

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

DEPARTMENT: Financial Services
AGENDA DATE: September 16, 2008
CONTACT PERSONS/PHONE: William F. Studer
DISTRICT(S) AFFECTED: ALL DISTRICTS

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.

Request that the City Manager be authorized to sign the First Amendment to the contract with First Southwest Company to add Financial Analysis Services on an as needed basis in an amount not to exceed \$80,000 to establish a Transportation Reinvestment Zone. [Financial and Administrative Services, William F. Studer, Jr. (915) 541-4215]

BACKGROUND / DISCUSSION:

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

The City of El Paso has approved the 2008 Comprehensive Mobility Plan which includes the following projects to be funded with a combination of federal and state and TRZ revenues. In order to implement the Mobility Plan, the City needs to establish a Transportation Reinvestment Zones (TRZ) pursuant to state statute to establish an incremental tax revenue stream that is adequate to support the proposed bonds to be issued for the projects in the Mobility Plan. The City may issue bonds to cover right-of-way acquisition, design and project development costs and other administrative costs associated with the creation of the TRZ.

On an as needed basis, First Southwest will perform economic analyses to evaluate the impact of the proposed transportation projects on abutting property values, determine how creation of TRZ(s) cultivates development in the proposed zoned and assist the City in determining the boundaries and creating the TRZ.

PRIOR COUNCIL ACTION:

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

Yes, Council approved the 2008 Mobility Plan on August 19, 2008.

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?

Project # PCP06ST022
Department ID 99331117
Fund # 27263 2006 Certificates of Obligation
Account # 508027
Class # 31000

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) 

FINANCE: _____

DEPARTMENT HEAD: _____

APPROVED FOR AGENDA:
CITY MANAGER: 

DATE: _____

CITY CLERK DEPT.
08 SEP 11 PM 3:44

RESOLUTION

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

That the City Manager be authorized to sign the First Amendment to the contract with First Southwest Company to add Financial Analysis Services on an as needed basis in an amount not to exceed \$80,000 to establish a Transportation Reinvestment Zone.

PASSED AND APPROVED this 16th day of September, 2008.

CITY OF EL PASO

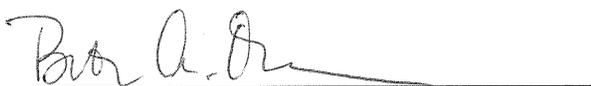
John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONENT:



Bertha A. Ontiveros
Assistant City Attorney



William F. Studer, Jr., Deputy City Manager
Financial Services

CITY CLERK DEPT.
08 SEP 11 PM 4:16

Attachment "B". City shall make payment for such TRZ Services at the rates established by Consultant within Attachment "B". City Travel expenses will be billed at cost to the City, provided that the City Manager or her designee gives prior approval of the travel and the total amount of travel expenses does not exceed Twenty-five Thousand Dollars and No/100 (\$25,000.00).

3. **Time of Performance.** Performance of the TRZ Services will be made only upon authorization by the City whose Notice to Proceed ("NTP") will be issued upon receipt of a fully executed original of this Agreement. Thereafter, all TRZ Services shall be coordinated, reviewed, and approved by personnel of the City's Engineering Department, and the Company shall complete said services in compliance with this Agreement. The term of this Agreement shall commence on the date the NTP is issued and expire at such time as the services contemplated in the NTP.

4. **Subcontractors.** The Company shall be as fully responsible to the City for the acts and omissions of any subcontractor(s), if any, and of persons either directly or indirectly employed by the subcontractor(s), as the Company is for the acts and omissions of persons directly employed by the Company.
 - a. The Company shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Company by the terms of the this Amendment and the Agreement insofar as applicable to the work of subcontractor(s). The Company shall require each of his/her subcontractors to procure and to maintain during the life of his/her subcontract, Subcontractor's Commercial General Liability, Vehicle Liability Insurance and Professional Liability Insurance as the City shall require.
 - b. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.
 - c. The City shall have no responsibility to any subcontractor employed by the Company for performance of TRZ Services contemplated by this Amendment, but said subcontractors will look exclusively to the Consultant for any payments due subcontractors.
 - d. The Company shall provide to the City prior to the issuance of the City's Notice to Proceed the information regarding the proposed subcontractor sufficient as requested by the City. Prior to performing any work under this Attachment, any person, firm, or other party to whom it is proposed to award a subcontract must be acceptable to the City.
 - e. In the event that any of the provisions of this contract are violated by the Company, or by any of his/her subcontractors, the City may serve written notice to contain the reasons for such intention to terminate the contract, and unless within ten (10) work days after the serving of such notice upon the Consultant, such violation or delay shall cease and satisfactory arrangement of correction be

made, the contract shall, upon the expiration of said ten (10) work days, cease and terminate. The City shall have the right to immediately terminate this Amendment for default if the Company violates any local, state, or federal laws, rules or regulations that relate to the performance of the services in this Amendment.

5. **Terms and Conditions.**

All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Joyce Wilson
City Manager

FIRST SOUTHWEST COMPANY

Name: _____
Title: _____

APPROVED AS TO FORM:

Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:

William F. Studer, Jr., Assistant City Manager
Financial and Administrative Services

EXHIBIT "A"

SCOPE OF WORK FOR THE IMPLEMENTATION OF TRANSPORTATION REINVESTMENT ZONES IN SUPPORT OF THE 2008 COMPREHENSIVE MOBILITY PLAN

The City of El Paso will be establishing Transportation Reinvestment Zones (TRZ) pursuant to state statute to establish an incremental tax revenue stream that is adequate to support the proposed bonds to be issued for the projects identified in the *2008 Comprehensive Mobility Plan*. The City may request an economic analysis to evaluate the impact of the proposed transportation projects on abutting property values and determine how creation of TRZ(s) cultivates development in the proposed zone. In addition to the construction costs, the City may issue bonds to cover right-of-way acquisition, design and project development costs and other administrative costs associated with the creation of the zone.

On an as needed basis and upon the issuance of a Notice to Proceed by City, the Company will provide economic impact analyses regarding the proposed TRZ's including, but not limited to, determine boundaries for the zones that provide the necessary growth to support the bonds, conduct public outreach regarding the proposed TRZ's, prepare a report that details the impact of the transportation projects and how they cultivate development in the impacted area for each of the proposed zones, attend public meetings where the proposed zones are being discussed or any other related services as requested by the City.

Economic Impact Analyses

The City of El Paso has approved the *2008 Comprehensive Mobility Plan* which includes the following projects to be funded with a combination of federal and state and TRZ revenues:

Project	Project Description	Construction Year	Estimated TRZ Funding	Total Project Construction Cost
Loop 375 (Woodrow Bean Transmountain Northeast	Construct 4 main lanes from Dyer to US 54	2010	\$8,000,000	\$60,000,000
Loop 375 at FM 659	Interchange improvements including 2 connectors	2011	\$7,000,000	\$24,000,000
I-10 @ Loop 375	Build 2 connectors out of the 8 planned connectors	2011	\$50,000,000	\$82,000,000
I-10 Aesthetic Enhancements	I-20 from Loop 375 (Transmountain) to	2010	\$5,000,000	\$10,000,000

	Loop 375 (Americas/Joe Battle)			
Totals			\$70,000,000	\$176,000,000

Reports

The Consultant may be requested by the City to provide one or more reports that details research methods, projected property valuation increases, projected land use consistent with the City's Plan for El Paso and estimated duration of the zone(s) along with the projected development.

EXHIBIT "B"

SCHEDULE OF COMPENSATION

The total compensation to be paid for the TRZ Services shall not exceed \$80,000.00 unless the parties shall amend the Contract to increase the total amount of compensation for these services.

The City understands that the Company intends to subcontract with TxP (aka Texas Perspectives).

Payment for the TRZ Services shall be made on a time and material basis. The hourly rates which will be billed for the Services are:

Jon Hockenyos \$185.00

Travis James \$160.00

If the services of any other personnel are required, the City shall review and approve the hourly rates to be billed for such services based on the expertise and level of experience of such personnel and the reasonable cost thereof.

In addition, any travel expenses approved by the City and incurred in the performance of the TRZ Services will be billed at cost to the City. The amount of travel expenses that the City agrees to reimburse shall not exceed \$25,000.00.