Alameda Dead End Completed 2012 CO's PEACH TREE George Orr C R Croom Completed Granite Coconut Tree Completed 2012 CO's PEACH TREE George Orr C R Croom Completed Granite Coconut Tree Completed 2012 CO's PEACH TREE George Orr C R Croom Completed Granite Coconut Tree Completed 2012 CO's PEACH TREE George Orr C R Croom Completed Granite Coconut Tree Completed 2012 CO's RED ROBIN Canary George Orr Completed Castletown Blackwood Completed 2012 CO's SHELL Montana Dead End Completed Cardagle Montana Completed 2012 CO's SHELL Montana Dead End Completed McCabe Darlina Completed 2012 CO's SHETIAND Edgemere Ballymote Completed McCabe Darlina Completed 2012 CO's STEPHENSON Gateway East Frederick Completed McCabe Darlina Completed 2012 CO's STEPHENSON Gateway East Frederick Completed Sundonana Darin Completed 2012 CO's TURRENTINE Glengarry Daugherty Completed Sundonana Darin Completed 2012 CO's WADE Cosmos Liait Completed Sundonana Darin Completed 2012 CO's WADE Cosmos Liait Completed Carolina Dead End Completed 2012 CO's WADE Cosmos Liait Comp

Robert E Lee

Airway

Coronado

Completed

Completed

2012 CO's

2012 CO's

<sup>\*</sup>George Dieter is an arterial program street —section crosses into District 5
\*Yarbrough is an arterial program street —section crosses into District 7

# **District 4** - Includes 2012 Street CIP; and Arterial Program **83** Completed



Location	From	То	Status	Program	Location	From	То	Status	Program
ABILENE	Cermac	Shenandoah	Completed	2012 CO's	PARADISE	Alcan	Tropicana	Completed	2012 CO's
AJAX	Crenshaw	Tropicana	Completed	2012 CO's	PEACOCK	Rushing	Saxon	Completed	2012 CO's
ALCAN	Warren	Fairbanks	Completed	2012 CO's	PERSIMMON	Marie Tobin	Hondo Pass	Completed	2012 CO's
BLYTHE	Yellowstone	Winthrop	Completed	2012 CO's	PICKEREL	Marlin	McCombs	Completed	2012 CO's
BOBCAT	Bomarc	Dead End	Completed	2012 CO's	PONDEROSA	Palomino	Dead End	Completed	2012 CO's
CRENSHAW	Yellowstone	Tropicana	Completed	2012 CO's	PORT ARTHUR	Sweetwater	Murphy	Completed	2012 CO's
CURLEW	Debeers	Tropicana	Completed	2012 CO's	POTOMAC	Pheasant	Quail	Completed	2012 CO's
DALTON	Salisbury	Raleigh	Completed	2012 CO's	RAVEN	Bomarc	Dead End	Completed	2012 CO's
DEARBORNE	Mackinaw	McCombs	Completed	2012 CO's	RAYMOND TELLES	Alps	Joe Herrera	Completed	2012 CO's
DEBEERS	Ambassador	Mackinaw	Completed	2012 CO's	REGULUS	Mc Combs	Bomarc	Completed	2012 CO's
DECATUR	Vicksburg	Railroad	Completed	2012 CO's	ROANOKE	Joe Herrera	Hondo Pass	Completed	2012 CO's
DEER	McCombs	Cross	Completed	2012 CO's	RUTHERFORD	Stahala	Dyer	Completed	2012 CO's
DOWNS	Fairfax	Raleigh	Completed	2012 CO's	SAGITTARIUS	Rushing	Kenworthy	Completed	2012 CO's
DUVAL	Marie Tobin	Hondo Pass	Completed	2012 CO's	SALEM	Rushing	McCombs	Completed	2012 CO's
FAIRFAX	Threadgill	Dalton	Completed	2012 CO's	SANDERS	Pistacio	Dyer	Completed	2012 CO's
FALCON	Mc Combs	Railroad	Completed	2012 CO's	SARAH ANNE	McCombs	Terminus	Completed	2012 CO's
FERTELL	Sun Valley	Grouse	Completed	2012 CO's	SHENANDOAH	Thor	Debeers	Completed	2012 CO's
GRAND CANYON	Zion	Old Spanish	Completed	2012 CO's	SIGMA	Sagittarius	Dead End	Completed	2012 CO's
GULFPORT	Salisbury	Raleigh	Completed	2012 CO's	SINCLAIR	Tivoli	Terminus	Completed	2012 CO's
HOLLINGS	Wren	Hondo Pass	Completed	2012 CO's	THOR	Crenshaw	Winthrop	Completed	2012 CO's
HUECO VISTA	Alabama	Dead End	Completed	2012 CO's	THREADGILL	Dyer	McCombs	Completed	2012 CO's
JOHN CUNNINGHAM	MLK	Terminus	Completed	2012 CO's	TIGER EYE	Dyer	Jadestone	Completed	2012 CO's
JUNCTION	Kellogg	Gateway South	Completed	2012 CO's	TIVOLI	Deer	Quail	Completed	2012 CO's
KELLOGG	Winthrop	Tropicana	Completed	2012 CO's	TRIUMPH	Salem	Dearborne	Completed	2012 CO's
KETCHIKAN	Prince Edwar	Newcastle	Completed	2012 CO's	TROPICANA	Alcan	McCombs	Completed	2012 CO's
KISKA	Prince Edwar	Edmonton	Completed	2012 CO's	TROUT	Wolverine	Dead End	Completed	2012 CO's
LEVELLAND	Sweetwater	Port Arthur	Completed	2012 CO's	UVALDE	Sun Valley	Junction	Completed	2012 CO's
LLANO	Hueco Vista	Terminus	Completed	2012 CO's	VANGUARD	Pickerel	Dead End	Completed	2012 CO's
MACAW	McCombs	Blue Wing	Completed	2012 CO's	VERBENA	Threadgill	McCombs	Completed	2012 CO's
MACKEREL	Will Ruth	Dead End	Completed	2012 CO's	VICEROY	Dearborne	Dead End	Completed	2012 CO's
MATTERHORN	Rutherford	Glacier Peak	Completed	2012 CO's	VICKSBURG	Threadgill	Sanders	Completed	2012 CO's
MAUREEN	Stahala	Gabriel	Completed	2012 CO's	WALDORF	McCombs	Alcan	Completed	2012 CO's
MC COMBS SERVICE	Sarah Anne	Sun Valley	Completed	2012 CO's	WINTHROP	Kenworthy	Thor	Completed	2012 CO's
MENZIES	Winthrop	Sun Valley	Completed	2012 CO's	WOODBERRY	Mc Combs	Dead End	Completed	2012 CO's
MIDDLESBORO	Waverly	McCombs	Completed	2012 CO's	WOODCHUCK	Bomarc	Dead End	Completed	2012 CO's
MOUNT ETNA	Rutherford	Glacier Peak	Completed	2012 CO's	YELLOWSTONE	Tropicana	Blythe	Completed	2012 CO's
MOUNT OLYMPUS	Joe Herrera	Glacier Peak	Completed	2012 CO's	YOSEMITE	Zion	Old Spanish Trai	Completed	2012 CO's
MOUNT SAN BERDU	Joe Herrera	Alps	Completed	2012 CO's	ZEUS	Nike	Snark	Completed	2012 CO's
MURPHY	Salem	Sean Haggerty	Completed	2012 CO's	ZION	Alabama	Gran Quivera	Completed	2012 CO's
NIKE	Sidewinder	Dead End	Completed	2012 CO's	MCCOMBS	Dyer	Railroad	Completed	Arterials
OLAN	Fairfax	Roanoak	Completed	2012 CO's	RAILROAD	Loop 375	US 54	Completed	Arterials
OLD SPANISH TRAIL	Zion	Dead End	Completed	2012 CO's					



<sup>\*</sup>Sections of Mount Etna, Mount Olympus,
Matterhorn, and Mount San Berdu cross into District 2
\*Railroad is an arterial program street-section crosses into District 2



## District 5 - Includes 2012 Street CIP; and Arterial Program

## 2 Completed

Location	From	То	Status	Program
LEE	Montwood	Pebble Hills	Completed	2012 CO's
GEORGE DIETER	Montana	Montwood	Completed	Arterials

<sup>\*</sup>George Dieter is an arterial program street -section crosses into District 3





# **District 6** - Includes 2012 Street CIP; and Arterial Program **10** Completed

Location	From	То	Status	Program
PULLMAN D	Henry Brennan	Rojas	Completed	2012 CO's
DORSET	Coventry	Dead End	Completed	2012 CO's
ONATE	Candelaria	Dead End	Completed	2012 CO's
SANTA ROSALIA	Southside	Guadalajara	Completed	2012 CO's
RENO	Southside	Guadalajara	Completed	2012 CO's
NEVAREZ A	Inglewood	Skylight	Completed	2012 CO's
GOLONDRINA	Buena Park	Buena Park	Completed	2012 CO's
GUADALAJARA	Singh	Reno	Completed	2012 CO's
LONE STAR	Soccoro	Padilla	Completed	2012 CO's
ROJAS	George Dieter	Don Haskins	Completed	Arterials

<sup>\*</sup>Sections of Rojas is an Arterial Program street – section crosses into District 7



# **District 7** - Includes 2012 Street CIP; and Arterial Program **63** Completed



Location	F	<b>T</b> -	Chahara	D	1 4 !	F	T-	Chahara	D
Location	From	То	Status	Program	Location	From	То	Status	Program
ALCAZAR	Lomaland	Dead End	Completed	2012 CO's	LEE TREVINO	Gateway East	Yermoland	Completed	2012 CO's
ALGERITA	Riverside	Hickory	Completed	2012 CO's	LILAC	Carolina	Montecito	Completed	2012 CO's
ALGIERS	Fir	Album	Completed	2012 CO's	LOMALAND	Pellicano	Gateway East	Completed	2012 CO's
ALLEN BRADLEY	James Watt	Wilkenson	Completed	2012 CO's	MAZATLAN	Hunter	Ladera	Completed	2012 CO's
AMUR	Danube	Arboleda	Completed	2012 CO's	MONACO	Montwood	Woodside	Completed	2012 CO's
ARAQUAIA	Arboleda	Dead End	Completed	2012 CO's	MONTERREY	Giles	Yarbrough	Completed	2012 CO's
ATKINSON	North Loop	Half Moon	Completed	2012 CO's	NEW HAVEN	Lasso	Roseway	Completed	2012 CO's
BORRETT	Wells	Dead End	Completed	2012 CO's	NEWLAND	Stanley	Atwood	Completed	2012 CO's
BURGESS	Yermoland	Courtland	Completed	2012 CO's	POLVO	Ron Quillo	Dead End	Completed	2012 CO's
BURNHAM	Stanley	Lomaland	Completed	2012 CO's	RALPHEENE	Williamette	Yermoland	Completed	2012 CO's
CAPELLO	Blacks	McCamey	Completed	2012 CO's	RIO ARRIBA	Pedernales	Link	Completed	2012 CO's
CHRISTY	Williamette	Yermoland	Completed	2012 CO's	ROJAS	Pendale	George Dieter	Completed	2012 CO's
CORK	Album	Zanzibar	Completed	2012 CO's	ROSEMARY	San Jose	Wenda	Completed	2012 CO's
COSMOS	McRae	Debbie	Completed	2012 CO's	SAN PAULO	La Paz	Yarbrough	Completed	2012 CO's
DALE DOUGLAS	Bob Mitchell	Vista del Sol	Completed	2012 CO's	SANTA BARBARA	Mazatlan	Hacienda	Completed	2012 CO's
EMERSON	Heid	North Loop	Completed	2012 CO's	SANTA MARIA	Giles	Dead End	Completed	2012 CO's
ESCADRILLE	Fray	Lafayette	Completed	2012 CO's	SANTA MONICA	Giles	Venado	Completed	2012 CO's
FINITA	Whittier	Alameda	Completed	2012 CO's	SONORA	Veracruz	Dead End	Completed	2012 CO's
FRANCINE	Williamette	Yermoland	Completed	2012 CO's	SUMATRA	Ceylon	Album	Completed	2012 CO's
FRAY	Willamette	Dead End	Completed	2012 CO's	TAHITI	Heather	Bermuda	Completed	2012 CO's
GALLAGHER	Heid	Mauer	Completed	2012 CO's	TOMWOOD	Sumac	Trawood	Completed	2012 CO's
GUAYMAS	Taxco	Corozal	Completed	2012 CO's	TRANQUILO	Yarbrough	Dead End	Completed	2012 CO's
HACIENDA	Hunter	Ameca	Completed	2012 CO's	VAN HASELEN	Lasso	Pendale	Completed	2012 CO's
HALF MOON	North Loop	North Loop	Completed	2012 CO's	VENADO	Ranchland CDS	San Paulo	Completed	2012 CO's
HAROLD	Starr	Dead End	Completed	2012 CO's	VERACRUZ	Ladera	Giles	Completed	2012 CO's
HERMOSILLO	Hunter	Yarbrough	Completed	2012 CO's	VISTA LOMAS	Vista De Oro	Vista del Sol	Completed	2012 CO's
HONOLULU	Montwood	Leewood	Completed	2012 CO's	VISTA REAL	Trawood	Janway	Completed	2012 CO's
INDEPENDENCE	Yarbrough	Whittier	Completed	2012 CO's	WENDA	Franklin	San Jose	Completed	2012 CO's
LA GENTE	Morelia	Dead End	Completed	2012 CO's	YARBROUGH	North Loop	Alameda	Completed	2012 CO's
LA PALOMA	Valley View	Valley View	Completed	2012 CO's	ROJAS	George Dieter	Don Haskins	Completed	Arterials
LA PAZ	Corozal	Dead End	Completed	2012 CO's	YARBROUGH	Montana	Cesar Chaves	Completed	Arterials
LADERA	Monterrey	Carolina	Completed	2012 CO's					

<sup>\*</sup>Sections of Rojas are an Arterial Program street – section crosses into District 6



<sup>\*</sup>Yarbrough is an arterial program street –section crosses into District 3



# **District 8** - Includes 2012 Street CIP; and Arterial Program **59** Completed

Location	From	То	Status	Program	Location	From	То	Status	Program
AVILA	Lombardy	Avila	Completed	2012 CO's	KINGSWOOD	Silverbell	Dead End	Completed	2012 CO's
BALLERINA	Sunset	Dead End	Completed	2012 CO's	LAREDO	Boone	Dead End	Completed	2012 CO's
BEL MAR	Fiesta	Cabrillo	Completed	2012 CO's	LESLIE WARD	Boy Scout	Dead End	Completed	2012 CO's
BELTON	Monarch	De Leon	Completed	2012 CO's	LINDEN	Alameda	Dunne	Completed	2012 CO's
BENEDICT	Perth	Hookheath	Completed	2012 CO's	MARDI GRAS	Carousel	Dad End	Completed	2012 CO's
BLACKSTONE	Roxbury	Frontera	Completed	2012 CO's	MARTINEZ	Delta	Laredo	Completed	2012 CO's
BRIARWOOD	Coeur D Alene	Sunset	Completed	2012 CO's	MEADOWLARK	Vist Del Monte	Rosinante	Completed	2012 CO's
CASTILE	Belton	Marcena	Completed	2012 CO's	MONTOYA	Country Club	Medowlark	Completed	2012 CO's
CHARLANN	Shorty	Sunset	Completed	2012 CO's	OVERLAND	Cotton	Campbell	Completed	2012 CO's
CIRCUS	Mardi Gras	Dead End	Completed	2012 CO's	PACIFIC	Hidden	Doniphan	Completed	2012 CO's
COEUR D ALENE	Olmos	Coeur D Alene	Completed	2012 CO's	PALO VERDE	Maguey	Rio Flor	Completed	2012 CO's
COLINA ALTA	Fountain	Dead End	Completed	2012 CO's	PERTH	Riverbend	Benedict	Completed	2012 CO's
COLUMBINE	Country Club	Camino Real	Completed	2012 CO's	POPLAR	Pershing	Missouri	Completed	2012 CO's
COMANCHE	Tobin	Cortez	Completed	2012 CO's	POPLAR	Grant	School gates	Completed	2012 CO's
CORTO	Yandell	Prospect	Completed	2012 CO's	ROSEWOOD	Arizona	Missouri	Completed	2012 CO's
CORVENA	Swan	Fair Lawn	Completed	2012 CO's	RUBIN	Suncrest	Corousel	Completed	2012 CO's
DALLAS	San Antonio	Dead End	Completed	2012 CO's	SAINT VRAIN	Olive	Dead End	Completed	2012 CO's
DETROIT	Murchison	Arizona	Completed	2012 CO's	SANTA FE	I-10	Main	Completed	2012 CO's
DOLAN	Paisano	Sagrado	Completed	2012 CO's	SILVERBELL	Kingswood	Dead End	Completed	2012 CO's
DUNNE	Washington	Dead End	Completed	2012 CO's	THRUSH	Warbler	Crane	Completed	2012 CO's
EIGHTH	Oregon	Ochoa	Completed	2012 CO's	VISTA GRANDE	Country Club	Country Club	Completed	2012 CO's
FINDLEY	San Antonio	Dead End	Completed	2012 CO's	WESTCITY	Eubank	Waymore	Completed	2012 CO's
FOUNTAIN	Snow Heights	Mesa	Completed	2012 CO's	WESTVIEW	Heath	Belton	Completed	2012 CO's
FOURTH	Park	Coles	Completed	2012 CO's	BIRCH	Grant	Wyoming	Completed	2012 CO's
FRANCIS	Flower	Terminus	Completed	2012 CO's	CALIFORNIA	Mesa	Los Angeles	Completed	2012 CO's
FRANKLIN	I-10	Durango	Completed	2012 CO's	NINTH	Park	Campbell	Completed	2012 CO's
GEORGIA	Cliff	Dead End	Completed	2012 CO's	RIVER BEND	Frontera	Sunset	Completed	2012 CO's
HEISIG	Prospect	Sun Bowl	Completed	2012 CO's	UPSON	Heisig	Stewart	Completed	2012 CO's
HOOKHEATH	Roxbury	Benedict	Completed	2012 CO's	RESLER	High Ridge	White Cliffs	Completed	Arterials
J C MACHUCA	Sunland Park	Dead End	Completed	2012 CO's					

# Residential Street Resurfacing Program \$7 M Dedicated Funding

11-13-18 Approved 2 Year List - FY19/20

**Balance programmed for FY 22** 







#### Residential Resurfacing Candidates for FY 23 – FY 24

- Street Maintenance Fee proposed in future FY 23 and FY 24 budgets will include allocations of \$7,000,000 for residential streets (recurring); current street project candidates were selected for the next two project years (23-24)
- PCI data shows a significant need requiring a systemic approach
- Project streets included emphasis on the following:
  - PCI Data from the recent assessment new PCI's drive the selection criteria
  - <u>Utility Clearances</u> selected streets were vetted with utility partners to ensure there are no water, gas, electric line issues that could cause them to be cut into within the next few years
  - <u>Geographic Locations</u> where feasible, candidates were selected near areas where the City has paved in the 2012 CO's, the Arterial Program, and the Residential paving program to complete neighborhoods
- Streets identified through PCI were cross-checked against streets requested in the budget process, streets on the unfunded CIP list, and streets included in public initiated service requests



# FY 19/20 Residential Street Paving Plan Completed in FY 2019 (before pandemic)



District	Location	From	То	Status	District	Location	From	То	Status
District 1	BERKSHIRE	Brentwood	Waymore	Completed	District 3	SUFFOLK	Castletown	Ballymote	Completed
District 1	BUCKINGHAM	Canterbury	Stanton	Completed	District 3	TYRONE	Castletown	Ballymote	Completed
District 1	CANTERBURY	Stanton	Santa Rita	Completed	District 4	AMBASSADOR	Kenworthy	Kellogg	Completed
District 1	DARWOOD	Krupp	Waymore	Completed	District 4	CAPISTRANO	Cavalier	Mackinaw	Completed
District 1	DONNYBROOK	Okeefe	CDS	Completed	District 4	CAVALIER	Donald	Sun Valley	Completed
District 1	GREENWICH	Krupp	Berkshire	Completed	District 4	CERMAC	Debeers	Abiline	Completed
District 1	HAMPSHIRE	Wallington	Stanton	Completed	District 4	CHEROKEE	Redwood	Mc Combs	Completed
District 1	OKEEFE	Santa Rita	Bacerac	Completed	District 4	COMMODORE	Donald	Sun Valley	Completed
District 1	RIDGECREST	Canterbury	Park Hill	Completed	District 4	EL CAMPO	Kenworthy	Kellogg	Completed
District 1	STANTON	Canterbury	Okeefe	Completed	District 4	HARCOURT	Kenworthy	Kellogg	Completed
District 1	WAYMORE	Mesa	Stanton	Completed	District 4	HOLLYHOCK	Donald	Sun Valley	Completed
District 3	BALLYMOTE	Orkney	Karen	Completed	District 4	HUGG	Donald	Capistrano	Completed
District 3	BAYO	Orkney	Karen	Completed	District 4	MACKINAW	Donald	Sun Valley	Completed
District 3	BLACKWOOD	Cornwall	Yarbrough	Completed	District 4	ROLLING STONE	Kenworthy	Kellogg	Completed
District 3	CASTLETOWN	Edgemere	Limerick	Completed	District 4	ROYAL	Yellowstone	Shennandoah	Completed
District 3	DRUMOND	Castletown	Ballymote	Completed	District 4	SHENANDOAH	Debeers	Fairbanks	Completed
District 3	LAMPLITER	Ballymote	CDS	Completed	District 4	STRAIN	Shennandoah	CDS	Completed
District 3	LIMERICK	Castletown	Ballymote	Completed	District 4	TROPICANA	Kenworthy	Cermac	Completed
District 3	LORNE	Castletown	Ballymote	Completed	District 4	TUMBLEWEED	Kenworthy	Kellogg	Completed
District 3	LUELLA	Orkney	Karen	Completed	District 4	WHYBURN	Donald	Capistrano	Completed
District 3	SALLYBROOK	Edgemere	Ballymote	Completed					





### FY 19/20 Residential **Street Plan**

**New District 2022** 

**COMPLETED** 

**IN PROGRESS** 

**PROGRAMMED** 

New District	Dist	Location	From	То	Status	New District	Dist	Location	From	То	Status
2	8	BOONE	Alameda	Rivera	Programmed	3	5	QUANAH	Quintana	Edgemere	COMPLETE
2	2	CORTE DEL SOL	Mobile	CDS	In Progress	3	5	QUINTANA	Red Sails	Edgemere	COMPLETE
2	2	IDALIA	Copia	Pollard	COMPLETE	3	5	RED HAWK	Spotted Horse	Proud Eagle	COMPLETE
2	8	HAMMETT	Frutas	Alameda	Programmed	3	5	RISNER	Quintana	Edgemere	COMPLETE
2	2	JACKSON	Oklahoma	Raynor	Programmed	3	5	RUNNING DEER	Breckenridge	Edgemere	COMPLETE
2	2	MCKINLEY	Oklahoma	Piedras	Programmed	3	5	SPOTTED HORSE	War Feather	Edgemere	COMPLETE
2	2	MOBILE	Copia	CDS	In Progress	3	5	TENAHA	Hazel Time	George Dieter	COMPLETE
2,8	2	MOREHEAD	Nebraska	Alabama	In Progress	3	5	WAR ARROW	Quintana	Edgemere	COMPLETE
2,8	2	NATIONS	Nebraska	Alabama	In Progress	3	5	WAR FEATHER	Running Deer	Proud Eagle	COMPLETE
2,8	2	PORTER	Alabama CDS	Pollard	COMPLETE	7	6	BILLIE MARIE	Gene Sarazen	Robert Wynn	COMPLETE
2	8	RIVERA	Gateway North	Boone	Programmed	7	6	BOB MITCHELL	Robert Wynn	George Dieter	COMPLETE
2	2	SACRAMENTO	Copia	Pollard	COMPLETE	7	7	BORRETT	North Loop	Reindeer	Programmed
2	2	SAVANNAH	Stevens	Partello	Programmed	7	6	BUNKY HENRY	Russ Randall	George Dieter	COMPLETE
3	5	HICKMAN	Quintana	Edgemere	COMPLETE	7	7	CLIFFORD	Niles	Reindeer	Programmed
3	5	IVANHOE	Quintana	Edgemere	COMPLETE	7	7	CRESTWOOD	Park Haven	Drugan	Programmed
3	5	PEACEPIPE	Running Deer	CDS	COMPLETE	7	7	DELL HAVEN	Borett	Pinewood	Programmed
3	5	PROUD EAGLE	Breckenridge	Quintana	COMPLETE	7	7	DRUGAN	Borrett	Moorehead	Programmed



#### 4 in Progress, 28 Programmed, 31 Completed Streets 26 (Continued)



## FY 19/20 Residential **Street Plan**

New District 2022

**COMPLETED** 

**IN PROGRESS** 

**PROGRAMMED** 

						_					
New District	Dist	Location	From	То	Status	New District	Dist	Location	From	То	Status
7	7	FOREST HAVEN	Borrett	Pinewood	Programmed	7	7	REINDEER	Borrett	Naranjos CDS	Programmed
7	6	FRED MARTI	Billie Marie	George Dieter	COMPLETE	7	6	ROBERT WYNN	Trawood	George Dieter	COMPLETE
7	6	GENE SARAZEN	Robert Wynn	George Dieter	COMPLETE	7	6	RON CERRUDO	Trawood	Bunky Henry	COMPLETE
7	7	GLEN HAVEN	Borrett	Saint Marys	Programmed	7	7	ROSE HAVEN	Borett	Pinewood	Programmed
7	6	JACK CUPIT	Russ Randall	George Dieter	COMPLETE	7	6	RUSS RANDALL	Trawood	Bob Mitchell	COMPLETE
7	6	JAMES GRANT	Robert Wynn	George Dieter	COMPLETE	7	7	SAINT MARYS	North Loop	Lasso	Programmed
7	6	JERRY ABBOTT	Trawood	Bob Mitchell	COMPLETE	7	7	SAINT MATTHEWS	North Loop	Park Haven	Programmed
7	7	LYNN HAVEN	Borrett	Saint Marys	Programmed	7	6	STEVE SPRAY	James Grant	Robert Wynn	COMPLETE
7	7	MOORELAND	Park Haven	Reindeer	Programmed	7	6	TOM ULOZAS	Robert Wynn	George Dieter	COMPLETE
7	7	MORERAS	Naranjos	Naranjos	Programmed	8	8	CENTRAL	Paisano	Piedras	Programmed
7	7	NARANJOS	Saint Marys	Reindeer	Programmed	8	8	CYPRESS	Piedras	Paisano	Programmed
7	7	PARK HAVEN	Borrett	Naranjos CDS	Programmed	8	8	MAGOFFIN	Eucalyptus	Piedras	Programmed
7	6	PAUL MORAN	Trawood	Bunky Henry	COMPLETE	2,8	8	PERA	Magoffin	Alameda	Programmed
7	7	PINEWOOD	Park Haven	Reindeer	Programmed	8	8	SAN ANTONIO	Piedras	Copia CDS	Programmed
7	6	RANDY PETRI	Billie Marie	George Dieter	COMPLETE						





# \$7 M Annual Dedicated Residential Resurfacing Program

List presented to City Council 1/7/20 for FY 2021 and FY 2022

Programmed FY 22/23/24



\$5.6 M FY 23: \$7 M FY 24: \$1.4 M

### 3 in Progress, 86 Programmed, 21 Completed Streets

**FY** 22/23/24 (Programmed)

\$14 M

**New District 2022** 

**COMPLETED** 

**IN PROGRESS** 

**PROGRAMMED** 

3 ORGAIN

North Loop Dale

New Dist	Dist	Location	From	То	New Dist	Dist	Location	From	То	New Dist	Dist	Location	From	То
2	2	ATLAS	Alabama	Gateway South	3	3	PRATT	Nimitz	E Dead End	4	4	HODGES	Kendall	Norwood
2	2	POLK	Russell	Pollard	3	5	RED CLOUD	Breckenridge	N Dead End	4	4	KENDALL	Salem	Dearborne
2	2	TAYLOR	Piedras	Copia	3	3	ROSE	Franklin	North Loop	4	4	KENSINGTON	Edinburgh	McCombs
2	2	TITANIC	Alabama	Gateway South	3	3	RYAN	Franklin	Franklin	4	4	MACKINAW	Salem	Dearborne
2	2	TYLER	Elm	Pollard	3	5	SMOKE SIGNAL	Kachina	N Dead End	4	4	MCCORMICK	Nolan	W Dead End
2	2	VOLCANIC	Alabama	Gateway South	3	5	SOARING EAGLE	Kachina	S Dead End	4	4	NOLAN	McCormick	Salem
3	7	ACAPULCO	Hunter	Giles	3	3	STEWART	Franklin	North Loop	4	4	NORWOOD	Kendall	Warren
3	7	ADOBE	Hunter	Giles	3	3	STILES	Dodge	Carolina	4	4	SYCENE	Rushing	W Dead End
3	7	BOBBY GRAYSON	Adobe	Carolina	3	7	TAMPICO	Hacienda	Acapulco	4	4	WARREN	Salem	Edinburgh
3	5	BRECKENRIDGE	Red Sails	George Dieter	3	5	TEKOA	Smoke Signal	E Dead End	6	5	BLUE MOON	Rising Sun	Dead End
3	3	CAREY	Dale	North Loop	3	3	WARNOCK	North Loop	Dale	6	5	BROKEN ARROW	N Dead End	S Dead End
3	3	DALE	Dodge	Stewart	3	3	WAYNE	North Loop	Dale	6	5	CHICKASAW	Pendleton	Broken Bow
3	3	FRANKLIN DR	Dale	Carolina	3	5	WOOSTER	Breckenridge	N Dead End	6	5	GHOST DANCE	Pendleton	Pendleton
3	3	GLARDON	Green Valley	Green Valley	4	4	COCKRELL	Salem	Dead End	6	5	LONE WOLF	Pendleton	Pendleton
3	7	HACIENDA	Ameca	Santa Barbara	4	4	DEARBORNE	Mackinaw	W Dead End	6	5	PENDLETON	Turner	Edgemere
3	3	JOE TURNER	Stewart	E Dead End	4	4	DUNLAP	Deadborne	Triumph	6	5	RISING STAR	Rising Sun	Pendleton
3	5	KACHINA	W Dead End	E Dead End	4	4	EDINBURG	McCombs	W Dead End	6	5	RISING SUN	Tenaha	Edgemere
3	7	MONTERREY	Hunter	Giles	4	4	GARLAND	Salem	W Dead End	6	5	STILL WATER	Broken Arrow	Pendleton
3	3	NIMITZ	Carolina	N Dead End	4	4	HEMMINGWAY	Kensington	McCombs	6	5	TENAHA	George Dieter	Pendleton
		1												

# 3 in Progress, 86 Programmed, 21 Completed Streets (Continued)

FY 22/23/24

\$14 M

(Programmed)

**New District 2022** 

**COMPLETED** 

**IN PROGRESS** 

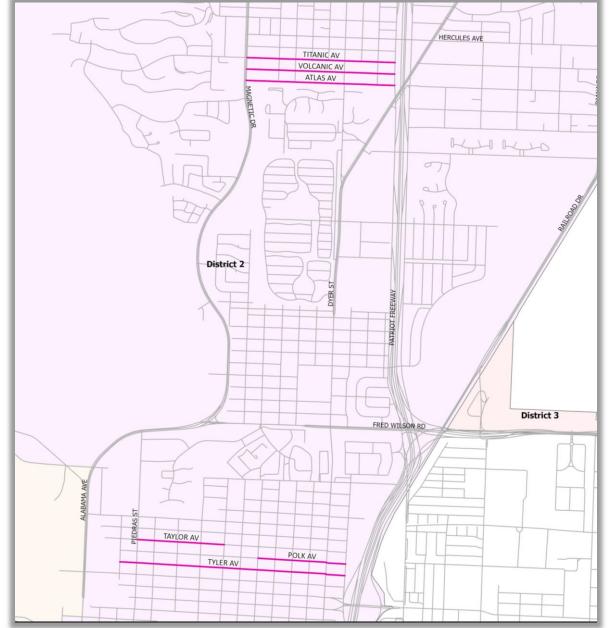
**PROGRAMMED** 

•		,												
New Dist	Dist	Location	From	То	New Dist	Dist	Location	From	То	New Dist	Dist	Location	From	То
7	6	BENITO	Candelaria	W Dead End	7	6	OLD PUEBLO	Zaragoza	Alameda	8	1	FLORENCE	Gregory	Robinson
7	6	CANA	Juno	Alameda	7	6	PALLA	Hancock	Cana	8	1	HIXSON	Mesita	Alethea Park
7	6	CANANEA	Alameda	W Dead End	7	6	PRESA	Roseway	Alameda	8	1	KERN	Mesa	Stanton
7	6	CANDELARIA	Roseway	Alameda	7	6	SAINT ANTHONY	Candelaria	Juno	8	1	MESITA	Mesa	Stanton
7	6	CERES	Hancock	Cana	7	6	SAN FERNANDO	Candelaria	Juno	8	1	MISSISSIPPI	Florence	Rowena
7	6	COLINA	Alameda	N Dead End	7	6	SAN PEDRO	Gaspar	E Dead End	8	1	MORROW	Stockwell	Galloway
7	6	COLMENERO	Candelaria	W Dead End	7	6	SANDOVAL	Candelaria	San Fernando	8	8	NEVADA	Ochoa	Saint Vrain
7	7	CROW	Septiembre	Janway	7	7	SEPTIEMBRE	Mosswood	Montwood	8	1	NYE	Baltimore	Cincinatti
7	7	FRANKLIN DR	Carolina	North Loop	7	6	VALDIVIEZ	Candelaria	Juno	8	1	ОСНОА	Baltimore	Cincinatti
7	6	GASPAR	Alameda	Soccorro	8	8	ARIZONA	Ochoa	Saint Vrain	8	8	ОСНОА	Wyoming	N Dead End
7	6	HANCOCK	Juno	Presa	8	1	BALTIMORE	Florence	Piedmont	8	8	RIVER	Ochoa	Saint Vrain
7	6	IRMA	Old Pueblo	E Dead End	8	8	CALIFORNIA	Ochoa	Saint Vrain	8	8	SAINT VRAIN	Cliff	Missouri
7	6	JUNO	Leonardo	Cana	8	1	CAMPBELL	Wellesley	Kerby	8	1	STOCKWELL	Moore	Piedmont
7	7	LA SENDA	Milton	N Dead End	8	1	CHAPARRAL	Turney	Mesita	8	8	VIRGINIA	Schuster	Missouri
7	6	LEONARDO	Juno	Roseway	8	1	CHARIOT	Mesita	N Dead End	8	1	WHITAKER	Stockwell	Galloway
7	6	LOLITA	Valdievez	S Dead End	8	8	CLIFF	Ochoa	Saint Vrain	8	8	WYOMING	Ochoa	Saint Vrain
7	6	MORALES	Juno	W Dead End	8	1	DARWOOD	Waymore	O Keefe	8	8	YANDELL	Ochoa	Saint Vrain
7	7	OCTUBRE	Crow	Lomaland					-					<u> </u>

# 30

#### **District 2**

District	Location	From	То
2	ATLAS	Alabama	Gateway South
2	POLK	Russell	Pollard
2	TAYLOR	Piedras	Copia
2	TITANIC	Alabama	Gateway South
2	TYLER	Elm	Pollard
2	VOLCANIC	Alabama	Gateway South





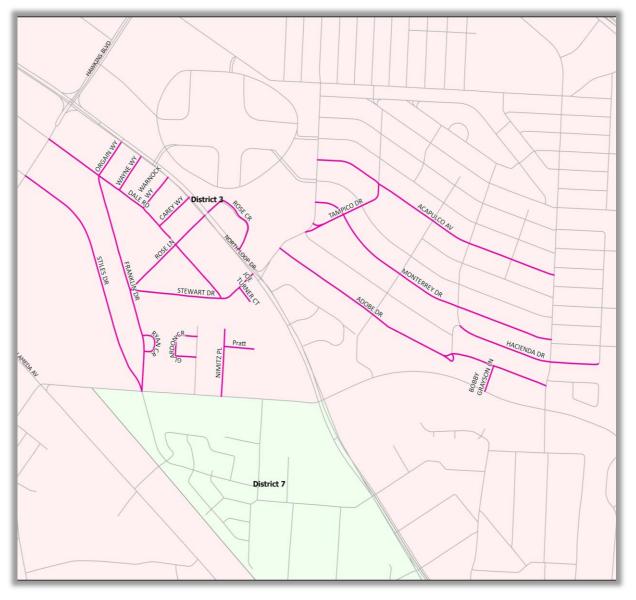


District 2022	Location	From	То
3	BRECKENRIDGE	Red Sails	George Dieter
3	KACHINA	W Dead End	E Dead End
3	RED CLOUD	Breckenridge	N Dead End
3	SMOKE SIGNAL	Kachina	N Dead End
3	SOARING EAGLE	Kachina	S Dead End
3	TEKOA	Smoke Signal	E Dead End
3	WOOSTER	Breckenridge	N Dead End





New District 2022	Location	From	То
3	CAREY	Dale	North Loop
3	DALE	Dodge	Stewart
3	FRANKLIN DR	Dale	Carolina
3	GLARDON	Green Valley	Green Valley
3	JOE TURNER	Stewart	E Dead End
3	NIMITZ	Carolina	N Dead End
3	ORGAIN	North Loop	Dale
3	PRATT	Nimitz	E Dead End
3	ROSE	Franklin	North Loop
3	RYAN	Franklin	Franklin
3	STEWART	Franklin	North Loop
3	STILES	Dodge	Carolina
3	WARNOCK	North Loop	Dale
3	WAYNE	North Loop	Dale
3	ACAPULCO	Hunter	Giles
3	ADOBE	Hunter	Giles
3	BOBBY GRAYSON	Adobe	Carolina
3	HACIENDA	Ameca	Santa Barbara
3	MONTERREY	Hunter	Giles
3	TAMPICO	Hacienda	Acapulco







New District 2022	Location	From	То
4	COCKRELL	Salem	Dead End
4	DEARBORNE	Mackinaw	W Dead End
4	DUNLAP	Deadborne	Triumph
4	EDINBURG	<b>McCombs</b>	W Dead End
4	GARLAND	Salem	W Dead End
4	HEMMINGWAY	Kensington	McCombs
4	HODGES	Kendall	Norwood
4	KENDALL	Salem	Dearborne
4	KENSINGTON	Edinburgh	McCombs
4	MACKINAW	Salem	Dearborne
4	MCCORMICK	Nolan	W Dead End
4	NOLAN	<b>McCormick</b>	Salem
4	NORWOOD	Kendall	Warren
4	SYCENE	Rushing	W Dead End
4	WARREN	Salem	Edinburgh



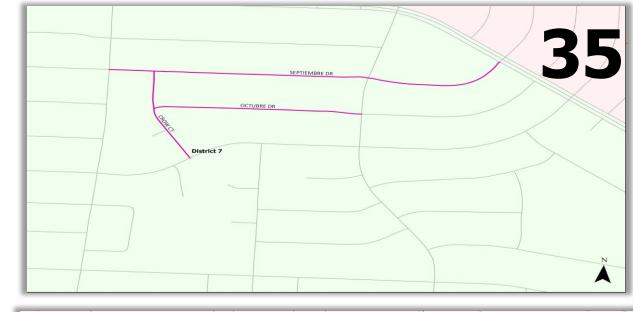


New District 2022	Location	From	То
6	BLUE MOON	Rising Sun	Dead End
6	BROKEN ARROW	N Dead End	S Dead End
6	CHICKASAW	Pendleton	Broken Bow
6	GHOST DANCE	Pendleton	Pendleton
6	LONE WOLF	Pendleton	Pendleton
6	PENDLETON	Turner	Edgemere
6	RISING STAR	Rising Sun	Pendleton
6	RISING SUN	Tenaha	Edgemere
6	STILL WATER	Broken Arrow	Pendleton
6	TENAHA	George Dieter	Pendleton





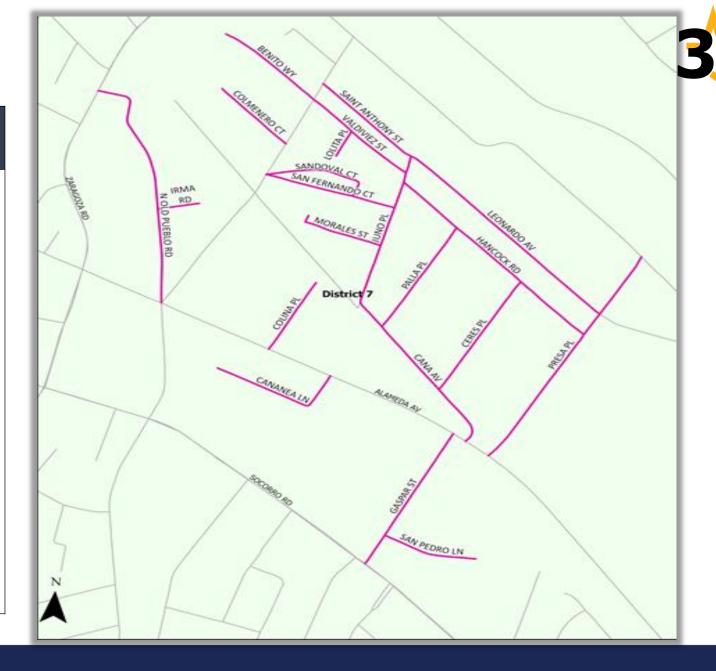
New District 2022	Location	From	То
7	CROW	Septiembre	Janway
7	FRANKLIN DR	Carolina	North Loop
7	LA SENDA	Milton	N Dead End
7	OCTUBRE	Crow	Lomaland
7	SEPTIEMBRE	Mosswood	Montwood







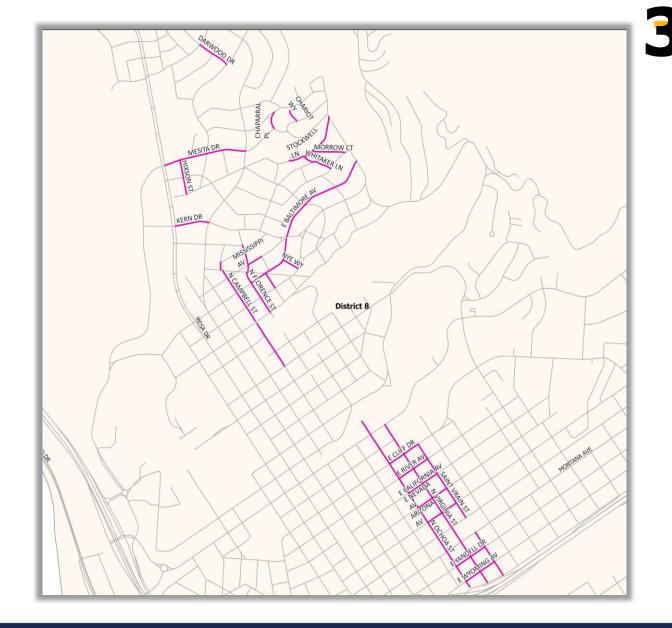
<u> </u>			
New District 2022	Location	From	То
7	BENITO	Candelaria	W Dead End
7	CANA	Juno	Alameda
7	CANANEA	Alameda	W Dead End
7	CERES	Hancock	Cana
7	COLINA	Alameda	N Dead End
7	COLMENERO	Candelaria	W Dead End
7	GASPAR	Alameda	Soccorro
7	HANCOCK	Juno	Presa
7	IRMA	Old Pueblo	E Dead End
7	JUNO	Leonardo	Cana
7	LEONARDO	Juno	Roseway
7	LOLITA	Valdievez	S Dead End
7	MORALES	Juno	W Dead End
7	OLD PUEBLO	Zaragoza	Alameda
7	PALLA	Hancock	Cana
7	PRESA	Roseway	Alameda
7	SAINT ANTHONY	Candelaria	Juno
7	SAN FERNANDO	Candelaria	Juno
7	SAN PEDRO	Gaspar	E Dead End
7	SANDOVAL	Candelaria	San Fernando
7	VALDIVIEZ	Candelaria	Juno
7	CROW	Septiembre	Janway





# District 8 Programmed for FY 22/23/24

New District 2022	Location	From	То
8	ARIZONA	Ochoa	Saint Vrain
8	BALTIMORE	Florence	Piedmont
8	CALIFORNIA	Ochoa	Saint Vrain
8	CAMPBELL	Wellesley	Kerby
8	CHAPARRAL	Turney	Mesita
8	CHARIOT	Mesita	N Dead End
8	CLIFF	Ochoa	Saint Vrain
8	DARWOOD	Waymore	O Keefe
8	FLORENCE	Gregory	Robinson
8	HIXSON	Mesita	Alethea Park
8	KERN	Mesa	Stanton
8	MESITA	Mesa	Stanton
8	MISSISSIPPI	Florence	Rowena
8	MORROW	Stockwell	Galloway
8	NEVADA	Ochoa	Saint Vrain
8	NYE	Baltimore	Cincinatti
8	OCHOA	Baltimore	Cincinatti
8	OCHOA	Wyoming	N Dead End
8	RIVER	Ochoa	Saint Vrain
8	SAINT VRAIN	Cliff	Missouri
8	STOCKWELL	Moore	Piedmont
8	VIRGINIA	Schuster	Missouri
8	WHITAKER	Stockwell	Galloway
8	WYOMING	Ochoa	Saint Vrain
8	YANDELL	Ochoa	Saint Vrain
		-	







# Collector Street Resurfacing Program List presented on 1/7/20 for FY 20 (half), 21, 22

List presented on 10/27/20 for FY 23







#### **Collector Roads Paving Needs**



- Collectors are designed to move traffic between residential streets and arterial roadways; there are 160 Collector streets and 188 Arterial streets in our inventory, along with 5,769 Residential streets;
- The City through Title 15 collects an additional \$3M from Public Service Board Infrastructure Franchise Fee dedicated to Street Resurfacing:
  - \$3M used for a Collector Road resurfacing program
- Current program covers FY 20 (half), 21, 22, and 23
- Program began in Summer of 2020



#### <u>Criteria for Candidates for a Collector Paving</u> <u>Program</u>



- Project streets selected based on the following:
  - 1. PCI Data from most recent pavement assessment PCI's drive the selection criteria
  - 2. <u>Utility Clearances</u> selected streets will be vetted with utility partners to ensure there are no water, gas, electric line issues that could cause them to be cut into within the next few years
  - 3. <u>Completing Neighborhoods</u> where possible, candidates were selected near areas where the City has paved in the 2012 CO's, the Arterial Program, and the Residential paving program; selected sections of candidate streets are logical limits within the streets requiring pavement replacement



## **8** Complete, 0 In Progress, 2 Programmed



Year	New Dist	Dist.	Location	From	То
FV 00	4	4	Rushing	Fairbanks	Salem
FY 20	4	4	Sun Valley	McCombs	Cross
FY 21	6	6	Saul Kleinfeld	Gwen Evans	Zaragoza
FIZI	3	3.5	Edgemere	Aberdeen	Red Sails
	3	3.5	Edgemere	Red Sails	George Dieter
FY 22	8	1.8	Belvidere	Mesa	Westwind
F1 <b>ZZ</b>	2	2	Copia	Altura	Pershing
	3	7	Giles	Gateway East	Heid
EV 22	6	5,6	Saul Kleinfeld	Gwen Evans	Pebble Hills
FY 23	3,6,7	3,5,6,7	Montwood	Lee Trevino	Saul Kleinfeld

= Updated District

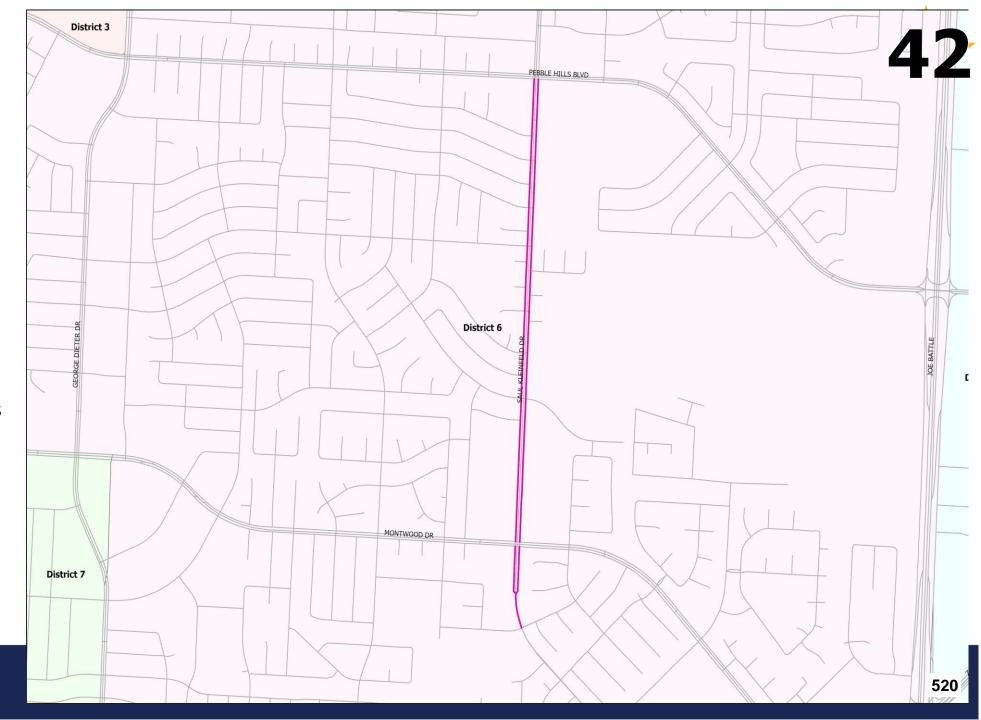
= COMPLETED PROJECTS

= IN PROGRESS



#### Saul Kleinfeld FY 2023

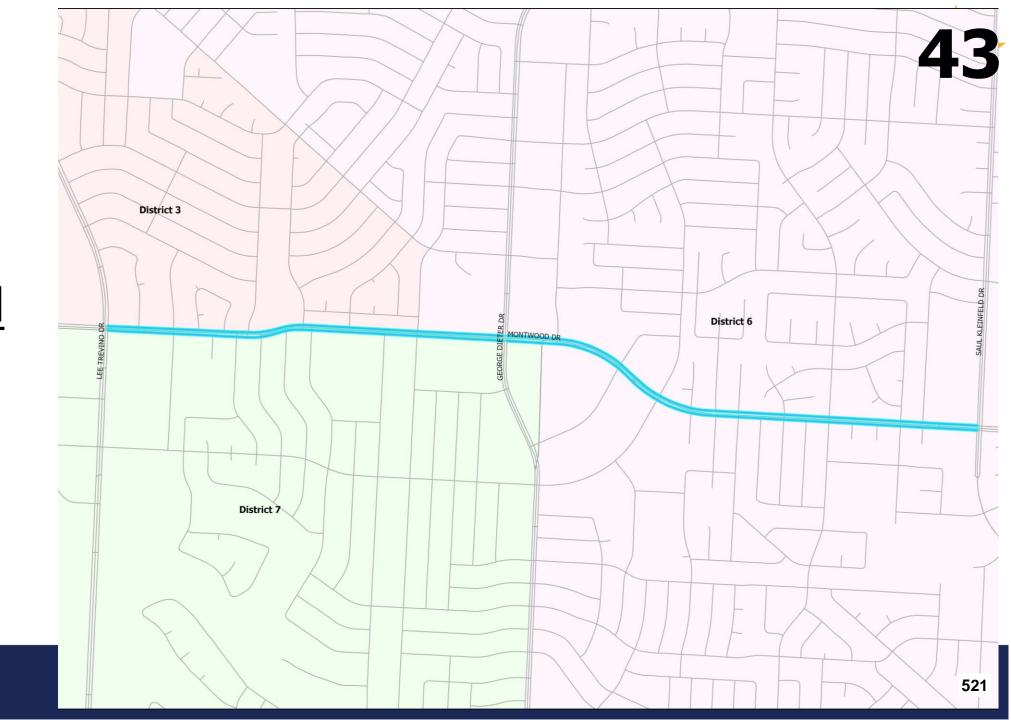
Gwen Evans to Pebble Hills





# Montwood FY 2023

Lee Trevino to Saul Kleinfeld





# Rushing FY 2020

#### Fairbanks to Salem

Red-Black – Proposed collector streets

**Magenta –** Proposed residential streets FY21-22

**Orange –** Residential streets from the FY19-20 Program

Green - 2012 street CIP

**Red**– Arterial Program





# 45

# Sun Valley FY 2020

#### **McCombs to Cross**

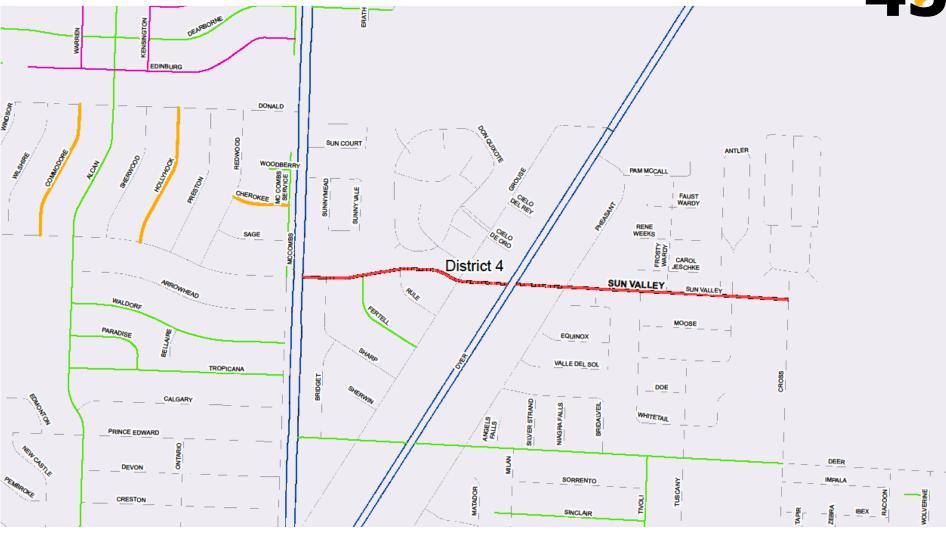
Red-Black – Proposed collector streets

**Magenta –** Proposed residential streets FY21-22

**Orange –** Residential streets from the FY19-20 Program

Green - 2012 street CIP

**Red**– Arterial Program





#### Saul **Kleinfeld** FY 2021

#### Gwen Evans to Zaragoza

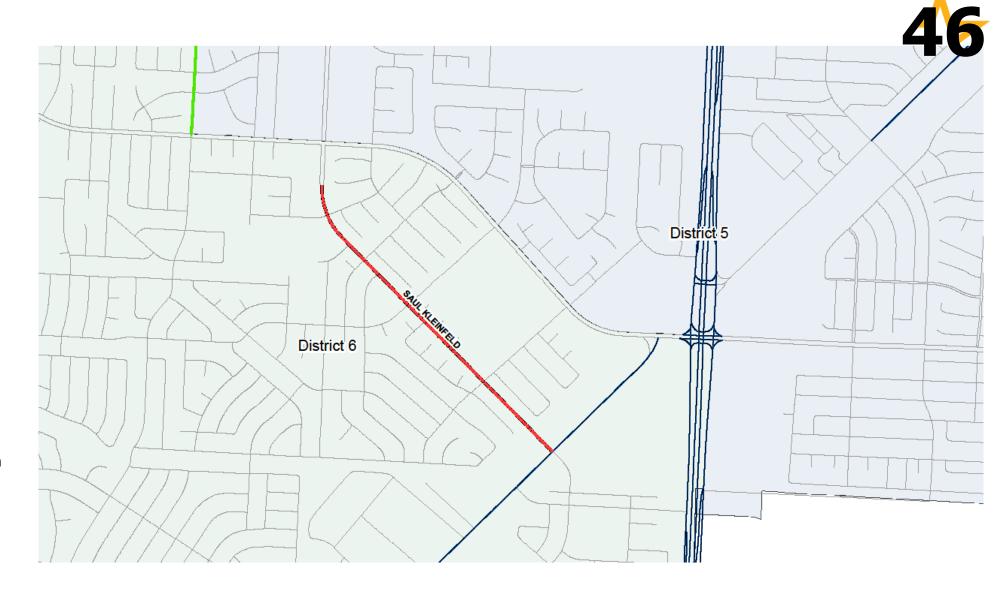
Red-Black – Proposed collector streets

**Magenta –** Proposed residential streets FY21-22

**Orange –** Residential streets from the FY19-20 Program

Green - 2012 street CIP

**Red**– Arterial Program







#### **Edgemere**

FY 2021 - Aberdeen to Red Sails

2022 - Red Sails to George Dieter

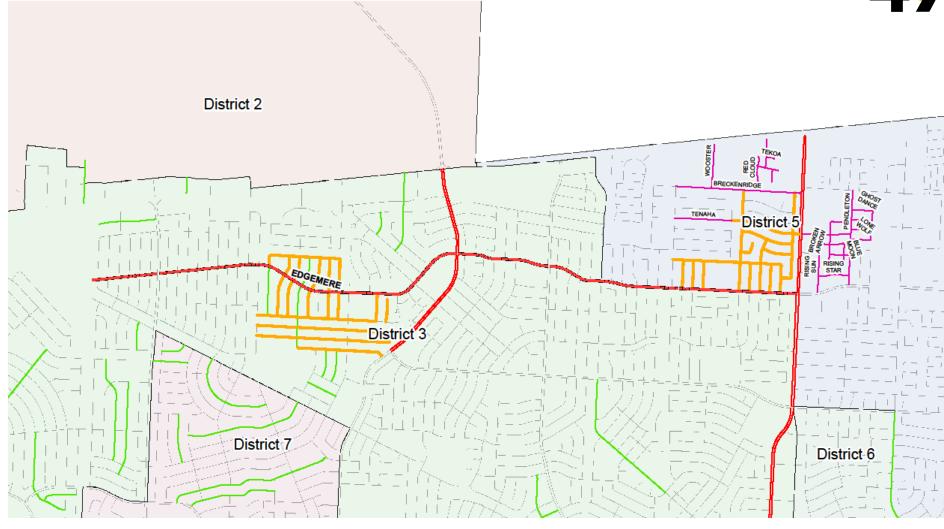
Red-Black – Proposed collector streets

**Magenta –** Proposed residential streets FY21-22

**Orange –** Residential streets from the FY19-20 Program

Green - 2012 street CIP

**Red**– Arterial Program





#### Copia FY 2022

#### Altura to Pershing

Red-Black – Proposed collector streets Magenta – Proposed residential streets FY21-22 Orange – Residential streets from the FY19-20 Program Green – 2012 street CIP Red– Arterial Program Blue – TxDOT





# **Belvidere** FY 2022

#### **Mesa to Westwind**

Red-Black – Proposed collector streets

**Magenta –** Proposed residential streets FY21-22

**Orange –** Residential streets from the FY19-20 Program

Green - 2012 street CIP

**Red**– Arterial Program







#### **Gateway East to Heid**

Red-Black – Proposed collector streets

**Magenta –** Proposed residential streets FY21-22

**Orange –** Residential streets from the FY19-20 Program

Green - 2012 street CIP

**Red**– Arterial Program





# 2017 Capital Plan Approved by City Council on August 7, 2017







# 34 Completed Projects

Bicycle Connectivity Phase I (Repeats in 2018 Cap Plan)	Tierra Cortez and Tierra Este Signal
Cohen Stadium Canopy	Silver Spring and Shadow Mountain Signal
Chamizal Pedestrian Enhancements Phase 1	Alameda and Whittier Signal
Chamizal Pedestrian Enhancements Phase II	Fire Station Restrooms
Design of 2 Regional Aquatic Facilities	New Fire Trucks and Ambulance
Kenworthy and Sun Valley Signal	Non-Public Safety Vehicles
Marcus Uribe and Sean Haggerty Signal	North Loop and Lafayette Signal
Northgate Removal from Flood Plain	Northwestern and Helen of Troy Signal
Paseo de las Luces	Pellicano and Michelangelo Signal
PCI Study	Resler and Nardo Goodman Signal
Pebble Hills and Rich Beem Signal	Rich Beem-Edgemere Roundabout
Pebble Hills and Sun Fire Signal	Rio Del Norte Intersection Improvements
Police Department Facilities Master Plan	Schuster and El Paso Signal
Police Fleet Replacement	University Pedestrian & Bicycle Enhancements
Resler and Northern Pass Signal	Zaragoza and John Hayes Signal
San Jacinto Restrooms	Zaragoza POE, Winn Road, Pan American Dr Improvements

Spray Parks Enhancements





#### **4** Projects in Construction

Project	District	Estimate	Est. Completion
Delta Bridge Reconstruction	3	\$1,640,103	Early 2023
Doniphan and Bird Signal	8	\$300,000	Spring 2023
Doniphan and West Green Signal	1	\$300,000	Spring 2023
Rojas Widening	6	\$12,940,373	Winter 2024

Doniphan signals have been awarded, construction expected to begin winter 2022

Rojas Widening has been awarded, construction expected to begin Early 2023



# 2018 Capital Plan

Approved by City Council on December 18, 2017









#### 1 Project in Design

Project	District	Estimate	Est. Construction Start
Railroad Reconstruction	4	\$5,000,000	2026

Pending LPAFA to complete design in November 2022. Construction will be programmed for 2026 (Pending TXDoT agreement)

#### 5 Projects in Construction

Street	District	Estimate	Est. Completion
Bicycle Connectivity Phase II	cw	\$1,909,149	Fall 2022
Oregon Lighting	8	\$2,000,000	Fall 2022
PDN Roundabout	8	\$3,100,000	Fall 2022
Schuster Reconstruction	8	\$8,308,723	Fall 2023
Ted Houghton Reconstruction	6	\$1,811,785	Spring 2023





#### **1** Future Project

Project	District	Estimate	Est. Construction Start
Tom Lea Slope Stabilization	1	\$8,411,993	TBD

#### **11 Completed Projects**

Project Name			
Alabama Bridge Reconstruction	Hawkins Reconstruction		
Brian Ray Reconstruction	Lighting on Paso Del Norte Trail		
Border West Expressway TXDOT	Montana Pedestrian Enhancement		
Davis Bridge Reconstruction	Montana Rapid Transit System – Construction complete; brio route to open to the public November 2022.		
Downtown Sidewalks	Yarbrough Bridge Reconstruction		
Far East Transfer Center			



## 2019 Capital Plan

Approved by City Council on April 30, 2018, amended on July 23, 2018









#### 9 Projects in Design

Project	District	Estimate	Est. Construction Start
Sun City Lights	2,6,7	\$3,150,000	TBD
Hunter, McCombs, Trawood, and Rojas Arterial Lighting	3,4,6,7	\$7,909,000	Early 2024
Resler and Edgemere Arterial Lighting	1,3,6,5,8	\$13,288,000	Early 2024



#### 4 Projects in Bidding



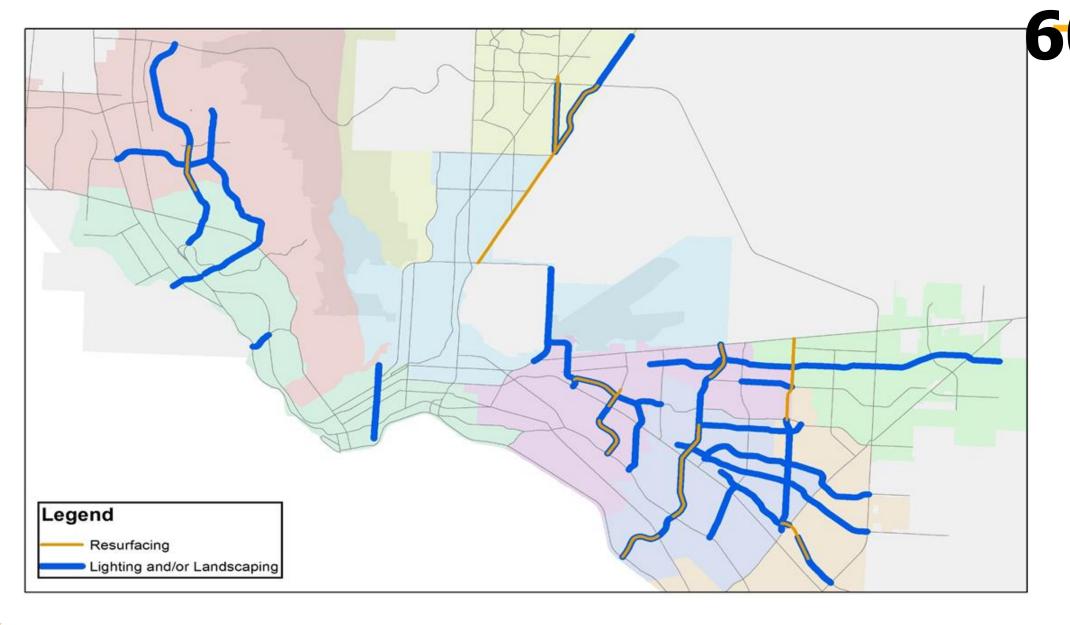
Project	District	Estimate	Est. Construction Start
Sunland Park, Shadow Mountain / Westwind, Redd Road Phase II ,Executive Center Roadway Lighting and Landscape Improvements	1,8	\$10,727,200	Fall 2022

#### **10** Projects in Construction

Project	District	Estimate	Est. Completion
El Paso Citywide Wayfinding Phase I (Waterpark wayfinding signs only)	CW	\$1,030,000	Spring 2023
Pebble Hills, Airport Road, Vista Del Sol Roadway Lighting and Landscape Improvements (Construction schedule under review)	3,6,7	\$7,455,500	Spring 2024
Pellicano Dr, Railroad Dr, Cotton Street Median Improvements	4,6,7,8	\$10,079,200	Fall 2022
Yarbrough South, George Dieter & Lee Trevino Roadway Lighting and Median Landscape	6,7	\$8,327,600	Winter 2022



# Top 25 Arterial Improvements





# 2020 Capital Plan

**Approved by City Council December 9, 2019** 









#### 1 Projects in Design

Project	District	Estimate	Est. Construction Start
Sun City Lights - District 3	3	\$1,060,800	TBD

#### 16 Projects in Bidding

Project	District	Estimate	Est. Construction Start
Dyer and Tiger Eye traffic signal	4	\$37,773	Early 2023
Edgemere and Tierra Dorada traffic signal	5	\$39,810	Early 2023
Edgemere and Tim Foster traffic signal	5	\$39,810	Early 2023
Frontera & Roxbury School Flasher	1	\$37,773	Early 2023
Hawkins and WH Burges traffic signal	3	\$37,773	Early 2023
Lee Trevino and Ivanhoe traffic signal	3	\$37,773	Early 2023
Mesa Hills and Cabaret traffic signal	8	\$39,810	Early 2023
North Loop and Burgundy traffic signal	7	\$37,773	Early 2023





## 16 Projects in Bidding (Cont'd)

Project	District	Estimate	Est. Construction Start
Paseo Del Norte and Northern Pass traffic signal	1	\$37,773	Early 2023
Pebble Hills and John Hayes traffic signal	5	\$39,810	Early 2023
Pebble Hills and Tierra Mina traffic signal	5	\$39,810	Early 2023
Pebble Hills and Tim Foster traffic signal	5	\$39,810	Early 2023
Rich Beem and Ralph Seitsinger traffic signal	5	\$37,773	Early 2023
Sean Haggerty and Rushing traffic signal	4	\$37,773	Early 2023
Ventana and Tierra Este traffic signal	5	\$39,810	Early 2023
Zaragoza and Castner traffic signal	7	\$39,810	Early 2023

## **1** Completed Project

**Project Name** 



Zaragoza and Golden Gate traffic signal (Design only – Construction by TXDoT)

# MPO







# MPO

## **Street Improvements**



City match funds may range from 5-20% of the overall project cost

Leverage City funds to provide improvements needed by the community





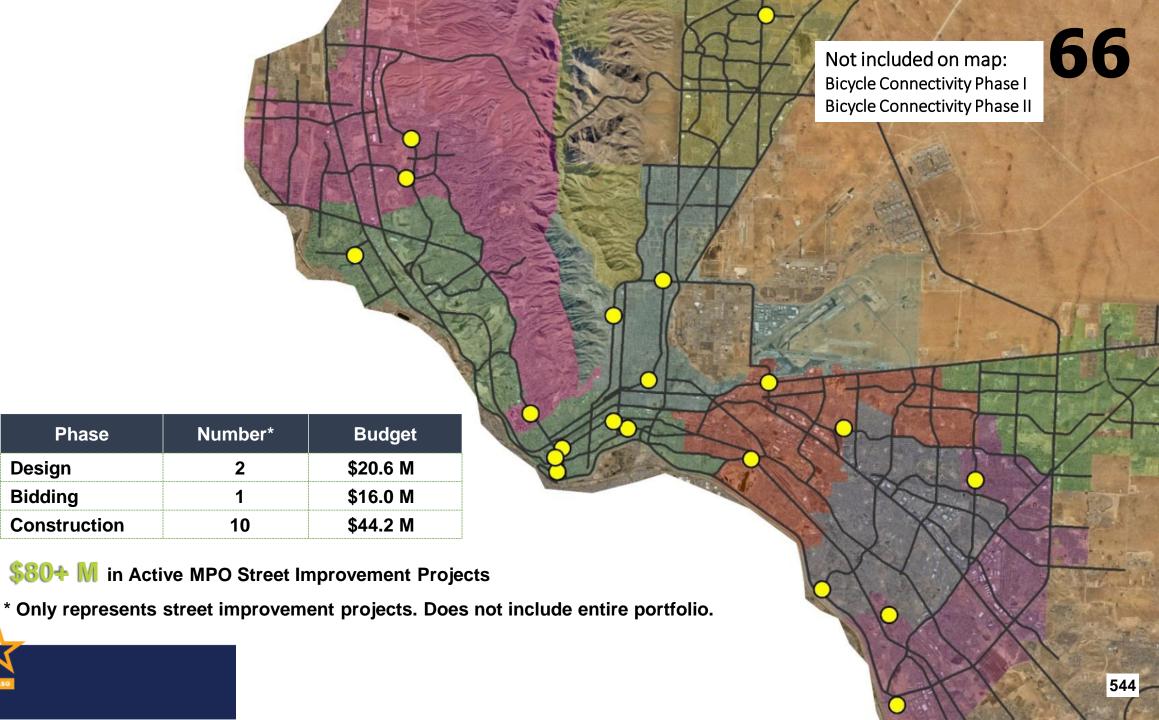
Phase

Design

**Bidding** 

**EP** 

Construction





## 2 Projects in Design

Street	District	Scope	Estimate	Estimated Construction Start
ITS Infrastructure at Zaragoza and BOTA Off-system	2	Int'l Bridge Technology Improvements	\$18,000,000	Fall 2023
Sean Haggerty Extension	4	Infrastructure Improvement	\$2,569,079	Winter 2023

## 1 Projects in Bidding

Street	District	Scope	Estimate	Status / Est. Construction Start
ITS Infrastructure at Zaragoza and BOTA On-system	2	Int'l Bridge Technology Improvements	\$16,000,000	Fall 2022



# 68

## 10 Projects in Construction

Street	District	Scope	Estimate	Est. Completion
Bicycle Connectivity Phase II	CW	Bicycle Improvements	\$1,909,149	Fall 2022
Central Business District Phase IV	8	Infrastructure Improvements	\$18,417,036	Fall 2023
Delta Bridge Reconstruction	2	Bridge Replacement	\$1,640,103	Winter 2022
Oregon Lighting	8	Infrastructure Improvements	\$2,000,000	Fall 2022
PDN Roundabout	8	Intersection Improvements	\$3,100,000	Fall 2022
Playa Drain Shared Use Path PM	7	Pedestrian Improvements	\$2,063,990	Early 2023
Rojas Widening	6	Infrastructure Improvements	\$12,940,373	Winter 2024
Transit System Site Improvements	CW	Transit	\$1,258,310	Early 2023
Ysleta Middle School Safe Routes to School	7	Pedestrian / Transit Improvements	\$899,428	Summer 2023

Rojas Widening has been awarded, construction expected to begin Early 2023





## 9 Completed Projects

Project Name		
Alabama Bridge Reconstruction	Montana Pedestrian Enhancements	
Bicycle Connectivity Phase I	Montana Rapid Transit System	
Chamizal Pedestrian Enhancements Phase 2	Rio del Norte Intersection Improvements	
Davis Bridge Reconstruction  Yarbrough Bridge Reconstruction		
Far East Transfer Center		

## **1** Future Programmed Project

Street	District	Scope	Estimate	Programmed Date
Bicycle Citywide Infrastructure	cw	Bicycle Improvements	\$5,978,305	2027



# **CDBG**

**Community Development Block Grant** 







# Street Improvements - Projects in Process



## 1 Project in Construction

Street	District	Scope	Estimate	Est. Completion
Trowbridge Drive Improvements	2	Pedestrian Improvements	\$1,005,050	Spring 2023





# Street Pavement Continues to be a high priority for our Community



Public Information Campaign Underway for the November 2022 Community Progress Bond

PCI Study Completed – Website available for public use

- https://www.elpasotexas.gov/streets-and-maintenance/pavement-condition
- https://coepgis.maps.arcgis.com/apps/webappviewer/index.html?id=6e6da4caf9514338b43bdec28c47f471

Next Funding Available (recommendation for streets will be presented first quarter in 2023 based on criteria from slide 23)

- FY 24/25- \$14 M Residential (\$7 M Paygo per year)
- FY 24/25 \$6 M Collector (\$3 M Paygo per year)

If Bond Passes on November 8th 2022:

- FY 24 /25 \$7 M residential (\$3.5 M per year) increased total of \$10.5M
- Rollout of the top 50 Arterial pavement upgrades



# **\$135 Million for Top 50 Most-Traveled Arterials**

### **TOP 50 ANALYSIS**

### **Proposed allocation**

Resurfacing: \$90 M

Reconstruction: \$45 M

#### Criteria to be utilized

- Utilize PCI to target and focus on poor and problematic roadway conditions
- Focus on very low PCIs
- Rollout will be based on data and selection criteria
- Improvements will NOT be end-to-end







		2	2022 pci data	1
S	STREET NAME		high	ave
1	SUNLAND PARK	14	100	40
2	GEORGE DIETER	32	94	69
3	LEE TREVINO	15	100	46
4	SHADOW MOUNTAIN	26	91	64
5	RESLER	35	100	69
6	AIRWAY	100	100	100
7	GLOBAL REACH	67	70	68
8	YARBROUGH	24	98	61
9	REDD	15	95	61
10	PELLICANO	15	100	39
11	MONTWOOD	22	100	69
12	RAILROAD	21	98	78
13	COUNTRY CLUB	37	100	95
14	PEBBLE HILLS	9	100	52
15	HAWKINS	25	100	66
16	AIRPORT	12	100	40
17	VISCOUNT	19	100	58
18	EXECUTIVE CENTER	24	89	54
19	VISTA DEL SOL	13	85	47
20	соттом	20	95	65
21	EDGEMERE	30	100	75
22	HUNTER	51	87	65
23	MCCOMBS	53	93	77
24	TRAWOOD	26	67	44
25	ROJAS	19	95	62

5	STREET NAME	2022 pci data		ave
26	SUMAC	34	81	63
27	GERONIMO	34	72	48
28	MESA HILLS	18	96	48
29	WESTWIND	22	87	64
30	GILES	100	100	100
31	LOMALAND	12	92	48
32	SAUL KLEINFELD	18	94	55
33	CAROLINA	17	81	50
34	SEAN HAGGERTY	30	86	60
35	TROWBRIDGE	15	87	55
36	CORRAL	14	40	28
37	TIERRA ESTE	37	82	70
38	SANTA FE	15	100	73
39	FRED WILSON	51	89	68
40	ALABAMA	23	89	54
41	BELVIDERE	23	73	46
42	RICH BEEM	43	95	73
43	RAYNOLDS	27	92	63
44	DELTA	23	91	54
45	HONDO PASS	11	79	56
46	BARTLETT	39	67	54
47	SUN BOWL	53	93	73
48	SCHUSTER	8	83	45
49	KANSAS	22	100	61
50	HELEN OF TROY	52	85	71

# **Top 50 Arterials PCI Data**

# Extending the life of El Paso's top 50 most-traveled arterials

 Investment would fund improvements to segments of 46 out of the top 50 most-traveled arterials

# City recently completed improvements to 4 out of the top 50 most-traveled arterials

- Airway
- Country Club
- McCombs
- Giles



# Ongoing Outreach Join Us!



#### THURSDAY, SEPTEMBER 1, 2022

6 PM

Northeast Regional Command Center 9600 Dyer

#### WEDNESDAY, SEPTEMBER 7, 2022

6 PM

Municipal Services Center 7968 San Paulo

### WEDNESDAY, SEPTEMBER 14, 2022

6 PM

Marty Robbins Rec Center 11620 Vista Del Sol

#### **TUESDAY, SEPTEMBER 20**

6 PM

Virtual Meeting

### WEDNESDAY, SEPTEMBER 21, 2022

5:30 PM Clardy Fox Library 5515 Robert Alva

### WEDNESDAY, SEPTEMBER 21, 2022

6 PM Region 19 11670 Chito Samaniego



# **Ongoing Outreach**

## Join Us!

THURSDAY, SEPTEMBER 22, 2022 6 PM The Beast Community Center

13501 Jason Crandall

WEDNESDAY, SEPTEMBER 28, 2022 6 PM Memorial Senior Center 1800 Byron

THURSDAY, SEPTEMBER 29, 2022 6 PM Galatzan Rec Center 650 Wallenberg FRIDAY, SEPTEMBER 30

7:30 AM

Denny's

4690 Woodrow Beam Transmountain

THURSDAY, OCTOBER 6, 2022

6 PM

Westside Regional Command Center

4801 Osbourne

WEDNESDAY, OCTOBER 12, 2022

**8 AM** 

Village Inn

7144 Gateway Blvd East



#### El Paso, TX

#### Legislation Text

File #: 22-1249, 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**

Sun Metro Mass Transit, Ellen A. Smyth, (915) 212-6000

#### AGENDA LANGUAGE:

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

Management update on American Disabilities Act (ADA) and Living Independently Facilitated by Transportation (LIFT).

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

AGENDA DATE: September 27, 2022 PUBLIC HEARING DATE: N/A
<b>CONTACT PERSON(S) NAME AND PHONE NUMBER:</b> Ellen A. Smyth, P.E., Chief Transit and Field Operations Officer (915) 212-6000
DISTRICT(S) AFFECTED: All
STRATEGIC GOAL: Goal 7 – Enhance regional comprehensive transportation system
SUBGOAL:
SUBJECT: Management update on ADA/LIFT.
BACKGROUND / DISCUSSION: N/A
PRIOR COUNCIL ACTION: N/A
AMOUNT AND SOURCE OF FUNDING: N/A
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YESNO
PRIMARY DEPARTMENT: Sun Metro SECONDARY DEPARTMENT:
**************************************
DEPARTMENT HEAD: Cele Song to
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021



Sun Metro (LIFT)
Management Update

September 27, 2022



## GOAL 7

**Key Strategic Objective** 

Implement improvements and activate programming that support and promotes multimodal transportation







## **What We Will Cover:**

- 1 Recap
- 2 Key Challenges & Opportunities
- 3 Now
- 4 Long-Term Future





- 1 Recap
- 2 Key Challenges & Opportunities
- 3 Now
- 4 Long-Term Future

## **HISTORY**

- New five-year contract with MV in 2019
  - 65 units required
  - 33 units to be delivered to contractor in 2020
  - 32 units to be delivered in 2021
- Due to the impact of COVID assembly line shutdowns and people out of work – this did not happen
- In 2020 and 2021, parts were still available
- In 2022, warehouses are now empty of parts and production has not caught up
- Because LIFT ridership was down in 2020 and 2021, we were able to meet demand



- 1 Recap
- 2 Key Challenges & Opportunities
- 3 Now
- 4 Long-Term Future

## **VOICE OF OUR CUSTOMERS**

Challenge: Improving reliability and addressing supply chain-delays

## **Expected delivery**

- 10 units June 2022
- 10 units (December 2022)
- 10+ more units (August 2023)



- 1 Recap
- Key Challenges & Opportunities
- 3 Now
- 4 Long-Term Future

## **VOICE OF OUR CUSTOMERS**

## **Opportunities:**

- Listening sessions and conversations
- Re-purposed 5 ESD sedans (immediate measure)
- Pursuing new partnerships (expanding transport options)
- Exploring Voucher Pilot Program



- 1 Recap
- 2 Key Challenges & Opportunities
- 3 Now
- 4 Long-Term Future

# IMMEDIATE FUTURE LOOKS BRIGHT

- Partners fully on-board: taxis and other transportation providers
- Pilot Voucher program being explored for overflow conditions
  - Customer purchases \$2.50 voucher
  - Transportation provider bills City cost of service
- New units will be delivered
- Parts will be more readily available
- Old units will be retired
- New customer service software



## LONG-TERM FUTURE

## **Sun Metro LIFT**

- 1 Recap
- 2 Key Challenges & Opportunities
- 3 Now
- 4 Long-Term Future

- CNG—Clean Energy supplemented by EV
- Hybrid fleet of both CNG and EV
- Overall fleet will need to increase to 90 units





## **Play Video**



Sun Metro (LIFT)
Management Update

September 27, 2022



#### El Paso, TX

#### Legislation Text

File #: 22-1222, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

Animal Services Department, Terry Kebschull, (915) 212-8742

#### AGENDA LANGUAGE:

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

Presentation and discussion on El Paso Animal Services Reunification and Pet Support.

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

AGENDA DATE: PUBLIC HEARING DATE:
CONTACT PERSON(S) NAME AND PHONE NUMBER:
DISTRICT(S) AFFECTED:
STRATEGIC GOAL:
SUBGOAL:
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.
BACKGROUND / DISCUSSION:  Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
PRIOR COUNCIL ACTION:  Has the Council previously considered this item or a closely related one?
AMOUNT AND SOURCE OF FUNDING: How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YESNO PRIMARY DEPARTMENT: SECONDARY DEPARTMENT:
**************************************

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

Revised 04/09/2021





## **El Paso Animal Services**

**Return to Home** 





### CITY OF EL PASO

## **Strategic Goal 8**

Nurture and Promote a Healthy, Sustainable Community.



25 BY 2025

30 BY 2030



Goal 8.3
Sustain the Live-Release
Rate

### EL PASO ANIMAL SERVICES



#### Goal 1

Reduce the number of pets entering Animal Services

#### Goal 2

Provide healthier pets

#### Goal 3

Provide safe, comfortable living conditions for pets in our care and community.

#### Goal 4

Increase positive outcomes for pets in our community

#### Goal 5

ncrease social awareness of animal welfare in our community.

#### Goal 6

Provide a safe environment for employees and opportunities for professional development.



# **Removing Barriers**

- It's a Community effort
- RTO in Field
- Waive/Reduce Fees
- Education/Marketing
- Accessibility













# **Community + Pet Support (CAPS)**

- Lost + Found Reports
  - 37% following process RTO w/o having to enter the shelter
- Free Microchips
- Pet Pantry
- Minor Fence Repair
- Rehoming/Surrender Prevention Counseling
- Coordinated Intake

















## **Think Outside the Box**

### **Scan stations**

- Fire Stations
- Rec/Sr Centers
- Local shops, Pet Friendly Bars, Parks









# Pet Wellness Events

6

- Free Microchips/Vaccines
- Microchip Checks



Parvo/Distemper



Feline Viral Rhinotracheitis, Calicivirus, and Panleukopenia (FVRCP)

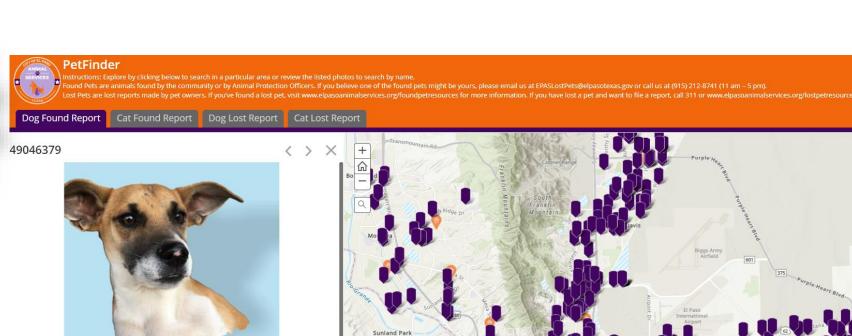






## Resources





Juárez

Name: 49046379 Type: Dog Found Report Species: Dog

Primary Breed: Mixed Breed, Small (under 24 lbs fully grown) ID: 49046379 Age: 1y, 3m

A49046379

ad@ptimize.co



## **Resources-Pet Reunification Tools**





Michelson Found Animals













- > Knock on a few doors in the area where you found the pet to see if they recognize them
- Check the LOST PETS tab on the Pet Finder Map to see if a lost pet matches the pet you found
- Post on social media pages, Pawboost,
   Craigslist and the Nextdoor app
- > Call the pet's microchip company and let them know you've found the pet
- > Hang flyers in your neighborhood, at grooming salons, pet stores and veterinarian offices
- > Post flyers in your neighborhood
- Check with other area animal shelters and rescues
- > Post the pet on Finding Rover

### FOUND PET FLYER TEMPLATE

Download this found pet flyer template to add a clear, full-body photo of the found pet along with your contact information. We recommend hanging flyers at grooming salons, veterinary offices, pet stores and around your neighborhood.

**△** DOWNLOAD

#### **HELP MORE FOUND PETS**

SIGN UP TO FOSTER

### FACEBOOK LOST & FOUND GROUPS

- > Lost & Found Pets in El Paso
- > Lost, Found & Stolen Pets in El Paso
- > Lost & Found Pets El Paso
- > El Paso Lost Dogs, Cats & Pets
- > Far East EP Lost & Found Pets
- > Lost Dogs, Cats, Pets
- > Lost & Found Group
- > Lost, Found & Reunited
- > Lost & Found Pets Page
- > Horizon Lost & Found Pets



# **Re-Unite Site**

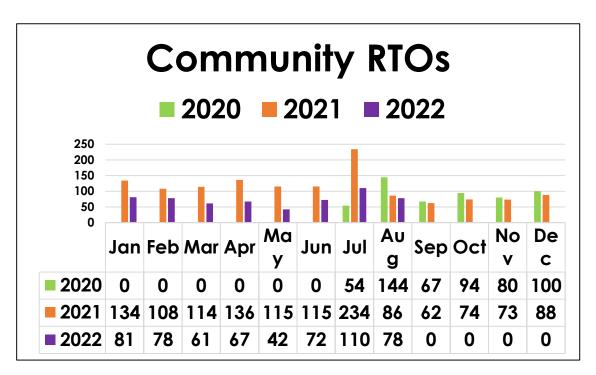
Self-Scan Station



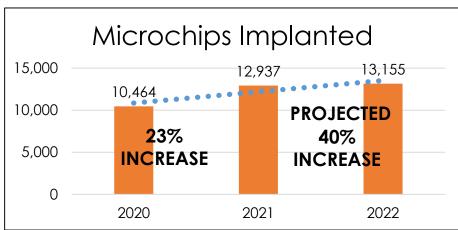


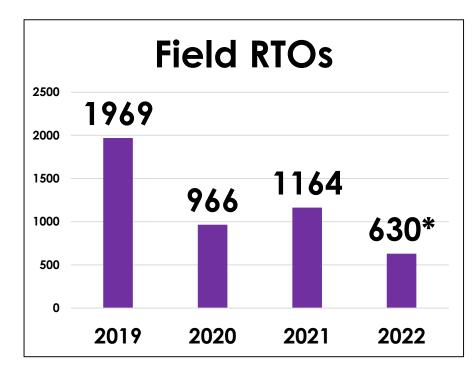


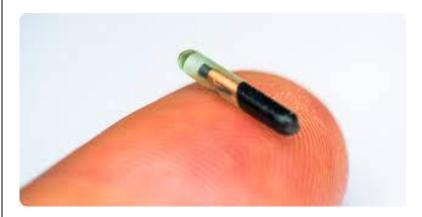


















# Do the Reunite Thing!



TOGETHER, WE CAN SAVE MORE LIVES ADOPT I FOSTER I VOLUNTEER I DONATE









## **Mission**

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

## Vision

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

## ☆ Values

Integrity, Respect, Excellence, Accountability, People







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

## Visión

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

## ☆ Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

#### Legislation Text

File #: 22-1216, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 8**

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

#### AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lots 17 to 20, Block 52, Bassett, 2101 Texas Avenue, City of El Paso, El Paso County, Texas from A-3/SP (Apartment/Special Permit) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 2101 Texas Avenue

Applicant: D & H Enrique Properties, LLC., PZRZ22-00020

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

AGENDA DATE: September 27, 2022 PUBLIC HEARING DATE: October 25, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Andrew Salloum, (915) 212-1603

**DISTRICT(S) AFFECTED**: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### SUBJECT:

An Ordinance changing the zoning of Lots 17 to 20, Block 52, Bassett, 2101 Texas Avenue, City of El Paso, El Paso County, Texas from A-3/sp (Apartment/special permit) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 2101 Texas Avenue

Applicant: D & H Enrique Properties, LLC. - PZRZ22-00020

#### **BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone the subject property from A-3/sp (Apartment/special permit) to C-4 (Commercial) to allow for offices and vocational school. City Plan Commission recommended 5-0 to approve the proposed rezoning on September 8, 2022. The Planning Division received one phone call in opposition to the request from the public on August 25, 2022. Initially, two speakers from neighborhood associations spoke in opposition at the August 25, 2022, CPC meeting. On September 6, 2022, the applicants had a meeting with neighborhood associations to address their concerns with the request. Subsequently, the neighborhood associations have no opposition to the request at the September 8, 2022 CPC meeting. As of September 19, 2022, the Planning Division has received four letters via email in support of the request. See attached staff report for additional information.

#### PRIOR COUNCIL ACTION:

N/A

#### **AMOUNT AND SOURCE OF FUNDING:**

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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**************************************	

#### **DEPARTMENT HEAD:**

Philip Etiwa

Revised 04/09/2021

ORDINANCE NO
AN ORDINANCE CHANGING THE ZONING OF LOTS 17 TO 20, BLOCK 52, BASSETT,
2101 TEXAS AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-3/SP
(APARTMENT/SPECIAL PERMIT) TO C-4 (COMMERCIAL). THE PENALTY IS AS
PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:
Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Lots 17 to 20, Block
52, Bassett, 2101 Texas Avenue, located in the City of El Paso, El Paso County, Texas, be
changed from A-3/sp (Apartment/special permit) to C-4 (Commercial), as defined in Section
20.06.020, and that the zoning map of the City of El Paso be revised accordingly, and that the

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	, 20
	THE CITY OF EL PASO:
ATTEST:	Oscar Leeser, Mayor
Laura D. Prine, City Clerk	_
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Rosel Ta	Philip Ctive Philip F. Etiwe, Director
Russell T. Abeln	
Assistant City Attorney	Planning & Inspections Department

special permit designation be rescinded.

### 2101 Texas Avenue

City Plan Commission — September 8, 2022 (REVISED)



CASE NUMBER: PZRZ22-00020

CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov

**PROPERTY OWNER:** D&H Enrique Properties, LLC

**REPRESENTATIVE:** Martin Atayde

**LOCATION:** 2101 Texas Avenue (District 8)

**PROPERTY AREA:** 0.275 acres

**REQUEST:** Rezone from A-3/sp (Apartment/special permit) to C-4

(Commercial)

**RELATED APPLICATIONS:** PZST22-00011 Special permit

**PUBLIC INPUT:** As of September 1, 2022, staff received a phone call in opposition.

Two speakers from Neighborhood Associations spoke in opposition at the August 25, 2022, CPC. As of September 8, staff received four

letters via email in support of the request.

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from A-3/sp (Apartment/special permit) to C-4 (Commercial) to allow for offices and vocational school.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the rezoning request as the proposed rezoning is in keeping with the policies of the G-2 Traditional Neighborhood Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

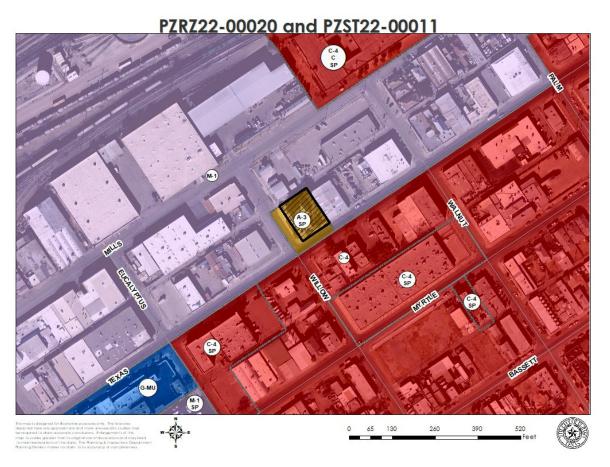


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from A-3/sp (Apartment/special permit) to C-4 (Commercial) to allow for offices and vocational school. The property consists of 0.275 acres. There is an existing vacant building on the subject property. The detailed site development plan shows the existing 2,820 sq. ft. office building and a new 1,180 sq. ft. vocational school addition. Access to the subject property is provided from Willow Street via the alley. This rezoning application is related to special permit application PZST22-000011. The special permit would allow an infill development with rear and side street yard setback reductions and 100% parking reduction for the proposed development.

**PREVIOUS CASE HISTORY:** On May 24, 2005, City Council approved a rezoning from M-1 (Light Manufacturing) to A-3 (Apartment) and a special permit to allow for an eighty-five percent (85%) parking reduction for apartment use, (see Attachment no. 5). The existing special permit designation will be repealed once the new rezoning and special permit designation request is approved.

On August 25, 2022, the City Plan Commission (CPC) voted unanimously to postpone this item so that applicant could meet with the neighborhood and address their concerns related to the rezoning request for C-4 (Commercial) and special permit request for infill development and parking reduction.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The subject property is proposed to be developed into a commercial development. The proposed zoning district is consistent with the surrounding M-1 (Light Manufacturing) to the north, east, and west and C-4 (Commercial) districts to the south and meet the established character of the neighborhood surrounding the subject property. The closest school is Frederick Douglas Elementary School located 0.51 miles and the closest park is Chamizal National Memorial Park located 1.04 miles away.

## COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

## Criteria Does the Request Comply? Future Land Use Map: Proposed zone change is Yes. The subject property is proposed to be defined by the complex of the c

**Future Land Use Map:** Proposed zone change is compatible with the Future Land Use designation for the property:

#### G-2 Traditional Neighborhood (Walkable):

This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.

Yes. The subject property is proposed to be developed into office and commercial developments, which are in character with the future land use designation of *Plan El Paso*.

**Compatibility with Surroundings:** The proposed zoning district is compatible with those surrounding the site:

<u>C-4 (Commercial) District</u>: The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.

Yes. The proposed C-4 (Commercial) zoning district is the same as the adjacent zoning district to the south, southeast, and southwest. The proposed commercial developments have the potential to provide goods and render services to the nearby area and in character with the spirit of the C-4 (Commercial) zone districts.

## COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.

Yes. Proposed development will have access to the existing Texas Avenue and Willow Street which are designated a major arterial and local street, respectively as per El Paso's Major Thoroughfare Plan (MTP). The classification of these roads are appropriate for the proposed development.

## THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:

**Historic District or Special Designations & Study Area Plans:** Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.

The proposed development is not within any historic districts or study area plan boundaries.

**Potential Adverse Effects:** Potential adverse effects that might be caused by approval or denial of the requested rezoning.

The proposed development is not anticipated to pose any adverse effects on the community. The proposed development will be compatible with development immediately surrounding the subject property.

**Natural Environment:** Anticipated effects on the natural environment.

The subject property does not involve greenfield, environmentally sensitive land, or arroyo disturbance.

**Stability:** Whether the area is stable or in transition.

The area is stable and the proposed development is compatible with the existing residential, light manufacturing zoning, and commercial uses of the surrounding properties.

**Socioeconomic & Physical Conditions**: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.

None. The proposed development is within an older, stable area of the city. The established neighborhood is comprised of offices, academies, and general retail sales and services. There was a recent rezoning G-MU (General-Mixed Use) request for this area located at 1918 Texas Avenue to the southwest in 2014.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The proposed development will have access to the existing Texas Avenue and Willow Street which are designated a major arterial and local street, respectively as per El Paso's MTP. The classification of these roads are appropriate for the proposed development. The existing infrastructure and services are adequate to serve the proposed redevelopment. The subject property is situated within 1,000 feet of a mass transit route. Access is proposed from Willow Street via the alley.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within the boundaries of El Paso Central Business Association, Familias Unidas del Chamizal, Texas and Myrtle Ave. Business District Association, and Sunrise Civic Group which were notified of the rezoning application. Public notices were mailed to property owners within 300 feet of the subject property on August 10, 2022. As of September 1, 2022, the Planning Division received one phone call in opposition to the request from the public. Two speakers from Neighborhood Associations spoke in opposition at the August 25, 2022, CPC. On September 6, 2022, the applicants had a meeting with neighborhood associations to address their concerns with the request. The neighborhood associations have no opposition to the request. As of September 8, 2022, staff received four letters via email in support of the request.

**RELATED APPLICATIONS:** PZST22-00011 Special permit for an infill development to allow for rear and side street yard setback reductions and 100% parking reduction for the proposed development.

#### **CITY PLAN COMMISSION OPTIONS:**

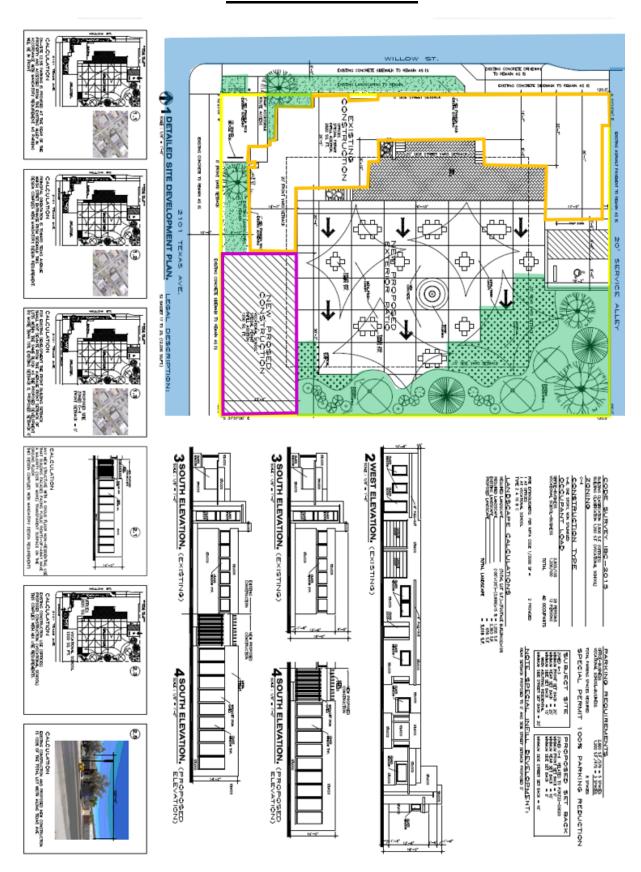
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

#### **ATTACHMENTS:**

- 1. Future Land Use Map
- 2. Detailed Site Development Plan
- 3. Department Comments
- 4. Rezoning Ordinance No. 16057 and Special Permit Ordinance No. 16058
- 5. Neighborhood Notification Boundary Map
- 6. Letters via email in support





#### <u>Planning and Inspections Department - Planning Division</u>

Staff recommends approval of the rezoning request as the proposed rezoning is in keeping with the policies of the G-2 Traditional Neighborhood Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

#### Planning and Inspections Department - Plan Review & Landscaping Division

No objections to special permit and detailed site development plan.

Note: At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

#### Planning and Inspections Department – Land Development

- 1. Show existing 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. The code encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within parkways, landscaped areas, and other conservation efforts, to the maximum extent practicable.

Note: Stormwater drainage has been verified. Rainwater harvesting is recommended at time of development.

Note: the comments have been addressed as shown on the site plan.

#### **Fire Department**

Recommend approval. No adverse comments.

#### **Police Department**

No comments received.

#### **Environment Services**

No adverse comments.

#### **Streets and Maintenance Department**

The Streets and Maintenance Department has no objections for this application.

#### **Texas Department of Transportation**

Please have the requestor submit to ELP\_Access@txdot.gov for grading and drainage review of the proposed plans.

Note: the applicants will coordinate with TxDOT at time of building permit stage.

#### **Sun Metro**

Please be advised that the vehicle entrance to your property located at 2101 Texas Ave., is situated within 1,000 feet of a mass transit route. Specifically, 5 Points Circulator, Alameda Brio, DCT Via Alameda, Gov't. District via Lakeside, and Valle Verde via North Loop.

#### **El Paso Water**

EPWater does not object to this request.

#### Water:

There is an existing 6-inch diameter water main that extends along the east side of Willow St. This main is available for service.

There is an existing 4-inch diameter water main that extends along the north side of the alley north of Texas Ave. This main is available for service.

EPWater records indicate an active 1½-inch domestic water meter serving the subject property. The service address for this meter is 2103 Texas Ave.

Previous water pressure from fire hydrant #3123 located at the northeast corner of Texas Ave. and Willow St. has yielded a static pressure of 84 (psi), a residual pressure of 78 (psi) and a discharge of 1404 gallons per minute (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The 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 that extends along the alley north of Texas Ave. This main is available for service.

#### General:

An application for additional water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

#### **Stormwater Engineering**

EPWater-SW has no objections to this proposal.

#### **El Paso County 911 District**

The 911 District has no comments or concerns regarding this zoning/special permit.

#### El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1.

19C

ORDINANCE NO.	,16	16057	
OTOTIVITIES			

AN ORDINANCE CHANGING THE ZONING OF LOTS 17-20, BLOCK 52, BASSETT ADDITION, EL PASO, EL PASO COUNTY, TEXAS FROM [M-1 (LIGHT-MANUFACTURING) TO A-3 (APARTMENT)]. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE.

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

That the zoning of Lots 17-20, Block 52, Bassett Addition, El Paso, El Paso County, Texas be changed from [M-1 (Light -Manufacturing)] to A-3 (Apartment)], within the meaning of the zoning ordinance, and that the zoning map of the City of El Paso be revised accordingly.

PASSED AND APPROVED this 24th day of May, 2005.

THE CITY OF EL PASO

ATTEST:

Joe Wardy Mayor

Richarda Duffy Momsen

City Clerk

APPROVED AS TO FORM:

Matt Watson

Assistant City Attorney

Doc No. 11307

APPROVED AS TO CONTENT:

Christina Valles, Planner II

Planning, Research & Development

Department

Rodolfo Valdez, Chief Urban Planher

Planning, Research & Development

APPROVED AS TO CONTENT:

Department

Doc #11307/PLANNING/ZON05-00008/MWAT

ORDINANCE NO. 1000

Zoning Case No: ZON05-00008

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#### ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE GRANTING SPECIAL PERMIT NO. ZON05-00010, TO ALLOW FOR A PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 17-20, BLOCK 52, BASSETT ADDITION, EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.64.175 OF THE EL PASO MUNICIPAL CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.68 OF THE EL PASO MUNICIPAL CODE.

WHEREAS, John R. Bruker has applied for a Special Permit under Section 20.64.175 of the El Paso Municipal Code to allow for a parking reduction;

WHEREAS, the requirements of Section 20.64.175 have been satisfied; and

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application;

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval;

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

 That the property described as follows is in the A-3 (Apartment) District, requiring thirteen (13) off-street parking spaces to serve proposed apartments;

Lots 17-20, Block 52, Bassett Addition, El Paso, El Paso County, Texas; and

- That the City Council hereby grants a Special Permit under Section 20.64.175 of the El Paso Municipal Code so that the parking requirements described in Paragraph 1 of this Ordinance may be satisfied with a parking reduction as described in Paragraph 3 of this Ordinance;
- 3. That the City Council hereby grants a Special Permit under Section 20.64.175 for a parking reduction of 85%, so that the property, required to provide thirteen (13) off-street parking spaces, can satisfy the parking requirements by providing two (2) off-street parking spaces;
- 4. That this Special Permit is issued subject to the development standards in the A-3 (Apartment) District regulations and is subject to the approved Detailed Site Development Plan Doc No. 11308/Planning/ORD-ZON05-00010/MWAT

ORDINANCE NO. 16058 Special Permit No. ZON05-00010

signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and is incorporated herein by reference for all purposes;

- 5. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. ZON05-00010, shall be subject to automatic termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.68 and any other legal or equitable remedy; and
- 6. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

	PASSED AND APPROVED this 94t	h _day of _	may	_, 2005.
		THE	CITY OF EL PASO	
			ber-	-
	ATTEST:	Joe W Mayor	ardy	
1	Richarda Duffy Momsen  SCity Clerk			
Į	APPROVED AS TO FORM:			
	Matt Watson, Assistant City Attorney			
	APPROVED AS TO CONTENT:	APPR	OVED AS TO CONTENT:	
	Christina Valles, Planner II Planning, Research & Development		fo Valdez/Chief Urban Nanne ing, Research & Development	er
	Doc No. 11308/Planning/ORD-ZON05-00010/MWAT 2	!	•	
	ORDINANCE NO. 16058		Special Permit No. ZON0	5-00010

#### AGREEMENT

John R. Bruker, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan and in accordance with the standards identified in the A-3 (Apartment) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 2/st day of Upril

mouln

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

This instrument is acknowledged before me on this 2/5<sup>th</sup> day of 2005, by Juhn Robert Bruker as Applicant.

My Commission Expires:

Notary Public State of Texas Notary's Printed or Typed Name:

Notary Public State of Texas Notary's Printed or Typed Name:

Notary Public State of Texas Notary's Printed or Typed Name:

Notary Public State of Texas Notary's Printed or Typed Name:

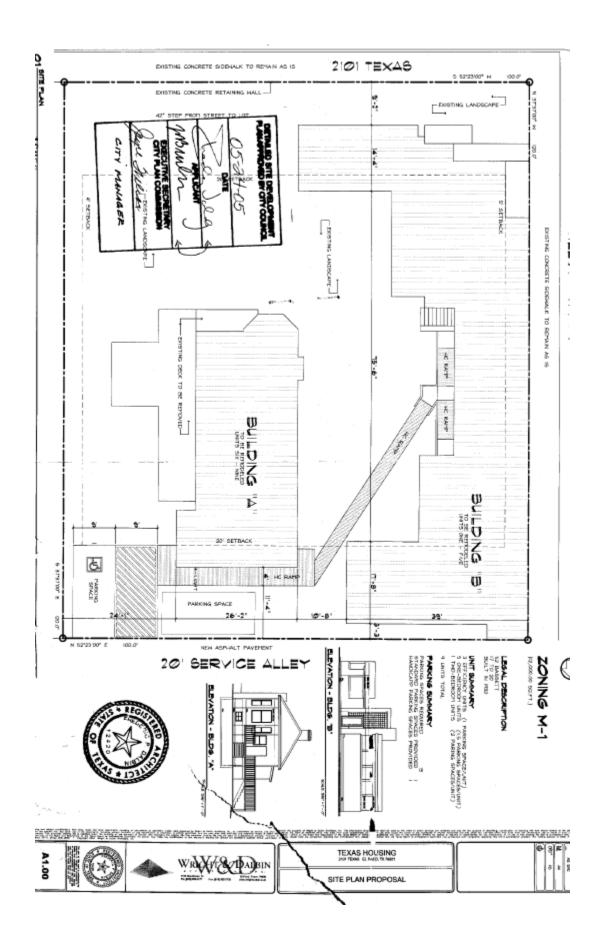
Public, State of Texas

Dec No. 11308/Planning/ORD-ZON05-00010/MWAT

ORDINANCE NO. - 16058

Special Permit No. ZON05-00010

3





#### Salloum, Andrew M.

From: Hilda Villegas <hildavillegas63@yahoo.com>
Sent: Thursday, September 8, 2022 9:20 AM

To: martin atayde

Cc: Hector M. Enriquez; Cemelli de Aztlan; Salloum, Andrew M.

Subject: Re: 2101 EXAS AVE. - PARKING STUDY

You don't often get email from hildavillegas63@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.

#### Good morning.

I am aware that today is the hearing for the request by Mr. Enriquez to change his property zoning code from apartment to commercial. Being that that strip that he is located in is already zoned commercial we are not opposing that change, as long as any current and future proposal is a smart growth proposal. In reference to the parking reduction, as long as the parking reduction does not cause issues for the residents at Uxmal apartments, the Daycare Rayito del Sol, located right across and any other residents in the surrounding area, we do not oppose.

We sat down with Mr. Enriquez and we had a discussion about his plans for a culinary school for the property. We agree that he is on his right to implement. We also discussed our concerns of any further business in the area that interfere with the quality of life of the already existing residents, home owners/renters. Since its a mixed use area we are concern of any potential development that goes against a smart growth. The residents and renters have the same rights as the business/ commercial owners and they should be considered.

We expressed our concerns about any potential beer gardens in his property as well as nuisance created due to any after hour activities and they assured us that their operating hours would not extend beyond 9pm.

In accordance to what we discussed and agreed, we are ok with the parking reduction and the change of zoning to commercial for their property. We also agreed that for any further concerns we would reach out, to discuss. Thank you for your attention, any questions you can reach me at 915-222-1977

Hilda Villegas

President of Familias Unidas del Chamizal

On Thursday, September 1, 2022 at 12:37:36 PM MDT, martin atayde <atayde65@yahoo.com> wrote:

#### Hola Hilda.

Me llamo el Sr. Enriquez y me dijo que el proximo Martes 6 de Septiembre a las 10:00 am nos vemos en sus oficinas, disculpe el anterior e-mail la fecha esta mal, que tenga muy buen dia.

#### Gracias.

Martin Atayde / Hector Enriquez

----- Forwarded Message ----From: martin atayde <atayde85@yahoo.com>
To: Hilda Villegas <hildavillegas63@yahoo.com>

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Sent: Thursday, September 1, 2022 at 12:36:32 PM MDT Subject: Fw: 2101 EXAS AVE. - PARKING STUDY

#### Hola Hilda.

Me llamo el Sr. Enriquez y me dijo que el proximo Martes 6 de Septiembre a las 10:00 am nos vemos en sus oficinas, disculpe el anterior e-mail la fecha esta mal, que tenga muy buen dia.

#### Gracias.

Martin Atayde / Hector Enriquez

----- Forwarded Message -----

From: martin atayde <atayde65@yahoo.com>
To: Hilda Villegas <hildavillegas63@yahoo.com>
Co: Hector M. Enriquez <enriquez@utep.edu>
Sent: Tuesday, August 30, 2022 at 03:45:00 PM MDT
Subject: Re: 2101 EXAS AVE. - PARKING STUDY

Ya le llame al Sr. Enriquez y me confirmo que esta bien para el Martes 6 de Agosto a las 10:00 am, usted diganos en donde desea que tengamos la cita y nosotros llegamos.

Gracias.

#### Martin Atayde.

On Tuesday, August 30, 2022 at 03:31:58 PM MDT, martin atayde <atayde65@yahoo.com> wrote:

#### Hola Hilda.

Creo que no debe de haber ningun problema, dejeme solo lo confirmo con el Sr. Enriquez y se lo hago saber lo mas pronto posible.

Gracias

#### Martin Atayde

On Tuesday, August 30, 2022 at 01:04:18 PM MDT, Hilda Villegas <a href="https://dianolegas63@yahoo.com">https://dianolegas63@yahoo.com</a> wrote:

#### Hola Martin,

nos podemos ver el martes 6 de agosto. Despues de las 10am esta bien. Me avisan donde y si pueden ese dia. Gracias.

On Tuesday, August 30, 2022 at 12:43:55 PM MDT, martin atayde <atayde65@yahoo.com> wrote:

#### Hi Miss. Villegas.

On the next attachment can find an parking study requested by the city of El Paso, the study analyses the subject property and adjacent properties within 300 feet of the subject property. We still waiting for your response about the meeting requested by us last week.

Thanks

Martin Atayde / Hector M. Enriquez

2

#### .. 2101 texas ave. rezone

From: Tony (atayde65@yahoo.com)

To: enriquez@utep.edu

Date: Wednesday, August 31, 2022 at 02:48 PM MDT

#### Sent from my iPhone

Begin forwarded message:

From: encinas@dacedace.com

Date: August 31, 2022 at 11:20:25 AM MDT To: martin atayde <atayde65@yahoo.com> Subject: RE: 2101 texas ave. rezone

#### Martin

Per your attached letter, please consider this Email as my approval to your efforts in rezoning 2101 Texas Ave to C4 (Commercial). I hope the best of luck for you, may your business do well.

Good luck,

#### Orlando Encinas

Manufacturing LLC 1731 Myrtle Ave Ste. B El Paso TX. 79901 915-256-7427

From: martin atayde [mailto:atayde65@yahoo.com]

Sent: Tuesday, August 30, 2022 8:02 PM

To: encinas@dacedace.com Subject: 2101 texas ave.

Hi Mr. Encinas.

Today I pass to your office and I gave you a little explanation about this new project at the above reference address.

Do you had the opportunity to review the letter I show you earlier at your office?.

The attached document is the same letter I show you before.

Thanks.

Martin Atayde 915-490-7873 atayde65@yahoo.com

1/2

PZRZ22-00020 18 September 8, 2022

1/1



To Whom it may concern:

Address: 2101 Texas Ave., El Paso TX 79901

Legal Description: 52 Basset 17 to 20

Application Type: Rezoning and Special Permit

Please allow this letter to have the El Paso Central Business Association (CBA) acknowledge and support this zoning change request.

The purpose of this letter serves as a REZONING REQUEST/SPECIAL PERMIT for 2101 Texas Ave., from zone A3 (apartments) to zone C4 (commercial). The intentions are to build a BUSINESS (vocational school) in culinary, with our approval without any inconvenience we would wish to allow them to proceed with rezoning approval. According to studies conducted, there will be no negative impact in the neighboring areas with the changes requested (the surrounding areas are currently M-1 and C-4.

Thank you,

Tanny Berg

The El Paso Central Business Association (CBA)

EL PASO CENTRAL BUSINESS ASSOCIATION | PO Box 96 | EL PASO, TX 79941 | 915.235.2022

#### **Legislation Text**

File #: 22-1217, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 8**

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

#### AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST22-00011, to allow for Infill Development with a reduction in rear yard setback and side street yard setback and 100% parking reduction on the property described as Lots 17 to 20, Block 52, Bassett, 2101 Texas Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development and 20.14.070 Parking Reduction 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: 2101 Texas Avenue

Applicant: D & H Enrique Properties, LLC., PZST22-00011

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

AGENDA DATE: September 27, 2022
PUBLIC HEARING DATE: October 25, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Andrew Salloum, (915) 212-1603

**DISTRICT(S) AFFECTED**: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### **SUBJECT:**

An Ordinance granting Special Permit No. PZST22-00011, to allow for Infill Development with a reduction in rear yard setback and side street yard setback and 100% parking reduction on the property described as Lots 17 to 20, Block 52, Bassett, 2101 Texas Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development and 20.14.070 Parking Reduction 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: 2101 Texas Avenue

Applicant: D & H Enrique Properties, LLC. - PZST22-00011

#### **BACKGROUND / DISCUSSION:**

The applicant is requesting a special permit to allow for an infill development with rear and side street setback reductions and 100% parking reduction for offices and vocational school in C-4 (Commercial) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit. The City Plan Commission (CPC) recommended 5-0 to approve the proposed special permit on September 8, 2022. The Planning Division received one phone call in opposition to the request from the public on August 25, 2022. Initially, two speakers from neighborhood associations spoke in opposition at the August 25, 2022, CPC meeting. On September 6, 2022, the applicants had a meeting with neighborhood associations to address their concerns with the request. Subsequently, the neighborhood associations have no opposition to the request at the September 8, 2022 CPC meeting. As of September 19, 2022, the Planning Division has received four letters via email in support of the request. See attached staff report for additional information.

## 

ORDINANCE NO.	
-	

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST22-00011, TO ALLOW FOR INFILL DEVELOPMENT WITH A REDUCTION IN REAR YARD SETBACK AND SIDE STREET YARD SETBACK AND 100% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 17 TO 20, BLOCK 52, BASSETT, 2101 TEXAS AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT AND 20.14.070 PARKING REDUCTION OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, D & H Enrique Properties, LLC., have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a reduction in rear yard setback and side street yard setback and Section 20.14.070 for 100% parking reduction; and,

**WHEREAS,** a report was made to the City Plan Commission and a public hearing was held regarding such application; and,

**WHEREAS,** the City Plan Commission has recommended approval of the subject Special Permit; and,

**WHEREAS,** the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

**WHEREAS,** the City Council of the City of El Paso finds that the application conforms to all requirements of Sections 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a C-4 (Commercial) Zone District:

Lots 17 to 20, Block 52, Bassett, 2101 Texas Avenue, City of El Paso, El Paso County, Texas, City of El Paso, El Paso County, Texas and as more particularly described by metes and bounds on the attached Exhibit "A"; and,

- 2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a reduction in rear yard setback and side street yard setback and 100% parking reduction; and,
- 3. That this Special Permit is issued subject to the development standards in the C-4 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,

- 4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST22-00011 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
- 5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

ADOPTED this	day of	, 2022.
		THE CITY OF EL PASO:
		Oscar Leeser
ATTEST:		Mayor
Laura D. Prine City Clerk		
Annover as to ropu		A PARAMERA A GEO CONTENT
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:  Philip (Tiwe)
Russell T. Abeln		Philip Ctiwe Philip F. Etiwe, Director
Assistant City Attorney		Planning & Inspections Department

#### **AGREEMENT**

D & H Enrique Properties, LLC., referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the C-4 (Commercial) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 12 day of September . 2022.

D & H Enrique Properties. LLC.:

By: Hector M Enrique 2 / Orector (name/title)

#### ACKNOWLEDGMENT

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument is acknowledged before me on this \\_\text{Z} \\_ day of

September . 2022. by Hector H Enrique Properties.

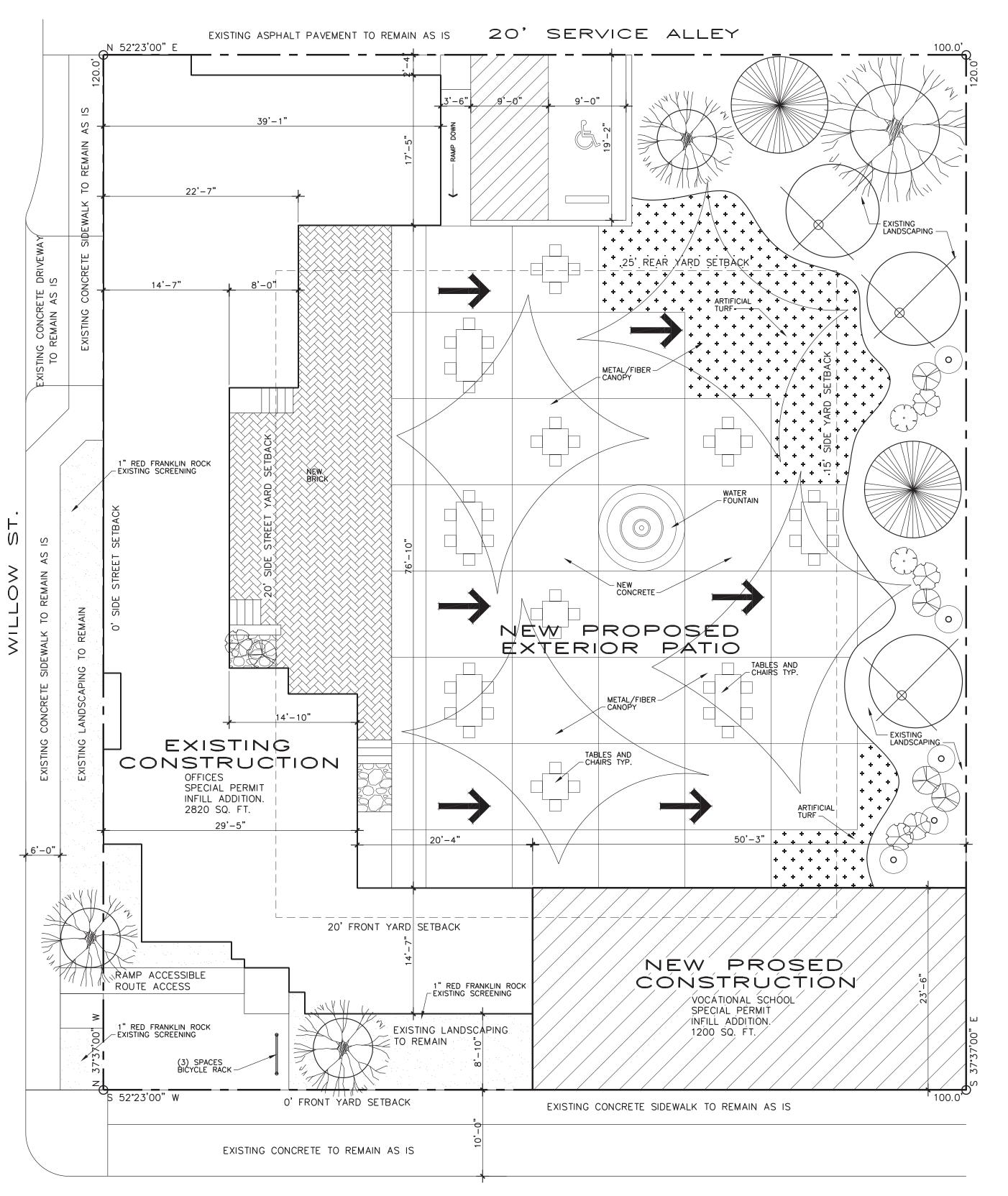
LLC., as Owner.

My Commission Expires: 06/23/26

JOSHUA BERNAL Notary Public, State of Texas Notary ID#: 13382576-1 My Commission Expires 06-23-2026 Notary Public. State of Texas

Notary's Printed or Typed Name:

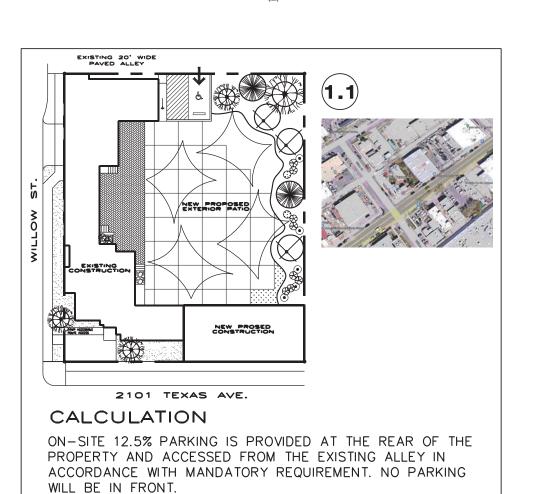
Joshua Bernal

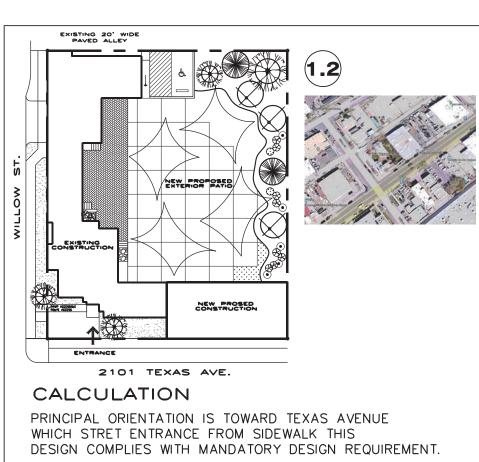


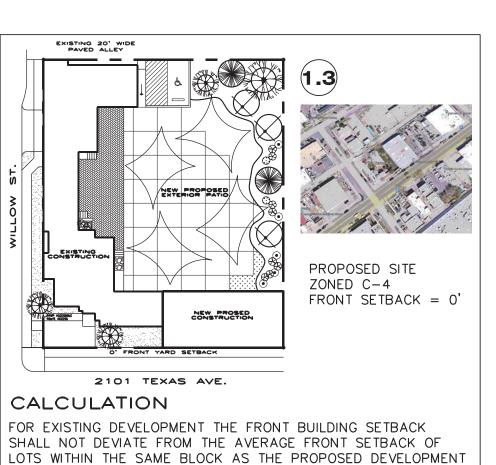
2101 TEXAS AVE.

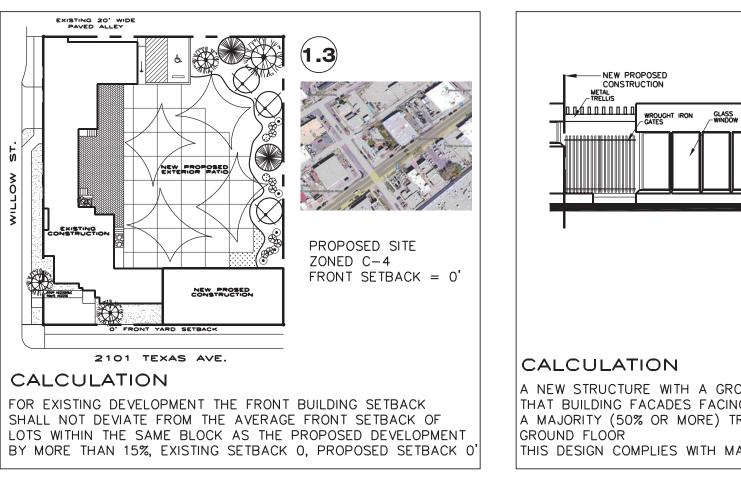
# DETAILED SITE DEVELOPMENT PLAN.

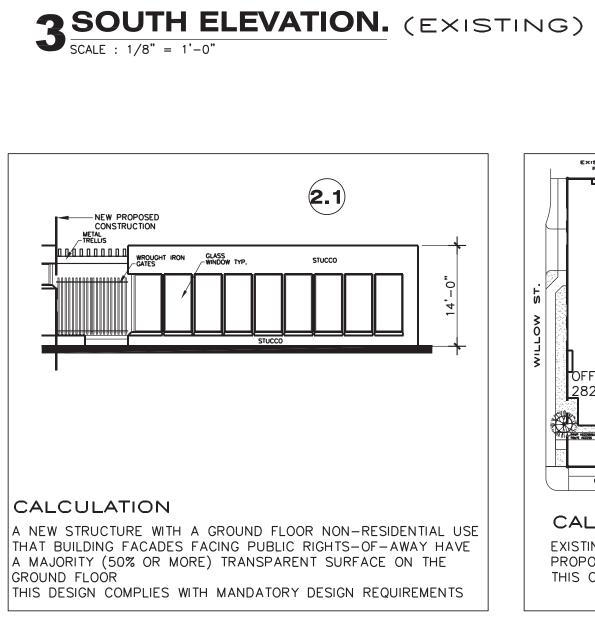
LEGAL DESCRIPTION: 52 BASSET 17 TO 20, (12,000 SQ.FT.)











CODE SURVEY IBC-2015

BUILDING CLASIFICATION 1,200 S.F. (VOCATIONAL SCHOOL)

2,800/100

1,200/100

TOTAL

REQUIRED LANDSCAPE \_\_\_\_\_ (TOTAL LOT S.F.)-(FOOTAGE BUILDINGS)x15%

TOTAL LANDSCAPE

STUCCO

STUCCO

STUCCO

STUCCO

GLASS WINDOW TYP

CONSTRUCTION

GLASS -WINDOW TYP.

REQUIRED LANDSCAPE (100'x120')-(3,999)x15 % = 1,200 S.F.

28 PERSONS

12 PERSONS

2 PROVIDED

STUCCO GLASS

= 2,363 S.F.

= 656 S.F.

= 3,019 S.F.

GLASS WINDOW -

NEW PROPOSED

CONSTRUCTION

STUCCO

**40 OCCUPANTS** 

BUILDING CLASIFICATION 2,800 S.F. (OFFICES)

CONSTRUCTION TYPE

FIRE EXTINGUISHERS: PER NFPA CODE 1/3000 SF =

EXISTING LANDSCAPE\_\_\_\_\_

∠8" PULL-OUT

2 WEST ELEVATION. (EXISTING)
SCALE: 1/8" = 1'-0"

3 SOUTH ELEVATION. (EXISTING)
SCALE: 1/8" = 1'-0"

PROPOSED LANDSCAPE\_\_\_\_\_

LANDSCAPE CALCULATIONS

V-B, ONE STORY, NON SPLINKLED

VOCATIONAL SCHOOL-BUSINESS

1 AT VOCATIONAL SCHOOL

OCCUPANT LOAD

ZONING

OFFICE-BUSINESS

1 AT OFFICES

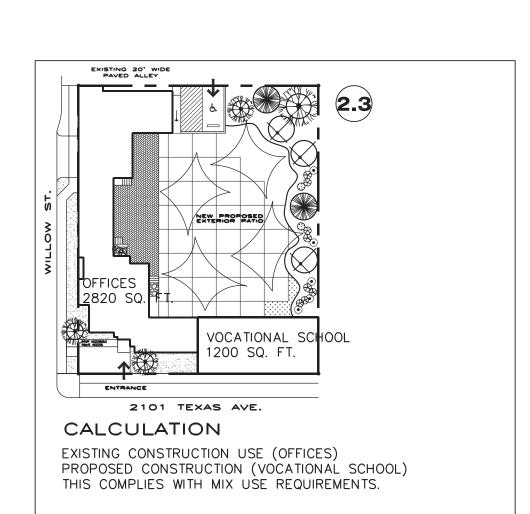
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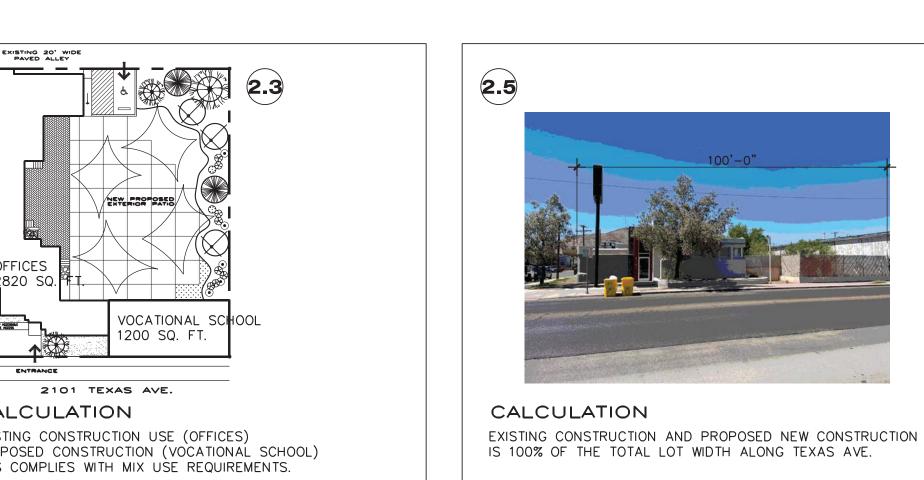
STUCCO

STUCCO

TYPE 2 A 10 B C

C-4





PARKING REQUIREMENTS

2,800 S.F. / 576 = 5 SPACES

1,200 S.F./475 = 3 SPACES

MINIMUM FRONT SET BACK = 0

MINIMUM REAR SET BACK = 10

MINIMUM SIDE SET BACK = 0'

NOTE\_SPECIAL INFILL DEVELOPMENT:

PLANNING & INSPECTIONS DEPARTMENT

PLANNING DIVISION DETAILED SITE DEVELOPMENT PLAN

REAR SETBACK PROPOSED TO O' AND SIDE STREET SETBACK PROPOSED O'

Seven meth

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

- NEW PROPOSED

CONSTRUCTION

STUCCO

4 SOUTH ELEVATION. (PROPOSED ELEVATION)

4 SOUTH ELEVATION. (PROPOSED ELEVATION)

8 SPACES

PROPOSED SET BACK

STUCCO

STUCCO

STUCCO

STUCCO

STUCCO

GLASS WINDOW

ZONED C-4 RELATED TO PZRZ22-00020

MINIMUM SIDE STREET SET BACK = 10'

OFFICE-BUSINESS

ZONED A-3

VOCATIONAL SCHOOL-BUSINESS

TOTAL PARKING SPACES REQUIRED

SUBJECT SITE

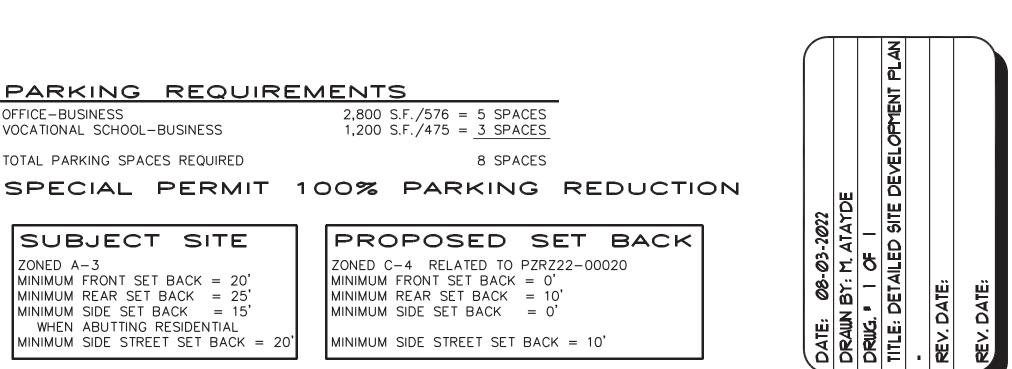
MINIMUM FRONT SET BACK = 20'

MINIMUM REAR SET BACK = 25'

MINIMUM SIDE SET BACK = 15'

WHEN ABUTTING RESIDENTIAL

MINIMUM SIDE STREET SET BACK = 20'



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ONZ

### 2101 Texas Avenue

City Plan Commission — September 8, 2022 <mark>(REVISED)</mark>

CASE NUMBER: PZST22-00011

CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov

**PROPERTY OWNER:** D&H Enrique Properties, LLC

**REPRESENTATIVE:** Martin Atayde

LOCATION: 2101 Texas Avenue (District 8)

**PROPERTY AREA:** 0.275 acres **EXISTING ZONING:** R-5 (Residential)

**REQUEST:** Special Permit to allow for an infill development and 100% parking

reduction for offices and vocational school in C-4 (Commercial)

zone district

**RELATED APPLICATIONS:** Rezoning – PZRZ22-00020

**PUBLIC INPUT:** As of September 1, 2022, staff received phone call in opposition.

Two speakers from Neighborhood Associations spoke in opposition at the August 25, 2022, CPC. As of September 8, staff received four

letters via email in support of the request.

**SUMMARY OF REQUEST:** The applicant is requesting a special permit to allow for an infill development with rear and side street setback reductions and 100% parking reduction for offices and vocational school in C-4 (Commercial) zone district in accordance with the El Paso City Code Section 20.04.320 Special Permit.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the special permit request for an infill development in C-4 (Commercial) zone district and parking reduction. The proposal meets all the requirements of El Paso City Code Sections: 20.10.280 – Infill development, 20.14.070 – Parking reductions, 20.04.320 – Special Permit, and 20.04.150 – Detailed Site Development Plan. It is also based on consistency with *Plan El Paso*, the City's adopted Comprehensive Plan.



Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery

**DESCRIPTION OF REQUEST:** The applicant is requesting a special permit for infill development and a detailed site development plan to reduce the rear yard setback and side street yard setback for a mixed use of office and vocational school. The detailed site development plan shows an existing 2,820 square feet office building with a new 1,200 square feet vocational school addition. The applicant is requesting the following setback reductions: from the required 10 feet rear yard setback to 0 foot and the required 10 feet side street yard setback to 0 foot as shown in the table below. The applicant is also requesting a 100% parking reduction. The development requires a minimum of eight (8) parking spaces. The applicant is providing one (1) accessible parking space and three (3) bicycle spaces. A parking study was submitted as required (see Attachment 2), which shows 91 on-street parking spaces within 300 ft. of the subject property. The highest count shows 42 spaces occupied and 49 vacant spaces. On a separate application, the applicant is also requesting to rezone this property from A-3/sp (Apartment/special permit) to C-4 (Commercial) in order to allow for offices and vocational school (Application PZRZ22-00020). Access to the subject property is proposed from Willow Street via the alley. The following table summarizes the request:

Setback: C-4 zone district	Required	Proposed
Front yard setback	0 foot	No change
Rear yard setback	10 feet	0 foot
Side yard setback	10 feet when abutting a	No change
	residential or apartment district	
Side street yard setback	10 feet	0 foot
Cumulative front & rear yard setback	N/A	No change

**PREVIOUS CASE HISTORY:** On August 25, 2022, the City Plan Commission (CPC) voted unanimously to postpone this item so that applicant could meet with the neighborhood and address their concerns related to the rezoning request for C-4 (Commercial) and special permit request for infill development and parking reduction.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EI Paso City		
Code 20.10.280)		
Criteria	Does the Request Comply?	
<b>Location Criteria:</b> An infill development may be located on any parcel of land, which meets at least one of the location criteria.	Yes. The subject property is part of the Bassett Subdivision, which was platted in 1905. This satisfies Mandatory Requirement 20.10.280.B.3 of the El Paso City Code - "Any parcel of land annexed prior to 1955."	
Mandatory Design Requirement 1.1: Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50.070.F5 of the El Paso City Code.	Yes. On-site ADA parking space is provided at the rear of the property and accessed from the existing alley. No parking will be provided in the front.	
Mandatory Design Requirement 1.2: Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The development shows a building where the principal orientation is towards Texas Avenue (main street) and the principal entrance with access from the sidewalk.	
Mandatory Design Requirement 1.3: For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The existing development has zero front yard setback and it shall not deviate from the average front setback of lots within the same block as the development by more than 15%, zero front yard setback.	
<b>Selective Design Requirement 2.1:</b> Any new structure with a ground floor non-residential use shall demonstrate that building facades facing public rights-	Yes. The proposed addition facade will face the main street.	

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EI Paso City		
Code 20.10.280)		
of-way have a majority (50%) or more transparent surface on the ground floor. Transparent surface elements include, but are not limited to, doors and non-opaque windows.		
<b>Selective Design Requirement 2.3:</b> The project shall propose a mix of land use categories as classified in Section 20.08.030.	Yes. The proposed development will be mixed use as offices and vocational school.	
Selective Design Requirement 2.5: The total width of the primary structure shall be greater than or equal to 80% of the total width along the main street. For the purposes of this calculation, any necessary vehicular access driveway shall be subtracted from the lot width.	Yes. The existing and new constructions are 100% of the total lot width along Texas Avenue (main street).	

COMPLIANCE

WITH

SPECIAL

PERMIT

REQUIREMENTS (20.14.070) DEVELOPMENT: Up to 100% parking reduction for a use involving an existing structure located within an older neighborhood of the City that is proposed through the rehabilitation, alteration or expansion of the existing structure(s). The applicant shall satisfactorily demonstrate compliance with all of the following conditions: Criteria Does the Request Comply? 1. That the structure(s) is located in an older Yes. The subject property lies within the Bassett, neighborhood of the City that has been legally platted in 1905. subdivided and developed for at least thirty years. 2. That the structure(s) does not extend into an area Yes. The building has existed on the property with its within the property which was previously used to current footprint since the 1930s. The development accommodate off-street parking. does not have any off-street parking. 3. That the off-street parking required for the proposed Yes. The subject property is entirely occupied by use of the structure(s) cannot be reasonably existing, new structures, new patio, and new accommodated on the property due to the building landscaping. It is not possible to accommodate the coverage, whether due to the existing structure or due parking needed to serve the uses on-site. to a proposed expansion of the existing structure. 4. That no vacant areas exist within three hundred feet Yes. The property owner does not own any parcels of the property where the proposed use is to be located within 300 feet that can accommodate the necessary that can be reasonably developed to accommodate the off-street parking. off-street parking requirements.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)		
Criteria	Does the Request Comply?	
1. The proposed development complies, except to the	Yes. The existing building has a rear yard setback of 0	
extent waived, varied or modified pursuant to the	foot and a side street setback of 0 foot. A 10-foot rear	
provisions of this title, with all of the standards and	setback and 10-foot side street setback are required in	
conditions applicable in the zoning district in which it is	the C-4 (Commercial) district. This special permit	
proposed to be located.	request includes a 100% parking reduction. The	

**EXISTING** 

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)		
	proposed redevelopment complies with all other applicable zoning requirements.	
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The proposed redevelopment will reuse existing building and is in keeping with best planning practices and the recommendations of <i>Plan El Paso</i> .	
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property directly abuts Texas Avenue and Willow Street, a major arterial and a local street, respectively. No reviewing departments had adverse comments, and the existing infrastructure is deemed appropriate to support the proposed use. The subject property is situated within 1,000 feet of a mass transit route.	
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	No environmental problems currently existing or are anticipated from the approval of the proposed special permit and detailed site development plan. Adequate stormwater management is demonstrated, and no departments had adverse comments.	
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.	
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The redevelopment will comply with landscaping ordinance requirements.	
7. The proposed development is compatible with adjacent structures and uses.	Yes. The subject property is located within an established neighborhood in the core of the City. The surrounding area features a variety of uses. The existing building on the subject property was built at the same time as most of the surrounding development and blends in well with the urban fabric of the neighborhood.	
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed redevelopment is similar in intensity and scale to surrounding development.	

#### COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with Plan El Paso, consider the following factors: Does the Request Comply? Criteria Future Land Use Map: Proposed zone change is Yes, the subject property and the proposed compatible with the Future Land Use designation for developments meet the intent of the G-2 Post-War the property: Future Land Use designation. The proposed G-2, Traditional Neighborhood: This sector redevelopment contributes additional commercial to includes the remainder of Central El Paso as it the area and integrates a neighborhood appropriate existing through World War II. Blocks are small and scale. The mixed-use proposal, reduced setbacks, and usually have rear alleys; buildings directly faced parking relief mimics SmartCode development. streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan. Compatibility with Surroundings: The proposed use is Yes. All proposed uses are permitted by right within the compatible with those surrounding the site: C-4 (Commercial) District. The proposed special permit request will allow for a redevelopment project that C-4 (Commercial) District: The purpose of this meets the intent of the district. The subject property is district is to provide for locations for the most located within an established commercial intensive commercial uses intended to serve the neighborhood in the core of the City. The proposed entire city. It is intended that the district redevelopment maintains the pedestrian-oriented, accessible, mixed use character of that neighborhood. regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE **FOLLOWING FACTORS:** Historic District or Special Designations & Study Area The proposed development is not within any historic Plans: Any historic district or other special designations districts or study area plan boundaries. that may be applicable. Any adopted small areas plans, including land-use maps in those plans. Potential Adverse Effects: Potential adverse effects The proposed development is not anticipated to pose that might be caused by approval or denial of the any adverse effects on the community. requested rezoning. Natural Environment: Anticipated effects on the Subject property does not involve greenfield, natural environment. environmentally sensitive land, or arroyo disturbance. The area is stable and the proposed development is **Stability:** Whether the area is stable or in transition. compatible with the existing C-4 (Commercial) and M-1 (Light Manufacturing) zoning and uses of the surrounding properties.

## COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:

**Socioeconomic & Physical Conditions**: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.

The proposed development is within an older, stable area of the city. The established neighborhood is comprised of offices, academies, and general retail sales and services.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Texas Avenue and Willow Street which are designated as a major arterial and local street, respectively, as per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to serve the proposed development. The subject property is situated within 1,000 feet of a mass transit route. Access is proposed from Willow Street via the alley.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No objections to proposed special permit request. There were no adverse comments received from the reviewing departments. The applicant is responsible for obtaining all applicable permits and approvals prior to construction.

**PUBLIC COMMENT:** The subject property lies within the boundaries of El Paso Central Business Association, Familias Unidas del Chamizal, Texas and Myrtle Ave. Business District Association, and Sunrise Civic Group which were notified of the special permit application. Public notices were mailed to property owners within 300 feet of the subject property on August 11, 2022. On September 6, 2022, the applicants had a meeting with neighborhood associations to address their concerns with the request. The neighborhood associations have no opposition to the request. As of September 8, 2022, staff received four letters via email in support of the request.

**RELATED APPLICATIONS:** Rezoning – PZRZ22-00020, the applicant is also requesting to rezone from A-3/sp (Apartment/special permit) to C-4 (Commercial) in order to allow for offices and vocational school.

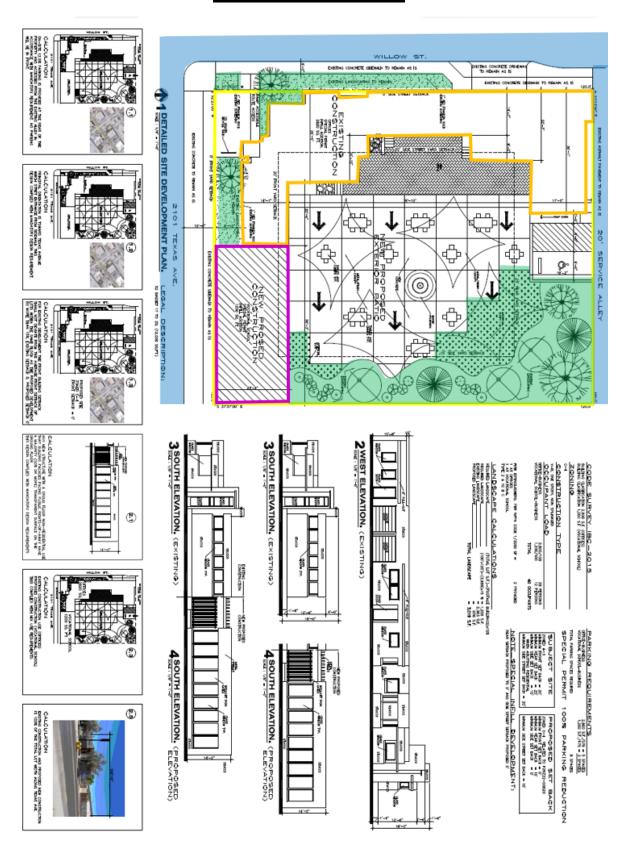
#### **CITY PLAN COMMISSION OPTIONS:**

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
- 2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
- 3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

#### **ATTACHMENTS:**

- 1. Detailed Site Development Plan
- 2. Parking Study
- 3. Zoning Map
- 4. Department Comments
- 5. Neighborhood Notification Boundary Map
- 6. Letters via email in support



LEGAL DESCRIPTION:

52 BASSET 17 TO 20. (12.000 SOFT)

OFFSTREET PARKING:
ALL AJACEM PROPERIES WITHIN 300 FETT OF THE

SUBJECT PROPERIES.

2 1 O 1 TEXAS AVE.

SPECIAL PERMIT PARKING SALERVEY
MAY 4. 2022.

TEXAS AVE. EXISTING PARKING SPACES: 52 UNITS

WILLOW ST. EXISTING PARKING SPACES: 91 UNITS

TOTAL EXISTING PARKING UNITS: 31 UNITS

10704 MIN USE PARKING UNITS: 31 UNITS

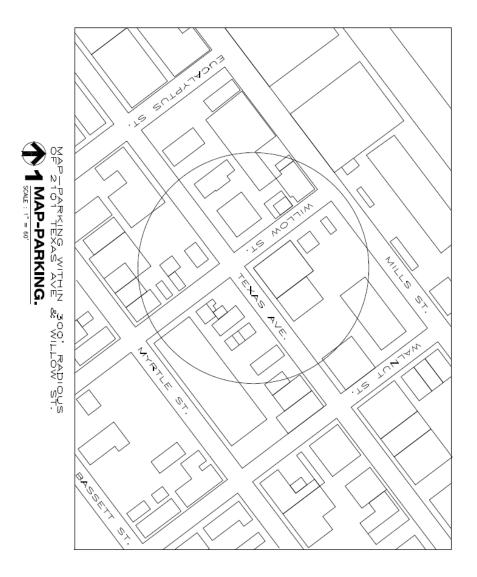
1:00 AM IN USE PARKING UNITS: 33 UNITS

1:00 AM IN USE PARKING UNITS: 42 UNITS

1:00 PM IN USE PARKING UNITS: 42 UNITS

1:00 PM IN USE PARKING UNITS: 43 UNITS

1:00 PM IN USE PARKING UNITS: 21 UNITS





#### <u>Planning and Inspections Department - Planning Division</u>

Staff recommends approval of the special permit request for an infill development in C-4 (Commercial) zone district and parking reduction. The proposal meets all the requirements of 20.10.280 Infill development, 20.14.070 Parking reductions, 20.04.320 Special Permit, and 20.04.150 Detailed Site Development Plan. It is also based on consistency with Plan El Paso, the City's adopted Comprehensive Plan.

#### <u>Planning and Inspections Department – Plan Review & Landscaping Division</u>

No objections to special permit and detailed site development plan.

Note: At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

#### Planning and Inspections Department - Land Development

- 1. Show existing 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. The code encourages the use of nonstructural storm water management such as the preservation of greenspace, rainwater harvesting within parkways, landscaped areas, and other conservation efforts, to the maximum extent practicable.

Note: Stormwater drainage has been verified. Rainwater harvesting is recommended at time of development.

Note: the comments have been addressed as shown on the site plan.

#### **Fire Department**

Recommend approval. No adverse comments.

#### **Police Department**

No comments received.

#### **Environment Services**

No adverse comments.

#### **Streets and Maintenance Department**

The Streets and Maintenance Department has no objections for this application.

#### **Texas Department of Transportation**

Please have the requestor submit to ELP\_Access@txdot.gov for grading and drainage review of the proposed plans.

Note: the applicants will coordinate with TxDOT at time of building permit stage.

#### Sun Metro

Please be advised that the vehicle entrance to your property located at 2101 Texas Ave., is situated within 1,000 feet of a mass transit route. Specifically, 5 Points Circulator, Alameda Brio, DCT Via Alameda, Gov't. District via Lakeside, and Valle Verde via North Loop.

#### El Paso Water

EPWater does not object to this request.

#### Water:

There is an existing 6-inch diameter water main that extends along the east side of Willow St. This main is available for service.

There is an existing 4-inch diameter water main that extends along the north side of the alley north of Texas Ave. This main is available for service.

EPWater records indicate an active 1½-inch domestic water meter serving the subject property. The service address for this meter is 2103 Texas Ave.

Previous water pressure from fire hydrant #3123 located at the northeast corner of Texas Ave. and Willow St. has yielded a static pressure of 84 (psi), a residual pressure of 78 (psi) and a discharge of 1404 gallons per minute (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The 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 that extends along the alley north of Texas Ave. This main is available for service.

#### General:

An application for additional water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

#### **Stormwater Engineering**

EPWater-SW has no objections to this proposal.

#### **El Paso County 911 District**

The 911 District has no comments or concerns regarding this zoning/special permit.

#### El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1.



#### Salloum, Andrew M.

From: Hilda Villegas <hildavillegas63@yahoo.com>
Sent: Thursday, September 8, 2022 9:20 AM

To: martin atayde

Cc: Hector M. Enriquez; Cemelli de Aztlan; Salloum, Andrew M.

Subject: Re: 2101 EXAS AVE. - PARKING STUDY

You don't often get email from hildavillegas63@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.

#### Good morning.

I am aware that today is the hearing for the request by Mr. Enriquez to change his property zoning code from apartment to commercial. Being that that strip that he is located in is already zoned commercial we are not opposing that change, as long as any current and future proposal is a smart growth proposal. In reference to the parking reduction, as long as the parking reduction does not cause issues for the residents at Uxmal apartments, the Daycare Rayito del Sol, located right across and any other residents in the surrounding area, we do not oppose.

We sat down with Mr. Enriquez and we had a discussion about his plans for a culinary school for the property. We agree that he is on his right to implement. We also discussed our concerns of any further business in the area that interfere with the quality of life of the already existing residents, home owners/renters. Since its a mixed use area we are concern of any potential development that goes against a smart growth. The residents and renters have the same rights as the business/ commercial owners and they should be considered.

We expressed our concerns about any potential beer gardens in his property as well as nuisance created due to any after hour activities and they assured us that their operating hours would not extend beyond 9pm.

In accordance to what we discussed and agreed, we are ok with the parking reduction and the change of zoning to commercial for their property. We also agreed that for any further concerns we would reach out, to discuss. Thank you for your attention, any questions you can reach me at 915-222-1977

#### Hilda Villegas

President of Familias Unidas del Chamizal

On Thursday, September 1, 2022 at 12:37:36 PM MDT, martin atayde <atayde65@yahoo.com> wrote:

#### Hola Hilda.

Me llamo el Sr. Enriquez y me dijo que el proximo Martes 6 de Septiembre a las 10:00 am nos vemos en sus oficinas, disculpe el anterior e-mail la fecha esta mal, que tenga muy buen dia.

#### Gracias.

Martin Atayde / Hector Enriquez

----- Forwarded Message ----From: martin atayde <atayde85@yahoo.com>
To: Hilda Villegas <hildavillegas63@yahoo.com>

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Sent: Thursday, September 1, 2022 at 12:36:32 PM MDT Subject: Fw: 2101 EXAS AVE. - PARKING STUDY

#### Hola Hilda.

Me llamo el Sr. Enriquez y me dijo que el proximo Martes 6 de Septiembre a las 10:00 am nos vemos en sus oficinas, disculpe el anterior e-mail la fecha esta mal, que tenga muy buen dia.

#### Gracias.

Martin Atayde / Hector Enriquez

---- Forwarded Message -----

From: martin atayde <atayde65@yahoo.com>
To: Hilda Villegas <hildavillegas63@yahoo.com>
Co: Hector M. Enriquez <enriquez@utep.edu>
Sent: Tuesday, August 30, 2022 at 03:45:00 PM MDT
Subject: Re: 2101 EXAS AVE. - PARKING STUDY

Ya le llame al Sr. Enriquez y me confirmo que esta bien para el Martes 6 de Agosto a las 10:00 am, usted diganos en donde desea que tengamos la cita y nosotros llegamos.

Gracias.

#### Martin Atayde.

On Tuesday, August 30, 2022 at 03:31:58 PM MDT, martin atayde <atayde65@yahoo.com> wrote:

#### Hola Hilda.

Creo que no debe de haber ningun problema, dejeme solo lo confirmo con el Sr. Enriquez y se lo hago saber lo mas pronto posible.

Gracias

#### Martin Atayde

On Tuesday, August 30, 2022 at 01:04:18 PM MDT, Hilda Villegas <a href="https://diabet.ncb///hildavillegas63@yahoo.com">https://diabet.ncb///hildavillegas63@yahoo.com</a> wrote:

#### Hola Martin,

nos podemos ver el martes 6 de agosto. Despues de las 10am esta bien. Me avisan donde y si pueden ese dia. Gracias.

On Tuesday, August 30, 2022 at 12:43:55 PM MDT, martin atayde <atayde65@yahoo.com> wrote:

#### Hi Miss. Villegas.

On the next attachment can find an parking study requested by the city of El Paso, the study analyses the subject property and adjacent properties within 300 feet of the subject property. We still waiting for your response about the meeting requested by us last week.

Thanks

Martin Atayde / Hector M. Enriquez

2

#### .. 2101 texas ave. rezone

From: Tony (atayde65@yahoo.com)

To: enriquez@utep.edu

Date: Wednesday, August 31, 2022 at 02:48 PM MDT

#### Sent from my iPhone

Begin forwarded message:

From: encinas@dacedace.com

Date: August 31, 2022 at 11:20:25 AM MDT To: martin atayde <atayde65@yahoo.com> Subject: RE: 2101 texas ave. rezone

#### Martin

Per your attached letter, please consider this Email as my approval to your efforts in rezoning 2101 Texas Ave to C4 (Commercial). I hope the best of luck for you, may your business do well.

Good luck,

#### Orlando Encinas

Manufacturing LLC 1731 Myrtle Ave Ste. B El Paso TX. 79901 915-256-7427

From: martin atayde [mailto:atayde65@yahoo.com]

Sent: Tuesday, August 30, 2022 8:02 PM

To: encinas@dacedace.com Subject: 2101 texas ave.

Hi Mr. Encinas.

Today I pass to your office and I gave you a little explanation about this new project at the above reference address.

Do you had the opportunity to review the letter I show you earlier at your office?.

The attached document is the same letter I show you before.

Thanks.

Martin Atayde 915-490-7873 atayde65@yahoo.com

1/2

1/1



To Whom it may concern:

Address: 2101 Texas Ave., El Paso TX 79901

Legal Description: 52 Basset 17 to 20

Application Type: Rezoning and Special Permit

Please allow this letter to have the El Paso Central Business Association (CBA) acknowledge and support this zoning change request.

The purpose of this letter serves as a REZONING REQUEST/SPECIAL PERMIT for 2101 Texas Ave., from zone A3 (apartments) to zone C4 (commercial). The intentions are to build a BUSINESS (vocational school) in culinary, with our approval without any inconvenience we would wish to allow them to proceed with rezoning approval. According to studies conducted, there will be no negative impact in the neighboring areas with the changes requested (the surrounding areas are currently M-1 and C-4.

Thank you,

Tanny Berg

The El Paso Central Business Association (CBA)

EL PASO CENTRAL BUSINESS ASSOCIATION | PO Box 96 | EL PASO, TX 79941 | 915.235.2022

#### Legislation Text

File #: 22-1225, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 7**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Saul Pina, (915) 212-1612

#### 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 Tract 4, Kilpatrick Subdivision, 8636 North Loop Drive, City of El Paso, El Paso County, Texas from A-2 (Apartment) to C-3 (Commercial) 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.

Subject Property: 8636 North Loop Drive

Applicant: Rojas Pullman Trust, PZRZ22-00018

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

AGENDA DATE: September 27, 2022
PUBLIC HEARING DATE: October 25, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Saul Pina, (915) 212-1612

**DISTRICT(S) AFFECTED**: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### SUBJECT:

An Ordinance changing the zoning of a portion of Tract 4, Kilpatrick Subdivision, 8636 North Loop Drive, City of El Paso, El Paso County, Texas from A-2 (Apartment) to C-3 (Commercial) 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.

Subject Property: 8636 North Loop Drive

Applicant: Rojas Pullman Trust, PZRZ22-00018

#### **BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone from A-2 (Apartment) to C-3 (Commercial) to allow for the proposed use of material sales (building & construction). City Plan Commission recommended 6-0 to approve the proposed rezoning on September 8, 2022. As of September 20, 2022, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT: N/A** 

*******	******RFQI	QUIRED AUTHORIZATION**************	
	11200	ZOINED / COTTION	
DEPARTMENT HEAD:	01.11		

	ORDINANCE N	NO	_	
SUBDIVISION, 863	CHANGING THE ZONI 6 NORTH LOOP DRIVE FMENT) TO C-3 (COMN	E, CITY OF EL PASO	, EL PASO COUNTY,	TEXAS
,	ROVIDED FOR IN CHAI	,,		. INE
NOW THER EL PASO:	REFORE, BE IT ORDAI	NED BY THE CITY	COUNCIL OF THE CI	TY OF
Kilpatrick Subdivision	Section 20.04.360 of the El n, 8636 North Loop Drive,	, located in the City of	El Paso, El Paso County	, Texas,

Kilpatrick Subdivision, 8636 North Loop Drive, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from A-2 (Apartment) to C-3 (Commercial), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased density of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

That the following uses be prohibited on the property:
Automobile (Sales, service, storage, and rental);
Automotive repair garage;
Bus (Sales, service, storage, and rental);
Commercial fueling station;
Light truck (Sales, service, storage, and rental);
Motor vehicle repair, major;
Motor vehicle repair, minor.

Motorcycle (Sales, service, storage, and rental);

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

	ADOPTED this	day of _	, 2022.
			THE CITY OF EL PASO:
ATTEST:			Oscar Leeser Mayor
Laura D. Prine City Clerk			
APPROVED AS TO	FORM:		APPROVED AS TO CONTENT:
Joyce Garcia Assistant City Attorn	ney		Philip Ctiwa Philip F. Etiwe, Director Planning & Inspections Department
ORDINANCE NO.			Zoning Case No: PZRZ22-00018

#### **EXHIBIT "A"**

Prepared For: Ponzio Properties

Date: 08-09-2022

Being a Portion of Tract 4 Kilpatrick Subdivision

City of El Paso, El Paso County, Texas

W.O. # 022021-6

#### METES AND BOUNDS DESCRIPTION

Description of a 1.795-acre parcel of land more or less, being a Portion Tract 4, Kilpatrick Subdivision (Book 13, Page 41, Plat Records, El Paso County, Texas) City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a found TXDOT brass cap monument on the westerly right-of-way of North Loop Drive (AKA State Highway 76, 120-Foot Right-of-Way) from which another TXDOT brass cap monument found on said southwesterly right-of-way bears South 31°48'50" East a distance of 784.11 feet; Thence South 31°48'50" East, along said right-of-way, a distance 246.14 feet to a found MAG nail being the Point of Beginning, said point being on the most northerly boundary corner of Tract 4 Kilpatrick Subdivision and on the westerly right-of-way of North Loop Drive described in Book 2774, Page 1762, Deed Records, El Paso County, Texas;

Thence South 31°48'50" East, continuing along said right-of-way, a distance of 199.45 feet to a 5/8" rebar found on the common boundary line of Tract 4, Kilpatrick Subdivision, and a certain parcel of land described in File Clerk's No. 20090073100, Deed Records, El Paso County Texas;

Thence South 57°37'35" West, along said boundary line, a distance of 438.14 feet to a 5/8" rebar with cap stamped TX 2372 found on the common boundary line of Tract 4, and on the northwesterly boundary line of Mission Valley Elementary School File Clerk's No 20170056325, Plat Records, El Paso County, Texas;

Thence North 52°59'25" West, along said boundary line a distance of 143.02 feet to a 5/8" rebar with cap stamped TX 2372 found on the common boundary line of said Tract 4, and the southerly bondary line of Lot 6, Block 4, Villa Encantado Book 34, Page 7, Plat Records, El Paso County, Texas;

Thence North 50°00'35" East, along said boundary line, a distance of 494.81 feet to the Point of Beginning and containing in all 78,169 square feet or 1.795 acres of land more or less.

CHARLES H. GUTIERREZ R.P.L.S. 55

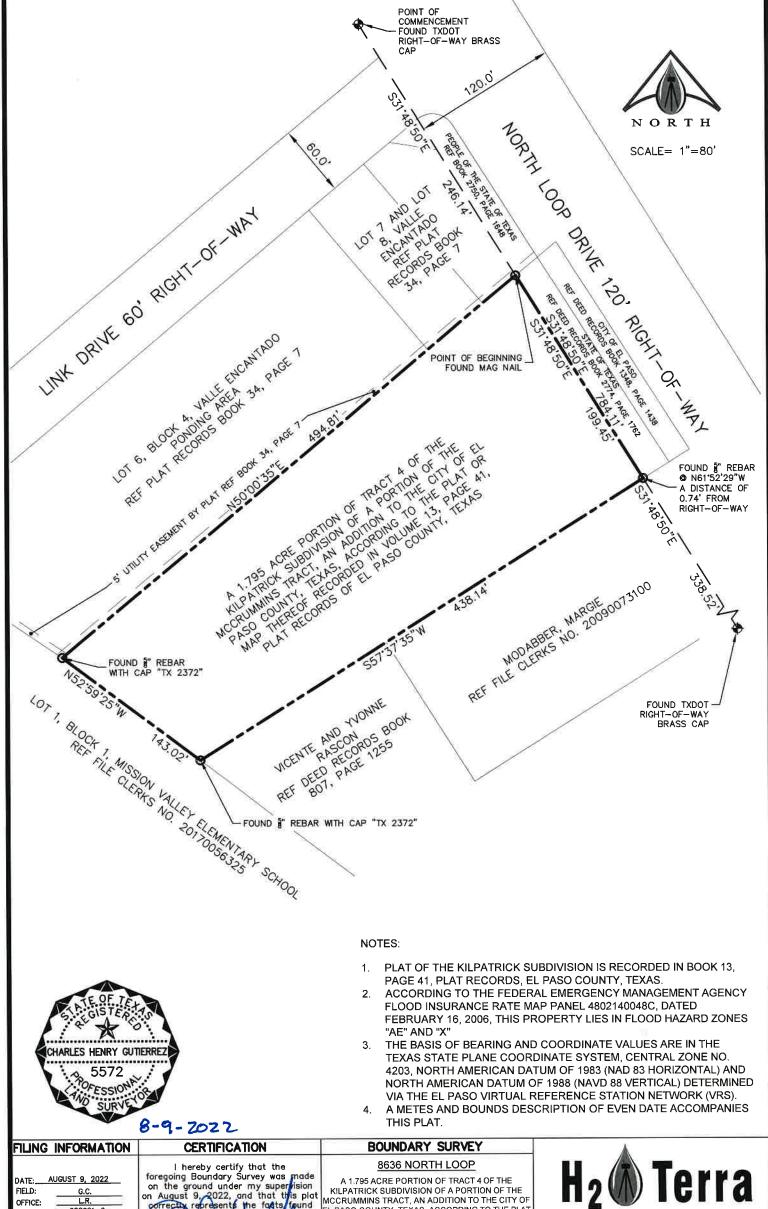
Н2О-Тегга

Page 1 of 2

#### NOTES:

- 1. BASIS OF BEARINGS AND COORDINATE VALUES IS IN THE TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE NO. 4203 NORTH AMERICAN DATUM OF 1983 (NAD 83 HORIZONTAL) AND (NAVD 1988 VERTICAL) DETERMINED VIA THE EL PASO VIRTUAL REFERENCE STATION (VRS) NETWORK.
- 2. A SURVEY PLAT OF EVEN DATE HERE WITH ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

Page 2 of 2



KILPATRICK SUBDIVISION OF A PORTION OF THE MCCRUMMINS TRACT, AN ADDITION TO THE CITY OF G.C. L.R. 022021-6 FIELD: is plat OFFICE: EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 13, PAGE 41, PLAT RECORDS OF EL PASO COUNTY, TEXAS W.O. FILE: SCALE: 8636 NORTH LOOP REVISED: AREA = 78,169 sq.ft. or 1.795 ac ± PREPARED FOR: PONZIO PROPERTIES CHARLES H.GUTIERREZ R.P.L.S. 5572



ENGINEERING. SURVEYING. SOLUTIONS TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700 2020 E. MILLS AVENUE El Paso, TX 79901 FAX: (915) 533-4972 (915) 533-1418

### 8636 North Loop Drive

City Plan Commission — September 8, 2022 - RECONSIDERATION



CASE NUMBER: PZRZ22-00018

CASE MANAGER: Saul Pina, (915) 212-1612, PinaSJ@elpasotexas.gov

**PROPERTY OWNER:** Rojas Pullman Trust

**REPRESENTATIVE:** Jose Hernandez (H2O Terra) **LOCATION:** 8636 North Loop Dr. (District 7)

**PROPERTY AREA:** 1.8 acres

**REQUEST:** Rezone from A-2 (Apartment) to C-3 (Commercial)

**RELATED APPLICATIONS:** None

**PUBLIC INPUT:** None received as of September 1, 2022

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from A-2 (Apartment) to C-3 (Commercial) to allow for the construction of a building to be used as material sales (building & construction). This application is a reconsideration as the applicant did not contacted all the neighborhood associations within the subject property, prior to the previous case hearing on July 28, 2022.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL with a CONDITION** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-3, Post-War future land use designation. The condition is the following:

That the following uses be prohibited on the property:

- Automobile (Sales, service, storage, and rental);
- Automotive repair garage;
- Bus (Sales, service, storage, and rental);
- Commercial fueling station;
- Light truck (Sales, service, storage, and rental);
- Motor vehicle repair, major;
- Motor vehicle repair, minor;
- Motorcycle (Sales, service, storage, and rental)



Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** This application is a reconsideration of a rezoning request previously heard on July 28, 2022. The applicant requested to rezone from A-2 (Apartment) to C-3 (Commercial) to allow for the construction of a building to be used as material sales (building & construction). However, not all neighborhood associations applicable to the subject property were contacted. This new request is to allow the applicant to contact all pertinent neighborhood associations and to present future development within the subject property.

The size of the property is 1.8 acres. The conceptual plan shows a proposed 6,000 square-foot building and on-site ponding located at the rear of the property. Main access to the property is from North Loop Drive.

**PREVIOUS CASE HISTORY:** On July 28, 2022, City Plan Commission (CPC) recommended approval of the rezoning request for the subject property from A-2 (Apartment) to C-3 (Commercial) to allow the subject property to be used for material sales (building & construction). No conditions were considered in the previous request.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent commercial uses and meets the established character of the neighborhood. Properties to the northwest include auto sales, zoned C-3 (Commercial) and a retention pond, zoned R-3 (Residential); properties to the southeast include single family dwellings zoned C-1 (Commercial); properties to the northeast include a barber shop and beauty salon zoned S-D/c (Special Development/conditions) and a single-family dwelling zoned R-F (Ranch and Farm); and properties to the southwest include a school zoned P-R II (Planned Residential). The nearest schools, Mission Valley Elementary School and Del Valle Middle School, are 0.3 miles away and the nearest park, Pueblo Viejo Park, is 1.2 miles away from the subject property.

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with

Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:  G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The proposed development is compatible with the future land use designation. The intent is to provide commercial services and activities available to surrounding residential districts.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:  C-3 (Commercial) District: The purpose of the district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multineighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to	Yes. Surrounding development currently has commercial zoning, which is similar in nature to the proposed rezoning site. These properties have access through North Loop Drive, classified as a Major Arterial on the City of El Paso's Major Thoroughfare Plan (MTP). The proposed development will permit commercial activity not available within the area.

provide for a wide range of types of commercial activity, including light automobile related uses.

## REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:

Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.

Yes. The subject property has access to North Loop Drive, which is designated as a Major Arterial in the City's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development as it facilitates the rapid access to multiple businesses and commercial establishments.

## 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 area plans, including land-use maps in those plans.

None. The property is not located within any historic districts 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. There are no anticipated adverse impacts.

**Natural Environment:** Anticipated effects on the natural environment.

The subject property is located within a flood zone. Because of this, on-site ponding is required.

**Stability:** Whether the area is stable or in transition.

Yes. The area is in transition to commercial uses along North Loop Drive. In the last 10 years, surrounding developments have changed zoning from R-F (Ranch and Farm) to C-1 (Commercial) and other similar commercial zone districts. As a result, commercial activity has grown, facilitating business within the area.

**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:** Primary access is from North Loop Drive, which is classified as a Major Arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for the proposed development. The site can be accessed by multiple means, (vehicle, bus, foot) and will provide additional commercial services to the area.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments were received for the rezoning request from the reviewing departments.

**PUBLIC COMMENT:** The subject property lies within the Save the Valley 21, Mission Valley Civic Association, Corridor 20 Civic Association, and Penrose Neighborhood Associations. The applicant has contacted all four neighborhood associations prior to September 8, 2022 being the new City Plan Commission hearing date

Property owners within 300 feet of the subject property were previously notified of the rezone request on July 14, 2022. On August 25, 2022, new notices were mailed to property owners within 300 feet of the subject property. As of September, 1, 2022, the Planning Division has not received any communication in support or opposition to the rezoning request.

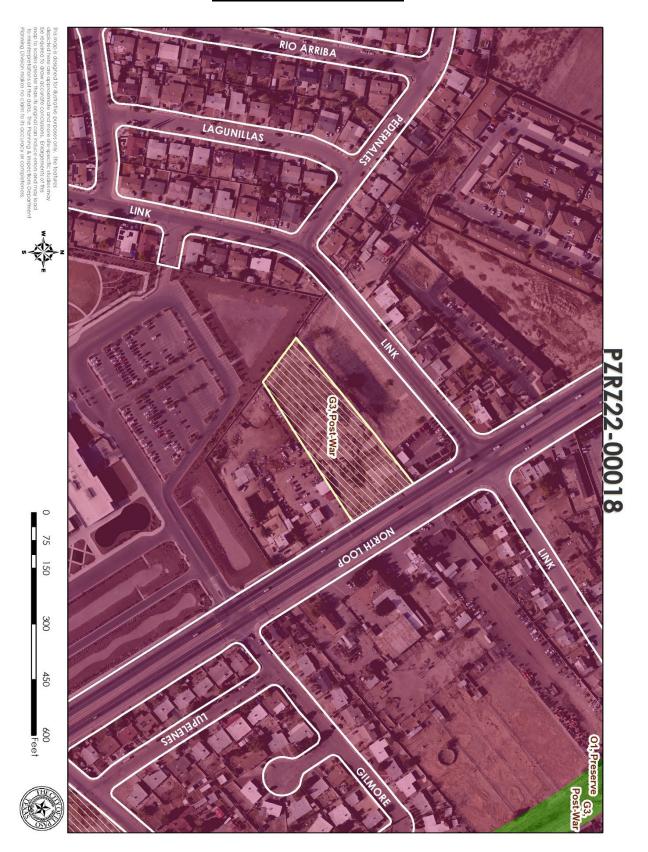
#### **CITY PLAN COMMISSION OPTIONS:**

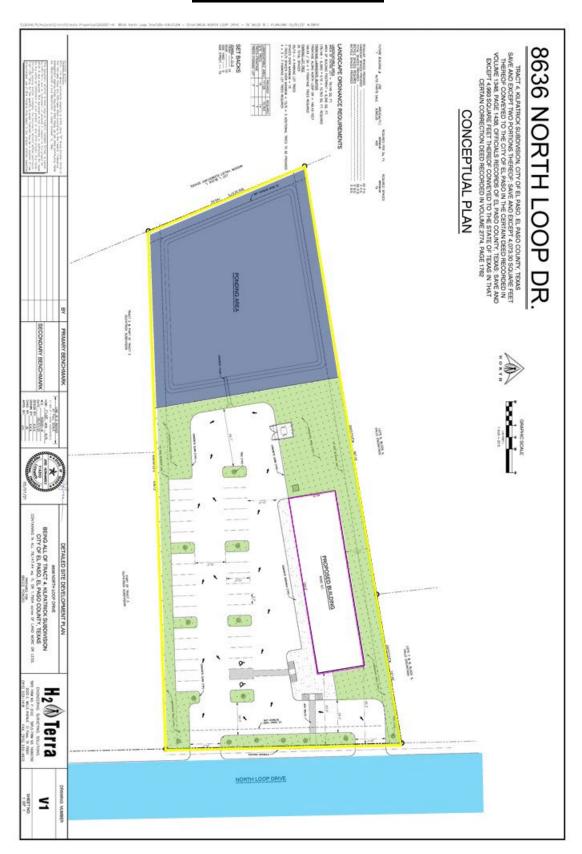
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

- 1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
- 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. Conceptual Site Plan
- 3. Department Comments
- 4. Neighborhood Notification Boundary Map





#### Planning and Inspections Department - Planning Division

Staff recommends approval of the rezoning request with the following condition:

That the following uses be prohibited on the property:

- Automobile (Sales, service, storage, and rental);
- Automotive repair garage;
- Bus (Sales, service, storage, and rental);
- Commercial fueling station;
- Light truck (Sales, service, storage, and rental);
- Motor vehicle repair, major;
- Motor vehicle repair, minor;
- Motorcycle (Sales, service, storage, and rental).

#### <u>Planning and Inspections Department – Plan Review & Landscaping Division</u>

Recommend approval.

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

#### <u>Planning and Inspections Department – Land Development</u>

Recommend approval.

- 1. On site ponding is required in compliance with sections (DSC panel 1-4C-J, 19.19.010A and DDM, 11.1).
- 2. No stormwater runoff shall be allowed to discharge into TXDOT ROW as per TXDOT regulations.
- 3. Add note for FEMA FIRM panel information. Property is currently within flood zones AE & 500-year .2% storm areas.

Note: Comments addressed.

#### Fire Department

Recommend approval.

No adverse comments.

#### **Police Department**

No comments/concerns.

#### **Environment Services**

No comments provided.

#### **Streets and Maintenance Department**

No TIA required.

#### Sun Metro

No comments provided.

#### **El Paso Water**

El Paso Water (EPWU) does not object to this request.

#### Water

There is an existing 12-inch diameter water main that extends along North Loop Dr. approximately 13-feet north of the property. This main is available for service.

Previous water pressure from fire hydrant #3612 located at the intersection of Gilmore Way and North Loop Dr., yield a static pressure of 104 (psi), a residual pressure of 96 (psi), and a discharge of 1,300 gallons per minute. The owner should, for his own protection and at his own expense shall 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 water pressure regulator device.

EPWU records indicate a ¾-inch vacant water service with 8648 North Loop Dr. as the service address.

#### **Sanitary Sewer**

There is an existing 8-inch diameter sanitary sewer main along North Loop Dr., approximately 22 feet north of the subject property. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main along a 15-foot easement west of the and parallel to the property's west boundary line. This main is available for service.

#### General

North Loop Dr. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within North Loop Dr. right-of-way requires written permission from TxDOT.

An application for additional water and sanitary sewer services should be submitted 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3<sup>rd</sup> Floor and on www.epwater.org. 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:

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.

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".

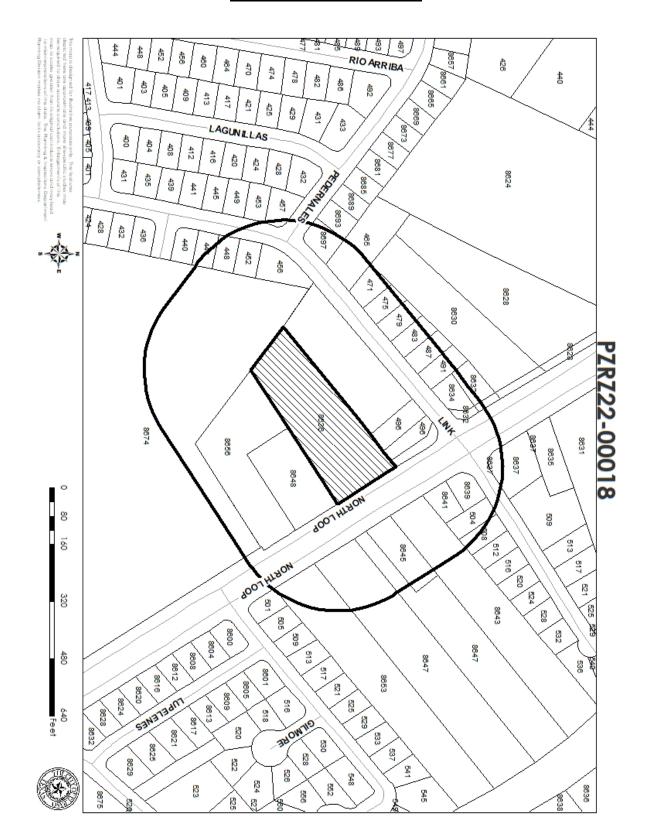
#### **Texas Department of Transportation**

Please submit grading and drainage plans for TxDOT review to this address. If any work is on TXDOT ROW, a permit is required by TXDOT with a traffic control plan.

Note: Coordination with TXDOT will be required prior to any construction.

#### El Paso County Water Improvement District #1

EPCWID1 has no comments on the above-mentioned item.



#### Legislation Text

File #: 22-1230, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 2**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Armida R. Martinez, (915) 212-1605

#### AGENDA LANGUAGE:

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

An Ordinance renewing and extending the Special Privilege License granted to the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Southeast, as owner of the Naval Operations Support Center (NOSC) El Paso, to permit the continued use, maintenance and repair of a surface encroachment of curbing, guttering and security fence over a portion of city right-ofway along Truman Avenue and adjacent to the NOSC El Paso located at 4810 Pollard Street, El Paso, Texas; setting the license term for a term of one (1) year with six (6) additional one (1) year renewal options.

Subject Property: 4810 Pollard

Applicant: United States of America, Department of the Navy, PSPN22-00008

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

AGENDA DATE: September 27, 2022
PUBLIC HEARING DATE: October 11, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Armida R. Martinez, (915) 212-1605

**DISTRICT(S) AFFECTED**: District 2

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.1 Provide business friendly permitting and inspection processes

3.2 Set one standard for infrastructure across the city

#### SUBJECT:

An Ordinance renewing and extending the Special Privilege License granted to the United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Southeast, as owner of the Naval Operations Support Center (NOSC) El Paso, to permit the continued use, maintenance and repair of a surface encroachment of curbing, guttering and security fence over a portion of city right-of-way along Truman Avenue and adjacent to the NOSC El Paso located at 4810 Pollard Street, El Paso, Texas; setting the license term for a term of one (1) year with six (6) additional one (1) year renewal options.

Subject Property: 4810 Pollard

Applicant: United States of America, Department of the Navy, PSPN22-00008

#### **BACKGROUND / DISCUSSION:**

The U.S. Navy requested the renewal of the Special Privilege License Agreement with the City of El Paso in support of the Navy Operational Support Center (NOSC) El Paso. The agreement will continue to permit the placement of a security fence encroaching two and a half (2.5') ft. in width and four hundred twenty (420') ft. in length onto public right-of-way along a portion of Truman Avenue, which has been in existence since 1989.

#### PRIOR COUNCIL ACTION:

September 15,2020 - approval of Ordinance 019096 for the initial license.

#### **AMOUNT AND SOURCE OF FUNDING:**

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

**************************************			
DEPARTMENT HEAD:	Kevin Smith	for Philip Etiwe	

ORDINANCE No.

AN ORDINANCE RENEWING AND EXTENDING THE SPECIAL PRIVILEGE LICENSE GRANTED TO THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE **DEPARTMENT OF** THE NAVY, NAVAL ENGINEERING COMMAND SOUTHEAST, AS OWNER OF THE NAVAL OPERATIONS SUPPORT CENTER (NOSC) EL PASO, TO PERMIT THE CONTINUED USE, MAINTENANCE AND REPAIR OF A SURFACE ENCROACHMENT OF CURBING, GUTTERING AND SECURITY FENCE OVER A PORTION OF CITY RIGHT-OF-WAY ALONG TRUMAN AVENUE AND ADJACENT TO THE NOSC EL PASO LOCATED AT 4810 POLLARD STREET, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF ONE (1) YEAR WITH SIX (6) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS.

WHEREAS, the El Paso City Council approved Ordinance No. 019096 on September 15, 2020, a copy of which is attached as Exhibit "A" which authorized The Department of the Navy, Naval Facilities Engineering Command Southeast use of a portion of right-of-way along Truman Avenue and legally described as Lots 1 through 22, Block 74, Morningside Heights, City of El Paso, El Paso County, Texas to permit the continued use, maintenance and repair of a surface encroachment of a security fence; and

WHEREAS, The Department of the Navy, Naval Facilities Engineering Command Southeast has requested to renew the special privilege license as per the terms in Ordinance No. 019096; and

WHEREAS, on September 28, 2021, El Paso City Council approved Ordinance No. 019238 extending the special privilege license for one year.

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

- 1. That the Department of the Navy, Naval Facilities Engineering Command Southeast is authorized to use a portion of right-of-way along Truman Avenue and legally described as Lots 1 through 22, Block 74, Morningside Heights, City of El Paso, El Paso County, Texas to permit the continued use, maintenance and repair of a surface encroachment of a fence for a period of one year.
- 2. That the Special Privilege shall be subject to all the terms and conditions as specified in Exhibit "A".

(Signatures on the following page)

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:	APPROVED AS TO CONTENT:		
Russel T. Abeln Assistant City Attorney	Kevin Smith for Philip F. Etiwe, Director Planning and Inspections Department		

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ORDINANCE NO. 019096

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY, NAVAL FACILITIES ENGINEERING COMMAND SOUTHEAST, AS OWNER OF THE NAVAL OPERATIONS SUPPORT CENTER (NOSC) EL PASO, TO PERMIT THE CONTINUED USE, MAINTENANCE AND REPAIR OF A SURFACE ENCROACHMENT OF CURBING, GUTTERING AND A SECURITY FENCE OVER A PORTION OF CITY RIGHT-OF-WAY ALONG TRUMAN AVENUE AND ADJACENT TO THE NOSC EL PASO LOCATED AT 4810 POLLARD STREET, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF ONE (1) YEAR WITH EIGHT (8) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS.

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

#### SECTION 1. DESCRIPTION

The City of El Paso (hereinaster called "City") hereby grants a Special Privilege License (hereinaster called "License") to The United States of America, acting by and through the Department of the Navy, Naval Facilities Engineering Command Southeast (hereinaster referred to as the "Grantee"), to permit the continued use, maintenance and repair of a surface encroachment of a sence (hereinaster also referred to as "Permitted Use") encroaching two and ½ (2.5') st. in width and sour hundred twenty (420') st. in length for a total of one thousand fifty (1,050) square seet area or approximately 0.024 acres of encroachment onto the public right-of-way over a portion of the City Right-Of-Way adjacent to the NOSC El Paso located at 4810 Pollard Street as more particularly described in Exhibit "A" and depicted on Exhibit "B", both Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by reference (hereinaster referred to as "License Area").

#### SECTION 2. LICENSE AREA

The surface rights granted herein over a portion of right-of-way along Truman Avenue and legally described as Lots 1 through 22, Block 74, Morningside Heights, City of El Paso, El Paso County, Texas to permit the continued use, maintenance and repair of a surface encroachment of a fence, as more particularly shown on *Exhibit "B"*.

#### SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City rights-of-way, which includes the requirement and responsibility for continued use, maintenance and repair of the fence, which serves as a security fence. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City's use of the right of way for pedestrian and vehicular access.

Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance.

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20-1007-2642 | 1016102
Navy-Special Privilege
RTA

Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the security fence as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

#### SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in repairing, reconstructing, or maintaining the security fence shall be subject to and governed by all the applicable laws, rules and regulation of the City, State, and Federal laws that are applicable to the maintenance and repair of the security fence. Work done in connection with the repair and maintenance of the security fence is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the security fence built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee, subject to available appropriations, shall repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with any applicable City codes.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property.

#### SECTION 5. TERM

<u>License Term for security fence</u>: In accordance with City Code, Subsection 15.08.120(E)(2)(p), this license authorizing the encroachment of a security fence, as more particularly depicted on *Exhibit "B"* shall be for a term of one (1) year with eight (8) additional one (1) year renewal options, at the option of the Government, from the Effective Date hereof, unless terminated earlier as provided herein.

As noted above, Grantee shall have the right to extend this Special Privilege for <u>EIGHT</u> (8) additional <u>ONE</u> (1) year terms upon written notice to the City. Adequate federal appropriations for payment of annual rent must be available for the annual lease renewals. City understands Grantee pays rent in arrears. If Grantee wishes the City to extend this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date.

0.19096

ORDINANCE NO. 20-1007-2642 | 1016102 Navy-Special Privilege

Navy-Special Privilege RTA

#### SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described.

#### SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

Except as provided herein, the City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area.

#### SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay, in arrears, to the City ONE HUNDRED NINETEEN AND 70/100 DOLLARS (\$119.70) per year or an appropriate pro rata amount if this special privilege license is terminated prior to conclusion of a full year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License. The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License.

City understands Grantee pays rent in arrears. Further, City understands Grantee pays non-federal entities via <a href="https://www.sam.gov">https://www.sam.gov</a> and therefore City agrees to maintain their CAGE (commercial and government entity) Code and DUNS (data universal numbering system) number.

#### **SECTION 9. INSURANCE**

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee's Contractors or Agents shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the time of construction. The City shall be named as an additional insured on all of the Contractors or Agents insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

019096

ORDINANCE NO. 20-1007-2642 | 1016102 Navy-Special Privilege RTA Grantee's Contractors or Agents shall maintain liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per person, and Two Million and No/100 Dollars (\$2,000,000.00) for each single occurrence, and, in addition, will provide property damage liability insurance in a minimum sum of One Million and No/100Dollars (\$1,000,000.00) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Grantee's Contractors or Agents agreement to indemnify and hold the City harmless.

Grantee's Contractors or Agents shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department.

SECTION 10. <u>INDEMNITY</u> The City acknowledges that the Grantee cannot agree to indemnification or damages provisions pursuant to its fiscal law policies. However, the Grantee will agree to include the following provisions in its agreements with contractors performing work on the Property under this Special Privilege:

The Contractor, its Agent or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE THIRD PARTY ACTIVITIES, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. 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 Contractor or Agent every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor or its Agent 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 Contractor or its Agent will pay all judgments finally establishing liability of the City in actions defended by the Contractor or its Agent pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor or its Agent, 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. The City will not be responsible for any loss of or damage to the Contractor or its Agent's property from any cause.

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ORDINANCE NO. 20-1007-2642 | 1016102 Navy-Special Privilege RTA

#### SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the security fence or a portion thereof or ceases to use the security fence for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the security fence, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

#### **SECTION 12. CANCELLATION**

The City shall have the option to terminate this License at any time upon giving the Grantee written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated.

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee, subject to available appropriations, shall remove Grantee's security fence located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense, subject to available appropriations. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs, subject to available appropriations

#### SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the use, replacement, maintenance, and repair of the security fence within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

019096

ORDINANCE NO. 20-1007-2642 | 1016102 Navy-Special Privilege RTA

#### **SECTION 14. NOTICE**

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY:

City of El Paso Attn: City Manager 300 North Campbell Street El Paso, Texas 79901

with copy to:

City of El Paso

ATTN: Planning and Inspections Department

811 Texas Avenue El Paso, Texas 79901

with copy to:

City of El Paso

ATTN: Financial Services Department -Financial Accounting & Reporting

300 North Campbell Street El Paso, Texas 79901

**GRANTEE:** 

United States of America

Department of the Navy

Naval Facilities Engineering Command

Southeast

Attn: Real Estate Consulting Officer AM1

P.O. Box 30

Jacksonville, FL 32212-0030

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

#### SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

#### SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

ORDINANCE NO. 019096 20-1007-2642 | 1016102 Navy-Special Privilege RTA

#### SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

#### **SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

#### SECTION 19.

Intentionally Deleted.

#### SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

#### **SECTION 21. LAWS AND ORDINANCES**

Grantee shall comply with all State and Federal laws applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

#### ANTI-DEFICIENCY ACT; NAVY'S OBLIGATIONS.

Notwithstanding any provision to the contrary, all of Grantee's activities under or pursuant to this License are subject to the availability of appropriated funds, and no provisions shall be interpreted to require obligation or provision of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. Additionally, nothing contained in this License shall be considered to imply that the Congress of the United States of America will, at any later date, appropriate sufficient funds to meet the Navy's obligations under this License or any deficiencies hereunder.

#### SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

#### **SECTION 23. SEVERABILITY**

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder

ORDINANCE NO. 20-1007-2642 | 1016102
Navy-Special Privilege
RTA

Page 7 of 9

of this license.

#### **SECTION 24. LAWS GOVERNING/VENUE**

This license shall be governed and interpreted according to the laws of the State of Texas as applied in Federal District Court and venue shall be in Federal District Court.

#### **SECTION 25. RESTRICTIONS AND RESERVATIONS**

This License is subject to all previously recorded rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land.

#### SECTION 26. EFFECTIVE DATE

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

ADOPTED this 15 day of 46 PT. , 2020

WITNESS THE FOLLOWING SIGNATURES AND SEALS

CITTOTELFASC

Dee Margo Mayor

ATTEST:

Laura D.Prine

Laura D. Prine City Clerk

APPROVED AS TO FORM:

Russell T. Abeln

Assistant City Attorney

APPROVED AS TO CONFENT:

Philip F. Etiwe, Director

Planning and Inspections Department

019096

ORDINANCE NO. 20-1007-2642 | 1016102 Navy-Special Privilege RTA

#### **ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this 25th day of August , 2020.

#### **GRANTEE:**

United States of America, acting by and through the Department of the Navy SALOMON.FERDINAND SALOMON.FERDINAND SALOMON.FERDINAND SALOMON.FERDINAND.FERDINAND.FERDINAND.FERDINAND.FERDINAND.FERDINAND.FERDINAND.FERDINAND.FE

FERDINAND L. SALOMON
Real Estate Contracting Officer
Naval Facilities Engineering Command,
Southeast

Form 2276 LOA from Document Number - N0969720RC103TT AA 1701806 52FR 232 00520 056521 2D FPP1NG 69720RC103TT 1,000.00

019096

ORDINANCE NO. 20-1007-2642 \ 1016102 Navy-Special Privilege RTA

#### **EXHIBIT A**



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
OSCAR V. PELEZ
Vice President - Operations
ISAAC CAMACHO, R.P.L.S.
Survey Manager

N&MCRC
Fort Bliss
El Paso, Texas
14.15 Acres±

### METES AND BOUNDS DESCRIPTION

"Navy & Marine Corps Reserve Center"

A 14.15 acre parcel being all of Blocks 74 & 76 and a portion of Blocks 25, 75, 79 & 80, Morningside Heights Addition, as conveyed to The United States Government, and a portion of Lincoln Avenue, Johnson Avenue and Garfield Street, El Paso County, Texas, and being more particularly described by metes and bounds as follows.

COMMENCING for reference at a found bolt located at the centerline intersection of Pollard Street (60.00 feet wide) and Truman Avenue (60.00 feet wide); WHENCE, a found Texas Department of Transportation Right-of-way brass cap located on the westerly right-of-way line of U.S. Highway No. 54/Patriot Freeway (width varies) bears, South 02°24'35" West, a distance of 1,730.26 feet (1,730.21 feet measured); THENCE, leaving the centerline of Pollard Street and following the centerline of Truman Avenue, South 86°35'48" East, a distance of 30.00 feet; THENCE, leaving the centerline of Truman Avenue, North 03°24'12" East, a distance of 30.00 feet to a 1/2" rebar with cap stamped "TX 5337" set at the intersection of the northerly right-of-way line of Truman Avenue and the easterly right-of-way line of Pollard Street, for the southwest corner of and the POINT OF BEGINNING of the parcel herein described; Having Texas Central Zone State Plane Coordinates (NAD83): N: 10677479.5082 and E: 399802.4710; WHENCE, found N.G.S. Brass Cap Monument stamped "N-13-EPGS-1980", having Texas Central Zone State Plane Coordinates (NAD83): N: 10680191.9530 and E: 395838.3950, located in the northwest angle of the intersection of Fred Wilson Drive and Alabama Street, bears North 55°37'04" West a distance of 4,803.25 feet;

THENCE, leaving the northerly right-of-way line of Truman Avenue and with the easterly right-of-way line of Pollard Street, North 03°24'12" East, a distance of 604.20 feet to a 1/2" rebar with cap stamped "TX 5337" set 2.20 feet north of the centerline of Johnson Avenue (60.00 feet wide), for the west northwest corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of Pollard Street and with a line 2.20 feet north of and parallel to the centerline of Johnson Avenue, South 86°35'48" East, a distance of 350.94 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

THENCE, North 03°24'12" East, a distance of 80.14 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

417 Executive Center Bivd. • El Paso, Texas 79902 • P - (915) 542-4900 • F - (915) 542-2867 • www.brockbustillos.com

THENCE, South 86°35'48" East, a distance of 228.76 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

THENCE, North 03°24'12" East, a distance of 202.23 feet to a 1/2" rebar with cap stamped "TX 5337" set for the north northwest corner of the parcel herein described

THENCE, South 88°04'42" East, a distance of 415.57 feet to a 1/2" rebar with cap stamped "TX 5337" set for the north northeast corner of the parcel herein described;

THENCE, South 07°24'41" East, a distance of 78.15 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

THENCE, South 88°04'42" East, a distance of 50.65 feet to a 1/2" rebar with cap stamped "TX 5337" set on the westerly right-of-way line of U.S. Highway No. 54, for the northeast corner of the parcel herein described; WHENCE, a found Texas Department of Transportation Right-of-way Brass Cap located at the intersection of the westerly right-of-way line of U.S. Highway No. 54 and the southerly right-of-way line of Hayes Avenue (46.87 feet wide) bears, North 30°23'27" East (North 30°25'47" East ~ measured) a distance of 123.01 feet (122.18 feet measured);

THENCE, following the westerly right-of-way line of U.S. Highway No. 54, South 30°23'27" West, a distance of 447.41 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

THENCE, continuing with the westerly right-of-way line of U.S. Highway No. 54, South 34°23'02" West, a distance of 260.00 feet to a 1/2" rebar with cap stamped "TX 5337" set for an angle point;

THENCE, continuing with the westerly right-of-way line of U.S. Highway No. 54, South 27°12'29" West, a distance of 218.88 feet to a 1/2" rebar with cap stamped "TX 5337" set at the intersection of the projected northerly right-of-way line of Truman Avenue and the westerly right-of-way line of U.S. Highway No. 54, for the southeast corner of the parcel herein described; WHENCE, a found 1" Iron at an angle point in the westerly right-of-way line of U.S. Highway No. 54, bears South 27°12'29" West (South 26°56'02" West ~ measured), a distance of 173.26 feet (173.19 feet ~ measured);

THENCE, leaving the westerly right-of-way line of U.S. Highway No. 54 and with the projected northerly right-of-way line of Truman Avenue and continuing with the northerly right-of-way line of Truman Avenue, North 86°35'48" West, a distance of 635.21 feet to the TRUE POINT OF BEGINNING.

Said Parcel contains 14.15 acres (616,345 square feet) more or less.

All bearings contained hereon are grid based on the Texas Central State Plane.

All coordinates contained hereon were obtained by G.P.S. observation and are Texas Central Zone State Plane (NAD83) based on found N.G.S. Brass Cap Monument stamped "N-13-EPGS-1980" as mentioned above.

VAAAC CAMA ALA Isaac Camacho TX R.P.L.S. No. 5337 Date: May 19, 2006 S5907-06

### **EXHIBIT B**

BOUNDARY SURVEY	
DRAWN BY: E.R. CHECKED BY: I.C. DATE: 05/10/06 SCALE: 1"=200"	A STATE OF THE STA
ALL OF BLOCKS 74 & 76 AND A PORTION BLOCKS 25, 75, 79 & 80, MONNINGSIDE HEIGHTS ADDITION AND A PORTION OF LINCOLN AVENUE, JOHNSON AVENUE & CARFIELD STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	N&MCRC
	. to more
R BROCK & BUSTILLOS INC.	
CONSULTING CIVIL ENCINEERS	FORT BLISS MILITARY BASE
LAND SURVEYORS  417 EXECUTIVE CENTER-EL PASO, TX 79902-PH (915) 542-4900	CITY OF EL PASO
FAX (915) 542-2867-WWW.BROCKBUSTILLOS.COM	EL PASO COUNTY, TEXAS
DAYES AVENUE SEC. 21, 8, 81,	12, T.AP. R.R. CO. SUR.
UNITED STATES COVERNMENT SDE 04 2'E 415.	57
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JOHNSON AVENUE	
SC SUPPOSIDE RELIGION ADDITION	3, 6
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	7. SUBJECT PROPERTY IS ZONED 'M-1' (LIGHT MUNUFACTURING DISTRICT) AS
WHITED STATES GOVERNMENT	DESIGNATED ON CITY OF EL PASO ZONING MAP NO. 24, DATED
ALI OF INDUSTRIAL STATES GOVERNMENT AND	OCTOBER 17, 1897. SETBACKS FOR ZONE "M-1":
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NO. 54/PARRIOT FREETINY AND THE EAST RIGHT-OF-HAY LINE OF POLLARD STREET. (AS SHOWN HEREON)	
2. ALL COORDINATES SHOWN HEREON WERE OBTAINED BY G.P.S. OBSERVATION AND ARE TEXAS CIVITAL ZONE STATE PLANE FOUND N.G.S. BRASS CAP MONUMENT STAMPED "N=13-EPGS=1980" LOCATED IN THE MORTHWEST ANGLE OF THE INTERSECTION	IN OF FRED WILSON DRIVE AND ALABAMA
STREET, AND BEAMS NORTH 68'54'49" WEST A DISTANCE OF 5435.27" FROM THE POINT OF BEGINNING OF THE PARCEL HERE	
3. Subject property is located in 2006 'D' (Areas of Undetermined But possible flood Hazards) as detailed on Rute Map Panel No. 480214 D0288, DATED OCTOBER 15, 1982.	CITY OF EL PHOTO LOCK MISURANCE
4. A 1/2" REDAR WITH CAP STAMPED "TX 5337" WAS SET AT ALL BOUNDARY CORNERS UNLESS OTHERWISE MOTED.	OLIVA V
3. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS MAY EXIST WHERE NOW ARE SHOWN	10/5
6. A METES & BOUMDS OF THE SAME BATE ACCOMPANIES THIS SURVEY.	A ISAAC CAMACHO
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Vere Comocho 05/13/06	CASTILITY .
SAMC CAMACHO, R.P.L.S. 10. NO. 5337	

## El Paso, TX

## Legislation Text

File #: 22-1207, 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.

An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to limit individual contributions to political campaigns for Mayor and City Council to \$1,000 per election and require donors to disclose their place of employment.

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

**DEPARTMENT:** City Clerk's Office

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: October 11, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Laura D. Prine, (915) 212-0049

**DISTRICT(S) AFFECTED:** All District

STRATEGIC GOAL: Goal No. 6 – Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** 6.11 – Provide efficient and effective services to taxpayers

#### SUBJECT:

An Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter, to limit individual contributions to political campaigns for Mayor and City Council to \$1,000 per election and require donors to disclose their place of employment.

#### **BACKGROUND / DISCUSSION:**

On August 4, 2022, an initiative petition was filed with the City Clerk's Office related to Fair Elections and on September 13, 2022 the City Clerk certified that the requisite number of signatures of registered voters were submitted.

Section 3.11 – Initiative of the City Charter requires that the petition verification and placement of the proposed ordinance be placed on the City Council agenda meeting to be held within 30 working days of the filing date of the petition.

Thus, pursuant to all applicable City Charter provisions and requirements, the City Clerk is presenting this petition to the City Council within the 30 working days specified.

#### PRIOR COUNCIL ACTION:

On January 8, 2019 an Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter was presented to City Council for a vote that the City of El Paso would take all steps necessary pursuant to Chapter 311 of the Texas Tax Code to immediately terminate "Reinvestment Zone Number Twelve, City of El Paso" created by Ordinance No. 018790 and "Reinvestment Zone Number 10 expanded 10a" created by Ordinance No. 018791.

#### AMOUNT AND SOURCE OF FUNDING:

N/A

**DEPARTMENT HEAD:** 

Laura D. Prine

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

ORDINANCE NO.	
---------------	--

AN ORDINANCE PROPOSED BY INITIATIVE PETITION UNDER CITY CHARTER SECTION 3.11 TO LIMIT INDIVIDUAL CONTRIBUTIONS TO POLITICAL CAMPAIGNS FOR MAYOR AND CITY COUNCIL TO \$1,000 PER ELECTION AND REQUIRE DONORS TO DISCLOSE THEIR PLACE OF EMPLOYMENT.

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

The City of El Paso shall limit contributions to political campaigns for mayor and city council to \$1,000.00 per individual donor per election, require campaign donors to disclose their place of employment, and adopt enforcement provisions. The City of El Paso adopts and shall take all steps necessary and appropriate to enforce the limits on campaign contributions to candidates for Mayor and City Council, to include the following.

Each candidate may authorize, establish, administer, or control only one campaign committee at one time.

The election cycle for purposes of this ordinance begins 365 days before election day.

#### Campaign contribution limits:

No candidate for mayor or city council and their campaign committee shall accept campaign contributions in excess of \$1000 per contributor per election cycle from any person, except for the candidate and political action committees. The amount of the contribution limit shall be modified each year with the adoption of the city budget to increase or decrease in accordance with the most recently published federal government Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average) U.S. City Average. The most recently published Consumer Price Index in March 2022, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$50.00.

No candidate for mayor or city council shall contribute more than \$5,000 to the candidate's campaign or expend more than \$5000 from their own funds per election cycle. The amount of the contribution limit shall be modified each year with the adoption of the budget to increase or decrease in accordance with the most recently published federal government Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average) U.S. City Average. The most recently published Consumer Price Index on March 2022, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$50.00.

#### Required disclosures:

All contributors to a candidate for mayor or city council shall disclose the name of their employer or current place of employment; if the contributor is not employed, they shall state their current status (ex: retired, unemployed, etc.).

ORDINANCE NO.	

22-1065-156/1204245/ Page 1 of 3

No candidate for mayor or city council shall accept an aggregate contribution total of more than \$5,000.00 per election, and \$2,500.00 in the case of a runoff election, from sources other than natural persons. The amount of the contribution limit shall be modified each year with the adoption of the budget to increase or decrease in accordance with the most recently published federal government Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Average) U.S. City Average. The most recently published Consumer Price Index on March 2022, shall be used as a base of 100 and the adjustment thereafter will be to the nearest \$1,000.00.

#### **Coordinated Expenditures:**

Any campaign expenditure supporting the election of a candidate or opposing the election of an opponent made with the prior consent of the candidate or his or her committee, or with cooperation or strategic communication between the candidate or his or her committee and the person making the expenditure, is considered a campaign contribution and a campaign expenditure and is subject to the limitations in this ordinance.

#### Responsibility of Candidate To Prevent Violations:

The candidate, or his or her committee, shall determine whether accepting each campaign contribution would violate this section before accepting the campaign contribution. If the candidate is unable to prevent a violation before accepting the campaign contribution, the candidate must return funds that exceed the above limits on campaign contributions within 20 days of receiving the campaign contribution, which is considered the date the cash donation was accepted or when the electronic deposit, check or money order was deposited into a bank account or cashed. A candidate who violates this section shall be subject to a \$500 civil penalty for each campaign contribution in violation of this section. The fine is due on the 21st day after the violation occurred (i.e. when the unlawful campaign contribution was received). A \$50 fine shall be assessed for every day the initial fine goes unpaid.

#### Severability:

If any portion of this chapter is held unlawful by a court of law, that portion shall be severed from the chapter and the rest shall continue in force.

PASSED AND APPROVED this	day of	2022
	CITY OF EL PASO	
	Oscar Leeser Mayor	
ATTEST:		
ORDINANCE NO		

22-1065-156/1204245/ Page **2** of **3** 

Laura D. Prine	
City Clerk	

ORDINANCE NO. \_\_\_\_\_

22-1065-156/1204245/ Page **3** of **3** 

## El Paso, TX

## Legislation Text

File #: 22-1211, 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.

An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to provide public financing for candidates for Mayor and City Council who voluntarily agree to limit their campaign contributions and expenditures and demonstrate community support for their candidacy.

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

**DEPARTMENT:** City Clerk's Office

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: October 11, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Laura D. Prine, (915) 212-0049

**DISTRICT(S) AFFECTED:** All District

STRATEGIC GOAL: Goal No. 6 - Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** 6.11 – Provide efficient and effective services to taxpayers

#### SUBJECT:

An Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter, to provide public financing for candidates for Mayor and City Council who voluntarily agree to limit their campaign contributions and expenditures and demonstrate community support for their candidacy.

#### **BACKGROUND / DISCUSSION:**

On August 4, 2022, an initiative petition was filed with the City Clerk's Office related to Fair Elections and on September 13, 2022 the City Clerk certified that the requisite number of signatures of registered voters were submitted.

Section 3.11 – Initiative of the City Charter requires that the petition verification and placement of the proposed ordinance be placed on the City Council agenda meeting to be held within 30 working days of the filing date of the petition.

Thus, pursuant to all applicable City Charter provisions and requirements, the City Clerk is presenting this petition to the City Council within the 30 working days specified.

#### **PRIOR COUNCIL ACTION:**

On January 8, 2019 an Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter was presented to City Council for a vote that the City of El Paso would take all steps necessary pursuant to Chapter 311 of the Texas Tax Code to immediately terminate "Reinvestment Zone Number Twelve, City of El Paso" created by Ordinance No. 018790 and "Reinvestment Zone Number 10 expanded 10a" created by Ordinance No. 018791.

### **AMOUNT AND SOURCE OF FUNDING:**

N/A

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#### **DEPARTMENT HEAD:**

Laura D. Prine

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

ORDINANCE NO.	
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AN ORDINANCE PROPOSED BY INITIATIVE PETITION UNDER CITY CHARTER SECTION 3.11 TO PROVIDE PUBLIC FINANCING FOR CANDIDATES FOR MAYOR AND CITY COUNCIL WHO VOLUNTARILY AGREE TO LIMIT THEIR CAMPAIGN CONTRIBUTIONS AND EXPENDITURES AND DEMONSTRATE COMMUNITY SUPPORT FOR THEIR CANDIDACY.

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

The City of El Paso shall establish a program of public financing for candidates for mayor and city council who voluntarily agree to limit their campaign contributions and expenditures and demonstrate community support for their candidacy. The City of El Paso shall take all steps necessary and appropriate to implement public financing, to include the following.

Each candidate may authorize, establish, administer, or control only one campaign committee at one time.

The election cycle for purposes of this ordinance begins 365 days before election day.

#### **Campaign Contributions:**

Except as provided below, a candidate who signs a campaign public financing contract under this chapter shall not accept contributions from an individual or any political committee exceeding the following limits.

Candidates for mayor and city council shall not accept more than \$1,000 in contributions from individuals.

Candidates for mayor and city council shall not accept more than \$5,000 in campaign contributions in a campaign for a regular election from political committees for a regular election or an additional \$2,500 for a runoff election.

A candidate for mayor or city council may expend personal funds on his or her own campaign only up to \$5,000.

#### Candidates for Mayor:

ORDINANCE NO.

Eligible mayoral candidates are those who sign the campaign public financing contract and collect signatures from 1 % of the number of registered voters in the City of El Paso as of the date of the last general election. Eligible mayoral candidates must collect and return the requisite number of signatures to the City Clerk within the 365 days preceding the election and 45 days before election day. The City Clerk will have 10 working days to validate the signatures and provide the funding to the eligible candidate. Eligible candidates will receive \$65,000 for their campaigns, while funds are available. Eligible candidates are those who have not accepted campaign contributions over \$150,000 prior to submitting the requisite signatures and who have agreed not to accept an aggregate of more than

22-1065-156/1204246/	Page 1 of 3

666

\$150,000 in campaign contributions during the election cycle. Funds from the public financing program do not count towards the \$150,000 limit.

Up to \$260,000 will be available by the City Council from the City of El Paso general fund to fund campaigns for mayoral candidates for every election for mayor.

#### Candidates for City Council:

Eligible city council candidates are those who sign the campaign public financing contract and who collect signatures from 1 % of the number of registered voters in their city council district as of the date of the last general election. Eligible mayoral candidates must collect and return the requisite number of signatures to the City Clerk within the 365 days preceding the election and 45 days before election day. Eligible candidates must collect and return the requisite number of signatures to the City Clerk.

The City Clerk will have 10 working days to validate the signatures and provide the funding to the eligible candidate. Eligible city council candidates will receive \$20,000 for their campaigns, while funds are available. Eligible city council candidates are those who have not accepted over \$50,000 in campaign contributions prior to submitting the requisite signatures and agree to not accept more than \$50,00 in campaign contributions during the election cycle. Funds from the public financing program do not count towards the \$50,000 limit.

Up to \$240,000 will be made available by the City Council from the City of El Paso general fund to fund campaigns for city council candidates for every election cycle.

#### Violations:

Candidates who accept public financing and violate the funding and spending limits of this ordinance, as determined by the candidate's campaign finance reports filed with the City Clerk, will be required to return the funding to the City within 15 days of the violation and will not be allowed to participate in the public financing program again.

#### Funding and Spending Limits:

(1) The City, acting through the City Clerk, shall establish a public financing dedicated fund account into which all the Program's proceeds shall be deposited. This account shall be under the city clerk's discretion and control, subject to the terms of this Ordinance (2) These funds shall be deposited promptly into the public financing dedicated fund account for the exclusive use of funding the Program: all candidate filing fees; all campaign finance, lobbyist reporting, and ethics fines, late fees, and criminal penalties; all donations and grants for the Program accepted by the city clerk; interest or other gains from the dedicated fund; and any other funds appropriated or designated for the Program. (3) The Council shall provide the city clerk the funds needed to effectively administer and publicize the Program. (4) At the beginning of each calendar year, the City of El Paso shall transfer in general revenue funds \$500,000 to the public financing dedicated fund account for the purpose of funding the redemption of Democracy Dollars Vouchers. (5) If there is an excess of funds in the public financing dedicated fund for the Program's current or reasonably foreseeable future use of Democracy Dollars Vouchers, the city clerk, at his or her discretion, may transfer the excess to the City's general fund.

ORDINANCE NO.	

Severability:

22-1065-156/1204246/ Page **2** of **3** 

If any portion of this chapter is held unlawful by chapter and the rest shall continue in force.	a court of law, that portion shall be	severed from the
PASSED AND APPROVED this	day of	2022.
	CITY OF EL PASO	
	Oscar Leeser Mayor	
ATTEST:		
Laura D. Prine City Clerk		

22-1065-156/1204246/ Page **3** of **3** 

ORDINANCE NO.

## El Paso, TX

### **Legislation Text**

File #: 22-1212, 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.

An Ordinance proposed by Initiative Petition under City Charter Section 3.11 to use ranked choice voting for the election of Mayor and City Council where voters rank candidates in order of preference, and if no candidate receives a majority, the candidates with the fewest votes are eliminated and the votes they received are transferred to voter's second choice, and so on until there is a majority vote for one candidate, so long as permitted by state law.

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

**DEPARTMENT:** City Clerk's Office

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: October 11, 2022

CONTACT PERSON NAME AND PHONE NUMBER: Laura D. Prine, (915) 212-0049

**DISTRICT(S) AFFECTED:** All District

**STRATEGIC GOAL: Goal No. 6** – Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** 6.11 – Provide efficient and effective services to taxpayers

#### **SUBJECT:**

An Ordinance pursuant to Article III, Section 3.11 (Initiative) of the EI Paso City Charter, to eliminate separate runoff elections for the election of Mayor and City Council and instead provide for the use of ranked choice voting, in which voters would have the choice of ranking candidates, and in which the candidate who receives a majority of first-choice votes would win, but if there is no majority winner, the last place candidate would be eliminated and any voter who had that candidate as their top choice would have their vote transferred to their next choice, until a candidate has a majority of votes and is therefore deemed the winner, so long as permitted by state law.

#### **BACKGROUND / DISCUSSION:**

On August 4, 2022, an initiative petition was filed with the City Clerk's Office related to Fair Elections and on September 13, 2022 the City Clerk certified that the requisite number of signatures of registered voters were submitted.

Section 3.11 – Initiative of the City Charter requires that the petition verification and placement of the proposed ordinance be placed on the City Council agenda meeting to be held within 30 working days of the filing date of the petition.

Thus, pursuant to all applicable City Charter provisions and requirements, the City Clerk is presenting this petition to the City Council within the 30 working days specified.

#### PRIOR COUNCIL ACTION:

On January 8, 2019 an Ordinance pursuant to Article III, Section 3.11 (Initiative) of the El Paso City Charter was presented to City Council for a vote that the City of El Paso would take all steps necessary pursuant to Chapter 311 of the Texas Tax Code to immediately terminate "Reinvestment Zone Number Twelve, City of El Paso" created by Ordinance No. 018790 and "Reinvestment Zone Number 10 expanded 10a" created by Ordinance No. 018791.

#### **AMOUNT AND SOURCE OF FUNDING:**

N/A



#### **DEPARTMENT HEAD:**

Laura D. Prine

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

ORDINANCE NO.	
ONDINANCE NO.	

AN ORDINANCE PROPOSED BY INITIATIVE PETITION UNDER CITY CHARTER SECTION 3.11 TO USE RANKED CHOICE VOTING FOR THE ELECTION OF MAYOR AND CITY COUNCIL WHERE VOTERS RANK CANDIDATES IN ORDER OF PREFERENCE, AND IF NO CANDIDATE RECEIVES A MAJORITY, THE CANDIDATES WITH THE FEWEST VOTES ARE ELIMINATED AND THE VOTES THE RECEIVED ARE TRANSFERRED TO VOTER'S SECOND CHOICE, AND SO ON UNTIL THERE IS A MAJORITY VOTE FOR ONE CANDIDATE, SO LONG AS PERMITTED BY STATE LAW.

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

The City of El Paso shall use ranked choice voting for the election of mayor and city council where voters rank candidates [up to five] in order of preference, and if no candidate receives a majority, candidates with the fewest votes are eliminated and the votes they received are transferred to voter's second choice, and so on until there is a majority vote for one candidate, so long as permitted by state law?

The City of El Paso shall take all steps necessary and appropriate to implement ranked choice voting, to include the following.

#### RANKED CHOICE VOTING.

- (A) This section shall be operative provided it is not in conflict with the state constitution or the state laws.
- (B) To the extent of any conflict with other provisions of this Code, this section controls.
- (C) For the purposes of this section, the following terms have the following meanings:
- (1) Batch elimination. The term "batch elimination" means the simultaneous elimination of multiple candidates whose election is mathematically impossible.
- (2) Continuing ballot. The term "continuing ballot" means a ballot that is not an inactive ballot.
- (3) Continuing candidate. The term "continuing candidate" means any candidate who has not been eliminated.
- (4) Election is mathematically impossible. The term "election is mathematically impossible" applies to a candidate who cannot be elected because such candidate's vote total in a round, plus all votes that could possibly be transferred to such candidate in future rounds from candidates who received

ORDINANCE NO.	

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- a fewer or an equal number of votes, would not be enough to surpass that of the candidate with the next highest vote total in such round.
- (5) Inactive Ballot. The term "inactive ballot" means a ballot in which all ranked candidates have been eliminated, or a ballot that assigns equal rank to two or more candidates and all candidates with higher ranks than the rank assigned to two or more candidates are eliminated.
- (6) Highest rank. The term "highest rank" refers to the highest rank whether that be rank number I, rank number 2, rank number 3, rank number 4, or rank number 5.
- (7) Last place candidate. The term "last place candidate" means a continuing candidate with the fewest votes in a round.
- (8) Rank. The term "rank" means the number assigned on a ballot by a voter to a candidate to express the voter's preference for that candidate. Rank number I is the highest ranking, rank number 2 is the next highest ranking, and so on. No rank lower than 5 shall be permitted or tabulated.
- (9) Ranked choice election. The term "ranked choice election" means any election for a ranked choice office.
- (10) Ranked choice office. The term "ranked choice office" means the offices of mayor and council member.
- (D) The provisions of this section shall apply to ranked choice elections. No runoff election shall be held for any ranked choice office.
- (E) All candidates in a ranked choice election shall be listed on the ballot. The ballot shall permit a voter to rank five candidates for each office, inclusive of any write-in candidate permitted by law, in order of preference, unless there are fewer than five candidates on the ballot for such office, in which case the ballot shall permit a voter to rank the total number of such candidates for such office inclusive of any write-in candidate permitted by law.
- (F) For all ranked choice elections, the following tabulation procedures apply: (1) If a candidate receives a majority of highest rank votes, that candidate shall be elected. (2) If no candidate receives a majority of highest rank votes, tabulation shall proceed in rounds. In each round, the number of votes for each continuing candidate shall be counted; each continuing ballot shall count as one vote for its highest ranked continuing candidate for that round; and inactive ballots shall not be counted for any continuing candidate. A round ends with one of the following outcomes: (i) If there are two continuing candidates, the candidate with the most votes shall be elected. (ii) If there are more than two continuing candidates, the last place candidate shall be eliminated and a new round shall begin; provided, however, that batch elimination shall occur at the same time as such elimination of the last place candidate, unless such batch elimination would result in only one continuing candidate, in which case no such batch elimination shall

ORDINANCE NO.
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occur. (3) A tie between two or more candidate law.	es shall be resolved in accordance	with the election
(G) Severability. If any portion of this chapter is be severed from the chapter and the rest shall c	· ·	, that portion shall
PASSED AND APPROVED this	day of	2022.
	CITY OF EL PASO	
	Oscar Leeser Mayor	
ATTEST:		
Laura D. Prine City Clerk		

ORDINANCE NO. \_\_\_\_\_

22-1065-156/1204247/

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## El Paso, TX

300 N. Campbell El Paso, TX

#### Legislation Text

File #: 22-1227, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### Districts 4, 5 and 8

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218 Capital Improvement, 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 2022-0594 Traffic Signal Improvements to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$5,942,984.00. The project scope consists of installation of traffic signals to address traffic congestion control deficiencies that will result in enhancing various intersections throughout the city for pedestrians, and vehicular traffic.

Department: Capital Improvement

Award to: ZTEX CONSTRUCTION, INC.

El Paso, TX

Item(s): Base Bid I

Initial Term: 510 Consecutive Calendar Days

Base Bid I: \$5,942,984.00
Total Estimated Award: \$5,942,984.00

Funding Source: Traffic Signals CIP 2020

Accounts: 190-4746-580270-38290-PCP20TRAFFICSIG

District(s): 4, 5, 8

This is a Competitive Sealed Proposal, unit price contract.

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

It is requested that the City Manager be authorized to establish the funding sources and make any necessary

#### File #: 22-1227, Version: 1

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: September 27, 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:** 4, 5, 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 2022-0594 Traffic Signal Improvements to ZTEX CONSTRUCTION, INC. for Base Bid I: \$5,942,984.00 for an estimated total amount of \$5,942,984.00.

#### BACKGROUND / DISCUSSION:

The project scope consists of installation of traffic signals to address traffic congestion control deficiencies that will result in enhancing various intersections throughout the city 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.

Following are the traffic signals included in this contract:

- 1. Mesa Hills Dr. and Cabaret Dr. (District 8)
- 2. Rich Beem Dr. and Ralph Seitsinger Dr. (District 5)
- 3. Pebble Hills Dr. and Tierra Mina Dr. (District 5)
- 4. Pebble Hills Dr. and Tim Foster St. (District 5)
- 5. Pebble Hills Dr. and John Hayes St. (District 5)
- 6. Sean Haggerty Dr. and Rushing Road (District 4)
- 7. Ventana Ave. and Tierra Este Road (District 5)
- 8. Edgemere Blvd. and Tim Foster Dr. (District 5)
- 9. Edgemere and Tierra Dorada Dr. (District 5)

#### **SELECTION SUMMARY:**

Solicitation was advertised on May 3, 2022 and May 10, 2022. The solicitation was posted on City website on May 3, 2022. The email (Purmail) notification was sent out on May 5, 2022. There were a total forty five (45) viewers online; one (1) bid was received; being from local supplier. An inadequate competition survey was conducted.

#### **CONTRACT VARIANCE:**

N/A

#### **PROTEST**

No protest received for this requirement.

#### PRIOR COUNCIL ACTION:

N/A

## 

AMOUNT AND SOURCE OF FUNDING:

Amount: \$5,942,984.00

#### COUNCIL PROJECT FORM

#### 

Please place the following item on the REGULAR AGENDA for the Council Meeting of September 27, 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 2022-0594 Traffic Signal Improvements to ZTEX CONSTRUCTION, INC. for an estimated total amount of \$5,942,984.00. The project scope consists of installation of traffic signals to address traffic congestion control deficiencies that will result in enhancing various intersections throughout the city for pedestrians, and vehicular traffic.

Department: Capital Improvement

Award to: ZTEX CONSTRUCTION, INC.

El Paso, TX

Item(s): Base Bid I

Initial Term: 510 Consecutive Calendar Days

Base Bid I: \$5,942,984.00 Total Estimated Award: \$5,942,984.00

Funding Source: Traffic Signals CIP 2020

Accounts: 190-4746-580270-38290- PCP20TRAFFICSIG

District(s): 4, 5, 8

This is a Competitive Sealed Proposal, unit price contract

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

#### COMPETITIVE SEALED PROPOSAL (CSP) RANKING SHEET

Traffic Signal Improvements Solicitation No. 2022-0594

Evaluation Factors	Maximum Points	ZTEX Construction Inc.
Factor A - Offeror's Fee Proposal	30	\$ 7,253,046.60
'		30.00
Factor B - Offeror's Experience and Reputation	20	19.25
Factor C - Key Personnel	20	17.28
Factor D - Quality of Offeror's Goods or Services	20	17.68
Factor E - Health Insurance	5	1.00
Factor F – Offeror's Experience and Knowledge of Local Conditions	5	4.63
Total Points	100	89.84
	Ranking	1

APPROVED:	7/15/2022	APPROVED: Grette Hernandez	7/15/22
Purchasing & Strategic Sourcing Director	Date	City Engineer / Date	

## **Bid Tab Summary**

## **2022-0594 Traffice Signal Improvements**

	Contractor	Base Bid I	Total Amount			
1	ZTEX Constuction Inc.	\$7,253,046.60	\$7,253,046.60			

Project Na		als Improvements					Date: Friday,	September 9, 2022
Item No	S.P No	Brief Description Of Item	Unit	Approx Qty	Unit Bid	Price		Total Amount
		BASE BID I - UNIT PRICE SCHEDULE:		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
100	6001	PREPARING ROW	AC	0.0275	\$ 70	0,000.00	\$	1,925.00
104	6001	REMOVING CONC (PAV)	SY	285	\$	24.00	\$	6,840.00
104	6011	REMOVING CONC (MEDIANS)	SY	23	\$	24.00		552.00
104	6015	REMOVING CONC (SIDEWALKS)	SY	110	\$	24.00	\$	2,640.00
104	6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	1613	\$	10.00	\$	16,130.00
104	6032	REMOVING CONC (WHEELCHAIR RAMP)	SY	131	\$	24.00	\$	3,144.00
104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	361	\$	24.00	\$	8,664.00
104	9997	PARTIAL DRILL SHAFT REMOVAL	EA	106	\$	754.00	\$	79,924.00
132	6001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	4	\$	100.00	\$	400.00
158	6005	SPEC EXCAV WORK (ORIGINAL)	CY	8	\$	125.00		1,000.00
314	6005	EMULS ASPH (BS OR SUBGR TRT)(CSS-1H)	GAL	11	\$	50.00		550.00
341	6007	D-GR HMA TY-B PG58-28	TON	46	\$	225.00		10,350.00
341	6016	D-GR HMA TY-C PG58-28	TON	23	\$	277.00		6,371.00
341	6010	D-GR HMA TY-B PG70-22	TON	72	\$	175.00		12,600.00
400	6007	CUT & RESTORE CONC PAVING	SY	46		270.00	\$	12,420.00
416	6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF LF	258		373.00 499.00	\$	96,234.00
416 416	6031 6032	DRILL SHAFT (TRF SIG POLE) (30 IN) DRILL SHAFT (TRF SIG POLE) (36 IN)	LF LF	95.5 307		499.00 519.00	\$ \$	47,654.50 159,333.00
432	6003	RIPRAP (CONC)(6 IN)	СУ	98		539.00	\$	52,822.00
529	6008	CONC CURB & GUTTER (TY II)	LF	1498	\$	37.00	\$	55,426.00
531	6001	CONC SIDEWALKS (4")	SY	58	\$	85.00	\$	4,930.00
531	6002	CONC SIDEWALKS (5")	SY	19	\$	93.00	\$	1,767.00
531	6004	CURB RAMPS (TY 1)	EA	7		063.00	\$	14,441.00
531	6005	CURB RAMPS (TY 2)	EA	2		188.00	\$	4,376.00
531	6006	CURB RAMPS (TY 3)	EA	26	\$ 2,	750.00	\$	71,500.00
531	6009	CURB RAMPS (TY 6)	EA	2	\$ 2,	313.00	\$	5,626.00
531	6016	CURB RAMPS (TY 21)	EA	13	\$ 4,	125.00	\$	53,625.00
531	6034	CURB RAMPS (TY 7)(MOD)	EA	8	\$ 3,	125.00	\$	25,000.00
536	6002	CONC MEDIAN MISC	SY	13	\$	188.00	\$	2,444.00
ELP	001	TOUCHLESS PED DETECTION (APS)	EA	18	\$ 2,	340.00	\$	42,120.00
ELP	01	TOUCHLESS PEDESTRIAN DETECTOR	EA	58	\$ 2,	767.00	\$	160,486.00
610	6162	IN RD IL (TY SA) 30T-8 (250W EQ) LED	EA	5	\$ 6,8	375.00	\$	34,375.00
618	6023	CONDT (PVC) (SCH 40) (2")	LF	3557	\$	32.00	\$	113,824.00
618	6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF	5274	\$	37.00	\$	195,138.00
618	6029	CONDT (PVC) (SCH 40) (3")	LF	2519	\$	34.00	\$	85,646.00
618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	17860	\$	45.00	\$	803,700.00
618	6033	CONDT (PVC) (SCH 40) (4")	LF	35	\$	38.00	\$	1,330.00
618	6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	110	\$	57.00	\$	6,270.00
620	6002	ELEC CONDR (NO.14) INSULATED	LF	7695	\$	3.00	\$	23,085.00
620	6003	ELEC CONDR (NO.12) BARE	LF	3114	\$	3.00	\$	9,342.00
620	6004	ELEC CONDR (NO.12) INSULATED	LF	6128	\$	3.00	\$	18,384.00
620	6009	ELEC CONDR (NO.6) BARE	LF	8259	\$	4.00	\$	33,036.00
620	6010	ELEC CONDR (NO.6) INSULATED	LF	3645	\$	4.00	\$	14,580.00
624	6002	GROUND BOX TY A (122311)W/APRON	EA	13		063.00	\$	26,819.00
624	6008	GROUND BOX TY C (162911)W/APRON	EA	44		375.00	\$	104,500.00
624	6009	GROUND BOX TY D (162922)	EA	7		438.00	\$	17,066.00
624	6010	GROUND BOX TY D (162922)W/APRON	EA	44		532.00	\$	111,408.00
624	6014	GROUND BOX TY 1 (122422)W/APRON	EA	20		375.00	\$	137,500.00
628	6116	ELC SRV TY D 120/240 060(NS)AL(E)SP(O)	EA	1		525.00	\$	10,625.00
628	6128	ELC SRV TY D 120/240 000(NS)/AL(E)SP(O)  ELC SRV TY D 120/240 060(NS)/GS(N)/GC(O)	EA	7		500.00	\$	59,500.00
628	6149	ELC SRV TY D 120/240 000(NS)GS(N)GC(O)  ELC SRV TY D 120/240 060(NS)SS(N)GC(O)	EA	1		250.00	\$	6,250.00
644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	7		938.00	\$	6,566.00
644	6076	REMOVE SM RD SN SUP&AM	EA	62		313.00	\$	19,406.00
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	3570	\$	4.00	\$	14,280.00

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Item No	S.P No	Brief Description Of Item	Unit	Approx Qty	Ur	nit Bid Price	Total Amount
666	6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	848	\$	4.00	\$ 3,392.00
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	2615	\$	5.00	\$ 13,075.00
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	19	\$	530.00	\$ 10,070.00
666	6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	19	\$	705.90	\$ 13,412.10
666	6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	317	\$	2.50	\$ 792.50
666	6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LF	103	\$	2.70	\$ 278.10
666	6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	863	\$	1.50	\$ 1,294.50
666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	2620	\$	3.00	\$ 7,860.00
666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	18	\$	98.90	\$ 1,780.20
666	6192	REFL PAV MRK TY II (W) (WORD)	EA	18	\$	103.60	\$ 1,864.80
666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	317	\$	1.00	\$ 317.00
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	364	\$	1.00	\$ 364.00
666	6211	REFL PAV MRK TY II (Y) 8" (SLD)	LF	103	\$	2.20	\$ 226.60
666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	200	\$	11.80	\$ 2,360.00
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	200	\$	11.80	\$ 2,360.00
666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	554	\$	11.80	\$ 6,537.20
666	6321	RE PM W/RET REQ TY I (Y)6"(SLD)(100MIL)	LF	230	\$	11.80	\$ 2,714.00
672	6007	REFL PAV MRKR TY I-C	EA	14	\$	16.20	\$ 226.80
677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	1055	\$	2.40	\$ 2,532.00
677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	442	\$	2.40	\$ 1,060.80
677	6005	ELIM EXT PAV MRK & MRKS (12")	LF	271	\$	2.40	\$ 650.40
677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	1402	\$	2.40	\$ 3,364.80
677	6018	ELIM EXT PAV MRK & MRKS (18")(YLD TRI)	EA	58	\$	16.50	\$ 957.00
677	6019	ELIM EXT PAV MRK & MRKS (36")(YLD TRI)	EA	24	\$	24.80	\$ 595.20
678	6001	PAV SURF PREP FOR MRK (4")	LF	954	\$	1.20	\$ 1,144.80
678	6004	PAV SURF PREP FOR MRK (8")	LF	420	\$	1.20	\$ 504.00
678	6008	PAV SURF PREP FOR MRK (24")	LF	1010	\$	14.20	\$ 14,342.00
678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	3	\$	411.80	\$ 1,235.40
678	6016	PAV SURF PREP FOR MRK (WORD)	EA	3	\$	411.80	\$ 1,235.40
680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	9	\$	45,000.00	\$ 405,000.00
682	6001	VEH SIG SEC (12")LED(GRN)	EA	71	\$	744.00	\$ 52,824.00
682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	7	\$	687.00	\$ 4,809.00
682	6003	VEH SIG SEC (12")LED(YEL)	EA	72	\$	744.00	\$ 53,568.00
682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	8	\$	632.00	\$ 5,056.00
682	6005	VEH SIG SEC (12")LED(RED)	EA	72	\$	657.00	\$ 47,304.00
682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	8	\$	619.00	\$ 4,952.00
682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	91	\$	1,219.00	\$ 110,929.00
682	6023	BACK PLATE (12")(3 SEC)	EA	74	\$	219.00	\$ 16,206.00
682	6024	BACK PLATE (12")(4 SEC)	EA	3	\$	244.00	\$ 732.00
682	6025	BACK PLATE (12")(5 SEC)	EA	2	\$	282.00	\$ 564.00
684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	2796	\$	4.00	\$ 11,184.00
684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	17066	\$	8.00	\$ 136,528.00
684	6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	691	\$	8.00	\$ 5,528.00
684	6014	TRF SIG CBL (TY A)(12 AWG)(9 CONDR)	LF	3249	\$	9.00	\$ 29,241.00
684	6017	TRF SIG CBL (TY A)(12 AWG)(12 CONDR)	LF	630	\$	10.00	\$ 6,300.00
684	6024	TRF SIG CBL (TY A)(12 AWG)(19 CONDR)	LF	3606	\$	11.00	\$ 39,666.00
684	6038	TRF SIG CBL (TY A)(14 AWG)(12 CONDR)	LF	520	\$	7.00	\$ 3,640.00
684	6053	TRF SIG CBL (TY A)(18 AWG)(2 CONDR)	LF	9963	\$	7.00	\$ 69,741.00
684	6054	TRF SIG CBL (TY A)(18 AWG)(3 CONDR)	LF	4865	\$	8.00	\$ 38,920.00
686	6021	INS TRF SIG PL AM (S)1 ARM(20')	EA	2	\$	10,625.00	\$ 21,250.00
686	6023	INS TRF SIG PL AM (S)1 ARM(20) LUM	EA	1	\$	12,250.00	\$ 12,250.00
686	XXX1	INS TRF SIG PL AM (S)1 ARM(35')	EA	1	\$	12,750.00	\$ 12,750.00
686	6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	EA	4	\$	14,875.00	\$ 59,500.00
686	6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	3	\$	15,625.00	\$ 46,875.00

2 of 3 **682** 

Item No	S.P No	Brief Description Of Item	Unit	Approx Qty	Ur	nit Bid Price	Total Amount
686	6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	2	\$	18,193.00	\$ 36,386.00
686	6045	INS TRF SIG PL AM(S)1 ARM(44')	EA	2	\$	17,362.00	\$ 34,724.00
686	6049	INS TRF SIG PL AM(S)1 ARM(48')	EA	2	\$	15,000.00	\$ 30,000.00
686	6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	EA	13	\$	23,625.00	\$ 307,125.00
687	6001	PED POLE ASSEMBLY	EA	73	\$	3,732.00	\$ 272,436.00
688	6001	PED DETECT PUSH BUTTON (APS)	EA	76	\$	1,563.00	\$ 118,788.00
688	6003	PED DETECTOR CONTROLLER UNIT	EA	60	\$	3,125.00	\$ 187,500.00
6000	6136	REMOVE LUMINAIRE	EA	2	\$	1,563.00	\$ 3,126.00
6002	6001	VIVDS PROCESSOR SYSTEM	EA	3	\$	7,764.00	\$ 23,292.00
6002	6002	VIVDS CAMERA ASSEMBLY	EA	3	\$	9,229.00	\$ 27,687.00
6002	6003	VIVDS SET-UP SYSTEM	EA	1	\$	1,177.00	\$ 1,177.00
6002	6005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	655	\$	3.00	\$ 1,965.00
6004	6054	ITS COM CBL (UNDRGRND)(19 AWG/12 PR)	LF	15404	\$	16.00	\$ 246,464.00
6007	6020	FIBER OPTIC PIGTAIL (12 FIBER)	LF	6660	\$	15.00	\$ 99,900.00
6027	6003	CONDUIT (PREPARE)	LF	245	\$	6.00	\$ 1,470.00
6027	6008	GROUND BOX (PREPARE)	EA	8	\$	1,176.50	\$ 9,412.00
6054	6002	COAXIAL CABLE	LF	4866	\$	3.80	\$ 18,490.80
6186	6001	ITS GND BOX(PCAST) TY 1 (243636)	EA	14	\$	4,705.90	\$ 65,882.60
6306	6001	VIVDS PROSR SYS	EA	24	\$	2,941.20	\$ 70,588.80
6306	6002	VIVDS CAM ASSY FXD LNS	EA	27	\$	2,353.00	\$ 63,531.00
6306	6005	VIVDS CNTRL SOFTWARE	EA	8	\$	588.30	\$ 4,706.40
6306	6007	VIVDS CABLING	LF	775	\$	5.90	\$ 4,572.50
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	9	\$	16,000.00	\$ 144,000.00
6001	6001	PORTABLE CHANGEABLE MESSAGE SIGN	DAY	180	\$	176.50	\$ 31,770.00
6185	6002	TMA (STATIONARY)	DAY	18	\$	400.00	\$ 7,200.00
					TOT	AL BID PRICE	\$ 5,917,982.20
					N	MOBILIZATION	\$ 25,001.80
				TOTA	AL PR	OJECT PRICE	\$ 5,942,984.00

APPROVED: Sept. 13th, 2022

Yvette Hernandez - City Engineer Date: Joaquin Royo-ZTEX Construction Date

3 of 3 **683** 



## **CITY OF EL PASO Cost of Summary Proposal**



BID TITLE: TRAFFIC SIGNAL IMPROVEMENTS BID NO: 2022--0594

BID DA	ATE: JUN	IE 01, 202	22					DEPAR	TMENT: C	APITAL IM	PROVEMEN <sup>®</sup>
		ZTEX Construction, Inc.  El Paso, TX  Bidder 1 of 1		so, TX							
NO.		-CODE	BRIEF DESCRIPTION OF ITEM	UNIT	APPROX	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL	UNIT	TOTAL
NO.	ITEM NO.	S.P. NO.	BRIEF DESCRIPTION OF ITEM	ONIT	QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	AMOUNT	PRICE	AMOUNT
			BAS	E BID L		SCHEDULE					
1	100	6001	PREPARING ROW	AC	0.0311	\$1,230,774.00	\$38,277.07				
2	104	6001	REMOVING CONC (PAV)	SY	313	\$24.00	\$7,512.00				
3	104	6011	REMOVING CONC (MEDIANS)	SY	62	\$39.00	\$2,418.00				
4	104	6015	REMOVING CONC (SIDEWALKS)	SY	235	\$24.00	\$5,640.00				
5	104	6029	REMOVING CONC (CURB OR CURB & GUTTER)	LF	2,058	\$10.00	\$20,580.00				
6	104	6032	REMOVING CONC (WHEELCHAIR RAMP)	SY	167	\$24.00	\$4,008.00				
7	104	6036	REMOVING CONC (SIDEWALK OR RAMP)	SY	422	\$24.00	\$10,128.00				
8	104	9997	PARTIAL DRILL SHAFT REMOVAL	EA	106	\$754.00	\$79,924.00				
9	105	6069	REMOVING STAB BASE & ASPH PAV (4"- 6")	SY	101	\$19.00	\$1,919.00				
10	132	6001	EMBANKMENT (FINAL)(ORD COMP)(TYA)	CY	14	\$139.00	\$1,946.00				
11	158	6005	SPEC EXCAV WORK (ORIGINAL)	CY	15	\$170.00	\$2,550.00				
12	314	6005	EMULS ASPH (BS OR SUBGRTRT)(CSS-1H)	GAL	16	\$90.00	\$1,440.00				
13	341	6007	D-GR HMA TY-B PG58-28	TON	50	\$277.00	\$13,850.00				
14	341	6016	D-GR HMA TY-C PG58-28	TON	25	\$277.00	\$6,925.00				
15	341	6010	D-GR HMA TY-B PG70-22	TON	119	\$277.00	\$32,963.00				
16	400	6007	CUT & RESTORE CONC PAVING	SY	46	\$270.00	\$12,420.00				
17	416	6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	276	\$373.00	\$102,948.00				
18	416	6031	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	130	\$499.00	\$64,870.00				
19	416	6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	361	\$519.00	\$187,359.00				





BID NO: 2022--0594 BID TITLE: TRAFFIC SIGNAL IMPROVEMENTS

BID DA	ATE: JUN	IE 01, 202	2					DEPAR	TMENT: C	APITAL IM	PROVEMENT
						El Pa	truction, Inc. so, TX er 1 of 1				
NO.	ITEM NO.	S.P.	BRIEF DESCRIPTION OF ITEM	UNIT	APPROX QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
			BAS	SE BID L	JNIT PRICE	SCHEDULE		U			
20	432	6003	RIPRAP (CONC)(6 IN)	CY	102	\$539.00	\$54,978.00				
21	529	6008	CONC CURB & GUTTER (TY II)	LF	1,778	\$37.00	\$65,786.00				
22	531	6001	CONC SIDEWALKS (4")	SY	90	\$85.00	\$7,650.00				
23	531	6002	CONC SIDEWALKS (5")	SY	19	\$93.00	\$1,767.00				
24	531	6004	CURB RAMPS (TY 1)	EA	9	\$2,063.00	\$18,567.00				
25	531	6005	CURB RAMPS (TY 2)	EA	2	\$2,188.00	\$4,376.00				
26	531	6006	CURB RAMPS (TY 3)	EA	26	\$2,750.00	\$71,500.00				
27	531	6009	CURB RAMPS (TY 6)	EA	2	\$2,813.00	\$5,626.00				
28	531	6010	CURB RAMPS (TY 7)	EA	4	\$2,813.00	\$11,252.00				
29	531	6016	CURB RAMPS (TY 21)	EA	15	\$4,125.00	\$61,875.00				
30	531	6034	CURB RAMPS (TY 7)(MOD)	EA	16	\$3,125.00	\$50,000.00				
31	536	6002	CONC MEDIAN MISC	SY	59	\$188.00	\$11,092.00				
32	ELP	001	TOUCHLESS PED DETECTION (APS)	EA	28	\$2,340.00	\$65,520.00				
33	ELP	01	TOUCHLESS PEDESTRIAN DETECTOR	EA	64	\$2,767.00	\$177,088.00				
34	610	6162	IN RD IL (TY SA) 30T-8 (250W EQ) LED	EA	6	\$6,875.00	\$41,250.00				
35	618	6023	CONDT (PVC) (SCH 40) (2")	LF	4,179	\$32.00	\$133,728.00				
36	618	6024	CONDT (PVC) (SCH 40) (2") (BORE)	LF	7,015	\$37.00	\$259,555.00				
37	618	6029	CONDT (PVC) (SCH 40) (3")	LF	2,738	\$34.00	\$93,092.00				
38	618	6030	CONDT (PVC) (SCH 40) (3") (BORE)	LF	19,870	\$45.00	\$894,150.00				





BID TITLE: TRAFFIC SIGNAL IMPROVEMENTS BID NO: 2022--0594

BID DA	TE: JUN	IE 01, 202	2					DEPAR	TMENT: C	APITAL IM	PROVEMENT
						ZTEX Cons	truction, Inc.				
							so, TX				
	l			II		Bidde	r 1 of 1				
NO.	ITEM	-CODE S.P.	BRIEF DESCRIPTION OF ITEM	UNIT	APPROX	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	NO.	NO.			QTY.				AWOUNT	PRICE	AWOUNT
	I			n e	JNIT PRICE	SCHEDULE	T	1	1		
39	618	6033	CONDT (PVC) (SCH 40) (4")	LF	60	\$38.00	\$2,280.00				
40	618	6034	CONDT (PVC) (SCH 40) (4") (BORE)	LF	230	\$57.00	\$13,110.00				
41	620	6002	ELEC CONDR (NO.14) INSULATED	LF	9,405	\$3.00	\$28,215.00				
42	620	6003	ELEC CONDR (NO.12) BARE	LF	3,463	\$3.00	\$10,389.00				
43	620	6004	ELEC CONDR (NO.12) INSULATED	LF	6,826	\$3.00	\$20,478.00				
44	620	6009	ELEC CONDR (NO.6) BARE	LF	9,195	\$4.00	\$36,780.00				
45	620	6010	ELEC CONDR (NO.6) INSULATED	LF	6,549	\$4.00	\$26,196.00				
46	624	6002	GROUND BOX TY A (122311)W/APRON	EA	14	\$2,063.00	\$28,882.00				
47	624	6008	GROUND BOX TY C (162911)W/APRON	EA	48	\$2,375.00	\$114,000.00				
48	624	6009	GROUND BOX TY D (162922)	EA	15	\$2,438.00	\$36,570.00				
49	624	6010	GROUND BOX TY D (162922) W/APRON	EA	49	\$2,532.00	\$124,068.00				
50	624	6014	GROUND BOX TY 1 (122422)W/APRON	EA	26	\$6,875.00	\$178,750.00				
51	628	6116	ELC SRV TY D 120/240 060(NS)AL(E)SP(O)	EA	1	\$10,625.00	\$10,625.00				
52	628	6128	ELC SRV TY D 120/240 060(NS)GS(N)GC(O)	EA	8	\$8,500.00	\$68,000.00				
53	628	6149	ELC SRV TY D 120/240 060(NS)SS(N)GC(O)	EA	2	\$6,250.00	\$12,500.00				
54	644	6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	8	\$938.00	\$7,504.00				
55	666	6003	REMOVE SM RD SN SUP&AM	EA	66	\$313.00	\$20,658.00				
56	666	6036	REFL PAV MRK TY I (W)4"(BRK)(100MIL)	LF	263	\$3.00	\$789.00				
57	666	6042	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	4,353	\$4.00	\$17,412.00				





BID TITLE: TRAFFIC SIGNAL IMPROVEMENTS

BID NO: 2022--0594

BID DATE: JUNE 01, 2022 DEPARTMENT: CAPITAL IMPROVEMENT

SID DA	NIE: JUN	IE 01, 202	2			Γ		DEPAR	IMENI: C	APITAL IM	PROVEMEN
							truction, Inc.				
							so, TX				
						Bidde	r 1 of 1				
NO.	ITEM:	-CODE S.P.	BRIEF DESCRIPTION OF ITEM	UNIT	APPROX	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	NO.	NO.			QTY.				AWOUNT	PRICE	AMOUNT
	T			11	T I	SCHEDULE	T	1	1		I
58	666	6048	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	1,268	\$4.00	\$5,072.00				
59	666	6054	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	3,128	\$5.00	\$15,640.00				
60	666	6078	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	23	\$530.00	\$12,190.00				
61	666	6126	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	22	\$705.90	\$15,529.80				
62	666	6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	LF	2,049	\$2.50	\$5,122.50				
63	666	6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	LF	103	\$2.70	\$278.10				
64	666	6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	LF	174	\$4.90	\$852.60				
65	666	6180	REFL PAV MRK TY II (W) 12" (SLD)	LF	1,283	\$1.50	\$1,924.50				
66	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	3,133	\$3.00	\$9,399.00				
67	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	22	\$98.90	\$2,175.80				
68	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	21	\$103.60	\$2,175.60				
69	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	2,049	\$1.00	\$2,049.00				
70	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	764	\$1.00	\$764.00				
71	666	6211	REFL PAV MRK TY II (Y) 8" (SLD)	LF	103	\$2.20	\$226.60				
72	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	174	\$3.60	\$626.40				
73	666	6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	300	\$11.80	\$3,540.00				
74	666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	600	\$11.80	\$7,080.00				
75	666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	954	\$11.80	\$11,257.20				
76	666	6321	RE PM W/RET REQ TY I (Y)6"(SLD)(100MIL)	LF	398	\$11.80	\$4,696.40				





BID TITLE: TRAFFIC SIGNAL IMPROVEMENTS BID NO: 2022--0594

BID DA	TE: JUN	IE 01, 202	2					DEPAR	TMENT: C	APITAL IM	PROVEMEN
						El Pa	truction, Inc. so, TX r 1 of 1				
NO.	ITEM	-CODE S.P.	BRIEF DESCRIPTION OF ITEM	UNIT	APPROX QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
			BA	SE BID U	JNIT PRICE	SCHEDULE		"			
77	672	6007	REFL PAV MRKR TY I-C	EA	52	\$16.20	\$842.40				
78	672	6009	REFL PAV MRKR TY II-A-A	EA	78	\$17.70	\$1,380.60				
79	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	2,190	\$2.40	\$5,256.00				
80	677	6003	ELIM EXT PAV MRK & MRKS (8")	LF	502	\$2.40	\$1,204.80				
81	677	6005	ELIM EXT PAV MRK & MRKS (12")	LF	271	\$2.40	\$650.40				
82	677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	1,402	\$2.40	\$3,364.80				
83	677	6018	ELIM EXT PAV MRK & MRKS (18")(YLD TRI)	EA	58	\$16.50	\$957.00				
84	677	6019	ELIM EXT PAV MRK & MRKS (36")(YLD TRI)	EA	24	\$24.80	\$595.20				
85	678	6001	PAV SURF PREP FOR MRK (4")	LF	1,854	\$1.20	\$2,224.80				
86	678	6004	PAV SURF PREP FOR MRK (8")	LF	603	\$1.20	\$723.60				
87	678	6008	PAV SURF PREP FOR MRK (24")	LF	1,430	\$14.20	\$20,306.00				
88	678	6009	PAV SURF PREP FOR MRK (ARROW)	EA	5	\$411.80	\$2,059.00				
89	678	6016	PAV SURF PREP FOR MRK (WORD)	EA	5	\$411.80	\$2,059.00				
90	680	6003	INSTALL HWY TRF SIG (SYSTEM)	EA	11	\$45,000.00	\$495,000.00				
91	682	6001	VEH SIG SEC (12")LED(GRN)	EA	90	\$744.00	\$66,960.00				
92	682	6002	VEH SIG SEC (12")LED(GRN ARW)	EA	12	\$687.00	\$8,244.00				
93	682	6003	VEH SIG SEC (12")LED(YEL)	EA	91	\$744.00	\$67,704.00				
94	682	6004	VEH SIG SEC (12")LED(YEL ARW)	EA	13	\$632.00	\$8,216.00				
95 <b>၈</b>	682	6005	VEH SIG SEC (12")LED(RED)	EA	91	\$657.00	\$59,787.00				

Approved By: \_/S/\_\_ Date: \_\_7/14/2022\_\_\_





BID TITLE: TRAFFIC SIGNAL IMPROVEMENTS BID NO: 2022--0594

BID DA	TE: JUN	IE 01, 202	2					DEPAR	TMENT: C	APITAL IM	PROVEMEN
						El Pa	truction, Inc. so, TX r 1 of 1				
NO.	ITEM	-CODE S.P.	BRIEF DESCRIPTION OF ITEM	UNIT	APPROX QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
			BA	SE BID L	JNIT PRICE	SCHEDULE					
96	682	6006	VEH SIG SEC (12")LED(RED ARW)	EA	10	\$619.00	\$6,190.00				
97	682	6018	PED SIG SEC (LED)(COUNTDOWN)	EA	109	\$1,219.00	\$132,871.00				
98	682	6023	BACK PLATE (12")(3 SEC)	EA	90	\$219.00	\$19,710.00				
99	682	6024	BACK PLATE (12")(4 SEC)	EA	7	\$244.00	\$1,708.00				
100	682	6025	BACK PLATE (12")(5 SEC)	EA	3	\$282.00	\$846.00				
101	684	6007	TRF SIG CBL (TY A)(12 AWG)(2 CONDR)	LF	4,731	\$4.00	\$18,924.00				
102	684	6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	LF	20,163	\$8.00	\$161,304.00				
103	684	6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	LF	1,143	\$8.00	\$9,144.00				
104	684	6014	TRF SIG CBL (TY A)(12 AWG)(9 CONDR)	LF	3,679	\$9.00	\$33,111.00				
105	684	6017	TRF SIG CBL (TY A)(12 AWG)(12 CONDR)	LF	1,413	\$10.00	\$14,130.00				
106	684	6024	TRF SIG CBL (TY A)(12 AWG)(19 CONDR)	LF	3,977	\$11.00	\$43,747.00				
107	684	6038	TRF SIG CBL (TY A)(14 AWG)(12 CONDR)	LF	520	\$7.00	\$3,640.00				
108	684	6053	TRF SIG CBL (TY A)(18 AWG)(2 CONDR)	LF	10,844	\$7.00	\$75,908.00				
109	684	6054	TRF SIG CBL (TY A)(18 AWG)(3 CONDR)	LF	5,392	\$8.00	\$43,136.00				
110	686	6021	INS TRF SIG PL AM (S)1 ARM(20')	EA	2	\$10,625.00	\$21,250.00				
111	686	6025	INS TRF SIG PL AM (S)1 ARM(24')	EA	1	\$12,500.00	\$12,500.00				
112	686	6029	INS TRF SIG PL AM (S)1 ARM(28')	EA	1	\$15,000.00	\$15,000.00				
113	686	6023	INS TRF SIG PL AM (S)1 ARM(20')LUM	EA	1	\$12,250.00	\$12,250.00				
က် တို့ —	686	XXX1	INS TRF SIG PL AM (S)1 ARM(35')	EA	1	\$12,750.00	\$12,750.00				

Approved By: \_/S/\_ Date: \_\_7/14/2022\_\_\_





BID TITLE: TRAFFIC SIGNAL IMPROVEMENTS

BID NO: 2022--0594

BID DATE: JUNE 01, 2022 DEPARTMENT: CAPITAL IMPROVEMENT

						El Pa	truction, Inc. so, TX r 1 of 1				
NO.	ITEM-CODE ITEM S.P. NO. NO.		BRIEF DESCRIPTION OF ITEM	UNIT	APPROX QTY.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	NO.	NO.	BAS	SE BID L	INIT PRICE	SCHEDULE					
115	686	6035	INS TRF SIG PL AM(S)1 ARM(32')LUM	EA	5	\$14,875.00	\$74,375.00				
116	686	6039	INS TRF SIG PL AM(S)1 ARM(36')LUM	EA	3	\$15,625.00	\$46,875.00				
117	686	6043	INS TRF SIG PL AM(S)1 ARM(40')LUM	EA	3	\$18,193.00	\$54,579.00				
118	686	6045	INS TRF SIG PL AM(S)1 ARM(44')	EA	2	\$17,362.00	\$34,724.00				
119	686	6049	INS TRF SIG PL AM(S)1 ARM(48')	EA	4	\$15,000.00	\$60,000.00				
120	686	6051	INS TRF SIG PL AM(S)1 ARM(48')LUM	EA	14	\$23,625.00	\$330,750.00				
121	687	6001	PED POLE ASSEMBLY	EA	88	\$3,732.00	\$328,416.00				
122	688	6001	PED DETECT PUSH BUTTON (APS)	EA	92	\$1,563.00	\$143,796.00				
123	688	6003	PED DETECTOR CONTROLLER UNIT	EA	67	\$3,125.00	\$209,375.00				
124	6000	6136	REMOVE LUMINAIRE	EA	2	\$1,563.00	\$3,126.00				
125	6002	6001	VIVDS PROCESSOR SYSTEM	EA	3	\$8,249.00	\$24,747.00				
126	6002	6002	VIVDS CAMERA ASSEMBLY	EA	3	\$9,805.00	\$29,415.00				
127	6002	6003	VIVDS SET-UP SYSTEM	EA	1	\$1,250.00	\$1,250.00				
128	6002	6004	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	655	\$3.00	\$1,965.00				
129	6002	6054	ITS COM CBL (UNDRGRND)(19 AWG/12 PR)	LF	15,404	\$17.00	\$261,868.00				
130	6007	6011	FIBER OPTIC CBL (SNGLE-MODE)(12 FIBER)	LF	280	\$20.00	\$5,600.00				
131	6007	6020	FIBER OPTIC PIGTAIL (12 FIBER)	LF	8,755	\$15.00	\$131,325.00				
132	6007	6023	FIBER OPTIC PATCH PANEL (12 POSITION)	EA	1	\$4,840.00	\$4,840.00				
133 ກ —	6007	6003	CONDUIT (PREPARE)	LF	245	\$7.00	\$1,715.00				

Approved By: \_/S/\_\_\_ Date: \_\_7/14/2022\_\_\_



#### **CITY OF EL PASO**



### **Cost of Summary Proposal**

BID TITLE: TRAFFIC SIGNAL IMPROVEMENTS BID NO: 2022--0594 **BID DATE: JUNE 01, 2022 DEPARTMENT: CAPITAL IMPROVEMENT ZTEX Construction, Inc.** El Paso, TX Bidder 1 of 1 ITEM-CODE **APPROX** UNIT **TOTAL** TOTAL NO. **BRIEF DESCRIPTION OF ITEM UNIT UNIT PRICE** TOTAL AMOUNT **UNIT PRICE** ITEM S.P. **AMOUNT** PRICE **AMOUNT** QTY. NO. NO. **BASE BID UNIT PRICE SCHEDULE** \$12.500.00 134 6027 6008 **GROUND BOX (PREPARE)** EΑ 10 \$1.250.00 LF 135 6054 6002 COAXIAL CABLE 5,393 \$4.00 \$21,572.00 EΑ 136 6186 6001 ITS GND BOX(PCAST) TY 1 (243636) 16 \$5,000.00 \$80,000.00 137 6306 6001 **VIVDS PROSR SYS** 28 \$87,500.00 EΑ \$3,125.00 138 6306 6001 VIVDS CAM ASSY FXD LNS EΑ 34 \$2,500.00 \$85,000.00 139 6306 6005 VIVDS CNTRL SOFTWARE EΑ 10 \$625.00 \$6.250.00 140 6306 6007 **VIVDS CABLING** LF 1.553 \$6.30 \$9,783.90 141 Space left Blank 142 502 6001 BARRICADES. SIGNS AND TRAFFIC HANDLING MO \$20.000.00 \$220,000,00 11 143 6001 6001 PORTABLE CHANGEABLE MESSAGE SIGN DAY 220 \$187.50 \$41.250.00 144 6185 6002 TMA (STATIONARY) DAY 22 \$437.50 \$9,625.00 \$7,192,210.07 SUM TOTAL BASE BID I (Items 1-144) Contractor's price: \$7,139,163.47 \$60,836.53 MOBILIZATION (Not to exceed 5% of Sum Total of Base Bid I) \$7,253,046.60 SUM TOTAL (Base Bid I and Mobilization) Contractor's price: \$7,200,000.00 AMENDMENT ACKNOWLEDGED Yes **BID BOND SUBMITTED** Yes

### 2022-0594 Traffic Signal Improvents Views List

No.	COMPANY	NAME
1	AMTEK	Rugh, John
2	Bella Luna Engineeri	Luna, Larry
3	Black stallion Contr	Reyes, Carlos
4	CEA Group	Concha, David
5	ConstructConnect	STINSON, MORGAN
6	Construction Reporte	Wood, Jane
7	Dannenbaum Engineeri	Villalobos, Silverio
8	Deltek	Management, Source
9	Direx Construction,	Hudson, Brad
10	Diverging Approach I	Henderson, Matthew
11	Dodge Data	Peggy, Koehn
12	Enotsyek	Dominguez, Luis
13	EPHCC	Mireles, Maria
14	eRepublic, Inc.	Lamoreaux, Mary
15	Horizone Const. 1 LT	De Stefano, Luis Rene
16	i- Sourcing Technolo	Balai, Rakesh
17	ITERIS	JOHN, DRAKE
18	Jerry Priester	Priester, Jerry
19	Jobe Materials	Paredes, Raul
20	Lizandro Naranjo	Naranjo, Lizandro
21	Lobo Distribution LL	Wolfe, Perry
22	Martinez Bros. Contr	Martinez, Heriberto
23	Mean Clean IIc	Salazar, Carlos
24	MERCER TECHNOLOGIES	Mercer, Garrett
25	MoboTrex, Inc.	Lanning, Cody
26	Moreno Cardenas Inc.	Quintanilla, Veronica
27	Mr.	Ortiz, Cano
28	Pacific Inc	Doe, John
29	PMI Pavement Marking	HESSNEY, STEVE
30	Prime Vendor Inc.	Jones, Kim
31	PWXPress	Miller, Mary
32	RBM Engineeering, In	Morris, Bryan
33	RBM ENGINEERING	Morris, Bryan
34	RDZ BUILD	Rodriguez, Manny
35	Smartprocure	Bjornsson, Ron
36	The Planit Room	Hernandez, Cecilia
	Tri-State Electric,	Motta, Alejandro
	Vitual Builders Exch	Olguin, Jeannette
	Wayne Enterprises	Austin, Fork
-	ZTEX Construction I	Royo, Joaquin
41		Banquil, Lovely
42		Watson, Frank
43		Maldonado, Mariana
44		Arzaga, Ruben
45		Colmenero, Yvonne



**Traffic Signal Improvements** 

Solicitation No: 2022-0594

09/27/2022







Location:	Pebble Hills Dr. and Tierra Mina Dr. Edgemere Blvd. and Tim Foster St. Pebble Hills Dr. and Tim Foster St. Mesa Hills Dr. and Cabaret Dr. Rich Beem Dr. and Ralph Seitsinger Dr.,	Edgemere Blvd. and Tierra Dorada Dr., Ventana Ave. and Tierra Este Rd., Pebble Hills Dr. and John Hayes St. Sean Haggerty Dr. and Rushing Road.
District(s):	4, 5, 8	
Total Budget:	\$ 7,956,000.00	
Funding Source:	Traffic Signal CIP 2022	

Project Location



Mesa Hills Dr. and Cabaret Dr



Ventana Ave. and Tierra Este Rd



Sean Haggerty Dr. and Rushing Rd.





Pebble Hills Blvd. and Tierra Mina Dr.
Pebble Hills Blvd. and Tim Foster St.
Pebble Hills Blvd. and John Hayes St.
Edgemere Blvd. and Tim Foster St.
Edgemere Blvd. and Tierra Dorada Dr.
Rich Beem Blvd. and Ralph Seitsinger Dr.



# **Existing Conditions**



Mesa Hills Dr. and Cabaret



Rich Beem Dr. and Ralph Seitsinger Dr. Pebble Hills Dr. and Tierra Mina Dr.





Pebble Hills Dr. and Tim Foster St.



Pebble Hills Dr. and John Hayes St.



Sean Haggerty Dr. and Rushing Road



Ventana Ave. and Tierra Este Rd.



Edgemere Blvd. and Tim Foster St.



Edgemere Blvd. and Tierra Dorada Dr.



# **5** Scope of Work

 Installation of traffic signals, signage and pavement markings including modifications to Hot-Mix Asphaltic Concrete (HMAC) and Continuously Reinforced Concrete Pavements (CRCP), ADA compliant sidewalks and ramps, driveways, curb and gutters, rolled curbs, illumination, and traffic signal interconnect system





## EPA TX

# **Procurement Summary**

- Procurement Method-Competitive Sealed Proposal (CSP)
  - Solicitation advertised on 4/05/2022 and 4/12/2022
    - 1 firms submitted bid, 1 local vendor
  - Recommendation
    - Award the contract to ZTEX Inc. in the amount of \$5,942,984.00
  - Construction Schedule

Start: Fall/2022
 End: Spring / 2024

# **Mission**

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



Integrity, Respect, Excellence, Accountability, People



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



Integridad, Respeto, Excelencia, Responsabilidad, Personas



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 #: 22-1215, 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 be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and CARL DANIEL ARCHITECTS, INC., a Domestic For-Profit Corporation, for a project known as "ARCHITECT & ENGINEERING SERVICES ~ EL PASO HEALTH DEPARTMENT RELOCATION, PHASE I' for an amount not to exceed \$592,361.00 and that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed \$50,000.00; and to approve Additional Services for an amount not to exceed \$50,000.00; if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$692,361.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

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

AGENDA DATE: September 27, 2022 PUBLIC HEARING DATE: Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** 

Yvette Hernandez, PE, City Engineer, (915) 212-1860

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 8 - Nurture & Promote a Healthy, Sustainable Community

**SUBGOAL:** 8.1 Deliver prevention, intervention, and mobilization services to promote a healthy, productive, and safe community

#### **SUBJECT:**

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and CARL DANIEL ARCHITECTS, INC., a Domestic For-Profit Corporation, for a project known as "ARCHITECT & ENGINEERING SERVICES ~ EL PASO HEALTH DEPARTMENT RELOCATION, PHASE I" for an amount not to exceed \$592,361.00 and that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed \$50,000.00; and to approve Additional Services for an amount not to exceed \$50,000.00; if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$692,361.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

### **BACKGROUND / DISCUSSION:**

Coronavirus State & Local Fiscal Recovery Funds (CSLFRF) will be used to support urgent COVID-19 response efforts to continue to decrease spread of the virus, bring the pandemic under control and address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic on certain populations. Phase I involves the consolidation of the Health Department COVID Response staff with COVID testing lab, COVID Response Supply Center, and the COVID Vaccination Clinic. This consolidation will improve operation efficiencies for COVID response while offering additional health department related services.

#### **SELECTION SUMMARY:**

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

Revised 04/09/2021 - Previous Versions Obsolete

VARIANCE: N/A
PROTEST N/A
PRIOR COUNCIL ACTION: N/A
AMOUNT AND SOURCE OF FUNDING: Amount: \$592,361.00 Funding Source: CSLRF
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X YESNO
PRIMARY DEPARTMENT: Capital Improvement Department SECONDARY DEPARTMENT: Department of Public Health
**************************************
DEPARTMENT HEAD:
Assistant Director Capital Improvement  Yvette Hernandez, P.E.  City Engineer

#### RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Carl Daniel Architects, Inc., a Domestic For-Profit Corporation, for a project known as "Architect & Engineering Services ~ El Paso Health Department Relocation, Phase I" for an amount not to exceed \$592,361.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$692,361.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

101 W 101W1 WIII0WIII 01 40,2,001.00, WIIW	that the city is uninger of administrator to estuding the
funding sources and make any necessary	budget transfers and execute any and all document
necessary for the execution of the Agreeme APPROVED THIS DAY	
	CITY OF EL PASO:
	Oscar Leeser, Mayor
ATTEST:	
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:  Assistant Director Capital Improvement Demay DeMuro / Long
Roberta Brito	Yvette Hernandez, P.E., City Engineer
Assistant City Attorney	Capital Improvement Department

	CIT	Y OF EL I	PASO A/E	SELECTI	ON SCOR	RESHEET						
Rater	ARCHITE	SOLICITATION #2022-0775R ARCHITECT & ENGINEERING SERVICES ~ EL PASO HEALTH DEPARTMENT RELOCATION PHASE I										
	ALVIDREZ ARCHITECTURE	ARCHIPELI	CDA - CARL DANIELS ARCHITECTS	CIRE3	COUNTRYMAN & CO.	DPS - DEKKER PERICH SABATINI	GA ARCHITECTURE INC.	MIJARES-MORA ARCHITECTS, INC.	MNK ARCHITECTS			
Rater 1	27	61	80	39	66	72	55	75	56			
Rater 2	58	37	59	37	47	51	47	69	41			
Rater 3	84	76	89	43	87	88	83	90	94			
Rater 4	23	65	85	29	71	73	65	66	54			
Rater 5	78	77	79	68	80	81	82	76	71			
OVERALL SCO	RE <u>270</u>	<u>316</u>	<u>392</u>	<u>216</u>	<u>351</u>	<u>365</u>	332	<u>376</u>	<u>316</u>			

CDA - Carl <u>Daniels</u> Architects <u>#1</u> <u>392</u> Mijares-Mora <u>376</u> DPS - Dekker #3 Perich Sabatini <u>365</u> Countryman & Co. <u>351</u> GA Architecture 332 MNK Architects <u>#6</u> <u>316</u> <u>ArchiPeli</u> <u>#6</u> <u>316</u> <u>Alvidrez</u> <u>#7</u> 270 CIRE3 #8 <u>216</u>

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

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_ by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the "Owner", and Carl Daniel Architects, Inc., a Domestic For-Profit Corporation, hereinafter referred to as the "Consultant".

**WHEREAS,** the Owner intends to engage the Consultant to perform professional services for the project known as "Architect & Engineering Services ~ El Paso Health Department Relocation, Phase I", hereinafter referred to as the "**Project**", as further described in **Attachment** "A"; and

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

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

## ARTICLE I. ATTACHMENTS

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

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate

## ARTICLE II. PROJECT

- **2.1** The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.
- 2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

1

- **2.3** The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.
- 2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.
- 2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

## ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

**3.1 PAYMENT TO CONSULTANT.** The Owner shall pay to the Consultant an amount not to exceed \$592,361.00 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **\$50,000.00**, if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **\$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

**3.2 CONSULTANT'S SERVICES.** The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment** "C".

- 3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to Attachment "D". Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.
  - **3.3.1** Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.
  - **3.3.2** The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.
- 3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project is \$8,570,725.00, which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in Attachment "A". The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than ten percent (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.
- 3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

## ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

**4.1 PERIOD OF SERVICE.** The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the

requested services in accordance with the timelines and schedules outlined in **Attachments** "C" and "D".

- 4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve** (12) months after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.
- **4.3 TERMINATION.** This Agreement may be terminated as provided herein.
  - **4.3.1 TERMINATION BY OWNER.** It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.
  - **4.3.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.
  - **4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE.** The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees

that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

## ARTICLE V. INSURANCE AND INDEMNIFICATION

- **5.1 INSURANCE.** The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.
  - **5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

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

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

a) Commercial General Liability
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury

b) AUTOMOBILE LIABILITY
Combined Single Limit
\$1,000,000.00 per accident

5

- **5.1.3 PROFESSIONAL LIABILITY INSURANCE.** The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000.00 on a claims made basis.
- **5.1.4 OWNER AS ADDITIONAL INSURED.** The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.
- **5.1.5 PROOF OF INSURANCE.** The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.
- **5.1.6 GENERAL INSURANCE PROVISIONS.** All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.
- 5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

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

## ARTICLE VI. FEDERAL AND STATE PROVISIONS

**6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS.** Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including,

but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

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

- --The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.
- --The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.
- --The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".
- -- The Texas Department of Transportation through an Agreement with the Owner.

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

- **6.1.1 CONTRACT ASSURANCE**. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- **6.1.2 DBE GOOD FAITH EFFORTS**. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

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

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

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

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

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

- (1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national

origin.

- (4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
  - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

### ARTICLE VII. GENERAL PROVISIONS

- **7.1 CONTRACT TIME.** Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment** "**D**". It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.
- **7.2 OPINION OF PROBABLE COST.** As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent** (10%) of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent** (10%), the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

- 7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in Attachment "D" and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.
- COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the 7.4 Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

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

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

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

### 7.6 CONTRACTING INFORMATION

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

- **7.7 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.
- **7.8 VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.
- **7.9 GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.
- **7.10 CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

- **7.11 SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.
- **7.12 NOTICES.** Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: The City of El Paso

Attn: City Manager P. O. Box 1890

El Paso, Texas 79950-1890

With a Copy to: The City of El Paso

Attn: City Engineer P. O. Box 1890

El Paso, Texas 79950-1890

To the Consultant: Carl Daniel Architects, Inc.

Attn: Carl V. Daniel, Jr.

305 Leon St. El Paso, TX 79901

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

- **7.13 CONFLICTING PROVISIONS.** Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.
- **7.14 ENTIRE AGREEMENT.** This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.
- **7.15 TEXAS GOVERNMENT CODE**. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

### WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

	CITY OF EL PASO:
	Tomás González City Manager
Roberta Brito Assistant City Attorney	
	ACKNOWLEDGMENT
THE STATE OF TEXAS COUNTY OF EL PASO	\$ \$ \$
	acknowledged before me on this day of, 202_, w Manager of the City of El Paso, Texas.
	Notary Public, State of Texas
My commission expires:	

(Signatures begin on following page)

CONSULTANT:

By Name: Carl V. Daniel, Jr.

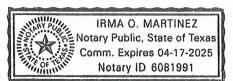
Title: President

### **ACKNOWLEDGEMENT**

THE STATE OF Texas §

COUNTY OF El Paso §

This instrument was acknowledged before me on this YHM day of September, 2022, by Carl V. Daniel, Jr., as President, on behalf of Consultant.



Notary Public, State of Texas

My commission expires:

04-17-2025

## ATTACHMENT "A" SCOPE OF SERVICES

### ATTACHMENT "A" Scope of Work

#### 1. SERVICES REQUIRED

#### 2. Programming and predesign documents and reports (Pre Design) Phase

During this phase, the firm shall coordinate with stakeholders to validate the requirements for development of Health Dept. facility concepts. The firm will be expected to produce architectural renderings, and space layout options. The firm may also be requested and coordinate with utility services providers.

#### 2. Schematic Design (Preliminary) Phase

During the Schematic Design Phase, the firm shall complete a Basis of Design Report to include preliminary design analysis and supporting engineering calculations. It is within this phase that the firm shall survey, investigate and discover all site conditions that may affect the design or project function, permitting, budget or schedule. It is also within this phase that firm will have identified all requirements to commence design with accurate assumptions.

The Schematic Design submittal shall include, but not be limited to the following:

- Cover Sheet with code and permit summary (90% complete)
- Architectural Plan and Details (minimum 30% complete)
- Civil Engineering Plan and Details (50% complete)
- Mechanical and Plumbing Plan and Details (50% complete)
- Structural Plan and Details (59% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)-
- ▼ Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- Outline of Specs (90% complete)

#### 2.0 DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

#### 2.1 Design Development (Pre-Final Design) Phase

The firm shall submit the following Design Development Phase submittal as applicable:

- Coversheet/ Code data (100% complete)
- Architectural Plan and Details (75% complete)
- Civil Engineering Plan and Details (75% complete)
- Mechanical and Plumbing Plan and Details (75% complete)
- Structural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (90% complete)

- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (90% complete)
- Grading Plan (95% complete)
- Landscape Pian (90% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

#### 2. Final Design (100% Construction Documents)

The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:

- Cover Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Engineering Plan and Details (100% complete)
- Mechanical and Plumbing Plan and Details (100% complete)
- Structural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevent (1009) complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation, typical and special details (100% complete)
- Specifications (100% complete)

#### 3. Cost Estimates

The firm shall develop and submit third party construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City prevailing wage rates as adopted by the City Council.

#### 4. Design Analysis

Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

#### 5. City Review

At completion of each design phase, the firm shall make documents electronically, including a copy of design review documentation (redlines), to the City and stakeholder reviewers via BlueBeam Revu or similar PDF markup and editing software. The firm shall meet with the City within three working days of the submission for review. After meeting with the City, the firm shall have seven (7) consecutive calendar days to revise and resubmit plans.

If the City determines that the submittal does not comply with the above-required completion percentages, the firm shall resubmit in accordance with the above requirements. After the comments have been provided by City staff and addressed by the firm, the firm shall electronically submit the revised design package to the City within five (5) business days.

#### 6. Document formats, distribution and ownership

Throughout the phase submittals and in advance of construction, the firm shall make available to the City at no extra charge, all electronic project document files in native format including CAD and Building Information Model files.

#### 7. Bidding and Construction Administration

For bidding purposes, the firm shall provide electronic deliverables in a PDF format on a data sharing platform such as One Drive of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening the firm shall provide electronic deliverables in a PDF format on a data sharing platform such as One Drive of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the firm shall provide electronic deliverables in a PDF format on a data sharing platform such as One Drive of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

In advance of construction the firm shall make all design phase submittals available to the City at no extra charge, in native format including CAD and Building Information Model files.

During the construction phase, the designer shall assist the City with the following items:

- Respond to all questions from the contractor (request for information (RFIs)
- Provide advice and recommendations to the City.
- Provide contract drawing modifications for permit revisions (as required)
- Review contractor technical submittals in a timely matter.
- Attend weekly construction meetings (as required).
- Visit site and provide written observation reports (as required).
- Advise the City on validity of all request for change orders.
- · Prepare independent cost estimates on all request for change orders.
- Participate in substantial completion inspection and provide punch list to the City.
- Participate in final completion inspection.

Produce and provide an electronic copy (PDF and CAD) of "as-built" record drawings.

During construction project closeout the firm shall produce and provide as-built drawings in an electronic format.

#### 3.0 SCHEDULE

The firm shall provide a design schedule from the preliminary phase to the final design phase. The firm shall also submit a detailed Design Monitoring Report describing how new changes were implemented, and how overall quality was controlled after each phase. This report will also include a compliance letter summarizing key points of the overall progress and demonstrating full compliance with ALL owner design requirements.

The City estimates that the project duration will be 235 days as follows:

Programming Phase (Pre-Design): 30 consecutive calendar days Schematic Design Phase (Preliminary): 90 consecutive calendar days

Design Development Phase (Pre-Final): 75 consecutive days Final Design Phase: 25 consecutive days Bid and Permit Package 15 consecutive days

Competitive Bidding and Negotiated Proposals: TBD Construction Phase Services: TBD

If the firm is to propose an alternate schedule it is to be included in the Statement of Qualifications.

## ATTACHMENT "B" CONSULTANT'S FEE PROPOSAL AND HOURLY RATES



29 August 2022

Ms. Jessica Torres Capital Improvement Department 218 N. Campbell El Paso, Texas 79902

Re: Solicitation No. 2022-0775R
El Paso Health Department Relocation Project
Renovation Project Phase 1
Tenant Improvement
Fee Proposal Revision 2

Dear Ms. Torres.

Carl Daniel Architects (CDA), is pleased to submit this fee proposal to provide Architectural/Engineering Services for the El Paso Health Department Relocation Project Phase 1, Tenant Improvement building for the following buildings:

#### 200 KANSAS

Tenant Improvement approximately 8,648 sf building with internal circulation and spaces as indicated on the **Section I – PROJECT OVERVIEW**, **Table 1**: Attached **EXHIBIT A** 

#### 9566 RAILROAD

Tenant Improvement approximately 29,500 sf with internal circulation and spaces as indicated on the <u>Section 1 - Project Overview</u>, Table 2: Attached EXHIBIT B

Our Basic Services for both buildings will include Architectural, Mechanical, Electrical, Plumbing, and Cost Estimating. Civil, Structural, and Landscaping will not be included for this interior Tenant Improvement. Additional Services as listed on page 4 of the Request for Statement of Qualification can be provided if requested.

Our services will be provided following the Section II, 1.0 SERVICES REQUIRED as shown on the attached EXHIBIT C, 4 pages, with omitted items lined out in red.

Ms. Torres

Page 2

Re: El Paso Health Department Relocation Project Renovation Project Phase 1 Tenant Improvement Fee Proposal

29 August 2022

For our Basic Architectural Services we propose a Lump Sum Fee of \$592,361. We attach our Fee Summary and Detail Sheets.

Our fee proposal does not included the following:

- · Asbestos Report
- · Printing of Bid Documents
- · Building Permit
- · Construction Material Testing

#### We also attach the following:

- · Hourly Rate Schedule
- Form 1295
- An itemization of detailing the breakdown of general administrative overhead multiplier and profit markup
- · Certificate of Insurance
- · Texas Certificate of Fact
- Signed House Bill 793

We welcome the opportunity to work with the City of El Paso again on this important project.

Sincerely,

Carl V. Daniel, Jr., AIA, NCARB, LEED AP, CNU-a

President 2022-30/Contract

#### **200 KANSANS STREET**

#### **EXHIBIT A**

	Table 1: facility requirements for 200 Kansas)	CE
Department 211 Call Center	Programming  1 Call Center: Total square footage: 1, 250 sq ft  Offices: • 1 private office/cubicle for Supervisor •6 cubicles stations for call center with T1 drops-socially distanced per CDC guidelines-preferably in open U shape to where specialists can talk with one another to trouble shoot calls. •Secure server room with lock for TIRN/Lumen servers-Server rack	SF 1,250
Health Education  Academic Health Dept.	measurements: 11 x 2.5 x 2 (h x 1 x w).  1 lobby/1 cubicle for Admin Assistant 2 private offices for Manager and supervisor 1 separate private office that can be used on a rotating basis for privacy with program participating in individual health coaching. 4 offices each shared by two employees Health Education Storage:  6-10 cubicles for academic interns	1,943
WIC & WIC call center	6 offices approx. 10x12 each (720 sf), 1 program mgr. office — 12x16 (168 sf), copy/file room 384 sf. For WIC: commercial kitchen and classroom combined for food demonstration classes for WIC clients total sq. ft. needed: 2910 sf classroom and 192 sf commercial kitchen. This program should have its own entrance for women and children's program, as much as possible.	360 3,365
Usable Square Footage	Net Area Circulation @ 25% Total USF	6,918 1,730 8,648

9566 RAILROAD

#### **EXHIBIT B**

Department	Programming	SF
Lab Administration*	Lab Admin office, Lab Manager office & Lab Storage	650
Medical Waiver *	Small waiting area, small conference room, RN Interview room, 2 supervisor offices, Manager office, Intern workspace, Storage room, 12 work stations & print area	1,762
Family Planning (Existing COVID clinic)	Existing to remain	N/A
Immunizations	Reception, Waiting area, files room, storage, IT room, 3 exam rooms, nurse station, Manager office, Storage medical supply, Vaccine storage room	1,284
Pharmacy	Existing 3 offices, to be combined for new Pharmacy	304
ТВ	Waiting room, reception, records room, case register office, restrooms, Open work space with 8 workstations, Supervisor office, Admin. Storage, Vitals room, files room, storage, nurse station, medical supplies room, Manager office with private closet, 7 exam rooms, pressure room with spit room, small lab, NP office, electrical room and mechanical room	5,826
DIS*	3 Interview rooms, Records room, Manager office, IT room, storage, 2 supervisor offices, 11 work stations, printing area & closet	2,865
Epidemiology	4 offices, file room with printing area, storage, 8 work stations, office supply closet	1,191
Epidemiology overflow workstations	2 Printing areas, 11 work stations	1,020
Mother's room	Hand sink, sitting area (ADA Accessible)	98
Conference room	Accommodate 10 people	229
Fiscal Services	16 employees, 3 offices, 13 workstations	2,500
Administration Offices & Mail room *	Directors office 20X20, 3 offices 13x 20, 1 front desk 6x10, 1 storage room 10x 20, 1 conference room 30x20	2,250
Title X Family	SOW verify, will share clinical space w/ family planning (existing COVID clinic)	TBD
CDC Grants	5 offices and 21 workstations (verify)	1,800
Break room (shared by all depts.)	TBD	TBD
Conference Room	40x40 Training conference	300
Gym	TBD 400	722
Restrooms	400	TBD
Usable Square Footage	Net Area Circulation @ 25% Total USF	23,600 <u>5,900</u> 29,500

#### 1. SERVICES REQUIRED

#### 2. Programming and predesign documents and reports (Pre Design) Phase

During this phase, the firm shall coordinate with stakeholders to validate the requirements for development of Health Dept. facility concepts. The firm will be expected to produce architectural renderings, and space layout options. The firm may also be requested and coordinate with utility services providers.

#### 2. Schematic Design (Preliminary) Phase

During the Schematic Design Phase, the firm shall complete a Basis of Design Report to include preliminary design analysis and supporting engineering calculations. It is within this phase that the firm shall survey, investigate and discover all site conditions that may affect the design or project function, permitting, budget or schedule. It is also within this phase that firm will have identified all requirements to commence design with accurate assumptions.

The Schematic Design submittal shall include, but not be limited to the following:

- Cover Sheet with code and permit summary (90% complete)
- Architectural Plan and Details (minimum 30% complete)
- Civil Engineering Plan and Details (50% complete)
- Mechanical and Plumbing Plan and Details (50% complete)
- Structural Plan and Details (50% complete).
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- Outline of Specs (90% complete)

#### 2.0 DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

#### 2.1 Design Development (Pre-Final Design) Phase

The firm shall submit the following Design Development Phase submittal as applicable:

- Coversheet/ Code data (100% complete)
- Architectural Plan and Details (75% complete)
- Civil Engineering Plan and Details (75% complete)
- Mechanical and Plumbing Plan and Details (75% complete)
- Structural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (90% complete)

- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (90% complete)
- Grading Plan (95% complete)
- Landscape Plan (90% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

#### 2. Final Design (100% Construction Documents)

The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:

- Cover Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Engineering Plan and Details (100% complete)
- Mechanical and Plumbing Plan and Details (100% complete)
- Structural Plan and Details (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation, typical and special details (100% complete)
- Specifications (100% complete)

#### 3. Cost Estimates

The firm shall develop and submit third party construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City prevailing wage rates as adopted by the City Council.

#### 4. Design Analysis

Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

#### 5. City Review

At completion of each design phase, the firm shall make documents electronically, including a copy of design review documentation (redlines), to the City and stakeholder reviewers via BlueBeam Revu or similar PDF markup and editing software. The firm shall meet with the City within three working days of the submission for review. After meeting with the City, the firm shall have seven (7) consecutive calendar days to revise and resubmit plans.

If the City determines that the submittal does not comply with the above-required completion percentages, the firm shall resubmit in accordance with the above requirements. After the comments have been provided by City staff and addressed by the firm, the firm shall electronically submit the revised design package to the City within five (5) business days.

#### 6. Document formats, distribution and ownership

Throughout the phase submittals and in advance of construction, the firm shall make available to the City at no extra charge, all electronic project document files in native format including CAD and Building Information Model files.

#### 7. Bidding and Construction Administration

For bidding purposes, the firm shall provide electronic deliverables in a PDF format on a data sharing platform such as One Drive of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening the firm shall provide electronic deliverables in a PDF format on a data sharing platform such as One Drive of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the firm shall provide electronic deliverables in a PDF format on a data sharing platform such as One Drive of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

In advance of construction the firm shall make all design phase submittals available to the City at no extra charge, in native format including CAD and Building Information Model files.

During the construction phase, the designer shall assist the City with the following items:

- Respond to all questions from the contractor (request for information (RFIs)
- · Provide advice and recommendations to the City.
- Provide contract drawing modifications for permit revisions (as required)
- Review contractor technical submittals in a timely matter.
- Attend weekly construction meetings (as required).
- Visit site and provide written observation reports (as required).
- Advise the City on validity of all request for change orders.
- · Prepare independent cost estimates on all request for change orders.
- Participate in substantial completion inspection and provide punch list to the City.
- Participate in final completion inspection.

#### EXHIBIT C

Produce and provide an electronic copy (PDF and CAD) of "as-built" record drawings.

During construction project closeout the firm shall produce and provide as-built drawings in an electronic format.

#### 3.0 SCHEDULE

The firm shall provide a design schedule from the preliminary phase to the final design phase. The firm shall also submit a detailed Design Monitoring Report describing how new changes were implemented, and how overall quality was controlled after each phase. This report will also include a compliance letter summarizing key points of the overall progress and demonstrating full compliance with ALL owner design requirements.

The City estimates that the project duration will be 235 days as follows:

Programming Phase (Pre-Design): 30 consecutive calendar days Schematic Design Phase (Preliminary): 90 consecutive calendar days

Design Development Phase (Pre-Final): 75 consecutive days
Final Design Phase: 25 consecutive days

Bid and Permit Package 15 consecutive days

Competitive Bidding and Negotiated Proposals: TBD Construction Phase Services: TBD

If the firm is to propose an alternate schedule it is to be included in the Statement of Qualifications.

#### El Paso Health Department Relocation Phase 1

#### **FEE SUMMARY**

#### 200 KANSAS

	Pre-Design	Schematic Design	Design Development	Final Design	Bid	Construction Admin.	Totals
CDA	\$12,250	\$36,615	\$32,310	\$23,630	\$3,530	\$15,430	\$123,765
ALLEGRO	\$0	\$14,000	\$8,750	\$7,000	\$1,750	\$3,500	\$35,000
BATH	\$0	\$15,000	\$7,500	\$7,500	\$500	\$4,500	\$35,000
COST	\$0	\$5,580	\$8,520	\$5,932	\$0	\$0	\$20,032
ADA REVIEW & INSPECTION				\$1,225			\$1,225
SUB-TOTALS	\$12,250	\$71,195	\$57,080	\$45,287	\$5,780	\$23,430	\$215,022

#### 9566 RAILROAD

	Pre-Design	Schematic Design	Design Development	Final Design	Bid	Construction Admin.	Totals
CDA	\$27,010	\$50,175	\$37,310	\$28,730	\$8,430	\$36,430	\$188,085
ALLEGRO	\$0	\$24,000	\$15,000	\$12,000	\$3,000	\$6,000	\$60,000
BATH	\$0	\$43,000	\$21,500	\$21,500	\$500	\$9,500	\$96,000
COST ESTIMATE	\$0	\$9,512	\$12,730	\$9,512	\$0	\$0	\$31,754
ADA REVIEW & INSPECTION				\$1,500			\$1,500
TOTALS	\$27,010	\$126,687	\$86,540	\$73,242	\$11,930	\$51,930	\$377,339

TOTAL	\$39,260	\$197,882	\$143,620	\$118,529	\$17,710	\$75,360	\$592,361

### ATTACHMENT "C" CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the "ARCHITECT & ENGINEERING SERVICES ~ EL PASO HEALTH DEPARTMENT RELOCATION, PHASE I" hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

#### BASIC SERVICES OF THE CONSULTANT

#### **GENERAL**

- 1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.
- 2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.
- 3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.
- 4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

#### **REPORT/CONCEPT PHASE**

- 1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:
  - **a.** Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.
  - **b.** Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.
  - **c.** (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

- connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
- **d.** Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.
- **e.** As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.
- 2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

#### PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

- 1. Consult with the Owner to determine the Owner's requirements for the Project.
- 2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior,

Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

- 3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.
- **4.** Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.
- 5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.
- Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.
- 7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.
- **8.** Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.
- 9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

#### PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities.

The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

- 2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the "Drawings," to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called "Specifications." These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.
- 3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.
- **4.** Prepare proposal forms.
- 5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

#### **PHASE III - FINAL DESIGN PHASE**

The Consultant shall do the following:

- 1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.
- 2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.
- 3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.
- 4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.
- 5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.
- 6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

#### **BIDDING PHASE**

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

- 1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.
- 2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.
- **3.** Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.
- **4.** Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval

- authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.
- As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.
- 6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

#### **CONSTRUCTION PHASE**

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

- **1.** Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.
- 2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.
- **3.** Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.
- 4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

- 5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. Such review must be complete within ten City working days following receipt of submittal documents. The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.
- 6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.
- Passed on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.
- 8. Conduct with the Owner and construction contractor no more than two brief preliminary inspections, at times requested by the construction contractor to determine if the Project is ready for final inspection.
- 9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The "punch list" shall be furnished to the construction contractor and the Owner within two City working days after the final inspection.

- 10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.
- 11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.
- 12. Furnish the Owner one set of reproducible (**D format**) "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format
- **13.** Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.
- 14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.
- **15.** Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.
- **16.** Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.
- 17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.
- 18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.
- **19.** Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.
- **20.** Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

- **21.** Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.
- 22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.
- 23. Provide additional or extended services during construction made necessary by: a) work damaged by fire or other cause during construction; b) prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; c) Acceleration of the work schedule involving services beyond normal city working hours; or d) the construction contractor's default under the construction contract due to delinquency or insolvency.
- **24.** Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.
- 25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

#### **ADDITIONAL SERVICES OF THE CONSULTANT**

#### **GENERAL**

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

- 1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.
- 2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by ten percent or more.
- 3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

- **4.** Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.
- 5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

#### RESIDENT PROJECT SERVICES

- 1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.
- 2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.
- 3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

#### ATTACHMENT "D" PAYMENT SCHEDULE

For the project known as "ARCHITECT & ENGINEERING SERVICES ~ EL PASO HEALTH DEPARTMENT RELOCATION, PHASE I", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed \$592,361.00 for all Basic Services and reimbursables noted within the Agreement and its attachments.

#### PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

#### **Payment to Consultant**

The compensation for each task described in Attachment "A". Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

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

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

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

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

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

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

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

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

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

#### **DELIVERABLE SCHEDULE**

#### **CONCEPT PHASE**

The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five** (5) **copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE I—PRELIMINARY DESIGN PHASE

The services called for in **Phase I** of this Agreement shall be completed and **ten** (10) **copies** of any required documents and opinion of probable construction costs shall be submitted within 120 **consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five** (5) **copies** of the resubmitted design documents.

#### PHASE II—PRE-FINAL DESIGN PHASE

The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE III—FINAL DESIGN PHASE

The services called for in **Phase III** of this Agreement shall be completed and **ten** (10) **copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **Three** (3) **copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten** (10) **copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to

proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

#### PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **one** (1) **copy** of all addenda to the Owner for appropriate action within **four** (4) **months.** 

#### PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

## ATTACHMENT "E" INSURANCE CERTIFICATE

#### ACORD...

### CERTIFICATE OF LIABILITY INSURANCE

Client#: 159277

DATE (MM/DD/YYYY)

8/26/2022

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

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

PRODUCER	CON	CONTACT Debi Wylie					
USI Southwest		PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 610-					
7600-C No. Capital of Tx Hwy. #200		AIL RESS: debra.w		om			
Austin, TX 78731		AMARIAN .	INSURER(S) AF	FORDING COVERAGE		NAIC#	
	INS	JRER A : XL Spec	ialty Insuranc	e Company		37885	
INSURED	INS	URER B:					
Carl Daniel Architects, Inc.	INS	URER C:					
305 Leon St.		INSURER D:					
El Paso, TX 79901	INS	INSURER E:					
	INS	INSURER F:					
COVERAGES CERTIFICATE NU		Nemerous VI		REVISION NUMBE			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURAN INDICATED. NOTWITHSTANDING ANY REQUIREMENT, CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. L	TERM OR CONDITION OF AN INSURANCE AFFORDED BY	Y CONTRACT O THE POLICIES SEEN REDUCED	R OTHER DO DESCRIBED BY PAID CLAI	CUMENT WITH RES HEREIN IS SUBJEC	SPECT TO W	HICH THIS	
INSR TYPE OF INSURANCE INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
COMMERCIAL GENERAL LIABILITY	PAGE 100 (100 (100 (100 (100 (100 (100 (100			EACH OCCURRENCE	\$		
CLAIMS-MADE OCCUR				DAMAGE TO RENTED PREMISES (Ea occurre	ence) \$		
				MED EXP (Any one per	son) \$		
				PERSONAL & ADV INJ	URY \$		
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGAT	re \$		

PRODUCTS - COMP/OP AGG POLICY LOC OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY **BODILY INJURY (Per person)** \$ ANY AUTO SCHEDULED BODILY INJURY (Per accident) OWNED AUTOS ONLY AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) \$ HIRED AUTOS ONLY EACH OCCURRENCE **UMBRELLA LIAB** OCCUR **EXCESS LIAB** AGGREGATE \$ CLAIMS-MADE RETENTION \$ DED PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$2,000,000 per claim 04/24/2022 04/24/2023 DPR9992582 **Professional Liab** Retro:09/01/89 \$4,000,000 annl aggr. Claims Made & Reported Pol

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Project #2022-0755R, Architect & Engineering Services - El Paso Health Department Relocation Phase 1.

CERTIFICATE HOLDER	CANCELLATION
City of El Paso 218 N. Campbell Street El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
EI Paso, 17 79901	AUTHORIZED REPRESENTATIVE
r.	Sames E. Commercan

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#### CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

	CONTACT NAME: KIM	DUSLEY				
HUB INTERNATIONAL INSURANCE SERVICES-CLIENT CONNECTION	PHONE:	FAX: (800)736-7026				
800 S WASHINGTON ST VAN WERT, OH 45891	E-MAIL ADDRESS: kousley@central-insurance.com					
	INSURER(S) AFFORDING	COVERAGE	NAIC#			
	INSURER A	Central Mutual	20230			
INSURED	INSURER B	Texas Mutual				
CARL DANIEL ARCHITECTS 305 LEON ST	INSURER C					
EL PASO, TX 79901	INSURER D					
	INSURER E					
	INSURER F					

#### CERTIFICATE NUMBER

#### 5129912

#### **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
Α	GENERAL LIABILITY	Y	Υ	8609102	3/15/2022	3/15/2023	EACH OCCURRENCE	\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$	1,000,000
	POLICY X PRO- X LOC				1		GENERAL AGGREGATE	\$	2,000,000
							PRODUCTS - COMP/OP AGG	\$	2,000,000
Α	AUTOMOBILE LIABILITY  ANY AUTO		Υ	8609102	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
					1		BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS			,			PROPERTY DAMAGE (Per accident)	\$	
Α	UMBRELLA LIABILITY	Υ	Υ	8609103	3/15/2022	3/15/2023	EACH OCCURRENCE	\$	5,000,000
71,5	UMBRELLA X OCCUR	8	a)	10.0 d. o. 2 f. 1999 d.		esida deministra	AGGREGATE	\$	5,000,000
	X EXCESS LIAB CLAIMS-MADE DED RETENTION \$								
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001189094	3/15/2022	3/15/2023	X WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNERS/EXEC-						E.L. EACH ACCIDENT	\$	1000000.00
	UTIVE OFFICE/MEMBER EXCLUDED? [1] (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	1000000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1000000.00

#### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

CERTIFICATE HOLDER

Certificate Holders are additional insured per the attached endorsements.

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

Project name/number: #2022-0775R Architect & Engineering Services ~ El Paso Health Department Relocation, Phase I

The General Liability policy include a blanket automatic additional insured endorsement that provides additional insured to the certificate holder only when there is a written contract or agreement between the named insured and the certificate holder requires such status. The General liability policy include blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

City of El Paso 218 N Campbell St El Paso TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	KIM OUSLEY

CANCELLATION



Architect & Engineering Services
Relocation of the El Paso Dept. of Health

Solicitation No: 2022-0775R

September 27, 2022





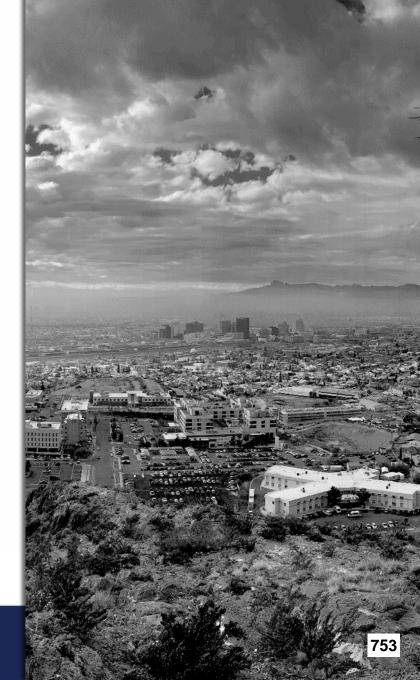


Location	9566 Railroad Dr.
District:	4
Total Budget:	\$592,361
Funding Source:	Coronavirus State & Local Fiscal Recovery Fund (CSLFRF)



## **Project Details**

- Design services for renovation of the 9566
   Railroad Dr. building to consolidate the Health
   Department COVID Response staff with COVID
   testing lab, COVID Response Supply Center, and
   the COVID Vaccination Clinic.
- Consolidation will improve operational efficiencies for COVID response while offering additional health department related services.





# **Project Location**





Current Location 5155 El Paso Dr.



Future Location 9566 Railroad

### EPA TX CITY OF EL PASO

## **Procurement Summary**

- Solicitation advertised on June 23, 2022
  - Nine (9) firms submitted statements of qualifications, all local firms
- Recommendation
  - To award the architect &engineering services contract to Carl Daniel Architects, a local firm, in the amount of \$592,361.
  - That the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed \$50,000.00; and to approve Additional Services for an amount not to exceed \$50,000.00; if such services.
- Design Schedule
  - Start: September 2022

End: July 2023

# **Mission**

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



Integrity, Respect, Excellence, Accountability, People



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



Integridad, Respeto, Excelencia, Responsabilidad, Personas



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



## El Paso, TX

#### Legislation Text

File #: 22-1166, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Armida R. Martinez, (915) 212-1605

#### AGENDA LANGUAGE:

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

An Ordinance vacating a 0.012 acre and 0.018 acre portions of City Right-of-way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas.

Subject Property: 106 W Mills Ave.

Applicant: Mills Plaza Properties II, LP and Mills Plaza Parking II, LP, SURW22-00011

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

AGENDA DATE: September 13, 2022 PUBLIC HEARING DATE: September 27, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Armida R. Martinez, (915) 212-1605

**DISTRICT(S) AFFECTED**: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### **SUBJECT:**

An Ordinance vacating a 0.012 acre and 0.018 acre portions of City Right-of-way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas

Subject Property: 106 W Mills Ave.

Applicant: Mills Plaza Properties II, LP and Mills Plaza Parking II, LP, SURW22-00011

#### **BACKGROUND / DISCUSSION:**

City Plan Commission recommended 7-0 to approve the right-of-way vacation on September 22, 2022. As of August 26, 2022, the Planning Division has not received any communication in support or opposition to the vacation request. See attached staff report for additional information.

"19.15.040.G of the City Code requires the applicant to pay the appraised market value for the vacated ROW. An appraisal was completed on June 25, 2022 providing a market value of \$46.00 per square foot. The estimated payment for the total requested area is \$25,000.00."

#### **PRIOR COUNCIL ACTION:**

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_YES \_\_\_NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

**DEPARTMENT HEAD:** 

Philip Tiwe

ORDINANCE NO.	

# AN ORDINANCE VACATING A 0.012 ACRE AND 0.018 ACRE PORTIONS OF CITY RIGHT-OF-WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

**WHEREAS**, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a 0.012 acre and 0.018 acre portion of City Right-of-Way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a 0.012 acre and 0.018 acre portion of City Right-of-Way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended;

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

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as a 0.012 acre and 0.018 acre portion of City Right-of-Way adjacent to a portion of Pioneer Plaza, Block 5 and all of Lot 28, Block 6, Mills Addition, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibits "A" and "B" and in the attached surveys identified as Exhibits "C" and "D" made a part hereof by reference is hereby vacated.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated property to Mills Plaza Properties II, LP and Mills Plaza Parking II, LP.

ADOPTED this	_ day of, 20
	THE CITY OF EL PASO:
ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Russell T. Abeln	Philip Ctive Philip F. Etiwe, Director
Assistant City Attorney	Planning & Inspections Department

(Quitclaim Deed on following page)

#### **EXHIBIT A**



Souder, Miller & Associates ◆ One San Jacinto Plaza, 201 E. Main, Suite 1205 ◆ El Paso, TX 79912 (915) 842-0598

AUGUST 15, 2022

BEING A 0.012 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

PREPARED FOR: FRANKLIN MOUNTAIN INVESTMENTS

METES AND BOUNDS DESCRIPTION

A CERTAIN PARCEL OF LAND BEING A PORTION OF A PUBLIC RIGHT OF WAY ADJACENT TO PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND CHISLED "X" AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY, ALSO BEING THE SOUTHWEST CORNER OF THE BUILDING ON THE LOT 2B, BLOCK 6, ANSON MILLS MAP;

THENCE, DEPARTING THE SOUTHEAST CORNER OF THE RIGHT OF WAY, \$85°25'02"W, A DISTANCE OF 11.91 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, WITH A DELTA ANGLE OF 79° 45′ 04″ AND A RADIUS OF 3.50 FEET FOR A DISTANCE OF 4.88 FEET, THE LONG CHORD OF WHICH BEARS N85°26′44″W FOR A DISTANCE OF 4.49 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

THENCE N33°37'05"W A DISTANCE OF 24.26 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

THENCE N4°17'31"E A DISTANCE OF 3.66 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY:

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, WITH A DELTA ANGLE OF 31°56′12″ AND A RADIUS OF 6.06 FEET FOR A DISTANCE OF 3.38 FEET, THE LONG CHORD OF WHICH BEARS N13°30′07″W FOR A FOR A DISTANCE OF 3.34 FEET TO AN ANGLE POINT;

THENCE N37°59'54"W A DISTANCE OF 1.77 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

THENCE N31°31'21"E A DISTANCE OF 11.58 FEET TO THE NORTHEAST CORNER OF THE RIGHT OF WAY.

THENCE S33°50'47"E A DISTANCE OF 45.47 FEET TO THE POINT OF BEGINNING.

LOT CONTAINING 512 Sq. Ft. OR 0.012 ACRES OF LAND MORE OR LESS.

EXHIBIT "A" SKETCH OF THE RIGHT OF WAY ACCOMPANIES THIS DESCRIPTION.

William J. Brush

OF TENENCE OF TENENCE

Engineering • Environmental • Geomatics

www.soudermiller.com

#### **EXHIBIT B**



Souder, Miller & Associates ◆ One San Jacinto Plaza, 201 E. Main, Suite 1205 ◆ El Paso, TX 79912 (915) 842-0598

AUGUST 12, 2022

BEING A 0.018 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

PREPARED FOR: FRANKLIN MOUNTAIN INVESTMENTS

METES AND BOUNDS DESCRIPTION

A CERTAIN PARCEL OF LAND BEING A PORTION OF A PUBLIC RIGHT OF WAY ADJACENT TO THE PARCEL DESCRIBED AS PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEAST CORNER OF THE RIGHT OF WAY, WHENCE A SCRIBED "X" AT THE SOUTHWEST CORNER OF THE MILLS ADDITION MILLS PLAZA PROPERTIES II, DOCUMENT No. 20080012174, FILED IN THE OFFICE OF THE EL PASO COUNTY CLERKS OFFICE, BEARS N12° 48' 40"W, FOR A DISTANCE OF 33.94 FEET;

THENCE, S11° 45' 24"E, FOR A DISTANCE OF 12.00' TO THE SOUTHEAST CORNER OF THE RIGHT OF WAY:

THENCE, S78° 14' 36"W, FOR A DISTANCE OF 65.78' TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY:

THENCE, N11° 45' 24"W, FOR A DISTANCE OF 12.00' TO THE NORTHWEST CORNER OF THE RIGHT OF WAY:

THENCE, N78° 14' 36"E, FOR A DISTANCE OF 65.78' TO THE POINT OF BEGINNING;

LOT CONTAINING 789 SQ. FT. OR 0.018 ACRES OF LAND MORE OR LESS.

EXHIBIT "A" SKETCH OF THE RIGHT OF WAY ACCOMPANIES THIS DESCRIPTION.

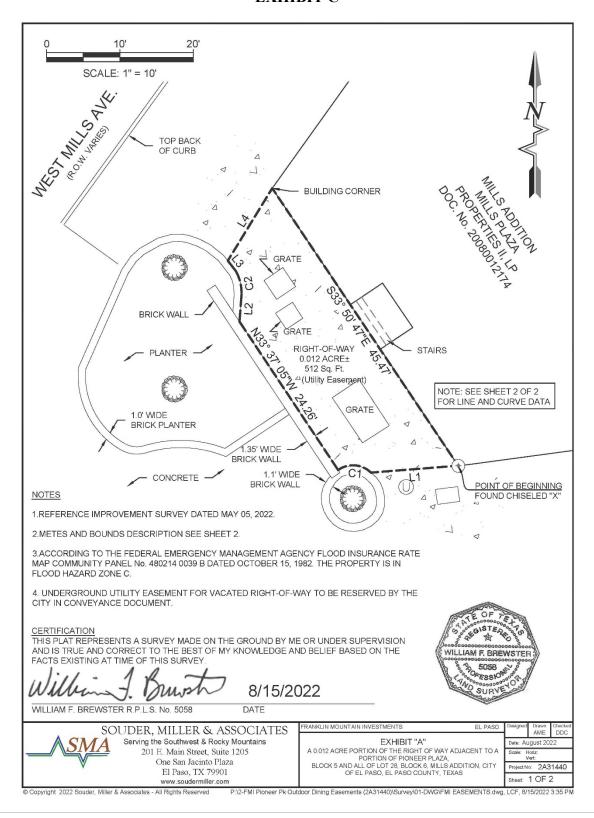
William J. Brush



Engineering lacktriangle Environmental lacktriangle Geomatics

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#### **EXHIBIT C**



ORDINANCE NO.

#### **EXHIBIT "A"**

LINE TABLE				
LINE# BEARING DISTANCE				
L1	S85°25'02"W	11.91		
L2 N04°17'31"E		3.66		
L3	N37°59'54"W	1.77		
L4	N31°31'21"E	11.58		

CURVE TABLE					
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	4.88	3.50	79°45'04"	N85°26'44"W	4.49
C2	3.38	6.06	31°56'12"	N13°30'07"W	3.34

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One San Jacinto Plaza
El Paso, TX 79901

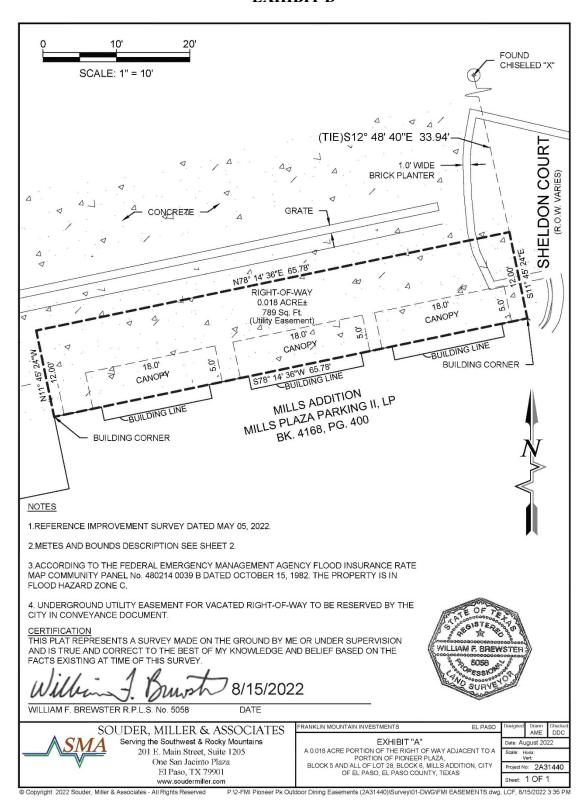
EXHIBIT "A"

A 0.012 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A
PORTION OF PIONEER PLAZA,
BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY
OF EL PASO, EL PASO COUNTY, TEXAS

www.soudermiller.com Sheet: 2 OF 2

© Copyright: 2022 Souder, Miller & Associates - All Rights Reserved P.12-FMI Pioneer Pk Outdoor Dining Easements (2A31440)\Survey\01-DWGFMI EASEMENTS.dwg, AME, 8/15/2022 12:59 PM

#### **EXHIBIT D**



ROW Vacation SURW22-00011 22-1007-2952|1198889|RTA **ORDINANCE NO.** 

## **Sheldon Court Right-of-Way Vacation**

City Plan Commission — September 22, 2022



CASE NUMBER/TYPE: SURW22-00011 –SHELDON COURT RIGHT-OF-WAY VACATION

CASE MANAGER: Armida R. Martinez, (915) 212-1605, <u>martinezar@elpasotexas.gov</u>

**PROPERTY OWNER:** Mills Plaza Parking II, LP and Mills Plaza Properties II, LP

**REPRESENTATIVE:** Franklin Mountain Investments

**LOCATION:** West of Oregon St. and South of Mills Ave. (District 8)

**PROPERTY AREA:** 0.03 acres

**ZONING DISTRICT(S):** C-5/H (Commercial/Historic)

**PUBLIC INPUT:** No opposition received as of 09/13/2022

**SUMMARY OF RECOMMENDATION:** Staff recommends **APPROVAL** of Sheldon Court Right-of-Way (ROW) Vacation.

Sheldon Court ROW Vacation

TENAS

TENAS

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**DESCRIPTION OF REQUEST:** The applicant seeks to vacate two portions of Sheldon Court located within Mills Addition Subdivision. The total area requested to be vacated is 0.03 acres in size. The areas currently serve as a walkway and seating area adjacent to Pioneer Plaza Park. The applicant is vacating the right-of-way in order to provide amenities such as an outdoor patio café that will serve the Plaza Hotel and Mills Plaza parking garage. A utility easement will be retained as all existing infrastructure and services are expected to remain.

#### **CASE HISTORY/RELATED APPLICATIONS: N/A**

**NEIGHBORHOOD CHARACTER:** Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use					
North	C-5/NC/H (Commercial/Historic) / Commercial Development				
South	C-5/H/sp (Commercial/Historic /special permit) / Parking lot; Commercial				
	Development				
East	C-5/NC/H (Commercial/Historic) / Commercial Development				
West	est C-5/H (Commercial/Historic) / Park				
Nearest Public Facility and Distance					
Park	Pioneer Plaza Park (abutting)				
School	Triumph High School (0.38 mi.)				
Plan El Paso Designation					
G1, Downtown and O1, Preserve					
Impact Fee Service Area					
N/A	N/A				

**PUBLIC COMMENT:** Notices of the proposed right-of-way vacation were sent on August 26,2022 to all property owners within 200 feet of the subject property. As of September 13, 2022, staff has not received any communication regarding this request.

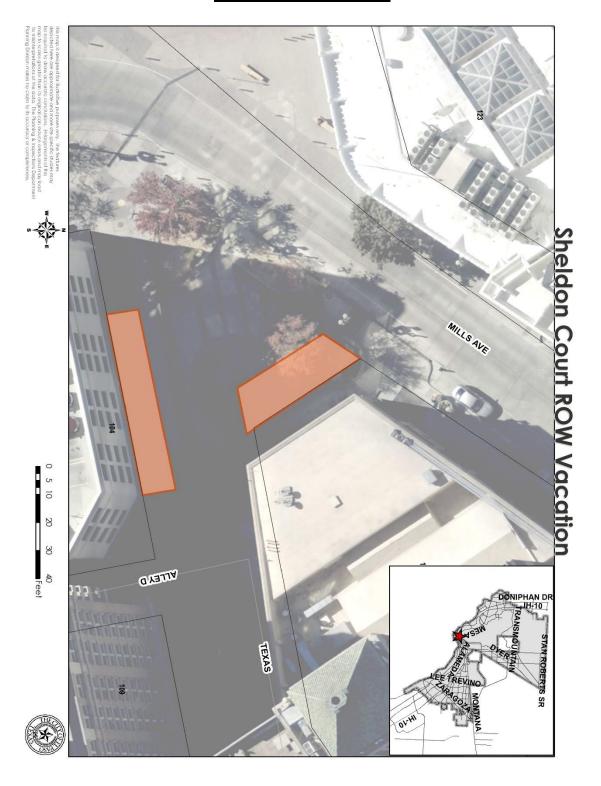
#### **CITY PLAN COMMISSION OPTIONS:**

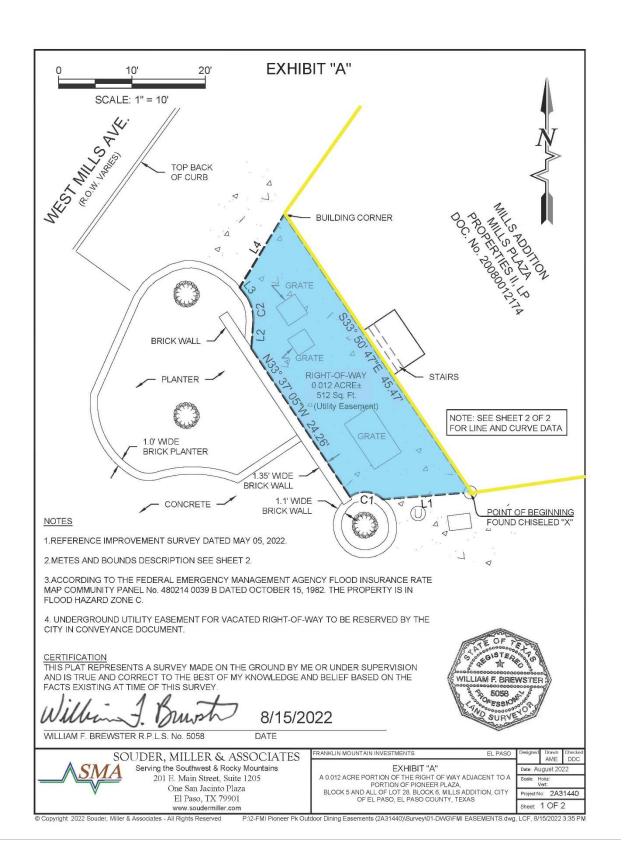
The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

- Recommend Approval: The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. (Staff Recommendation)
- 2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
- 3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

#### **ATTACHMENTS:**

- 1. Aerial Map
- 2. Survey
- 3. Metes and Bounds Description
- 4. Survey
- 5. Metes and Bounds Description
- 6. Application
- 7. Department Comments





#### **EXHIBIT "A"**

LINE TABLE				
LINE# BEARING DISTANCE				
L1	S85°25'02"W	11.91		
L2 N04°17'31"E		3.66		
L3	1.77			
L4	N31°31'21"E	11.58		

CURVE TABLE					
CURVE#	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
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EXHIBIT "A"

A 0.012 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A
PORTION OF PIONEER PLAZA,
BLOCK 5 AND ALL OF LOT 28, BLOCK 5, MILLS ADDITION, CITY
OF EL PASO, EL PASO COUNTY, TEXAS

Oppyright 2022 Souder, Miller & Associates - All Rights Reserved P \(\)2-FMI Pioneer Pk Outdoor Dining Easements (2A31440)\(\)Survey\(\)01-DWGFMI EASEMENTS.dwg, AME, 8/15/2022 12:59 PM



Souder, Miller & Associates ♦ One San Jacinto Plaza, 201 E. Main, Suite 1205 ♦ El Paso, TX 79912 (915) 842-0598

AUGUST 15, 2022

BEING A 0.012 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

PREPARED FOR: FRANKLIN MOUNTAIN INVESTMENTS

METES AND BOUNDS DESCRIPTION

A CERTAIN PARCEL OF LAND BEING A PORTION OF A PUBLIC RIGHT OF WAY ADJACENT TO PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND CHISLED "X" AT THE SOUTHEAST CORNER OF THE RIGHT OF WAY, ALSO BEING THE SOUTHWEST CORNER OF THE BUILDING ON THE LOT 2B, BLOCK 6, ANSON MILLS MAP;

THENCE, DEPARTING THE SOUTHEAST CORNER OF THE RIGHT OF WAY, \$85°25'02"W, A DISTANCE OF 11.91 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, WITH A DELTA ANGLE OF 79° 45′ 04″ AND A RADIUS OF 3.50 FEET FOR A DISTANCE OF 4.88 FEET, THE LONG CHORD OF WHICH BEARS N85°26′44″W FOR A DISTANCE OF 4.49 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

THENCE N33°37'05"W A DISTANCE OF 24.26 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

THENCE N4°17'31"E A DISTANCE OF 3.66 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY;

THENCE, ALONG THE ARC OF A CURVE TO THE LEFT, WITH A DELTA ANGLE OF 31°56′12″ AND A RADIUS OF 6.06 FEET FOR A DISTANCE OF 3.38 FEET, THE LONG CHORD OF WHICH BEARS N13°30′07″W FOR A FOR A DISTANCE OF 3.34 FEET TO AN ANGLE POINT;

THENCE N37°59'54"W A DISTANCE OF 1.77 FEET TO AN ANGLE POINT OF THE RIGHT OF WAY:

THENCE N31°31'21"E A DISTANCE OF 11.58 FEET TO THE NORTHEAST CORNER OF THE RIGHT OF WAY.

THENCE \$33°50'47"E A DISTANCE OF 45.47 FEET TO THE POINT OF BEGINNING.

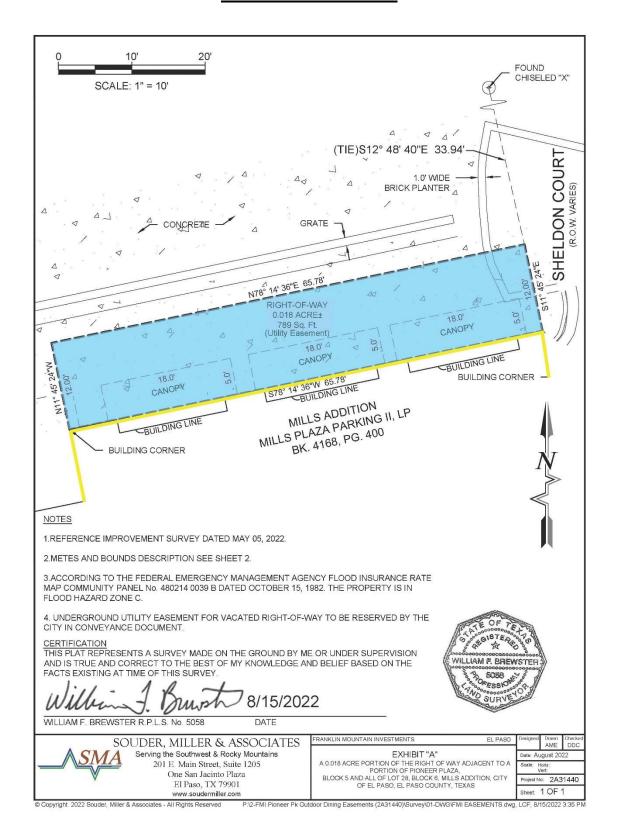
LOT CONTAINING 512 Sq. Ft. OR 0.012 ACRES OF LAND MORE OR LESS.

EXHIBIT "A" SKETCH OF THE RIGHT OF WAY ACCOMPANIES THIS DESCRIPTION.

Engineering ♦ Environmental ♦ Geomatics

William J. Brush

www.soudermiller.com





Souder, Miller & Associates ♦ One San Jacinto Plaza, 201 E. Main, Suite 1205 ♦ El Paso, TX 79912 (915) 842-0598

AUGUST 12, 2022

BEING A 0.018 ACRE PORTION OF THE RIGHT OF WAY ADJACENT TO A PORTION OF PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS

PREPARED FOR: FRANKLIN MOUNTAIN INVESTMENTS

METES AND BOUNDS DESCRIPTION

A CERTAIN PARCEL OF LAND BEING A PORTION OF A PUBLIC RIGHT OF WAY ADJACENT TO THE PARCEL DESCRIBED AS PIONEER PLAZA, BLOCK 5 AND ALL OF LOT 28, BLOCK 6, MILLS ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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THENCE, S11° 45' 24"E, FOR A DISTANCE OF 12.00' TO THE SOUTHEAST CORNER OF THE RIGHT OF WAY;

THENCE, S78° 14' 36"W, FOR A DISTANCE OF 65.78' TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY:

THENCE, N11° 45' 24"W, FOR A DISTANCE OF 12.00' TO THE NORTHWEST CORNER OF THE RIGHT OF WAY;

THENCE, N78° 14' 36"E, FOR A DISTANCE OF 65.78' TO THE POINT OF BEGINNING;

LOT CONTAINING 789 SQ. FT. OR 0.018 ACRES OF LAND MORE OR LESS.

EXHIBIT "A" SKETCH OF THE RIGHT OF WAY ACCOMPANIES THIS DESCRIPTION.





Engineering ♦ Environmental ♦ Geomatics

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#### VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

	Date: File No. SURW22-00011
1.	APPLICANTS NAME Mills Plaza Parking II, LP and Mills Plaza Properties II, LP
	ADDRESS 100 East San Antonio /106 W Mills Ave El Paso, TX ZIP CODE 79901 TELEPHONE 915-504-7 1 5 2
2.	Request is hereby made to vacate the following: (check one)  Street Alley Easement Other
	Street Name(s) Sheldon Court Subdivision Name Mill.s Addition
	Abutting Blocks Blocks 6 Abutting Lots Lot 28
3.	Reason for vacation request: Outdoor Dining
4.	Surface Improvements located in subject property to be vacated:  None Paving Curb & Gutter Power Lines/Poles Fences/Walls Structures Other Sidewalk
5.	Underground Improvements located in the existing rights-of-way:  None Telephone Electric Gas Water Sewer Storm Drain Other
6.	Future use of the vacated right-of-way:  Yards Parking Expand Building Area Replat with abutting Land Other Outdoor Dining
7.	Related Applications which are pending (give name or file number):  Zoning Board of Adjustment Subdivision Building Permits Other
8.	Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).
	Signature Legal Description Telephone
	The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. If We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.
	The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.  The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of
	any applicable City ordinances.  OWNER SIGNATURE:  REPRESENTATIVE SIGNATURE: Richard Bransford
	REPRESENTATIVE (PHONE): 915-804-7151
	REPRESENTATIVE (E-MAIL): rbransford@fmmep.com
	NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.
	Planning & Inspections Department 811 Texas   P.O. Box 1890   El Paso, Texas 79950-1890  (915) 212-0085
	ITEM 1 - General Commen

*SURW22-00011* 9 *September 22, 2022* 

#### Planning and Inspections Department- Planning Division

Staff recommends approval.

#### Planning and Inspections Department-Land Development Division

No objections to proposed ROW vacation.

#### **Parks and Recreation:**

No objections.

#### **Sun Metro:**

No comments received.

#### **Fire Department:**

Recommend approval. No adverse comments.

#### **Streets and Maintenance Department:**

The Streets and Maintenance Department has no objections for this application.

#### **Capital Improvement Department**

No comments received.

#### El Paso Water Utilities:

EPWater-PSB does not object to this request.

#### Water:

There is an existing 8-inch diameter water main that extends along Sheldon Ct., located approximately 20-feet north of the Mills Plaza Parking II building line. This main is available for service.

There is an existing 8-inch diameter water main that extends along Mills Ave, located approximately 30-feet south of the north right-of-way line. This main is available for service.

EPWater records indicate an active 1-inch yard meter serving Pioneer Plaza. The service address for this meter is 101 Texas Ave.

Previous water pressure from fire hydrant #1391, located on Mills Ave approximately 300-feet west of Oregon St., has yielded a static pressure of 90 (psi), a residual pressure of 86 (psi), and a discharge of 1,482 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

#### **Sanitary Sewer:**

There is an existing 8-inch diameter sanitary sewer main that extends along Mills Ave., located approximately 40-feet south of the north 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.

#### AT&T

No objections if easement is granted.

#### **Texas Gas**

No comments received.

#### **El Paso Electric**

No comments received.

#### Spectrum:

No comments received.

#### **El Paso County 911 District**

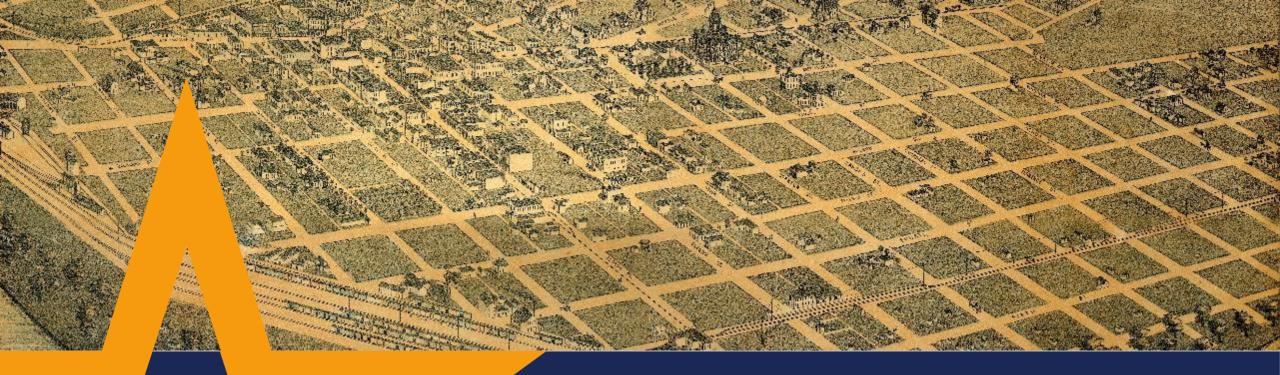
No comments received.

#### **Texas Department of Transportation**

No comments received.

#### El Paso County Water Improvement District #1

The attached item is not within the boundaries of EPCWID1.



ITEM 35

# Sheldon Court ROW Vacation

SURW22-00011



Strategic Goal 3.

Promote the Visual Image of El Paso **Sheldon Court ROW Vacation** STAN ROBERTS SR TEXAS

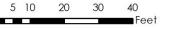


# **Aerial**



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.





**Sheldon Court ROW Vacation** STAN ROBERTS SR TEXAS ALLEYD

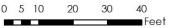


# ROW with Existing Development



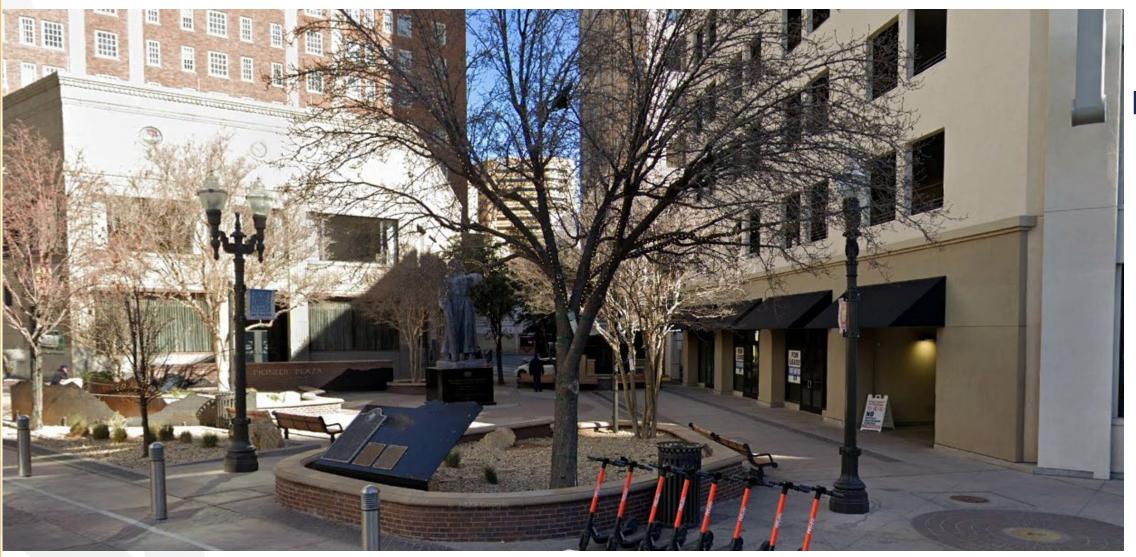
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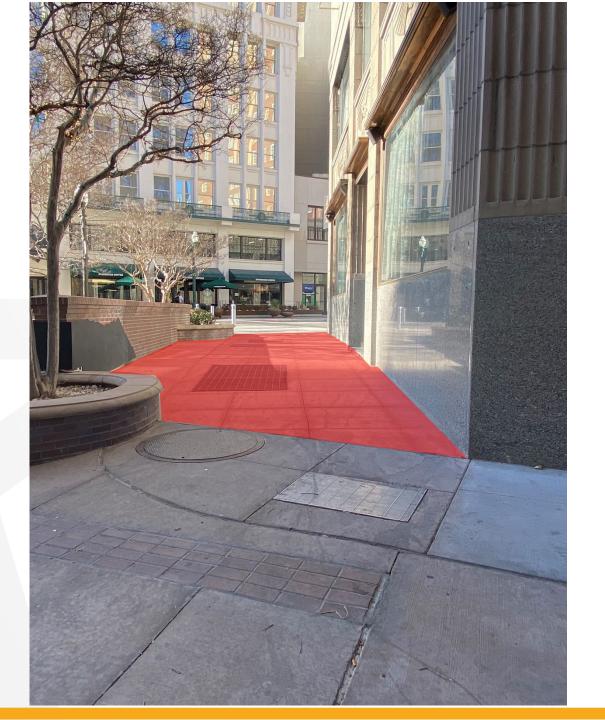




Subject Property









# Subject Property







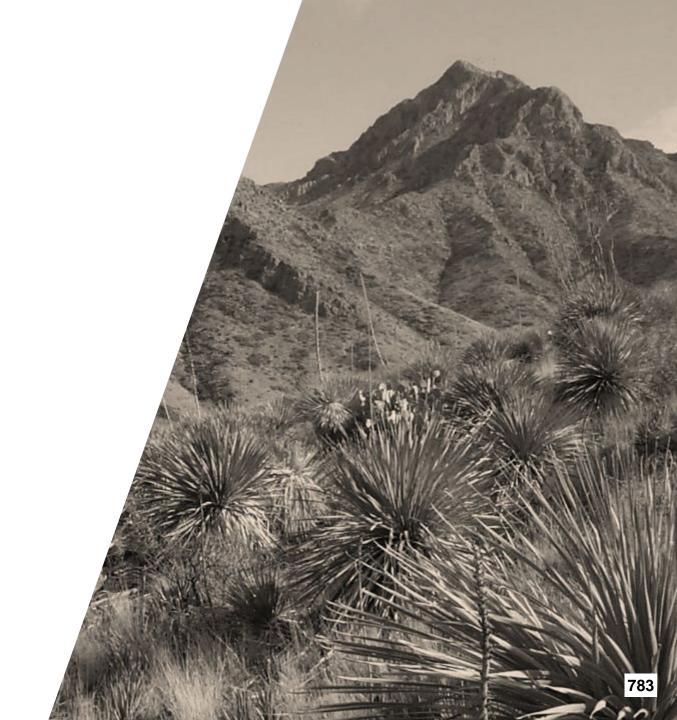
# Subject Property



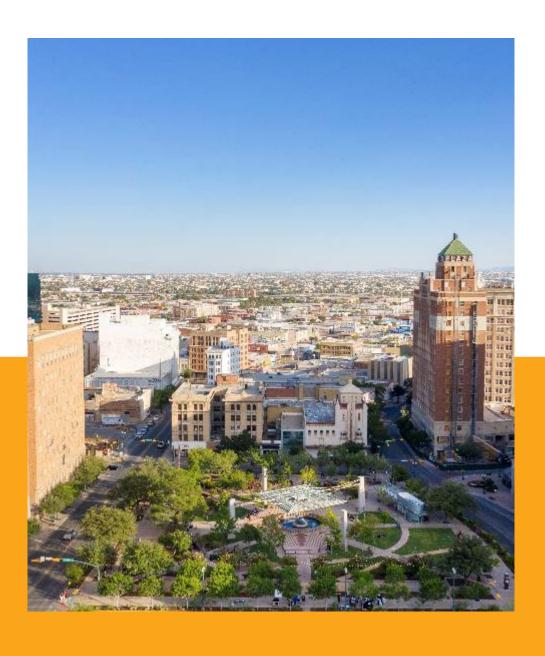
# Public Input

- Notice of public hearing was published in the El Paso Times on September 9, 2022.
- Notices were mailed to property owners within 200 feet on August 26, 2022.
- The Planning Division has not received any communication in support nor opposition to the request.









## Recommendation

- Staff recommends **approval** of Sheldon Court ROW Vacation.
- City Plan Commission recommended unanimous approval on September 22, 2022.







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 #: 22-1169, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553 Planning and Inspections, Armida R. Martinez, (915) 212-1605

#### AGENDA LANGUAGE:

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

An Ordinance granting a Special Privilege License to Airwayz Solutions, Inc. for the construction, installation, maintenance, use and repair of 62 linear feet of all necessary, desirable, subsurface wires, cables, underground conduits, manholes or other structures and appurtenances in connection with telecommunication systems and fiber optic, conduit and cables within a portion of City right-of-way underneath Curie Drive; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

Subject Property: 1740 Curie Drive

Applicant: Airwavz Solutions, Inc., PSPN22-00001

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

AGENDA DATE: September 13, 2022 PUBLIC HEARING DATE: September 27, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553

Armida R. Martinez, (915) 212-1605

**DISTRICT(S) AFFECTED**: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

#### **SUBJECT:**

An Ordinance granting a Special Privilege License to Airwavz Solutions, Inc. for the construction, installation, maintenance, use and repair of 62 linear feet of all necessary, desirable, subsurface wires, cables, underground conduits, manholes or other structures and appurtenances in connection with telecommunication systems and fiber optic, conduit and cables within a portion of City right-of-way underneath Curie Drive; setting the license term for a term of five (5) years with two (2) renewable five (5) year terms.

Subject Property: 1740 Curie Drive

Applicant: Airwavz Solutions, Inc., PSPN22-00001

#### **BACKGROUND / DISCUSSION:**

The installation of fiber to connect the four Hospitals of Providence (THOP) Sierra Campus facilities, which include Sierra Hospital, Kindred Hospital, Specialty Clinic and the Scenic View Medical Center, will establish a wireless connection for a Distributed Antenna System (DAS).

#### PRIOR COUNCIL ACTION:

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT: N/A** 

**************************************	

**DEPARTMENT HEAD:** 

Philip Ctiwe

ORDINANCE NO.	
---------------	--

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO AIRWAVZ SOLUTIONS, INC. FOR THE CONTRUCTION, INSTALLATION, MAINTENANCE, USE AND REPAIR OF 62 LINEAR FEET OF ALL NECESSARY, DESIRABLE, SUBSURFACE WIRES, CABLES, UNDERGROUND CONDUITS, MANHOLES **STRUCTURES AND APPURTENANCES** IN **CONNECTION WITH** TELECOMMUNICATION SYSTEMS AND FIBER OPTIC, CONDUIT AND CABLES PORTION OF CITY **RIGHT-OF-WAY** UNDERNEATH DRIVE; SETTING THE LICENSE TERM FOR A TERM OF FIVE (5) YEARS WITH TWO (2) RENEWABLE FIVE (5) YEAR TERMS.

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

#### **SECTION 1. DESCRIPTION**

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to **Airwavz Solutions, Inc.** (hereinafter referred to as the "Grantee"), for the construction, installation, maintenance use and repair of a 48-strand, polyethylene, single-mode fiber in a 1.25" HDPE (High Density Polyethylene) pipe that runs a total of 62 linear feet within a portion of public right-of-way along Curie Drive as shown in **Exhibit "A"** which is made a part hereof for all purposes. Use of the City right-of-way shall be limited to the purpose of allowing the maintenance and repair of the fiber optics, communication cables, underground conduit, manholes, or other structures and appurtenances.

#### **SECTION 2. LICENSE AREA**

The subsurface rights granted herein under a portion of right-of-way along Curie Drive to maintain and repair fiber optic, communication cables, underground conduit, manholes or other structures and appurtenances are more particularly shown in Exhibit "A" which is made a part hereof for all purposes (hereinafter referred to as "License Area"). The cables are to be installed within the parkway and sidewalk areas whenever feasible to reduce the necessity for pavement cuts and repairs to existing roadways while maintaining the five-foot separation from existing utilities. For the areas necessitating pavement cuts, the repairs and pavement cuts shall comply with the

provisions of Chapter 13.04 (Street and Sidewalk Construction and Maintenance) and Chapter

13.08 (Excavations) of the El Paso City Code.

**SECTION 3. PURPOSE** 

The only City right-of-way Grantee shall use pursuant to this License shall be License Area shown

for the maintenance of the cables described in Exhibit A attached hereto. Any use of the License Area

other than in connection with the construction, use, maintenance, reconstruction, or modification of

the existing fiber optics, communication cables, underground conduits or other structures and

appurtenances is not authorized by this License. Nothing herein shall grant any real property interest

to the Grantee nor give rise to any vested right in the Grantee, his assigns or successors in interest,

none of whom shall have a cause of action for damages upon revocation or termination of this License

in accordance with the terms herein.

This License shall not permit or be construed to permit any other private use of the City right-of-way

that impairs its function as a City right-of-way. Except as provided herein, Grantee shall not construct

any additional improvements, or make any additions or alterations on, above, or below the City right-

of-way, without prior written consent of the El Paso City Council.

**SECTION 4. REGULATION OF CONSTRUCTION** 

The work done by Grantee in placing, constructing, replacing, repairing, reconstructing, or

maintaining the fiber optics, communication cables, underground conduits, manholes, or other

structures and appurtenances shall be subject to and governed by all laws, rules and regulation of the

City and State of Texas, Federal Communications Commission, and the U.S. Government that are

applicable to the construction of the existing fiber optics, communication cables, underground

conduits, manholes, or other structures and appurtenances. Work done in connection with the

construction, repair and maintenance of such facilities is subject to the continuing police power of the

City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the existing fiber optics,

communication cables, underground conduits, or other structures and appurtenances built hereunder,

Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or

22-1007-2931|1184815

PSPN22-00001|1470 Curie | Special Privilege

789

trenching and other construction in the City right-of-way shall be so carried out as to interfere as little

as practical with the surface use of the City right-of-way in accordance with any lawful and reasonable

direction given by or under the authority of the governing body of the City under the police and

regulatory powers necessary to provide for public convenience. After installation of the existing fiber

optics, communications cables, underground conduits, manholes, or other structures and

appurtenances, Grantee shall restore the City right-of-way to the same condition as before any such

boring, excavation, or trenching and to the reasonable satisfaction of the City, in accordance with

applicable City specifications.

Grantee covenants and agrees that Grantee shall, at its own expense, repair all water lines, storm and

sanitary sewer lines, service lines and water meters owned by the City that Grantee, its employees,

contractors, agents or assigns, damage so that such repair of the water lines, storm and sanitary sewer

lines and water meters shall comply with the approval of the City.

For any additional work, the Grantee shall provide a set of complete engineering plans to El Paso

Water showing the proposed work along the cable route for review and approval prior to

any construction work, installation, maintenance, repair, and replacement. All existing water,

sanitary sewer mains, reclaimed water mains and appurtenant structures located within the

vicinity of the proposed fiber optic telecommunication cable shall be shown on the engineering

plans in plan and profile view with dimensions and elevations.

For eight (8) inch diameter and smaller El Paso Water mains, a minimum horizontal distance of six

(6) feet from edge of pipe to edge of proposed fiber optic cables is required. For twelve (12) inch

diameter and larger El Paso Water mains, a minimum horizontal distance of ten (10) feet from

edge of pipe to edge of fiber optic cable is required. The Contractor shall expose all mains with a

diameter of 12-inches and greater with a non-destructive method. The exposures shall be

conducted at the areas where the proposed conduit will cross the existing main, as well as at

areas at the discretion of El Paso Water-PSB.

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If crossing El Paso Water mains, a minimum vertical separation of two (2) feet is required between

our existing mains and the fiber optic cable.

Warning markers shall be placed to describe the type of lines buried.

The El Paso Water will assist with the location of water and sanitary sewer mains in the field. Please

call the TEXAS EXCAVATION SAFETY SYSTEM (DIG TESS) at 1-800-344-8377 to request the

assistance of our Field Engineering Personnel with the location of the City of El Paso's water and

sanitary sewer mains. Please call with at least a 48-hour advance notice to request the field location

of the existing water and sanitary sewer mains and appurtenances.

All costs associated with the exposures, repair, relocation, adjustment, or replacement of the City of

El Paso's water and sanitary sewer mains and appurtenances are the responsibility of the applicant.

In the event of emergencies, Grantee shall contact the El Paso Water field dispatcher.

The City shall have the power at any time to order and require Grantee to remove and abate any

portion of the fiber optics, communication cables, underground conduits, manholes, or other

structures and appurtenances that is dangerous to life or property. Should Grantee, after notice, fail

or refuse to comply within a reasonable time, the City shall have the power to remove or abate same,

at the expense of Grantee. In the event City removes or abates the existing fiber optics,

communications cables, underground conduits, manholes, or other structures and appurtenances as

provided herein, Grantee shall not be compensated for the loss of the existing fiber optics,

communications cables, underground conduits, manholes, or other structures and appurtenances, or

revenues associated with the cables, nor shall the City be liable to the Grantee for any direct, indirect

or consequential damages due to the removal or abatement of the cables.

**SECTION 5. TERM** 

This Special Privilege shall be for a term of five (5) years from the effective date hereof, unless

terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option

of renewing this Special Privilege for two (2) additional five (5) year terms upon the request of the

Grantee. If Grantee wishes the City to renew this License, Grantee shall submit a request in writing

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to the City no later than three (3) months prior to the expiration date of this License. Such renewal request of this Special Privilege shall be approved by the City Manager or designee. Should Grantee fail to submit such request for the renewal of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

#### **SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the City right-of-way occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances. If the City requires Grantee to alter, change, adapt, or relocate the existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances, due to imminent public safety concerns, because of changes in the grade of the City right-of-way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the City right-of-way, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances; provided, however, the City shall not be responsible nor liable for such reimbursement.

#### SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said City right-of-way occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of existing fiber optics, communication cables, underground conduits, manholes, or other structures and appurtenances, such alteration or change or relocation shall be made by Grantee when ordered in writing by the Traffic Engineer without any claim for reimbursement or damages against the City.

#### **SECTION 8. CONSIDERATION**

As consideration for this special Privilege License, the Grantee shall pay to the City THREE THOUSAND SEVEN HUNDRED TEN AND 00/100 DOLLARS (\$3,710.00) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The

El Paso City Council retains the right to increase or decrease the annual fee specified in this License

at each five (5) year renewal term.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14

(Notice) of this License. This License is granted on the condition the Grantee pay for all costs

associated with the fiber optics, communication cables, underground conduits or other structures

and appurtenances as well as all costs for the restoration of the License Area upon the

termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of

the License. Payment shall be in the form of a cashier's check or business check payable to "The

City of El Paso" and delivered to the Planning and Inspections Department for remittance to the

Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council,

a full refund of the payment shall be made by the Financial Services Department within fifteen (15)

days of the denial action. Subsequent annual considerations shall be due the first day of the month

in which the License has been granted by the El Paso City Council and remitted to the Financial

Services Department.

The fee payment shall be exclusive of and in addition to all general municipal taxes of whatever

nature, including, but not limited to, the ad valorem taxes, and assessments for public improvements

except as hereinafter provided as may be enacted during the term of this License or any renewal. The

fee established in this section shall not be affected by any relocation of Grantee's existing fiber optics,

communication cables, underground conduits, or other structures and appurtenances required by the

City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans

and other approvals as necessary to conform to all other applicable City Special Privileges and

regulations.

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**SECTION 9. INSURANCE** 

Prior to commencement of any future construction, repairs, or maintenance operations during the term

of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such

insurance in effect during the term of this License. The City shall be named as an additional insured

on all of the Grantee's insurance policies that are required by this License. Failure to maintain

insurance shall be a material breach of this license and a basis for termination of this License by the

City.

Grantee shall provide liability insurance in the amount of One Million and No/100 Dollars

(\$1,000,000) per occurrence, and Two Million, and No/100 (\$2,000,000) general aggregate. These

amounts are not a limitation upon Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business

in Texas. Such policy or certificate shall provide that the insurance cannot be canceled without

thirty (30) days prior written notice to the City, or ten (10) days prior written notice to the City for

cancellation based on non-payment of insurance premiums. Grantee shall provide a copy of the

certificate of insurance with the City. If the policy is not kept in full force and effect throughout

the term of this License, the License shall automatically become void.

**SECTION 10. INDEMNITY** 

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND

HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND

EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS,

DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS'

FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES

OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT

NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE,

ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S

ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE

GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL,

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22-1007-2931|1184815 PSPN22-00001|1470 Curie | Special Privilege WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO

THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL

APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE

NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY,

ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not

intended to create or grant any rights, contractual or otherwise, to any person or entity. Without

modifying the conditions of preserving, asserting, or enforcing any legal liability against the City

as required by the City Charter or any law, the City will promptly forward to the GRANTEE every

demand, notice, summons, or other process received by the City in any claim or legal proceeding

contemplated herein. GRANTEE shall investigate or cause the investigation of accidents or

occurrences involving such damages, negotiate or cause to be negotiated the claim as the

GRANTEE may deem expedient, and defend or cause to be defended on behalf of the City all

suites for damages, even if groundless, false or fraudulent brought because of such damages.

GRANTEE shall pay all judgments finally establishing liability of the City in actions defended by

GRANTEE pursuant to this section, along with all attorneys' fees and costs incurred by the City,

including interest accruing to the date of payment by GRANTEE 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. In addition, the GRANTEE shall promptly advise the City

in writing of any claim or demand against the City or the GRANTEE known to the GRANTEE

related to or arising out of the GRANTEE'S activities under this License. The City will not be

responsible for any loss of or damage to the GRANTEE'S property from any cause.

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons

the existing fiber optics, communication cables, underground conduits, manholes or other structures

and appurtenances or a portion thereof or ceases to use the fiber optics, communication cables,

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underground conduits, manholes or other structures and appurtenances for the purposes enumerated

herein for any period of six (6) months or longer, other than the time elapsing between the Effective

Date of this license and the completion of construction of the fiber optics, communication cables,

underground conduits, manholes, or other structures and appurtenances, this License shall

automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity

of any notice to Grantee or any re-entry by the City.

**SECTION 12. CANCELLATION** 

Grantee shall have the option to terminate this License at any time upon giving the City written notice

thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel

and terminate this License for failure of Grantee to comply with any material provision or requirement

contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach

or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed

promptly to cure the same with due diligence, the time for curing such failure to comply shall be

extended for such period of time as may be deemed reasonably necessary by the City to complete

such curing unless such breach involves public safety.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee

shall remove its fiber optics, communication cables, underground conduits, manholes, or other

structures and appurtenances located in the Licensed Area at no cost to the City. When said fiber

optics, communication cables, underground conduits, manholes, or other structures and

appurtenances is removed from the Licensed Area, Grantee shall restore the License Area during the

term of this License, if any, at Grantee's own cost and expense, as determined by the City Engineer

and in accordance with City specifications. Any such restoration shall be subject to the reasonable

approval of the City. If the Grantee fails to restore the pavement as required by the City, the City may

at its option restore the pavement and charge such costs to Grantee who shall be responsible for

payment of such repair and restoration costs.

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**SECTION 13. RECORDS** 

The City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any

way to Grantee's exercise of its right under this License, including the construction, replacement,

reconstruction, maintenance, and repair of the fiber optics, communication cables, underground

conduits, manholes, or other structures and appurtenances within the City right-of-way. Obtaining all

applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep

complete and accurate maps, construction drawings, and specifications describing the location of the

fiber optics, communication cables, underground conduits, manholes, or other structures and

appurtenances within the City right-of-way. The City shall have the right, at reasonable times to

inspect such maps, construction drawings, and specifications.

**SECTION 14. NOTICE** 

Any notice or communication required in the administration of this License shall be sent in writing

by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso

Attn: City Manager

300 North Campbell Street

El Paso, Texas 79901

with copy to: City of El Paso

ATTN: Planning and Inspections Department

811 Texas Avenue El Paso, Texas 79901

with copy to: City of El Paso

ATTN: Financial Services Department -

Financial Accounting & Reporting

300 North Campbell Street

El Paso, Texas 79901

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**GRANTEE:** 

Airwayz Solutions, Inc.

ATTN: Doug Wells

1410 W. Morehead St. Ste. 100

Charlotte, North Carolina 75254

Or to such other addresses as Grantee may designate from time to time by written notice as required

in this paragraph.

**SECTION 15. ASSIGNMENT** 

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or

successor entity now or hereafter existing. The rights shall not be assignable without the express

advanced written consent of the El Paso City Manager.

SECTION 16. <u>LEASING OR DEDICATION OF FACILITIES</u>

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not

lease the License Area to any non-grantee person or entity.

**SECTION 17. ADMINISTRATION OF LICENSE** 

The El Paso City Manager or designee is the principal City official responsible for the administration

of this License. Grantee recognizes that questions regarding the interpretation or application of this

License shall be referred to the El Paso City Manager or designee.

**SECTION 18. NO PROPERTY RIGHTS** 

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right

in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of

action for damages upon revocation or termination of this License in accordance with the terms

herein.

**SECTION 19. LIENS AND ENCUMBRANCES** 

Grantee shall defend and indemnify the City against any liability and loss of any type arising from

any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's

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use of the Licensed Area.

**SECTION 20. RIGHT OF ENTRY AND INSPECTION** 

The City's authorized representative shall have the right to inspect the Licensed Area for the

purpose of determining compliance with the terms of this License.

**SECTION 21. LAWS AND ORDINANCES** 

Grantee shall comply with all statute, laws, codes and ordinances applicable to Grantee's

construction, repair, renovation, alteration or use of the License Area.

**SECTION 22. ENTIRE AGREEMENT** 

This document contains all of the agreements between the parties and may not be modified, except

by an agreement in writing signed by both parties.

**SECTION 23. SEVERABILITY** 

Every provision of this license is intended to be severable. If any term or provision hereof is illegal

or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder

of this license.

**SECTION 24. LAWS GOVERNING/VENUE** 

The laws of the State of Texas shall govern the validity, performances, and enforcement of this

license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County,

Texas.

**SECTION 25. RESTRICTIONS AND RESERVATIONS** 

This License is subject to all right-of-way, easements, dedications, restrictions, reservations and

other encumbrances of record and running with the land. If, at any time during the initial term of

this license, or any extension thereof, any such right-of-way, easements, dedications, restrictions,

reservations and other encumbrances of record and running with the land, preclude, interrupt or

interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this

22-1007-2931|1184815 PSPN22-00001|1470 Curie | Special Privilege License upon giving the City prior written notice of its intent to do so.

#### **SECTION 26. EFFECTIVE DATE**

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

#### WITNESS THE FOLLOWING SIGNATURES AND SEALS

PASSED AND APPROVED this	day of	, 2022
		THE CITY OF EL PASO:
ATTEST:		Oscar Leeser Mayor
Laura Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:  Philip Etiwe
Russell T. Abeln		Philip F. Etiwe, Director
Assistant City Attorney		Planning and Inspections Department

#### **ACCEPTANCE**

The above instrument, with all conditions thereof, is here by accepted this 24th day of AUGUST, 2022.

**GRANTEE:** 

Airwavz Solutions, Inc.

By: SHAWN M. KOCHERAS SECRETARY CFO

#### ACKNOWLEDGMENT

THE STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG

This instrument is acknowledged before me on this 24 day of August, 2022, by as Grantee.

LAUREN PERRIGO Notary Public, North Carolina Gaston County My Commission Expires September 24, 2022

Lauren Penrigo Notary Public, State of North Carolina

Lauren Perrigo
Notary's Printed or Typed Name

9 / 24 / 2022 My Commission Expires

#### **EXHIBIT "A"**





ITEM 36

# Special Privilege License

PSPN22-00001



Strategic Goal 3.

Promote the Visual Image of El Paso

## **Applicant**

Airwavz Solutions Inc.



#### Location

• Beneath a portion of right-of-way along Curie Drive

## Type of Encroachment

 Installation of 62 linear feet of fiber optic to connect the four Hospitals of Providence (THOP) Sierra Campus facilities, which include Sierra Hospital, Kindred Hospital, Specialty Clinic and the Scenic View Medical Center. This will establish an underground wireless connection for a Distributed Antenna System (DAS)

#### **Term**

• 5 years with option for two (2) renewable five (5) year terms

### **Annual Fee**

• \$3,710.00

# License Details



PSPN22-00001



# **Aerial**



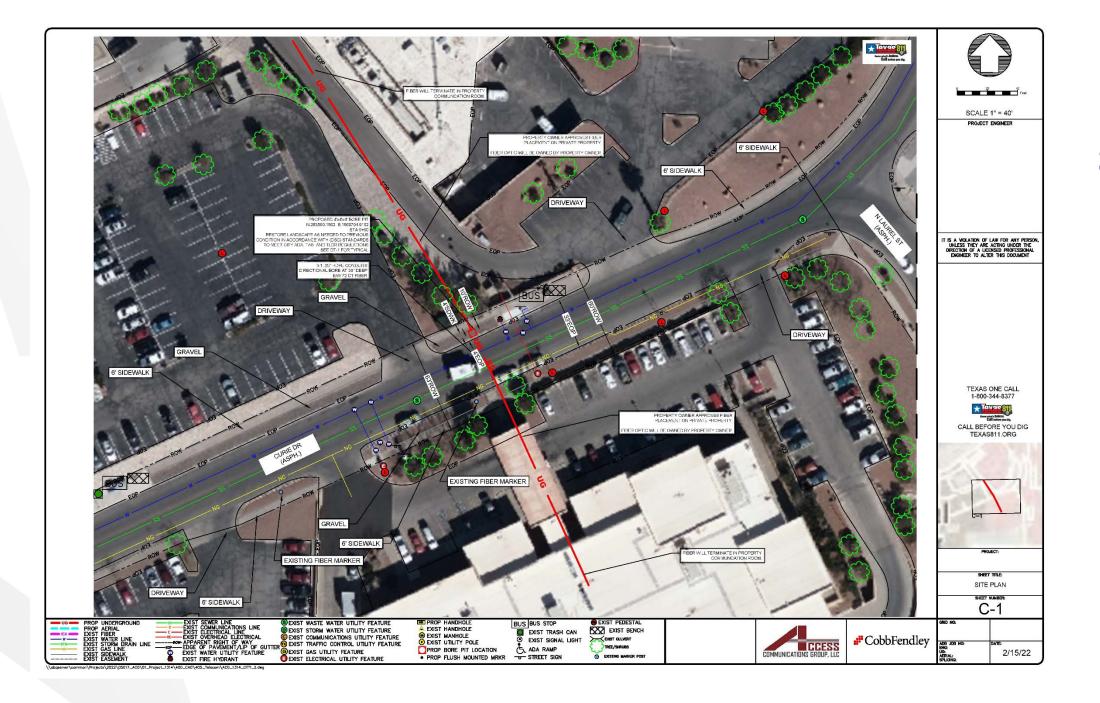
Inis map is designed for Businative purposes only. The features depic led here are approximate and more effective pecials studies may be required to draw adoutate conclusions. Enlargements of this map to scales greater than its origination include errors and may fead to meinterpretations of the data. The flaming private makes no date to its adoutage or perfection beganites.

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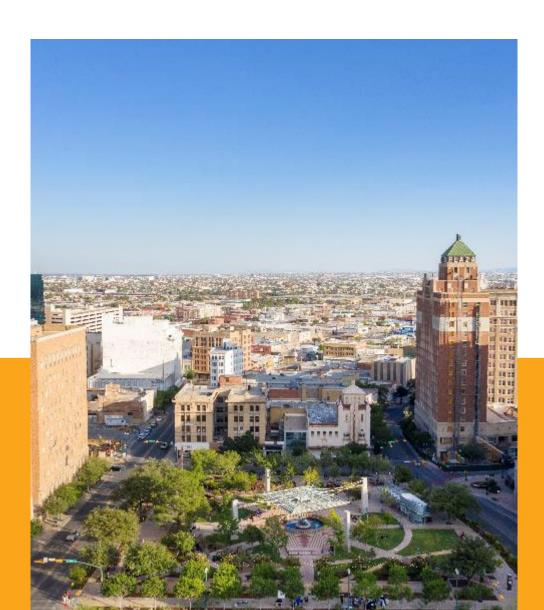






## Site Plan







## Recommendation

• Staff recommends **approval** of Special Privilege License for the subsurface encroachment of the fiber optic and conduit.







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

#### Legislation Text

File #: 22-1167, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **District 4**

Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

#### AGENDA LANGUAGE:

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

An Ordinance to amend the 2025 Major Thoroughfare Plan to delete a portion of Roanoke Dr., a proposed north/south connection between Threadgill Avenue and Will Ruth Avenue.

ORDINANCE NO
--------------

AN ORDINANCE AMENDING THE 2025 PROPOSED THOROUGHFARE SYSTEM, AS INCORPORATED INTO PLAN EL PASO, TO DELETE THE EXTENSION OF ROANOKE DRIVE FROM THREADGILL AVENUE TO WILL RUTH AVENUE.

**WHEREAS,** *Plan El Paso* was formally adopted by the City Council on March 6, 2012, pursuant to the provisions of Section 213.002 of the Texas Local Government Code as the Comprehensive Plan for the City; and

**WHEREAS**, the Comprehensive Plan serves as a general guide for the future growth and development of the City to promote public health, safety and welfare; and

**WHEREAS**, the 2025 Proposed Thoroughfare System map is contained within the City's Comprehensive Plan and contemplates all proposed arterials; and

**WHEREAS,** a well planned transportation system, including any and all proposed arterials, is a key element for improving the quality of life, by balancing neighborhood concerns with provision of access for commerce and mobility for personal travel; and

**WHEREAS**, the adoption of the Comprehensive Plan was based on the recommendations of the Comprehensive Plan Advisory Committee following numerous public meetings and working sessions; and

**WHEREAS**, the City Plan Commission has recommended the adoption of the change to the 2025 Proposed Thoroughfare System map as herein enumerated; and

**WHEREAS**, the City Council finds that the adoption of *Plan EI Paso* and its changes to the thoroughfare alignments as herein enumerated will have no negative impact upon the public health, safety, and general welfare of the City.

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

That the 2025 Proposed Thoroughfare System, as incorporated in *Plan El Paso*, is herein amended as described below and as more particularly shown in the attached and incorporated Exhibit "A".

That the following changes shall be made to the 2025 Proposed Thoroughfare System, as incorporated in *Plan El Paso*:

<ul> <li>Delete the extension of Roanoke Drive from Threadgill Avenue to Will Rutl</li> </ul>	ı Avenue.
---	-----------

ADOPTED this	day of	, 2022

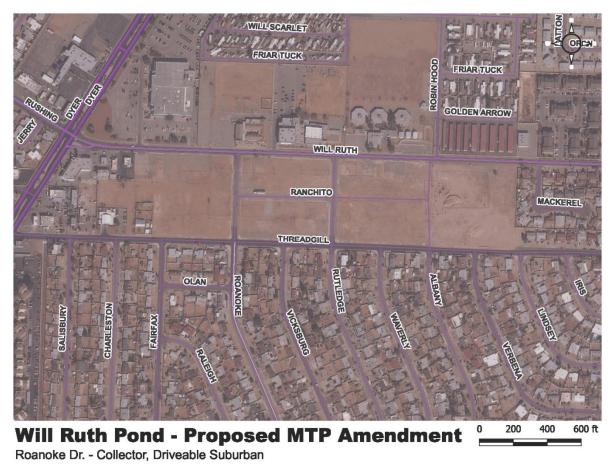
(Signatures on the following page)

#### THE CITY OF EL PASO

ATTEST:	Oscar Leeser Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Leslie B. Jean-Pierre Assistant City Attorney	Yvette Hernandez, P.E. City Engineer

#### Exhibit "A"





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

AGENDA DATE: September 13, 2022 PUBLIC HEARING DATE: September 27, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

**DISTRICT(S) AFFECTED: 4** 

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

SUBGOAL: N/A

#### SUBJECT:

ADOPT an ordinance to amend the 2025 Major Thoroughfare plan to delete a portion of Roanoke Dr, a proposed north/south connection between Threadgill Avenue and Will Ruth Avenue.

#### **BACKGROUND / DISCUSSION:**

The City of El Paso has received a request to amend the 2025 Proposed Thoroughfare System as follows: Delete the north/south extension of Roanoke Drive from Threadgill to Will Ruth. The requested change is associated with the construction of Will Ruth Pond. A subdivision application, right-of-way vacation applications, and rezoning application have been conditionally approved by the City Plan Commission. Approval of this amendment will satisfy the condition of that approval.

Roanoke Drive is a collector arterial in northeast El Paso. The surrounding development is primarily low density residential to the south and institutional to the north. The traffic impact analysis submitted with this request showed a minor impact to level of service in the surrounding area; however, stormwater management and flood mitigation is a clear priority in the area.

No objections were received from reviewing departments.

#### PRIOR COUNCIL ACTION:

City Plan Commission Approval (Unanimous): July 28, 2022

#### **AMOUNT AND SOURCE OF FUNDING:**

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: CID - Planning

**SECONDARY DEPARTMENT: Planning & Inspections** 

DEPARTMENT HEAD
-----------------

Gvette Hernandez

Vvette Hernandez P. F.

Revised 04/09/2021



# Roanoke Drive MTP Amendment

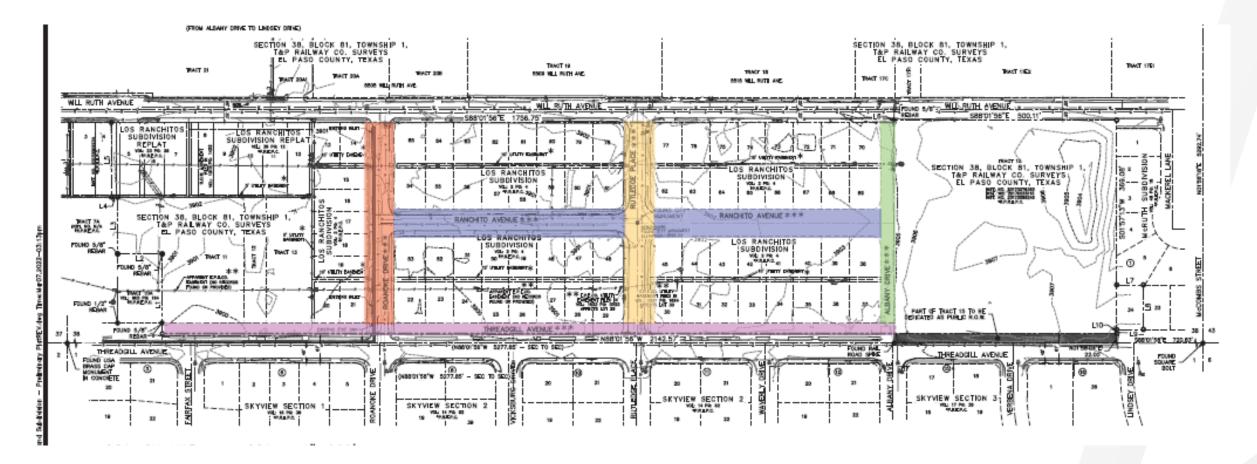
Joaquin Rodriguez, AICP Capital Improvement Department 9/13/2022



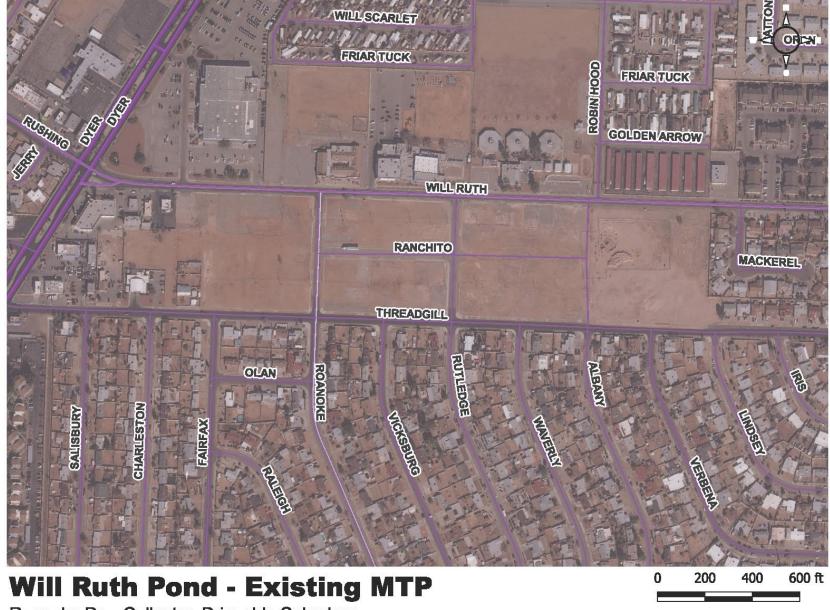
# Request to amend MTP

- Delete the north/south extension of Roanoke Drive from Threadgill to Will Ruth.
- The requested change is associated with the construction of Will Ruth Pond. A subdivision application, right-of-way vacation applications, and rezoning application have been conditionally approved by the City Plan Commission. Approval of this amendment will satisfy the condition of that approval.





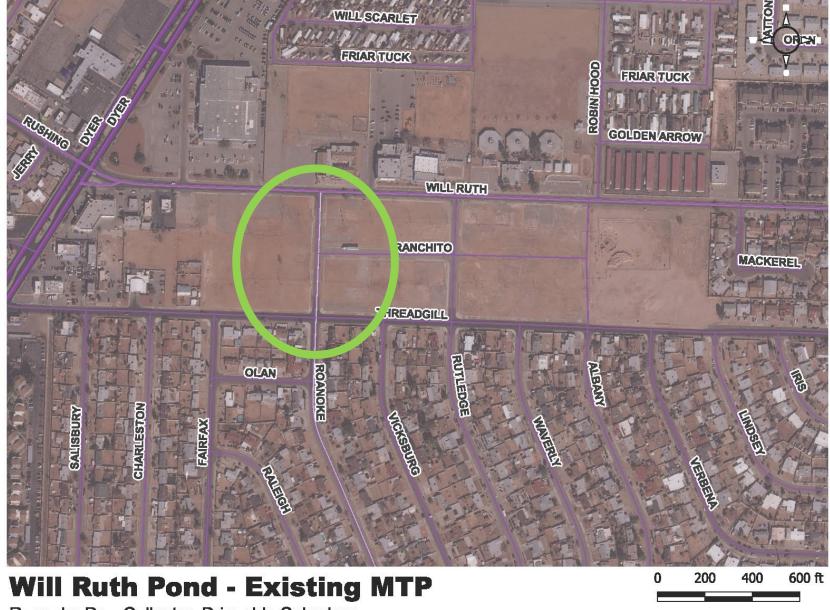




Roanoke Dr. - Collector, Driveable Suburban







Roanoke Dr. - Collector, Driveable Suburban







Roanoke Dr. - Collector, Driveable Suburban





Roanoke drive is a collector arterial in northeast El Paso. The surrounding development is primarily low density residential to the south and institutional to the north. The traffic impact analysis submitted with this requested showed a minor impact to level of service in the surrounding area; however, stormwater management and flood mitigation is a clear priority in the area.

No objections were received from reviewing departments.

Staff has no objections to the requested amendment.

## 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



Integrity, Respect, Excellence,
Accountability, People

#### El Paso, TX

#### **Legislation Text**

File #: 22-1246, 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, Chief Mario M. D'Agostino, (915) 212-5605

#### AGENDA LANGUAGE:

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

Presentation, discussion and action by the City Manager's Office and Office of Emergency & Management providing information on key activities, efforts, and processes related to the migrant crisis:

- 1. That the City Council of the City of El Paso authorize the Purchasing & Strategic Sourcing Director to increase contract 2022-0971 Charter Bus Transportation Services for an additional \$4,000,000 for a total amount not to exceed \$6,000,000.
- 2. That the City Council ratify the award of 2023-0061 On-Call Charter Bus Transportation Services to American Coach & Limousine, Inc. for charter bus transportation services to migrants and that the City Council accept pricing for these services for a term of sixteen (16) months for a total amount not to exceed \$6,000,000.00. The terms and conditions of the ratified award are included in the Service Agreement. The award of this contract will allow to transport migrants to other cities as needed.

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

AGENDA DATE: September 27, 2022

**PUBLIC HEARING DATE: N/A** 

#### **CONTACT PERSON(S) NAME AND PHONE NUMBER:**

K. Nicole Cote, Interim Managing Director, (915) 212-1092 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:** 2.1 – Maintain standing as one of the nation's top safest cities

#### **SUBJECT:**

Presentation, discussion and action by the City Manager's Office and Office of Emergency & Management providing information on key activities, efforts, and processes related to the migrant crisis:

- 1. That the City Council of the City of El Paso authorize the Purchasing & Strategic Sourcing Director to increase contract 2022-0971 Charter Bus Transportation Services for an additional \$4,000,000 for a total amount not to exceed \$6,000,000.
- 2. That the City Council ratify the award of 2023-0061 On-Call Charter Bus Transportation Services to American Coach & Limousine, Inc. for charter bus transportation services to migrants and that the City Council accept pricing for these services for a term of sixteen (16) months for a total amount not to exceed \$6,000,000.00. The terms and conditions of the ratified award are included in the Service Agreement. The award of this contract will allow to transport migrants to other cities as needed.

#### **BACKGROUND / DISCUSSION:**

The actual use and associated cost of the services covered by Contract 2022-0971 are likely to exceed the initial award amount. This contract was executed under of Emergency Ordinance 019333, § 252.022(a)(1) of the Texas Local Government Code, and § 252.022(a)(2) of the Texas Local Government Code and will allow the City to continue to use the Contract to provide transportation to migrants to other cities as may be needed.

The award 2023-0061 was executed under the authority of Emergency Ordinance 019333, § 252.022(a)(1) of the Texas Local Government Code, and § 252.022(a)(2) of the Texas Local Government Code.

Yes, Emergency Ordinance No. 019333 was passed and adopted on May 23, 2022 and reaffirmed on September 12, 2022.

#### PRIOR COUNCIL ACTION: N/A

#### AMOUNT AND SOURCE OF FUNDING:

Amount: \$4,000,000.00 and \$6,000,000.00. Total: \$10,000,000.00

Funding Source: 522150-322-2720-22130-G2221EFSP

Account: Emergency Food and Shelter

#### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_✓\_ YES \_\_\_NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: Fire, Purchasing & Strategic Sourcing, All City

**DEPARTMENT HEAD:** 

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

#### RESOLUTION

**WHEREAS,** on May 19, 2022 the Mayor of the City of El Paso ("City") issued an Emergency Ordinance due to a new wave of migration through the City of El Paso ("Ordinance 019333"); and

WHEREAS, on September 12, 2022, City Council ratified the award of 2022-0971 Charter Bus Transportation Services ("Contract"), under §§ 252.022(a)(1) – (2) of the Texas Local Government Code in an amount not to exceed \$2,000,000 from August 26, 2022 to December 31, 2023 to Gogo Charters LLC, for charter bus transportation services to migrants; and

WHEREAS, actual use and associated cost of the services covered by Contract are likely to exceed the initial award amount; and

**WHEREAS**, the City wishes to increase the amount of the Contract to allow the City to continue to use the Contract to provide transportation to migrants to other cities as may be needed.

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

That the City Council of the City of El Paso authorize the Purchasing & Strategic Sourcing Director to increase contract 2022-0971 Charter Bus Transportation Services for an additional \$4,000,000 for a total amount not to exceed \$6,000,000.

APPROVED this	day of	, 2022.
		THE CITY OF EL PASO:
ATTEST:		Oscar Leeser Mayor
Laura D. Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Juan J. Gonzalez	+	Claudie Garcia, Interim Director

Purchasing and Strategic Sourcing

Assistant City Attorney

#### RESOLUTION

**WHEREAS**, on May 19, 2022 the Mayor of the City of El Paso issued an Emergency Ordinance due to a new wave of migration through the City of El Paso ("Ordinance 019333"); and

**WHEREAS**, on September 9, 2022, the City approved the award of 2023-0061 Charter Bus Transportation Services to American Coach & Limousine, Inc. for charter bus transportation services - migrants; and

WHEREAS, the City award for September 9, 2022 was executed under the authority of Emergency Ordinance 019333, §§ 252.022(a)(1) - (2) of the Texas Local Government Code; and

**WHEREAS**, as of September 18, 2022, the City has expended \$617,222 on award 2023-0061 On-Call Charter Bus Transportation Services; and

**WHEREAS**, the parties now desire that City Council ratify the award of 2023-0061 On-Call Charter Bus Transportation Services for an amount not to exceed \$6,000,000 from September 9, 2022 to December 31, 2023.

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

That the City Council ratify the award of 2023-0061 On-Call Charter Bus Transportation Services to American Coach & Limousine, Inc., for charter bus transportation services to migrants and that the City Council accept pricing for these services for an amount not to exceed \$6,000,000. The terms and conditions of the ratified award are included in the Service Agreement. The award of this contract will allow to transport migrants to other cities as needed.

APPROVED this day of	, 2022.
	THE CITY OF EL PASO:
	Oscar Leeser
	Mayor
ATTEST:	
Laura D. Prine	
City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
S. Sily	- The state of the
Juan S. Gonzalez	Claudia Garcia, Interim Director

Purchasing and Strategic Sourcing

Senior Assistant City Attorney



Update on Mass Migration Crisis
Ongoing Efforts





#### **Current Situation**

- Increase in CBP daily apprehensions/encounters
  - 1,656 7-day avg.
  - 70% Venezuelan Nationals
- Increase in Daily releases to NGO
  - 800 last 7-day avg.
- Unsponsored Migrants
  - 50% Sponsored/Means of Travel vs 50% Unsponsored
- Street Releases





### The Migrants Journey



Many migrants are leaving their homes to begin a new life in America and escape:

- Poverty
- Economic oppression
- Human trafficking
- Religious persecution
- Drug trade

Migrants face exposure to the elements, dehydration, and an exploitive criminal element.

#### **Get the Migrant Facts (FAQs):**

https://www.elpasotexas.gov/migrant-crisis/



### The Migrants Journey





# Mass Migration Crisis - Inherent Challenges

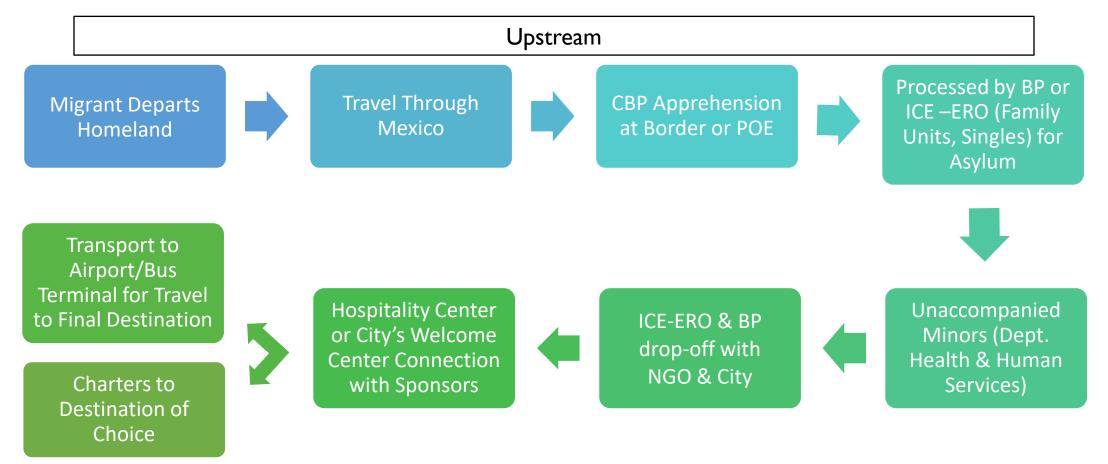
- 1. Regional Isolation
- 2. Limited Transportation Hub
- 3. Limited Shelter Capacity
- 4. Migration Routes





#### **Current Release Process**

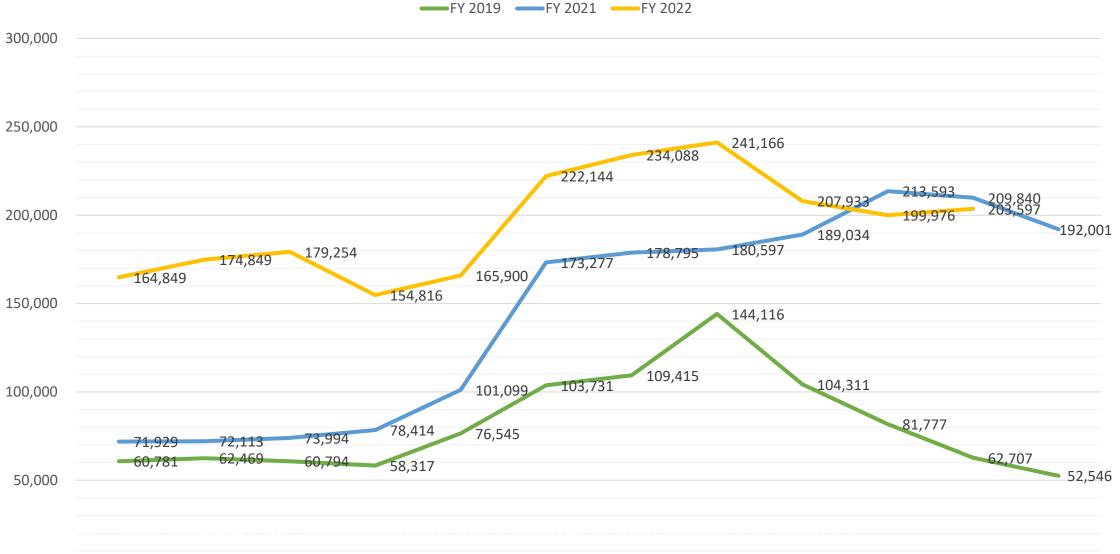




Downstream

#### FY Southwest Land Border Encounters by Month

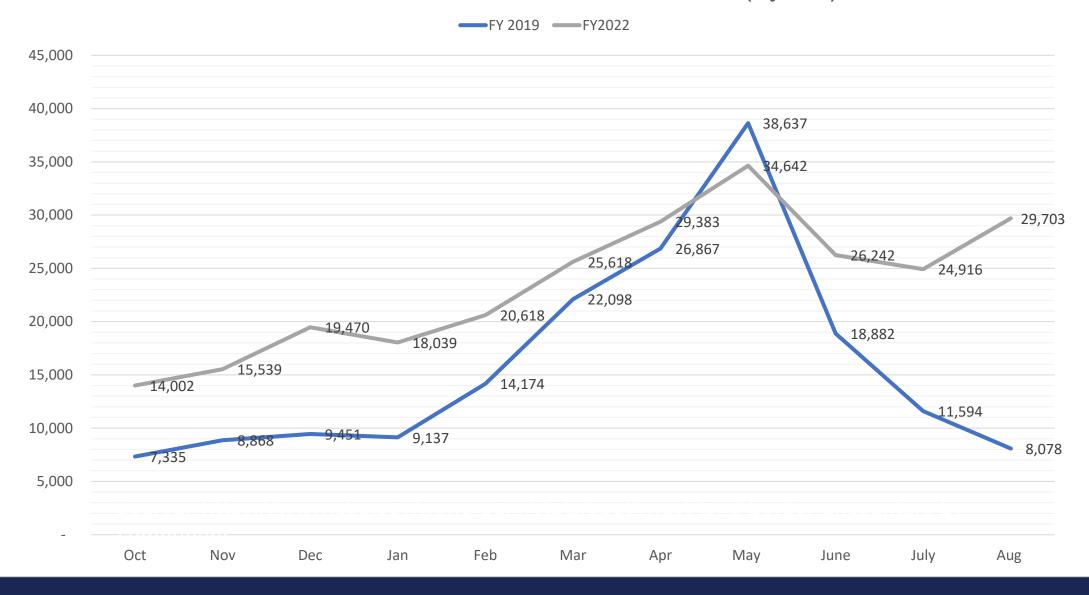






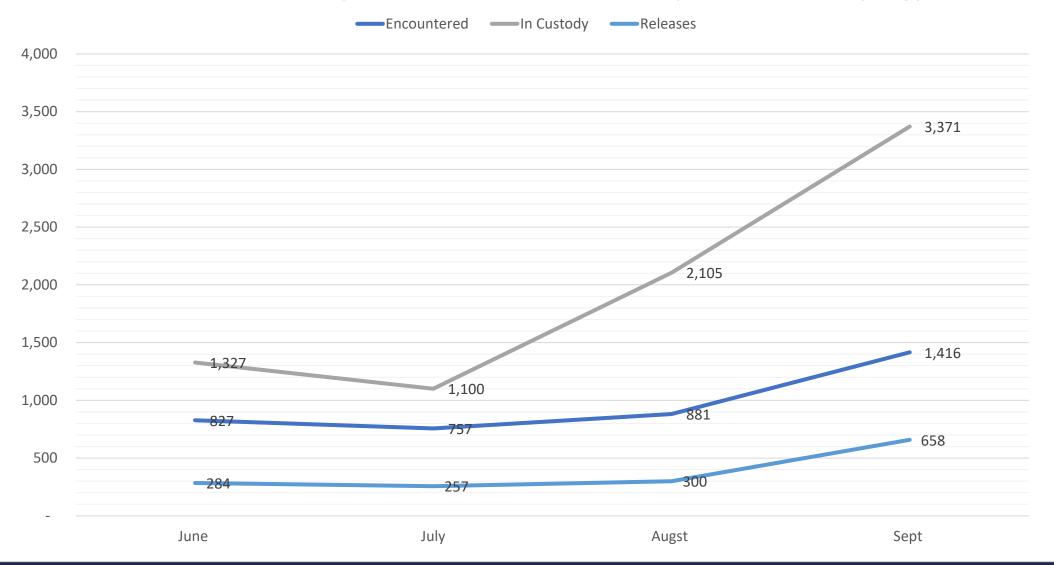
#### CBP El Paso Sector Total Encounters (by FY)





#### CBP CPC – Daily Encounters & In-Custody & Releases (Avg)





### 2022 Release Statistics



Month	Daily	Weekly	Month
April	230	2,200	7,200
May	300-400	2,400-2,700	11,500
June	200-400	2,000-2,900	8,834
July	200-250	1,500-2000	7,982
August	300-350	2,500	9,226
Sept	600-900 YTD	5,600+ YTD	13,800+ YTD



# City & County Communication



- Weekly conversations/meetings are ongoing throughout the pandemic for migrant issues and during surges
- Title 42 Planning
  - City focused on NGO staff support and emergency sheltering
  - County focused on processing center
- City's Welcome Center and Chartering Operation
  - Response to immediate needs due to the current Venezuelan surge
  - Decompress NGO shelters with unsponsored
  - Decompress CBP's Central Processing Center
- County Migrant Support Center
  - Transportation assistance for "sponsored" migrants only
  - Delays due to procurement process; presumed to open October

#### Media Outreach



#### Local

- KFOX/KDBC
- KVIA
- KTSM
- Univision
- Telemundo
- El Diario
- El Paso Times
- El Paso Matters
- El Paso Inc.
- KTEP (NPR)
- 690 AM

#### **State**

- Spectrum News
- Texas Tribune
- Dallas Morning News
- San Antonio Express
- Texas Standard

#### **National**

- News Nation
- ABC News
- CNN
- FOX News
- Associated Press
- Reuters
- Bloomberg
- NBC Universal
- NPR (All Things Considered)

- Univision National
- Newt's World
- MSNBC News
- Telemundo National
- CBS National
- Daily Caller News Foundation
- CBC Radio (Canada)
- Politiken (Denmark)

## Media Outreach





## **Key Areas**



- 1. Welcoming
- 2. Sheltering
- 3. Feeding
- 4. Transportation
- 5. City Staffing for NGOs
  - 50 embedded personnel in nonprofits to ensure the NGO network does not break down.
  - Migrant Center stood up as the surge required an immediate and agile response.
  - The City couldn't wait to receive advanced funding from FEMA.



## Welcoming

15

- Safety and Well-Being
- Dignity and respect
- Meet basic needs
- Tailoring resources

**City Migrant Welcome Center** 





## Transportation

- Sun Metro
  - Airport/Bus Station
  - Shelters to Welcome Center
- Charters
  - All City sponsored
  - 81 Charters (Sept 22)
  - 3,800+ Unsponsored Migrants











Daily Manifests & Real-time ETAs

- Chicago
  - Local and State Emergency Management
  - NGO Interfaith Community for Detained Immigrants
- NYC
  - NYC Mayor's Office
  - NGO Grannies Respond
  - Emergency Management



# Sheltering

- NGO Sheltering (Hospitality Sites)
  - Hospitality Sites
  - 50 City Staff Embedded to Provide Support
  - Surge Hotels
- City Sheltering
  - OEM Emergency Sheltering Hotels
    - o 2 Hotels
    - Includes meals, police security and shuttle transportation
  - COVID Isolation and Quarantine Hotel
    - NGO Hospitality Sites
    - Homeless Shelters



# 19

# Hotels vs Emergency Shelter

- Scale-to-need and incident
- Hotels offer privacy, dignity, and essential needs (restrooms, showers, safety)
  - Total estimated costs \$533,713 per month or \$17,790 per day
  - Cost per person \$3,558 per month or \$118 per day
- Emergency Congregate Sheltering requires extensive wrap-around staff, services, and resources
  - Total estimated costs \$2.5 million per month or \$83,535
  - Cost per person \$5,000 per month or \$167 per day



20

- Emergency Sheltering Hotels
- Migrant Welcome Center
- Charter Operation
- Isolation and Quarantine
- Staff Embedded
  - EFH Food Bank
  - Salvation Army





# Cost Recovery

 FEMA Emergency Food and Shelter Program

Expended

Reimbursed





# Cost Recovery



Date	Status	Amount
9/22/2022	Pending Reimbursement	\$2.8 million
9/23/2022	Received Reimbursement	\$237K (for Jan. – June)
July – Sept. (as of 9/21/2022)	Pending Reimbursement	\$2.6 million



#### **FEMA Coordination**

Coordinated with Congresswoman Veronica Escobar's Office to request the following from the Emergency Food & Shelter National Board Program:

- Improve/shorten the reimbursement turnaround time
- Provide funding in advance:
  - Requested \$10 million to cover peak expenditures
  - Received notification of \$2 million
- Flexibility in eligible cost for reimbursements such as personnel and transportation costs



### Resources Committed thus far...

- Over 125 employees responding daily
  - Welcome Center
  - NGO Staff Support
  - Sheltering (Hotels)
  - Meals/Feeding
  - Roving Assistance Teams
- 16 departments assisting weekly
- 22,245 meals served
- Average of 150 rooms daily / 300+ sheltered (hotels) daily
- 81 charters total or \$1.8 million as of September 21st







#### 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

#### Legislation Text

File #: 22-1221, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

Economic and International Development, Elizabeth Triggs, (915) 212-0094 Economic and International Development, Karina Brasgalla, (915) 212-1570

#### AGENDA LANGUAGE:

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

Presentation and discussion on the Grants and Strategic Initiatives Program.

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

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: N/A

**CONTACT PERSON(S) NAME** Elizabeth Triggs, (915) 212-0094, TriggsEK@elpasotexas.gov Karina Brasqalla, (915) 212-1570, BrasqallaKX@elpasotexas.gov

**DISTRICT(S) AFFECTED:** All Districts

STRATEGIC GOAL: Goal 6. Set the standard for sound governance and fiscal management

**SUBGOAL:** Subgoal 6.4. Implement leading-edge practices for achieving quality and performance

excellence

#### **SUBJECT:**

Presentation and discussion on the Grants and Strategic Initiatives Program.

#### **BACKGROUND / DISCUSSION:**

On November 15, 2021, President Biden enacted the Bipartisan Infrastructure Law, a nearly \$1 trillion act containing an estimated \$550 billion in new spending above baseline levels to invest in all modes of transportation, water, power and energy, environmental remediation, public lands, broadband, and resilience. Approximately \$284 billion (or 52 percent) of the \$550 billion in new investments is directed toward modernizing and making improvements across all modes of transportation over the next five years (from FY22 through FY26). In addition to funding 25 competitive infrastructure funding opportunities available to local governments, the law further significantly increased the amount of non-competitive formula funding that will flow first to states and then on to cities and local governments.

Cities can access the law's funds in three general ways: 1) competitively, through federal grant programs, such as Rebuilding American Infrastructure Sustainably and Equitably and Infrastructure for Rebuilding America, and competitive processes run by state departments of transportation; 2) suballocations based on population from state departments of transportation, such as the Surface Transportation Block Grant Program; and 3) federal formulas, like transit formulas and the formula (entitlement) component of the Airport Improvement Program.

Following enactment of the bill, the City of El Paso established a Grants and Strategic Initiatives Program, led by Economic and International Development, Capital Improvements, International Bridges, the El Paso International Airport, and Streets and Maintenance to coordinate across City departments and with local stakeholders, including the El Paso Mobility Coalition, the Paso del Norte Health Foundation / Paso del Norte Community Foundation, and the Metropolitan Planning Organization, among others to prioritize our community's capital needs and develop a project pipeline. Those projects are then matched to federal funding streams made possible through the Bipartisan Infrastructure Law and other federal legislative actions, such as the National Defense Authorization Act for Fiscal Year 2022.

The purpose of this presentation is to share information about the City's Grants and Strategic Initiatives Program, including submitted applications, secured awards, and the development of an aligned and integrated local strategy to pursue our community's priorities using the Communities of Excellence framework to partner with other local stakeholders.

#### **PRIOR COUNCIL ACTION:**

N/A

#### AMOUNT AND SOURCE OF FUNDING:

N/A

Revised 04/09/2021

#### HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? <u>X</u> YES <u>N</u>

PRIMARY DEPARTMENT: Economic and International Development SECONDARY DEPARTMENT: Capital Improvement Department

**DEPARTMENT HEAD:** 

Elizabeth Triggs, Director

**Economic and International Development** 



Item 39

### Discretionary Grant Program Update

An Overview of the Program Approach, Results, and Next Steps



Goal 1. Cultivate an environment conducive to strong economic development





### Overview

- Discretionary Grant Program
- Program Results to Date
- Upcoming Funding Opportunities

Discretionary Grant Program: Program Overview

Program Goal: To **Successfully Secure**Competitive Grant Funding for the City and Region

- Integrated approach across City departments + regional partner organizations
- Using the Communities of Excellence Framework
- Supported by subject matter experts:
   Transystems + Federal Grant Project
   Manager
- Made possible through the City's core competency in financial management

**Define** Organizational **Priorities** 5 \$66M Identify Projects Write and Submit within Each Priority Application Area in competitive funding awarded to the City in 2022 todate **Match Priority** Track Discretionary Projects to Available **Funding Opportunities Opportunities** 

In Collaboration with Regional Partners



# Discretionary Grant Program: Define Organizational Priorities + Projects

- 1. I-10 Deck Plaza
- 2. Advanced Manufacturing
- 3. International Bridge System
- 4. Energy + Climate Change
- 5. Streetcar Extension

- 6. Aging Infrastructure + Safety
- 7. Key Transportation Corridors
- 8. Street Connections
- 9. Regional Trail System
- 10.Broadband + Digital Divide



74 Projects Identified

Discretionary Grant Program:
Track + Match Priority Projects with
Funding Opportunities

Grant Program Matrix contains details on projects, priorities, grant programs, submitted applications, and awards



Deck Park Planning    Deck Park Planning	1.1
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3ridge System (750k). In the recently adopted Texas-Mexico Border Transportation Master Plan, 292 projects have been identified throughout the El Paso region for a total cost of \$11.6 billion. These efforts are also	
Plan, 292 projects have been identified throughout the El Paso region for a total cost of \$11.6 billion. These efforts are also	
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Discretionary Grant Program: Collaborate with Regional Partners for Strongest Impact

Working with **regional partners** to pursue funding opportunities:

 Paso del Norte Community Foundation (PDNCF), El Paso Mobility Coalition, Metropolitan Planning Organization, El Paso County, UTEP and others

 PDNCF + City partnered to bring subject matter expert, Transystems, onboard

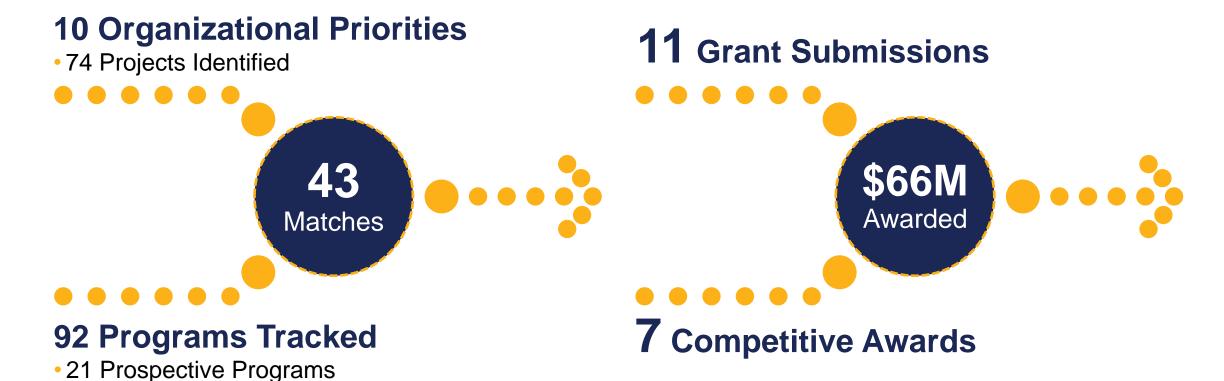
Stronger applications with partnerships + support

Ensure we are not competing for same opportunities





### Discretionary Grant Program: Tracking Performance Metrics (2022 to-date)





# Program Results: 2022 To Date



**\$0.9M** 

\$5.0N

\$13.0M

\$8.8M

\$25.0N

\$12.0N

\$1.0M

Downtown Deck Plaza Design (USDOT)

El Paso International Airport Terminal Improvements (FAA)

El Paso International Airport RWY 8R + TWY U (FAA)

Sun Metro Electric Paratransit Fleet + Infrastructure (FTA)

Advanced Manufacturing Campus Development (EDA)

Ysleta Port of Entry Pedestrian Improvements (USDOT)

Paso del Norte Trail Segment Connecting Zoo to MCA (CPF)

\$65.7M

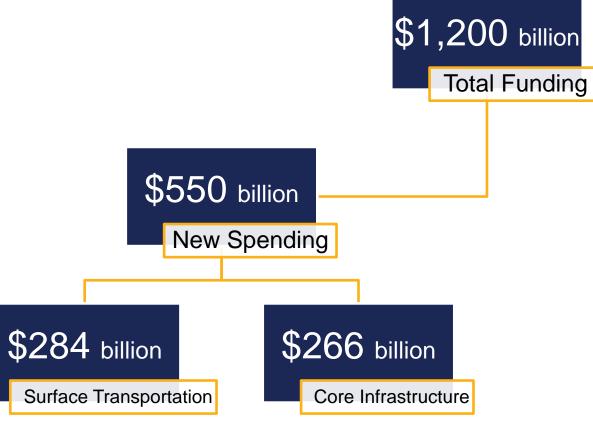
Total Competitive Awards to the City in 2022 To-Date



# Upcoming Opportunities: The Bipartisan Infrastructure Law (BIL)

9

- Department of Transportation will direct the largest portion of the BIL's investments (\$274 billion)
- Several other agencies will see their budgets expand
- Investments will go to 5 main areas:
  - Agency Programs + Operations
  - Formula Grants
  - Competitive Grants (>\$200 billion)
  - Loans
  - Highway Trust Fund





Other Funding Opportunities

American Rescue Plan Act

 \$3 billion in supplemental funding to the Economic Development Agency

Including Build Back Better Regional Challenge

Community Project Funding

 Return of community projects funded via annual budget process

National Defense Authorization Act (FY23)

 Establishes pilot program for Army to install microgrids at military installations and field electric vehicle fleets





# Upcoming Funding Opportunities: City-Led Planned Submissions

**OCTOBER 2022:** DESIGN + ENGINEERING OF HIKE/BIKE TRAILS

SUBMITTED IN PARTNERSHIP WITH PASO DEL NORTE

(RECONNECTING COMMUNITIES VIA USDOT)

**DECEMBER 2022:** REMOVAL OF AT-GRADE CROSSINGS AT ZARAGOZA + COPIA

(CRISI VIA USDOT)

**APRIL 2023:** DESIGN + ENGINEERING STREETCAR ROUTE EXTENSION

DOWNTOWN TO MCA

(RAISE VIA USDOT)

MAY 2023: I-10 SEGMENT 2 + DECK PLAZA CONSTRUCTION

SUBMITTED IN PARTNERSHIP WITH TXDOT

(MEGA VIA USDOT)

CITY OF EL PAS







### **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 #: 22-1232, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

Economic and International Development, Elizabeth Triggs, (915) 212-1619 Airport, Sam Rodriguez, (915) 212-1845

#### AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to accept and sign a grant agreement for the Build Back Better Regional Challenge Phase 2 Grant from the United States Department of Commerce's Economic Development Administration (EDA) for development and construction of the 250-acre Advanced Manufacturing District located at the El Paso International Airport. This authorization shall include the original grant agreement, any related modifications, and any other documents when the form and substance of those documents have been reviewed and approved by the City Attorney's Office; and the authorization will include the ability to sign multiple agreements and documents, as the grant may be issued in various disbursements over time. The total grant amount shall include an estimated federal share of \$25,000,000 and an estimated local match of \$6,250,000 to be paid with Airport Enterprise Funds, totaling \$31,250,000 for the development and construction of the Advanced Manufacturing District. The City Manager may be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant.

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

AGENDA DATE: September 27, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Elizabeth Triggs, 915-212-1619

Sam Rodriguez, 915-212-1845

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBGOAL:

#### **SUBJECT:**

Approval of a resolution authorizing the City Manager to accept and sign a grant agreement for the Build Back Better Regional Challenge Phase 2 Grant from the United States Department of Commerce's Economic Development Administration (EDA) for development and construction of the 250-acre Advanced Manufacturing District located at the El Paso International Airport. This authorization shall include the original grant agreement, any related modifications, and any other documents when the form and substance of those documents have been reviewed and approved by the City Attorney's Office; and the authorization will include the ability to sign multiple agreements and documents, as the grant may be issued in various disbursements over time. The total grant amount shall include an estimated federal share of \$25,000,000 and an estimated local match of \$6,250,000 to be paid with Airport Enterprise Funds, totaling \$31,250,000 for the development and construction of the Advanced Manufacturing District. The City Manager may be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant.

#### **BACKGROUND / DISCUSSION:**

Earlier this year, the West Texas Aerospace and Defense Manufacturing Coalition, of which the City is a part, was announced as one of 61 successful finalists out of 529 applicants nationwide to advance to Phase 2 of the EDA's Build Back Better Regional Challenge. On March 14, 2022, City Council voted to support staff's submittal of the Coalition's Phase 2 application, including plans for the development and construction of a 250-acre Advanced Manufacturing District to be located at the El Paso International Airport. The District will include a 50,000 square foot Innovation Factory and an additional 200,000 square feet of industrial space, including all necessary physical and digital infrastructure. On September 2, 2022, it was announced that this application was one of 21 successful applications nationwide, and that EDA has granted the Coalition \$40 million to support the growth of a regional aerospace, defense, and advanced manufacturing industry cluster. Of that \$40 million, the City of El Paso's El Paso International Airport was awarded \$25,000,000 in federal funds to develop and construct the Advanced Manufacturing District, with a \$6,250,000 local match to be provided initially through Airport Enterprise Funds.

#### PRIOR COUNCIL ACTION:

March 14, 2022: City Council voted to support staff's submittal of the Advanced Manufacturing District Project for a Build Back Better Regional Challenge Grant from the EDA

#### AMOUNT AND SOURCE OF FUNDING:

\$6.25 million dollars in required grant matching funds from Airport Enterprise Funds.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_x\_YES \_\_\_NO

PRIMARY DEPARTMENT: El Paso International Airport

SECONDARY DEPARTMENT: Economic & International Development

**************************************

DEDARBARIMENT HEAD:

Elizabeth Triggs

Director, Economic and International Development Department

Revised 04/09/2021 870

#### RESOLUTION

WHEREAS, on March 11, 2021, President Joseph R. Biden signed the American Recovery Plan Act of 2021 into law and appropriated \$3 billion to be awarded by the United States Department of Commerce's Economic Development Administration (EDA) to assist communities nationwide in their efforts to build back better by accelerating economic recovery and building local economies that will be resilient to future shocks; and,

WHEREAS, through the American Recovery Plan Act, funding became available across six programs, including the Build Back Better Regional Challenge; and,

WHEREAS, the Challenge is designed as a two-phase competition to (1) help regions develop transformational economic development strategies, and (2) fund the implementation of those strategies that will create and grow regional growth clusters through a collection of collaborative, aligned projects designed to grow new industries and scale existing ones; and,

**WHEREAS,** in October of 2021, City Council supported the City's participation in the West Texas Aerospace Manufacturing Coalition led by UTEP's Aerospace center and the submission of the Coalition's application to the Build Back Better Regional Challenge Phase 1; and,

**WHEREAS,** in December of 2021, from a pool of 529 applicants, the EDA announced that this coalition was one of sixty coalitions nationwide awarded Phase 1 Funding under the Build Back Better Challenge, and invited the Coalition to apply for Phase 2; and,

**WHEREAS,** on March 14, 2022, City Council voted unanimously to support the City of El Paso's Phase 2 application and grant match; and,

WHEREAS, on September 2, 2022, it was announced that this application was successful, and that USDOT has granted the City of El Paso a \$25,000,000 grant for this project, with a \$6,250,000 local match to develop and construct a 250-acre Advanced Manufacturing District located at the El Paso International Airport; and,

WHEREAS, the Advanced Manufacturing District will promote and retain a highly skilled workforce by fostering the growth of a leading technological industry in our region with an emphasis on aerospace and defense manufacturing.

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

That the City Manager be authorized to accept and sign a grant agreement for the Build Back Better Regional Challenge Phase 2 Grant from the United States Department of Commerce's Economic Development Administration (EDA) for the development and construction of the Advanced Manufacturing District; and

That this authorization shall include the original grant agreement, any related modifications, and any other documents when the form and substance of those documents have been reviewed and approved by the City Attorney's Office, and the authorization will include the ability to sign multiple agreements and documents, as the grant might be issued in various disbursements over time; and

The total grant amount shall include an estimated federal share of \$25,000,000 and an estimated match of \$6,250,000 to be paid for with Airport Enterprise Funds, totaling \$31,250,000 for the development and construction of the Advanced Manufacturing District; and

That the City Manager may be authorized to approve and sign any budget transfers needed to establish appropriations in connection with this grant.

	<b>PASSED</b>	AND	APPROVE	E <b>D</b> THIS	DAY OF	, 2022
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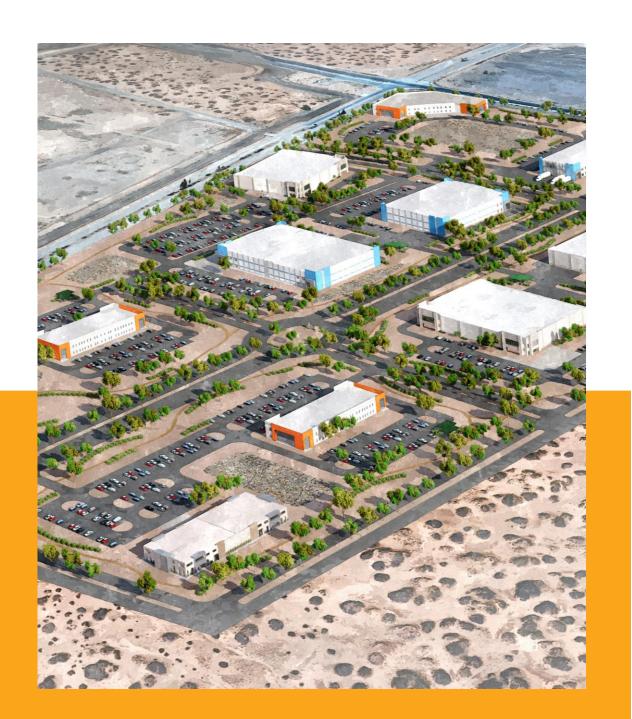
TASSED AND ATTROVED THIS DAT OF, 2022				
	CITY OF EL PASO			
ATTEST:	Oscar Leeser Mayor			
Laura D. Prine City Clerk				
APPROVED AS TO FORM	APPROVED AS TO CONTENT			
Juan S. Gonzalez	Samuel Rodriguez			
Senior Assistant City Attorney	Chief Operations Officer Aviation Department			



Item 40

Build Back Better Regional Challenge Growing the Aerospace + Defense Manufacturing Regional Industry Cluster





## **Grant Proposal**

The West Texas Aerospace and Defense Manufacturing Coalition proposes to catalyze economic growth in aerospace and defense manufacturing by developing the:

- Advanced Manufacturing District located at the El Paso International Airport
- Innovation Network
- Coalition includes the City of El Paso, UTEP, El Paso Chamber, El Paso County, Borderplex, and the Rio Grande COG

# The Advanced Manufacturing District

- 250-acre campus dedicated and master planned by the City of El Paso
- Located at the El Paso International Airport
  - Innovation Factory 50k sf
  - Additional Buildings 200k sf







## Phase I Planning Grant Award

### \$500,000 award

- Announced December 19, 2021
- Of 529 applicants, the West Texas Aerospace and Defense Manufacturing Coalition was one of 60 coalitions awarded the grant
  - One of two coalitions in Texas
  - The only coalition focused on aerospace and defense manufacturing industry cluster
  - \$240k to City for funding pre-construction design of the 250-acre Advanced Manufacturing Campus to be located at the El Paso International Airport



# Phase II Planning Grant Award

## **\$25,000,000** award for Airport

- Of 60 finalists, the West Texas Aerospace and Defense Manufacturing Coalition was one of 21 coalitions awarded the grant
  - Total award of \$40M to the coalition
    - Of that, \$25M to the Airport
  - Local match of \$6.25M, for a total project budget of \$31.25M
  - Master planning for district infrastructure and utilities
  - Design and construction of three shell buildings totaling 250,000 sq.ft.



## Council Requested Action

APPROVE a resolution authorizing the City Manager to accept the \$25,000,000 award and sign a grant agreement for the Build Back Better Regional Challenge Phase 2 Grant from the United States Department of Commerce's Economic Development Administration (EDA) for development and construction of the 250-acre Advanced Manufacturing District located at the El Paso International Airport.

 Approve \$6.25 million local match to be provided initially through Airport Enterprise Funds



#### El Paso, TX

#### Legislation Text

File #: 22-1223, Version: 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

#### **All Districts**

City Manager's Office, Robert Cortinas, (915) 212-1067

#### AGENDA LANGUAGE:

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

Discussion and action on the Resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2022A by Paseo Del Este Municipal Utility District No. 1 with the acknowledgment that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

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

**DEPARTMENT:** City Manager's Office

AGENDA DATE: September 27, 2022

**PUBLIC HEARING DATE: N/A** 

CONTACT PERSON NAME AND PHONE NUMBER: Robert Cortinas, Chief Financial Officer (915) 212-1067

**DISTRICT(S) AFFECTED:** All Districts

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

SUBGOAL: 6.5

#### SUBJECT:

Discussion and action on the resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2022A by Paseo Del Este Municipal Utility District No. 1 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

#### **BACKGROUND/ DISCUSSION:**

On December 3, 2002 the City Council of the City of **EI** Paso ('City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of **EI** Paso's Extraterritorial Jurisdiction. 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.

#### **PRIOR COUNCIL ACTION:**

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

**DEPARTMENT HEAD:** 

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

#### 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. One ("M.U.D. No. 1") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2022A Bonds by M.U.D. No. 1 (the "Series 2022A Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2022A Bonds by M.U.D. No. 1 and desires to approve the issuance of the bonds.

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

That the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2022A Bonds in the estimated amount of \$2,055,000, by Paseo Del Este Municipal Utility District No. 1, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

ADOPTED THIS DAY (		2022.
		CITY OF EL PASO:
		Oscar Lesser, Mayor
ATTEST:		
Laura Prine City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT:
Juan S. Gonzalez		Robert Cortinas Robert Cortinas
Senior Assistant City Attorney		Chief Financial Officer

Senior Assistant City Attorney

#### PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 17, 2022

THE DELIVERY OF THE BONDS IS SUBJECT TO THE OPINION OF BOND COUNSEL AS TO THE VALIDITY OF THE BONDS AND TO THE EFFECT THAT INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER STATUTES, REGULATIONS, COURT DECISIONS, AND PUBLISHED RULINGS EXISTING ON THE DATE THEREOF, SUBJECT TO THE MATTERS DESCRIBED UNDER "TAX EXEMPTION" HEREIN, INCLUDING THE ALTERNATIVE MINIMUM TAX ON CERTAIN CORPORATIONS.

THE DISTRICT EXPECTS TO DESIGNATE THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

**NEW ISSUE - Book Entry Only** 

#### \$2,055,000

#### PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1

(A political subdivision of the State of Texas located within El Paso County)

**UNLIMITED TAX BONDS, SERIES 2022A** 

Dated: November 15, 2022

Due: August 15, as shown below

Principal of the Bonds will be payable at stated maturity or redemption upon presentation of the Bonds at the principal payment office of the paying agent/registrar, initially BOKF, NA, (the "Paying Agent/Registrar") in Dallas, Texas. Interest on the Bonds will accrue from the date of delivery of the Bonds (expected to be December 1, 2022), and is payable on August 15, 2023 and on each February 15 and August 15 thereafter until the earlier of maturity or redemption. The Bonds will be issued only in fully registered form in denominations of \$5,000 each or integral multiples thereof. Interest will be calculated on the basis of a 360 day year of twelve 30 day months. The Bonds are subject to redemption prior to maturity as shown below.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See "BOOK-ENTRY-ONLY SYSTEM."

#### MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS

			Initial					Initial	
Due	Principal	Interest	Reoffering	CUSIP	Due	Principal	Interest	Reoffering	CUSIP
Aug. 15	Amount (a)	Rate	Yield (b)	Number (d)	Aug. 15	Amount (a)	Rate	Yield (b)	Number (d)
2023	\$ 110,000				2036	\$ 80,000			
2024	80,000				2037	85,000			
2025	80,000				2038	85,000			
2026	80,000				2039	85,000			
2027	75,000				2040	85,000			
2028	75,000				2041	85,000			
2029	80,000				2042	80,000			
2030	80,000				2043	85,000			
2031	75,000				2044	80,000			
2032	80,000				2045	85,000			
2033	80,000				2046	85,000			
2034	75,000				2047	85,000			
2035	80,000								

- (a) The Initial Purchasers (as defined herein) may designate on or more maturities as term bonds. See accompanying "OFFICIAL NOTICE OF SALE" and "OFFICIAL BID FORM."
- (b) Initial reoffering yield represents the initial offering yield to the public which has been established by the Initial Purchaser for offers to the public and which may be subsequently changed by the Initial Purchaser and is the sole responsibility of the Initial Purchaser.
- (c) Bonds maturing on or after August 15, 20\_ are subject to redemption prior to maturity at the option of the District, in whole or, from time to time in part, on August 15, 20\_, or on any date thereafter, at a price equal to the par value thereof plus accrued interest from the most recent interest payment date to the date fixed for redemption. See "THE BONDS Redemption Provisions."
- (d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Initial Purchaser shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

The Bonds, when issued, will constitute valid and legally binding obligations of Paseo del Este Municipal Utility District No. 1 (the "District" or, in its capacity as the Master District pursuant to the Master District Contract (as defined herein), the "Master District") and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any entity other than the District. Investment in the Bonds is subject to special considerations described herein. See "RISK FACTORS."

The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel. Certain legal matters will be passed upon for the District by Winstead PC, Dallas, Texas as Disclosure Counsel. Delivery of the Bonds through the facilities of DTC is expected on or about December 1, 2022.

BIDS DUE: October 26, 2022 at 8:00 A.M., Mountain Daylight Time in El Paso, Texas BID AWARD: October 26, 2022 at 11:30 A.M., Mountain Daylight Time in El Paso, Texas

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The cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

#### USE OF INFORMATION IN OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Ronald J. Freeman, Attorney, 102 N. Railroad Avenue, Pflugerville, Texas 78660 upon payment of duplication costs.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Initial Purchaser and thereafter only as specified in "PREPARATION OF OFFICIAL STATEMENT-Updating the Official Statement."

#### OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information appearing elsewhere in this Official Statement.

#### THE FINANCING

The Issuer	Paseo del Este Municipal Utility District No. 1 (the "District"), a political subdivision of the State of Texas, is located in El Paso County, Texas. See "THE DISTRICT."
The Issue	The \$2,055,000 Unlimited Tax Bonds, Series 2022A (the "Bonds") are issued pursuant to a resolution (the "Bond Resolution") of the District's Board of Directors. The Bonds will be issued as fully registered bonds in denominations of \$5,000 each or integral multiples thereof, maturing on August 15 in each of the years and in the amounts set forth on the cover hereof. Interest on the Bonds accrues from the date of initial delivery of the Bonds (expected to be December 1, 2022) and is payable on August 15, 2023 and on each February 15 and August 15 thereafter until the earlier of maturity or prior redemption.
Redemption	The Bonds maturing on and after August 15, 20, are subject to redemption, in whole or in part, at the option of the District, prior to their maturity dates, on August 15, 20, or on any date thereafter. Upon redemption, the Bonds will be payable at a price of par plus accrued interest to the date of redemption. See "THE BONDS - Redemption Provisions."
Source of Payment	The Bonds are payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District (see "TAX PROCEDURES"). The Bonds are obligations of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any other political subdivision or agency other than the District. See "THE BONDS - Source of and Security for Payment."
Use of Proceeds	. Proceeds from sale of the Bonds will be used to reimburse the Developer (as hereinafter defined) for funds advanced on behalf of the District for the District's pro rata share of costs relating to facilities constructed by or on behalf of the District being a portion of costs of certain regional water and sanitary sewer facilities serving the District and the other "Participant Districts" as hereafter defined, including engineering costs (the "Regional Facilities"), and the cost of certain internal water, wastewater and drainage facilities serving the District (the "Internal Facilities"). Bond proceeds will also be used to pay interest to the Developer (hereinafter defined) on funds expended for the foregoing, to reimburse the Developer for certain allowable creation and administrative expenses and to pay certain costs associated with the issuance of the Bonds. See "THE SYSTEM - Use and Distribution of Bond Proceeds."
Payment Record	The District has previously issued its \$7,945,000 Unlimited Tax Bonds, Series 2022 (the "Series 2022 Bonds"), of which \$7,945,000 remains outstanding. The District has not defaulted in payments of principal of or interest on the Series 2022 Bonds, which included approximately 24 months of capitalized interest.
Qualified Tax-Exempt Obligations	The District expects to designate the Bonds as "qualified tax-exempt obligations for financial institutions." See "TAX EXEMPTION - Qualified Tax Exempt Obligations for Financial Institutions."
Municipal Bond Ratings	The District has not applied for a municipal bond rating.
Municipal Bond Insurance	Application has been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option and expense of the Initial Purchaser.
General Counsel	Ronald J Freeman, Pflugerville, Texas.
Bond Counsel	McCall, Parkhurst & Horton L.L.P., Austin, Texas.
Disclosure Counsel	Winstead PC, Dallas, Texas.
Financial Advisor	Hilltop Securities, Inc., El Paso, Texas and Dallas, Texas.
Engineer	TRE & Associates, LLC, Austin, Texas and El Paso, Texas.

risk factors related to the current pandemic associated with the COVID-19 pandemic, and all prospective purchasers are urged to examine carefully the entire Official Statement for a discussion of investment risks, including particularly the section captioned "RISK FACTORS."

#### THE DISTRICT

District") pursuant to a division order adopted by the Original District on March 27, 2003, and operates pursuant to Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the "Act") and Chapters 49 and 54, Texas Water Code. Prior to division, Paseo del Este Municipal Utility District was created as a Conservation and Reclamation District on May 29, 1997 by the Act. The District presently contains approximately 777.502 acres of land located in the Southeast portion of El Paso County approximately 15 miles east of the central area of the City of El Paso, Texas (the "City"). The District is located north of Interstate Highway 10 and east of Loop 375. Eastlake Boulevard provides access to the District. From Interstate Highway 10, exit Eastlake Boulevard and proceed east on Eastlake Boulevard. The District lies within the exclusive extraterritorial jurisdiction of the City. See "AERIAL PHOTOGRAPH" herein.

contract(s) (the "Master District Contract") entered into between the District (as Master District) and ten other districts in the Paseo del Este development in eastern El Paso County known as Paseo del Este Municipal Utility District Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 (those ten districts and the Master District being collectively referred to as the "Participant Districts" and individually as "Participant District No. -") with the Master District to coordinate the development of the water, sanitary sewer and drainage facilities to serve the area within all eleven Participant Districts. Under the Master District Contract, the Master District will acquire, construct, own and operate the Regional Facilities to serve the area within all eleven Participant Districts; each Participant District will acquire, construct and own its Internal Facilities serving only area within it and lease the Internal Facilities to the Master District for operation; and the Master District will provide retail water and wastewater service to all retail customers in all of the Participant Districts.

commercial and industrial purposes, and are within the Paseo del Este development ("Paseo del Este"). Paseo del Este is being developed primarily by Hunt Communities Group, Inc. ("Hunt") and certain affiliates thereof, and B&G/Sunrise Joint Venture ("B&G"), and is planned to include approximately 4,300 acres of land. The land in Paseo del Este was purchased from the Texas General Land Office by Hunt and affiliates thereof and B&G in a series of transactions between 1998 and 2020. As of July 31, 2022, approximately 8,850 single family residential lots have been developed within Paseo del Este, and approximately 7,842 homes are completed or are in various stages of construction in Paseo del Este. The District includes approximately 777.502 acres (including 745.94 developable acres), of which 532.329 acres is expected to be commercial development (68%) and 245.173 acres is expected to be residential development (32%) at final build out. Current development in the District which includes 289.427 acres of commercial development and 272 residential lots in various stages of construction. Commercial development in the District includes retail, industrial, food establishments, medical offices, car washes and gas stations. Tenants in the commercial portions of the District include Amazon, River Oaks, Starbucks, Speedway, Socorro Independent School District, Whataburger, Las Palmas, PetSmart, Burlington, Rack Room Shoes, Specs, Chipotle, Jamba Juice, McDonald's, Chick-Fil-A, Cinemark, Burger King, Cracker Barrel, Mattress Firm, Hunt-Southwest and others.

> The development within the District includes Hillside Park at Mission Ridge Units 2-4, Horizon Marketplace, Skyview Estates and WL Crossing Phase 1 and 2 and Bill Burnett Unit One.

> Of the 745.94 developable acres within the District, approximately 283.756 acres have not yet been furnished with water, sanitary sewer and storm drainage facilities. There are 31.562 undevelopable acres within the District. See "RISK FACTORS - Undeveloped Acreage" and "THE DISTRICT - Status of Development."

District have been developed by Hunt Mission Ridge, LLC, an affiliate of Hunt. The activities of Hunt and its affiliates include development, construction, consulting and advisory. Water, sewer and drainage facilities to serve commercial portions within the District have been acquired or constructed by B&G, Pellicano 121 Development, LLC and EP Summit Investments, LLC. Hunt Mission Ridge, B&G, Pellicano 121 Development, LLC and EP Summit Investments, LLC are collectively referred to herein as the "Developer." See "THE DEVELOPER."

#### SELECTED FINANCIAL INFORMATION

Tax Year 2022 Certified Assessed Valuation	377,333,988 <sup>(a)</sup>
District Debt:  Gross Debt Outstanding (after the issuance of the Bonds) ("Gross Debt Outstanding")	10,000,000 5,794,507 <sup>(b)</sup>
Gross Debt Outstanding and Estimated Overlapping Debt	15,794,507
Ratio of Gross Debt Outstanding to Tax Year 2022 Certified Assessed Valuation	2.65%
Ratio of Gross Debt Outstanding and Estimated Overlapping  Debt to Tax Year 2022 Certified Assessed Valuation	4.19%
Debt Service Funds Available, as of August 24, 2022 (c) \$	393,974.97
Capital Projects Funds Available, as of August 24, 2022. \$	41,441.92
Operating Funds Available, as of August 24, 2022 <sup>(d)</sup>	5,667,048.10
Tax Year 2022 Tax Rates:	
Debt Service	0.2112
Contract	0.2900
Maintenance and Operations	0.2488
Total	0.7500 /\$100 A.V.
Projected Average Annual Debt Service Requirements (2022 - 2047) of the Bonds ("Average Requirement") \$	585,717
Tax rate required to pay Projected Average Requirement based upon Tax Year 2021	
Certified Assessed Valuation at a 98% collection rate	0.1584 /\$100 A.V.
Status of Water Connections as of July 31, 2022:	
Single-family residential - completed and occupied 123	
Single-family residential - completed and vacant	
Single-family residential - under construction - builder . 125	
Commercial	
Other (Irrigation)	
Total Connections	

<sup>(</sup>a) As certified by the El Paso Central Appraisal District (the "Appraisal District"). Represents the assessed taxable valuation within the District as of January 1, 2022. See "TAX PROCEDURES."

<sup>(</sup>b) See "ESTIMATED OVERLAPPING DEBT STATEMENT" herein.

<sup>(</sup>c) See "PRO-FORMA DEBT SERVICE REQUIREMENTS."

<sup>(</sup>d) Such amount includes proceeds of an annual ad valorem contract tax levied by each Participant District and paid to the District (as Master District) pursuant to the Master District Contract. See "RISK FACTORS – District Operations and Contract Tax" and "TAX DATA – Contract Tax."

#### PRELIMINARY OFFICIAL STATEMENT

#### \$2,055,000

#### PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 1

(A political subdivision of the State of Texas located within El Paso County)

#### **UNLIMITED TAX BONDS, SERIES 2022A**

This Official Statement provides certain information in connection with the issuance by Paseo del Este Municipal Utility District No. 1 (the "District" or, in its capacity as the Master District pursuant to the Master District Contract, the "Master District") of its \$2,055,000 Unlimited Tax Bonds, Series 2022A (the "Bonds").

The Bonds are issued pursuant to the Texas Constitution, Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the "Act") and Chapters 49 and 54 of the Texas Water Code, as amended, a resolution authorizing the issuance of the Bonds (the "Bond Resolution") adopted by the Board of Directors of the District (the "Board"), and an order of the Texas Commission on Environmental Quality (the "TCEQ").

This Official Statement includes descriptions, among others, of the Bonds and the Bond Resolution, and certain other information about the District and the Developer of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from Ronald J. Freeman, Attorney, 102 N. Railroad Avenue, Pflugerville, Texas 78660 upon payment of the costs of duplication therefor.

#### RISK FACTORS

#### General

The Bonds, which are obligations of the District and not obligations of the State of Texas, El Paso County, the City of El Paso (the "City"), or any other political entity other than the District, will be secured by a continuing, direct, annual ad valorem tax levied, without legal limitation as to rate or amount, on all taxable property within the District. The ultimate security for payment of the principal of and interest on the Bonds depends on the ability of the District to collect from the property owners within the District all taxes levied against the property or, in the event of foreclosure, on the value of the taxable property with respect to taxes levied by the District and by other taxing authorities. See "THE BONDS - Source of and Security for Payment." The collection by the District of delinquent taxes owed to it and the enforcement by the Registered Owners of the District's obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of taxable property within the District will accumulate or maintain taxable values sufficient to justify continued payment of taxes by property owners or that there will be a market for the property in the District or that owners of the property in the District will have the ability to pay taxes. See "Registered Owners' Remedies and Bankruptcy Limitations" below.

#### **Infectious Disease Outbreak (COVID-19)**

In March 2020, the World Health Organization and the President of the United States separately declared the outbreak of a respiratory disease caused by a novel coronavirus ("COVID-19") to be a public health emergency. On March 13, 2020, the Governor of Texas (the "Governor") declared a state of disaster for all counties in the State of Texas (the "State") because of the effects of COVID-19. Subsequently, in response to a rise in COVID-19 infections in the State and pursuant to the Chapter 418 of the Texas Government Code, the Governor issued a number of executive orders intended to help limit the spread of COVID-19 and mitigate injury and the loss of life, including limitations imposed on business operations, social gatherings, and other activities.

Over the ensuing year, COVID-19 negatively affected commerce, travel and businesses locally and globally, and negatively affected economic growth worldwide and within the State. Following the widespread release and distribution of various COVID-19 vaccines in 2021 and a decrease in active COVID-19 cases generally in the United States, state governments (including Texas) have started to lift business and social limitations associated with COVID-19. Beginning in March 2021, the Governor issued various executive orders, which, among other things, rescinded and superseded prior executive orders and provide that there are currently no COVID-19 related operating limits for any business or other establishment except in counties with an "area with high hospitalizations" where a county judge may impose COVID-19 related mitigation strategies. The Governor retains the right to impose additional restrictions on activities if needed to mitigate the effects of COVID-19. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at https://gov.texas.gov/. Neither the information on, nor accessed through, such website of the Governor is incorporated by reference into this Offering Memorandum.

The District has not experienced any decrease in property values, unusual tax delinquencies, or interruptions to service as a result of COVID-19; however the District cannot predict the long-term economic effect of COVID-19 or a similar virus should there be a reversal of economic activity and re-imposition of restrictions.

#### **Dependence on Principal Taxpayers**

The District's tax base is concentrated in a small number of taxpayers. As reflected in this Official Statement under the caption "TAX DATA – Principal Taxpayers," the District's ten principal taxpayers in 2022 owned approximately 83.49% of the assessed value of property, including personal property, located in the District. The District cannot represent that its tax base will in the future be (i) distributed among a significantly larger number of taxpayers or (ii) less concentrated in property owned by a relatively small number of property owners than it is currently. Failure by one or more of the District's principal property owners to make full and timely payments of taxes due may have an adverse effect on the investment quality or security of the Bonds. If any one or more of the principal District taxpayers did not pay taxes due, the District might need to levy additional taxes or use other debt service funds available to meets its debt service requirements, the availability of which is uncertain. See "RISK FACTORS – Tax Collection Limitations".

The District can make no representation that the taxable property values in the District will increase in the future or will maintain a value sufficient to support the proposed District tax rate or to justify continued payment of taxes by property owners. In 2022, the District levied a total tax rate of \$0.75 per \$100 of assessed valuation composed of a debt service tax of \$0.2112, maintenance tax rate of \$0.2488 and a contract tax rate of \$0.2900.

#### Factors Affecting Taxable Values and Tax Payments

Economic Factors and Interest Rates: A substantial percentage of the taxable value of the District results from the current market value of single-family residences, undeveloped land and developed lots which are currently being marketed by the Developer (as defined herein) to builders for the construction of primary residences. The market value of such homes and lots is related to general economic conditions affecting the demand for residences. Demand for lots of this type and the construction of residential dwellings thereon can be significantly affected by factors such as interest rates, credit availability (see "Credit Markets and Liquidity in the Financial Markets" below), construction costs, energy availability and the prosperity and demographic characteristics of the urban center toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values. See "THE DISTRICT - Status of Development."

Future development and construction in the District are highly dependent on the availability of financing. Lenders generally have become more selective in making real estate loans throughout the nation, including in Texas. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds to potential home builders and home purchasers.

Credit Markets and Liquidity in the Financial Markets: Interest rates and the availability of mortgage and development funding have a direct impact on the construction activity, particularly short-term interest rates at which Developer are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds for continued construction within the District. In addition, since the District is located approximately 15 miles east of the central downtown business district of the City of El Paso, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the El Paso metropolitan and regional economies and national credit and financial markets. A downturn in the economic conditions in the El Paso area and/or decline in the nation's real estate and financial markets could continue to adversely affect development and homebuilding plans in the District and restrain the growth of the District's property tax base.

Competition: The demand for and construction of single-family homes in the District, which is 15 miles east from downtown El Paso, could be affected by competition from other residential developments, including other residential developments located in the northwestern, northeastern and far eastern portion of the El Paso area market. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the builders in the sale of single-family residential homes within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District and tax revenues to be received by the District. The District can give no assurance that building and marketing programs in the District by the Developer will be implemented or, if implemented, will be successful.

Landowner Obligation to the District: There are no commitments from or obligations of any developer or any landowner to the District to proceed at any particular rate or according to any specified plan with the construction of improvements in the District, and there is no restriction on any landowner's right to sell its land. Failure to develop undeveloped land or construct taxable improvements on developed lots or developed tracts of land would restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds, taxable property within the District will increase or maintain its taxable value. See "Undeveloped Acreage" below.

Dependence on Principal Taxpayers: The ability of any principal taxpayer to make full and timely payments of taxes levied against its property by the District and similar taxing authorities will directly affect the District's ability to meet its debt service obligations. If, for any reason, any one or more principal taxpayers do not pay taxes due or do not pay in a timely manner, the District may need to levy additional taxes or use other funds available for debt service purposes. However, the District has not covenanted in the Bond Resolution, nor is it required by Texas law, to maintain any particular balance in its Debt Service Fund or any other funds to allow for any such delinquencies. Therefore, failure by one or more principal taxpayers to pay their taxes on a timely basis in amounts in excess of the District's available funds could have a material adverse effect upon the District's ability to pay debt service on the Bonds on a current basis. See "TAX DATA – Principal Taxpayers."

Impact on District Tax Rates: Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of District property owners to pay their taxes. The 2022 certified assessed valuation of the District (see "SELECTED FINANCIAL INFORMATION") is \$377,333,988. After issuance of the Bonds, the projected maximum annual debt service requirement will be \$608,746 (2023) and the projected average annual debt service requirement will be \$585,717 (2023-2047). Assuming no increase or decrease from the 2022 assessed valuation and no use of funds other than tax collections, a tax rate of \$0.1646 per \$100 assessed valuation at a 98% collection rate would be necessary to pay the projected maximum annual debt service requirement of \$608,746 and a tax rate of \$0.1584 per \$100 assessed valuation at a 98% collection rate would be necessary to pay the projected average annual debt service requirement of \$585,717 (see "SELECTED FINANCIAL INFORMATION"). Such calculated rates may be higher than tax rates presently being levied in utility districts in the general vicinity of the District. Although calculations have been made regarding average and maximum tax rates necessary to pay the debt service on the Bonds based upon the 2022 Assessed Valuation, the District can make no representations regarding the future level of assessed valuation within the District. Increases in the tax rate may be required in the event the District's assessed valuation does not continue to increase or in the event major taxpayers do not pay their District taxes timely. Increases in taxable values depend primarily on the continuing construction and sale of homes and other taxable improvements within the District. See "TAX PROCEDURES," "FINANCIAL STATEMENT," and "TAX DATA – Projected Tax Adequacy for Debt Service."

#### **Undeveloped Acreage**

Of the 745.94 developable acres within the District, approximately 283.756 acres have not yet been furnished with water, sanitary sewer and storm drainage facilities. The District can make no assurances as to whether or when such remaining acreage will be developed. There are 31.562 undevelopable acres within the District. See "THE DISTRICT – Status of Development."

#### **District Operations and Contract Tax**

The Master District Contract(s) between the District (as Master District) and each of the other Participant Districts designates the District as the Master District and provides that the Master District will own or lease all Regional Facilities and Internal Facilities and use them to provide retail water and wastewater service to retail customers inside the each Participant District's boundaries, including the Master District. As consideration for the right to provide such retail service, the District, acting in its capacity as the Master District, has agreed to pay each of the other Participant District's administrative expenses to manage each Participant District pursuant to a budget process outlined below. The Master District Contract provides that each Participant District will submit annually a budget for its administrative expenses to the Master District for review and approval by the Master District. Once approved, all such expenses will be paid by the Master District. A Participant District's budget must be approved by the Master District if it is no more than 10% higher than the average of the annual budgets of the Participant Districts Nos. 2-11. To date, each of the Participant District's annual budgets have all been approved by the Master District.

The Master District Contract also provides that the Master District will pay its own operation and administrative expenses and the approved administrative expenses of the Participant Districts from the revenues from the Master District's water and wastewater system. If the Master District's water and wastewater system revenues are insufficient to pay all of those costs, the resulting deficit will be paid by all Participant Districts (including the Master District) from the proceeds of an annual ad valorem contract tax levied by each Participant District on all taxable property within its boundaries in an amount sufficient to pay each Participant District's pro rata share of the deficit. A Participant District's pro rata share of the deficit each year is determined by multiplying the deficit by a fraction, the numerator of which is the Participant District's taxable assessed valuation for the year and the denominator of which is the total of the taxable assessed valuations in all the Participant Districts (including the Master District). See "THE SYSTEM - The Master District Contract."

For the 2022 fiscal year, the District intends to pay its pro rata share of the Master District's budgeted operating deficit from the \$0.29/\$100 assessed value contract tax levied by the District on September 21, 2022.

#### **Future Debt**

At an election held November 8, 2005, the District authorized the issuance of up to \$70,000,000 of unlimited tax debt. The District reserves in the Bond Resolution the right to issue the remaining \$60,000,000 principal amount of unlimited tax debt authorized but unissued after the issuance of the Bonds for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and the District may issue additional bonds which may be voted hereafter. The District may also issue revenue bonds and refunding bonds. See "THE BONDS - Issuance of Additional Debt" and "THE SYSTEM – Future Debt." The issuance of such future obligations may dilute and adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Board of the District, the Attorney General of Texas and, with respect to bonds for water, sewer and drainage improvements, the TCEQ. After sale of the Bonds and reimbursement to the Developers of a portion of the proceeds therefrom, the District will still owe not less than approximately \$120,000 to the Developers for the costs of facilities for which the Developers have not yet been reimbursed. The District expects to sell additional bonds to reimburse the Developer for such costs. See "THE SYSTEM – Future Debt" "THE BONDS – Issuance of Additional Debt," and "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED."

#### **Environmental Regulation**

Wastewater treatment and water supply facilities are subject to stringent and complex environmental laws and regulations. The Master District currently receives wholesale water and wastewater services from the El Paso Water Utilities Public Service Board ("EPWU") for the areas within the District and the remaining Participant Districts. Facilities must comply with environmental laws at the federal, state, and local levels. These laws and regulations can restrict or prohibit certain activities that affect the environment in many ways such as:

- Requiring permits for construction and operation of water supply wells and wastewater treatment facilities;
- Restricting the manner in which wastes are released into the air, water, or soils;
- Restricting or regulating the use of wetlands or other property;
- Requiring action to prevent or mitigate pollution;
- Imposing substantial liabilities for pollution resulting from facility operations.

Compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Sanctions against a municipal utility district or other type of district ("Utility Districts") for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements, and injunctive relief as to future compliance of and the ability to operate the Utility District's water supply, wastewater treatment, and drainage facilities. Environmental laws and regulations can also impact an area's ability to grow and develop. It should be noted that changes in environmental laws and regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

#### **Tax Collection Limitations**

The District's ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by (i) cumbersome, time-consuming and expensive collection procedures, (ii) a bankruptcy court's stay of tax collection procedures against a taxpayer, or (iii) market conditions affecting the marketability of taxable property within the District and limiting the proceeds from a foreclosure sale of such property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. The costs of collecting any such taxpayer's delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See "TAX PROCEDURES - District's Rights in the Event of Tax Delinquencies."

#### **Registered Owners' Remedies and Bankruptcy Limitations**

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Resolution, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution, the Registered Owners have the statutory right of a writ of

mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages, so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution may not be reduced to a judgment for money damages. If such a judgment against the District were obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

The enforceability of the rights and remedies of Registered Owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. Texas law requires municipal utility districts such as the District to obtain the approval of the TCEQ as a condition to seeking relief under Chapter 9 of the Federal Bankruptcy Code.

If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect Registered Owners by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating the collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the Registered Owners' claims against a district.

A district such as the District may not be forced into bankruptcy involuntarily.

#### **Continuing Compliance with Certain Covenants**

The Bond Resolution contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Resolution on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "TAX EXEMPTION—Opinion."

#### Marketability

The District has no agreement with the Initial Purchaser (as defined herein) regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market. Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that any such secondary market would not be disrupted by events including, but not limited to, the current pandemic associated with the COVID-19 virus. See "RISK FACTORS – Infectious Disease Outbreak (COVID-19)."

The failure by the District to comply with its agreement to provide the information and notices required by Rule 15c(2)-12 of the Securities and Exchange Commission ("Rule 15c2-12") could possibly inhibit the sale of the Bonds in the secondary market. See "CONTINUING DISCLOSURE OF INFORMATION."

#### The Effect of FIRREA on Tax Collections of the District

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states that (i) no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties, interest, or fines, including those arising from the failure to pay any real or personal property tax when due, and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with state law, such value shall be determined as of the period for which such tax is imposed.

To the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the District and may prevent the collection of penalties and interest on such taxes or may affect the valuation of such property.

#### **Changes in Tax Legislation**

Certain tax legislation, whether currently proposed or proposed in the future, may directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, may also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed, pending or future legislation.

#### Matters Relating to EPWU Wholesale Water and Wastewater Contract

For a discussion of matters relating a rate dispute relating to the District's wholesale water and wastewater contract with EPWU, see "THE SYSTEM – Rate Dispute with EPWU Under EPWU Wholesale Water and Wastewater Contract." No assurance can be given on the outcome of such rate dispute or effect of an exercise of remedies by EPWU. Exercise of remedies under the District's wholesale water and wastewater contract with EPWU as described under would have on the rate of development or growth of the tax base in the Master District or the Participant Districts.

#### THE BONDS

#### General

Following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Resolution of the Board authorizing the issuance and sale of the Bonds. The Bond Resolution authorizes the issuance and sale of the Bonds and prescribes the terms, conditions, and provisions for the payment of the principal of and interest on the Bonds by the District.

The Bonds will be dated November 15, 2022, and will accrue interest from the date of initial delivery of the Bonds (expected to be December 1, 2022). Interest is payable on each August 15 and February 15 commencing August 15, 2023, until the earlier of maturity or prior redemption. The Bonds mature on August 15 in the amounts and years shown on the cover page of this Official Statement. Interest calculations are based on a 360-day year comprised of twelve 30-day months. The Bonds will be issued only in fully registered form in denominations of \$5,000 each or integral multiples thereof.

#### **Authority for Issuance**

At a bond election held within the District on November 8, 2005, the voters of the District authorized the issuance of a total of \$70,000,000 principal amount of unlimited tax bonds for water, wastewater and drainage facilities. See "Issuance of Additional Debt" and "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED" below. The Bonds are the second issuance of debt by the District. The TCEQ has authorized the District to sell the Bonds for the purposes described in "THE SYSTEM - Use and Distribution of Bond Proceeds."

The Bonds are issued by the District pursuant to the terms and provisions of the Bond Resolution, an Order of the TCEQ, Article XVI, Section 59 of the Texas Constitution, the Act and Chapters 49 and 54 of the Texas Water Code, as amended.

#### Source of and Security for Payment

While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the District covenants in the Bond Resolution to levy an annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds, with full allowance being made for delinquencies and costs of collection.

The Bonds are obligations of the District and are not the obligations of the State of Texas, El Paso County, the City or any entity other than the District.

#### **Record Date**

The record date for the interest payable on the Bonds on any interest payment date means the close of business on the last day of the preceding month whether or not a business day.

#### **Funds**

In the Bond Resolution, the Debt Service Fund is created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by the Bond Resolution shall be deposited, as collected, in such fund.

Proceeds from sale of the Bonds, including interest earnings thereon, shall be deposited into the Capital Projects Fund, to pay the costs of acquiring or constructing Internal Facilities or the District's pro rata share of capacity in Regional Facilities, for paying the District's pro rata share of creation and administrative costs of all Participant Districts and for paying the costs of issuing the Bonds. See "THE SYSTEM - Use and Distribution of Bond Proceeds" for a more complete description of the use of Bond proceeds.

#### No Arbitrage

The District will certify as of the date the Bonds are delivered and paid for that, based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. Furthermore, all officers, employees, and agents of the District have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District as of the date the Bonds are delivered and paid for. In particular, all or any officers of the District are authorized to certify to the facts and circumstances and reasonable expectations of the District on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the District covenants in the Bond Resolution that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds of the Bonds, and take such other and further actions and follow such procedures, including, without limitation, calculating the yield on the Bonds, as may be required so that the Bonds shall not become "arbitrage bonds" under the Code and the regulations prescribedfrom time to time thereunder.

#### **Redemption Provisions**

<u>Optional Redemption</u>: The District reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 20\_\_, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof, on August 15, 20\_\_, or any date thereafter, at the par value thereof plus accrued thereon to the date fixed for redemption.

If fewer than all of the Bonds are redeemed at any time, the particular maturities of Bonds to be redeemed shall be selected by the District. If less than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary method of selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

<u>Mandatory Sinking Fund Redemption</u>: In the event the Bonds are structured as "term" bonds, such term bonds will be subject to mandatory sinking fund redemption in accordance with the applicable provisions of the Bond Resolution and will be described in the final Official Statement.

Notice of Redemption: Notice of any optional redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for optional redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the register. Such notices shall state the redemption date, the redemption price, and the place at which the Bonds are to be surrendered for payment and, if fewer than all the Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or the portions thereof to be redeemed. Any notice given shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

#### Paying Agent/Registrar

The Board has appointed BOKF, NA, Dallas, Texas, as the initial Paying Agent/Registrar (the "Paying Agent/Registrar") for the Bonds. The principal of and interest on the Bonds shall be paid to DTC, which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "BOOK-ENTRY-ONLY SYSTEM."

#### **Registration and Transfer**

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Bond Resolution. While the Bonds are in the Book-Entry-Only System, the Bonds will be registered in the name of Cede & Co. and will not be transferred. See "BOOK-ENTRY-ONLY SYSTEM."

#### Replacement of Paying Agent/Registrar

Provision is made in the Bond Resolution for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a national or state banking institution, a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and subject to supervision or examination by federal or state authority, to act as Paying Agent/Registrar for the Bonds.

#### **Issuance of Additional Debt**

The District may issue additional bonds, with the approval of the TCEQ in the case of bonds issued for water, sewer and drainage purposes, necessary to provide and maintain improvements and facilities consistent with the purposes for which the District was created. After issuance of the Bonds, the District will have \$60,000,000 of unlimited tax bonds authorized but unissued for water, sanitary sewer and drainage purposes. The Bond Resolution imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District's voters or the amount of bonds ultimately issued by the District. See "THE SYSTEM - Future Debt" and "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED."

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. Additionally, The District currently anticipates issuing its \$2,405,000 Unlimited Tax Bonds, Series 2023 in January 2023. The District may issue bonds and other forms of indebtedness to purchase or construct such facilities or acquire contract rights therefor. The District is also empowered to establish, operate, and maintain fire-fighting facilities, independently or with one or more conservation and reclamation districts after approval by the City of El Paso, the TCEQ and the voters of the District.

#### Annexation by the City of El Paso

The District lies wholly within the extraterritorial jurisdiction of the City, and may be annexed by the City in accordance with existing Texas law. Under prior Texas law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without consent of the district or its residents. Under House Bill 347 approved during the 86th Regular Legislative Session ("HB 347"), (a) a municipality may annex a district with a population of less than 200 residents only if: (i) the municipality obtains consent to annex the area through a petition signed by more than 50% of the registered voters of the district, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation; and (b) a municipality may annex a district with a population of 200 residents or more only if: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. Notwithstanding the foregoing, a municipality may annex an area if each owner of land in the area requests the annexation. As of July 31, 2022, the District had an estimated population of 973, thus triggering the voter approval and/or landowner consent requirements discussed in clause (b) above. The described election and petition process may not apply, however, during the term of a strategic partnership agreement between a municipality and a district specifying the procedures for annexation of all or a portion of the District. At present, the District and the City have not entered into (and do not currently have plans to enter into) any such strategic partnership agreement.

If the District is annexed, the City must assume the District's assets and obligations (including the Bonds) and dissolve the District within ninety (90) days. Annexation of territory by the City and dissolution of the District is a policy-making matter within the discretion of the Mayor and City Council of the City, subject to HB 347, and therefore, the District makes no representation that the City will ever annex the District and assume its debt, nor does the District make any representation concerning the ability of the City to pay debt service on the District's bonds if annexation were to occur.

#### Remedies in Event of Default

Other than a writ of mandamus, the Bond Resolution does not provide a specific remedy for a default. If the District defaults, a Registered Owner could petition for a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the District's officials to observe and perform the covenants, obligations or conditions prescribed in the Bond Resolution. Such remedy might need to be enforced on a periodic basis. Based on recent Texas court decisions, it is unclear whether section §49.066, Texas Water Code, effectively waives governmental immunity of a municipal utility district for suits for money damages.

Even if a judgment against the District for money damages could be obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforcement of a claim for payment on the Bonds would be subject to the applicable provisions of the federal bankruptcy laws, any other similar laws affecting the rights of creditors of political subdivisions, and general principles of equity which permit the exercise of judicial discretion. Certain traditional legal remedies also may not be available. See "RISK FACTORS - Registered Owners' Remedies and Bankruptcy Limitations."

#### Legal Investment and Eligibility to Secure Public Funds in Texas

Pursuant to Section 49.186, Texas Water Code, the Bonds, whether rated or unrated, are (a) legal investments for banks, savings banks, trust companies, building and loan associations, savings and loan associations, insurance companies, fiduciaries, and trustees and (b) legal investments for the public funds of cities, towns, villages, school districts, and other political subdivisions or public agencies of the State. The Bonds are also eligible under the Public Funds Collateral Act, Chapter 2257, Texas Government Code, to secure deposits of public funds of the State or any political subdivision or public agency of the State and are lawful and sufficient security for those deposits to the extent of their market value. Most political subdivisions in the State are required to adopt investment guidelines under the Public Funds Investment Act, Chapter 2256, Texas Government Code, and such political subdivisions may impose other, more stringent requirements in order for the Bonds to be legal investments for such entity's funds or to be eligible to serve as collateral for their funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment purposes. No representation is made concerning other laws, rules, regulations, or investment criteria which might apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

#### **Defeasance**

The Bond Resolution provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) of the Bonds or other obligations of the District payable from revenues or from ad valorem taxes or both, or with a commercial bank or trust company designated in the proceedings authorizing such discharge, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct obligations of the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and which mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in the future in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds.

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#### **BOOK-ENTRY-ONLY SYSTEM**

This section describes how ownership of the Bonds is to be transferred and how the principal of and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, ("DTC") while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District and the Financial Advisor believe the source of such information to be reliable, but neither of the District nor the Financial Advisor takes any responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange. Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of: "AA+" from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, printed certificates for the Bonds are required to be printed and delivered

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Bond Resolution will be given only to DTC.

Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the District or the Financial Advisor.

#### **BOND INSURANCE**

Application for municipal bond insurance has been made by the District. Upon the determination of which entity, if any, will provide such insurance, information relating to the issuer of the municipal bond insurance policy applicable to the Bonds will be set forth in the final Official Statement. The purchase of such insurance, if available and the payment of all associated costs will be at the option and expense of the Initial Purchaser. If bond insurance is purchased, purchasers of the Bonds should be aware of the following:

#### **Bond Insurance Risks**

The District has applied for a bond insurance policy to guarantee the scheduled payment of principal and interest on the Bonds. The District has yet to determine whether an insurance policy will be purchased with respect to the Bonds. If an insurance policy is purchased, the following are risk factors relating to bond insurance.

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bond shall have a claim under the applicable Bond Insurance Policy (the "Policy") for such payments. The payment of principal and interest in connection with mandatory or optional prepayment of the Bonds by the District which is recovered by the District from the Bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by the insurer at such time and in such amounts as would have been due absent such prepayment by the District unless the bond insurer chooses to pay such amounts at an earlier date.

Under no circumstances does default of payment of principal and interest obligate acceleration of the obligations of the bond insurer without their consent, so long as the bond insurer performs its obligations under the applicable Policy. In the event the bond insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from the revenues pledged in the Bond Resolution. In the event the bond insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

In the event bond insurance is purchased, the long-term rating on the Bonds, if any, will be dependent in part on the financial strength of the bond insurer and its claims paying ability. The bond insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the bond insurer or of the Bonds, if any, insured by the bond insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The obligations of the bond insurer are general obligations of the bond insurer and in an event of default by the bond insurer the remedies may be limited by applicable bankruptcy law. Neither the District nor the Financial Advisor have made an independent investigation into the claims paying ability of any potential bond insurer and no assurance or representation regarding the financial strength or projected financial strength of any potential bond insurer is given.

#### THE DISTRICT

#### General

The District is a conservation and reclamation district created by division of Paseo del Este Municipal Utility District pursuant to a division order adopted by the Original District on March 27, 2003 and operates pursuant to the Act and Chapters 49 and 54, Texas Water Code. Prior to division, Paseo del Este Municipal Utility District was created as a Conservation and Reclamation District by the Act. The District is located wholly within the extraterritorial jurisdiction of the City.

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants, and contract rights therefore, necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District may issue bonds and other forms of indebtedness to purchase or construct such facilities or contract rights therefor. The District is also empowered to establish, operate, and maintain fire-fighting facilities, independently or with one or more conservation and reclamation districts after approval by the City, the TCEQ and the voters of the District.

The TCEQ exercises continuing supervisory jurisdiction over the District. The District is required to observe certain requirements of the City which limit the purposes for which the District may sell bonds to the acquisition, construction, and improvement of waterworks, wastewater, and drainage facilities or contract rights therefor, and the refunding of outstanding debt obligations; place restrictions on the terms and provisions and conditions on the sale of the District's bonds so long as such restraints and conditions do not render the bonds unmarketable; require approval by the City of District construction plans; and permit connections only to platted lots and reserves which have been approved by the City. Construction and operation of the District's drainage system are subject to the regulatory jurisdiction of additional government agencies. See "THE SYSTEM."

The District presently contains approximately 777.502 acres of land located in the southeast portion of El Paso County approximately 15 miles east of the central area of the City. The District is located northeast of Interstate Highway 10 and east of Loop 375. Eastlake Boulevard provides access to the District. From Interstate Highway 10, exit Eastlake Boulevard and proceed east on Eastlake Boulevard. See "AERIAL PHOTOGRAPH" herein.

#### **Validation of Creation of Participant Districts**

The creation of the Original District and its division into Participant District Nos. 1-9 has been validated by a final judgment of the County Court-at-Law of El Paso County, TX. Likewise, creation of Participant District Nos. 10 and 11 has been validated by a final judgment of the District Court of El Paso County, TX. Each of the Participant Districts, including the District, has held a confirmation, bond, refunding bond, maintenance tax and contract tax election. All such election propositions have been approved by voters of the Participant Districts, including the District.

#### **Status of Development**

The District is a mixed used and residential development located within the Paseo del Este. Paseo del Este is being developed primarily by Hunt and B&G is planned to include approximately 4,300 acres of land. The land in Paseo del Este was purchased from the Texas General Land Office by Hunt and affiliates thereof and B&G in varying positions in a series of transactions between 1998 and 2020. As of July 31, 2022, approximately 8,850 single family residential lots have been developed within Paseo del Este, and approximately 7,842 homes are completed or are in various stages of construction in Paseo del Este.

The District includes approximately 777.502 acres (including 745.94 developable acres), of which 532.329 acres is expected to be commercial development (68%) and 245.173 acres is expected to be residential development (32%) at final build out. Current development in the District which includes 289.427 acres of commercial development and 272 residential lots in various stages of construction. Commercial development in the District includes retail, industrial, food establishments, medical offices, car washes and gas stations. Tenants in the commercial portions of the District include Amazon, River Oaks, Starbucks, Speedway, Socorro Independent School District, Whataburger, Las Palmas, PetSmart, Burlington, Rack Room Shoes, Specs, Chipotle, Jamba Juice, McDonald's, Chick-Fil-A, Cinemark, Burger King, Cracker Barrel, Mattress Firm, Hunt-Southwest and others.

The development within the District includes Hillside Park at Mission Ridge Units 2-4, Horizon Marketplace, Skyview Estates and WL Crossing Phase 1 and 2 and Bill Burnett Unit One.

Of the 745.94 developable acres within the District, approximately 283.756 acres have not yet been furnished with water, sanitary sewer and storm drainage facilities. There are 31.562 undevelopable acres within the District. See "RISK FACTORS – Undeveloped Acreage" and "THE DISTRICT – Status of Development."

#### **Community Facilities**

Community facilities are located in the general vicinity of the District. Neighborhood shopping facilities, including supermarkets, pharmacies, cleaners, restaurants, banking facilities and other retail and service establishments are located within five miles of the District along areas adjacent to Loop 375. Fire protection for residents of the District is provided by the El Paso County Emergency Services District No. 1. Police protection is provided by the El Paso County Sheriff. Medical care for District residents is available from various facilities in the City within 15 miles of the District. The land within the District is located within the boundaries of Socorro Independent School District, and children within the District attend elementary and middle schools of Socorro Independent School District located within two (2) miles of the District.

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#### MANAGEMENT

#### **Board of Directors**

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. None of the Directors listed below reside within the District; however, each Director owns a small parcel of land in the District. Directors are elected by the voters within the District for four-year staggered terms. Director elections are held in May in odd numbered years. The Directors and Officers of the District are listed below:

Name	Title	Term Expires
Jack Holford	President	2023
Dan Roark	Vice-President	2023
Ken Mills	Secretary	2025
Sid Covington	Assistant Secretary	2023
Larry Mellenbruch	Assistant Secretary	2025

While the District does not employ any full time employees, it has contracted for certain services as follows:

#### Tax Assessor/Collector

Land and improvements within the District are appraised for ad valorem taxation purposes by the El Paso Central Appraisal District. The District's Tax Assessor/Collector is agreed upon by virtue of the interlocal agreement between the City of El Paso and the District and the District has appointed the City of El Paso Tax Assessor/Collector to serve in this capacity for the District.

#### **Operations**

The District contracts with Inframark, LLC for maintenance and operation of the District's System.

#### **Bookkeeper**

The District has engaged Municipal Accounts & Consulting, L.P., to serve as the District's bookkeeper.

#### **Engineer**

The consulting engineer for the District is TRE & Associates, LLC. (the "Engineer").

#### **General Counsel**

The District engages Ronald J Freeman, Pflugerville, Texas, as General Counsel. Mr. Freeman, in a separate, individual capacity is also Of Counsel to the firm of McCall, Parkhurst & Horton L.L.P. The fees payable to General Counsel are not contingent upon the issuance sale and delivery of the Bonds.

#### **Bond Counsel**

The District has engaged McCall, Parkhurst & Horton L.L.P., Austin, Texas as Bond Counsel. The fees payable to Bond Counsel are contingent upon the issuance, sale and delivery of the Bonds.

#### **Disclosure Counsel**

The District has engaged Winstead PC, Dallas, Texas, as Disclosure Counsel. The fees payable to Disclosure Counsel are contingent upon the sale, issuance and delivery of the Bonds.

#### Financial Advisor

Hilltop Securities, Inc., El Paso, Texas and Dallas, Texas (the "Financial Advisor") serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon sale and delivery of the Bonds.

#### **Auditor**

The District's financial statements for the fiscal year ending September 30, 2021 have been audited by West, Davis & Company, LLP.

#### THE DEVELOPER

#### Role of a Developer

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other Developer or third parties. In most instances, a landowner or developer will be required by the TCEQ to pay thirty percent (30%) of the cost of placing the water distribution, wastewater collection, and storm drainage facilities in a district, exclusive of water supply and storage and wastewater treatment plants of which the district incurs one hundred percent (100%) of the cost. While a developer is required by the TCEQ to pave streets, a developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Neither the Developer (as hereinafter defined) nor any of its affiliates, is obligated to pay principal of or interest on the Bonds. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments." Furthermore, neither the Developer nor any of its affiliates has any binding commitment to the District to carry out any plan of development, and the furnishing of information relating to the proposed development by the Developer should not be interpreted as such a commitment. Prospective purchasers are encouraged to inspect the District in order to acquaint themselves with the nature of development that has occurred or is occurring within the boundaries of the District.

#### The Developer

Major water, sewer and drainage facilities and streets to serve residential development within the District have been developed by Hunt Mission Ridge, LLC, an affiliate of Hunt. The activities of Hunt and its affiliates include development, construction, consulting and advisory. Water, sewer and drainage facilities to serve commercial portions within the District have been acquired or constructed by B&G, Pellicano 121 Development, LLC and EP Summit Investments, LLC. The activities of Hunt and its affiliates include investment management, mortgage banking, direct lending, loan servicing, asset management, property management, development, construction, consulting and advisory.

Land within the District is a portion of the development known as Paseo del Este. The Participant Districts have been formed and include approximately 4,300 acres of land in Paseo del Este, including the land on the District. See "THE DISTRICT - Status of Development."

The Developer is not responsible for, liable for, and has made no commitment for payment of the Bonds or other obligations of the District. The Developer may sell or otherwise dispose of its property within the District, or any other assets, at any time. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments - Landowner Obligation to the District".

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#### **Developer Reimbursement Agreements**

Each Participant District, including the District, has entered into reimbursement agreements with the Developer of the Regional Facilities serving all Participant Districts pursuant to which the Participant District agrees to reimburse the Developer for the Participant District's pro rata share of the costs of the Regional Facilities based on the Participant District's total ultimate estimated connections as compared to the total connections in all eleven Participant Districts. In addition, such reimbursement agreements contemplate the Participant District will reimburse the Developer for the Participant District's pro rata share of (i) the Developer costs for creation of all eleven Participant Districts and (ii) the administrative and operation advances to all eleven Participant Districts by the Developer, with each Participant District's pro rata share of such expenses based on the ratio of 1 to 11. Finally, each Participant District, including the District, has entered into reimbursement agreements with the Developer of the Internal Facilities serving the specific Participant District pursuant to which the Participant District agrees to reimburse the Developer for the Internal Facilities serving only the specific Participant District. Before such Internal Facilities are purchased by a Participant District, the Developer leases them to the Master District for its use in serving the retail customers within the Participant District.

#### THE SYSTEM

#### Regulation

According to the Engineer, the District's water supply and distribution, wastewater collection, and storm drainage facilities (collectively, the "System") have been designed in accordance with accepted engineering practices and the then current requirements of various entities having regulatory or supervisory jurisdiction over the construction and operation of such facilities. The construction of the System was required to be accomplished in accordance with the standards and specifications of the District, the TCEQ and EPWU and is subject to inspection by each such entity. Operation of the System is conducted by the Master District; however, EPWU operates the water treatment and storage and sewer treatment facilities providing wholesale service to the Master District. The regulations and requirements of entities exercising regulatory jurisdiction over the System are subject to further development and revision which, in turn, could require additional expenditures by the District in order to achieve compliance. In particular, additional or revised requirements in the future in connection with any permit held by the EPWU for the wastewater treatment plant from which the District receives service could result in the need to construct additional facilities in the future.

#### **The Master District Contract**

The District and the remaining Participant Districts have each entered into a "Master District Contract" with the Master District to coordinate the development of the water, sanitary sewer and drainage facilities to serve the area within all eleven Participant Districts. Under the Master District Contract, the Master District will acquire, construct, own and operate the Regional Facilities to serve the area within all eleven Participant Districts; each Participant District will acquire, construct and own its Internal Facilities serving only area within it and lease the Internal Facilities to the Master District for operation; and the Master District will provide retail water and wastewater service to all retail customers in all of the Participant Districts.

#### **Master District Facilities**

Source of Water Supply: The District receives its water supply pursuant to the Paseo del Este Wholesale Potable Water Supply and Wastewater Treatment and Transportation Contract (the "Water Supply and Wastewater Agreement") between the Master District and EPWU. Pursuant to terms of the Water Supply and Wastewater Agreement, which expires in 2063, EPWU is obligated to provide wholesale water to meet the needs of the area served by the Master District, including land within the boundaries of the District. EPWU currently supplies water to the Master District facilities from its existing three million gallon elevated storage tank and 12.3 MGD booster pump station. The major components of the EPWU's system serving the Master District's water supply system will serve the anticipated 16,995 equivalent single-family connections and contractually up to 20,000 equivalent single-family connections committed to the Master District, of which 1,818 are allocated to the District. As of July 31, 2022, the Master District (as Master District) is serving approximately 8,850 active water connections across its entire service area, of which 311 are within the District (as a Participant District). According to the Engineer, the District's currently allocated water supply capacity (1,818 equivalent single family connections) is sufficient to serve the District at ultimate build-out.

In order to fully provide water supply to all of the Participant Districts in Paseo del Este, the Master District Facilities will need to be expanded from time to time to meet the demand for such facilities.

Source of Wastewater Treatment: The District is provided wastewater treatment capacity by EPWU through the Water Supply and Wastewater Agreement. Pursuant to the terms of the Water Supply and Wastewater Agreement, EPWU is obligated to provide wholesale wastewater service to meet the needs of the area served by the Master District, including land within the boundaries of the District. The agreement expires in 2063. Wastewater flows are routed to EPWU's Bustamante plant, which has a current

permitted capacity of 39 MGD. Current wastewater treatment capacity can serve the anticipated 16,995 equivalent single-family connections and contractually up to 20,000 equivalent single-family connections committed to the Master District. As of July 31, 2022, the Master District (as Master District) is serving approximately 8,850 active wastewater connections across its entire service area, of which 295 are within the District (as a Participant District). The Master District currently receives wholesale water and wastewater services from the EPWU for the areas within Participant Districts. According to the Engineer, the District's currently allocated wastewater treatment capacity (1,818 single family equivalent connections) is sufficient to serve the District at ultimate build-out.

Distribution and Wastewater Collection: Water distribution facilities consist of waterlines ranging in size from 8-inch to 16-inch, generally located within the rights-of-way. These water distribution facilities supply water from the EPWU to each Participant District's internal facilities.

The current wastewater collection facilities include sanitary sewer lines ranging in size from 8-inch to 27-inch generally located within the rights-of-way of collector roads. These collection lines collect wastewater from each Participant District and transport it to an EPWU wastewater interceptor.

*Drainage:* The Master District will provide the Participant Districts with drainage facilities when it is determined that the facilities benefit two or more Participant Districts. These Regional Facilities will be capable of handling a 100-year storm event and will include storm sewers, drainage channels and retention ponds.

#### Internal Water Distribution, Wastewater Collection and Storm Drainage Facilities

Internal water distribution, wastewater collection and storm drainage facilities ("Internal Facilities") have been constructed within the District, funded by the Developer to support the ongoing development. This includes approximately 532.329 commercial acres and 245.173 single family residential acres, encompassing 745.94 acres of developable land.

#### Rate Dispute with EPWU Wholesale Water and Wastewater Contract

In the District's capacity as the Master District, the Master District operates and maintains the water, wastewater, drainage, park and landscaping facilities serving all of the areas within the Participant Districts and provides retail water, wastewater and solid waste services to all retail customers within the Participant Districts. The Master District's FY 2022 projected revenue budget for providing those services for FY 2022 is approximately \$12,000,000. Those costs will be paid for by (i) the revenues from the Master District's retail customers in all of the Participant Districts and (ii) the Contract Taxes paid by all of the Participant Districts.

All water provided by the Master District to its retail customers is obtained pursuant to the Master District's wholesale water and sewer service contract with EPWU. The wholesale contract provides that annually, on or about April 1 of each year, EPWU will establish a rate for wholesale water and sewer service to the Master District pursuant to a methodology agreed to in the wholesale contract. On or about April 1, 2021, the Master District received notice from EPWU that the wholesale water (not wastewater) rate to the District would be increasing by 24%, resulting in an approximately \$1,000,000 annual increase in the wholesale cost of water for the Master District during the period from April 1, 2021 through March 31, 2022.

The Master District believes the action by EPWU to increase the wholesale water rate on April 1, 2021, is a breach of the wholesale contract because EPWU arbitrarily deviated from the agreed-upon methodology prescribed by the wholesale contract. Accordingly, on June 18, 2021, the Master District filed a petition (the "Rate Petition") with the Texas Public Utility Commission (the "PUC") requesting that the PUC review the rate attempted to be imposed by EPWU for wholesale water service provided pursuant to the wholesale contract and revise the rate, if appropriate. The PUC has accepted jurisdiction of the Master District's Rate Petition.

It appears from pleadings in the PUC Rate Petition matter that both the Master District and EPWU agree that this is a contractual dispute. Accordingly, on November 16, 2021, the District filed suit against EPWU in Cause No. 2021DCV3996 in the 210<sup>th</sup> District Court of El Paso County seeking a declaration by the court of the rights and responsibilities of the District and EPWU under the wholesale contract, with particular regard to the disputed wholesale water charges. The District is vigorously prosecuting both legal proceedings.

Meanwhile, for all water received from EPWU pursuant to the wholesale contract since April 1, 2021, the Master District has refused to pay the increased rate by EPWU and instead has paid for water at the wholesale rate that was in effect prior to April 1, 2021. Since April 1, 2021 to the present, the total amount paid for wholesale water by the District to EPWU is \$6,765,687.43 and the amount claimed by the PSB is \$8,059,927.18 resulting in a difference of \$1,294,239.75.

The District is required, pursuant to the Master District Contract, to maintain a three month operation and maintenance reserve fund. Currently, the District has approximately \$2.37 million in the operation and maintenance reserve fund and is anticipated to have the

operation and maintenance reserve fund fully funded in the amount of approximately \$3.9 million by 2025. The moneys in the operation and maintenance reserve fund are available to pay any additional charges from EPWU that may be imposed either by the PUC or a district court.

Neither EPWU nor the Master District has formally given the other party any notice of breach of contract as required by the wholesale contract. If EPWU notifies the Master District that the District is in breach of the wholesale contract due to "non-payment," the Master District would have sixty days to cure the monetary breach or else EPWU could exercise certain remedies as provided in the wholesale contract. In regard to such contractual remedies, the wholesale contract provides that EPWU could, after first giving the Master District thirty days notice, (i) permanently restrict service to the District to an amount that is the maximum amount previously supplied by EPWU and (ii) require the Master District to stop making new connections in the Master District and the other Participant Districts that would use water or wastewater services provided by EPWU.

Should EPWU exercise the above referenced remedies, development in the Master District could slow or halt; however no assurance can be given on the effect such exercise of remedies would have on the rate of development or growth of the tax base in the Master District or the Participant Districts.

#### **Use and Distribution of Bond Proceeds**

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, \$1,084,026 is estimated for construction costs, and \$970,974 is estimated for non-construction costs. The actual amounts to be reimbursed by the District and the non-construction costs, including Developer Interest, will be finalized after sale of the Bonds and review by an independent auditor.

Construction Costs	Dist	trict's Share
A. District Facilities		
1. Hillside Park at Mission Ridge Unit 4 Drainage, Water,		
& Wastewater Improvements	\$	978,897
2. District Engineering		79,209
Total District Facilities	\$	1,058,106
B. Regional Facilities		
4. Emerald Park Unit 4 Water, Wastewater &		
Drainage and Regional Wastewater Improvements		40,478
5. Mission Ridge Towne Center Unit 1 16" Regional Waterline		24,980
6. Regional Engineering.		1,777
Total Regional Facilities	\$	67,235
Total Construction Cost	\$	1,125,341
Less Surplus Funds		(41,315)
TOTAL CONSTRUCTION COSTS (53% of BIR)	\$	1,084,026
Non-Construction Costs		
A. Legal Fees	\$	41,100
B. Financial Advisor Fees (1.25%)		25,688
C. Interest		,
1. Capitalized Interest		_
2. Developer Interest		651,624
D. Bond Discount (3%).		61,650
E. District Creation Costs		65,224
F. Bond Issuance Expenses		58,495
G. Bond Application Report Costs		60,000
H. Attorney General Fee (0.10%)		2,055
I. TCEQ Bond Issuance Fee (0.25%)		5,138
TOTAL NON-CONSTRUCTION COSTS	\$	970,974
TOTAL BOND ISSUE REQUIREMENT	\$	2,055,000

In the event approved estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for uses in accordance with the rules of the TCEQ. In the event actual costs exceed previously approved estimated amounts and contingencies, additional TCEQ approval and the issuance of additional bonds may be required.

#### **Future Debt**

In addition to the costs of facilities being financed with proceeds from sale of the Bonds, the Developer has financed the engineering and construction of certain other Internal (District) Facilities and Regional Facilities. After reimbursement from sale of the Bonds, the Developer will have expended approximately \$120,000 (as of July 31, 2022) for design, construction and acquisition of the District's share of Regional Facilities not yet reimbursed and \$0 (as of July 31, 2022) for District Facilities not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be used, in part, to reimburse the Developer for the District's pro rata share of the costs of the Regional Facilities and all of the costs of the District Facilities and future costs of developing currently undeveloped land, to the extent allowed by the TCEQ.

#### UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Date of		Amount	Issued	Amount
<u>Authorization</u>	<u>Purpose</u>	<u>Authorized</u>	to Date	<u>Unissued</u>
11/8/2005	Water, Sanitary Sewer			
	and Drainage	\$70,000,000	\$10,000,000*	\$60,000,000

<sup>\*</sup> Includes the Bonds.

#### FINANCIAL STATEMENT

Tax Year 2022 Certified Assessed Valuation	\$377,333,988 <sup>(a)</sup>
District Debt: Currently Outstanding Bonds The Bonds	\$ 7,945,000 \$ 2,055,000
Gross Debt Outstanding (after issuance of the Bonds)	\$ 10,000,000
Ratio of Gross Debt Outstanding to 2022 Certified Assessed Valuation	2.65%
Approximate Area of District – 777.502 acres (745.94 developable acres)	

<sup>(</sup>a) As certified by the El Paso Central Appraisal District (the "Appraisal District"). Represents the assessed valuation within the District as of January 1, 2022. See "TAX PROCEDURES."

#### Cash and Investment Balances (as of August 24, 2022)

Operating Fund	Cash and Temporary Investments	\$5,667,048.10
Capital Projects	Cash and Temporary Investments	\$ 41,441.92
Debt Service Fund	Cash and Temporary Investments	\$ 393,974.97

See "SELECTED FINANCIAL INFORMATION, including footnote (e) therein relating specifically to the Operating Fund Balance."

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#### ESTIMATED OVERLAPPING DEBT STATEMENT

Expenditures of the various taxing entities within the territory of the District are paid out of ad valorem taxes levied by such entities on properties within the District. Such entities are independent of the District and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax bonds ("Tax Debt") was developed from information contained in the "Texas Municipal Reports" published by the Municipal Advisory Council of Texas. Except for the amounts relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional bonds since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. The following table reflects the estimated share of the overlapping Tax Debt of the District.

	Outstanding Overla						
Taxing Jurisdiction	Bonds As of Percent					Amount	
El Paso County	\$	171,274,011	8/31/2022	0.17%	\$	291,166	
El Paso County Hospital District		309,920,000	8/31/2022	0.17%		526,864	
Socorro Independent School District		777,574,552	8/31/2022	0.64%		4,976,477	
Total Estimated Overlapping Debt							
The District					\$	10,000,000 (	
Total Direct and Estimated Overlappin	\$	15,794,507					
Ratio of Total Direct and Estimated Or 2022 Certified Assessed Valuation.		4.19%					

<sup>(</sup>a) Includes the Bonds.

#### **Overlapping Tax Rates for 2021**

	202	1 Tax Rate		
	per \$100			
	Assessed			
Taxing Jurisdiction		aluation		
The District	\$	0.750000		
El Paso County		0.470181		
El Paso County Emergency Services District No. 1		0.100000		
El Paso Community College District		0.134760		
Socorro Independent School District		1.275454		
University Medical Center		0.258145		
Total Overlapping Tax Rate	\$	2.988540		

#### TAX DATA

#### **Tax Collections**

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from District records. Reference is made to these records for further and more complete information.

Tax	Assessed			Current Co	llections	Total Coll	Fiscal Year	
Year	Valuation	Tax Rate	Tax Levy	Amount	Percent	Amount	Percent	Ending
2018	\$ 16,989,691	\$ 0.7500	\$ 127,423	\$ 127,423	100.00%	\$ 127,423	100.00%	9/30/2019
2019	17,204,362	0.7500	129,033	129,545	100.40%	129,545	100.40%	9/30/2020
2020	18,884,374	0.7500	141,633	151,770	107.16%	151,770	107.16%	9/30/2021
2021	80,067,590	0.7500	600,507	615,874	102.56%	615,874	102.56%	9/30/2022 (a)
2022	377,333,988	0.7500	2,830,005	N/A	0.00%	N/A	0.00%	9/30/2023

<sup>(</sup>a) Tax Collections billed on October 1. Collections are as of July 31, 2022.

Taxes are due October 1 and become delinquent if not paid before February 1 of the year following the year in which imposed. No split payments are allowed and no discounts are allowed.

#### **Tax Rate Distribution**

	2022	2021	2020	2019	2018
Debt Service	\$0.2112	\$0.0000	\$0.0000	\$0.0000	\$0.0000
Contract (a)	0.2900	0.2900	0.2900	0.2900	0.2700
Maintenance and Operations	0.2488	0.4600	0.4600	0.4600	0.4800
Total	\$0.7500	\$0.7500	\$0.7500	\$0.7500	\$0.7500

<sup>(</sup>a) See "RISK FACTORS – District Operations and Contract Tax" and "– Contract Tax" below.

#### **Tax Rate Limitations**

Debt Service: Unlimited (no legal limit as to rate or amount). Maintenance and Operations: \$1.00 per \$100 Assessed Valuation.

#### **Debt Service Tax**

The Board covenants in the Bond Resolution to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds. In connection with the approval of the Bonds, the TCEQ has approved an initial debt service rate of at most \$0.30 per \$100 assessed valuation.

#### **Contract Tax**

Under the Master District Contract, each Participant District has agreed to levy and collect a tax (the "Contract Tax") to make payments to the Master District for (i) the Participant District's pro rata share of any operating deficits incurred by the Master District and (ii) the debt service on any bonds issued by the Master District for Regional Facilities payable from the Contract Tax ("Master District Bonds"), with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts. However, the Master District Contract contemplates that the Master District would not issue Master District Bonds for purposes of reimbursing the Developer for the initial construction of the Regional Facilities. Thus, for the foreseeable future, the District contemplates levying a Contract Tax only for its pro rata share of the operating deficits of the Master District. The District has approved a total tax rate of \$0.7500 per \$100 of Assessed Valuation for Tax year 2022, as follows: \$0.2112 for debt service tax, \$0.2900 for contract tax and \$0.2488 for maintenance and operations tax.

#### **Maintenance Tax**

The Board of Directors of the District has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements, if such maintenance tax is authorized by vote of the District's electors. On November 8, 2005, the Board was authorized to levy such a maintenance tax in an amount not to exceed \$1.00 per \$100 of assessed valuation. For the 2022 tax year, the Board has levied a maintenance tax in the amount of \$0.2488 per \$100 assessed valuation. Such tax is in addition to taxes which the District is authorized to levy for paying principal and interest on the District's bonds.

#### **Tax Exemptions**

As discussed in the section titled "TAX PROCEDURES" herein, certain property in the District may be exempt from taxation by the District. The District does not exempt any percentage of the market value of any residential homesteads from taxation.

#### **Additional Penalties**

The District has contracted with a delinquent tax attorney to collect delinquent taxes. Pursuant to the contract and in accordance with the Texas Property Tax Code, the District recovers certain costs, expenses and fees associated with tax collection suits, including reasonable attorney's fees in the amount of twenty percent (20%) of the total amount of taxes, penalties, and interest due to the District.

#### **Principal Taxpayers**

The following list of principal taxpayers is based upon the 2022 tax roll, which reflects ownership at January 1, 2022.

	2022	% of
	Taxable	Taxable
	Assessed	Assessed
Nature of Property	Valuation	<b>Valuation</b>
Developer	\$ 159,606,087	42.30%
Warehouse/Distribution	100,097,140	26.53%
Developer	18,464,194	4.89%
Warehouse/Distribution	17,376,840	4.61%
Warehouse/Distribution	6,699,497	1.78%
Developer	4,039,457	1.07%
Developer	3,087,125	0.82%
Developer	2,121,040	0.56%
Healthcare	1,803,052	0.48%
Developer	1,730,725	0.46%
	\$ 315,025,157	83.49%
	Developer Warehouse/Distribution Developer Warehouse/Distribution Warehouse/Distribution Developer Developer Developer Healthcare	Nature of Property         Taxable Assessed Valuation           Developer         \$ 159,606,087           Warehouse/Distribution         100,097,140           Developer         18,464,194           Warehouse/Distribution         17,376,840           Warehouse/Distribution         6,699,497           Developer         4,039,457           Developer         3,087,125           Developer         2,121,040           Healthcare         1,803,052           Developer         1,730,725

#### **Summary of Assessed Valuation**

The following summary of the Assessed Valuation is provided by the District's Tax Assessor/Collector based on information contained in the 2018-2022 tax rolls of the District. Differences in totals may vary slightly from other information herein due to differences in dates of data.

	2022	2021		2020	2019	 2018
Land and Improvements	\$ 273,110,096	\$ 80,651,709	 \$	21,948,195	\$ 20,182,886	\$ 20,144,877
Personal Property	110,020,892	3,245,829		640,614	626,341	685,840
Exemptions	(5,797,000)	 (3,829,948)		(3,704,435)	(3,604,865)	 (3,841,026)
Total Assessed Valuation	\$ 377,333,988	\$ 80,067,590	\$	18,884,374	\$ 17,204,362	\$ 16,989,691

#### **Projected Tax Adequacy for Debt Service**

Assuming (i) a tax collection rate similar to the collection rate of the District in years past, (ii) no increase or decrease in assessed valuation over the 2022 Certified Assessed Valuation, (iii) no use of available funds, and (iv) utilization of a tax rate necessary to pay the District's projected average annual debt service requirements on the Bonds, the District expects that sufficient funds will be generated to pay both the Average Annual Debt Service and Maximum Annual Debt Service shown below.

Average Annual Debt Service (2023-2047)\$	585,717
Maximum Annual Debt Service (2023)\$	608,746

#### TAX PROCEDURES

#### **Authority to Levy Taxes**

The Board is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds, and any additional bonds payable from taxes which the District may hereafter issue (see "RISK FACTORS - Future Debt") and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Resolution to levy such a tax from year to year as described more fully herein under "THE BONDS - Source of and Security for Payment." Under Texas law, the Board may also levy and collect an annual ad valorem tax for the operation and maintenance of the District and its water and wastewater system and for the payment of certain contractual obligations. See "TAX DATA."

#### **Property Tax Code and County-Wide Appraisal District**

The Texas Property Tax Code (the "Property Tax Code") specifies the taxing procedures of all political subdivisions of the State of Texas, including the District. The District must also follow tax procedures found in the Texas Water Code. These statutory provisions are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. The Appraisal District has the responsibility for appraising property for all taxing units within El Paso County, including the District. Such appraisal values are subject to review and change by the El Paso County Appraisal Review Board (the "Appraisal Review Board").

#### **Property Subject to Taxation by the District**

General: Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes, and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District; however, no effort is expected to be made by the Appraisal District to include on a tax roll tangible or intangible personal property not devoted to commercial or industrial use. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; income producing tangible personal property or mineral interest with a taxable value of less than \$500; certain property used for the control of air, water or land pollution; solar and wind powered energy devices; certain non-profit cemeteries, farm products owned by the producer; and certain property owned by qualified charitable, religious, veterans, youth development, fraternal organizations, designated historical sites, travel trailers, and most individually owned automobiles. Goods, wares, ores and merchandise (other than oil, gas, or petroleum products) that are acquired in or imported into the state and forwarded out of state within 175 days thereafter are also exempt. Article VIII, Section 1-a of the Texas Constitution grants a \$3,000 homestead exemption for all homesteads taxed by counties for farm-to-market roads and flood control purposes. Property owned by a disabled veteran or by the spouse of certain children of a deceased disabled veteran or a veteran who died while on active duty is partially exempt to between \$5,000 and \$12,000 of assessed value depending upon the disability rating of the veteran. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse or a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. The surviving spouse of a member of the armed services who was killed in action is entitled to an exemption from taxation of the total appraised value of the surviving spouse's residence homestead where certain condition are met and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. Also partially exempt are residence homesteads of certain persons who are disabled or at least 65 years old, not less than \$3,000 of appraised value or such higher amount as the Board or the District's voters may approve. Subject to certain conditions, the surviving spouse of a person 65 or older is entitled to an exemption for the same property in an amount equal to that which the deceased spouse wad qualified. The District's tax assessor is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District's obligation to pay tax-supported debt incurred prior to adoption of the exemption by the District. The District's tax assessor/collector is authorized by statute to disregard such exemptions for the elderly and disabled if granting the exemptions would impair the District's obligation to pay tax supported debt incurred prior to adoption of the exemptions by the District. See "TAX DATA."

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) (not less than \$5,000) of the appraised value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted before July 1. The District has not adopted a general residential homestead exemption. See "TAX DATA."

Freeport Goods Exemption: Freeport goods are goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas and other petroleum products, which have been acquired or brought into the state for assembling, storing, manufacturing, repair, maintenance, processing or fabricating purposes, or used to repair or maintain aircraft of a certified air carrier, and shipped out of the state within one hundred seventy-five (175) days. Freeport goods are exempt from taxation by the District.

Goods-in-Transit Exemptions: A "Goods-in-Transit Exemption" may apply to certain tangible personal property that is acquired in or imported into Texas for assembling, storing, manufacturing or fabrication purposes which is destined to be forwarded to another location in Texas not later than 175 days after acquisition or importation, so long as the location where said goods are detained is not directly or indirectly owned by the owner of the goods. The District has not taken action to allow taxation of goods-in-transit, and accordingly, the exemption is available within the District. However, the District may determine in the future to take action to tax exempt goods-in-transit personal property. A taxpayer may not claim both a Freeport Goods Exemption and a Goods-in-Transit Exemption on the same property.

#### **Tax Abatement**

El Paso County may designate all or part of the area within the District as a reinvestment zone. Thereafter, El Paso County, Socorro Independent School District, the District, and, if the District is annexed and dissolved, the City of El Paso, at the option and discretion of each entity, may enter into tax abatement agreements with owners of property within the zone. Prior to entering into a tax abatement agreement, each entity must adopt guidelines and criteria for establishing tax abatement, which each entity will follow in granting tax abatement to owners of property. The tax abatement agreements may exempt from ad valorem taxation by each of the applicable taxing jurisdictions, including the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with the terms of the tax abatement. Each taxing jurisdiction has discretion to determine terms for its tax abatement agreements without regard to the terms approved by the other taxing jurisdictions.

#### **Valuation of Property for Taxation**

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Generally, assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code. In determining market value, either the replacement cost or the income or the market data method of valuation may be used, whichever is appropriate. Nevertheless, certain land may be appraised at less than market value under the Property Tax Code. Increases in the appraised value of residence homesteads are limited by the Texas Constitution to 10 percent annually regardless of the market value of the property.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its market value. Substantially all of the undeveloped land in the District is valued based on agricultural use. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit

to a purchaser who would continue the business. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three (3) years for agricultural use and taxes for the previous five (5) years for open space land and timberland.

The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraisal values. The plan must provide for appraisal of all real property in the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis. The District, however, at its expense has the right to obtain from the Appraisal District a current estimate of appraised values within the District or an estimate of any new property or improvements within the District. While such current estimate of appraised values may serve to indicate the rate and extent of growth of taxable values within the District, it cannot be used for establishing a tax rate within the District until such time as the Appraisal District chooses formally to include such values on its appraisal roll.

#### **District and Taxpayer Remedies**

Under certain circumstances taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

#### Rollback of Operation and Maintenance Tax Rate

During the 86th Regular Legislative Session, Senate Bill 2 ("SB 2") was passed and signed by the Governor, with an effective date (as to those provisions discussed herein) of January 1, 2020, and the provisions described herein are effective beginning with the 2020 tax year. See "SELECTED FINANCIAL INFORMATION" for a description of the District's current total tax rate. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below.

SB 2 classifies municipal utility districts differently based on their current operation and maintenance tax rate or on the percentage of projected build-out that a district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per \$100 of taxable value are classified herein as "Special Taxing Units." Districts that have financed, completed, and issued bonds to pay for all land, improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate pursuant to SB 2 is described for each classification below.

#### Special Taxing Units

Special Taxing Units that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Special Taxing Unit is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

#### Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence

homestead in the district in that year, subject to certain homestead exemptions, plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Special Taxing Unit and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Special Taxing Units.

#### Developing Districts

Districts that do not meet the classification of a Special Taxing Unit or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

#### The District

A determination as to a district's status as a Special Taxing Unit, Developed District or Developing District will be made by the Board of Directors on an annual basis. With respect to the District's 2021 tax rate, the District has been classified as a Developing District. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation.

#### Levy and Collection of Taxes

The District is responsible for the levy and, unless it elects to transfer such functions to another governmental entity, collection of its taxes. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board of Directors based upon: a) the valuation of property within the District as of the preceding January 1, and b) the amount required to be raised for debt service, maintenance purposes and authorized contractual obligations. Taxes are due October 1, or when billed, whichevercomes later, and become delinquent if not paid before February 1 of the year following the year in which imposed. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. For those taxes billed at a later date and that become delinquent on or after June 1, they will also incur an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. The delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code makes provisions for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances which, at the option of the District, may be rejected.

The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

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#### **District's Rights in the Event of Tax Delinquencies**

Taxes levied by the District are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State of Texas and each local taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of such other taxing units (see "ESTIMATED OVERLAPPING DEBT STATEMENT - Overlapping Tax Rates for 2021"). A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the cost of suit and sale, by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser's deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts. The District's ability to foreclose its tax lien or collect penalties or interest on delinquent taxes may be limited on property owned by a financial institution which is under receivership or conservatorship by the FDIC. See "RISK FACTORS – The Effect of FIRREA on Tax Collections of the District."

#### **GENERAL FUND OPERATIONS**

#### General

The Bonds are payable from the levy of an ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District. Neither revenues of the Master District's System Facilities nor surplus revenues, if any, of the District's general fund are pledged to the payment of the Bonds but are available for any lawful purpose including payment of debt service on the Bonds, at the discretion and upon action of the Board. It is not expected that significant net revenue, if any, will be available for payment of debt service on the Bonds.

#### **Contract Tax**

Under the Master District Contract, each Participant District has agreed to levy and collect the Contract Tax to make payments to the Master District for (i) the Participant District's pro rata share of any operating deficits incurred by the Master District and (ii) the debt service on any Master District Bonds, with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts. However, the Master District Contract contemplates that the Master District would not issue Master District Bonds for purposes of reimbursing the Developer for the initial construction of the Regional Facilities. Thus, for the foreseeable future, the District contemplates levying a Contract Tax only for its pro rata share of the operating deficits of the Master District. The District approved the following tax rates at its August board meeting, and levied such rates as final at its September 21, 2022 Board meeting: \$0.7500 per \$100 of Assessed Valuation for Tax Year 2022, as follows: \$0.2112 for debt service tax, \$0.2900 for contract tax and \$0.2488 for maintenance tax.

#### **District Operation and Maintenance Expense**

The Master District provides retail water and sanitary sewer service to all customers in the area within all eleven Participant Districts, including the District, but does not expect that the revenues collected by the Master District will generate surplus revenues for payment of debt service on the Bonds and such revenues are specifically not pledged to payment of the Bonds.

#### **Operating Statement**

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. Such summary is based upon information obtained from the District's audited financial statements and the District's bookkeeping records. Reference is made to such statements and records for further and more complete information.

Fiscal Year Ended September 30, 2021 2017 2020 2019 2018 Revenues: Water Service \$ 2,087,331 \$ 1,818,629 \$1,654,061 \$1,565,009 \$1,471,454 Wastewater Service 706,775 462,774 379,254 367,096 342,995 Basic Service 5,907,524 4,602,499 3,686,687 2,703,163 1,993,394 Service Penalties 100,079 95,007 155,293 122,675 100,925 Connection Fees 944,660 985,027 909,394 704,811 670,376 **Property Taxes** 93,086 79,454 81,551 55,734 79,046 Contract Taxes 58,685 50,091 45,872 21,300 51,447 Contract Taxes from Participant Districts 3,412,068 2,922,969 2,318,749 2,512,208 877,660 Interest on Temporary Investments 5,725 97,467 51,908 25,788 9,937 Total Revenues \$13,315,933 \$11,113,917 \$9,282,769 \$8,107,931 \$5,567,087 **Expenditures:** \$1,569,553 Water Purchased \$ 3,710,703 \$ 3,136,567 \$2,470,941 \$2,017,274 Wastewater Services 1,788,782 1,773,974 1,762,810 959,874 640,759 Solid Waste Disposal 1,645,680 1,393,038 968,654 1,160,642 808,830 Connection Fees 743,727 623,045 530,086 485,298 355,012 Disconnection Fees 107,310 46,165 37,645 27,238 21,212 1,447,322 Repairs and Maintenance 2,725,011 2,424,707 2,037,762 1,536,741 Legal Fees 169,687 137,242 64,650 43,698 39,043 **Engineering Fees** 166,756 158,283 100,906 183,480 62,861 Audit Fees 21,500 18,500 12,000 12,000 10,500 Accounting Fees 79,113 73,672 70,200 62,325 48,350 Consulting Fees 146,133 Management Fees 256,262 110,159 111,983 54,895 27,353 1,550 1,436 Tax Assessor/Collector 1,817 1,472 1,456 Director Salaries and Payroll Taxes 13,402 15,502 8,881 9,527 8,558 Insurance 1,597 1,585 1,585 1,602 3,567 Office Rent and Utilities 33,787 29,826 17,907 23,270 23,726 Printing and Postage 91,784 68,967 76,324 47,272 8,708 Legal Notices 1,040 1,898 840 720 720 Miscellaneous 10,137 28,508 9,230 9,615 13,296 Participant District Expenses 887,145 800,134 793,589 681,646 646,723 Capital Expenditures 58,650 788,867 257,006 461,352 Total Expenditures \$12,660,023 \$11,632,111 \$9,526,537 \$7,587,917 \$5,737,549 Change in Net Position 655,910 \$ (518,194) \$ (243,768) \$ 520,014 \$ (170,462)

1,445,140

\$ 2,101,050

Fund Balance/Net Position - Beginning

Fund Balance/Net Position - Ending

1,963,334

\$ 1,445,140

2,207,102

\$1,963,334

1,687,088

\$2,207,102

1,857,550

\$1,687,088

#### PRO-FORMA DEBT SERVICE REQUIREMENTS

Fiscal Year Ending,	Ou	tstanding Debt			The	Bonds (1)				Total Debt
30-Sep		Service	Principal Interest					Total		Service
2023	\$	426,250	\$	110,000	\$	72,496	\$	182,496	\$	608,746
2024		427,150		80,000		97,250		177,250		604,400
2025		432,950		80,000		93,250		173,250		606,200
2026		438,550		80,000		89,250		169,250		607,800
2027		443,950		75,000		85,250		160,250		604,200
2028		448,550		75,000		81,500		156,500		605,050
2029		447,925		80,000		77,750		157,750		605,675
2030		451,550		80,000		73,750		153,750		605,300
2031		459,925		75,000		69,750		144,750		604,675
2032		462,225		80,000		66,000		146,000		608,225
2033		464,250		80,000		62,000		142,000		606,250
2034		471,000		75,000		58,000		133,000		604,000
2035		471,550		80,000		54,250		134,250		605,800
2036		476,800		80,000		50,250		130,250		607,050
2037		476,600		85,000		46,250		131,250		607,850
2038		481,100		85,000		42,000		127,000		608,100
2039		485,150		85,000		37,750		122,750		607,900
2040		488,750		85,000		33,500		118,500		607,250
2041		491,900		85,000		29,250		114,250		606,150
2042		499,600		80,000		25,000		105,000		604,600
2043		501,700		85,000		21,000		106,000		607,700
2044		508,350		80,000		16,750		96,750		605,100
2045		509,400		85,000		12,750		97,750		607,150
2046		515,000		85,000		8,500		93,500		608,500
2047	-		-	85,000		4,250		89,250		89,250
Total	\$ 1	11,280,175	\$	2,055,000	\$ 1	,307,746	\$	3,362,746	\$ 1	4,642,921
Average Annual Debt Service (2023-2047)									. \$	585,717
Maximum Annual Debt Service (2023).									. \$	608,746

<sup>(1)</sup> Interest on the Bonds calculated at a rate of 5% per annum for purposes of illustration only. Preliminary, subject to change.

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#### **LEGAL MATTERS**

#### **Legal Proceedings**

Issuance of the Bonds is subject to the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the District. Issuance of the Bonds is also subject to the legal opinion of McCall, Parkhurst & Horton L.L.P. ("Bond Counsel"), based upon examination of a transcript of the proceedings incident to authorization and issuance of the Bonds, to the effect that the Bonds are valid and binding obligations of the District payable from the sources and enforceable in accordance with the terms and conditions described therein, except to the extent that the enforceability thereof may be affected by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity. Bond Counsel's legal opinion will also address the matters described below under "TAX EXEMPTION". Such opinions will express no opinion with respect to the sufficiency of the security for or the marketability of the Bonds. In connection with the issuance of the Bonds, Bond Counsel has been engaged by, and only represents, the District.

The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of Bonds actually issued, sold and delivered, and therefore, such fees are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Bond Counsel has reviewed the information appearing in this Official Statement under "THE BONDS," "THE DISTRICT – General" (excluding the last paragraph thereof), "MANAGEMENT – Bond Counsel," "TAX PROCEDURES," "LEGAL MATTERS – Legal Proceedings" (insofar as such section relates to the legal opinion of Bond Counsel), and "TAX EXEMPTION" (insofar as such section relates to the legal opinion of Bond Counsel)" and "CONTINUING DISCLOSURE OF INFORMATION" (except under the subheading "Compliance with Prior Undertakings") solely to determine if such information, insofar as it relates to matters of law, is true and correct, and whether such information fairly summarizes the provisions of the documents referred to therein. Bond Counsel has not, however, independently verified any of the factual information contained in this Official Statement nor has it conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon Bond Counsel's limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of any information contained herein.

#### No Material Adverse Change

The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the District from that set forth or contemplated in the Preliminary Official Statement as amended or supplemented through the date of sale.

#### **No-Litigation Certificate**

The District will furnish the Initial Purchaser a certificate, executed by both the President and Secretary of the Board, and dated as of the date of delivery of the Bonds, to the effect that no litigation of any nature is pending, or to its knowledge threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the levy, assessment and collection of ad valorem taxes to pay the interest or the principal of the Bonds; in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds; or affecting the validity of the Bonds or the title of the present officers of the District.

#### TAX EXEMPTION

#### **Opinion**

On the date of initial delivery of the Bonds, Bond Counsel will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Internal Revenue Code of 1986 (the "Code"). Except as stated above, Bond Counsel to the District will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See "APPENDIX B – Form of Bond Counsel's Opinion."

In rendering its opinion, Bond Counsel to the District will rely upon (a) the District's federal tax certificate and (b) covenants of the District with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. Failure of the District to comply with these representations or covenants could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel is conditioned on compliance by the District with the covenants and the requirements described in the preceding paragraph, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the District with respect to the Bonds or the facilities financed or refinanced with the proceeds of the Bonds. Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the representations of the District that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an audit is commenced, under current procedures the Internal Revenue Service is likely to treat the District as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

#### Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less theamount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

#### **Collateral Federal Income Tax Consequences**

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE Bonds.

Interest on the Bonds may be includable in certain corporation's "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount Bonds" to the extent such gain does not exceed the accrued market discount of such Bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

#### State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

#### **Information Reporting and Backup Withholding**

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of foreign investors, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

#### **Future and Proposed Legislation**

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

#### **Qualified Tax-Exempt Obligations for Financial Institutions**

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a "financial institution," on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer's taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a "financial institution" allocable to tax-exempt obligations, other than "private activity bonds," that are designated by a "qualified small issuer" as "qualified tax-exempt obligations." A "qualified small issuer" is any governmental issuer (together with any "on-behalf of" and "subordinate" issuers) who issues no more than \$10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term "financial institution" as any "bank" described in section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person's trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to "qualified tax-exempt obligations" provided by section 265(b) of the Code, section 291 of the Code provides that the allowable deduction to a "bank", as defined in section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase "qualified tax-exempt obligations" shall be reduced by twenty-percent (20%) as a "financial institution preference item."

The District expects to designate the Bonds as "qualified tax-exempt obligations" within the meaning of section 265(b) of the Code. In furtherance of that designation, the District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as "qualified tax-exempt obligations". Potential purchasers should be aware that if the issue price to the public exceeds \$10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of \$10,000,000 is disregarded; however the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the \$10,000,000 limitation and the Bonds would not be "qualified tax-exempt obligations."

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#### SALE AND DISTRIBUTION OF THE BONDS

#### Award of the Bonds

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was tendered by \_\_\_\_\_ (the "Initial Purchaser") bearing the interest rates shown on the cover page hereof, at a price of \_\_\_\_% of the principal amount thereof which resulted in a net effective interest rate of \_\_\_\_\_% as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended.

#### **Prices and Marketability**

The delivery of the Bonds is conditioned upon the receipt by the District of a certificate executed and delivered by the Initial Purchaser on or before the date of delivery of the Bonds stating the prices at which the Bonds have been offered for sale to the public. For this purpose, the term "public" shall not include any person who is a bond house, broker, or similar person acting in the capacity of initial purchaser or wholesaler. Otherwise, the District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Initial Purchaser.

The prices and other terms with respect to the offering and sale of the Bonds may be changed at any time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold, or traded in the secondary market. Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that any such secondary market would not be disrupted by events including, but not limited to, the current pandemic associated with the COVID-19 virus. See "RISK FACTORS – Infectious Disease Outbreak (COVID-19)."

#### **Securities Laws**

No registration statement relating to the offer and sale of the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

#### **Municipal Bond Ratings and Municipal Bond Insurance**

No application for a rating on the Bonds has been made.

Application has been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option and expense of the Initial Purchaser.

### PREPARATION OF OFFICIAL STATEMENT

#### **Sources and Compilation of Information**

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developer, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from certain other sources. All of these sources are believed to be reliable, but no guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and its inclusion herein is not to be construed as a representation on the part of the District except as described below under "Certification of Official Statement." Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

#### Financial Advisor

Hilltop Securities, Inc., ("HilltopSecurities") is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the Official Statement. In its capacity as Financial Advisor, HilltopSecurities has compiled and edited this Official Statement. In addition to compiling and editing, the Financial Advisor has obtained the information set forth herein under the caption indicated from the following sources:

"THE DISTRICT" – the Developer; TRE & Associates, LLC ("Engineer"), and records of the District ("Records"); "THE DEVELOPER" - Developer; "THE SYSTEM" - Engineer; "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED" - Records; "FINANCIAL STATEMENT" - District records; "ESTIMATED OVERLAPPING DEBT STATEMENT" - Municipal Advisory Council of Texas and Financial Advisor; "TAX DATA" - City of El Paso Tax Assessor/Collector; "MANAGEMENT" - District General Counsel; "PROFORMA DEBT SERVICE REQUIREMENTS" - Financial Advisor; "THE BONDS," "LEGAL MATTERS," and "TAX EXEMPTION" - McCall, Parkhurst & Horton L.L.P.

The Financial Advisor has provided the following sentence for inclusion in this official statement. The Financial Advisor has reviewed the information in this official statement in accordance with, and as part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

#### Consultants

In approving this Official Statement the District has relied upon the following consultants.

<u>Engineer</u>: The information contained in this Official Statement relating to engineering matters and to the description of the System and in particular that information included in the sections entitled "THE DISTRICT" and "THE SYSTEM" has been provided by TRE & Associates, LLC, Consulting Engineers, and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the assessed valuations has been provided by the El Paso Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in El Paso County, including the District.

<u>Tax Assessor/Collector</u>: The information contained in this Official Statement relating to the historical breakdown of the Assessed Valuations, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by the El Paso Central Appraisal District and the City of El Paso Tax Assessor/Collector and is included herein in reliance upon their respective authority as experts in assessing and collecting taxes.

<u>Auditor</u>: The District's financial statements for the fiscal year ending September 30, 2021 have been audited by West, Davis & Company, LLP. See "APPENDIX A" for a copy of the District's September 30, 2021, audited financial statements.

#### **Updating the Official Statement**

If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser, of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to so amend or supplement the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an additional period of time as required by law (but not more than 90 days after the date the District delivers the Bonds).

#### **Certification of Official Statement**

The District, acting through its Board of Directors in its official capacity, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements

herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District. In rendering such certificate, the official executing this certificate may state that he has relied in part on his examination of records of the District relating to matters within his own area of responsibility, and his discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants and representatives of the District.

#### Official Statement "Deemed Final"

For purposes of compliance with Rule 15c2-12, this document, as the same may be supplemental or corrected by the District from time-to-time, may be treated as an official statement with respect to the Bonds described herein "deemed final" by the District as of the date hereof (or of any such supplement or correction).

The Official Statement, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a "final official statement" of the District with respect to the Bonds as that term is defined in Rule 15c2-12.

#### CONTINUING DISCLOSURE OF INFORMATION

The District in the Bond Resolution made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District has agreed to provide or cause to be provided certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board ("MSRB") or to any successor to its functions as a repository through its Electronic Municipal Market Access ("EMMA") system.

#### **Annual Reports**

The District will provide certain financial information and operating data annually to the MSRB. The financial information and operating data which will be provided with respect to the District will be the District's audited financial statements and supplemental schedules as found in "APPENDIX A - District Audited Financial Statements For Fiscal Year Ended September 30, 2021." The District will update and provide this information within six months after the end of each of its fiscal years. The District will provide the updated information to the MSRB or any successor to its functions as a repository through the EMMA system. Any information concerning the District so provided shall be prepared in accordance with generally accepted auditing standards or other such principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited if the audit report is completed within the period during which it must be provided. If the audit report of the District is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six month period, and audited financial statements when the audit report becomes available.

The District's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

#### **Notice of Certain Events**

The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of Rule 15c2-12; (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For these purposes, any event described in clause (12) of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer of the District in a proceeding under the United States Bankruptcy Court or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court of governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

For the purposes of the events described in clauses (15) and (16) of the preceding paragraph, the term "Financial Obligation" is defined in the Bond Resolution to mean (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, and existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule. The Bond Resolution further provides that the District intends the words in such clauses (15) and (16) in the preceding paragraph and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 29, 2018.

The District will provide notice of the aforementioned events to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event). The District will also provide timely notice of any failure by the District to provide annual financial information in accordance with its agreement described above under "Annual Reports."

#### Availability of Information from MSRB

The District has agreed to provide the foregoing information only to the MSRB. The MSRB makes the information available to the public without charge through its EMMA internet portal at emma.msrb.org.

#### **Limitations and Amendments**

The District has agreed to update information and to provide notices of material events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if the agreement, as amended, would have permitted an initial purchaser to purchase or sell Bonds in the offering made hereby in compliance with Rule 15c2-12, taking into account any amendments or interpretations of Rule 15c2-12 to the date of such amendment, as well as such changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The District may also amend or repeal the agreement in the Bond Resolution if the SEC amends or repeals the applicable provisions of Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Initial Purchaser from lawfully purchasing the Bonds in the offering described herein.

If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

#### **Compliance with Prior Undertakings**

In 2022, the District entered into an agreement to provide annual financial information consisting of its audits and supplemental schedules pursuant to Section (d)(2) of Rule 15c2-12, beginning with such information for the fiscal year ended September 30, 2021. The District has complied in all material respects with such agreement.

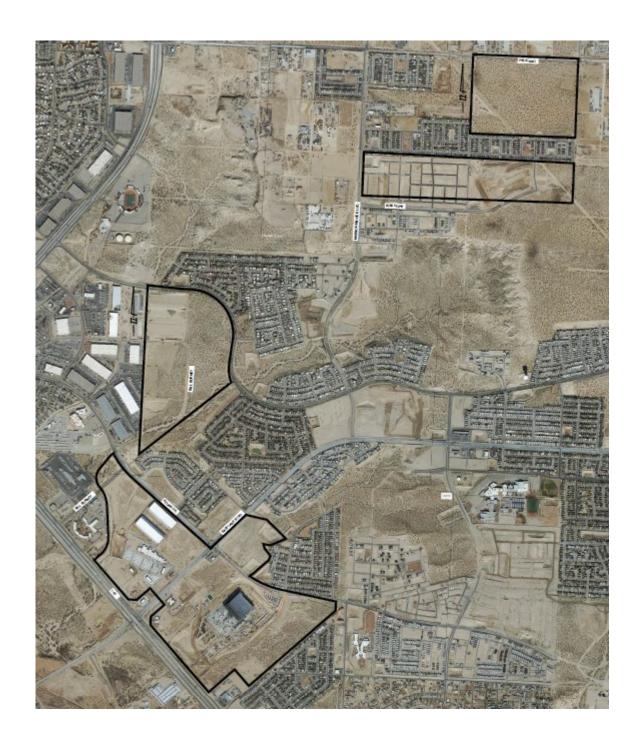
#### **MISCELLANEOUS**

All estimates, statements and assumptions in this Official Statement and the Appendix hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Official Statement was approved by the Board of Directors of the District, as of the date shown on the cover page.

	/s/ President, Board of Directors Paseo del Este Municipal Utility District No. 1
ATTEST:	
/ <sub>S</sub> /	
Secretary, Board of Directors Paseo del Este Municipal Utility District No. 1	

## **AERIAL PHOTOGRAPH** (Approximate boundaries)



### **PHOTOGRAPHS**

The following photographs were taken in the District on July 27, 2022, solely to illustrate the type of improvements which have been constructed in the District cannot predict if any additional improvements will be constructed in the future.













## APPENDIX A

District Audited Financial Statements for the fiscal year ended September 30, 2021

## APPENDIX B

## Form of Bond Counsel's Opinion



#### Contact:

#### Maria Fernanda Urbina

Managing Director

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**City Summary** 

Paseo del Este Municipal Utility District No. 1

## Introduction

- On December 2, 2002, the City of El Paso approved a resolution consenting to the creation of Paseo Del Este Municipal Utility Districts No. 1-9 in the City of El Paso's Extraterritorial Jurisdiction for the purpose of providing water and wastewater facilities for the land within those Districts.
- Paseo Del Este MUD No. 1, a political subdivision of the State of Texas, is located in El Paso County (the "District No. 1"), was created by division of Paseo del Este Municipal Utility District (the "Original District") pursuant to a division order adopted by the Original District on March 27, 2003, and operates pursuant to Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the "Act") and Chapters 49 and 54, Texas Water Code.
- The District serves as the "Master District" (in such capacity, the "Master District") pursuant to contract(s) (the "Master District Contract") entered into between the District (as Master District) and ten other districts in the Paseo del Este development in eastern El Paso County known as Paseo del Este Municipal Utility District Nos. 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 (those ten districts and the Master District being collectively referred to as the "Participant Districts" and individually as "Participant District No. —") with the Master District to coordinate the development of the water, sanitary sewer and drainage facilities to serve the area within all eleven Participant Districts.
- The District No. 1 presently contains approximately 777.502 acres of land located in the Southeast portion of El Paso County approximately 15 miles east of the central area of the City of El Paso, Texas. At ultimate development, the District is projected to serve 1,818 Equivalent Single-Family Connections.

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# Project Summary

- District No. 1, a political subdivision of the State of Texas, is located in El Paso County.
  - The District No. 1 received approval from the Texas Commission on Environmental Quality (the "TCEQ") for a bond application requesting approval for the issuance of \$2,055,000 in unlimited tax bonds to finance the District's share of costs for the Regional Master Utility District and water, wastewater and drainage facilities within the District No. 1.
  - Bonds will be payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District No. 1. The Bonds are obligations of the District and are <u>not</u> obligations of the State of Texas, El Paso County, the City of El Paso or any political subdivision or agency other than the District No. 1.
  - The District No. 1 has previously issued its \$7,945,000 Unlimited Tax Bonds, Series 2022, of which \$7,945,000 remains outstanding.
  - As of July 31, 2021, District No. 1 had a total of 311 connections and according to an El Paso Central Appraisal District certificate, has an estimated taxable assessed value of \$377,333,988.

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# Financing Summary

- District No. 1, a political subdivision of the State of Texas, is located in El Paso County.
  - Expected total annual debt service for the proposed bond of \$2,055,000 is approximately \$585,717 for the life of the District's debt.
  - The District's Overall Tax Rate should not exceed \$0.75/\$100 for Tax Year 2021.
  - Bonds will be payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District No. 1. The Bonds are obligations of the District and are <u>not</u> obligations of the State of Texas, El Paso County, the City of El Paso or any political subdivision or agency other than the District No. 1.

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