

**CITY OF EL PASO, TEXAS
REQUEST FOR COUNCIL ACTION (RCA)**

DEPARTMENT: Aviation
AGENDA DATE: February 27, 2007
CONTACT PERSON/PHONE: Patrick T. Abeln, A.A.E. – 780-4724
DISTRICT(S) AFFECTED: 3

CITY CLERK DEPT.
07 FEB 22 PM 2:40

SUBJECT:

That the City Manager be authorized to execute a Local Project Advance Funding Agreement (LPAFA) by and between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation. The scope of work for this LPAFA is described as a voluntary local government contribution with no match required for the Global Reach Extension and Inner Loop Projects. The City's contribution to these projects is TEN MILLION AND 00/100 DOLLARS (\$10,000,000.00) and a portion of the right-of-way located on City of El Paso property that is managed by the Department of Aviation that is within the Federal Aviation Administration's approved El Paso International Airport Layout Plan.

BACKGROUND / DISCUSSION:

The Inner Loop Roadway project is being designed and managed by the Texas Department of Transportation (TxDOT). This project consists of an urban expressway that will provide direct access to U.S. 54 (Patriot Freeway) from Loop 375. Loop 375 provides direct access to the border ports-of-entry. The construction of the Inner Loop will commence at the junction of U.S. 54 at Fred Wilson Avenue, progress eastward to Airport Road, parallel Founders Boulevard and Walter Jones Boulevard, cross EPIA and Ft. Bliss properties, and terminate at Loop 375. The project also includes the extension of Global Reach Drive to Walter Jones Boulevard/Inner Loop, an entrance to Biggs Field, and a second interchange located between Global Reach Drive and Loop 375.

The total cost of the Inner Loop Roadway project as described above is estimated at over \$200 million. EPIA's cash contribution of \$10 million is less than 5% of the entire project cost, yet the benefits that will be derived are multiple:

- The Inner Loop will allow for easier and quicker access from the U.S./Mexican border to our air cargo facilities, existing industrial parks, and future commercial and industrial development programmed off of Global Reach Drive via Loop 375. Linking our air cargo complex to Loop 375 has been a long-term goal, as depicted on our Airport Layout Plan (ALP); however, Airport funds alone are not sufficient to complete this concept in a timely fashion.
- As a result of the Base Realignment and Closure Act (BRAC), an estimated additional 20,000 plus active-duty personnel are expected to relocate to Fort Bliss and/or Biggs Air Field within the next four years. This net increase will be the largest net gain of active duty troop strength of any military installation in the United States. The interchange at the Inner Loop and Global Reach Drive will become a primary entrance to one of the nation's largest military installations. EPIA staff has included in our land use plan the phasing of commercial and industrial development along Global Reach Drive, which we believe will capitalize on this extraordinary expansion of Fort Bliss and Biggs Air Field. This entrance to the rapidly expanding military facility will add substantial value to all of the Airport land on Global Reach Drive, and will raise values as we move from industrial to commercial use of prime real estate.
- The Inner Loop will relieve cargo/commercial congestion on Airport Road, Airway Boulevard, and Montana Avenue – all roadways that are utilized by EPIA passengers for access to the Airport. It has also been a long-term goal of EPIA to separate cargo activity from passenger traffic.

EPIA has received permission from the FAA to utilize \$10 million of Airport Enterprise funds as a cash contribution to this project given its ability to strengthen EPIA's ability to be self-sustaining as required by Federal grant assurances. Included as part of this backup is a letter from the FAA dated January 5, 2006, providing concurrence with use of Airport funds to fund a portion of the Inner Loop Roadway project.

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PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Airport Enterprise Funds

BOARD / COMMISSION ACTION:

Airport Board is briefed on Capital Improvement Projects at every board meeting.

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

LEGAL: (if required) Ray Teese **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to execute a Local Project Advance Funding Agreement (LPAFA) by and between the City of El Paso ("City") and the State of Texas, acting by and through the Texas Department of Transportation. The scope of work for this LPAFA is described as a voluntary local government contribution with no match required for the Global Reach Extension and Inner Loop Projects. The City's contribution to these projects is TEN MILLION AND 00/100 DOLLARS (\$10,000,000.00) and a portion of the right-of-way located on City of El Paso property that is managed by the Department of Aviation that is within the Federal Aviation Administration's approved El Paso International Airport Layout Plan.

ADOPTED THIS 27TH DAY OF FEBRUARY 2007.

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:

Patrick T. Abeln, A.A.E.
Director of Aviation

CITY CLERK DEPT.
07 FEB 26 PM 2:56

CSJ # 0924-06-194, 0924-06-267
District # EL PASO
Code Chart 64 # 13400
Project: MG 2001 (534)

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

**LOCAL PROJECT ADVANCE FUNDING AGREEMENT FOR
VOLUNTARY LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the City of El Paso (El Paso International Airport), hereinafter called the Local Government.

WITNESSETH

WHEREAS, Texas Transportation Code, Chapter 201 and 222 authorizes the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Texas Government Code Chapter 791 and Texas Transportation Code §201.209 and Chapter 221, authorizes the State to contract with municipalities and political subdivisions; and,

WHEREAS, Texas Transportation Commission Minute Order Number 110266 authorizes the State to undertake and complete a highway improvement generally described as the construction of the Spur 601 (Inner Loop), a State Highway, main lanes and interchanges as well as the Global Reach, a city street, main lanes extension; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as providing \$10,000,000 in cash to be applied to cover all costs of the Global Reach extension, from George Perry to Walter Jones and the balance, if any, to be applied to the construction of Spur 601 (Inner Loop), where Global Reach and a portion of Spur 601 is hereinafter collectively called the "Project"; and,

WHEREAS, Transportation Code, §201.209 allows the State to enter into an interlocal agreement with a Local Government; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Time Period Covered. The period of this LPAFA is as stated in the MAFA, without exception.

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Article 2. Project Funding and Work Responsibilities. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

Article 3. Payment of Funds. The Local Government shall remit a check or warrant or wire transfer made payable to the "Texas Department of Transportation Trust Fund" within 15 days of the final execution of this agreement. The check or warrant or wire transfer shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project, in accordance with Attachment A.

Article 4. Right of Access. If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work upon execution of a Right of Entry Agreement.

Article 5. Adjustments Outside the Project Site. The Local Government will provide for all necessary right-of-way and utility adjustments needed for performance of the work on Global Reach which may not be owned or to be acquired by the State.

Article 6. Responsibilities of the Parties. Responsibilities of the Parties will be under the conditions as provided for in the MAFA, without exception.

Article 7. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local entity creates the documents with its own forces or by hiring a consultant or professional provider.

Article 8. Inspection and Conduct of Work. Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated herein by reference, or special specifications approved by the State.

Article 9. Increased Costs. Increased cost will be the responsibility of the State as this is a fixed price agreement.

Article 10. Maintenance. Project Maintenance will be under the conditions as provided for in the MAFA, without exception.

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Article 11. Termination. Termination of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Article 12 Notices. Notices of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Local Government: City Clerk
2 Civic Center Plaza
El Paso, Texas 79901

Director of Aviation
6701 Convair Road
El Paso, Texas 79925

Article 13. Sole Agreement. Sole Agreement of this LPAFA shall be under the conditions as stated in the MAFA, without exception.

Article 14. Successors and Assigns. The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

Article 15. Amendments. Amendments to this LPAFA shall be made as described in the MAFA, without exception.

Article 16. Incorporation of Master Agreement Provisions. This LPAFA incorporates all relevant provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein. Any conflict between the terms of the MAFA and this LPAFA shall be governed and controlled by this LPAFA.

Article 17. State Auditor. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Not Applicable.

Article 18. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Article 19. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
Charles H. Berry Jr., P.E., District Engineer

Date _____

THE LOCAL GOVERNMENT

By: _____
Joyce Wilson, City Manager

Date: _____

APPROVED AS TO CONTENT:

Patrick T. Abeln, A.A.E.
Director of Aviation

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

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Attachment A

Payment Provision and Work Responsibilities

The City will pay for the construction costs of the Global Reach extension from George Perry to Walter Jones, which will provide the needed connection to the State's Spur 601 facility. The City's participation is 100% of the cost of this particular improvement. The City's estimated cost of this work is \$6,000,000, including construction items, and engineering and contingencies. The City will provide a check or warrant or wire transfer for exactly \$10,000,000. It is estimated that approx. \$4,000,000, as a voluntary contribution, will be used for the construction of State Spur 601 (Inner Loop). The exact amount of the voluntary contribution will be the difference between the \$10,000,000 and the actual cost of the Global Reach extension. The State will have oversight of this work which requires the contractor to supervise, inspect and perform all testing for this construction project. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Construction of Global Reach extension	\$5,000,000	0%	\$0.00	0%	\$0.00	100%	\$5,000,000
Construction of Spur 601 (Inner Loop)	\$4,000,000	0%	\$0.00	0%	\$0.00	100%	\$4,000,000
Subtotal	\$9,000,000		\$0.00		\$0.00		\$9,000,000
Direct State Costs (including plan review, inspection and oversight)	\$1,000,000	0%	\$0.00	0%	\$0.00	100%	\$1,000,000
Indirect State Costs (no local participation required except for service projects)	\$0.00	0%	\$0.00	0%	\$0.00	100%	\$0.00
TOTAL	\$10,000,000		\$0.00		\$0.00		\$10,000,000

This is a fixed price agreement.

City's Participation (100%) = \$10,000,000



U.S. Department
of Transportation
**Federal Aviation
Administration**

Southwest Region
Arkansas, Louisiana,
New Mexico, Oklahoma,
Texas

Fort Worth, Texas 76193-0000

January 5, 2006

Mr. Patrick T. Abeln, A.A.E.
Director of Aviation
El Paso International Airport
6701 Convair Road
El Paso, TX 79925

Dear Mr. Abeln:

This will respond to your letter dated December 7, 2005, regarding the proposed Inner Loop Roadway project and the intent to contribute \$10 million from the airport fund towards the construction of this project. A portion of the Inner Loop Roadway will be located on the El Paso International Airport as shown the the approved El Paso International Airport Layout Plan.

Inner Loop Roadway will enhance access from the U.S./Mexican border to the air cargo facilities, existing industrial parks, and future commercial and industrial development in the Global Reach Drive area through Loop 375. It will also link the air cargo complex to Loop 375 allowing the airport to meet a long-term goal which was not possible over the short term because of the lack of airport funds.

The Inner Loop will relieve cargo/commercial congestion on Airport Road, Airway Boulevard, and Montana Avenue. These roads are used by airport passengers for access to the airport.

The Inner Loop Roadway proposal appears to strengthen El Paso International Airport's ability to be self-sustaining as required by Special Condition No. 24 of the Federal grant assurances. Taking into account the above considerations, we concur with the use of airport funds to fund a portion of the Inner Loop Roadway.

Sincerely,

J. Michael Nicely
Manager, Texas Airports
Development Office

