Renard U. Johnson
Mayor

Dionne Mack
City Manager

CITY COUNCIL
Alejandra Chávez, District 1
Josh Acevedo, District 2
Deanna Maldonado-Rocha, District 3
Cynthia Boyar Trejo, District 4
Ivan Niño, District 5
Art Fierro, District 6
Lily Limón, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

December 16, 2025
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 879-390-30#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on December 16, 2025 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

Attention: The Council will take a lunch break at approximately 12:30 p.m. - 1:00 p.m. unless otherwise decided by the Council.

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 Conference ID: 879-390-30#

The public may sign up to speak on items on this agenda before the 9:00 AM deadline on the meeting day at the following links:

For Call to the Public:

https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397

To Speak on Agenda Items:

https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb

9:00 A.M. PLEDGE OF ALLEGIANCE

Imperial Border Squad/Desert Inferno Squad at the Invitation of City Representative Deanna Maldonado Rocha

Greg Trujillo

Jaime Villalva

MAYOR'S PROCLAMATIONS

Sun Bowl Association Annual Tony the Tiger Sun Bowl Football Game

Desert Inferno/Imperial Border Squad Day

Judy Marie Remo Day

La Tapatia 75 Year Anniversary

10:00 A.M. ROLL CALL

A QUORUM OF THE CITY COUNCIL MUST BE PRESENT AT THIS TIME

INVOCATION BY THE EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

Public comment on agenda items will begin at 10:00 a.m. Request to speak must be received by 9:00 a.m. on the day of the meeting.

Members of the public may choose to comment at 10:00 a.m. or at the time the item is heard, but not both.

CALL TO THE PUBLIC (CITY RELATED NON-AGENDA ITEMS)

Call to the Public will begin at 10:00 a.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.

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:

1. Approval of the Minutes of the Regular City Council Meeting of December 2, 2025, the Work Session of November 17, 2025, and the Work Session of December 1, 2025. **25-1454**

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 **25-103**

CONSENT AGENDA - RESOLUTIONS:

3. That the City Council hereby authorizes the City Manager to execute the Temporary Construction License between the City of El Paso and the State of Texas ("TXDOT") for TXDOT's use and reconstruction of a portion of the City of El Paso's right-of-way immediately adjacent to property owned by the State of Texas, as part of State Highway 178 (Artcraft Road) road widening project. **25-1440**

District 1
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

4. That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A). **25-1428**

Districts 1, 2, 3, 6, 7, 8
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

5. A Resolution that the City Manager, or designee, be authorized to take all necessary actions to dissolve the El Paso Public Improvement District No. 1 (Thunder Canyon/District). **25-1460**

All Districts
Office of the Comptroller, Margarita Marin, (915) 212-1174

6. A Resolution that the City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property owned by the City of El Paso within the municipal limits of the City, said easement more particularly described as: **25-1444**

A Portion of Lot 1, Municipal Center Subdivision, An Addition to the City of El Paso, El Paso County, Texas, as recorded in Volume 24, Page 16, Plat Records of El Paso County, Texas.

District 7
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

7. Christopher Olivares to the Museums and Cultural Affairs Advisory Board by Mayor Renard U. Johnson. **25-1468**

Members of the City Council, Mayor Renard U. Johnson, (915) 212-1021

CONSENT AGENDA - BOARD APPOINTMENTS:

8. Louis Sokol to the Bond Overview Advisory Committee by Representative Chris Canales, District 8. **25-1449**

Members of the City Council, Representative Chris Canales, (915) 212-0008

9. Alfonso Jurado Jr. to the Fair Housing Task Force by Representative Deanna Maldonado-Rocha, District 3. **25-1471**

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

10. Joseph Gaskins to the City Accessibility Advisory Committee by Representative Lily Limón, District 7. **26-0005**

Members of the City Council, Representative Lily Limón, (915) 212-0007

11. Kim Reagan to the City Plan Commission by Representative Lily Limón, District 7. **26-0006**

Members of the City Council, Representative Lily Limón, (915) 212-0007

12. Noemi Herrera Rojas as a Regular Member to the Fair Housing Task Force by Representative Lily Limón, District 7. **26-0035**

Members of the City Council, Representative Lily Limón, (915) 212-0007

13. Howard Goldberg to the Public Service Board Selection Committee by Representative Alejandra Chávez, District 1. **26-0036**

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

14. Paul Andrew de la Peña to the Capital Improvements Advisory Board by Representative Chris Canales, District 8. **26-0037**

Members of the City Council, Representative Chris Canales, (915) 212-0008

15. Jakob M. Reynolds to the Public Service Board Selection Committee by Representative Chris Canales, District 8. **26-0038**

Members of the City Council, Representative Chris Canales, (915) 212-0008

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

16. 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 overpayment exceeding the three (3) year limit. (See Attachment B). **25-1451**

All Districts
Tax Office, Maria O. Pasillas, (915) 212-0106

CONSENT AGENDA - NOTICE FOR NOTATION:

17. For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of October 21, 2025 - November 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. **25-1452**

All Districts
City Manager's Office, Sasho Andonoski, (915) 212-1092

18. For notation only - bids and proposals rejected administratively by the Purchasing Director. The reporting period covers from February 19, 2025 to December 5, 2025. **25-1457**

1. 2025-0035 Washing of Heavy - Duty Vehicles (Re-Bid) - Streets and Maintenance
2. 2026-0078 Shop Towels - Streets and Maintenance
3. 2025-0386R Union Plaza Redevelopment - Economic Development

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

CONSENT AGENDA - REQUEST FOR PROPOSAL:

19. The award of Solicitation 2025-0031R Real Estate Appraisal Services - Airport to the following suppliers: 1) CBRE, Inc., 2) Steve R. Gragg dba Gragg Risk Management, LLC, 3) Lowery Property Advisors, LLC and 4) Wilkinson, Pendergras & Associates, LP, for a total estimated amount of $500,000.00. This contract will implement on-call professional appraisal services to assist the El Paso International Airport department with expediting and completing tasks for real estate transactions. **25-1455**

Contract Variance:
N/A

Department:	El Paso International Airport
Award to Supplier 1:	CBRE, Inc.
City & State:	Atlanta, GA

Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00

Award to Supplier 2:	Steve R. Gragg dba Gragg Risk Management, LLC
City & State:	El Paso, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00

Award to Supplier 3:	Lowery Property Advisors, LLC
City & State:	Irving, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00

Award to Supplier 4:	Wilkinson, Pendergras & Associates, LP
City & State:	El Paso, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00

Initial Term:	3 Years
Option Terms:	2 Two (1) Year Options
Total Contract Time:	5 Years

Total Annual Estimated Award:	$100,000.00
Total Initial Term Estimated Award:	$300,000.00
Total Option Term Estimated Award:	$200,000.00
Total Estimated Award:	$500,000.00
Account(s)	562-3000-62030-521020-P6202
Funding Source(s):	Airport Enterprise
District(s):	3

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to 1) CBRE, Inc., 2) Steve R. Gragg dba Gragg Risk Management, LLC, 3) Lowery Property Advisors, LLC and 4) Wilkinson, Pendergras & Associates, LP the highest ranked offerors based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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 or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

District 3
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Airport, Tony Nevarez, (915) 474-2424

CONSENT AGENDA - BIDS:

20. The award of Solicitation 2026-0060 Vehicle Washing to Sun City Eco Wash LLC, for a three (3) year term for an estimated amount of $550,800.00. This contract will provide vehicle washing services for the fleet of the City of El Paso Police Department. **25-1446**

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $352,800.00 which represents a 178.18% increase due to additional quantities, services and price increases.

Department:	Police
Award to:	Sun City Eco Wash LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$183,600.00
Initial Term Estimated Award:	$550,800.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$550,800.00
Account(s):	321-1000-21050-522280
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement.

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to Sun City Eco Wash LLC, the lowest responsive, responsible bidder.

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

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Police, Chief Peter Pacillas, (915) 212-4305

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 10:00 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.

21. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Jesus Martin Lara and Lorena Villar, for the purchase price of $16,080.00; such real property municipally known and numbered as 212 Dolan Street, El Paso, Texas. **25-1438**

District 2
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

PUBLIC HEARING WILL BE HELD ON JANUARY 6, 2026

22. An Ordinance granting special permit No. PZST25-00008, to allow for infill development with reduction to the side street setback and a 60% parking reduction on the property described as Lots 11, 12, 13 and 14, Block 104, Campbell's Addition, 600 South Stanton Street, City of El Paso, El Paso County, Texas, pursuant to section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in chapter 20.24 of the El Paso City Code. **25-1437**

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: 600 South Stanton Street
Applicant: Alicia Coronel and Luis Carlos Coronel, PZST25-00008

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON JANUARY 6, 2026

23. An Ordinance amending Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code), Article X (Other Exemptions), Section 18.18.376 (City-owned Facilities), to add an exemption related to the Sun City Lights Program associated projects; the penalty is as provided for in Section 18.18.400 of the El Paso City Code. **25-1445**

District 2, 6, & 7
Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

PUBLIC HEARING WILL BE HELD ON JANUARY 6, 2026

24. An Ordinance changing the zoning of a portion of Lot 35, Block 54, Vista Hills Subdivision Unit Eleven, City of El Paso, El Paso County, Texas from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1459**

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: 1991 Saul Kleinfeld
Applicant: Simpatico East Property LLC, PZRZ25-00021

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alejandra Gonzalez, (915) 212-1506

PUBLIC HEARING WILL BE HELD ON JANUARY 6, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

25. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Buyer, for the purchase price of $152,000.00; such real property legally described as Tract 17-B-2-A-5, Block 12, Ysleta Grant, in the City of El Paso, El Paso County, Texas according to the resurvey of Ysleta Grant made for tax purposes, and numbered as 12 Ysleta TR 17-B-2-A-5, El Paso, Texas 79907. **25-1412**

District 7
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

26. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Cortez Wholesale Inc., for the purchase price of $165,000; such real property legally described as Alameda & Piedras-PID 212380. **25-1413**

District 8
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

27. An Ordinance granting Special Permit No. PZST25-00009, to allow for infill development with reduction to average lot width and side yard setback on the property described as Lot 5, Block 37, Magoffin Addition, 911 Tays Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1363**

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: 911 Tays Street
Applicant: Luis Herrera, PZST25-00009

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Blanca Perez, (915) 212-1561

28. An Ordinance changing the zoning of the property described as Lot 7 and Lot 8, Block 10, Eastwood Section 1, 7804 and 7808 Bois D' Arc Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a medical office as permitted in the S-D (Special Development) zone district. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1370**

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: 7804 and 7808 Bois D' Arc Drive
Applicant: Adaeze A. Onuoha, PZRZ24-00026

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

29. An Ordinance changing the zoning of a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas from C-1 (Commercial) to C-2 (Commercial) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1373**

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: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZRZ25-00009

District 5
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

30. An Ordinance granting Special Permit No. PZST25-00004, to allow for a ballroom on the property described as a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas pursuant to Section 20.04.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **25-1374**

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: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZST25-00004

District 5
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

31. An Ordinance Vacating a portion of Resler Drive Right-of-Way located on a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, El Paso County, Texas. **25-1414**

Subject Property: South of Paseo Del Norte Rd. and West of Resler Dr.
Applicant: Jacob Harris, Plexxar Unit #1 LLC. SURW25-00011

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alex Alejandre, (915) 212-1642

32. An Ordinance granting a Special Privilege License to Comanche EP LLC to permit the existing aerial encroachment of a balcony, the surface encroachment of (2) two sets of stairs and a backflow water preventer, and the subsurface encroachment of a basement, all within a portion of City Right-of-way at 312 E. Overland Avenue, El Paso, Texas; setting the license term for ten years (10) with one (1) renewable ten (10) year term. **25-1415**

Subject Property: 312 E. Overland Avenue
Applicant: Comanche EP LLC PSPN25-00002

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

33. An Ordinance amending the 2025 Proposed Thoroughfare System, as incorporated into Plan El Paso, to delete the proposed collector extension of Ninth Street that runs between La Mesa Street and Vinton Avenue; to delete the proposed collector connection between Suncrest Drive and Vin Rambla Drive; and to connect collectors Suncrest Drive and Vin Morella Way to 1-10. **25-1430**

Extraterritorial Jurisdiction and District 8
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

34. Discussion and action on a Resolution authorizing the expenditure of District 3 discretionary funds in an amount not to exceed $5,000.00, to support current and future programming for youth, seniors, and athletic activities; initiatives; events; community meetings; and other events in District 3 serves the municipal purpose of fostering a positive community atmosphere, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents; and That discretionary funds be used for the purchase of items, including but not limited to water, refreshments, snacks, prizes, and **26-0003**

recognition or award items, for events that may be held at various community locations, including but not limited to District 3 parks, libraries, city facilities; and Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

District 3
Members of the City Council, Representative Deanna Maldonado Rocha, (915) 212-0003

35. Discussion and action on a Resolution to authorize the expenditure of District 2 discretionary funds in an amount not to exceed $2,500.00, for the execution, promotion, and programming of District 2 holiday events including, but not limited to, the Five Points Holiday Party, as well as for food at senior centers and other holiday events within District 2, which serves the municipal purpose of enhancing the quality of life for El Paso residents and fosters community pride and encourages civic engagement. **26-0008**

District 2
Members of the City Council, Representative Josh Acevedo, (915) 212-0002

36. Discussion and action on a Resolution to rename Fortaleza Park (14800 Tierra Fortaleza Ave., El Paso, TX 79938) to Trotter Memorial Park in memory of Sebastian Rowan Trotter and Charlotte Emery Trotter. **26-0015**

District 5
Members of the City Council, Representative Ivan Niño, (915) 212-0005

37. Discussion and action to approve a Resolution that the City Council authorizes the expenditure of District 8 discretionary funds in an amount not to exceed ONE THOUSAND NINE HUNDRED DOLLARS ($1,900.00) to be used towards December community events hosted by District 8 including “Tamales with Canales” and “Segundo Barrio Holiday Luncheon. **26-0019**

District 8
Members of the City Council, Representative Chris Canales, (915) 212-0008

38. Discussion and action to direct El Paso Water Utilities to schedule and conduct 8 city council district community meetings regarding the proposed budget and rate increase. These meetings should be held between now and January 13, 2026 to ensure adequate public outreach and input prior to budget adoption on January 14, 2026. **26-0039**

The purpose of these community meetings is to:

- Provide residents with clear information on the proposed budget and any associated rate adjustments
- Offer the public an opportunity for questions and feedback
- Ensure transparency and community engagement in the budget development process

Further, City Manager is directed to coordinate with El Paso Water to finalize meeting dates, locations, and communication plans to ensure broad community awareness.

All Districts
Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003
Members of the City Council, Representative Josh Acevedo, (915) 212-0002

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

39. Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0059 Postal Services to US Postal Service for a three (3) year term for an estimated amount of $650,000.00. This contract will allow the Tax Office to have a three-year contract to provide the tax bills to residents in a timely manner each year. **25-1442**

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $300,000.00 for the initial term, which represents a 85.71% increase due to price increases for postal services.

Department:	Tax Office
Award to:	US Postal Service
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$216,666.67
Initial Term Estimated Award:	$650,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$650,000.00
Account(s):	206-3700-19040-540030
Funding Source(s):	Tax Office Enterprise Fund
District(s):	All

This is a Non-Competitive Award - service contract.

Non-Competitive Procurement under Local Government General Exemption: Section 252.022: (7) a procurement of items that are available from only one source, (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. The US Postal Service is a permanent fixture of the Federal Government in order to comply with the requirements under the Texas Property Tax Code, Sec. 31.01. Tax Bills.

The Purchasing & Strategic Sourcing and Tax Office Departments recommend award as indicated to The US Postal Service, under the exemption listed above.

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.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Tax Office, Maria O. Pasillas, (915) 212-1737

40. Discussion and action on Agreement No. 2022-0400 CopLogic - Online Reporting Software, with LexisNexis CopLogic Solutions, Inc. d/b/a LexisNexis Risk Solutions, to continue to provide citizen online reporting system that creates and submits police incident report posted in to the existing Police Department's records management system, each fiscal year as governed by City Council's approval of the annual City budget. **25-1465**

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Information Technology, Carolyn Patrick, (915) 212-1408

41. Discussion and action on the award of Solicitation 2025-0452 to Traffic Logix Corporation for an initial term of three (3) year(s) for an estimated amount of $972,000.00. The award also includes a two (2) year option for an estimated amount of $648,000.00. The total contract time is for five (5) years for a total estimated amount of $1,620,000.00. This contract will allow Streets and Maintenance to purchase speed cushions to slow traffic down to the 15-25 mph range. **25-1441**

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $651,625.00 for the initial term, which represents a 67.29% increase due to an increase in quantities and additional section panels for speed cushions added to the scope of work.

Department:	Streets and Maintenance
Award to:	Traffic Logix Corporation
City & State:	Spring Valley, NY
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$324,000.00
Initial Term Estimated Award:	$972,000.00
Option Term Estimated Award:	$648,000.00
Total Estimated Award:	$1,620,000.00
Account(s):	522270-532-1000-32020-P3250
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Traffic Logix Corporation the lowest responsive and responsible bidder.

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

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) 212-0043
Streets & Maintenance, Randy Garcia, (915) 212-7005

42. Discussion and action on the award of Solicitation 2025-0396 Citywide Street Resurfacing 2025 - 2027 to ZTEX Construction, Inc. for a term of seven hundred thirty (730) consecutive calendar days for an estimated amount of $17,557,570.00. This project will consist of milling and paving of various asphalt streets throughout the City of El Paso right-of-way. **25-1443**

Department:	Streets and Maintenance
Award to:	ZTEX Construction, Inc.
City & State:	El Paso, TX
Items:	All
Total Contract Time:	730 Consecutive Calendar Days
Total Estimated Award:	$17,557,570.00
Accounts:	532-2560-32120-522270-P22STYR3RES
	532-2560-32120-522270-P23STYR4RES
	532-4825-29110-522270-PCP25RESBOND03
	532-2560-32040-522270-P25STYR6ART
Funding Sources:	FY22 Residential Street Resurf- PayGo
	FY23 Residential Street Resurf- PayGo
	FY25 Bond- Community Progress Bond
	FY25 Arterial Street Resurfacing
Districts:	All

This was a Competitive Sealed Proposal Procurement unit price contract.

The Purchasing & Strategic Sourcing, Streets and Maintenance, and Capital Improvement Departments recommend award as indicated to ZTEX Construction, Inc. the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Yvette Hernandez, (915) 212-1783
Streets and Maintenance, Randy Garcia, (915) 212-7000

43. Discussion and action that the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2025-0432R Sun Metro Transit Operations Maintenance Building Reconstruction to Jordan Foster Construction, LLC. for an initial amount of $5,000.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of $20,000 if the services are necessary for the proper execution of the project. **25-1461**

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Pre-Construction Services
Total Estimated Award:	$5,000.00
Account(s):	560-3230-60050-58270-SMFY25RCV
Funding Source(s):	Sun Metro Recovery Operations
District(s):	3

This is a Construction Manager-at-Risk procurement.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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

District 3
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Yvette Hernandez, (915) 212-1803

REGULAR AGENDA - OTHER BUSINESS:

44. Discussion and action on a Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Alvidrez Associates, Inc., a Texas corporation, for a project known as “Architect and Engineering Services for Sun Metro Transit Operations Center (TOC) Reconstruction” for an amount not to exceed $1,300,403.50; 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 **25-1458**

Additional Services for an amount not to exceed $50,000.00, if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project, for a total amount of $1,400,403.50; 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.

District 4
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

45. Discussion and action on the award of Solicitation 2025-0296 Veterinary Vaccines to be determined by the casting of lots conducted in the presence of the governing body of the municipality. **25-1448**

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Animal Services Department, Michael D. Wachsmann, (915) 212-8742

46. Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer of $1,694,377 from Top 50 Arterials Master Plan to setup Top 50 Arterials - Lomaland II project as part of the Top 50 Arterials- Community Progress Bond. **25-1453**

District 7
City Manager's Office, Sasho Andonoski, (915) 212-1092
Streets and Maintenance, Randy Garcia, (915) 212-7005

47. Discussion and Action on a Resolution authorizing the City Manager or designee to sign a Texas Economic Development ("TED") Incentive Program Fund Agreement by and between the City of El Paso and Rancho Del Rey IC, LLC, in support of the Rancho Del Rey Logistics Park. The five-year Agreement provides $2,325,000 in TED Fund grants, tied to development performance metrics. The Agreement meets the requirements of the Texas Economic Development (TED) Program Policy, supports the trade and logistics sectors, and demonstrates a sufficient net positive impact to El Paso Electric's ("EPE") Texas Service Area. **25-1462**

District 6
Economic and International Development, Karina Brasgalla, (915) 212-0094

48. Discussion and Action on a Resolution authorizing the City Manager to execute a First Amendment to that certain Chapter 380 Economic Development Program Agreement (“Agreement”) executed on April 26, 2022 by and between the City of El Paso (“City”) and the Mills Plaza Properties V, LP, a Texas limited partnership and Kress Tunnel, LLC, a Texas limited liability company (collectively, “Applicant”), to provide a twelve (12)-month extension to obtain a Certificate of Occupancy in consideration of the Applicant increasing the Minimum Investment to $30,000,000. **26-0004**

District 8
Economic and International Development, Karina Brasgalla, (915) 212-0094

EXECUTIVE SESSION

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 Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

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

http://www.elpasotexas.gov/

File #: 25-1454, **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 December 2, 2025, the Work Session of November 17, 2025, and the Work Session of December 1, 2025.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

December 02, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

……

9:00 AM PLEDGE OF ALLEGIANCE

Young Women's Leadership Academy at the invitation of City Representative Lily Limón

Ella Mendoza
Eloyse Blanco
Jaelyn Sierra
Gibrana Madin
Mikayla Olivas
Yanitza Contreras

……

MAYOR'S PROCLAMATIONS

Fort Bliss Boss Day

Greater El Paso Association of Realtors (GEPAR) Day

Bishop Mark Seitz & Border Migrant Advocates Day

35th Anniversary of the El Paso Hispanic Chamber of Commerce

……

10:00 AM ROLL CALL

……

The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:03 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrival: Alejandra Chávez at 10:06 a.m.

……

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

……

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

……

There was no public comment before the items were considered.

……

CALL TO THE PUBLIC (CITY-RELATED NON-AGENDA ITEMS):

……

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Claudia Contreras Siller
3. Ms. Laura Ochoa-Todd
4. Mr. Eddie Chavez, Jr.

……..…….

NOTICE TO THE PUBLIC

……..…….

*Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried to **APPROVE** 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 Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Regular City Council Meeting of November 18, 2025.

……..…….

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

……..…….

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

……..…….

CONSENT AGENDA – RESOLUTIONS:

……..…….

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT REGARDING MUTUAL COOPERATION BETWEEN THE CITY OF EL PASO AND THE EL PASO COMMUNITY FOUNDATION TO CONTINUE THE COOPERATIVE RELATIONSHIP FOR CULTURAL PROGRAMMING INITIATIVES AND PROJECTS PROMOTING THE VISUAL IMAGE OF THE CITY OF EL PASO.

WHEREAS, the Museum and Cultural Affairs Departments is a department of the City of El Paso; and

WHEREAS, the El Paso Community Foundation is a 501 (c) (3) non-profit corporation located in the City of El Paso; and

WHEREAS, the parties entered into a 5-year Agreement Regarding Mutual Cooperation on December 8, 2020 to establish a cooperative relationship for cultural programing initiatives and projects and preapproved reimbursement of expenses; and

WHEREAS, the Parties wish to continue serving the City's strategic goal of promoting the visual image of the City of El Paso.

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

1. That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") with the El Paso Community Foundation.

2. That the City Manager be authorized to sign amendments to the Agreement provided that such amendments to do not obligate the City to any financial responsibility.

3. That the City Manager be authorized to delegate the authority under this Resolution.

……..…….

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VILLARREAL VALERIA & CLARKE JOSE 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:

5816 Valley Palm Dr, more particularly described as Lot 37, Block 3, Valley Creek #3 Replat Amending Subdivision, City of El Paso, El Paso County, Texas, PID #V138-999-0030-3700 to be $350.00, 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 April, 2024, 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 AND 00/100 DOLLARS ($350.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, STEINBERG MARIA & HECTOR, 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:

6544 Butterfield Dr, more particularly described as 5 BONANZA MOBILE HOMES, LOT 8 (5284 SQ FT) S# 2710, City of El Paso, El Paso County, Texas, PID #B555-999-0005-0008

to be $384.00, 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 8th day of April, 2024, 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 FOUR AND 00/100 DOLLARS ($384.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, REY THOMAS R SR, 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:

6332 Westwind Dr, more particularly described as 26 CORONADO CTRY CLB FTHILLS 1 & NWLY PT OF 1 (90.91' ONNWLY-19.68' ONNELY-81.30' ONSELY-11.76' ONSWLY) OF BLK 2 THE PARK AT WILDWOOD, City of El Paso, El Paso County, Texas, PID #C809-999-0260-0100

to be $344.00, 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 29th day of April, 2024, 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 00/100 DOLLARS ($344.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ANAYA GREGORIO JR & ROSA 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:

465 Prime Desert Dr, more particularly described as Lot 17, Block 6, West Desert Marketplace Amending Subdivision, City of El Paso, El Paso County, Texas, PID #W135-999-0060-1700
to be $325.00, 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 July, 2024, 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 FIVE AND 00/100 DOLLARS ($325.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HOLGUIN RICARDO & ELENA, 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:

5637 Venezuela Rd, more particularly described as Lot 20, Block 8, Zia Village Subdivision, City of El Paso, El Paso County, Texas, PID #Z021-999-0080-5800

to be $513.50, 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 1st day of May, 2024, 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 THIRTEEN AND 50/100 DOLLARS ($513.50) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, G & G ENTERPRISES GC, 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:

5641 Beacon Ave, more particularly described as Lot 1 Brentwood Heights (8431.20 Sq Ft), Block 3 Hughes S/D Blk 1, Alameda Acres 14 & 15 & Blk 7 Subdivision, City of El Paso, El Paso County, Texas, PID #H863-999-0030-4300

to be $478.50, 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 2nd day of May, 2024, 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 SEVENTY EIGHT AND 50/100 DOLLARS ($478.50) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, EL PASO SIX STORAGE 18(TX) 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:

6000 Welch Ave, more particularly described as Lot 1 (83531.00 Sq Ft), Block 1, Andy Kelly Subdivision, City of El Paso, El Paso County, Texas, PID #A536-999-0010-0100

to be $402.00, 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 26th day of March, 2024, 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 TWO AND 00/100 DOLLARS ($402.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VILLEGAS ARTURO & SUSTAITA LUIS, 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:

6107 E Yandell Dr, more particularly described as Lot 39 (6000 Sq Ft), Block 8, Womble Subdivision, City of El Paso, El Paso County, Texas, PID #W813-999-0080-7100

to be $457.00, 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 April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY SEVEN AND 00/100 DOLLARS ($457.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ROMERO DENISE G & 2, 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:

178 S Glenwood St, more particularly described as 6 ALAMEDA ACRES W105 FT OF S 1/2 OF 9 (6567.75 SQ FT), City of El Paso, El Paso County, Texas, PID #A438-999-0060-2000

to be $344.00, 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 March, 2024, 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 00/100 DOLLARS ($344.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WOO MUN S & CONSUELO C/O AUTRY VICTOR & DALILA, 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:

178 S Collingsworth St, more particularly described as E COLLINGSWORTH N 50 FT OF 9, City of El Paso, El Paso County, Texas, PID #C730-999-000E-4600

to be $399.00, 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 July, 2024, 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 NINETY NINE AND 00/100 DOLLARS ($399.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SIMENTAL MARIA E V & TELLES MARTHA E & 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:

219 Paden Pl, more particularly described as LAGUNA PARK LOT 21, City of El Paso, El Paso County, Texas, PID #L128-999-0000-6100

to be $325.00, 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 June, 2024, 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 FIVE AND 00/100 DOLLARS ($325.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA MARIO, 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:

244 S Awbrey St, more particularly described as W 92.5 FT OF N 65 FT OF 7, Block 6, Collingsworth Subdivision, City of El Paso, El Paso County, Texas, PID #C730-999-0060-3700

to be $728.50, 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 17th day of May, 2024, 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 TWENTY EIGHT AND 50/100 DOLLARS ($728.50) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HERNANDEZ BELEN 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:

252 Val Verde St, more particularly described as Lots 25 & 26 (7500 Sq Ft), Block 7, Val Verde Subdivision, City of El Paso, El Paso County, Texas, PID #V088-999-0070-4100

to be $388.00, 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 20th day of June, 2024, 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 EIGHT AND 00/100 DOLLARS ($388.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PASILLAS JOSE 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:

7150 Dale Rd, more particularly described as 4 STILES GARDENS NWLY 150 FT OF 20 (HOMESITE) (5625.00 SQ FT), City of El Paso, El Paso County, Texas, PID #S658-999-0040-2050

to be $457.00, 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 May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY SEVEN AND 00/100 DOLLARS ($457.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CARLOS HECTOR & DIANE, 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:

201 Harvard Ave, more particularly described as Lot 1 (Exc Sec) (17223.06 Sq Ft), Block 3, Pasodale Tr Subdivision, City of El Paso, El Paso County, Texas, PID #P591-999-0030-0100

to be $339.00, 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 19th day of April, 2024, 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 NINE AND 00/100 DOLLARS ($339.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SALDIVAR SOLEDAD, 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:

202 Smith Rd, more particularly described as Lot 5, Block 1, DIAMANTINA VII Subdivision, City of El Paso, El Paso County, Texas, PID #D474-999-0010-0500

to be $347.00, 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 April, 2024, 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 00/100 DOLLARS ($347.00) 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.

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

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

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

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

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

206 Smith Rd, more particularly described as Lot 6, Block 1, DIAMANTINA VII Subdivision, City of El Paso, El Paso County, Texas, PID #D474-999-0010-0600

to be $347.00, 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 April, 2024, 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 00/100 DOLLARS ($347.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LAZCANO JOSE L & MARIA D, 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:

342 Petty Ln, more particularly described as Lot 11 (5954 Sq Ft), Block 5, San Carlos Subdivision, City of El Paso, El Paso County, Texas, PID #S065-999-0050-2100

to be $330.00, 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 April, 2024, 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 00/100 DOLLARS ($330.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MANRIQUEZ FRANK & MARY, 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:

445 Elaine Pl, more particularly described as Lot 2 (6100.00 Sq Ft), Block 1, Cindy Subdivision, City of El Paso, El Paso County, Texas, PID #C551-999-0010-0700

to be $357.50, 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 15th day of March, 2024, 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 SEVEN AND 50/100 DOLLARS ($357.50) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DE SANTIAGO ADOLFO A & MARTA, 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:

498 Carmelita Circle, more particularly described as 6 ALEXANDER TO YSLETA 129 & ELY 7 FT OF 130 (7234.20 SQ FT), City of El Paso, El Paso County, Texas, PID #A475-999-0060-0100

to be $346.00, 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 10th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 00/100 DOLLARS ($346.00) 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.

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

130 Cinecue Way, more particularly described as 33, YSLETA TR 9-B (0.244 AC), City of El Paso, El Paso County, Texas, PID #Y805-999-0330-0910

to be $849.00, 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 31st day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED FORTY NINE AND 00/100 DOLLARS ($849.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TARIN EDUARDO & EUGENIA T, 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:

147 Davis Dr, more particularly described as 16 WEST YSLETA W 70 FT OF 2, City of El Paso, El Paso County, Texas, PID #W142-999-0160-3100

to be $421.00, 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 18th day of June, 2024, 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 ONE AND 00/100 DOLLARS ($421.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GUERRA DAVID 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:

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:

215 Sofia Pl, more particularly described as 43 YSLETA TR 6-K-1 (0.2633 AC), City of El Paso, El Paso County, Texas, PID #Y805-999-0430-0625

to be $547.00, 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 4th day of November, 2024, 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 FORTY SEVEN AND 00/100 DOLLARS ($547.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RUBIO CARLOS SR, 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:

227 Sofia Pl, more particularly described as 2 LONE STAR 15 & TR 6-H BLK 43 YSLETA (0.03 ACRE), City of El Paso, El Paso County, Texas, PID #L639-999-0020-9700

to be $412.00, 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 October, 2024, 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 TWELVE AND 00/100 DOLLARS ($412.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANCHEZ DEREK & SILVIA, 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:

313 San Pablo Pl, more particularly described as Lot 24, Block 31, Thomas Manor Subdivision, City of El Paso, El Paso County, Texas, PID #T240-999-0310-4700

to be $445.00, 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 26th day of June, 2024, 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 FIVE AND 00/100 DOLLARS ($445.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA HENRY 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:

359 Milton Rd, more particularly described as W 65 FT OF (18 & 19) (10400.00 SQ FT), Block 1, North Loop Gardens #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N446-999-0010-4800

to be $1,420.00, 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 November, 2024, 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 FOUR HUNDRED TWENTY AND 00/100 DOLLARS ($1,420.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GALLARDO JOSE C A & RODRIGUEZ MELISSA 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:

6308 Bel Mar Ave, more particularly described as Lot 1 (8750 Sq Ft), Block 43, Coronado Hills #3 Subdivision, City of El Paso, El Paso County, Texas, PID #C823-999-0430-0100

to be $344.00, 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 April, 2024, 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 00/100 DOLLARS

($344.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONZALEZ MARTHA L & SERGIO, 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:

6432 Pizarro Dr, more particularly described as 71 CORONADO HILLS #6 E PT OF 10 (40.27 FT ON ST-133.37 FT ON W-54.27 FT ON N-146.63 FT ON E) (6484.16 SQ FT), City of El Paso, El Paso County, Texas, PID #C818-999-0710-3900

to be $344.00, 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 April, 2024, 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 00/100 DOLLARS
($344.00) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DORGAN JOSEPH H, 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:

308 Purple Hills Way, more particularly described as Lot 13 (8067.97 Sq Ft), Block 8, Coronado Country Club Fthills Subdivision, City of El Paso, El Paso County, Texas, PID #C809-999-0080-4100

to be $341.00, 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 April, 2024, 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 ONE AND 00/100 DOLLARS ($341.00) 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.

……..…….

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

WHEREAS, **Parks & Recreation Department** (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the **New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, on **August 19, 2025**, the City Council resolved to authorized the City Manager to execute agreements with event sponsors to support events pursuant to Section 48 of the Fiscal Year 2026 Budget Resolution; and,

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Mesa Street** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday , January 1, 2026,**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street between Franklin Ave. and Texas Ave.,** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

……

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

WHEREAS, the Consolidated Tax Assessor/Collector of the City of El Paso ("Consolidated Tax Assessor/Collector") has entered the amount of tax as provided by Section 26.09(e) of the Texas Tax Code in the appraisal roll, creating a tax roll for entities, for which the Consolidated Tax Assessor/Collector collects taxes, a summary of which is attached hereto and incorporated herein by reference; and

WHEREAS, on October 14, 2025 the City adopted the 2025 Tax Roll for all entities that adopted each entity's budget or tax rate by October 1, 2025; and

WHEREAS, Tornillo Water District ratified its tax rate on October 22, 2025 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

WHEREAS, Socorro Independent School District ratified its tax rate on November 19, 2025 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

WHEREAS, Tornillo Independent School District ratified its tax rate on November 19, 2025 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

WHEREAS, the Consolidated Tax Assessor/Collector now desires to amend and submit the revised tax roll to City of El Paso Council for approval as the final 2025 tax roll.

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

THAT the revised tax roll attached hereto as *Attachment A* is hereby approved and constitutes the 2025 tax roll for all entities for which the Consolidated Tax Assessor/Collector collects taxes.

ATTACHMENT A
SUMMARY
OF THE
2025 TAX ROLL

2025 CONSOLIDATED TAX ROLL

Jurisdiction	Unit #	Total Parcels	Gross Market Value	Net Taxable Value	2025 Levy
CITY OF EL PASO	01	244,547	77,999,891,051	57,466,034,141	436,545,090.72
EL PASO ISD	03	108,647	36,581,367,010	20,490,806,245	210,691,955.56
CITY OF SOCORRO	04	17,040	3,601,797,919	2,551,325,828	16,462,041.19
YSLETA ISD	05	68,612	17,856,390,094	8,239,915,146	98,067,824.36
EL PASO COUNTY	06	447,841	97,602,368,339	74,051,600,160	339,818,670.67
EL PASO COMMUNITY COLLEGE	07	447,802	97,575,945,935	75,529,528,505	78,221,471.84
UNIVERSITY MEDICAL CENTER	08	447,802	97,575,945,935	76,181,565,505	183,517,356.24
SOCORRO ISD	09	105,793	29,955,096,870	15,610,713,128	143,897,152.08
CLINT ISD	10	127,107	4,328,630,164	2,172,522,647	24,017,732.46
FABENS ISD	11	5,390	616,403,424	262,585,239	2,871,063.70
TOWN OF CLINT	12	1,039	182,945,102	132,852,554	852,247.68
HORIZON REGIONAL MUD	14	112,157	3,941,749,030	3,252,105,475	21,554,936.53
EMERGENCY SERVICES DISTRICT #1	15	109,040	9,202,510,930	7,909,027,310	7,909,007.13
ANTHONY ISD	16	2,118	432,456,432	231,504,543	2,148,272.84
TOWN OF ANTHONY	17	1,910	373,191,544	299,947,503	3,321,780.48
CANUTILLO ISD	18	20,193	6,731,603,050	3,888,573,470	43,537,447.77
SAN ELIZARIO ISD	19	7,167	745,999,954	317,372,637	2,792,527.42
TORNILLO ISD	20	2,905	320,668,838	198,050,689	2,136,866.30
HACIENDAS DEL NORTE WATER DISTRICT	22	562	190,851,610	147,330,279	63,674.42
LOWER VALLEY WATER DISTRICT	25	39,272	6,238,437,195	4,583,301,993	8,108,221.06
EMERGENCY SERVICES DISTRICT #2	27	94,252	10,538,235,835	7,940,111,123	6,919,026.08
TORNILLO WATER DISTRICT	30	2,644	213,247,787	151,310,285	121,512.51
TOWN OF HORIZON CITY	31	9,485	2,188,724,756	1,765,296,115	9,450,831.17
DOWNTOWN MANAGEMENT DISTRICT	33	652	1,026,345,059	484,930,610	581,916.73
PASEO DEL ESTE MUD #10	34	1,401	476,301,939	407,330,079	2,571,474.78
PASEO DEL ESTE MUD #1	35	703	1,077,126,847	992,497,308	7,443,730.43
PASEO DEL ESTE MUD #3	36	1,359	405,392,276	356,379,597	2,420,530.31
PASEO DEL ESTE MUD #11	37	579	111,640,777	96,579,646	737,675.45
VILLAGE OF VINTON	38	1,462	283,796,684	211,494,406	1,399,014.31
PASEO DEL ESTE MUD #2	39	1,026	349,088,159	290,317,995	2,082,451.07
EL PASO COUNTY WCID #4	44	3,119	317,234,014	246,617,475	777,505.98
PASEO DEL ESTE MUD #5	49	1,009	295,814,177	262,694,037	1,790,522.66
PASEO DEL ESTE MUD #6	50	1,040	317,321,034	251,690,924	1,887,682.99

PASEO DEL ESTE MUD #7	51	1,183	304,455,881	275,747,006	1,984,275.42
PASEO DEL ESTE MUD #8	52	1,479	366,441,671	338,706,471	2,112,512.29
PASEO DEL ESTE MUD #9	53	1,219	319,053,938	285,301,107	2,010,802.20
PASEO DEL ESTE MUD #4	55	833	181,976,130	153,885,986	1,233,857.79
CITY OF SAN ELIZARIO	56	4,505	513,513,110	375,247,441	1,232,087.03
CITY OF EL PASO MMD #1	57	659	122,922,403	90,564,103	244,523.08
HMUD HUNT COMMUNITIES DA	58	1,639	347,856,704	318,418,937	716,442.91
HMUD HUNT PROPERTIES DA	59	39	9,456,099	8,509,815	19,147.09
HMUD RANCHO DESIERTO BELLO DA	60	557	105,903,991	100,914,135	227,056.94
HMUD RAVENNA DA	63	610	154,545,915	136,944,953	308,126.19
HMUD DEFINED AREA #6	64	786	72,878,855	70,192,586	157,933.30
Totals					**$1,674,965,979**

CONSENT AGENDA – BOARD APPOINTMENTS:

7. *Motion made, seconded, and unanimously carried to **APPOINT** Marlene Gonzalez to the Historic Landmark Commission by Representative Ivan Niño, District 5.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

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

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

WHEREAS, taxpayer, Mels Electric LP ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on November 13, 2020 in the amount of $248.83 (Two Hundred Forty-Eight Dollars and 83/100) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Mels Electric LP showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of $248.83 (Two Hundred Forty-Eight Dollars and 83/100) is approved.

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

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

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

WHEREAS, taxpayer, Mels Electric LP ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on November 17, 2021, in the amount of $238.02 (Two Hundred and Thirty-Eight Dollars and 02/100) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Mels Electric LP showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of $238.02 (Two Hundred and Thirty-Eight Dollars and 02/100) is approved.

……..…….

CONSENT AGENDA – BIDS:

……..…….

9. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2025-0231 Zoo Produce Diet (Re-bid) to Olus Distributing, Inc. for an initial term of three (3) years for an estimated amount of $338,013.00. The award also includes a two (2) year option for an estimated amount of $225,342.00. The total contract time is for five (5) years for a total estimated amount of $563,355.00. This contract will provide fresh produce for Zoo animals.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $288,013.01 for the initial term, which represents a 576.03% increase due to additional contract years and price increases.

Department:	Zoo
Award to:	Olus Distributing, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$112,671.00
Initial Term Estimated Award:	$338,013.00
Option Term Estimated Award:	$225,342.00
Total Estimated Award:	$563,355.00
Account(s):	452-3400-52140-P5241-531100
Funding Source(s):	Zoo Operations
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Zoo Departments recommend award as indicated to Olus Distributing, Inc. the lowest responsive and responsible bidder.

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

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

……..…….

REGULAR AGENDA – FIRST READING OF ORDINANCES:

……..…….

Motion made by Representative Limón, seconded by Representative Fierro, 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 Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

10. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Buyer, for the purchase price of $152,000.00; such real property legally described as Tract 17-B-2-A-5, Block 12, Ysleta Grant, in the City of El Paso, El Paso County, Texas according to the resurvey of Ysleta Grant made for tax purposes, and numbered as 12 Ysleta TR 17-B-2-A-5, El Paso, Texas 79907.

……..…….

11. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Cortez Wholesale Inc., for the purchase price of $165,000; such real property legally described as Alameda & Piedras-PID 212380.

……..…….

12. An Ordinance Vacating a portion of Resler Drive Right-of-Way located on a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, El Paso County, Texas.

Subject Property: South of Paseo Del Norte Rd. and West of Resler Dr.
Applicant: Jacob Harris, Plexxar Unit #1 LLC. SURW25-00011

……..…….

13. An Ordinance granting a Special Privilege License to Comanche EP LLC to permit the existing aerial encroachment of a balcony, the surface encroachment of (2) two sets of stairs and a backflow water preventer, and the subsurface encroachment of a basement, all within a portion of City Right-of-way at 312 E. Overland Avenue, El Paso, Texas; setting the license term for ten years (10) with one (1) renewable ten (10) year term.

Subject Property: 312 E. Overland Avenue
Applicant: Comanche EP LLC PSPN25-00002

……..…….

14. An Ordinance amending the 2025 Proposed Thoroughfare System, as incorporated into Plan El Paso, to delete the proposed collector extension of Ninth Street that runs between La Mesa Street and Vinton Avenue; to delete the proposed collector connection between Suncrest Drive and Vin Rambla Drive; and to connect collectors Suncrest Drive and Vin Morella Way to 1-10.

……..…….

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025, FOR ITEMS 10 THROUGH 14

……..…….

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

……..…….

15. ORDINANCE 019817

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO DR. ROBERTO MORENO, FOR THE PURCHASE PRICE OF $130,000.00; SUCH REAL PROPERTY MUNICIPALLY KNOWN AND NUMBERED AS 331 W. MISSOURI, EL PASO, TEXAS.**

Ms. MaryLou Espinoza, Capital Assets Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Motion duly made by Representative Canales, seconded by Representative Boyar Trejo, 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 Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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

……..…….

16. ORDINANCE 019818

The City Clerk read an Ordinance entitled: **AN ORDINANCE VACATING A PORTION OF A SIXTY-FOOT DRAINAGE EASEMENT (0.69 ACRES OF LAND) LOCATED WITHIN BLOCK 9, CANUTILLO INDUSTRIAL PARK, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

Mr. Kevin Smith, Planning and Inspections Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Niño, 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 Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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

……..…….

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

……..…….

17. R E S O L U T I O N

CITY OF EL PASO'S VOTING ALLOCATION FOR CANDIDATES TO THE BOARD OF DIRECTORS OF T HE EL PASO CENTRAL APPRAISAL DISTRICT

WHEREAS, the City of El Paso (City) is entitled to 770 votes for allocation among candidates for consideration to the El Paso Central Appraisal District Board of Directors in compliance with Chapter 6 of the Texas Property Tax Code (Code); and

WHEREAS, the City is required by the Code to determine its voting entitlement allocation, via resolution, after receipt of the ballot from the Chief Appraiser; and

WHEREAS, during the September 16, 2025 regular City Council meeting City Council approved the nomination of Tanny Berg to the El Paso Central Appraisal District Board of Directors; and

WHEREAS, during the October 14, 2025, regular City Council meeting City Council approved the nomination of Jackie York to the El Paso Central Appraisal District Board of Directors; and

WHEREAS, the City desires to allocate its votes equally among the candidates to the El Paso Central Appraisal District Board of Directors.

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

That the City allocate its votes among the below listed Candidates to the El Paso Central Appraisal District Board of Directors by selecting a term of office and specifying the number of votes:

Ballot	
Candidate Name	**Votes**
Tanny Berg	385
Marlene Bullard	0
David Duran	0
Jackie York	385

That the City Manager complete and submit to the Chief Appraiser of the El Paso Central Appraisal District this Resolution and the ballot, attached hereto as Attachment A, reflecting the allocations as approved by this Resolution.

Mayor Johnson and Representative Limón commented.

Motion made by Representative Maldonado-Rocha, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

18. R E S O L U T I O N

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

That the City Council declares that the expenditure of District 1 discretionary funds in an amount not to exceed $5,000.00, to support current and future programming for youth, seniors, families; athletic activities; community engagement efforts, community meetings, and other district events, including signature events in District 1, serves the municipal purpose of fostering a positive community atmosphere, promoting cultural enrichment, supporting local initiatives, and enhancing the overall quality of life for El Paso residents; and

That discretionary funds be used for the purchase of related items, including but not limited to water, refreshments, snacks, prizes, and recognition or award items, for events taking place at various community locations, including but not limited to city parks, Doris Van Doren Library, Don Haskins Recreation Center, and the Westside Regional Command Center.

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

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

19. R E S O L U T I O N

WHEREAS, the El Paso City Council approved the resolution to establish an Adopt-a-Street Program on November 18, 2025; and

WHEREAS, the Representative of District 5 desires to use discretionary funds to support the start-up cost and help the initiation of the Adopt-a-Street Program.

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

THAT City Council declares the expenditure of District 5 discretionary funds, in an amount not to exceed $5,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

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

Motion made by Representative Niño, seconded by Representative Boyar Trejo, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

……..…….

20. R E S O L U T I O N

WHEREAS, on August 30, 2022, the City of El Paso ("City") entered into Agreement No. 2022-0924, Vector Solution Software, with Target Solutions Learning, LLC d/b/a Vector Solutions, for a term of three (3) years;

WHEREAS, the executed Agreement No. 2022-0924 provides that, unless otherwise agreed or prohibited by applicable law or regulation, the agreement shall automatically renew for a renewal term equal to the initial term upon expiration of the initial term, unless either party provides written notice of its intent to terminate the agreement at least sixty (60) days prior to the scheduled termination date;

WHEREAS, the executed Agreement No. 2022-0924 shall continue in effect until such time as the City determines that the products and services are no longer required;

WHEREAS, the City will continue to align its use of Target Solutions Learning, LLC d/b/a Vector Solutions products and services with the City's annual budget process, whereby projected usage of Vector software solutions will be reviewed, updated, and authorized by the City Council through approval of the applicable fiscal year budget resolution and its associated schedules; and

WHEREAS, the City desires to maintain access to Vector Solutions' current and future services and products to continue building upon its investment in Vector Solution Software;

WHEREAS, the continued use of Vector Solutions' Software will provide continuity of Fire Department training and management computer software which benefits public safety;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are hereby found to be true and correct and are incorporated herein by reference.
2. All expenditures arising from contractual obligations for Fiscal Year 2026 (FY26) with Target Solutions Learning, LLC d/b/a Vector Solutions, which are required to meet the City's IT and Fire Department needs, have been approved through the FY26 Budget Resolution.

3. The City Attorney's Office shall review, and the Purchasing Director is authorized to execute any related and necessary documents during the term of the Agreement.

4. Expenditures under the Agreement for any fiscal year shall be subject to the approval of the City's annual budget, including projections and updates by the Department of Information Technology, which shall be incorporated into Schedule E of the City's annual Budget Resolution.

5. The City Manager, or designee, is authorized to execute any documents and budget transfers necessary to implement this Resolution.

Motion made by Representative Canales, seconded by Representative Fierro, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

21. Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, and unanimously carried to **AWARD** Solicitation 2025-0510R Stop Loss to Aetna Life Insurance Company for a one (1) year term and an estimated award of $5,987,728.00.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $254,574.00 for the initial term, which represents an increase of 4.44% as a result of a higher number of employees.

Department:	Human Resources
Award to:	Aetna Life Insurance Company
City & State:	Hartford, CT
Item(s):	All
Initial Term:	1 Year
Option Term:	NA
Total Contract Time:	1 Year
Annual Estimated Award:	$5,987,728.00
Initial Term Estimated Award:	$5,987,728.00
Option Term Estimated Award:	NA
Total Estimated Award:	$5,987,728.00
Account(s):	209-3500-521370-14045-P1414
Funding Source(s):	Self-Insurance Fund
District(s):	All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing and Human Resources Departments recommend award as indicated to Aetna Life Insurance Company the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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.

Mayor Johnson and Representatives Acevedo and Canales commented.

The following City staff members commented:

- Ms. Paula Salas, Purchasing and Strategic Sourcing Assistant Director
- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director
- Ms. Mary Wiggins, Chief Human Resources Officer

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

Motion made by Representative Niño, seconded by Representative Fierro, and unanimously carried to **ADJOURN** this meeting at 10:40 a.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
November 17, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 A.M.

The City Council met at the above place and date. The meeting was called to order at 9:05 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, and Art Fierro. Late arrival: Lily Limón and Chris Canales at 9:01 a.m.

AGENDA

1. Discussion and action on the City of El Paso's Internal Audit Current State, Maturity, and Needs Assessment, prepared by Weaver and Tidwell, LLP.

The following Weaver and Tidwell, LLP associates presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. Brandon Tanous, Engagement Partner
- Ms. Holly Hart, Director

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, and Niño commented.

The following City Staff members commented:

- Ms. Liz De La O, Deputy Chief Internal Auditor
- Mr. Miguel A. Montiel, Internal Audit Manager

Ms. Patricia Osmond, citizen, commented.

Motion made by Representative Acevedo, seconded by Representative Chávez, and unanimously carried to **ADOPT** the City of El Paso's Internal Audit Current State, Maturity, and Needs Assessment recommendations, prepared by Weaver and Tidwell, LLP.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón and Canales.
NAYS: None

2. Envision El Paso Comprehensive Plan Update: Housing Needs Assessment.

Mr. Matt Prosser, Principal, Economic & Planning Systems, Inc., presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Acevedo, Boyar Trejo, Niño, Limón and Canales commented.

Ms. Nickole H. Rodriguez, Community & Human Development Director, commented.

Ms. Carmen Rodriguez, citizen, submitted a statement of support to be entered into the record.

NO ACTION was taken on this item.

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3. RESOLUTION

WHEREAS, as part of Envision El Paso, the Urban Planning and Design Division is reviewing and updating housing policy recommendations to ensure they reflect best practices, address community needs, and support a balanced and sustainable housing market; and

WHEREAS, to support this effort, the Urban Planning and Design Division proposes the formation of a Cross-Functional Team ("CFT") comprised of City Council Members representing diverse districts and perspectives; and

WHEREAS, the purpose of the CFT is to learn about urban planning principles and best practices, understand existing housing policies and ordinances, discuss and evaluate strategies to support housing generation throughout the city, provide unique insight regarding the housing needs and conditions within their respective districts, develop recommendations and strategies, including potential new policies, for City Council consideration; and

WHEREAS, the proposed CFT will include representatives from Districts 1, 3, 4, and 5 to ensure diverse geographic and socioeconomic representation of El Paso's housing conditions; and

WHEREAS, the CFT will meet monthly in person for one-hour workshops designed to share information, pose key questions, and facilitate discussion and recommendations among participants; and

WHEREAS, the CFT will operate through the adoption of Envision El Paso and during the implementation phase of the housing strategy that results from this comprehensive plan; and

WHEREAS, City Council finds that establishing this CFT will promote collaboration, enhance understanding of urban housing challenges, and strengthen the City's approach to achieving equitable and sustainable housing opportunities for all residents.

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

That the City Council hereby approves the formation of a Cross-Functional Team on Housing Policy as part of Envision El Paso, to include representatives from Districts 1, 3, 4, and 5, to advise and collaborate with the Urban Planning and Design Division on housing policy recommendations aligned with the City's strategic goals and community vision.

Ms. Marcella A. Attolini, Urban Planning and Design Manager, presented a PowerPoint presentation. (copy on file in the City Clerk's Office).

Ms. Carmen Rodriguez, citizen, submitted a statement of support to be entered into the record.

Motion made by Representative Niño, seconded by Representative Canales, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

4. Presentation and discussion providing an overview of the Transportation User Fee process requirements, key policy considerations, and next steps.

Representatives Chávez and Canales commented.

The following members of the public submitted statements of opposition to be entered into the record:

- Ms. Vanessa Williams
- Ms. Angel Ulloa
- Ms. Eileen Karlsruher
- Mr. Enrique Ortiz
- Mr. Javier Acosta
- Mr. Joe Ables
- Ms. Laura Roberts
- Mr. Mauricio Murguia
- Ms. Melissa Robertson
- Mr. Ryan Henry
- Ms. Susan Mucha
- Mr. Phillip Thomas Laign, Jr.
- Mr. Stafford W. Thurmond

Motion made by Representative Limón, seconded by Representative Fierro, and carried to **DELETE** the item.

AYES: Representatives Chávez, Boyar Trejo, Niño, Fierro, and Limón
NAYS: Representatives Acevedo, Maldonado-Rocha, and Canales

5. **RESOLUTION**

WHEREAS, Texas Gas Service Company, a division of ONE Gas, Inc., ("TGS" or the "Company"), a gas utility, distributes natural gas within the city limits of the City of El Paso pursuant to a franchise originally granted to Southern Union Company on February 22, 2000, then assigned to ONEOK, Inc., and subsequently assigned to ONE Gas, Inc., the parent company of
TGS; and

WHEREAS, on June 30, 2025, TGS, filed with the City of El Paso its *Statement of Intent*

of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Rates within the Company s Incorporated Areas of Central-Gulf, West North, and Rio Grande Valley Services Areas ("Application"), and proposed that the rate change should be effective in thirty-five (35) days from that filing date; and

WHEREAS, pursuant to the Gas Utility Regulatory Act ("GURA"), Texas Utilities Code Section 103.001, the City of El Paso has exclusive original jurisdiction over the rates, operations, and services of TGS within the city limits of the City of El Paso; and

WHEREAS, on July 21, 2025, the City Council, as local regulatory authority, suspended the proposed rate change for a period of ninety (90) days beyond the date the change would otherwise be effective in order to determine whether the rates are appropriate, fair, just, and reasonable to ratepayers; and

WHEREAS, the City of El Paso hired and directed legal counsel and rate consultants to prepare a response to TGS 's requested system-wide rate increase and proposed consolidation of service areas, and

WHEREAS, the City Council finds that the rates and proposed consolidation of services areas proposed by TGS 's rates are unreasonable and unjustified, and the rate request and consolidation should be denied; and

WHEREAS, the City Council has determined that the amount of the rate increase request, proposed consolidation of service areas, rate class changes, and the rate design proposals in the Company's Statement of Intent are unreasonable; and

WHEREAS, the City Council has determined that the appropriate action in light of the nature of the filing is to deny the request in its entirety; and

WHEREAS, GURA § 103.022 provides that reasonable costs of services incurred by the City of El Paso for participating in or conducting ratemaking activities are to be reimbursed by the regulated utility.

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

1. That the Application, including the proposed rate increase, consolidation of service areas, rate class changes, and rate design changes identified in the Company's Statement of Intent filed on June 30, 2025, are in all things denied.

2. That TGS is directed to reimburse all reasonable rate case expenses incurred by the City in relation to the Application.

3. That the City Manager shall so notify TGS by having a copy of this Resolution delivered or mailed to the Chief Executive Officer of the Company.

Mr. Matthew G. Marquez, Assistant City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Ms. Stacey McTaggart, Rates and Regulatory Director with Texas Gas Company, presented PowerPoint presentation on behalf of the company (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales commented.

Mr. Vince Perez, Texas State Representative for House District 77, commented.

The following members of the public commented:

- Mr. Gabrielle Regalado
- Mr. Francisco Tarin
- Ms. Angel Ulloa
- Ms. Veronica Carbajal
- Mr. Wesley Lawrence
- Mr. Felipe Acuna
- Ms. Patricia Osmond
- Mr. Saul Gonzalez
- Mr. Joshua Simmons

The following members of the public submitted statements of opposition to be entered into the record:

- Ms. Cindy Franco
- Ms. Jenny Solo
- Ms. Tasha Stewart
- Ms. Gabriela Keast
- Mr. Brian Davis
- Ms. Melissa Diaz
- Ms. Ann L. McDonnell
- Ms. Brenda Perez
- Mr. & Mrs. Ricardo & Cynthia Pacheco
- Ms. Michelle Zamora
- Ms. Flor Castillo
- Ms. Irma Esparza
- Ms. Reyna Esparza
- Ms. Itzel Soto
- Ms. Vianey Contreras Alderete
- Mr. Mark Davis
- Ms. Easter Crawford
- Ms. Ruth Alexander
- Mr. Mark Hubbartt
- Mr. Francisco Eduardo Tarin Velazquez
- Ms. Cheryl Greer
- Ms. Guillermina Shiozaki
- Mr. William Thurmond Stafford
- Ms. Kay Bailey
- Ms. Katherine Gilliam
- Mr. Joe Ables
- Mr. Jorge Acosta
- Ms. Donna Almada
- Mr. Nathan Coleman

- Ms. Guadalupe Robledo
- Ms. Denise De La Rosa
- Ms. Cinda Cotham
- Mr. Raymundo
- Mr. Ricardo Vilardell
- Ms. Teresa Martinez
- Ms. Linda Macias
- Ms. Deborah Torres
- Ms. Araceli Barnard
- Ms. Cassandra Urrutia on behalf of State Senator César Blanco, District 29
- Mr. Ron Betts
- Mr. Juan Martinez
- Mr. Jeffery Zimmerly
- Ms. Arleen Lopez
- Mr. Michael Parra & Mr. Ed Beckman
- Mr. Randy McGraw
- Mr. Erik Nordquist
- Ms. Mary Woodruff
- Ms. Amy Hernandez on behalf of Texas House Delegation Representatives Joe Moody, Mary Gonzalez, Eddie Morales, Claudia Ordaz, and Vince Perez
- Mr. Jose R. Torres
- Mr. Scott Hansen
- Ms. Gloria Jimenez
- Sembrando Esperanza Coalition
- Christine Flora

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

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

EXECUTIVE SESSION

Motion made by Representative Niño, seconded by Representative Fierro, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION, for Items EX1, EX2, and EX4,** at 11:04 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** the Executive Session at 12:19 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION, for Items EX3, EX5, EX6, and EX7,** at 2:25 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **ADJOURN** the Executive Session at 3:31 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

EX1. Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Rates within the Company's Incorporated Areas of Central-Gulf, West North, and Rio Grande Valley Service Areas - OS-25-00028202; HQ#UTILITY-67 (551.071)

NO ACTION was taken on this item.

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EX2. Legal Consultation regarding municipal transportation user fees. HQ #23-1161 (551.071)

NO ACTION was taken on this item.

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EX3. William C. Haywood v. El Paso Police Department et. al; Cause No.: 3:20-CV-00114 (551.071)

NO ACTION was taken on this item.

……

EX4. Joseph Pickett v. City of El Paso; Cause No.:2024DCV5250 (551.071)

NO ACTION was taken on this item.

……

EX5. Application of El Paso Electric Company for Approval of an Amended Distribution Cost Recovery Factor - PUC#58910; HQ#UTILITY-73 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and carried that the City Attorney in consultation with the City Manager be authorized to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *Application of El Paso Electric Company for Approval of an Amended Distribution Cost*

Recovery Factor, under the Texas Public Utility Commission, Docket No. 58910, in Matter Number HighQ Utility-73, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

Representative Acevedo verbally disclosed a $1,750 contribution received from El Paso Electric Employee Political Action Committee.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón and Canales
NAYS: None

EX6. Discussion on economic development opportunities in Downtown El Paso, Texas HQ#25-6028 (551.087)

NO ACTION was taken on this item.

EX7. Discussion on economic development opportunities in Downtown El Paso, Texas HQ#25-4395 (551.071) (551.072) (551.087)

NO ACTION was taken on this item.

Motion made by Representative Limón, seconded by Representative Niño, and unanimously carried to **ADJOURN** the meeting at 3:33 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
December 1, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 A.M.

The City Council met at the above place and date. The meeting was called to order at 9:01 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Deanna Maldonado-Rocha, Ivan Niño, Lily Limón, and Chris Canales. Late arrivals: Josh Acevedo at 9:03 a.m., Art Fierro at 9:07 a.m. and Cynthia Boyar Trejo at 9:13 a.m.

AGENDA

1. Presentation by Warren Goodell, Executive Director of the Kelly Center for Hunger Relief, on the impacts of hunger and food insecurity in El Paso.

Mr. Warren Goodell presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Limón, and Canales commented.

Mr. Kris Yagel, Interim CEO, El Pasoans Fighting Hunger, commented.

NO ACTION was taken on this item.

EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 9:48 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried to **ADJOURN** the Executive Session at 11:00 a.m. and **RECONVENE** the meeting of the City Council

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

……

EX1. Application of El Paso Electric Company to Amend the Texas Business Solar Power Program; PUC#58862; HQ#UTILITY-76 (551.071)

Representative Acevedo verbally disclosed a $1,750 contribution received from El Paso Electric Employee Political Action Committee.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried that the City Attorney in consultation with the City Manager be authorized to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *Application of El Paso Electric Company to Amend the Texas Business Solar Power Program*, under the Texas Public Utility Commission, Docket No. 58862, in Matter Number HighQ Utility-76, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales.
NAYS: None

……

EX2. Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Rates within the Company's Incorporated Areas of Central-Gulf, West North, and Rio Grande Valley Service Areas - OS-25-00028202; HQ#UTILITY-67 (551.071)

Mayor Johnson and Representatives Acevedo and Maldonado-Rocha commented.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Canales, that the City Attorney in consultation with the City Manager, be authorized to do the following:

1. Enter into a partial settlement in the *Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Rates Within the Company's Incorporated Areas of the Central-Gulf, West North, and Rio Grande Valley Service Areas*, in Matter Number OS-25-00028202, HighQ Utility-67; and

2. Continue opposing Texas Gas Service Company's request to consolidate its three existing service areas into a new, single statewide service area; and continue litigating this disputed consolidation issue at the state level with the Railroad Commission of Texas;

and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Boyar Trejo, Limón, and Canales
NAYS: Representatives Acevedo, Maldonado-Rocha, Niño, and Fierro
Mayor Johnson broke the tie by voting "NAY". THE MOTION FAILED.

……

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, and unanimously carried to **ADJOURN** the meeting at 11:08 a.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

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APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 25-103, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

File #: 25-1440, **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
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

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

That the City Council hereby authorizes the City Manager to execute the Temporary Construction License between the City of El Paso and the State of Texas ("TXDOT") for TXDOT's use and reconstruction of a portion of the City of El Paso's right-of-way immediately adjacent to property owned by the State of Texas, as part of State Highway 178 (Artcraft Road) road widening project.

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

DEPARTMENT: Real Estate

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

A resolution authorizing the City Manager to execute the Temporary Construction License between the City of El Paso and the State of Texas ("TXDOT") for TXDOT's use and reconstruction of a portion of the City of El Paso's right-of-way immediately adjacent to property owned by the State of Texas, as part of State Highway 178 (Artcraft Road) road widening project.

BACKGROUND / DISCUSSION:

On November 19, 2024, City Council approved the sale of a portion of City-owned real property, identified as a portion of PID 100507 and located immediately adjacent to Artcraft Road, to the State of Texas ("TxDOT") in support of TxDOT's Artcraft Road widening project.

This Temporary Construction License between the City of El Paso and the State of Texas ("TxDOT") will allow TxDOT to access and perform necessary repairs within City right-of-way as part of the Artcraft Road widening project.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

On November 19, 2024, the City Council approved the sale of a portion of City-owned real property (PID 100507), located immediately adjacent to Artcraft Road, to the Texas Department of Transportation (TxDOT) in support of TxDOT's Artcraft Road widening project.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

REVISED
11:35 am, Dec 01, 2025

RESOLUTION

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

That the City Council hereby authorizes the City Manager to execute the Temporary Construction License between the City of El Paso and the State of Texas ("TXDOT") for TXDOT's use and reconstruction of a portion of the City of El Paso's right-of-way immediately adjacent to property owned by the State of Texas, as part of State Highway 178 (Artcraft Road) road widening project.

APPROVED this ____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza
Capital Assets Manager
Real Estate Division

HQ 6052 | Tran# 627832 | Real Estate
TxDOT-PID 100507-Temporary Construction License
RAB

Temporary Construction License

KNOW ALL MEN BY THESE PRESENTS:

That the City of El Paso, referred to as, "Grantor", in consideration of $10.00 and other good and valuable consideration paid by the Texas Department of Transportation, does hereby grant to The State of Texas, its agents, contractors, successors and assigns, hereinafter referred to as "State", a temporary construction license for the purpose of Construction in, along, upon and across the property located in the County of El Paso, State of Texas, more fully described in Exhibit "A" attached hereto and made a part hereof for any and all purposes.

For the consideration above recited and the mutual covenants and conditions herein contained the parties further agree as follows:

Following completion of work within the temporary construction license area described in Exhibit "A", if State has removed or damaged improvements, herbage, or landscaping within said license area or otherwise on Grantor's property, State shall at its expense restore properties injured by State's activities to the substantially the same condition as existed previous to State's entry upon the particular property.

This temporary construction license shall be in full force and effect at all times during the accomplishment and completion of the construction activities described above. Said temporary construction license shall terminate and the license land area shall revert to the Grantor, their heirs, and assigns, and all interest conveyed herein shall cease on the 21st day of December, 2029, or on the date of completion of construction of the highway facility activities described above, whichever occurs first.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ____day of

_____, _____.

GRANTOR:

_____

Dionne L. Mack, City Manager, City of El Paso

APPROVED AS TO FORM: _____

Roberta Brito, Senior Assistant City Attorney

APPROVED AS TO CONTENT: _____

Mary Lou Espinoza, Capital Assests Manager

Acknowledgment

State of Texas
County of El Paso

This instrument was acknowledged before me on _____
_____by_____. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

_____
Notary Public's Signature

95% PLANS SUBMITTAL

TEMPORARY CONSTRUCTION LICENSE (TCL) NEEDED:

*OWNER ON FILE: CITY OF EL PASO
GEO ID: A759-999-0020-0400
(*INFORMATION FROM EL PASO CENTRAL APPRAISAL DISTRICT INTERACTIVE MAPPING-GIS MAPS)

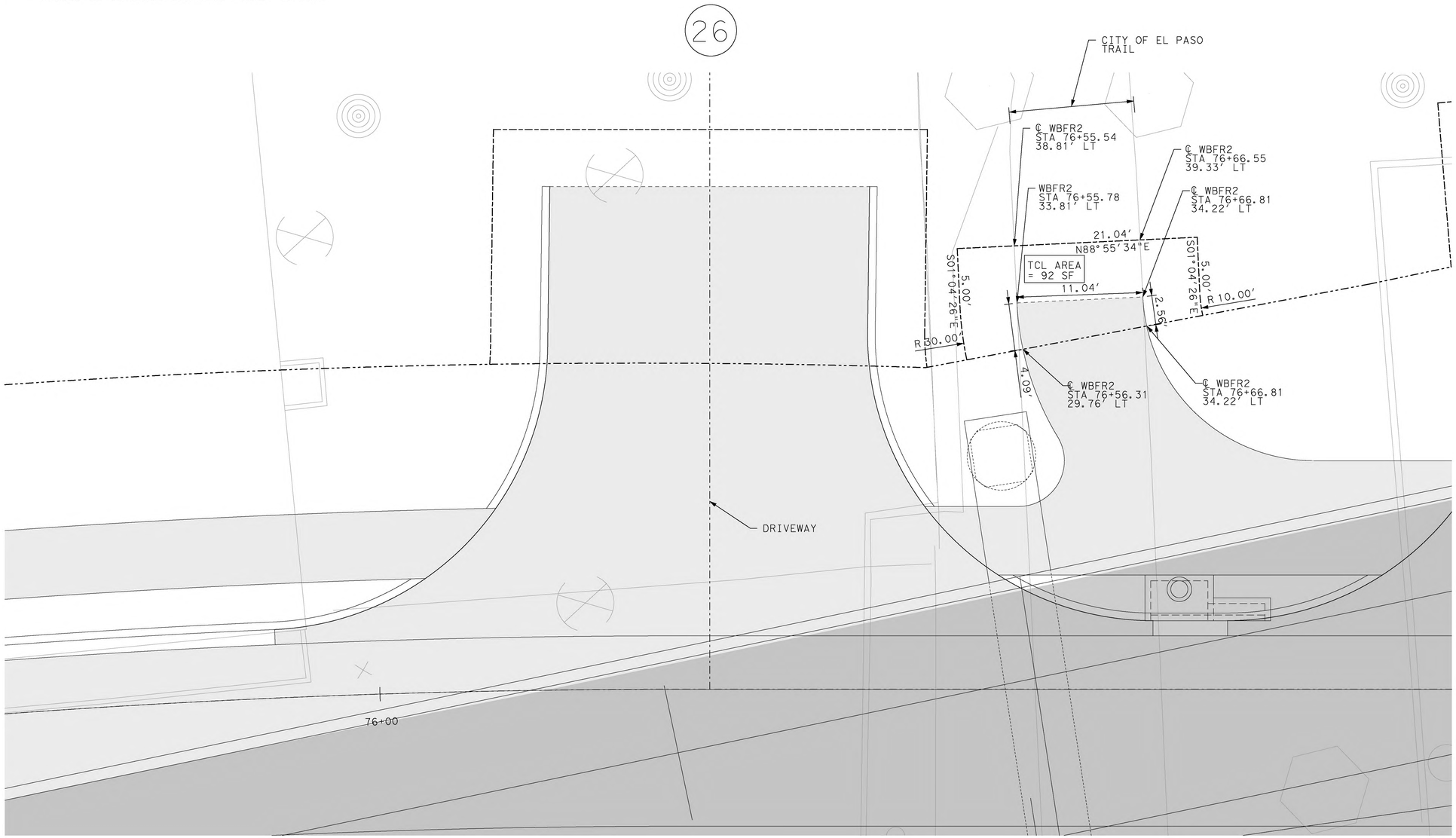
TCL NEEDED OUTSIDE OF ROW: 4.09 FT
SQUARE FEET OF TCL NEEDED OUTSIDE OF ROW: 92 SQ. FT.

REASON FOR TCL:
ARTCRAFT RD IS BEING WIDENED AS PART OF THE 3592-01-009 PROJECT IMPROVEMENTS. AS A RESULT, THE DRIVEWAY IDENTIFIED IN THE GRAPHIC WILL NEED TO BE RECONSTRUCTED TO TIE-IN TO THE NEW ARTCRAFT RD EDGE OF ROADWAY. AVOIDING EXCESSIVE DRIVEWAY PROFILE GRADE WILL REQUIRE THE DRIVEWAY TIE-IN TO EXTEND BEYOND THE TXDOT ROW.

TCL TRAFFIC CONTROL PLAN (TCP):
DRIVEWAY WILL BE PHASED-CONSTRUCTED TO ALLOW ACCESS TO PROPERTY AT ALL TIME.

PROJECTED CONSTRUCTION TIME FRAME: 30 DAYS

2 ARTCRAFT COMMERCIAL #2 LOT 4 (37199.30 SQ FT)



N

LEGEND

- PROPOSED TRAFFIC FLOW
- EXISTING TRAFFIC FLOW
- EXIST ROW
- TCL BOUNDARY
- PROP ROADWAY
- XX DRIVEWAY NAME

NOTES:

1. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER AND THE PROPERTY OWNER BEFORE ENTERING THE PRIVATE PROPERTY.
2. DRIVEWAY CLOSURE TO BE COORDINATED WITH THE PROPERTY OWNER.
3. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE INSIDE THE PRIVATE PROPERTY.
4. DRIVEWAY LOCATION SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. SEE DRIVEWAY DATA AND DETAILS SHEET FOR ADDITIONAL INFORMATION.
5. EXISTING GATES AND FENCES SHALL BE ADJUSTED AS NEEDED.
6. REFER TO PRIMARY CONTROL AND SECONDARY CONTROL SHEETS FOR ADDITIONAL INFORMATION.

HDR Engineering, Inc
Firm Registration No. F-754
17111 Preston Road, Suite 300
Dallas, Texas 75248
972.960.4400

Texas Department of Transportation

© 2023

SH 178 (ARTCRAFT RD)

CITY OF EL PASO
PROPERTY EXHIBIT

SCALE: 1"=10' SHEET 1 OF 1

FED. RD. DIV. NO.	FEDERAL-AID PROJECT NO.		HIGHWAY NO.
6	SEE TITLE SHEET		SH178, ETC
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	ELP	EL PASO	19
CONTROL	SECTION	JOB	
3592	01	009	

Temporary Construction License:
Artcraft Road & PID 100507

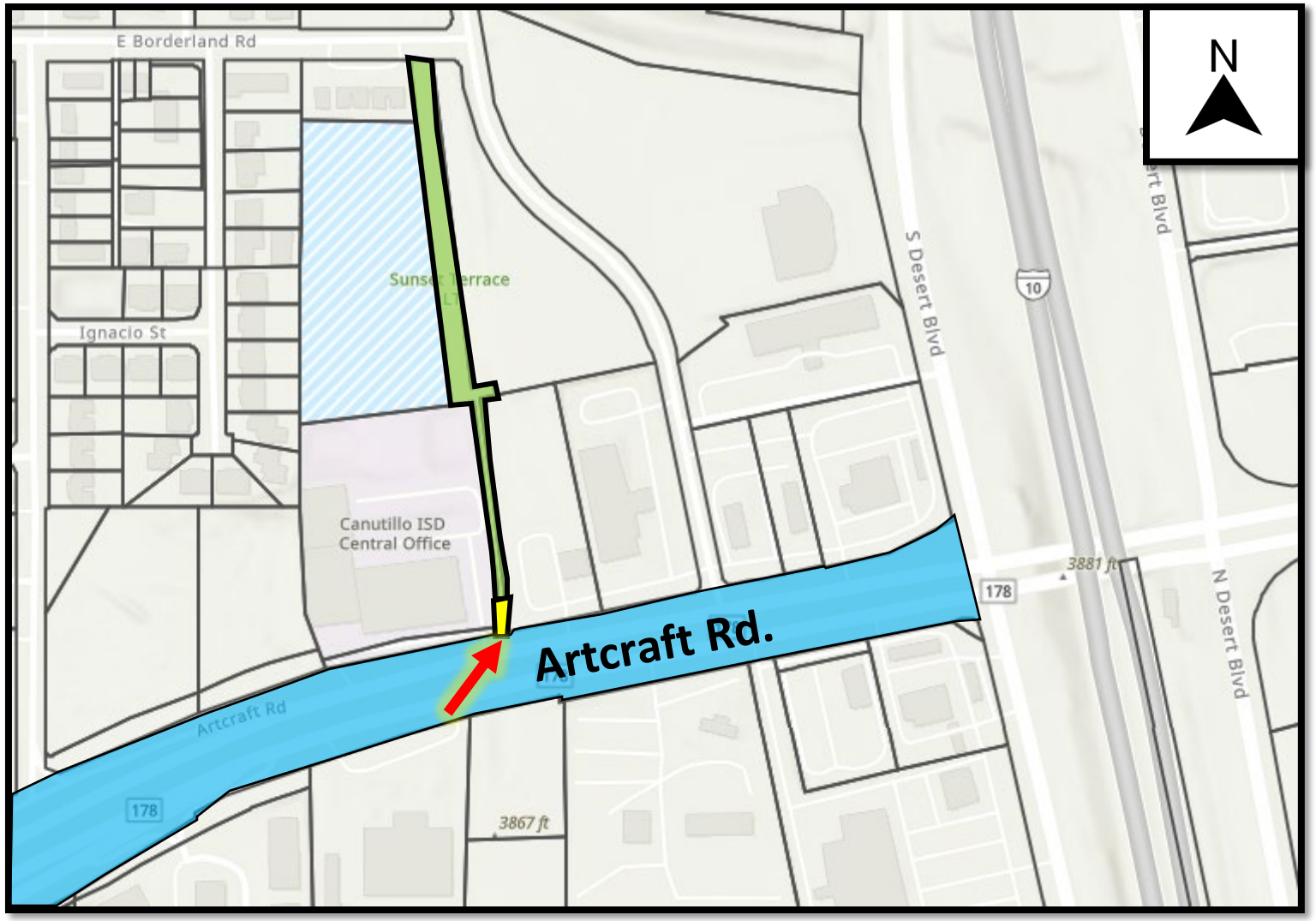
District 1 | El Paso, Texas | 79932

Mary Lou Espinoza, MBA
Capital Assets Manager
December 16, 2025

Background

- November 2024 – City Council approved the sale of 0.02 acres of City-owned land to TxDOT as part of the Artcraft Rd. widening project.
- Requesting authorized signature on a Temporary Construction License between the City of El Paso and the State of Texas (TxDOT).
- License to allow TxDOT to complete any necessary repairs to the driveway and right-of-way along Artcraft Road associated with this work.

Artcraft Rd. & PID 735621 (D1)



Legend

- PID 735621 (TxDOT)
- PID 100507 (CoEP)
- Right-of-Way
- Project Location

MISSION

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

VISION

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

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

File #: 25-1428, **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, 6, 7, 8
Environmental Services Department, Nicholas Ybarra, (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

DEPARTMENT: Environmental Services Department

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Nicholas Ybarra **PHONE NUMBER:** 915-212-6000

DISTRICT(S) AFFECTED: 1, 2, 3, 6, 7, 8

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

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

BACKGROUND / DISCUSSION:

Placing solid waste liens on properties cleaned by the City of El Paso allows us to recoup the cost of cleaning citizen-owned property with City staff.

Costs are a summary of charges based on labor and equipment used. Below is a summary of potential charges - not all charges are applicable to every cleanup.

Administrative fee (mandatory) $25.00
Lead Solid Waste Service Worker (mandatory) $23.00/hour
Equipment Operator $20.00/hour/person
General Service Work $14.00/hour/person
Bobcat $19.00/hour each

COMMUNITY AND STAKEHOLDER OUTREACH:

City of El Paso Code Enforcement posts notices and sends letters to property owners prior to involvement of ESD.

PRIOR COUNCIL ACTION:

Routine item - similar items brought regularly for different addresses.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Nicholas N. Ybarra, P.E. Digitally signed by Nicholas N. Ybarra, P.E. Date: 2025.11.18 14:01:37 -07'00'

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HICKMAN CHERIE L (TR), 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:

> 825 Corey Creek Dr, more particularly described as Lot 82 (25200 Sq Ft), Block 6, Coronado Country Club Estates Subdivision, City of El Paso, El Paso County, Texas, PID #C801-999-0060-8000

to be $339.00, 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 25th day of April, 2024, 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 NINE AND 00/100 DOLLARS ($339.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODRIGUEZ ERIKA V 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:

> 957 Pecos River Dr, more particularly described as Lot 8, Block 1, Artcraft Estates Subdivision, City of El Paso, El Paso County, Texas, PID #A767-999-0010-0800

to be $366.00, 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 10th day of July, 2024, 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 SIX AND 00/100 DOLLARS ($366.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FUENTES FERNANDO & RUEDA BIANCA 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:

> 403 Dolan St, more particularly described as Lot S 1/2 Of 2 (2220 Sq Ft), Block 2, PASADENA #2, City of El Paso, El Paso County, Texas, PID #P577-999-0020-0900

to be $327.00, 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 11th day of July, 2024, 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 SEVEN AND 00/100 DOLLARS ($327.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, OCHOA ARMANDO, 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:

913 Luna St , more particularly described as Lot SLY PT OF 17 TO 20 (77.2 FT ON St- 100 FT ON S- 77.2 FT ON W-100 FT ON N) (7720.00 SQ FT), Block 92, East Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0920-5200

to be $432.75, 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 7th day of November, 2024, 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 THIRTY TWO AND 75/100 DOLLARS ($432.75) 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.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ENRIQUEZ GUADALUPE & SALDIVAR CRISTINA, 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:

> 5301 Rosa Ave, more particularly described as Lot 20 (3000 Sq Ft), Block 19, Brentwood Heights Subdivision, City of El Paso, El Paso County, Texas, PID #B724-999-0190-4600

to be $412.50, 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 24th day of June, 2024, 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 TWELVE AND 50/100 DOLLARS ($412.50) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RAMIREZ NOE A & LORETTA F, 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:

> 1421 Howze St, more particularly described as Lots 46 & 47 EXC ELY 20 FT (7025 SQ FT), Block 126, Government Hill Subdivision, City of El Paso, El Paso County, Texas, PID #G569-999-1260-8900

to be $344.00, 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 29th day of April, 2024, 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 00/100 DOLLARS ($344.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MORENO EMELIA 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:

> 3414 E Missouri Ave, more particularly described as Lots 24 & 25 (7000.00 Sq Ft), Block 59, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0590-8100

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 11th day of April, 2024, 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

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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WESTMOUNT ASSETS 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:

> 3026 Montana Ave, more particularly described as 95 EAST EL PASO E 5 FT OF 20 & N 105 FT OF 19 & N 105 FT OF W 10 FT OF 18 (4375 SQ FT), City of El Paso, El Paso County, Texas, PID #E014-999-0950-6700

to be $344.00, 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 17th day of October, 2024, 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 00/100 DOLLARS ($344.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ONTIVEROS ROBERTO, 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:

> 2628 Berwick Rd, more particularly described as Lot 6 (11550 Sq Ft), Block 10, Montclair #2 Replat Subdivision, City of El Paso, El Paso County, Texas, PID #M638-999-0100-4600

to be $405.50, 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 29th day of March, 2024, 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 FIVE AND 50/100 DOLLARS ($405.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, COWLEY DOYLE E & BERTHA 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:

> 657 La Paz Dr, more particularly described as Lot 9 (6300 Sq Ft), Block 21, Sageland Replat Subdivision, City of El Paso, El Paso County, Texas, PID #S029-999-0210-8900

to be $383.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of July, 2024, 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 THREE AND 00/100 DOLLARS ($383.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TRR 4133 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), Block 7, North Loop Gardens #1 Subdivision, City of El Paso, El Paso County, Texas, PID #N442-999-0070-1000

to be $424.00, 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 11th day of October, 2024, 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 FOUR AND 00/100 DOLLARS ($424.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FLORES GUADALUPE (LE) & AURELIANO & 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:

> 1129 Del Monte St, more particularly described as DEL NORTE HEIGHTS TR 15 (7000 SQ FT), City of El Paso, El Paso County, Texas, PID #D377-999-001A-2900

to be $344.00, 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 April, 2024, 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 00/100 DOLLARS ($344.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PARRA GUILLERMO & JUANITA, 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:

> 3017 Trawood Dr, more particularly described as Lot 1, Block 1, Parra Medical Complex Subdivision, City of El Paso, El Paso County, Texas, PID #P495-999-0010-0100

to be $325.00, 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 12th day of November, 2024, 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 FIVE AND 00/100 DOLLARS ($325.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ANYSPA GROUP 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:

> 3315 Hourigan Pl, more particularly described as Lot 14 (4859.70 Sq Ft), Block 8, Stanton Heights #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S619-999-0080-1400

to be $330.00, 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, 2024, 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 00/100 DOLLARS ($330.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODARTE ALFREDO, 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:

> 1025 Ranger Trail, more particularly described as RANGERS REST S 62.5 FT OF 26,City of El Paso, El Paso County, Texas, PID #R265-999-0010-9300

to be $324.00, 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 April, 2024, 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 FOUR AND 00/100 DOLLARS ($324.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, QUIJAS SALVADOR, 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:

> 933 Duskin Dr, more particularly described as Lot 111 (7000 Sq Ft), Loma Terrace #4-A TR Subdivision, City of El Paso, El Paso County, Texas, PID #L526-999-0010-1700

to be $505.00, 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 June, 2024, 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 FIVE AND 00/100 DOLLARS ($505.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RICE IMA 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:

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:

504 Eastland St, more particularly described as Lot W 120 Ft Of 1 4, Lomaland Subdivision, City of El Paso, El Paso County, Texas, PID#L600-999-0010-3300

to be $424.00, 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, 2024, 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 FOUR AND 00/100 DOLLARS ($424.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ ROSE 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:

> 1025 Gloria St, more particularly described as Lot 7 (6950 Sq Ft), Block 1, Alto Terrace #2 Subdivision, City of El Paso, El Paso County, Texas, PID #A500-999-0010-2500

to be $454.00, 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 17th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY FOUR AND 00/100 DOLLARS ($454.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ORTIZ JESUS M & LOURDES Z, 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:

> 1101 Macadamia Cir, more particularly described as Lot 7 1983 Cameo Desertwind 14x76 (5767.34 Sq Ft), Block 16, Pecan Grove #2 Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #P656-999-0160-0700

to be $498.00, 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 July, 2024, 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 EIGHT AND 00/100 DOLLARS ($498.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JMCG LEE TREVINO DR 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:

> 1458-A N Lee Trevino Dr, more particularly described as 158 VISTA DEL SOL #31 N 151.12 FT OF S 260 FT OF 1 (88580.50 SQ FT), City of El Paso, El Paso County, Texas, PID #V893-999-1580-0300

to be $330.00, 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 13th day of November, 2024, 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 00/100 DOLLARS ($330.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JAYME VIVIANA L, 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:

> 2301 Arizona Ave, more particularly described as Lot 1, Block 37, Cotton Subdivision, City of El Paso, El Paso County, Texas, PID #C849-999-0370-0100

to be $344.00, 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 4th day of April, 2024, 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 00/100 DOLLARS ($344.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RIVERA MARGARITA F & MARCE, 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:

> 3226 Frutas Ave, more particularly described as Lots 19 & W 1/2 of 18 (5250 Sq Ft), Block 20, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0200-5600

to be $344.00, 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 26th day of March, 2024, 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 00/100 DOLLARS ($344.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 1018 W Missouri Ave, more particularly described as Lot 9 & W 1/2 Of 8 (4500.00 Sq Ft), Block 14, Mundy Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M946-999-0140-2900

to be $325.00, 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 May, 2024, 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 FIVE AND 00/100 DOLLARS ($325.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

> 1300 E Paisano Dr, more particularly described as Lots 11 To 15, Block 72, Magoffin Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-0720-4600

to be $397.50, 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 29th day of March, 2024, 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 NINETY SEVEN AND 50/100 DOLLARS ($397.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SOTO PETRA V & 5, 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:

> 516 S Walnut St, more particularly described as Lot 111, Block 1, Bischoff Subdivision, City of El Paso, El Paso County, Texas, PID #B497-999-0010-7100

to be $385.00, 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 July, 2024, 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 FIVE AND 00/100 DOLLARS ($385.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SORIANO-WELSH ANA 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:

> 811 E Fourth Ave, more particularly described as Lot W 44.5 FT OF 1 (1157.00 SQ FT), Block 111, Campbell Subdivision, City of El Paso, El Paso County, Texas, PID #C050-999-1110-0100

to be $325.00, 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 31st day of October, 2024, 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 FIVE AND 00/100 DOLLARS ($325.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODRIGUEZ MARGARITA, 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:

> 3421 E San Antonio Ave, more particularly described as F PAYNE 10 & 11, City of El Paso, El Paso County, Texas, PID #P652-999-000F-6100

to be $574.00, 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 10th day of July, 2024, 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 FOUR AND 00/100 DOLLARS ($574.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TREX RE 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:

> 1905 Olive Ave, more particularly described as Lot 19 (3000 Sq Ft), Block 29, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0290-4600

to be $344.00, 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 17th day of October, 2024, 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 00/100 DOLLARS ($344.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RIVERA VICENTE T CASTANEDA ADOLFO, 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:

> 2008 Cypress Ave, more particularly described as B BASSETT 5 &
> E 3 FT OF 4 (3080 SQ FT), City of El Paso, El Paso County, Texas,
> PID #B202-999-000B-0400

to be $325.00, 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 July, 2024, 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 FIVE AND 00/100 DOLLARS ($325.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ GUSTAVO 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:

> 2122 Bassett Ave, more particularly described as 33 BASSETT 4 &
> 5 6000.00 SQ FT, City of El Paso, El Paso County, Texas,
> PID #B202-999-0330-0700

to be $373.00, 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 16th day of October, 2024, 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 SEVENTY THREE AND 00/100 DOLLARS ($373.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PEREZ RUBEN & CHAVES PATRICIA L & 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:

> 3218 Rivera Ave, more particularly described as Lot 20 (Exc E 1.70 Ft) & E 1/2 Of 21 (5012.00 Sq Ft), Block D, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-000D-2100

to be $442.00, 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 26th day of June, 2024, 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 TWO AND 00/100 DOLLARS ($442.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

> 3321 Rivera Ave, more particularly described as Lot 9 & E 1/2 Of 8 (5250 Sq Ft), Block 5, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0050-1400

to be $403.00, 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 4th day of June, 2024, 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 THREE AND 00/100 DOLLARS ($403.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VILLEGAS ROBERTO B, 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:

> 3405 Rivera Ave, more particularly described as Lot 3, Block 6, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0060-0500

to be $341.00, 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 11th day of July, 2024, 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 ONE AND 00/100 DOLLARS ($341.00) 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 _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

ATTACHMENT A

SOLID WASTE LIENS

December 16, 2025

Address	Owner of Record	Amount	District
825 COREY CREEK DR	HICKMAN CHERIE L (TR)	$339.00	1
957 PECOS RIVER DR	RODRIGUEZ ERIKA V M	$366.00	1
403 DOLAN ST	FUENTES FERNANDO & RUEDA BIANCA M	$327.00	2
913 LUNA ST	OCHOA ARMANDO	$432.75	2
5301 ROSA AVE	ENRIQUEZ GUADALUPE & 1	$412.50	2
1421 HOWZE ST	RAMIREZ NOE A & LORETTA F	$344.00	2
3414 E MISSOURI AVE	MORENO EMILIA S	$406.00	2
3026 MONTANA AVE	WESTMOUNT ASSETS INC	$344.00	2
2628 BERWICK RD	ONTIVEROS ROBERTO	$405.50	3
657 LA PAZ DR	COWLEY DOYLE E & BERTHA A	$383.00	3
538 EAST RD REAR	TRR 4133 INC	$424.00	3
1129 DEL MONTE ST	FLORES GUADALUPE (LE) & AURELIANO & 1	$344.00	3
3017 TRAWOOD DR	PARRA GUILLERMO & JUANITA	$325.00	6
3315 HOURIGAN PL	ANYSPA GROUP LLC	$330.00	6
1025 RANGER TRAIL	RODARTE ALFREDO	$324.00	7
933 DUSKIN DR	QUIJAS SALVADOR	$505.00	7
504 EASTLAND ST	RICE IMA J	$424.00	7
1025 GLORIA ST	MARTINEZ ROSE E	$454.00	7
1101 MACADAMIA CIR	ORTIZ JESUS M & LOURDES Z	$498.00	7
1458 A N LEE TREVINO DR	JMCG LEE TREVINO DR LLC	$330.00	7
2301 ARIZONA AVE	JAYME VIVIANA L	$344.00	8
3226 FRUTAS AVE	RIVERA MARGARITA F & MARCE	$344.00	8
1018 W MISSOURI AVE	CHAVEZ GUILLERMO & JOSIE I	$325.00	8
1300 E PAISANO DR	ZAPATA ALFREDO G	$397.50	8
516 S WALNUT ST	SOTO PETRA V & 5	$385.00	8
811 E FOURTH AVE	SORIANO-WELSH ANA M	$325.00	8
3421 E SAN ANTONIO AVE	RODRIGUEZ MARGARITA	$574.00	8
1905 OLIVE AVE	TREX RE LLC	$344.00	8
2008 CYPRESS AVE	RIVERA VICENTE T CASTANEDA ADOLFO	$325.00	8
2122 BASSETT AVE	MARTINEZ GUSTAVO R	$373.00	8
3218 RIVERA AVE	PEREZ RUBEN & CHAVEZ PATRICIA L & 1	$442.00	8
3321 RIVERA AVE	AVILA REBECCA C	$403.00	8
3405 RIVERA AVE	VILLEGAS ROBERTO B	$341.00	8

File #: 25-1460, **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.

All Districts
Office of the Comptroller, Margarita Marin, (915) 212-1174

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, be authorized to take all necessary actions to dissolve the El Paso Public Improvement District No. 1 (Thunder Canyon/District).

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

DEPARTMENT: Office of the Comptroller

AGENDA DATE: December 16, 2025

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Margarita Marin – DCFO-Comptroller – 915-212-1174

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 6: Set the Standard for sound governance and fiscal management

SUBGOAL: 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

APPROVE a resolution of the City of El Paso, Texas, dissolving the El Paso Public Improvement District No. 1 (Thunder Canyon/District).

BACKGROUND / DISCUSSION:

A resolution of the City of El Paso, Texas, dissolving the El Paso Public Improvement District No. 1 (Thunder Canyon/District), pursuant to Chapter 372 of the Texas Local Government Code; making findings as to the fulfillment of obligations and the final payment of debt; directing the City Manager to take all actions necessary to effectuate the dissolution; and establishing an effective date.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

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

DEPARTMENT HEAD: _____

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

A RESOLUTION OF THE CITY OF EL PASO, TEXAS, DISSOLVING THE EL PASO PUBLIC IMPROVEMENT DISTRICT NO. 1 (THUNDER CANYON/DISTRICT), PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS AS TO THE FULFILLMENT OF OBLIGATIONS AND FINAL PAYMENT OF DEBT; DIRECTING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE DISSOLUTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of El Paso, Texas (the "City") is authorized under Chapter 372 of the Texas Local Government Code (the "Act") to create a public improvement district within its corporate limits; and

WHEREAS, on July 21, 2006, certain property owners in the City, representing more than 50 percent of the appraised value and the area of the Property (the "Petitioners"), submitted and filed with the City Clerk of the City a petition (the "Petition") requesting the establishment of a public improvement district to include the property owned by the Petitioners and to be known as the El Paso Public Improvement District No. 1 (the "Thunder Canyon" or "District"); and

WHEREAS, the District's Petition included approximately 69.0246 acres owned by Petitioners, all of which is presently located within the corporate limits of the City of El Paso, Texas, comprised of a parcel of land being a portion of Tract 1E, H.G. Foster Survey No. 259, a portion of Mesa Hills Unit Four, a portion of Coronado Ridge Estates, a portion of Mesa Hills Unit Two and Celebration Point, City of El Paso, El Paso County, Texas (the "Property"). The Property is located between Stanton Street, Moondale Drive, and Sharondale Drive in El Paso, Texas; and

WHEREAS, the City Council of the City (the "City Council") investigated and determined that the facts contained in the Petition were true and correct; and

WHEREAS, after providing all notices required by the Act, the City Council on January 16, 2007, conducted a public hearing on the advisability of the improvements and services; and

WHEREAS, the City Council, by resolution approved on January 16, 2007, authorized the creation of the District in accordance with the Act for the purpose of establishing and creating the District (the "Enabling Resolution") to provide special supplemental services through the creation of a conservation easement for Thunder Canyon, as authorized by Chapter 372, Texas Local Government Code, and to undertake improvements necessary for the full development of the Property, including, but not be limited to the maintenance of Thunder Canyon in its natural state (referred to as the "District Improvements"); and

WHEREAS, Section 372.011 of the Act provides that a public improvement district may be dissolved by the municipality that created it upon determination that the purposes for which the District was created have been fulfilled and all debt incurred to finance the improvements has been fully paid; and

WHEREAS, Subsection 1(g) of the Enabling Resolution expressly provides that the District shall be dissolved by the City upon the final debt payment on the financing; and

WHEREAS, the City Council finds that, pursuant to the Service and Assessment Plan for the District adopted by Ordinance No. 016603 on April 17, 2007, and as confirmed by resolution approved by City Council on September 1, 2020, following the City's 2020 review of all costs and obligations associated with the authorized improvements of the District, all obligations have been satisfied and paid for in full as of August 14, 2020; and

WHEREAS, the City Council further finds that dissolution of the District is in the best interest of the City and the property owners within the District, and that all statutory requirements under the Act have been met.

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

Section 1. The findings set forth in the recitals of this Resolution are hereby determined to be true and correct and are adopted and made part of this Resolution. The City Council further finds that the conditions set forth in Subsection 1(g) of the Enabling Resolution have been satisfied and that dissolution of the El Paso Public Improvement District No. 1 (the "Thunder Canyon" or "District") in accordance with Section 372.011 of the Texas Local Government Code ("Code") is authorized.

Section 2. Pursuant to the authority of Subsection 1(g) of the Enabling Resolution approved by City Council on January 16, 2007 and consistent with Section 372.011 of the Code, the City Council hereby declares that the District is dissolved, effective upon the approval of this Resolution and until the completion of all required administrative actions.

Section 3. Any remaining funds in the District's account shall be applied to final eligible expenses, and any balance remaining thereafter shall be transferred to the City's General Fund or another appropriate City fund as permitted by law. All records of the District shall be archived and maintained by the City Clerk in accordance with the City's records retention policy and state law.

Section 4. The City Manager, or designee, is hereby authorized and directed to take all necessary actions to effectuate the dissolution of the District, including providing notice to affected property owners, the El Paso Central Appraisal District, and the El Paso Tax Assessor-Collector, and to file such documentation as may be required under state law.

Section 5. Upon dissolution, the District shall cease to exist as a public improvement district under Chapter 372 of the Texas Local Government Code, and all powers, duties, and assessments previously authorized for the District shall terminate.

Section 6. If any article, paragraph, clause or provision of this Resolution shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Resolution as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

APPROVED THIS ___ DAY OF _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Margarita Marin, Comptroller
Office of the Comptroller

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

Thunder Canyon PID 1

Margarita Marin, Deputy CFO - Comptroller

Strategic Plan Alignment

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

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

- *6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting*

Background

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

- Thunder Canyon is a property in the northwest foothills of the Frankin Mountains, District 1.
- Neighbors and open space advocates approached the City in efforts to buy and keep Thunder Canyon as open space.
- In July 2006, 57% of impacted property owners signed a petition in favor of a Public Improvement District (PID).
- In January 2007, El Paso Public Improvement District No. 1 was created by Council resolution.

Funding

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

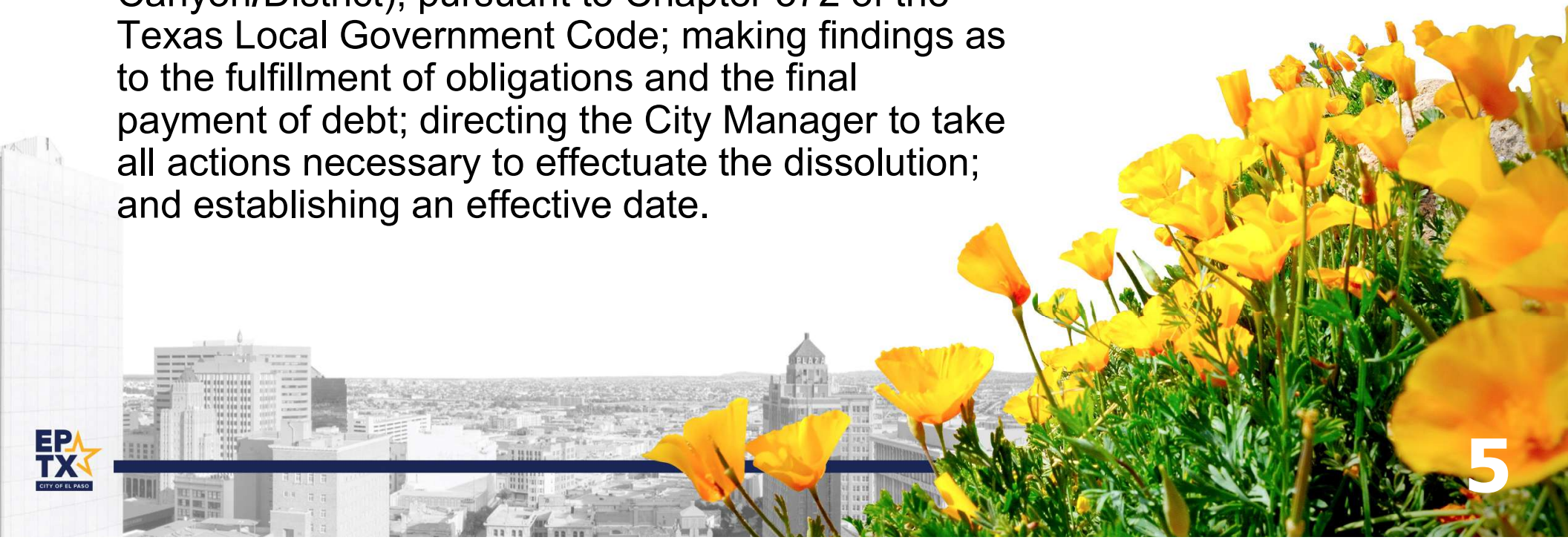
- Through the creation of the PID, the City acquired Thunder Canyon by issuing Special Assessment Revenue Bonds, Series 2007, and accepting donations from the El Paso Community Foundation.
- The bond was issued at par for $400,000 with a coupon rate of 4.79%
- The total amount of donations received was $14,851
- Last debt service payment made on August 14, 2020.
- No assessments have been levied since 2020.

Council Action

- Approve a resolution dissolving the El Paso Public Improvement District No. 1 (Thunder Canyon/District), pursuant to Chapter 372 of the Texas Local Government Code; making findings as to the fulfillment of obligations and the final payment of debt; directing the City Manager to take all actions necessary to effectuate the dissolution; and establishing an effective date.

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



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

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

6

MISIÓN

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

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

7

Icon Library

Department/Division

General

File #: 25-1444, **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
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property owned by the City of El Paso within the municipal limits of the City, said easement more particularly described as:

A Portion of Lot 1, Municipal Center Subdivision, An Addition to the City of El Paso, El Paso County, Texas, as recorded in Volume 24, Page 16, Plat Records of El Paso County, Texas.

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

DEPARTMENT: Capital Improvement

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Joaquin Rodriguez, AICP **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL:

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

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property owned by the City of El Paso within the municipal limits of the City, said easement more particularly described as:

A Portion of Lot 1, Municipal Center Subdivision, An Addition to the City of El Paso, El Paso County, Texas, as recorded in Volume 24, Page 16, Plat Records of El Paso County, Texas

BACKGROUND / DISCUSSION:

As part of the Traffic Management Center Upgrades project, the City is installing a new electrical service to serve the upgraded Traffic Management Center. El Paso Electric is requesting an easement in order to install the new transformer for the electrical service.

COMMUNITY AND STAKEHOLDER OUTREACH:

This project was part of the El Paso Metropolitan Planning Organization's public involvement for the 2045 Destino Metropolitan Transportation Plan (MTP) and the RMS 2050 MTP. The MPO hosted an on-demand, online visioning workshop in English and Spanish as well as two live virtual workshops (July 8, 2020 and July 13, 2020). The public comment period and the online workships were available from June 14, 2020 through July 19, 2020.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

NA

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NA

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Overhead Electrical Easement to accommodate an electrical transmission line to provide electrical power to property owned by the City of El Paso within the municipal limits of the City, said easement more particularly described as:

A Portion of Lot 1, Municipal Center Subdivision, An Addition to the City of El Paso, El Paso County, Texas, as recorded in Volume 24, Page 16, Plat Records of El Paso County, Texas.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E.
Deputy City Manager/City Engineer
Capital Improvement Department

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

OVERHEAD ELECTRICAL EASEMENT

For and in consideration of the sum of One Dollar and No/100 ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the **City of El Paso** (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an overhead electric system consisting of any and all necessary poles, cables, lines, wires, crossarms, guys and anchors for an above ground electric distribution and/or transmission system, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

> Portion of Lot 1, Municipal Center Subdivision, El Paso County, Texas and more particularly shown on Exhibits "A" which is attached hereto and incorporated herein for all purposes.

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

The term of this easement shall not exceed the maximum term allowable by applicable federal, state, local law rules and regulations including the FAA Grant Assurances. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

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

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

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Grantor or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Grantor to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.

Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO

Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
City Engineer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 20__ by **Dionne Mack** as **City Manager** of the **City of El Paso**.

Notary Public in and for
the State of Texas

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

GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Printed Name: Aurea D. Garcia
Title: Supervisor – Land Management

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

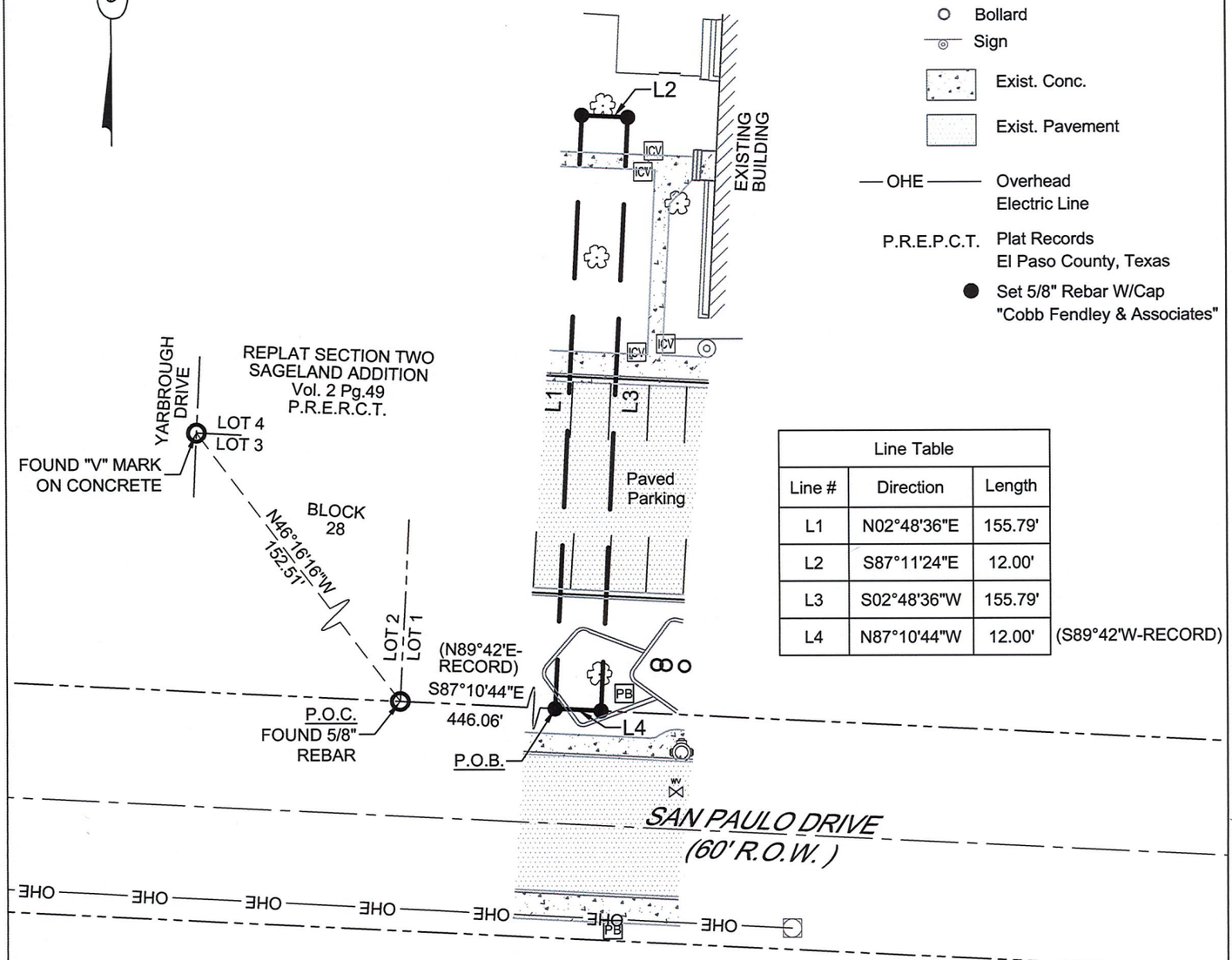
This instrument was acknowledged before me on the _____ day of _____, 20__ by **Aurea D. Garcia** as **Supervisor - Land Management** of **El Paso Electric Company,** on behalf of the El Paso Electric Company, a Texas corporation.

Notary Public in and for
the State of Texas

EXHIBIT "A"

MUNICIPAL CENTER SUBDIVISION
Vol. 24 Pg. 16
P.R.E.P.C.T.

LOT 1
(CITY OF EL PASO)



LEGEND

- PB — Telephone Pull Box
- WV — Fire Hydrant
- Water Valve
- Utility Pole
- Irrigation Control Valve
- Trees & Shrubs
- Bollard
- Sign
- Exist. Conc.
- Exist. Pavement
- —OHE— Overhead Electric Line
- P.R.E.P.C.T. Plat Records El Paso County, Texas
- Set 5/8" Rebar W/Cap "Cobb Fendley & Associates"

Line Table			
Line #	Direction	Length	
L1	N02°48'36"E	155.79'	
L2	S87°11'24"E	12.00'	
L3	S02°48'36"W	155.79'	
L4	N87°10'44"W	12.00'	(S89°42'W-RECORD)

NOTES:

1. Bearings are referred to Grid North, Texas Coordinate System - NAD 83, Central Zone - and were derived using GPS relative positioning techniques.
2. All distances shown hereon are grid distances, US Survey Feet, and may be converted to grid distances multiplying by 1.000231.
3. Bearings and distances shown are as measured in the field.
4. This survey was performed without the benefit of a title report. The surveyor did not research subject property title information and/or encroachments. There may be easements affecting this property which are not shown hereon.
5. Survey was completed on October 29, 2025.
6. This survey is accompanied by a metes and bounds description of even date.

Job No. 2502-058-01

CobbFendley
Texas Engineering Firm No. F-274
Texas Surveying Firm No. 10046700
11427 Rojas Drive, Suite B | El Paso, TX 79936
915.858.1892 | fax 915.858.1896 | www.cobbfendley.com

PLAT OF SURVEY

12' EL PASO ELECTRIC COMPANY EASEMENT
A PORTION OF LOT 1, MUNICIPAL CENTER SUBDIVISION, AN ADDICTION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS

DRAWING SCALE: 1"=40'

© copyright Cobb, Fendley & Associates, Inc.

RAUL VAQUERA
HQ 6139 | Lran #627769 | Ctb
RAB
Drawing File: E:\PROJECTS\2025\02058_EL_PASO_ELECTRIC\01_7969_SAN_PAULO\400_CAD\402_SURVEY\2502-058-01-7969 SAN PAULO.DWG

METES AND BOUNDS DESCRIPTION
12' EL PASO ELECTRIC COMPANY EASEMENT

Being a portion of Lot 1, Municipal Center Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat recorded in volume 24, page 16, Plat Records of El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar on the northerly right-of-way line of San Paulo Drive for the common southerly corner of said Lot 1, and Lot 2, Block 28, Replat Section Two Sageland Addition, according to the plat recorded in volume 2, page 49, **WHENCE**, a found chiseled "V" mark on the easterly right-of-way line of Yarbrough Drive for the common westerly corner of Lots 3 and 4, in said Block 28, bears N46°16'16"W, a distance of 152.51 feet; **THENCE**, S87°10'44"E (N89°42'E-Record), along said northerly right-of-way line of San Paulo Drive, a distance of 446.06 feet to a set set 5/8" rebar with cap stamped "Cobb Fendley & Associates" for the **POINT OF BEGINNING** of this description;

THENCE, N02°48'36"E, a distance of 155.79 feet to a set set 5/8" rebar with cap stamped "Cobb Fendley & Associates";

THENCE, S87°11'24"E, a distance of 12.00 feet to a set set 5/8" rebar with cap stamped "Cobb Fendley & Associates";

THENCE, S02°48'36"W, a distance of 155.79 feet to a set set 5/8" rebar with cap stamped "Cobb Fendley & Associates" on said northerly right-of-way line of San Paulo Drive;

THENCE, N87°10'44"W (S89°42'W-Record), along said northerly right-of-way line, a distance of 12.00 feet to the **POINT OF BEGINNING**, containing 0.0429 acres or 1,869 sq. ft. more or less.

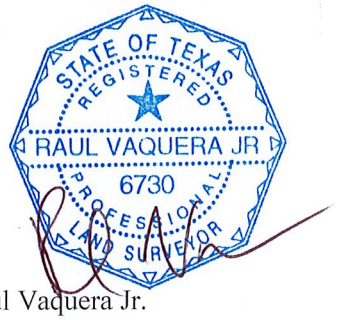
NOTES:

1. This description is accompanied by a survey plat of even date.

2. Bearings recited are referred to Grid North, Texas Coordinate System - NAD 83, Central Zone - and were derived using GPS relative position techniques. Distances are grid distances using a cobined scale factor of 0.999769053.

3. This description was performed without the benefit of a title report. There may be easements affecting this property which are not shown hereon.

Cobb, Fendley & Associates, Inc.



Raul Vaquera Jr.

Texas RPLS No. 6730

October 29, 2025

Job No. 2502-058-01

CobbFendley
Texas Engineering Firm No. F-274
Texas Surveying Firm No. 10046700
11427 Rojas Drive, Suite B | El Paso, TX 79936
915.858.1892 | fax 915.858.1896 | www.cobbfendley.com

METES & BOUNDS DESCRIPTION

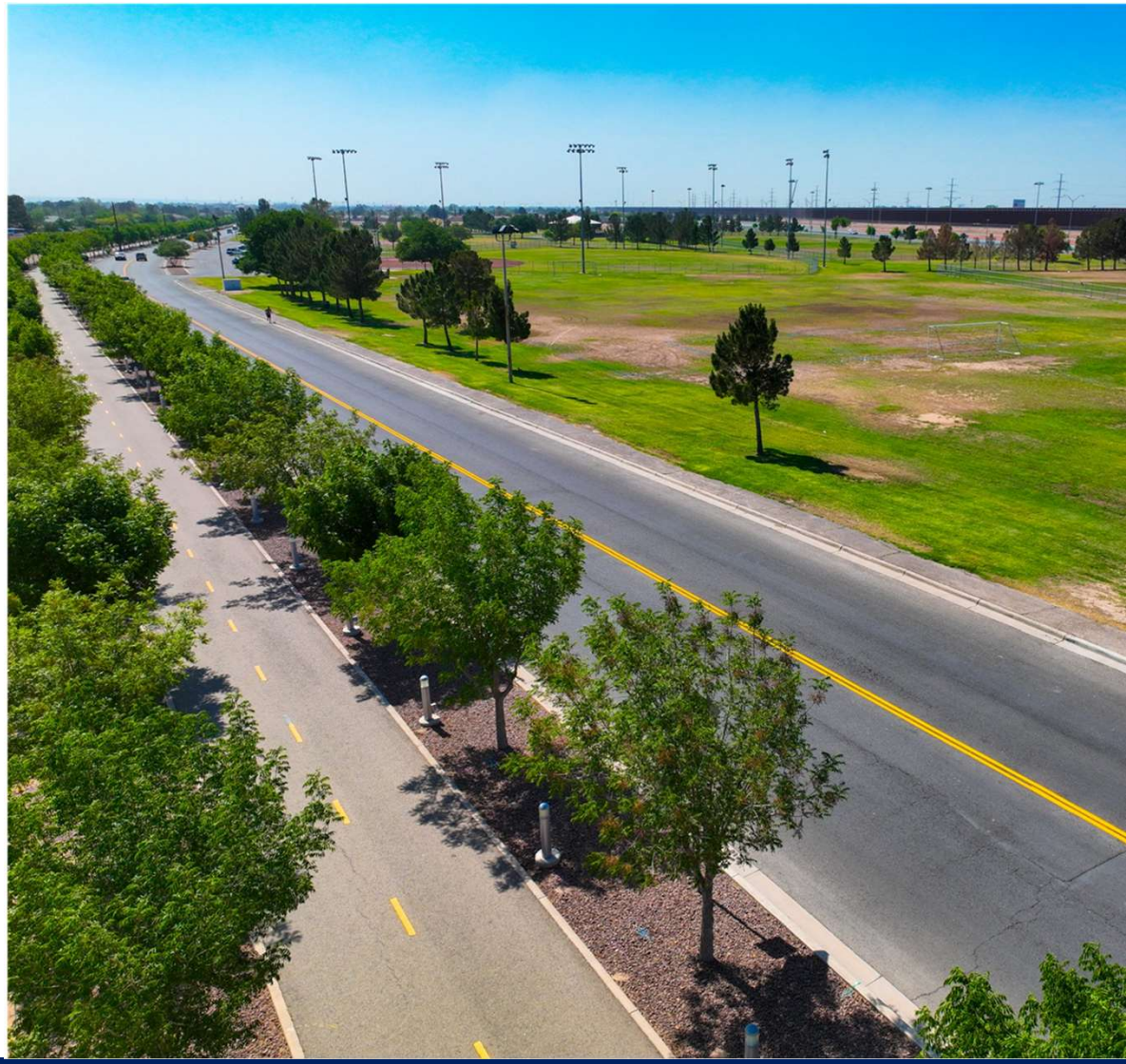
12' EL PASO ELECTRIC COMPANY EASEMENT
A PORTION OF LOT 1, MUNICIPAL CENTER SUBDIVISION, AN ADDICTION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS

copyright Cobb, Fendley & Associates, Inc.

Traffic Management Center Upgrades

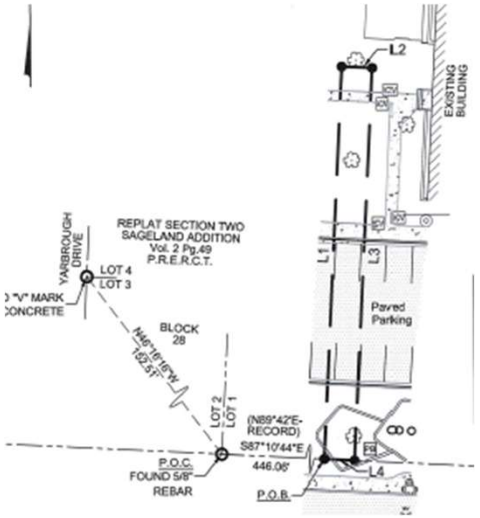
El Paso Electric Easement

December 16, 2025



El Paso Electric Easement

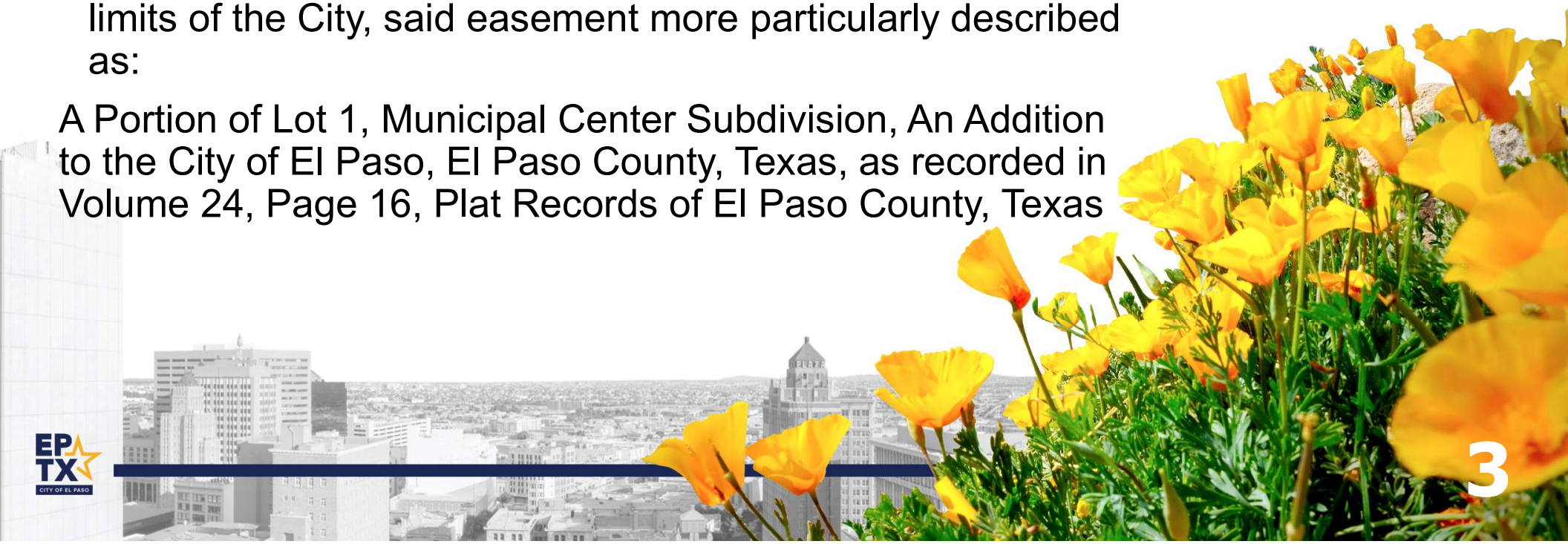
- As part of the Traffic Management Center Upgrades project, the City is installing a new electrical service to serve the upgraded Traffic Management Center. El Paso Electric is requesting a 12’x156’ easement in order to install the new transformer for the electrical service.



Recommendation

- That the City Manager, or designee, be authorized to sign an Overhead Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property owned by the City of El Paso within the municipal limits of the City, said easement more particularly described as:

A Portion of Lot 1, Municipal Center Subdivision, An Addition to the City of El Paso, El Paso County, Texas, as recorded in Volume 24, Page 16, Plat Records of El Paso County, Texas



MISSION

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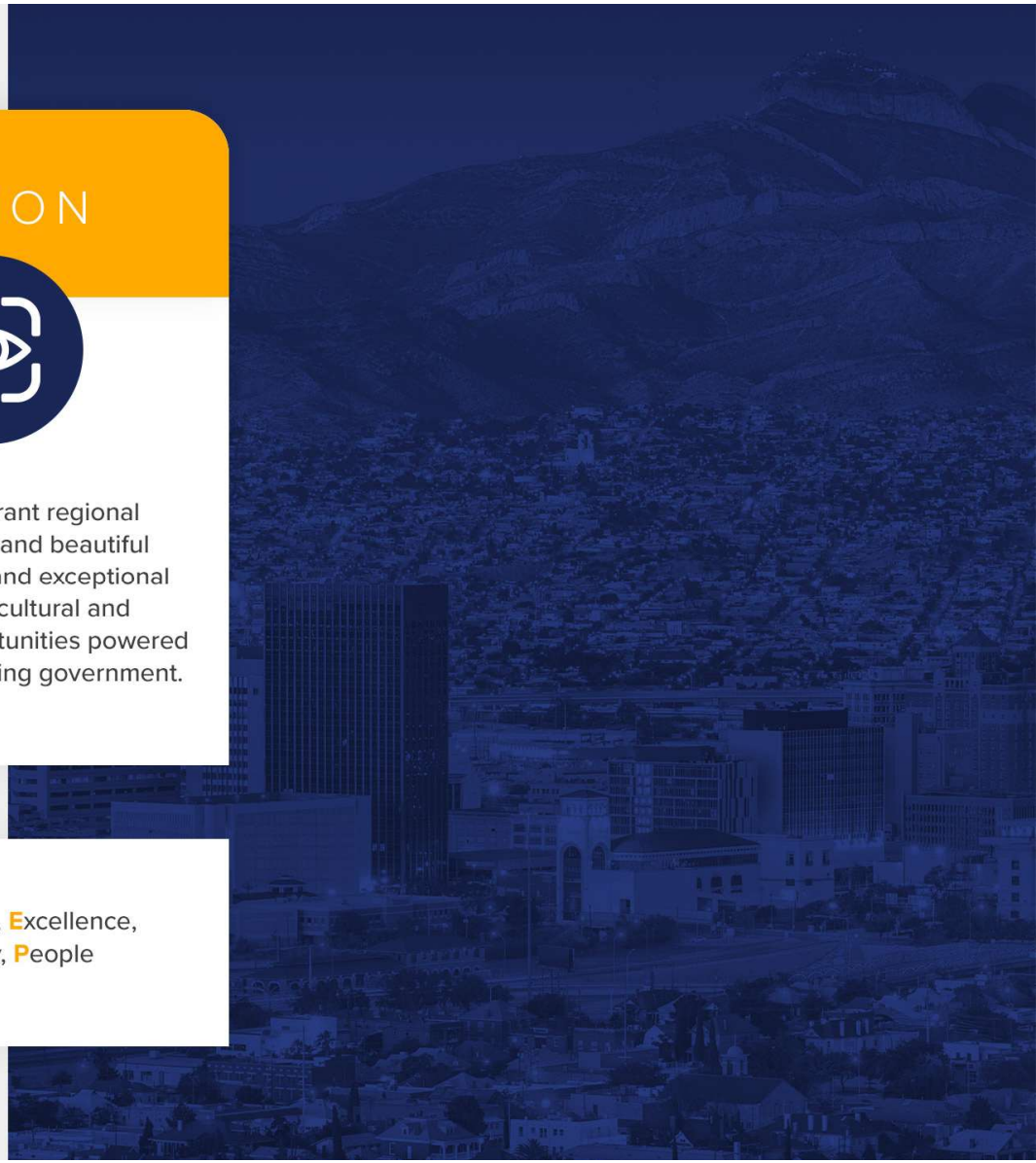
VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople



MISIÓN

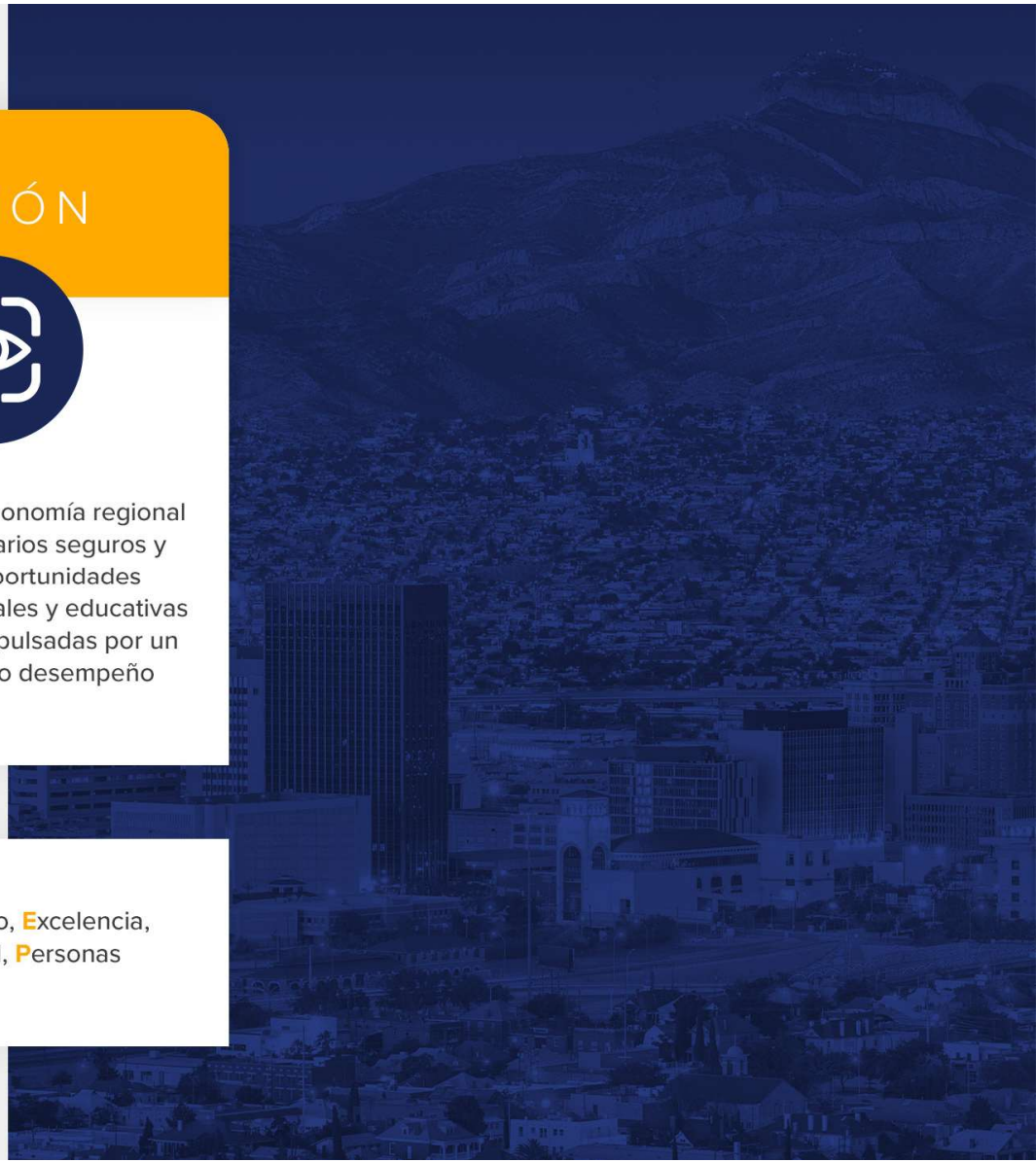
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

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, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



File #: 25-1468, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Members of the City Council, Mayor Renard U. Johnson, (915) 212-1021

AGENDA LANGUAGE:

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

Christopher Olivares to the Museums and Cultural Affairs Advisory Board by Mayor Renard U. Johnson.

Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	12/16/25
Name of Board	Museums and Cultural Affairs Advisory Board

Agenda Posting Language

Dr. Christopher Olivares to the Museums and Cultural Affairs Advisory Board by Mayor Renard U. Johnson.

Appointment Type	Regular

Member Qualifications

A person whose duties include the daily operations of the Museums and Cultural Affairs Advisory Board.

Nominee Name	Dr. Christopher Olivares
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted] El Paso TX [redacted]
Nominee Primary Phone Number	+1 (915) [redacted]
Residing District	District 8
City Employed Relatives	N/A

Board Membership

Museums and Cultural Advisory Board.

Real estate owned in El Paso County

N/A

Previous Appointee	Dr. Chris Olivares
Reason for Vacancy	Term Expired
Date of Appointment	12/16/25
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	Second Term

CHRISTOPHER HARTNETT OLIVARES D.O., M.Sc.

[redacted]
El Paso, TX [redacted]
(915) [redacted]

EDUCATION

July 2015-June 2020
John Stroger Jr. Hospital of Cook County, Chicago, IL
Urologic Surgery Residency

July 2011-May 2015
Texas College of Osteopathic Medicine, Fort Worth, TX
Doctor of Osteopathic Medicine with Honors
GPA: 4.0 Class Rank: 8 of 232

June 2010-May 2011
University of North Texas Health Science Center, Fort Worth, TX
Master of Science in Biomedical Sciences

August 2003-May 2007
Rensselaer Polytechnic Institute, Troy, NY
Bachelor of Science in Biomedical Engineering/Mechanical Engineering Concentration

HONORS & AWARDS

May 2013
TCOM President's Scholar
- Distinction given to TCOM students named to the Dean's List for each of the first 4 semesters

May 2013
Sigma Sigma Phi Academic Scholar Award
- Award given to SSP Honor's Society members that have achieved a cumulative GPA of 92.0% or greater after the first two years of medical education

October 2012 - May 2015
TCOM Research Honors Program
- Elective course offered to students in the Top 5% of the TCOM medical school class

October 2012 - May 2015
TCOM Global Health Honors Program
- Elective course offered to students in the Top 25% of the TCOM medical school class

March 2012 - May 2015
Sigma Sigma Phi Osteopathic Honors Society
- National Osteopathic Honors Fraternity united in scholastic excellence and community service

RESEARCH/PRESENTATIONS

May 2019
Northwestern Department of Urology Visiting Professor Presentation – Richard Santucci M.D.
- Case Presentation: Management of Complex Penile Condyloma and Urethral Stricture Disease

August 2015 - Present
Cook County Hospital Division of Urology Grand Rounds Presentations

- Management of Bladder Trauma (April 2019), Management of Locally Advanced and Oligometastatic Prostate Cancer (March 2019), Diagnosis and Management of Penile Cancer (January 2019), Hypogonadism and Testosterone Replacement Therapy – Utilization, Efficacy, and Safety (April 2018), Diagnosis, Evaluation and Treatment of Prostatism (July 2017)

May 2018
American Urological Association Annual Meeting - Poster Presentation

- Prostate cancer presentation, treatment selection, and outcomes among men with HIV/AIDS: A clinical stage, race, and age-matched contemporary analysis
- Pending submission for publication

January 2014 - May 2015
UNTHSC Department of Molecular Biology and Immunology, Fort Worth,TX

- Exploration of a specific microRNA as a potential diagnostic marker in metastatic prostate cancer

April 2012 - July 2012
Medical Student Summer Research Fellowship
UNTHSC Department of Pharmacology and Neuroscience, Fort Worth, TX

- Estrogen mediated enzymatic phosphorylation regulating mitochondrial fission

EMPLOYMENT
August 2020 – Current
Attending Urologic Surgeon
Rio Grande Urology, El Paso, TX

June 2007 - January 2009
Quality Manufacturing Engineer
Invisalign/Align Technology, Ciudad Juarez, MX & Santa Clara, CA

- Developed an efficient environmental monitoring program for the Invisalign manufacturing plant
- Developed internal and external data trending models which defined manufacturing issues
- Initiated and led cost savings projects that resulted in a net savings of $100,000/year

PROFESSIONAL ORGANIZATIONS, UNDERGRADUATE ACTIVITIES, & INTERESTS
Phi Kappa Phi Undergraduate Honors Society, previous AYSO Soccer Coach, and previous El Paso Border Relations/International Bridges Commissioner. Interests include: Traveling, art – paint, sculpture, architecture, and fashion, live performances – music, musicals, and comedy, authentic ethnic food, and sports. Circle of Support Member of the El Paso Museum of Art. Former member of the Museum of Contemporary Art of Chicago

File #: 25-1449, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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

Louis Sokol to the Bond Overview Advisory Committee by Representative Chris Canales, District 8.

Board Appointment Form

City Clerk's Office

Appointing Office	Chris Canales, District 8
Agenda Placement	Consent
Date of Council Meeting	12/16/25
Name of Board	Bond Overview Advisory Committee

Agenda Posting Language

Appointment of Louis Sokol to the Bond Overview Advisory Committee by Representative Chris Canales, District 8.

Appointment Type	Regular

Member Qualifications

Please see resume.

Nominee Name	Louis Sokol
Nominee Email Address	[redacted]@gmail.com
Nominee Residential Address	[redacted] El Paso, TX [redacted]
Nominee Primary Phone Number	+1 ([redacted]
Residing District	District 6
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	David Ortwein
Reason for Vacancy	Resigned
Date of Appointment	12/16/25
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	First Term

Louis Sokol

EXPERIENCE

Feedly Threat Intelligence – *Enterprise Account Executive* *May 2022 – Present*

El Paso, Texas

- Serving as a trusted advisor to over 80 Fortune 500 & Enterprise Accounts across technology, defense, finance, and consumer sectors.
- Specialize in Cyber Threat Intelligence use cases, aligning solutions to each client's security priorities including Vulnerability Management, Threat Hunting, and remediation.
- Trusted across all levels: CTO, CISO, Directors, Security Architects, and Cybersecurity Analysts.
- Managing the full inbound sales cycle, from initial outreach through close, across Fortune 500 and global organizations.
- Guide clients through proofs of concept, optimizing user adoption, activation, and retention via training sessions and health checks.
- Own procurement workflows, including risk assessments, security reviews, and legal negotiations.

Achievements

- Generating over **$1.8M in new business and upsells** annually.
- Consistently exceeded sales quota for 3 consecutive years.

Google Cloud – *Technical Account Manager* *September 2021– May 2022*

Dallas, Texas

- Partnered with Google Cloud customers to drive strategic infrastructure modernization and data analytics initiatives.
- Coordinated cross-functional teams and engaged directly with customers to deliver exceptional experiences, overseeing event management, feature requests, and bug resolution.

Bridgewater Associates – *Jr. Product Manager* *July 2018 – September 2021*

Westport, Connecticut

- Coordinated a multi-year, multi-cloud migration (Azure, Atlassian, Salesforce) by partnering with business managers to define requirements and collaborating with engineers to deliver on business goals.
- Worked with CEO- and CIO-level executives at Bridgewater's largest clients to guide them in using the platform, simplifying complex technical material into clear and concise explanations.
- Served as a trusted partner to critical managers, analysts, and sales teams, driving technology transformation by keeping developers and product teams focused on achieving business objectives.
- Empowered sales teams to extract client insights that helped close multi-million-dollar deals by designing flexible, reusable Salesforce dashboards to visualize complex user data.

Achievements

- Successfully restored a strained relationship between Bridgewater's Analyst and Technology teams by partnering with key managers and engineers to resolve longstanding productivity issues, saving thousands of work hours.
- Promoted from IT Technical Support to Junior Product Manager in recognition of strong performance and impact.

NASA – *Software Engineer Intern* *June 2017 – August 2017*

Cape Canaveral, Florida

- Developed a note-taking Android app for Mission Managers to track notes and tasks, improving organization and workflow efficiency.
- Designed and presented two prototypes for an internal web application used by multiple offices to report updates and approvals for launches.

Harvard University – *Network Technician Intern* *January 2017 – April 2017*

Cambridge, Massachusetts

- Ensured uninterrupted connectivity across Harvard's Cambridge campus by patching and maintaining redundant fiber connections, enhancing network reliability and performance.

EDUCATION

Bachelor of Science in Computer Science _ *Wentworth Institute of Technology* *December 2021*

Boston, Massachusetts

CERTIFICATIONS

Professional Cloud Architect – *Google Cloud* *December 2021*

SKILLS

- **Security & Monitoring:** Wiz, Splunk, Feedly Threat Intel
- **Data Visualization:** Tableau, Power BI
- **Cloud Platforms:** Google Cloud Platform (GCP)
- **CRM & ITSM:** Salesforce, ServiceNow, Atlassian
- **Other:** Proficient in scripting and API integrations

File #: 25-1471, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

AGENDA LANGUAGE:

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

Alfonso Jurado Jr. to the Fair Housing Task Force by Representative Deanna Maldonado-Rocha, District 3.

Board Appointment Form

City Clerk's Office

Appointing Office	Deanna Maldonado-Rocha, District 3
Agenda Placement	Consent
Date of Council Meeting	12/16/25
Name of Board	Fair Housing Task Force

Agenda Posting Language

Appointment of Alfonso Jurado Jr. to the Fair Housing Task Force by Representative Deanna Maldonado-Rocha, District 3

Appointment Type	Regular

Member Qualifications

See resume.

Nominee Name	Alfonso Jurado Jr.
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted] El Paso, Texas, [redacted]
Nominee Primary Phone Number	+1 (915) [redacted]
Residing District	District 3
City Employed Relatives	N/A

Board Membership

Building and Standards Commission

Real estate owned in El Paso County

N/A

Previous Appointee	vacant
Reason for Vacancy	
Date of Appointment	12/16/25
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	First Term

Al Jurado Jr. Broker/ Owner

Serving El Paso since 1989

Alfonso Jurado Jr (Al) . has served on numerous

Alfonso Jurado Jr. Professional Experience:

- Chairman of the Texas Association of Realtors Political Involvement Committee, representing 16 districts in Texas.
- Member of the Texas Association of Realtors Political Involvement Committee for the state of Texas, representing El Paso, TX.
- Chairman of the Greater El Paso, Texas Associated Realtors Political Affairs Committee.
- Chairman of the El Paso Association Property Management Committee.
- Member of the Professional Standards Committee for the Texas Association of Realtors.
- Member of the Grievance Committee for the Texas Association of Realtors.
- Member of the Texas Association of Realtors Nominating Committee.
- Commissioner for the Building and Standard Committee, City of El Paso, Texas.
- Chairman of the Building and Standards Committee.
- Member of the El Paso, Texas, city emergency response team (CERT).

Education:

- Graduate of the Border Patrol Citizens Academy.
- Graduate of the El Paso Police Department Police Officer course.
- FBI Law Enforcement Course
- El Paso Community College Associate Degree
- University of Texas, El Paso Bachelor's.
- El Paso Real Estate Academy
- Pricing Strategy Advisor (PSA) certification
- Seller Representative Specialist (**SRS**) **designation**

Community Involvement:

- Member of Court Appointed Special Advocates for the city of El Paso.
- Founder of the El Paso Back-to-School Supply Program for Needy Children.

Professional Affiliations:

- Broker and Owner of Anycasa Realty, El Paso Real Estate Company, and Government Home Realty.

Member of the United States Army 5th 52nd Special Troops. committees throughout his career, including:

- Chairman of the Texas Association of Realtors Political Involvement Committee, representing 16 districts in Texas.
- Member of the Texas Association of Realtors Political Involvement Committee for the state of Texas, representing El Paso, TX.
- Chairman of the Greater El Paso, Texas Associated Realtors Political Affairs Committee.
- Chairman of the El Paso Association Property Management Committee.
- Member of the Professional Standards Committee for the Texas Association of Realtors.
- Member of the Grievance Committee for the Texas Association of Realtors.
- Member of the Texas Association of Realtors Nominating Committee.
- Commissioner for the Building and Standard Committee, City of El Paso, Texas.
- Chairman of the Building and Standards Committee.
- Member of the El Paso, Texas city emergency response team (CERT).
- Graduate of the Border Patrol Citizens Academy.
- Graduate of the El Paso Police Department Police Officer course.
- Member of Court Appointed Special Advocates for the city of El Paso.
- Founder of the El Paso Back to School Supply Program for Needy Children.
- Broker and Owner of Anycasa Realty, El Paso Real Estate Company, and Government Home Realty.
- Member of the United States Army 5th 52nd Special Troops.

Summary:

Al Jurado Jr. is a dedicated professional with extensive experience in real estate and community involvement. As the Chairman of multiple committees within the Texas Association of Realtors, Al has demonstrated strong leadership and commitment to representing the interests of Texas Realtors. His educational background includes graduating from the Border Patrol Citizens Academy and the El Paso Police Department Police Officer course. Alfonso is also actively involved in community service, founding the El Paso Back to School Supply Program for Needy Children and serving as a member of Court Appointed Special Advocates for the city of El Paso. Additionally, he is the Broker and Owner of Anycasa Realty, El Paso Real Estate Company, and Government Home Realty, showcasing his entrepreneurial spirit and dedication to the real estate industry

File #: 26-0005, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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Members of the City Council, Representative Lily Limón, (915) 212-0007

AGENDA LANGUAGE:

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

Joseph Gaskins to the City Accessibility Advisory Committee by Representative Lily Limón, District 7.

Board Appointment Form

City Clerk's Office

REVISED
8:07 am, Dec 08, 2025

Appointing Office	Lily Limón, District 7
Agenda Placement	Consent
Date of Council Meeting	12/16/25
Name of Board	City Accessibility Advisory Committee

Agenda Posting Language

Appointment of Joseph Gaskins to the City Accessibility Advisory Committee by Representative Lily Limón.

Appointment Type	Regular

Member Qualifications

Paraplegic for 40 years, I've lived in different cities across the country. Traveled extensively to Europe, Asia, and South America. Was Pres. and CEO for nonprofit advocacy org which had 50,000+ members. Founded Call Me Able Foundation here in El Paso to support disabled youth activities.

Nominee Name	Joseph Gaskins
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 1
City Employed Relatives	N/A

Board Membership

Past member of the Open Space Advisory Board

Real estate owned in El Paso County

N/A

Previous Appointee	Vacant
Reason for Vacancy	Term Expired
Date of Appointment	12/16/25
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	First Term

JOSEPH GASKINS

[redacted]

PROFESSIONAL SUMMARY

Accomplished “C” level executive from wireless and non-profit industries consistently recognized for performance and achievement excellence. Innovative problem solving, successful strategic implementation, a proven business leader with special capabilities to build teams and consensus in a variety of business settings. Persistent leader eager to lead and grow organizations. Skilled in strategic planning, problem-solving, and communication with good understanding of business principles, project management and team leadership. Collaborative with relentless work ethic.

SKILLS

- Business Development
- Strategic Partnerships
- Strategic Visioning
- Customer Relations
- Fundraising
- Stakeholder Communication
- Operations Management
- Stakeholder Relations
- Partnership Development

WORK HISTORY

02/2023 to Current **CO-FOUNDER**

CALL ME ABLE – El Paso, TX

- Oversaw financial management activities such as budgeting, forecasting, and cash flow monitoring for improved financial stability.
- Ensured compliance with industry regulations while always maintaining ethical business practices.
- Created organization's mission and vision statements for use by employees.
- Bolstered the company’s reputation and trust by maintaining high ethical standards and transparency in all dealings.
- Pioneered adoption of remote work policies, ensuring business continuity during challenging times.

01/2013 to 01/2017 **President and CEO, Vice President Strategic Development**

UNITED SPINAL ASSOCIATION – New York, NY

- Implemented operational makeover and developed new strategies for improved organizational performance
- Advocated on the "Hill" with Senators, Representatives, and their staffs on issues of importance for the Spinal Cord Injury (SCI) community
- Worked with NYC MTA on RFP for yellow cab requirement for wheelchair accessibility
- Served as Vice President Strategic Development, creating a development program for fundraising.

01/2009 to 01/2011 **Vice President Carrier Solutions**
GRID NET INCORPORATED – San Francisco, CA

- Established, coordinated, and managed alliances and activities across carrier partners and sales channels for M2M (smart grid) platform developer.

01/2004 to 01/2009 **Business Development for Network Deployment**
CLEARWIRE CORPORATION – Kirkland, WA

- Developed and managed relationships between Clearwire and public partners to facilitate network development and deployment
- Implemented strategies for new product offerings and won nation's first municipal sponsored WiMAX deployment.

01/2002 to 01/2004 **SABBATICAL** – Bellevue, WA

- Took a sabbatical to travel and participate in philanthropic projects.

01/1999 to 01/2002 **Co-founder, President**
CONNECTBID LLC – Bellevue, WA

- Developed and executed strategic acquisition activities
- Sold remaining assets in the company to AT&T for $46M.

01/1997 to 01/1999 **Director of Special Projects**
EAGLE RIVER INVESTMENTS – Kirkland, WA

- Project managed investment and partner activities on behalf of Eagle River Investments.

01/1996 to 01/1997 **National Sales Manager**
AT&T WIRELESS – Kirkland, WA

- Developed strategy and managed sales activity for AT&T Wireless' national sales effort for CDPD product with public safety opportunities.

EDUCATION

MBA in Marketing, BS in Finance
SANTA CLARA UNIVERSITY - Santa Clara, CA

PROFESSIONAL ATTRIBUTES

Well organized, excellent communicator and public speaker. Leadership qualities applied consistently and in a timely manner, respectful of diverse staff opinions., Highly competent negotiator. Able to manage and succeed with complex projects and directives. Foresight of industry trends and anticipation of consequential impact on business operations.

REFERENCES

References, Board Positions, Government Committees served are available on request.

AFFILIATIONS

- El Paso Chamber
- InfraGard

File #: 26-0006, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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Members of the City Council, Representative Lily Limón, (915) 212-0007

AGENDA LANGUAGE:

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

Kim Reagan to the City Plan Commission by Representative Lily Limón, District 7.

Board Appointment Form

City Clerk's Office

Appointing Office	Lily Limón, District 7
Agenda Placement	Consent
Date of Council Meeting	12/16/25
Name of Board	City Plan Commission

Agenda Posting Language

Appointment of Kim Reagan to the City Plan Commission by Representative Lily Limón.

Appointment Type	Regular

Member Qualifications

As a Commercial Realtor, I have seen the city change and develop. I would like to help in the planning of the city. I can demonstrate a commitment to serving the entire community, have relevant skills, a strong will to learn, and can maintain a fair, objective, and open-minded approach to complex issues.

Nominee Name	Kim Reagan
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 7
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	Jose Reyes
Reason for Vacancy	Term Expired
Date of Appointment	12/16/25
Term Begins On	05/02/25
Term Expires On	05/01/27
Term	First Term

Kim Reagan, CCIM

Professional Summary

Dynamic **CCIM-designated Commercial Realtor & Property Manager** with over **20 years of experience** in the El Paso market. Known for being energetic, organized, and highly responsive, Kim delivers exceptional results through her expertise in commercial property management, leasing, and investment sales. As Treasurer for the Greater El Paso CCIM Chapter, she exemplifies leadership and integrity within the commercial real estate community.

Core Competencies

Commercial & Private Property Management • Leasing & Investment Sales • Financial & Market Analysis • Tenant Relations & Retention • Budget Oversight & Reporting • Contract Negotiation • Marketing & Technology Integration • Team Leadership & Client Service

Professional Experience

Priority One Real Estate – El Paso, TX
Property Manager & Realtor | May 1999 – Present

• Manage a diverse portfolio of retail, office, and medical properties, including government-agency spaces.
• Oversee day-to-day operations, tenant communications, leasing, maintenance coordination, and financial reporting.
• Use modern property-management systems (e.g., online portals & project-reporting software such as Buildium-type platforms).
• Leverage **social media marketing** and **digital listing platforms** (LoopNet, Realtor.com, company site) to expand property exposure.
• Provide clients with detailed financial analysis, budget projections, and ROI insights.

Greater El Paso CCIM Chapter
Treasurer & Luncheon Co-Chair | 2025 – Present

• Oversee chapter financials, reporting, and budgeting.
• Co-chair industry luncheons and networking events.
• Promote education and professional development among local CRE professionals.

Portfolio Highlights

Retail Properties: Manage 3 shopping strips; assist business owners in leasing and expanding retail spaces.
Office Buildings: Manage 2 multi-tenant office complexes, providing strategic tenant placement and property optimization.
Medical Facilities: Manage 5 medical office properties with special attention to regulatory compliance and custom tenant needs.

Education

University of Texas at El Paso
Bachelor's Studies in Business Administration | Emphasis in Real Estate & Finance

Professional Affiliations

• Certified Commercial Investment Member (CCIM) – Designee
• Greater El Paso CCIM Chapter – Treasurer & Luncheon Co-Chair
• El Paso Association of Realtors – Member

Technology & Marketing Tools

Property Management Software (Buildium-style platforms, online portals)
Microsoft Office Suite & Google Workspace
Social Media Marketing (LinkedIn, Facebook)
LoopNet, Realtor.com, Priority One Website Listings

File #: 26-0035, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Members of the City Council, Representative Lily Limón, (915) 212-0007

AGENDA LANGUAGE:

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

Noemi Herrera Rojas as a Regular Member to the Fair Housing Task Force by Representative Lily Limón, District 7.

Board Appointment Form

City Clerk's Office

Appointing Office	Lily Limón, District 7
Agenda Placement	Consent
Date of Council Meeting	12/16/25
Name of Board	Fair Housing Task Force

Agenda Posting Language

Noemi Herrera Rojas as a Regular Member to the Fair Housing Task Force by Representative Lily Limón, District 7..

Appointment Type	Regular

Member Qualifications

Noemi Herrera Rojas has a B.A. from the University of Texas at El Paso (1999). She has a distinguished career as a news journalist, public relations expert, as well is a marketing and advertising professional. For the last 12 years, she has managed community engagement programs for agencies like TxDOT and El Paso Water.

Nominee Name	Noemi Herrera Rojas
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted] El Paso, Texas [redacted]
Nominee Primary Phone Number	+1 (915[redacted]
Residing District	District 7
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	N/A
Reason for Vacancy	Term Expired
Date of Appointment	12/16/25
Term Begins On	05/01/23
Term Expires On	04/30/26
Term	Unexpired Term

[redacted]

Noemi Herrera Rojas

Community Engagement Manager

El Paso Water

October 20, 2025, to Present

Develop and implement water utility outreach strategies to build and maintain strong relationships with community groups and leaders, local influencers, neighborhood associations, and customers to build trust. Manage community outreach and engagement programs and staff. Oversee a speakers' bureau, sponsorship programs, public events, open houses, facility tours, and the like. Develop presentations and written materials. Represent the utility at community meetings to include boards and neighborhood associations. Oversee outreach and educational programs designed for the community with the goal of increasing understanding of the utility, its services and mission. Write proposals and briefings for potential or continuing partners. Develop and implement policies, such as standard operating procedures and protocols for community engagement. Foster trust between the utility and the local community.

Section Manager, Public Engagement and Communications

HNTB Corporation

2015 – current

Directed teams of project managers, engineers, and planners in crafting and executing high-impact strategic communications plans to engage stakeholders, build alliances, and fulfill complex state and federal mandates. Supported multi-million-dollar infrastructure projects across the El Paso region, Southern New Mexico, and Central Texas. Managed and led a dynamic engagement team skilled in client relations, stakeholder engagement, presentations, and public outreach. Excelled in managing inquiries, facilitating events, producing videos, and launching strategic initiatives. Known for driving collaboration, ensuring excellence, and delivering measurable results.

Director of Communications and Synapse Founding Editor

Medical Center of the Americas Foundation

2010 – 2015

Launched a self-sustaining communications program for a fledgling nonprofit. The program bolstered public relations and stakeholder engagement. Programmatic milestones: 1) *Synapse*, a

monthly publication spotlighting the region's biomedical institutions and leaders; *Synapse* launched in 2011 with an editorial charter and board. By late 2014, it had 2,100 subscribers and $30,000 in annual sponsorships. 2) *The Tummy Doctor*, a live weekly health radio call-in show on NPR affiliate 88.5 FM, that featured local, worldclass gastroenterologist. 3) BIOMED, a regional life sciences conference that generated surplus revenue and significantly elevated visibility of the nonprofit.

Senior Public Relations Specialist, Life Sciences

University of Missouri-Kansas City
2005 – 2007
Delivered strategic PR support to deans of the School of Medicine, Nursing, Pharmacy, Dentistry, and Biological Sciences. In partnership with leadership, developed communications plans, led story development, coordinated events, and secured news media coverage. Provided faculty with in-person training designed to help them better engage with news reporters, served as a member of the university's crisis communications team, and conducted market research via focus groups and surveys. Built external partnerships to elevate the university's life sciences programs and produced a promotional video highlighting the academic units.

EDUCATION AND SKILLS

Bachelor of Arts in Mass Communication
University of Texas at El Paso, 1999

Study Abroad
Instituto Tecnológico y de Estudios Superiores de Monterrey, Querétaro, Summer 1999

Technical Skills
Adobe Acrobat, Photoshop, InDesign
Microsoft Word, Excel, PowerPoint, Outlook, Teams
SharePoint, CRM, Zoom, Cisco Webex, ADA accessibility of digital documents

EXTENDED PROFESSIONAL BACKGROUND

Journalist, Kansas City Star, 2003-2005
Covered news coming out of the Olathe School District. The district was the third largest in the state of Kansas at the time. Stories included school board elections, financial stories, classroom technology, the "No Child Left Behind" law, and human-interest stories. Occasionally, worked weekends covering general news coming out of the Kansas City,

Missouri metro area. Weekend stories included a variety of topics, such as healthcare, major city events, and immigration. Stories were licensed for national syndication.

Copywriter & Proofreader, Sanders/Wingo Advertising, 2001-2003
Wrote and edited scripts for TV, video, and radio. Produced content for press releases, as well as full-length advertorials printed in trade publications. Worked in collaboration with graphic designers and the assigned account manager. Helped produce brochures, billboards, direct mailers, advertisements for print, business letters, and more. Teamwork involved brainstorming sessions and collaborating to develop the most creative and memorable campaigns for clients. Clients included the University of Texas at El Paso.

Journalist, St. Cloud Times, 2000-2001
Covered the healthcare and families beat. Stories included human-interest stories and feature stories, as well as hard news about the local hospital system and medical tourism. Localized national stories and developed enterprise story packages, including a three-day series on local senior healthcare issues. The series required travel to Canada and roundtable discussions with senior citizens. Several stories were posted to the national wire and published in papers around the country

PROFESSIONAL AFFILIATIONS AND VOLUNTEER WORK

Certifications

- Management Training in Consent Building Strategies
- Institute for Participatory Management & Training

Citizens Advisory Committee, Chairperson, for the City of El Paso, Mass Transit Department, 2015-2020

Poster Presenter at the Transportation Research Board, 96th Annual Meeting, 2017

Board Member for the National Science Communication Institute, 2014-2016

Event Planning Board Member for the Office of Texas Senator Jose Rodriguez, 2013

PR Specialist and Writer, Volunteer, for Las Americas Immigrant Advocacy Center, 2007-2010

File #: 26-0036, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

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

Howard Goldberg to the Public Service Board Selection Committee by Representative Alejandra Chávez, District 1.

Board Appointment Form

City Clerk's Office

Appointing Office	Alejandra Chávez, District 1
Agenda Placement	Consent
Date of Council Meeting	12/16/25
Name of Board	Public Service Board Selection Committee

Agenda Posting Language

Howard Goldberg to the Public Service Board Selection Committee by Representative Alejandra Chavez, District 1

Appointment Type	Regular

Member Qualifications

Born and raised in El Paso, Texas, Howard Goldberg has served as President of Supreme Laundry and Cleaners for over 25 years, leading its industrial, commercial, and laundromat operations across the city. His long experience in the laundry sector has given him practical expertise in water use and efficiency. He is active in several community and industry organizations and is the proud father of three and grandfather of two.

Nominee Name	Howard Goldberg
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted] El Paso, TX [redacted]
Nominee Primary Phone Number	+1 [redacted]
Residing District	District 1
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

717 River Elms Ct. El Paso, TX 79922
Owns real estate through many different companies, including:
-El Paso BS Company
-River Elms LLC
-Elsa Dubin LLC
and other partnerships

Previous Appointee	Edward Houghton V
Reason for Vacancy	Resigned
Date of Appointment	12/16/25
Term Begins On	12/16/25
Term Expires On	12/16/29
Term	First Term

Born and raised in El Paso, Texas, Howard Goldberg has served as President of Supreme Laundry and Cleaners for over 25 years, leading its industrial, commercial, and laundromat operations across the city. His long experience in the laundry sector has given him practical expertise in water use and efficiency. He is active in several community and industry organizations and is the proud father of three and grandfather of two.

File #: 26-0037, **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.
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Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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Paul Andrew de la Peña to the Capital Improvements Advisory Board by Representative Chris Canales, District 8.

Board Appointment Form

City Clerk's Office

Appointing Office	Chris Canales, District 8
Agenda Placement	Consent
Date of Council Meeting	12/16/25
Name of Board	Capital Improvements Advisory Committee

Agenda Posting Language

Paul Andrew de la Peña to the Capital Improvements Advisory Board by Representative Chris Canales, District 8.

Appointment Type	Regular

Member Qualifications

Paul has extensive experience in public administration, economic development, and government relations to adequately serve on the Capital Improvements Advisory Baord.

Nominee Name	Paul Andrew de la Peña
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted] El Paso, [redacted]
Nominee Primary Phone Number	+1 (915) [redacted]
Residing District	District 8
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	Duane Murphy
Reason for Vacancy	Removed
Date of Appointment	12/16/25
Term Begins On	10/29/25
Term Expires On	10/28/28
Term	First Term

Paul Andrew de la Peña, MA, BA, PMPC

[redacted]

Objective

Seeking a challenging full-time position in the field of public service administration, government relations, public relations, political relations, operations, communications, or economic development. Currently served in 33 states across the United States and in Eastern and Western Europe.

Summary of Qualifications

Completed over 200 university credit hours conferring a full-range of education, project management, administration, economics, and computer literacy. Dependable, self-motivated and a quick learner. Knowledgeable of Spanish and Italian languages. Strong verbal and written communication skills.

Advanced Skills, CRM's, Software

Management/Organizing/People Management: Microsoft 365, Vizeo, Sharepoint, Hirevue, NGP, VAN, Mini VAN, Help Scout, Spoke, Reach, Talk Thru, Votebuilder, Hustle, Paychex Flex

Project Management/Finance: Asana, SEM Rush, Basecamp, Airtable, Zoho Projects, Microsoft Project

Education

Master of Arts - St. Mary's University, San Antonio, Texas International Political Economy
Bachelor of Arts - St. Mary's University, San Antonio, Texas Political Science, Public Administration
Minors: Music-Sociology
Project Management Prof. 2014 – Project Management Professional Certificate (PMPC), Project Management Institute (PMI)
2022 - National Recruitment and Outreach Award - Progressive Turnout Project (PTP) 2023 - Certificate - Diversity, Equity and Inclusion (DEI) Yale University/the University of Michigan 2023 - Certificate - Cash Voucher Assistance (CVA) Program - CALP Network/CORE

Grant Writing Certifications 2010 - Non-Profit Enterprise Center – Regional Grant writing
2009 - The Grantsmanship Center – Federal Grant writing

Language Certificates 2003 – English as a Second or Other Language (ESOL)
1992 - Mexican-American Cultural Center, San Antonio, Texas
1988 - Centro Linguistico Italiano, Florence, Italy

Operations/Praise Leader - AGAPE Church Under the Bridge, El Paso, TX 2/24 - Present

- Coordination with Leadership on on aspects of logistics and operations
- Spiritual leader for Worship music, performance and sound system
- Scheduling for all Spiritual Leaders presenting content and Biblical teachings
- Site management, preparation, and security for AGAPE Trailer and assets
- Ecumenical coordination with various churches to provide meals and financial support
- Member of the Downtown Church Connection
- Collaboration with homeless Ministries including the Rescue Mission, Opportunity Center and the City of El Paso, Texas
- Member of the Leadership team in cooperation with First Baptist Church, the Diocese of El Paso, and Cristiana Luterano

Owner- Southwest Government Affairs (SGA), El Paso, Texas-Santa Fe, New Mexico 1/06 – Present

- Founder of Southwest Government Affairs management and educational consulting company
- Specializing in government relations, educational consulting and non-profit management
- Board development and retention
- Project Lead for El Paso Downtown Trolley car revitalization corridor
- Advisor for Safe Communities Project
- Chairman of the City of El Paso ADA Advisory Board, Committee Member for the City of El Paso Economic Development Advisory Committee overseeing millions in CDBG funding

Sound and Video Engineer/Praise Band Leader - St. Clement Church, El Paso, TX 1/10 - Present

- Co Director of Praise Band for the contemporary Service
- Sound and video engineer utilizing Pro Presenter and Adobe software
- Coordination with Church Leadership for all activities, publications and Ministries

Director - Fieldworks, Washington, D.C./Detroit Michigan 8/24 - 10/24

- Opened an Office in Detroit MI in preparation of the 2024 Presidential Election
- Directed Operations and logistics for the Company
- Managed a team of 50 Employees in Detroit, Michigan
- Financial management, Recruiting, Hiring and Training
- Developed Relational Organizing Programming and in Field work
- Non Partisan Vote tripling effort resulting in over 100K direct contacts

Director - Fieldworks, Washington, D.C./Pittsburgh, Pennsylvania 10/24 - 12/24

- Opened an Office in Pittsburgh, PA in preparation for the 2024 Presidential Election ● Directed Operations and logistics for the Company
- Managed a team of 90 Employees in Pittsburgh, PA
- Financial management, Budget, Recruiting, Hiring and Training
- Developed Relational Organizing Programming and in Field work
- Non Partisan Vote tripling effort resulting in over 200K direct contacts

Program Manager - U.S./Mexico Border -Community Organized Relief Effort CORE- 4/23 - 12/23

- Developed a Strategic plan to provide goods and services along the U.S./Mexico border
- Created an emergency response network to prepare for the lifting of Title 42 and the transition to Title 8 along the border
- Established trusted partners for the procurement of food, medical services, legal services, facilities support, and security to respond to future crises in the El Paso/Juarez area
- Assisted with Grants management with several partners in the El Paso/Juarez region. Coordinated efforts with over 30 shelters, NGOs, FBOs, and CBOs creating greater efficiencies assisting with supporting the communications infrastructure in the region
- Acquired and distributed 10,000 hygiene kits for shelter networks.
- Launched a Pilot Program for **CORE Connect** creating an innovation of the digital platform expanding goods and services to include gender protection violence guidelines, access to legal and medical services, and providing transportation assistance and emergency travel assistance to families in need

Arizona State Distributed Organizing Director, PTP Phoenix, AZ 7/22 - 11/22

- Managed the State of Arizona with operations in 15 cities
- Directed a consortium of hundreds of businesses, educational institutions, and NGO's to participate in the 2022 midterm elections
- Mobilized thousands of Arizonans across the state
- Managed data for voter integrity and access to the election process
- Served as a liaison to the BIPOC communities, rural communities, and among the Navajo, and Hopi Nations

Operations Director - Progressive Turnout Project, Missoula, MT, El Paso, TX 5/20 - 1/21

- Responsible for hiring 15 Staff and managed the operations for Missoula, MT
- Assisting with hiring 50 Regional Staff in Bozeman, Butte, Helena, and Big Falls
- Acquisition of commercial office space in the state of Montana
- Managed database and hiring through Paychex HR solution
- Managed $60,000 Operations budget for the Missoula Office
- Scheduling and training for the State of Montana Staff
- Social media posts, on Facebook, Twitter, Slack

Media Manager – Monster Link Marketing, El Paso, Texas 7/18 – 7/21

- Managing a variety of content pages for various clients in the United States
- Technical writer for web design content
- Search engine optimization (SEO) and social media writing and posts
- Prospecting new clients for web designs and development nationally
- Partner with Texas Workforce Development serving clients across the region.

Talk Show Host - National Account Executive – iHeartmedia, El Paso, Texas 1/17 – 7/18

- Responsible for the placement of thousands of radio, digital and email campaigns
- Knowledge of digital strategies and procedures to meet the needs of the clients
- On Air talent for the El Paso Public Forum, interviewing non-profit Organ. in the Southwest
- Political Director placing all political ads across Texas and New Mexico.

Unit Coordinator – Texas Tech University, Paul L. Foster School of Medicine 2/12 – 8/13

- Residency Unit Coordinator for the Department of Psychiatry
- Responsible for all credentials and licensing for the 15 Residents in Training
- Review of over 2,500 applicants and all credentials for the Residency Program
- Administrative services, the development of Grand Rounds and grant writing for the Department ● Received over $100,000 in grants for indigent psychiatric care in El Paso County

Marketing Director – Interworld Home Health, Inc., El Paso, Texas 12/05 – 11/09

- Responsible for Provider Relations with over 500 doctors, clinics, hospitals, and rehab centers for home health needs throughout El Paso County
- Case Management and administration VA of El Paso, William Beaumont Army Medical
- Coordination of logistics and programming for the Agency
- Directed the assessment of marketing needs and the management of the provider relations agents
- Developed a database and marketing strategy for the provider relations division

Executive Director – El Paso Police Foundation, El Paso, Texas ` 7/09 – 12/09

- Responsible for the development of the Police Foundation Operations and Budget
- Tasks included developing an executive office, web design, creation and implementation
- Development of a marketing strategy, development of sustaining membership drive
- Grant writing to include two search engines identifying over 12 million in nonprofit grant funding

Executive Director – Voter Education Project, Inc., El Paso, Texas 8/06 – 12/08

- Founder and Executive Director of the non-partisan Non-profit organization
- Dedicated to the education of the citizens of El Paso through Town hall meetings, open forums, voter education, and voter registration drives throughout El Paso County
- Responsible for registering over 50,000 voters prior to the 2008 General election
- Created a Coalition of over 30 grassroots and Community organizations
- Increased voter turnout by 25%
- Hosted a 5k Run/Walk/Bike for Voter Education and Engagement
- Prepared Press Releases, logistics and media presentations to promote the Project

Community Organizer – El Paso Voter Consortium, El Paso, Texas **8/07 – 11/08**

- Organizer of the El Paso Voter Consortium originating Voter Education Proclamations from the City of El Paso and the County of El Paso declaring the month of October as Voter Education Awareness Month
- This effort included over thirty civic, Educational, community, religious and grassroots organizations that combined their efforts to increase voter turnout and improve voter education in El Paso County
- Non-partisan effort and increased voter education and turnout in the 2008 General election

Professional References - upon Request

File #: 26-0038, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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

Jakob M. Reynolds to the Public Service Board Selection Committee by Representative Chris Canales, District 8.

Board Appointment Form

City Clerk's Office

Appointing Office	Chris Canales, District 8
Agenda Placement	Consent
Date of Council Meeting	12/16/25
Name of Board	Public Service Board Selection Committee

Agenda Posting Language

Jakob M. Reynolds to the Public Service Board Selection Committee by Representative Chris Canales, District 8.

Appointment Type	Regular

Member Qualifications

Jakob is an attorney and published legal scholar on international law and counterproliferation. Experienced nonprofit manager who strives to exceed professional and personal goals. Strong written and verbal communication skills. Strong work ethic and high degree of personal integrity. Continuously striving to serve others in his community. Organized and focused.

Nominee Name	Jakob M. Reynolds
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted] El Paso, TX [redacted]
Nominee Primary Phone Number	+1 (915) [redacted]
Residing District	District 8
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	Angie Rosales
Reason for Vacancy	Term Expired
Date of Appointment	12/16/25
Term Begins On	12/16/25
Term Expires On	12/16/29
Term	First Term

JAKOB M. REYNOLDS

[redacted]

SUMMARY STATEMENT

Attorney and published legal scholar on international law and counterproliferation. Experienced nonprofit manager who strives to exceed professional and personal goals. Strong written and verbal communication skills. Strong work ethic and high degree of personal integrity. Continuously striving to serve others in my community. Organized and focused.

EDUCATION

Texas Tech University School of Law, Lubbock, Texas
Doctor of Jurisprudence 2021
GPA: 3.0
Texas State Bar No.: 24108842
Graduate Certificate: Excellence in Legal Research
Associate Editor, Journal of Biosecurity, Biosafety, and Biodefense Law
Contributing Writer, Texas Bank Lawyer
Pro-Bono Honors Award
Summer Public Interest Award 2019, 2020
Board of Barristers Negotiations, Mock Trial, and Advanced Moot Court Competitions

Texas Tech University School of Music, Lubbock, Texas
Master of Music 2016
GPA: 3.9
Bachelor of Arts in Music 2014
GPA: 3.4
Master's Thesis: *A Multi-Disciplinary Study of the American Open-Mic Night*
Undergraduate Certificate: Community Arts Entrepreneurship
Vernacular Music Center Scholarship; Vernacular Music Center Outreach Scholarship

PROFESSIONAL EXPERIENCE

El Paso County Attorney's Office, El Paso, Texas
Senior Trial Attorney Dec. 2024 – Present
As an attorney with the General Counsel Division, represent County department heads and elected officials. Draft and review contracts for a wide range of County business, including elections, economic development, heritage tourism, bonds and public finance, and budget and county spending authority. Research and issue legal opinions and risk analysis as requested by election officials and County department personnel. Provide legal advice to County-appointed boards and commissions. Track and review state and federal legislation affecting County operations and advise clients accordingly.

34th Judicial District Attorney's Office, El Paso, Texas
Senior Trial Attorney Aug. 2021 – Dec. 2024
As an attorney with the Border Prosecution Unit, represent the State of Texas in the prosecution of misdemeanor and felony cases involving organized crime and human and narcotics trafficking filed in county and district courts. Review investigation reports from local, state, and federal law enforcement agencies. Consult law enforcement agencies on search warrants, investigation targets and strategies, and inter-agency cooperation. Screen cases and present to Grand Jury for indictment. Represent the State of Texas at arraignment, pre-trial hearings, trial, and sentencing proceedings; Determine appropriate trial strategies to dispose of cases and conduct pre-trial negotiations with defense attorneys. Draft notices, motions, trial and appellate briefs, orders, subpoenas, and other legal documents, correspondence, and reports.

Texas Tech University Office of General Counsel, Lubbock, Texas
Extern Jan. 2021 – Apr. 2021
Assisted in researching and providing legal advice on matters concerning the rights, obligations, and privileges of the university, federal and state regulations, land use, student affairs, employment contracts, and Title IX complaints. Assisted counsel in drafting, reviewing, and advising on contracts for the TTU System. Assisted in editing and revising TTU System regulations, component institution operating policies, and student codes of conduct.

Texas Tech School of Law, Lubbock, Texas
Research Assistant May 2019 – July 2021
Researched current and historical legal issues for Texas Tech School of Law faculty, including a treatise on military law. Prepared educational exhibit materials on American legal history. Graded student assignments and tracked student progress in the Excellence in Legal Research Certificate program. Consulted in planning meetings with law library faculty on new student services initiatives.

United States Attorney's Office, Lubbock, Texas
Intern (Volunteer) Oct. 2019 – Nov. 2020
Researched issues of federal criminal law and sentencing. Reviewed discovery materials and drafted and edited indictments, trial motions, and objections. Drafted research memoranda for AUSAs and assisted in drafting appellate briefs for the Fifth Circuit Court of Appeals. Assisted in moot arguments preparing AUSAs for appellate argument.

VOLUNTEER & COMMUNITY SERVICE

The Frontera Land Alliance, El Paso, Texas Dec. 2024 – Present
Secretary, Board of Directors
Attend meetings and provide oversight and strategic guidance for the organization. Oversee organizational recordkeeping and assist with oversight of organization's finances, governance policies, and community programs. Discuss personnel decisions and real estate transactions to ensure compliance with state and federal law.

Lubbock Compact, Lubbock, Texas Aug. 2020 – July 2021
Board Member At-Large
Oversaw both state and federal filings for tax-exemption. Trained new Board members, assisted in budgetary planning, organized community volunteers, and led strategic planning for the organization. Served as chair of the Policy Action Committee, provided oversight and strategic guidance for teams pursuing local and county policy objectives. Developed and coordinated community outreach and education programs, including an organizational newsletter and a weekly policy talk show educating the community on local policy issues.

LEGAL PUBLICATIONS

Plague, Pestilence and the Peninsula: International Humanitarian Law Concerns of North Korea's Biological Weapons Program
Journal of Conflict & Security Law
Volume 28, 1 (Spring 2023)

The Hermit Kingdom's Forgotten Threat: Evaluating UNSC 1540's Effectiveness in Controlling North Korea's Biological Weapons Program
Journal of Biosecurity, Biosafety and Biodefense Law
Volume 12, 1 (Aug. 27, 2021)

PERSONAL INTERESTS

Irish and American fiddle music | Road Cycling | Mindfulness-Based Stress Reduction | Hiking

File #: 25-1451, **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) 212-0106

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

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

DEPARTMENT: Tax Office

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Maria O. Pasillas **PHONE NUMBER:** 915-212-0106

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:

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 overpayment exceeding the three (3) year limit. (See Attachment A).

BACKGROUND / DISCUSSION:

Approve property tax overpayment refunds exceeding the statutory three (3) year limit, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Maria O. Pasillas — Maria O. Pasillas 2025.12.01 15:59:45 -07'00'

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

TAX REFUNDS OVER THREE (3) YEARS
December 16, 2025

1. Mels Electric LP, in the amount of $18.22, made an overpayment on November 13, 2020 of 2020 taxes.
   (Geo. #X296-000-000R-0700)

2. Mels Electric LP, in the amount of $258.03, made an overpayment on November 17, 2021 of 2021 taxes.
   (Geo. #X296-000-000R-0700)

Laura D. Prine
City Clerk

Maria O. Pasillas

Maria O. Pasillas, RTA
Tax Assessor/Collector

RESOLUTION

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

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

WHEREAS, taxpayer, MELS ELECTRIC LP ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on November 13, 2020, in the amount of $18.22 (EIGHTEEN DOLLARS AND TWENTY-TWO/100) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that MELS ELECTRIC LP showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of $18.22 (EIGHTEEN DOLLARS AND TWENTY-TWO/100) is approved.

APPROVED this ____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria O. Pasillas
_____
Maria O. Pasillas, RTA
City Tax Assessor/Collector

TAX OFFICE
RECEIVED
NOV 07 2025

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.	Prop ID
X296-000-000R-0700	215311

Legal Description of the Property
LEIGH CLARK SURV 296 ABST 6260 NE 1/4 OF NE 1/4 OF SW 1/4 OF SW 1/4 (2.50 AC)

79928

OWNER: CONTEL CELLULAR OF EL PASO INC

MELS ELECTRIC SERVICE INC
PO BOX 40
WILMER , TX 75172-0040

OP
+ 3yrs

2020 OVERAGE AMOUNT $18.22

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

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

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Mels Electric, LP
Address: 4304 Clarence Murphy Road ✓
City, State, Zip: Springfield, TN 37172
Daytime Phone No.: 214-354-1902 E-Mail Address: tim@4kpartners.com

Step 2. Provide payment information.
Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
Check Payment	32776	11/13/2020	$303.48
TOTAL AMOUNT PAID (sum of 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.

Please check one of the following:

X	I paid this account in error and I am entitled to the refund.
	I overpaid this account. Please refund the excess to the address listed in Step 1.
	I want this payment applied to next year's taxes.
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)	PRINTED NAME & DATE
Timothy Keierleber (Nov 7, 2025 12:39:23 CST)	Tim Keierleber, 11/7/25

11/10/25

TAX OFFICE USE ONLY: ☑ Approved ☐ Denied By: N.N Date: 11-10-25

RESOLUTION

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

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

WHEREAS, taxpayer, MELS ELECTRIC LP ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on November 17, 2021, in the amount of $258.03 (TWO HUNDRED FIFTY-EIGHT DOLLARS AND THREE/100) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that MELS ELECTRIC LP showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of $258.03 (TWO HUNDRED FIFTY-EIGHT DOLLARS AND THREE/100) is approved.

APPROVED this ___ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria O. Pasillas
_____
Maria O. Pasillas, RTA
City Tax Assessor/Collector

TAX OFFICE RECEIVED
NOV 07 2025

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.	Prop ID
X296-000-000R-0700	215311

Legal Description of the Property
LEIGH CLARK SURV 296 ABST 6260 NE 1/4 OF NE 1/4 OF SW 1/4 OF SW 1/4 (2.50 AC)

79928

OWNER: CONTEL CELLULAR OF EL PASO INC

MELS ELECTRIC SERVICE INC
PO BOX 40
WILMER , TX 75172-0040

OP
+ 3 yrs

2021 OVERAGE AMOUNT $258.03

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

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

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient.
Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Mels Electric, LP
Address: 4304 Clarence Murphy Road ✓
City, State, Zip: Springfield, TN 37172
Daytime Phone No.: 214-354-1902 E-Mail Address: tim@4kpartners.com

Step 2. Provide payment information.
Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
Check Payment	33607	11/17/2021	$1,012.11
TOTAL AMOUNT PAID (sum of 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.

Please check one of the following:

X	I paid this account in error and I am entitled to the refund.
	I overpaid this account. Please refund the excess to the address listed in Step 1.
	I want this payment applied to next year's taxes.
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.
Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)	PRINTED NAME & DATE
Timothy Keierleber	Tim Keierleber, 11/7/25

Timothy Keierleber (Nov 7, 2025 12:39:23 CST)

Tim 11/10/25

TAX OFFICE USE ONLY: ☑ Approved ☐ Denied By: N.H. Date: 11-10-25

File #: 25-1452, **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, Sasho Andonoski, (915) 212-1092

AGENDA LANGUAGE:

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

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of October 21, 2025 - November 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

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

DEPARTMENT: City Manager's Office

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** (915) 212-1092

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of October 21, 2025 – November 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

BACKGROUND / DISCUSSION:

Per FY 2026 Budget Resolution, all Special Projects, Discretionary and P-Card transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff expenditures under this section shall adhere with all relevant city and

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Jasonsdeli	10/23/2025	$ 219.82	For all paralegals in the City Attorney's office to virtually attend a CLE regarding relevant topics for their daily duties. Training was scheduled during lunch hours.
CITY ATTORNEY	Garcia Sandra	Www.Pacer.Gov	11/7/2025	$ 163.80	To pay for investigative services for legal staff
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/20/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/20/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/21/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/23/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/23/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/23/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/27/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/27/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	10/27/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/3/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/3/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/3/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/3/2025	$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/4/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/4/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/5/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/5/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/5/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/5/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/6/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/6/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/12/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/12/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/12/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/12/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/13/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/13/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/14/2025	$ 7.50	Fee for uploading documents to the AG portal.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/14/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/17/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/17/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/18/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/18/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/18/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/18/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/18/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	11/19/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Villegas Bergen	Nmstatebar	10/20/2025	$ 213.21	Purchase of 3 CLE's for Assistant City Attorney, Carlos Gomez-Baca, to attend courses on Ethical Use of AI, Ethical Use of Paralegals, and Race Class and Gender Conscious and renew NM Bar License.
CITY ATTORNEY	Villegas Bergen	Southwes	10/31/2025	$ 746.96	Purchase of Southwest Round-Trip Flight for Assistant City Attorney, Matthew Marquez, to attend Railroad Commission of Texas Hearing (Texas Gas Company Rate Case) in Austin, TX.
CITY ATTORNEY	Villegas Bergen	Signia By Hilton Bonnet C	11/12/2025	$ 731.26	Purchase of room at host-hotel for City Attorney Support Staff to attend SYNERGY Conference in Orlando, FL.
CITY ATTORNEY	Villegas Bergen	Signia By Hilton Bonnet C	11/13/2025	$ 1,209.71	Purchase of room for City Attorney Support Staff, while attending Synergy Conference in Orlando, FL.
CITY MANAGER	Esquivel Luz	Southwes	10/27/2025	$ (179.61)	Diana Padilla did not attend the TML Conference. Ms. Padilla is no longer employed with the District 4 office. Therefore, a refund was issued.
CITY MANAGER	Esquivel Luz	Texas Municipal League	11/5/2025	$ (345.00)	Diana Padilla did not attend the TML Conference. Ms. Padilla is no longer employed with the District 4 office. Therefore, a refund was issued minus the cancellation fee and the meal ticket

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 01	Acosta Gladys	Wm Supercenter #5717	10/21/2025	$ 100.51	Community Meeting & Community Trunk or Treat Snacks & Refreshments
DISTRICT 02	Carlos Diego	Swank Motion Pictures In	10/24/2025	$ 255.00	Movies at the Park w D3 - movie licensing fee, split with District 3
DISTRICT 02	Carlos Diego	Office Depot #195	11/3/2025	$ 77.46	office supplies
DISTRICT 02	Carlos Diego	Canva* I04689-48440868	11/3/2025	$ 14.99	graphic design service
DISTRICT 02	Carlos Diego	Mailchimp	11/3/2025	$ 26.50	Newsletter Service
DISTRICT 03	Jimenez Melody	Sams Club #6502	10/21/2025	$ 41.94	snacks for community meeting
DISTRICT 03	Jimenez Melody	Samsclub #6502	10/21/2025	$ 475.28	snacks for Halloween event for District 3
DISTRICT 03	Jimenez Melody	Linktree* Linktree	10/24/2025	$ 9.54	to pay for our link tree for community outreach
DISTRICT 03	Jimenez Melody	Sams Club #6502	10/27/2025	$ 24.26	snacks for proclamation for KLAQ at city hall
DISTRICT 03	Jimenez Melody	Samsclub #6502	10/27/2025	$ 53.94	Chocolate donation to Cielo Vista Neighborhood association for their Halloween event.
DISTRICT 03	Jimenez Melody	Sams Club #8280	11/3/2025	$ 11.96	small snacks for proclamation at city hall
DISTRICT 03	Jimenez Melody	Sarabias Portable Jons	11/12/2025	$ 136.85	Provide restrooms for tree planting event at Palm Grove Park.
DISTRICT 03	Jimenez Melody	Target 00008490	11/13/2025	$ 83.80	Turkey donation for Ramona Elementary School for Thanksgiving baskets for needy families
DISTRICT 03	Jimenez Melody	Target 00022160	11/13/2025	$ 107.24	Turkey donation for Ramona Elementary School for Thanksgiving baskets for needy families
DISTRICT 03	Jimenez Melody	Sams Club #6502	11/14/2025	$ 214.78	Snack and drinks for Eastside Tree planting event at Palm Grove Park

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 03	Jimenez Melody	Eastside Choice Meats Inc	11/15/2025	$ 433.53	Hot food donation for volunteers for tree planting event @ Palm Grove Park
DISTRICT 03	Jimenez Melody	Samsclub #6502	11/17/2025	$ 181.48	Donation to the ELks Lodge for their Thanksgiving boxes for needy families
DISTRICT 03	Maldonado-Rocha Deanna	Icon To Ican	10/20/2025	$ 500.00	Our Office sponsored the ICON to ICAN event to support its mission of empowering community members through leadership and growth initiatives.
DISTRICT 03	Maldonado-Rocha Deanna	Cci	11/5/2025	$ 91.00	Monthly charge for email distribution service for D3 office newsletter
DISTRICT 03	Maldonado-Rocha Deanna	El Paso Ch* Tx	11/12/2025	$ 50.00	purchased the Star on the Mountain lighting to honor Eddie Guerrero and his family as part of the City's official recognition of his legacy and impact on the El Paso community.
DISTRICT 03	Maldonado-Rocha Deanna	Canva* I04700-41511344	11/14/2025	$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 04	Trejo Cynthia	Mailchimp	10/20/2025	$ (20.00)	Professional services software District 4 newsletters
DISTRICT 04	Trejo Cynthia	Office Depot #498	10/26/2025	$ 93.45	Office Supplies: Certificates
DISTRICT 04	Trejo Cynthia	Uber *trip	10/29/2025	$ 53.84	UBER: From Airport to Staybridge Hotel
DISTRICT 04	Trejo Cynthia	Uber *trip	10/29/2025	$ 22.18	UBER: Staybridge Hotel to Fort Worth Convention Center
DISTRICT 04	Trejo Cynthia	Uber *trip	10/30/2025	$ 15.37	UBER: From Staybridge Hotel to Fort Worth Convention Center
DISTRICT 04	Trejo Cynthia	Uber *trip	10/30/2025	$ 17.34	UBER: From Fort Worth Convention Center to ESG Networking Event
DISTRICT 04	Trejo Cynthia	Uber *trip	10/30/2025	$ 17.44	UBER: From ESG Networking Event to Linebarger Networking Event
DISTRICT 04	Trejo Cynthia	Uber *trip	10/30/2025	$ 18.67	UBER: Fromm Linebarger Networking Event to Hotel Staybridge
DISTRICT 04	Trejo Cynthia	Staybridge Suites	10/31/2025	$ 307.71	Lodging: TML Conference

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 04	Trejo Cynthia	Staybridge Suites	10/31/2025	$ 307.71	Lodging: TML Conference
DISTRICT 04	Trejo Cynthia	Uber *trip	10/31/2025	$ 25.02	UBER: From Fort Worth Convention Center to Staybridge Hotel
DISTRICT 04	Trejo Cynthia	Uber *trip	11/1/2025	$ 53.81	UBER: From Fort Worth Convention Center to Airport
DISTRICT 04	Trejo Cynthia	Uber *trip	11/1/2025	$ 13.55	UBER: From Staybridge Hotel to Fort Worth Convention Center
DISTRICT 04	Trejo Cynthia	El Paso Isd	11/3/2025	$ 292.00	Office Supplies: Retractable Banner
DISTRICT 04	Trejo Cynthia	Glf*painteddunesgolf	11/5/2025	$ 42.50	Veterans Business Connect: Special Events
DISTRICT 04	Trejo Cynthia	Canva* I04697-55438961	11/11/2025	$ 30.00	Professional Services: Software for District 4 Newsletter
DISTRICT 04	Trejo Cynthia	Office Depot #195	11/14/2025	$ 24.49	Office Supplies: Cardstock
DISTRICT 05	Aguilar Mike	Aqs Jeans	10/23/2025	$ 68.15	Pcard charge for embroidered logo on office polo t-shirts.
DISTRICT 05	Aguilar Mike	Costco Whse #0768	10/23/2025	$ 170.76	Purchase for community event support; snacks and candy. Approved by City Council Resolution on June 10, 2025. Purchase in support of programming for youth, seniors, and other events in District 5.
DISTRICT 05	Aguilar Mike	Costco Whse #0768	10/28/2025	$ 65.86	Purchase for community event support; snacks and candy. Approved by City Council Resolution on June 10, 2025. Purchase in support of programming for youth, seniors, and other events in District 5.
DISTRICT 06	Fierro Art	Sams Club #6246	11/19/2025	$ 84.90	Chips for city staff cookout
DISTRICT 06	Maldonado Mariaelena	Sams Club #8153	10/21/2025	$ 254.10	Candy for Movies at the Park Halloween edition
DISTRICT 06	Maldonado Mariaelena	Sams Club #6502	10/27/2025	$ 146.74	Candy and water for movies at the park Halloween edition
DISTRICT 06	Maldonado Mariaelena	Sams Club #6502	10/27/2025	$ 47.09	Fruit for pledge kids

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 06	Maldonado Mariaelena	Swank Motion Pictures In	10/29/2025	$ 550.00	Movie rights for Coco for Movies at the Park Series 10.31.2025
DISTRICT 06	Maldonado Mariaelena	Sarabias Portable Jons	10/30/2025	$ 117.95	port-a-potty rental for Movies in the Park series.
DISTRICT 06	Maldonado Mariaelena	Canva* I04705-46993458	11/19/2025	$ 120.00	Canva yearly subscription
DISTRICT 08	Abbas Tatiana	El Segundo Bakery	10/24/2025	$ 18.72	Cafe con Chris Community Meeting
DISTRICT 08	Abbas Tatiana	Mexican Specialty Product	10/30/2025	$ 67.05	City Hall Trick-or-treat om 10/30.

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

November 2025

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
DISTRICT 6	JORGE EDUARDO CISNEROS	9/27/2025	$ 475.00	D6 Movies at the Park equipmen
DISTRICT 8	WASTE CONNECTIONS INC	10/1/2025	$ 275.00	Garbage container - SBBP 2025

File #: 25-1457, **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) 212-0043

AGENDA LANGUAGE:

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

For notation only - bids and proposals rejected administratively by the Purchasing Director. The reporting period covers from February 19, 2025 to December 5, 2025.

1. 2025-0035 Washing of Heavy - Duty Vehicles (Re-Bid) - Streets and Maintenance
2. 2026-0078 Shop Towels - Streets and Maintenance
3. 2025-0386R Union Plaza Redevelopment - Economic Development

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

REVISED
8:15 am, Dec 08, 2025

DEPARTMENT: Purchasing & Strategic Sourcing
AGENDA DATE: December 16, 2025
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
For notation only - bids and proposals rejected administratively by the Purchasing Director. The reporting period covers from February 19, 2025 to December 5, 2025.

BACKGROUND / DISCUSSION:
Purchasing & Strategic Sourcing is providing the list of bids and/or proposals rejected in Attachment A as directed by City Council.

COMMUNITY AND STAKEHOLDER OUTREACH:
N/A

SELECTION SUMMARY:
N/A

CONTRACT VARIANCE:
N/A

PROTEST
N/A

PRIOR COUNCIL ACTION:
On October 22, 2024, City Council delegated authority to the Purchasing Director to cancel an active solicitation by rejecting bids and/or proposals. In addition to this the Purchasing Director will provide notice to City Council of those solicitations cancelled under the delegation of authority, for notation, via posting to the next available Regular City Council meeting agenda.

AMOUNT AND SOURCE OF FUNDING:
N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
N/A	

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

DEPARTMENT HEAD:

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Attachment A

No.	Solicitation	Department	Opening Date	Reason(s)	Notification Date
1	2025-0035 Washing of Heavy-Duty Vehicles (Re-Bid)	Streets and Maintenance	6/25/2025	Factor A Price - exceeded the 35-point maximum amount permitted under Procurement Sourcing Policy	9/25/2025
2	2026-0078 Shop Towels	Streets and Maintenance	10/8/2025	Underestimated quantities were listed on the bid form.	12/1/2025
3	2025-0386R Union Plaza Redevelopment	Economic Development	6/11/2025	Following a comprehensive and impartial evaluation of all proposals received, the City has decided not to move forward with the award of this solicitation	12/5/2025

File #: 25-1455, **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
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Airport, Tony Nevarez, (915) 474-2424

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

The award of Solicitation 2025-0031R Real Estate Appraisal Services - Airport to the following suppliers: 1) CBRE, Inc., 2) Steve R. Gragg dba Gragg Risk Management, LLC, 3) Lowery Property Advisors, LLC and 4) Wilkinson, Pendergras & Associates, LP, for a total estimated amount of $500,000.00. This contract will implement on-call professional appraisal services to assist the El Paso International Airport department with expediting and completing tasks for real estate transactions.

Contract Variance:
N/A

Department:	El Paso International Airport
Award to Supplier 1:	CBRE, Inc.
City & State:	Atlanta, GA
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00
Award to Supplier 2:	Steve R. Gragg dba Gragg Risk Management, LLC
City & State:	El Paso, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00

Award to Supplier 3:	Lowery Property Advisors, LLC
City & State:	Irving, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00
Award to Supplier 4:	Wilkinson, Pendergras & Associates, LP
City & State:	El Paso, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00
Initial Term:	3 Years
Option Terms:	2 Two (1) Year Options
Total Contract Time:	5 Years
Total Annual Estimated Award:	$100,000.00
Total Initial Term Estimated Award:	$300,000.00
Total Option Term Estimated Award:	$200,000.00
Total Estimated Award:	$500,000.00
Account(s)	562-3000-62030-521020-P6202
Funding Source(s):	Airport Enterprise
District(s):	3

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to 1) CBRE, Inc., 2) Steve R. Gragg dba Gragg Risk Management, LLC, 3) Lowery Property Advisors, LLC and 4) Wilkinson, Pendergras & Associates, LP the highest ranked offerors based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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 or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

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

REVISED
1:41 pm, Dec 08, 2025

DEPARTMENT: El Paso International Airport
Purchasing & Strategic Sourcing
AGENDA DATE: December 16, 2025
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Tony Nevarez, Director **PHONE NUMBER:** (915) 474-2424
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: 3

SUBJECT:
The award of solicitation 2025-0031R Real Estate Appraisal Services - Airport to the following suppliers: 1) CBRE, Inc., 2) Steve R. Gragg dba Gragg Risk Management, LLC, 3) Lowery Property Advisors, LLC and 4) Wilkinson, Pendergras & Associates, LP, for a total estimated amount of $500,000.00.

BACKGROUND / DISCUSSION:
These on-call professional appraisal services will assist the El Paso International Airport department with expediting and completing tasks for real estate transactions.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-proposal meeting was held on September 25, 2024. One (1) vendor was in attendance.

SELECTION SUMMARY:
Solicitation was advertised on September 17, 2024 and September 24, 2024. The solicitation was posted on City website on September 17, 2024. There were a total twenty-one (21) viewers online; six (6) proposals were received; three (3) from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $500,000.00
Funding Source: Airport Enterprise
Account: 562-3000-62030-521020-P6202

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

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

DEPARTMENT HEAD:

for

Tony Nevarez, Aviation Director

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Request for Qualifications

**********Posting Language Below **********

Please place the following item on the Consent Agenda for the City Council Meeting of December 16, 2025

Award Summary:
The award of Solicitation 2025-0031R Real Estate Appraisal Services - Airport to the following suppliers: 1) CBRE, Inc., 2) Steve R. Gragg dba Gragg Risk Management, LLC, 3) Lowery Property Advisors, LLC and 4) Wilkinson, Pendergras & Associates, LP, for a total estimated amount of $500,000.00. This contract will implement on-call professional appraisal services to assist the El Paso International Airport department with expediting and completing tasks for real estate transactions.

Contract Variance:
N/A

Department:	El Paso International Airport
Award to Supplier 1:	CBRE, Inc.
City & State:	Atlanta, GA
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00
Award to Supplier 2:	Steve R. Gragg dba Gragg Risk Management, LLC
City & State:	El Paso, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00
Award to Supplier 3:	Lowery Property Advisors, LLC
City & State:	Irving, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00
Award to Supplier 4:	Wilkinson, Pendergras & Associates, LP
City & State:	El Paso, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00
Initial Term:	3 Years
Option Terms:	2 Two (1) Year Options
Total Contract Time:	5 Years
Total Annual Estimated Award:	$100,000.00
Total Initial Term Estimated Award:	$300,000.00
Total Option Term Estimated Award:	$200,000.00
Total Estimated Award:	$500,000.00
Account(s)	562-3000-62030-521020-P6202

Funding Source(s):	Airport Enterprise
District(s):	3

This was a Request for Qualifications Procurement service contract

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to 1) CBRE, Inc., 2) Steve R. Gragg dba Gragg Risk Management, LLC, 3) Lowery Property Advisors, LLC and 4) Wilkinson, Pendergras & Associates, LP the highest ranked offerors based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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 or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

CITY OF EL PASO REQUEST FOR PROPOSAL SCORESHEET

PROJECT: 2025-0031R Real Estate Appraisal Services - Airport

Evaluation of Submittal

	MAX POINTS	CBRE, INC.	Gayle-Reid Appraisal Service, Inc.	Steven R. Gragg dba Gragg Risk Management, LLC	Lowery Property Advisors, LLC	Wilkinson, Pendergras & Associates, LP	BBG, Inc
Factor A - Experience							Proposal deemed non-responsive, therefore, not evaluated.
Averages	35	30.00	32.33	32.67	32.33	30.00	
Factor B -Key Personnel							
Averages	30	26.00	19.67	29.00	29.00	29.00	
Factor C - Refrences							
Factor to be evaluated by the Purchasing Department	10	3.33	3.07	9.73	3.07	3.33	
FACTOR D - Understanding of the Scope of Work							
Averages	25	22.67	18.33	23.00	24.00	21.33	
TOTAL SCORE	100	82.00	73.40	94.40	88.40	83.66	
Rank		4	5	1	2	3	

CITY OF EL PASO
REQUEST FOR QUALIFCATIONS TABULATION FORM

Bid Opening Date: October 30, 2024 **Solicitation #: 2025-0031R**

Project Name: Real Estate Appraisal Services - Airport **Department: El Paso International Airport**

OFFERORS NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
BBG, Inc.	Dallas, TX	Yes
CBRE, Inc.	Atlanta, GA	Yes
Gayle - Reid Appraisal Services, Inc.	El Paso, TX	Yes
Steven R. Gragg	El Paso, TX	Yes
Lowery Property Advisors, LLC	Irving, TX	Yes
Wilkinson, Pendergras & Associates, LP	El Paso, TX	Yes

RFQs SOLICITED: 706 LOCAL RFQs SOLICITED: 231 RFQs RECEIVED: 6 LOCAL RFQs RECEIVED: 3 NO BIDS: 4

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/

Date: 11/14/2024

2025-0031R Real Estate Appraisal Services - Airport View List			
	Participant Name	City	State
1	Construction Reporter	Albuquerque	NM
2	Partner Forces LLC	Arlington	VA
3	CBRE, Inc.	Atlanta	GA
4	Aviation Management Consulting Group	Centennial	CO
5	BBG, Inc.	Dallas	TX
6	Gragg Risk Management LLC	El Paso	TX
7	Gayle-Reid Appraisal Services, Inc.	El Paso	TX
8	Wilkinson Pendergras & Associates, LP	El Paso	TX
9	The Job Connection	El Paso	TX
10	Paso-Tex Industries LLC	El Paso	TX
11	Zeraus Iluminacion	El Paso	TX
12	Aztec Contractors Inc	EL PASO	TX
13	Brunson pump service (Brunson Investment LLC)	El Paso	TX
14	DLC CONSTRUCTION INC	El Paso	TX
15	GRV Integrated Engineering Solutions LLC	El Paso	TX
16	Wunderkind Group	El Paso	TX
17	OLIVARES ELECTRIC OF EL PASO, LLC	El Pso	TX
18	Hagerty Consulting, Inc.	Evanston	IL
19	Walker Systems78 LLC	Horizon City	TX
20	Lowery Property Advisors	Irving	TX
21	Green Light Group Tours (Grand Fund)	ST. Augustine	FL

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES
(2025-0031R Real Estate Appraisal Services - Airport)

This On-Call Agreement for Professional Services Appraisal Services ("**Agreement**") is entered into this _____ day of _____, 2025 ("**Effective Date**"), and is between the **CITY OF EL PASO, TEXAS** (the "**City**") and **CBRE, INC.** (the "**Appraiser**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, the Appraiser was selected on the basis of demonstrated competence and qualifications to perform the services described in this Agreement;

WHEREAS, the City intends to engage the Appraiser to perform appraisal services on a task order basis through the use of task orders referencing this Agreement, the scope of which is described in this Agreement;

WHEREAS, the services to be provided under this Agreement are necessary to comply with local, state and federal polices, regulations and procedures.

The parties agree as follows:

SECTION 1. TERM.

A. The term of this Agreement is for a period of three years from the Effective Date. The services called for by each task order begin upon the issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order. The Appraiser agrees that the City Manager or designee, for the City may extend the term of this Agreement by exercising one option of two additional years.

SECTION 2. SUBJECT PROPERTY TO BE APPRAISED.

A. The Appraiser shall appraise the property identified in each task order pursuant to this Agreement.

SECTION 3. PAYMENT

The City will pay the Appraiser an amount not to exceed $25,000.00 per year from the effective date. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement. The Appraiser will invoice the City following the completion of each task order in accordance to the fee schedule attached to this Agreement as **Attachment "A"**.

SECTION 4. SCOPE OF APPRAISER'S SERVICES.

A. The Appraiser will perform the services as provided by each Task Order issued by the City in writing ("**Task Order**"). The Appraiser will perform the services for the fees stipulated on the fee schedule attached to this Agreement as Attachment "A". The Appraiser will not perform any services until the Appraiser has received a Task Order from the City. Notwithstanding anything to the contrary, the City will not owe the Appraiser any payments for any work that is performed without a Task Order.

B. Unless otherwise provided in the Task Order, the Appraiser will perform the following services for all Task Order's issued by the City:

1. APPRAISAL. The Appraiser shall appraise the property identified in the task order and prepare and deliver one (1) draft appraisal report for on or before the date specified in the Task Order to the City Representative. For purposes of this Agreement, the "**City Representative**" is the City Engineer or designee. The City Representative will review the draft appraisal report in a timely manner. Within seven (7) City business days after the Appraiser receives the City Representative's written comments, the Appraiser will deliver three (3) hard copies and an electronic file (a pdf and tiff file on one CD) of the appraisal report to the City. The City Representative may waive the requirement for hard copies and/or CD.

2. PROPERTY INSPECTION. The Appraiser shall personally inspect the property identified in the Task Order, to include any buildings, structure improvements, fixtures and appurtenances, thereon or belonging thereto. If the Appraiser's inspection or investigation discloses a sale of a portion of a property by an unrecorded contract of sale or otherwise, the Appraiser shall notify the City.

3. VALUATION DATA. The Appraiser shall make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound conclusions and to prepare the appraisal report to be furnished under this Agreement, including but not limited to, the three (3) most recent comparable sales which precede the appraisal, if any.

4. PURPOSE AND SIGNIFICANCE OF APPRAISAL. The appraisal to be furnished under each Task Order under this Agreement is required by the City for its guidance in setting fair and impartial determinations of market value. The Appraiser agrees to provide the City appraisal services that meet the definition of an appraisal as required by applicable federal, state and local laws, regulations, policies and procedures. The

Appraiser shall be guided by those objectives when estimating values and when making investigations and studies and analyzing the property identified in the Task Order and the evidences of its value. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the Appraiser reached the valuation conclusions. If required, the City will contract separately for a review appraisal with another appraiser. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value of the Property. Because Federal funds are often involved in the City project for which the property is being appraised, unless instructed to the contrary in writing by the City, the Appraiser and the appraisal must meet the specific requirements under the URA and 24 CFR 24.103 in Title 49, unless the appraisal is a review appraisal in which event the appraiser must meet the specific requirements of 24 CRF 24.104.

5. DATE OF VALUATION. The Appraiser's valuation date shall be mutually agreed upon and identified in the Task Order issued by the City Representative.

6. APPRAISER CERTIFICATION. The Appraiser represents that the appraiser appraising the Property for the Appraiser, is state-certified as a "Certified General Appraiser" by the State of Texas, and will remain certified during the term of this Agreement and shall provide the City with proof of current certification. The Appraiser represents that it is a member of the Appraisal Institute and that the Appraiser currently employs a qualified expert witness. Further, the Appraiser represents and warrants that the Appraiser is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the URA) as well as the Code of Federal Regulations (CFR) applying to the URA sections.

7. Appraiser will provide the services in two parts. First Appraiser will provide a Restricted Report & second a Full Report in accordance to the timelines set in the Task Order.

8. EXPERT WITNESS. If specifically requested by a Task Order, the Appraiser will provide expert witnesses services in any Eminent Domain proceeding or other judicial proceedings as directed by the Task Order.

SECTION 5. CONTENTS OF APPRAISAL REPORT.

A. The appraisal report to be furnished by the Appraiser under each Task Order in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal report on

the property described in each Task Order shall include a summary, legal and title matters affecting value, highest and best use analysis, and property valuation and appraisal analyses as more particularly described in this Section below followed by a report furnishing the Appraiser's opinions and conclusions on the date and analyses.

B. APPRAISAL SUMMARY. Each appraisal under a Task Order shall include a summary sheet titled "Appraisal Report for the City of El Paso and its Agents," which may be a printed form, completed to provide the following:

1. The Property Address.

2. Date of report.

3. Legal description of the Property.

4. Date or dates of the Appraiser's inspection(s) of the Property.

5. The Appraiser's estimate of the market value of the property identified in the Task Order based on the highest and best use. The Appraiser will estimate the market value of the property identified in the Task Order for the real estate interest specifically listed in the Task Order.

6. The certifications of the Appraiser that: (i) it personally made a thorough inspection of the property identified in the Task Order; (ii) to the best of its knowledge and belief, everything contained in the report is true and no relevant or important fact has been omitted; (iii) neither its employment nor compensation is contingent on the valuation reported; and (iv) it has no past, present or prospective interest (including that of real estate agent or broker) in the property identified in the task order, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial appraisal report;

7. A certification that, in the Appraiser's opinion, the market value of the property identified in the Task Order is an amount to be stated as of the date of valuation determined in accordance with the Task Order; and

8. The signature of the Appraiser.

C. LEGAL AND TITLE MATTERS AFFECTING VALUE. The appraisal report shall include a report of any official citations or personal observations by the Appraiser of any condition

or occupancy of the Property in violation of law, and any other legal or title matters that the Appraiser is aware of affecting the available lawful uses or the value of the Property.

D. HIGHEST AND BEST USE. The appraisal report shall include the Appraiser's opinion as to the highest and best use for the property identified in the task order.

E. PROPERTY VALUATION AND APPRAISAL ANALYSES. The appraisal report shall utilize basic appraisal principles and standards of professional practice to set forth the market value of the property identified in the Task Order. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching a conclusion as to value and all data and analyses needed to explain and support the valuation, including:

1. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser; and

2. The Appraiser's evaluation of the indications of value deduced from its separate analyses of the various evidences of value and an explanation of how it reached its final conclusion as to the market value of the property identified in the task order.

SECTION 6. ITEMS TO BE PROVIDED BY CITY.

A. The City agrees to furnish the Appraiser with the following:

1. PROPERTY MAP. Each Task Order will have a map or plat, based on official records, of the Property showing the boundaries and dimensions of the property to be appraised.

2. OWNERSHIP DATA. The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of the property in the Task Order as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

3. LEGAL ADVICE. Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the owner's interest in the property described in the Task Order.

SECTION 7. REPRESENTATIONS AND AGREEMENTS OF APPRAISER.

A. As an inducement to the execution of the Agreement by the City and in consideration of the agreements to be performed by the City, the Appraiser represents and agrees that:

1. SOLICITATION OR PROCUREMENT OF AGREEMENT. The Appraiser has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.

2. INTEREST OF APPRAISER AND APPRAISER'S EMPLOYEES. The Appraiser does not have any interest, including that of real estate agent or broker, direct or indirect, present or prospective, in the properties described in each Task Order or in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of any reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest; and, until such property identified in a Task Order is acquired by the City or excluded from its project by a determination of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.

3. SERVICES TO BE CONFIDENTIAL**.** All services, including reports, opinions and information to be furnished under this Agreement, are confidential and the Appraiser shall not divulge, in whole or in part, to any person other than to the duly authorized representatives of the City without the prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of its staff or organization divulges any information concerning such appraisal or services except as provided above. The Appraiser agrees, that the City may, at the City's discretion, release to the public any appraisals provided by the Appraiser without the Appraiser's consent.

4. FACILITIES AND PERSONNEL**.** The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of the property identified in the Task Order, the employment of such person or persons for such purpose shall not place the City under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished hereunder.

B. The representations and warranties made by the Appraiser under this Section will extend to the work done under each Task Order issued by the City under this Agreement.

SECTION 8. INTEREST OF OFFICIALS OF CITY.

No official of the City shall participate in any decision relative to this Agreement affecting, directly or indirectly, any personal interests. No such officer, agent or employee of the City having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 9. CHANGES.

The City, at any time, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under each Task Order issued under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for its performance, equitable adjustment shall be made in the provisions of the Task Order (and this Agreement if necessary) for payments to the Appraiser, in accordance to the Attached Fee Schedule or for the time for performance of the services, or for both.

SECTION 10. TERMINATION.

A. TERMINATION FOR FAILURE TO FULFILL**.** If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner all obligations under this Agreement or a Task Order, or if the Appraiser shall violate any of the covenants or agreements thereof, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default, and may hold the Appraiser liable for any damage caused to the City by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Appraiser, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Appraiser, and the City may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the City from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Section solely for reasons of delay if the delay is due to causes beyond the control and without the fault or negligence of the Appraiser, but this shall not prevent the City from terminating this Agreement because of such delay.

B. TERMINATION BY EITHER PARTY**.** It is mutually understood and agreed by the City and the Appraiser that either party may terminate this Agreement or any issued Task Order, in whole or in part for any or no reason, upon **5 consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Appraiser shall cease the performance of services under this Agreement. Upon such termination, the Appraiser shall provide one final invoice for all services completed prior to the notice of termination. The City shall compensate the Appraiser in accordance with this Agreement; however, the City may withhold any payment to the Appraiser that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Appraiser from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments. The City will be entitled to exercise ownership over any documents or services for which the City paid the Appraiser.

SECTION 11. INSURANCE.

A. Appraiser will obtain and maintain for the term of this Agreement the following insurance policies as provided below:

1. Worker's Compensation Insurance as may be required by law.

2. Commercial Liability Insurance to cover the work performed under this Agreement from claims for damages to personal injury, including accidental death, as well as from claims for property damages, whether such operations be by the Appraiser or by anyone directly or indirectly employed by the Appraiser. The minimum amounts for liability coverages must be as follows:

a. **COMMERCIAL GENERAL LIABILITY**

$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

b. **AUTOMOBILE LIABILITY**

Combined Single Limit

$1,000,000.00 per accident

3. Professional Liability Insurance in the minimum amount of $1,000,000 on a claims made basis.

4. Additional Insured. The Appraiser will add the City to all insurance policies (except Worker's Compensation and Professional Liability Insurance) as an additional insured.

5. The Appraiser will furnish the City with certificates of insurance and endorsements showing the types 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 insurance coverages, and name of agent/broker. If requested by the City's Risk Manager, the Appraiser will provide copies of the insurance policy in order to allow the City to verify that the insurance policies provide coverage as required under this Agreement.

6. All policies will provide an endorsement that provides that the insurance policy cannot be canceled or the amount of coverage changed without thirty calendar days prior written notice to the City or ten calendar days prior written notice for non-payment of insurance policy premiums.

SECTION 12. INDEMNIFICATION.

A. TO THE EXTENT ALLOWED BY LAW, THE APPRAISER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES OF PROPERTY DAMAGE, INJURY, OR DEATH ARISING OUT OF ANY SERVICES PERFORMED BY THE APPRAISER UNDER THIS AGREEMENT, PROVIDED THAT THE APPRAISER WILL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CITY OR THE CITY'S EMPLOYEES.

SECTION 13. GENERAL PROVISIONS.

A. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City is entitled to enter into appraisal services agreements at any time with other appraisers in addition to the Appraiser who is the party to this Agreement. The City has the sole discretion as to whether it makes an assignment of an appraisal under this Agreement or the agreement of another appraiser. The selection shall be based upon the experience of the respective appraisers and the nature of the work to be performed.

B. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

C. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Appraiser and the City. As such, the City is not subject to the liabilities or obligations the Appraiser obtains under the performance of this Agreement.

D. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this Agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

E. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	El Paso International Airport Department Real Estate Division 6701 Convair Rd. El Paso, TX 79925 FranceAD@elpasotexas.gov
To the Appraiser:	CBRE Inc., 221 N. Kansas, St 2100 El Paso, TX 79901

F. CONFIDENTIALITY. The Appraiser acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

G. GOVERNING LAW. This Agreement is governed by Texas law.

H. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

I. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

J. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

K. GOVERNMENTAL FUNCTIONS. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

L. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Appraiser will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

M. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Appraiser will allow the City to inspect and copy all records pertaining to the Work provided in this Agreement.

N. RECORDS. The Appraiser will maintain records of all details with respect to the services to be performed hereunder, including one complete copy of each report, for three (3) years after delivering such report, or until the Property is conveyed, or its conveyance is abandoned by the City, whichever is later.

O. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

P. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the Appraiser, and the Appraiser's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

Q. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.

R. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

S. REPRESENTATIONS AND WARRANTIES. The Appraiser warrants to the City that the Appraiser has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

T. TEXAS GOVERNMENT CODE. In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Appraiser represents and warrants to the City 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.

U. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

V. NON-DISCRIMINATION COVENANT. The Appraiser, for itself, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the preparation of this appraisal report.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

3. That the Appraiser shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. The Appraiser

shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. That, in the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

W. AFFIRMATIVE ACTION. The Appraiser assures that no person shall, on the grounds of race, color, sex, or national origin, be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments, or otherwise applicable to persons leasing premises from the City of El Paso. The Appraiser assures that it will require that its covered sub-organizations provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations to the same effect.

(Signatures Begin on the Following Page)

IN WITNESS WHEREOF, the City and the Appraiser have approved of this Agreement to be effective as of the date first written above.

CITY OF EL PASO:

_____
Dionne Mack
City Manager

APPROVED AS TO CONTENT:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Claudia A. Garcia, Director
Purchasing & Strategic Sourcing Department

_____
Tony Nevarez, Director
El Paso International Airport Department

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Dionne Mack**, as **City Manager** of the City of El Paso, a Texas municipal corporation, as the act and deed of the City of El Paso.

_____
Notary Public, State of Texas

My Commission expires: _____

APPRAISER:
CBRE, INC.

Name: Craig Young
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 1st day of December, 2025, by Craig Young, as Executive Vice President (title) of **CBRE, INC.**

JENNIFER LOU FLORES
Notary Public, State of Texas
Comm. Expires 05-31-2026
Notary ID 129743544

Notary Public, State of Texas

Attachment "A"
Fee Schedule

Appraisal Fee ranges from $1,800 to $15,000 per appraisal depending on complexity

Expert Testimony fee: $350 per hour

Consultation Fee: $350 per hour

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES
(2025-0031R Real Estate Appraisal Services - Airport)

This On-Call Agreement for Professional Services Appraisal Services ("**Agreement**") is entered into this _____ day of _____, 2025 ("**Effective Date**"), and is between the **CITY OF EL PASO, TEXAS** (the "**City**") and **Steve R. Gragg dba Gragg Risk Management, LLC** (the "**Appraiser**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, the Appraiser was selected on the basis of demonstrated competence and qualifications to perform the services described in this Agreement;

WHEREAS, the City intends to engage the Appraiser to perform appraisal services on a task order basis through the use of task orders referencing this Agreement, the scope of which is described in this Agreement;

WHEREAS, the services to be provided under this Agreement are necessary to comply with local, state and federal polices, regulations and procedures.

The parties agree as follows:

SECTION 1. TERM.

A. The term of this Agreement is for a period of three years from the Effective Date. The services called for by each task order begin upon the issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order. The Appraiser agrees that the City Manager or designee, for the City may extend the term of this Agreement by exercising one option of two additional years.

SECTION 2. SUBJECT PROPERTY TO BE APPRAISED.

A. The Appraiser shall appraise the property identified in each task order pursuant to this Agreement.

SECTION 3. PAYMENT

The City will pay the Appraiser an amount not to exceed $25,000.00 per year from the effective date. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement. The Appraiser will

invoice the City following the completion of each task order in accordance to the fee schedule attached to this Agreement as **Attachment "A"**.

SECTION 4. SCOPE OF APPRAISER'S SERVICES.

A. The Appraiser will perform the services as provided by each Task Order issued by the City in writing (**"Task Order"**). The Appraiser will perform the services for the fees stipulated on the fee schedule attached to this Agreement as Attachment "A". The Appraiser will not perform any services until the Appraiser has received a Task Order from the City. Notwithstanding anything to the contrary, the City will not owe the Appraiser any payments for any work that is performed without a Task Order.

B. Unless otherwise provided in the Task Order, the Appraiser will perform the following services for all Task Order's issued by the City:

1. APPRAISAL. The Appraiser shall appraise the property identified in the task order and prepare and deliver one (1) draft appraisal report for on or before the date specified in the Task Order to the City Representative. For purposes of this Agreement, the **"City Representative"** is the City Engineer or designee. The City Representative will review the draft appraisal report in a timely manner. Within seven (7) City business days after the Appraiser receives the City Representative's written comments, the Appraiser will deliver three (3) hard copies and an electronic file (a pdf and tiff file on one CD) of the appraisal report to the City. The City Representative may waive the requirement for hard copies and/or CD.

2. PROPERTY INSPECTION. The Appraiser shall personally inspect the property identified in the Task Order, to include any buildings, structure improvements, fixtures and appurtenances, thereon or belonging thereto. If the Appraiser's inspection or investigation discloses a sale of a portion of a property by an unrecorded contract of sale or otherwise, the Appraiser shall notify the City.

3. VALUATION DATA. The Appraiser shall make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound conclusions and to prepare the appraisal report to be furnished under this Agreement, including but not limited to, the three (3) most recent comparable sales which precede the appraisal, if any.

4. PURPOSE AND SIGNIFICANCE OF APPRAISAL. The appraisal to be furnished under each Task Order under this Agreement is required by the City for its guidance in setting fair and impartial determinations of market value. The Appraiser agrees to

provide the City appraisal services that meet the definition of an appraisal as required by applicable federal, state and local laws, regulations, policies and procedures. The Appraiser shall be guided by those objectives when estimating values and when making investigations and studies and analyzing the property identified in the Task Order and the evidences of its value. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the Appraiser reached the valuation conclusions. If required, the City will contract separately for a review appraisal with another appraiser. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value of the Property. Because Federal funds are often involved in the City project for which the property is being appraised, unless instructed to the contrary in writing by the City, the Appraiser and the appraisal must meet the specific requirements under the URA and 24 CFR 24.103 in Title 49, unless the appraisal is a review appraisal in which event the appraiser must meet the specific requirements of 24 CRF 24.104.

5. DATE OF VALUATION. The Appraiser's valuation date shall be mutually agreed upon and identified in the Task Order issued by the City Representative.

6. APPRAISER CERTIFICATION. The Appraiser represents that the appraiser appraising the Property for the Appraiser, is state-certified as a "Certified General Appraiser" by the State of Texas, and will remain certified during the term of this Agreement and shall provide the City with proof of current certification. The Appraiser represents that it is a member of the Appraisal Institute and that the Appraiser currently employs a qualified expert witness. Further, the Appraiser represents and warrants that the Appraiser is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the URA) as well as the Code of Federal Regulations (CFR) applying to the URA sections.

7. Appraiser will provide the services in two parts. First Appraiser will provide a Restricted Report & second a Full Report in accordance to the timelines set in the Task Order.

8. EXPERT WITNESS. If specifically requested by a Task Order, the Appraiser will provide expert witnesses services in any Eminent Domain proceeding or other judicial proceedings as directed by the Task Order.

SECTION 5. CONTENTS OF APPRAISAL REPORT.

A. The appraisal report to be furnished by the Appraiser under each Task Order in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal report on the property described in each Task Order shall include a summary, legal and title matters affecting value, highest and best use analysis, and property valuation and appraisal analyses as more particularly described in this Section below followed by a report furnishing the Appraiser's opinions and conclusions on the date and analyses.

B. APPRAISAL SUMMARY. Each appraisal under a Task Order shall include a summary sheet titled "Appraisal Report for the City of El Paso and its Agents," which may be a printed form, completed to provide the following:

1. The Property Address.

2. Date of report.

3. Legal description of the Property.

4. Date or dates of the Appraiser's inspection(s) of the Property.

5. The Appraiser's estimate of the market value of the property identified in the Task Order based on the highest and best use. The Appraiser will estimate the market value of the property identified in the Task Order for the real estate interest specifically listed in the Task Order.

6. The certifications of the Appraiser that: (i) it personally made a thorough inspection of the property identified in the Task Order; (ii) to the best of its knowledge and belief, everything contained in the report is true and no relevant or important fact has been omitted; (iii) neither its employment nor compensation is contingent on the valuation reported; and (iv) it has no past, present or prospective interest (including that of real estate agent or broker) in the property identified in the task order, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial appraisal report;

7. A certification that, in the Appraiser's opinion, the market value of the property identified in the Task Order is an amount to be stated as of the date of valuation determined in accordance with the Task Order; and

8. The signature of the Appraiser.

C. LEGAL AND TITLE MATTERS AFFECTING VALUE. The appraisal report shall include a report of any official citations or personal observations by the Appraiser of any condition or occupancy of the Property in violation of law, and any other legal or title matters that the Appraiser is aware of affecting the available lawful uses or the value of the Property.

D. HIGHEST AND BEST USE. The appraisal report shall include the Appraiser's opinion as to the highest and best use for the property identified in the task order.

E. PROPERTY VALUATION AND APPRAISAL ANALYSES. The appraisal report shall utilize basic appraisal principles and standards of professional practice to set forth the market value of the property identified in the Task Order. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching a conclusion as to value and all data and analyses needed to explain and support the valuation, including:

1. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser; and

2. The Appraiser's evaluation of the indications of value deduced from its separate analyses of the various evidences of value and an explanation of how it reached its final conclusion as to the market value of the property identified in the task order.

SECTION 6. ITEMS TO BE PROVIDED BY CITY.

A. The City agrees to furnish the Appraiser with the following:

1. PROPERTY MAP. Each Task Order will have a map or plat, based on official records, of the Property showing the boundaries and dimensions of the property to be appraised.

2. OWNERSHIP DATA. The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of the property in the Task Order as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

3. LEGAL ADVICE. Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the owner's interest in the property described in the Task Order.

SECTION 7. REPRESENTATIONS AND AGREEMENTS OF APPRAISER.

A. As an inducement to the execution of the Agreement by the City and in consideration of the agreements to be performed by the City, the Appraiser represents and agrees that:

1. SOLICITATION OR PROCUREMENT OF AGREEMENT. The Appraiser has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.

2. INTEREST OF APPRAISER AND APPRAISER'S EMPLOYEES. The Appraiser does not have any interest, including that of real estate agent or broker, direct or indirect, present or prospective, in the properties described in each Task Order or in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of any reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest; and, until such property identified in a Task Order is acquired by the City or excluded from its project by a determination of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.

3. SERVICES TO BE CONFIDENTIAL. All services, including reports, opinions and information to be furnished under this Agreement, are confidential and the Appraiser shall not divulge, in whole or in part, to any person other than to the duly authorized representatives of the City without the prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of its staff or organization divulges any information concerning such appraisal or services except as provided above. The Appraiser agrees, that the City may, at the City's discretion, release to the public any appraisals provided by the Appraiser without the Appraiser's consent.

4. FACILITIES AND PERSONNEL. The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of the property identified in the Task Order, the employment of such person or persons for such

purpose shall not place the City under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished hereunder.

B. The representations and warranties made by the Appraiser under this Section will extend to the work done under each Task Order issued by the City under this Agreement.

SECTION 8. INTEREST OF OFFICIALS OF CITY.

No official of the City shall participate in any decision relative to this Agreement affecting, directly or indirectly, any personal interests. No such officer, agent or employee of the City having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 9. CHANGES.

The City, at any time, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under each Task Order issued under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for its performance, equitable adjustment shall be made in the provisions of the Task Order (and this Agreement if necessary) for payments to the Appraiser, in accordance to the Attached Fee Schedule or for the time for performance of the services, or for both.

SECTION 10. TERMINATION.

A. TERMINATION FOR FAILURE TO FULFILL. If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner all obligations under this Agreement or a Task Order, or if the Appraiser shall violate any of the covenants or agreements thereof, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default, and may hold the Appraiser liable for any damage caused to the City by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Appraiser, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Appraiser, and the City may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the City from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Section solely for reasons of delay if the delay is due to causes beyond the control and without the fault or

negligence of the Appraiser, but this shall not prevent the City from terminating this Agreement because of such delay.

B. TERMINATION BY EITHER PARTY. It is mutually understood and agreed by the City and the Appraiser that either party may terminate this Agreement or any issued Task Order, in whole or in part for any or no reason, upon **5 consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Appraiser shall cease the performance of services under this Agreement. Upon such termination, the Appraiser shall provide one final invoice for all services completed prior to the notice of termination. The City shall compensate the Appraiser in accordance with this Agreement; however, the City may withhold any payment to the Appraiser that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Appraiser from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments. The City will be entitled to exercise ownership over any documents or services for which the City paid the Appraiser.

SECTION 11. INSURANCE.

A. Appraiser will obtain and maintain for the term of this Agreement the following insurance policies as provided below:

1. Worker's Compensation Insurance as may be required by law.

2. Commercial Liability Insurance to cover the work performed under this Agreement from claims for damages to personal injury, including accidental death, as well as from claims for property damages, whether such operations be by the Appraiser or by anyone directly or indirectly employed by the Appraiser. The minimum amounts for liability coverages must be as follows:

a. **COMMERCIAL GENERAL LIABILITY**

$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

b. **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

3. Professional Liability Insurance in the minimum amount of $1,000,000 on a claims made basis.

4. Additional Insured. The Appraiser will add the City to all insurance policies (except Worker's Compensation and Professional Liability Insurance) as an additional insured.

5. The Appraiser will furnish the City with certificates of insurance and endorsements showing the types 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 insurance coverages, and name of agent/broker. If requested by the City's Risk Manager, the Appraiser will provide copies of the insurance policy in order to allow the City to verify that the insurance policies provide coverage as required under this Agreement.

6. All policies will provide an endorsement that provides that the insurance policy cannot be canceled or the amount of coverage changed without thirty calendar days prior written notice to the City or ten calendar days prior written notice for non-payment of insurance policy premiums.

SECTION 12. INDEMNIFICATION.

A. TO THE EXTENT ALLOWED BY LAW, THE APPRAISER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES OF PROPERTY DAMAGE, INJURY, OR DEATH ARISING OUT OF ANY SERVICES PERFORMED BY THE APPRAISER UNDER THIS AGREEMENT, PROVIDED THAT THE APPRAISER WILL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CITY OR THE CITY'S EMPLOYEES.

SECTION 13. GENERAL PROVISIONS.

A. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City is entitled to enter into appraisal services agreements at any time with other appraisers in addition to the Appraiser who is the party to this Agreement. The City has the sole discretion as to whether it makes an assignment of an appraisal under this Agreement or the agreement of another appraiser. The selection shall be based upon the experience of the respective appraisers and the nature of the work to be performed.

B. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

C. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Appraiser and the City. As such, the City is not subject to the liabilities or obligations the Appraiser obtains under the performance of this Agreement.

D. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this Agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

E. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	El Paso International Airport Department Real Estate Division 6701 Convair Rd. El Paso, TX 79925 FranceAD@elpasotexas.gov
To the Appraiser:	Steve R. Gragg dba Gragg Risk Management, LLC 4825 Caseta Rd. 79922

F. CONFIDENTIALITY. The Appraiser acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release

of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

G. GOVERNING LAW. This Agreement is governed by Texas law.

H. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

I. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

J. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

K. GOVERNMENTAL FUNCTIONS. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

L. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Appraiser will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

M. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Appraiser will allow the City to inspect and copy all records pertaining to the Work provided in this Agreement.

N. RECORDS. The Appraiser will maintain records of all details with respect to the services to be performed hereunder, including one complete copy of each report, for three (3) years after delivering such report, or until the Property is conveyed, or its conveyance is abandoned by the City, whichever is later.

O. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

P. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the Appraiser, and the Appraiser's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

Q. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.

R. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

S. REPRESENTATIONS AND WARRANTIES. The Appraiser warrants to the City that the Appraiser has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

T. TEXAS GOVERNMENT CODE. In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Appraiser represents and warrants to the City 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.

U. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

V. NON-DISCRIMINATION COVENANT. The Appraiser, for itself, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the preparation of this appraisal report.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

3. That the Appraiser shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. The Appraiser shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. That, in the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

W. AFFIRMATIVE ACTION. The Appraiser assures that no person shall, on the grounds of race, color, sex, or national origin, be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments, or otherwise applicable to persons leasing premises from the City of El Paso. The Appraiser assures that it will require that its covered sub-organizations provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations to the same effect.

(Signatures Begin on the Following Page)

IN WITNESS WHEREOF, the City and the Appraiser have approved of this Agreement to be effective as of the date first written above.

CITY OF EL PASO:

_____
Dionne Mack, City Manager

APPROVED AS TO CONTENT:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Claudia A. Garcia , Director
Purchasing & Strategic Sourcing Department

_____
Tony Nevarez, Director
El Paso International Airport Department

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Dionne Mack**, as **City Manager** of the **City of El Paso, a Texas municipal corporation**, as the act and deed of the City of El Paso.

_____
Notary Public, State of Texas

APPRAISER:
Steven R. Gragg dba Gragg Risk Management, LLC

Name: STEVEN R. GRAGG
Title: SOLE MEMBER

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 20th day of November, 2025, by Steven R. Gragg, as Sole Member (title) of **Steve R. Gragg dba Gragg Risk Management, LLC.**

GLYNIS GRAGG
Notary Public, State of Texas
Comm. Expires 04-06-2026
Notary ID 13369161-9

Glynis Gragg
Notary Public, State of Texas

Attachment "A"
Fee Schedule

Appraisal Fee ranges from $1,800 to $15,000 per appraisal depending on complexity

Expert Testimony fee: $350 per hour

Consultation Fee: $350 per hour

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES
(2025-0031R Real Estate Appraisal Services - Airport)

This On-Call Agreement for Professional Services Appraisal Services ("**Agreement**") is entered into this _____ day of _____, 2025 ("**Effective Date**"), and is between the **CITY OF EL PASO, TEXAS** (the "**City**") and **Lowery Property Advisors, LLC, a Texas limited liability company** (the "**Appraiser**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, the Appraiser was selected on the basis of demonstrated competence and qualifications to perform the services described in this Agreement;

WHEREAS, the City intends to engage the Appraiser to perform appraisal services on a task order basis through the use of task orders referencing this Agreement, the scope of which is described in this Agreement;

WHEREAS, the services to be provided under this Agreement are necessary to comply with local, state and federal polices, regulations and procedures.

The parties agree as follows:

SECTION 1. TERM.

A. The term of this Agreement is for a period of three years from the Effective Date. The services called for by each task order begin upon the issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order. The Appraiser agrees that the City Manager or designee, for the City may extend the term of this Agreement by exercising one option of two additional years.

SECTION 2. SUBJECT PROPERTY TO BE APPRAISED.

A. The Appraiser shall appraise the property identified in each task order pursuant to this Agreement.

SECTION 3. PAYMENT

The City will pay the Appraiser an amount not to exceed $25,000.00 per year from the effective date. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement. The Appraiser will

invoice the City following the completion of each task order in accordance to the fee schedule attached to this Agreement as **Attachment "A"**.

SECTION 4. SCOPE OF APPRAISER'S SERVICES.

A. The Appraiser will perform the services as provided by each Task Order issued by the City in writing ("**Task Order**"). The Appraiser will perform the services for the fees stipulated on the fee schedule attached to this Agreement as Attachment "A". The Appraiser will not perform any services until the Appraiser has received a Task Order from the City. Notwithstanding anything to the contrary, the City will not owe the Appraiser any payments for any work that is performed without a Task Order.

B. Unless otherwise provided in the Task Order, the Appraiser will perform the following services for all Task Order's issued by the City:

1. APPRAISAL. The Appraiser shall appraise the property identified in the task order and prepare and deliver one (1) draft appraisal report for on or before the date specified in the Task Order to the City Representative. For purposes of this Agreement, the "**City Representative**" is the City Engineer or designee. The City Representative will review the draft appraisal report in a timely manner. Within seven (7) City business days after the Appraiser receives the City Representative's written comments, the Appraiser will deliver three (3) hard copies and an electronic file (a pdf and tiff file on one CD) of the appraisal report to the City. The City Representative may waive the requirement for hard copies and/or CD.

2. PROPERTY INSPECTION. The Appraiser shall personally inspect the property identified in the Task Order, to include any buildings, structure improvements, fixtures and appurtenances, thereon or belonging thereto. If the Appraiser's inspection or investigation discloses a sale of a portion of a property by an unrecorded contract of sale or otherwise, the Appraiser shall notify the City.

3. VALUATION DATA. The Appraiser shall make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound conclusions and to prepare the appraisal report to be furnished under this Agreement, including but not limited to, the three (3) most recent comparable sales which precede the appraisal, if any.

4. PURPOSE AND SIGNIFICANCE OF APPRAISAL. The appraisal to be furnished under each Task Order under this Agreement is required by the City for its guidance in setting fair and impartial determinations of market value. The Appraiser agrees to

provide the City appraisal services that meet the definition of an appraisal as required by applicable federal, state and local laws, regulations, policies and procedures. The Appraiser shall be guided by those objectives when estimating values and when making investigations and studies and analyzing the property identified in the Task Order and the evidences of its value. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the Appraiser reached the valuation conclusions. If required, the City will contract separately for a review appraisal with another appraiser. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value of the Property. Because Federal funds are often involved in the City project for which the property is being appraised, unless instructed to the contrary in writing by the City, the Appraiser and the appraisal must meet the specific requirements under the URA and 24 CFR 24.103 in Title 49, unless the appraisal is a review appraisal in which event the appraiser must meet the specific requirements of 24 CRF 24.104.

5. DATE OF VALUATION. The Appraiser's valuation date shall be mutually agreed upon and identified in the Task Order issued by the City Representative.

6. APPRAISER CERTIFICATION. The Appraiser represents that the appraiser appraising the Property for the Appraiser, is state-certified as a "Certified General Appraiser" by the State of Texas, and will remain certified during the term of this Agreement and shall provide the City with proof of current certification. The Appraiser represents that it is a member of the Appraisal Institute and that the Appraiser currently employs a qualified expert witness. Further, the Appraiser represents and warrants that the Appraiser is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the URA) as well as the Code of Federal Regulations (CFR) applying to the URA sections.

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8. EXPERT WITNESS. If specifically requested by a Task Order, the Appraiser will provide expert witnesses services in any Eminent Domain proceeding or other judicial proceedings as directed by the Task Order.

SECTION 5. CONTENTS OF APPRAISAL REPORT.

A. The appraisal report to be furnished by the Appraiser under each Task Order in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal report on the property described in each Task Order shall include a summary, legal and title matters affecting value, highest and best use analysis, and property valuation and appraisal analyses as more particularly described in this Section below followed by a report furnishing the Appraiser's opinions and conclusions on the date and analyses.

B. APPRAISAL SUMMARY. Each appraisal under a Task Order shall include a summary sheet titled "Appraisal Report for the City of El Paso and its Agents," which may be a printed form, completed to provide the following:

1. The Property Address.

2. Date of report.

3. Legal description of the Property.

4. Date or dates of the Appraiser's inspection(s) of the Property.

5. The Appraiser's estimate of the market value of the property identified in the Task Order based on the highest and best use. The Appraiser will estimate the market value of the property identified in the Task Order for the real estate interest specifically listed in the Task Order.

6. The certifications of the Appraiser that: (i) it personally made a thorough inspection of the property identified in the Task Order; (ii) to the best of its knowledge and belief, everything contained in the report is true and no relevant or important fact has been omitted; (iii) neither its employment nor compensation is contingent on the valuation reported; and (iv) it has no past, present or prospective interest (including that of real estate agent or broker) in the property identified in the task order, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial appraisal report;

7. A certification that, in the Appraiser's opinion, the market value of the property identified in the Task Order is an amount to be stated as of the date of valuation determined in accordance with the Task Order; and

8. The signature of the Appraiser.

C. LEGAL AND TITLE MATTERS AFFECTING VALUE. The appraisal report shall include a report of any official citations or personal observations by the Appraiser of any condition or occupancy of the Property in violation of law, and any other legal or title matters that the Appraiser is aware of affecting the available lawful uses or the value of the Property.

D. HIGHEST AND BEST USE. The appraisal report shall include the Appraiser's opinion as to the highest and best use for the property identified in the task order.

E. PROPERTY VALUATION AND APPRAISAL ANALYSES. The appraisal report shall utilize basic appraisal principles and standards of professional practice to set forth the market value of the property identified in the Task Order. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching a conclusion as to value and all data and analyses needed to explain and support the valuation, including:

1. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser; and

2. The Appraiser's evaluation of the indications of value deduced from its separate analyses of the various evidences of value and an explanation of how it reached its final conclusion as to the market value of the property identified in the task order.

SECTION 6. ITEMS TO BE PROVIDED BY CITY.

A. The City agrees to furnish the Appraiser with the following:

1. PROPERTY MAP. Each Task Order will have a map or plat, based on official records, of the Property showing the boundaries and dimensions of the property to be appraised.

2. OWNERSHIP DATA. The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of the property in the Task Order as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

3. LEGAL ADVICE. Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the owner's interest in the property described in the Task Order.

SECTION 7. REPRESENTATIONS AND AGREEMENTS OF APPRAISER.

A. As an inducement to the execution of the Agreement by the City and in consideration of the agreements to be performed by the City, the Appraiser represents and agrees that:

1. SOLICITATION OR PROCUREMENT OF AGREEMENT. The Appraiser has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.

2. INTEREST OF APPRAISER AND APPRAISER'S EMPLOYEES. The Appraiser does not have any interest, including that of real estate agent or broker, direct or indirect, present or prospective, in the properties described in each Task Order or in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of any reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest; and, until such property identified in a Task Order is acquired by the City or excluded from its project by a determination of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.

3. SERVICES TO BE CONFIDENTIAL**.** All services, including reports, opinions and information to be furnished under this Agreement, are confidential and the Appraiser shall not divulge, in whole or in part, to any person other than to the duly authorized representatives of the City without the prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of its staff or organization divulges any information concerning such appraisal or services except as provided above. The Appraiser agrees, that the City may, at the City's discretion, release to the public any appraisals provided by the Appraiser without the Appraiser's consent.

4. FACILITIES AND PERSONNEL**.** The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of the property identified in the Task Order, the employment of such person or persons for such

purpose shall not place the City under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished hereunder.

B. The representations and warranties made by the Appraiser under this Section will extend to the work done under each Task Order issued by the City under this Agreement.

SECTION 8. INTEREST OF OFFICIALS OF CITY.

No official of the City shall participate in any decision relative to this Agreement affecting, directly or indirectly, any personal interests. No such officer, agent or employee of the City having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 9. CHANGES.

The City, at any time, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under each Task Order issued under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for its performance, equitable adjustment shall be made in the provisions of the Task Order (and this Agreement if necessary) for payments to the Appraiser, in accordance to the Attached Fee Schedule or for the time for performance of the services, or for both.

SECTION 10. TERMINATION.

A. TERMINATION FOR FAILURE TO FULFILL**.** If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner all obligations under this Agreement or a Task Order, or if the Appraiser shall violate any of the covenants or agreements thereof, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default, and may hold the Appraiser liable for any damage caused to the City by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Appraiser, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Appraiser, and the City may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the City from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Section solely for reasons of delay if the delay is due to causes beyond the control and without the fault or

negligence of the Appraiser, but this shall not prevent the City from terminating this Agreement because of such delay.

B. TERMINATION BY EITHER PARTY**.** It is mutually understood and agreed by the City and the Appraiser that either party may terminate this Agreement or any issued Task Order, in whole or in part for any or no reason, upon **5 consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Appraiser shall cease the performance of services under this Agreement. Upon such termination, the Appraiser shall provide one final invoice for all services completed prior to the notice of termination. The City shall compensate the Appraiser in accordance with this Agreement; however, the City may withhold any payment to the Appraiser that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Appraiser from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments. The City will be entitled to exercise ownership over any documents or services for which the City paid the Appraiser.

SECTION 11. INSURANCE.

A. Appraiser will obtain and maintain for the term of this Agreement the following insurance policies as provided below:

1. Worker's Compensation Insurance as may be required by law.

2. Commercial Liability Insurance to cover the work performed under this Agreement from claims for damages to personal injury, including accidental death, as well as from claims for property damages, whether such operations be by the Appraiser or by anyone directly or indirectly employed by the Appraiser. The minimum amounts for liability coverages must be as follows:

a. **COMMERCIAL GENERAL LIABILITY**

$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

b. **AUTOMOBILE LIABILITY**

Combined Single Limit

$1,000,000.00 per accident

3. Professional Liability Insurance in the minimum amount of $1,000,000 on a claims made basis.

4. Additional Insured. The Appraiser will add the City to all insurance policies (except Worker's Compensation and Professional Liability Insurance) as an additional insured.

5. The Appraiser will furnish the City with certificates of insurance and endorsements showing the types 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 insurance coverages, and name of agent/broker. If requested by the City's Risk Manager, the Appraiser will provide copies of the insurance policy in order to allow the City to verify that the insurance policies provide coverage as required under this Agreement.

6. All policies will provide an endorsement that provides that the insurance policy cannot be canceled or the amount of coverage changed without thirty calendar days prior written notice to the City or ten calendar days prior written notice for non-payment of insurance policy premiums.

SECTION 12. INDEMNIFICATION.

A. TO THE EXTENT ALLOWED BY LAW, THE APPRAISER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES OF PROPERTY DAMAGE, INJURY, OR DEATH ARISING OUT OF ANY SERVICES PERFORMED BY THE APPRAISER UNDER THIS AGREEMENT, PROVIDED THAT THE APPRAISER WILL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CITY OR THE CITY'S EMPLOYEES.

SECTION 13. GENERAL PROVISIONS.

A. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City is entitled to enter into appraisal services agreements at any time with other appraisers in addition to the Appraiser who is the party to this Agreement. The City has the sole discretion as to whether it makes an assignment of an appraisal under this Agreement or the agreement of another appraiser. The selection shall be based upon the experience of the respective appraisers and the nature of the work to be performed.

B. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

C. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Appraiser and the City. As such, the City is not subject to the liabilities or obligations the Appraiser obtains under the performance of this Agreement.

D. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this Agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

E. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	El Paso International Airport Department Real Estate Division 6701 Convair Rd. El Paso, TX 79925 FranceAD@elpasotexas.gov
To the Appraiser:	Lowery Property Advisors, LLC 106 Docker Court, Suite 1000 Irving, TX 75062

F. CONFIDENTIALITY. The Appraiser acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release

of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

G. GOVERNING LAW. This Agreement is governed by Texas law.

H. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

I. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

J. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

K. GOVERNMENTAL FUNCTIONS. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

L. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Appraiser will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

M. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Appraiser will allow the City to inspect and copy all records pertaining to the Work provided in this Agreement.

N. RECORDS. The Appraiser will maintain records of all details with respect to the services to be performed hereunder, including one complete copy of each report, for three (3) years after delivering such report, or until the Property is conveyed, or its conveyance is abandoned by the City, whichever is later.

O. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

P. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the Appraiser, and the Appraiser's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

Q. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

R. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

S. REPRESENTATIONS AND WARRANTIES. The Appraiser warrants to the City that the Appraiser has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

T. TEXAS GOVERNMENT CODE. In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Appraiser represents and warrants to the City 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.

U. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

V. NON-DISCRIMINATION COVENANT. The Appraiser, for itself, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the preparation of this appraisal report.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

3. That the Appraiser shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. The Appraiser shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. That, in the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

W. AFFIRMATIVE ACTION. The Appraiser assures that no person shall, on the grounds of race, color, sex, or national origin, be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments, or otherwise applicable to persons leasing premises from the City of El Paso. The Appraiser assures that it will require that its covered sub-organizations provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations to the same effect.

(Signatures Begin on the Following Page)

IN WITNESS WHEREOF, the City and the Appraiser have approved of this Agreement to be effective as of the date first written above.

CITY OF EL PASO:

_____
Dionne Mack, City Manager

APPROVED AS TO CONTENT:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Claudia A. Garcia , Director
Purchasing & Strategic Sourcing Department

_____
Tony Nevarez, Director
El Paso International Airport Department

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Dionne Mack**, as **City Manager** of the **City of El Paso, a Texas municipal corporation**, as the act and deed of the City of El Paso.

_____
Notary Public, State of Texas

APPRAISER:
Lowery Property Advisors, LLC, a Texas limited liability company

Mario Caro

Name: Mario Caro
Title: Sr. Managing Director

ACKNOWLEDGMENT

STATE OF TEXAS)
Bexar)
COUNTY OF ~~EL PASO~~)

This instrument was acknowledged before me on the 1st day of December, 2025, by Mario A Caro, as Sr. Managing Director (title) of **Lowery Property Advisors, LLC, a Texas limited liability company.**

MELODIE ELISE MANSELL
Notary Public, State of Texas
Comm. Expires 02-22-2026
Notary ID 6476887

Melodie Elise Mansell

Notary Public, State of Texas

Attachment "A"
Fee Schedule

Appraisal Fee ranges from $1,800 to $15,000 per appraisal depending on complexity

Expert Testimony fee: $350 per hour

Consultation Fee: $350 per hour

ON-CALL AGREEMENT FOR PROFESSIONAL SERVICES
(2025-0031R Real Estate Appraisal Services - Airport)

This On-Call Agreement for Professional Services Appraisal Services ("**Agreement**") is entered into this _____ day of _____, 2025 ("**Effective Date**"), and is between the **CITY OF EL PASO, TEXAS** (the "**City**") and **Wilkinson, Pendergras & Associates, LP, a Texas limited partnership** (the "**Appraiser**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, the Appraiser was selected on the basis of demonstrated competence and qualifications to perform the services described in this Agreement;

WHEREAS, the City intends to engage the Appraiser to perform appraisal services on a task order basis through the use of task orders referencing this Agreement, the scope of which is described in this Agreement;

WHEREAS, the services to be provided under this Agreement are necessary to comply with local, state and federal polices, regulations and procedures.

The parties agree as follows:

SECTION 1. TERM.

A. The term of this Agreement is for a period of three years from the Effective Date. The services called for by each task order begin upon the issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order. The Appraiser agrees that the City Manager or designee, for the City may extend the term of this Agreement by exercising one option of two additional years.

SECTION 2. SUBJECT PROPERTY TO BE APPRAISED.

A. The Appraiser shall appraise the property identified in each task order pursuant to this Agreement.

SECTION 3. PAYMENT

The City will pay the Appraiser an amount not to exceed $25,000.00 per year from the effective date. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement. The Appraiser will

invoice the City following the completion of each task order in accordance to the fee schedule attached to this Agreement as **Attachment "A"**.

SECTION 4. SCOPE OF APPRAISER'S SERVICES.

A. The Appraiser will perform the services as provided by each Task Order issued by the City in writing (**"Task Order"**). The Appraiser will perform the services for the fees stipulated on the fee schedule attached to this Agreement as Attachment "A". The Appraiser will not perform any services until the Appraiser has received a Task Order from the City. Notwithstanding anything to the contrary, the City will not owe the Appraiser any payments for any work that is performed without a Task Order.

B. Unless otherwise provided in the Task Order, the Appraiser will perform the following services for all Task Order's issued by the City:

1. APPRAISAL. The Appraiser shall appraise the property identified in the task order and prepare and deliver one (1) draft appraisal report for on or before the date specified in the Task Order to the City Representative. For purposes of this Agreement, the **"City Representative"** is the City Engineer or designee. The City Representative will review the draft appraisal report in a timely manner. Within seven (7) City business days after the Appraiser receives the City Representative's written comments, the Appraiser will deliver three (3) hard copies and an electronic file (a pdf and tiff file on one CD) of the appraisal report to the City. The City Representative may waive the requirement for hard copies and/or CD.

2. PROPERTY INSPECTION. The Appraiser shall personally inspect the property identified in the Task Order, to include any buildings, structure improvements, fixtures and appurtenances, thereon or belonging thereto. If the Appraiser's inspection or investigation discloses a sale of a portion of a property by an unrecorded contract of sale or otherwise, the Appraiser shall notify the City.

3. VALUATION DATA. The Appraiser shall make such investigations, studies and property inspections as are appropriate to enable the Appraiser to derive sound conclusions and to prepare the appraisal report to be furnished under this Agreement, including but not limited to, the three (3) most recent comparable sales which precede the appraisal, if any.

4. PURPOSE AND SIGNIFICANCE OF APPRAISAL. The appraisal to be furnished under each Task Order under this Agreement is required by the City for its guidance in setting fair and impartial determinations of market value. The Appraiser agrees to

provide the City appraisal services that meet the definition of an appraisal as required by applicable federal, state and local laws, regulations, policies and procedures. The Appraiser shall be guided by those objectives when estimating values and when making investigations and studies and analyzing the property identified in the Task Order and the evidences of its value. Accordingly, the text of each appraisal report must cover all matters germane to the required valuation findings and must provide a full explanation of the Appraiser's reasoning and analyses of the evidences of value, so that a reviewer will be able to follow the Appraiser's analyses and understand how the Appraiser reached the valuation conclusions. If required, the City will contract separately for a review appraisal with another appraiser. The appraisal to be furnished under this Agreement is required by the City for its guidance in making an impartial determination of the market value of the Property. Because Federal funds are often involved in the City project for which the property is being appraised, unless instructed to the contrary in writing by the City, the Appraiser and the appraisal must meet the specific requirements under the URA and 24 CFR 24.103 in Title 49, unless the appraisal is a review appraisal in which event the appraiser must meet the specific requirements of 24 CRF 24.104.

5. DATE OF VALUATION. The Appraiser's valuation date shall be mutually agreed upon and identified in the Task Order issued by the City Representative.

6. APPRAISER CERTIFICATION. The Appraiser represents that the appraiser appraising the Property for the Appraiser, is state-certified as a "Certified General Appraiser" by the State of Texas, and will remain certified during the term of this Agreement and shall provide the City with proof of current certification. The Appraiser represents that it is a member of the Appraisal Institute and that the Appraiser currently employs a qualified expert witness. Further, the Appraiser represents and warrants that the Appraiser is familiar with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs at 42 USC Sec. 4601-4655 (the URA) as well as the Code of Federal Regulations (CFR) applying to the URA sections.

7. Appraiser will provide the services in two parts. First Appraiser will provide a Restricted Report & second a Full Report in accordance to the timelines set in the Task Order.

8. EXPERT WITNESS. If specifically requested by a Task Order, the Appraiser will provide expert witnesses services in any Eminent Domain proceeding or other judicial proceedings as directed by the Task Order.

SECTION 5. CONTENTS OF APPRAISAL REPORT.

A. The appraisal report to be furnished by the Appraiser under each Task Order in accordance with this Agreement shall contain the Appraiser's conclusions and opinions, together with the data and analyses by which they are derived, as set forth below. The appraisal report on the property described in each Task Order shall include a summary, legal and title matters affecting value, highest and best use analysis, and property valuation and appraisal analyses as more particularly described in this Section below followed by a report furnishing the Appraiser's opinions and conclusions on the date and analyses.

B. APPRAISAL SUMMARY. Each appraisal under a Task Order shall include a summary sheet titled "Appraisal Report for the City of El Paso and its Agents," which may be a printed form, completed to provide the following:

1. The Property Address.

2. Date of report.

3. Legal description of the Property.

4. Date or dates of the Appraiser's inspection(s) of the Property.

5. The Appraiser's estimate of the market value of the property identified in the Task Order based on the highest and best use. The Appraiser will estimate the market value of the property identified in the Task Order for the real estate interest specifically listed in the Task Order.

6. The certifications of the Appraiser that: (i) it personally made a thorough inspection of the property identified in the Task Order; (ii) to the best of its knowledge and belief, everything contained in the report is true and no relevant or important fact has been omitted; (iii) neither its employment nor compensation is contingent on the valuation reported; and (iv) it has no past, present or prospective interest (including that of real estate agent or broker) in the property identified in the task order, the parties involved, or any other interest that would conflict in any way with the services performed or the making of an impartial appraisal report;

7. A certification that, in the Appraiser's opinion, the market value of the property identified in the Task Order is an amount to be stated as of the date of valuation determined in accordance with the Task Order; and

8. The signature of the Appraiser.

C. LEGAL AND TITLE MATTERS AFFECTING VALUE. The appraisal report shall include a report of any official citations or personal observations by the Appraiser of any condition or occupancy of the Property in violation of law, and any other legal or title matters that the Appraiser is aware of affecting the available lawful uses or the value of the Property.

D. HIGHEST AND BEST USE. The appraisal report shall include the Appraiser's opinion as to the highest and best use for the property identified in the task order.

E. PROPERTY VALUATION AND APPRAISAL ANALYSES. The appraisal report shall utilize basic appraisal principles and standards of professional practice to set forth the market value of the property identified in the Task Order. The appraisal report shall contain a description of the reasoning process used by the Appraiser in reaching a conclusion as to value and all data and analyses needed to explain and support the valuation, including:

1. Such maps, plans, photographs or other exhibits, as necessary, to explain or illustrate the analyses of the Appraiser; and

2. The Appraiser's evaluation of the indications of value deduced from its separate analyses of the various evidences of value and an explanation of how it reached its final conclusion as to the market value of the property identified in the task order.

SECTION 6. ITEMS TO BE PROVIDED BY CITY.

A. The City agrees to furnish the Appraiser with the following:

1. PROPERTY MAP. Each Task Order will have a map or plat, based on official records, of the Property showing the boundaries and dimensions of the property to be appraised.

2. OWNERSHIP DATA. The name and, if known or shown of record, the address of the ostensible owner as it appears of record and the legal description of the property in the Task Order as shown by the conveyance or conveyances or other instrument by which the record owner acquired title.

3. LEGAL ADVICE. Advice, upon request of the Appraiser, on legal matters affecting the appraisal of the owner's interest in the property described in the Task Order.

SECTION 7. REPRESENTATIONS AND AGREEMENTS OF APPRAISER.

A. As an inducement to the execution of the Agreement by the City and in consideration of the agreements to be performed by the City, the Appraiser represents and agrees that:

1. SOLICITATION OR PROCUREMENT OF AGREEMENT. The Appraiser has not employed any person to solicit or procure this Agreement and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee or other compensation in connection with the procurement of this Agreement.

2. INTEREST OF APPRAISER AND APPRAISER'S EMPLOYEES. The Appraiser does not have any interest, including that of real estate agent or broker, direct or indirect, present or prospective, in the properties described in each Task Order or in the sale thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of any reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest; and, until such property identified in a Task Order is acquired by the City or excluded from its project by a determination of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any such interests and will not, for their own account or for other than the City, negotiate for any of said property, perform services in connection with said property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to such property.

3. SERVICES TO BE CONFIDENTIAL. All services, including reports, opinions and information to be furnished under this Agreement, are confidential and the Appraiser shall not divulge, in whole or in part, to any person other than to the duly authorized representatives of the City without the prior written approval of the City, except by testimony under oath in a judicial proceeding or as otherwise required by law. The Appraiser shall take all necessary steps to ensure that no member of its staff or organization divulges any information concerning such appraisal or services except as provided above. The Appraiser agrees, that the City may, at the City's discretion, release to the public any appraisals provided by the Appraiser without the Appraiser's consent.

4. FACILITIES AND PERSONNEL. The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder. If the Appraiser proposes to employ any person or persons to make any appraisals of machinery and equipment or other specialized elements or attributes of the property identified in the Task Order, the employment of such person or persons for such

purpose shall not place the City under any obligation to such employee, nor relieve the Appraiser of full responsibility for the faithful performance of the services to be furnished hereunder.

B. The representations and warranties made by the Appraiser under this Section will extend to the work done under each Task Order issued by the City under this Agreement.

SECTION 8. INTEREST OF OFFICIALS OF CITY.

No official of the City shall participate in any decision relative to this Agreement affecting, directly or indirectly, any personal interests. No such officer, agent or employee of the City having any responsibility or function in connection with this Agreement shall have any private interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 9. CHANGES.

The City, at any time, by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under each Task Order issued under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for its performance, equitable adjustment shall be made in the provisions of the Task Order (and this Agreement if necessary) for payments to the Appraiser, in accordance to the Attached Fee Schedule or for the time for performance of the services, or for both.

SECTION 10. TERMINATION.

A. TERMINATION FOR FAILURE TO FULFILL. If, through any cause, the Appraiser shall fail to fulfill in a timely and proper manner all obligations under this Agreement or a Task Order, or if the Appraiser shall violate any of the covenants or agreements thereof, the City may, upon written notice to the Appraiser, terminate the right of the Appraiser to proceed under this Agreement or with such part or parts thereof as to which there has been default, and may hold the Appraiser liable for any damage caused to the City by reason of such default and termination. In the event of such termination, any completed reports prepared by the Appraiser under this Agreement shall, at the option of the City, become its property and the Appraiser shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Appraiser, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Appraiser, and the City may withhold any payments from the Appraiser for the purpose of setoff until such time as the amount of damages due the City from the Appraiser is determined. The Appraiser shall not be held liable for damages under this Section solely for reasons of delay if the delay is due to causes beyond the control and without the fault or

negligence of the Appraiser, but this shall not prevent the City from terminating this Agreement because of such delay.

B. TERMINATION BY EITHER PARTY. It is mutually understood and agreed by the City and the Appraiser that either party may terminate this Agreement or any issued Task Order, in whole or in part for any or no reason, upon **5 consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Appraiser shall cease the performance of services under this Agreement. Upon such termination, the Appraiser shall provide one final invoice for all services completed prior to the notice of termination. The City shall compensate the Appraiser in accordance with this Agreement; however, the City may withhold any payment to the Appraiser that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Appraiser from the City is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its attachments. The City will be entitled to exercise ownership over any documents or services for which the City paid the Appraiser.

SECTION 11. INSURANCE.

A. Appraiser will obtain and maintain for the term of this Agreement the following insurance policies as provided below:

1. Worker's Compensation Insurance as may be required by law.

2. Commercial Liability Insurance to cover the work performed under this Agreement from claims for damages to personal injury, including accidental death, as well as from claims for property damages, whether such operations be by the Appraiser or by anyone directly or indirectly employed by the Appraiser. The minimum amounts for liability coverages must be as follows:

a. **COMMERCIAL GENERAL LIABILITY**

$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage

$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

b. **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

3. Professional Liability Insurance in the minimum amount of $1,000,000 on a claims made basis.

4. Additional Insured. The Appraiser will add the City to all insurance policies (except Worker's Compensation and Professional Liability Insurance) as an additional insured.

5. The Appraiser will furnish the City with certificates of insurance and endorsements showing the types 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 insurance coverages, and name of agent/broker. If requested by the City's Risk Manager, the Appraiser will provide copies of the insurance policy in order to allow the City to verify that the insurance policies provide coverage as required under this Agreement.

6. All policies will provide an endorsement that provides that the insurance policy cannot be canceled or the amount of coverage changed without thirty calendar days prior written notice to the City or ten calendar days prior written notice for non-payment of insurance policy premiums.

SECTION 12. INDEMNIFICATION.

A. TO THE EXTENT ALLOWED BY LAW, THE APPRAISER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES OF PROPERTY DAMAGE, INJURY, OR DEATH ARISING OUT OF ANY SERVICES PERFORMED BY THE APPRAISER UNDER THIS AGREEMENT, PROVIDED THAT THE APPRAISER WILL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS OF THE CITY OR THE CITY'S EMPLOYEES.

SECTION 13. GENERAL PROVISIONS.

A. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive. The City is entitled to enter into appraisal services agreements at any time with other appraisers in addition to the Appraiser who is the party to this Agreement. The City has the sole discretion as to whether it makes an assignment of an appraisal under this Agreement or

the agreement of another appraiser. The selection shall be based upon the experience of the respective appraisers and the nature of the work to be performed.

B. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

C. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Appraiser and the City. As such, the City is not subject to the liabilities or obligations the Appraiser obtains under the performance of this Agreement.

D. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this Agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

E. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	El Paso International Airport Department Real Estate Division 6701 Convair Rd. El Paso, TX 79925 FranceAD@elpasotexas.gov
To the Appraiser:	Wilkinson, Pendergras & Associates, LP 545 E. Redd Rd. Suite C. El Paso, TX 79912

F. CONFIDENTIALITY. The Appraiser acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

G. GOVERNING LAW. This Agreement is governed by Texas law.

H. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

I. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

J. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

K. GOVERNMENTAL FUNCTIONS. The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.

L. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Appraiser will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

M. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Appraiser will allow the City to inspect and copy all records pertaining to the Work provided in this Agreement.

N. RECORDS. The Appraiser will maintain records of all details with respect to the services to be performed hereunder, including one complete copy of each report, for three (3) years after delivering such report, or until the Property is conveyed, or its conveyance is abandoned by the City, whichever is later.

O. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

P. SUCCESSORS AND ASSIGNS. This Agreement is binding on the City and the Appraiser, and the Appraiser's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

Q. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.

R. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

S. REPRESENTATIONS AND WARRANTIES. The Appraiser warrants to the City that the Appraiser has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

T. TEXAS GOVERNMENT CODE. In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Appraiser represents and warrants to the City 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.

U. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

V. NON-DISCRIMINATION COVENANT. The Appraiser, for itself, personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the preparation of this appraisal report.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

3. That the Appraiser shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. The Appraiser shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. That, in the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

W. AFFIRMATIVE ACTION. The Appraiser assures that no person shall, on the grounds of race, color, sex, or national origin, be excluded from participating in or receiving the services or benefits of any program of activity covered by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments, or otherwise applicable to persons leasing premises from the City of El Paso. The Appraiser assures that it will require that its covered sub-organizations provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations to the same effect.

(Signatures Begin on the Following Page)

IN WITNESS WHEREOF, the City and the Appraiser have approved of this Agreement to be effective as of the date first written above.

CITY OF EL PASO:

_____
Dionne Mack, City Manager

APPROVED AS TO CONTENT:

_____
Ignacio R. Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Claudia A. Garcia , Director
Purchasing & Strategic Sourcing Department

_____
Tony Nevarez, Director
El Paso International Airport Department

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Dionne Mack**, as **City Manager** of the **City of El Paso, a Texas municipal corporation**, as the act and deed of the City of El Paso.

_____
Notary Public, State of Texas

APPRAISER:
Wilkinson, Pendergras & Associates, LP, a Texas limited partnership

Name: Genevieve Pendergras
Title: Appraiser

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 21st day of November, 2025, by Genevieve Pendergras, as Appraiser (title) of the Wilkinson, Pendergras & Associates, LP, a Texas limited partnership.

MORAIMA BARRON
My Notary ID # 11213652
Expires May 10, 2026

Notary Public, State of Texas

Attachment "A"
Fee Schedule

Appraisal Fee ranges from $1,800 to $15,000 per appraisal depending on complexity

Expert Testimony fee: $350 per hour

Consultation Fee: $350 per hour

File #: 25-1446, **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) 212-0043
Police, Chief Peter Pacillas, (915) 212-4305

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

The award of Solicitation 2026-0060 Vehicle Washing to Sun City Eco Wash LLC, for a three (3) year term for an estimated amount of $550,800.00. This contract will provide vehicle washing services for the fleet of the City of El Paso Police Department.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $352,800.00 which represents a 178.18% increase due to additional quantities, services and price increases.

Department:	Police
Award to:	Sun City Eco Wash LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$183,600.00
Initial Term Estimated Award:	$550,800.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$550,800.00
Account(s):	321-1000-21050-522280
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement.

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to Sun City Eco Wash LLC, the lowest responsive, responsible bidder.

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

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

DEPARTMENT: Police
Purchasing & Strategic Sourcing
AGENDA DATE: December 16, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Peter Pacillas, Chief of Police **PHONE NUMBER:** (915) 212-4305
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
The award of solicitation 2026-0060 Vehicle Washing to Sun City Eco Wash LLC, for a three (3) year term for an estimated amount of $550,800.00.

BACKGROUND / DISCUSSION:
This contract will provide vehicle washing services for the fleet of the City of El Paso Police Department.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on October 15, 2025. No suppliers were in attendance.

SELECTION SUMMARY:
Solicitation was advertised on October 7, 2025 and October 14, 2025. The solicitation was posted on City website on October 7, 2025. There were a total of nineteen (19) viewers online; two (2) bids were received; two (2) from local suppliers.

CONTRACT VARIANCE:
The difference based in comparison to the previous contract is as follows: An increase of $352,800.00 which represents a 178.18% increase due to additional quantities, services and price increases.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $550,800.00
Funding Source: General Fund
Account: 321-1000-21050-522280

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	N/A

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

DEPARTMENT HEAD:

Exec. A/C Victor Lopez
Peter Pacillas, Chief of Police

for

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Low Bid

**********Posting Language Below **********

Please place the following item on the Consent Agenda for the City Council Meeting of December 16, 2025.

Award Summary:
The award of 2026-0060 Vehicle Washing to Sun City Eco Wash LLC, for a three (3) year term for an estimated amount of $550,800.00. This contract will provide vehicle washing services for the fleet of the City of El Paso Police Department.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $352,800.00 which represents a 178.18% increase due to additional quantities, services and price increases.

Department:	Police
Award to:	Sun City Eco Wash LLC
City & State:	El Paso, TX
Item(s):	ALL
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$183,600.00
Initial Term Estimated Award:	$550,800.00
Option Term Estimated Award:	N/A
Total Estimated Award	$550,800.00
Account(s)	321-1000-21050-522280
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to Sun City Eco Wash LLC, the lowest responsive, responsible bidder.

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

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Vehicle Washing **BID NO: 2026-0060**

BID DATE: November 12, 2025 **DEPARTMENT: Police**

				Sun City ECO Wash LLC El Paso, TX			TCW1 Management, LLC Tommy's Express Car Wash El Paso, TX		
				Bidder 1 of 2			Bidder 2 of 2		
Part A - Drive Through Wash									
Item No.	**Description**	**Unit of Measure**	**QTY (A)**	**Monthly Fee (B)**	**Yearly Total (C = A X B) (C)**	**3 Year Total (D = C X 3) (D)**	**Monthly Fee (B)**	**Yearly Total (C = A X B) (C)**	**3 Year Total (D = C X 3) (D)**
1	Cars, Pickup Trucks, Vans & Suvs - Drive Through Machine	Monthly	12	$9,000.00	$108,000.00	$324,000.00	$16,200.00	$194,400.00	$583,200.00
Total					**$108,000.00**	**$324,000.00**		**$194,400.00**	**$583,200.00**
Part B - Hand Washing									
Item No.	**Description**	**Unit of Measure**	**QTY (A)**	**Monthly Fee (B)**	**Yearly Total (C = A X B) (C)**	**3 Year Total (D = C X 3) (D)**	**Monthly Fee (B)**	**Yearly Total (C = A X B) (C)**	**3 Year Total (D = C X 3) (D)**
1	Cars, Pickup Trucks, Vans & Suvs - Hand Washing	Monthly	12	$6,300.00	$75,600.00	$226,800.00	Left Blank	Left Blank	Left Blank
Total					**$75,600.00**	**$226,800.00**		**Left Blank**	**Left Blank**
Part A & B Total					**Yearly Total**	**3-Year Total**		**Yearly Total**	**3-Year Total**
					$183,600.00	**$550,800.00**		**$194,400.00**	**$583,200.00**

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)	**Left Blank**	
NO OPTION OFFERED	**Left Blank**	**X**
AMENDMENTS ACKNOWLEDGED:	**YES**	**YES**

BIDS SOLICITED: 294 LOCAL BIDS SOLICITED: 144 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 2 NO BID: 2

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved By: /s/
Date: 11/19/2025

2026-0060 Vehicle Washing Views List			
No	Participant Name	City	State
1	Tommy’s Express (Phase 2 Company LLC)	El Paso	TX
2	Sun City Eco Wash LLC	El Paso	TX
3	Zeraus Iluminacion	El Paso	TX
4	Richmond Equipment (Jamie Crandall Equipment Corp.)	Richmond	TX
5	All Terrain Mobile Car Wash & Detailing LLC	El Paso Tx	TX
6	Cat 5 Excavation & Demolition	El Paso	TX
7	Construction Reporter	Albuquerque	NM
8	COOL SOLUTIONS	El Paso	TX
9	ELITE FLEET SERVICES (ELITE WASH & DETAIL LLC)	El Paso	TX
10	HNTB Corporation	El Paso	TX
11	INTEGRATED MECHANICS, LLC	EL PASO	TX
12	Mister Car Wash	Tucson	AZ
13	octicleaners.co	el paso	TX
14	PMI Pavement Marking, LLC (Pavement Marking, LLC)	EL PASO	TX
15	Radiant Graphics and Signs	EL PASO	TX
16	RMVCF LLC	El Paso	TX
17	RSJ Auto Detailing (RSJ Auto Detailing LLC)	El Paso	TX
18	The Car Care Pro Collision and Dent repair	El paso	TX
19	The PlanIt Room	El Paso	TX

Inadequate Competition Survey

2026-0060 Vehicle Washing

Number of views	19	
Sample Size Scale	**17 or less - Contact**	**4**
	18 to 23 - Contact	**5**
	24 to 27 - Contact	**6**
	28 or More - Contact	**25%**
Sample Size Selected	**5**	

Survey Questions:

Please indicate, why you did not respond to our soliciation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)		0%
Did not have time to respond	1	20%
Could not provide competitive pricing		0%
Could not meet the submission deadline	1	20%
Not interested	1	20%
Does not have equipment	1	20%
Out of business		0%
No response	1	20%
Total	5	100%
Please provide feedback to our Specification	Number of Responses	Pct
Specifications were good or adequate		0%
Specifications were not clear		0%
Could not meet specifications	1	20%
Specifications were limited or closed		0%
Did not receive/no opinion	4	80%
Just needed more time to review.		0%
Did not receive bid notification.		0%
Total	5	100%

File #: 25-1438, **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 2
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Jesus Martin Lara and Lorena Villar, for the purchase price of $16,080.00; such real property municipally known and numbered as 212 Dolan Street, El Paso, Texas.

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

DEPARTMENT: Real Estate

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 1/6/26

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** (915) 212-0825

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** (915) 212-1874

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Jesus Martin Lara and Lorena Villar, for the purchase price of $16,080.00; such property municipally known and numbered as 212 Dolan Street, El Paso, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso is proposing the sale of a real property parcel municipally known and numbered as 212 Dolan Street, identified as a portion of PID 315742 and consisting of approximately 0.04 acres of land, to Jesus Martin Lara and Lorena Villar.

The property is located adjacent to East Paisano Drive and abuts the single-family residence owned by the applicants at 212 Dolan St. The City of El Paso is proposing this sale because lawful access to the parcel can only be achieved by combining it with the applicants' adjoining property, and the parcel does not meet the minimum zoning density or dimensional standards to be developed independently. In addition, the sale qualifies for the Exception to Bid Notice under Texas Local Government Code Section 272.001(b)(1), which includes narrow strips of land or land that, due to its shape, lack of access to public roads, or small area, cannot be used independently under current zoning or applicable subdivision or development ordinances.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/a: This is a revenue generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	LORENA VILLAR ; JESUS M. LARA
Business Name	N/A
Agenda Item Type	Sale of City of El Paso Real Property
Relevant Department	Real Estate

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Teresa Villar Date: 11/21/25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO JESUS MARTIN LARA AND LORENA VILLAR, FOR THE PURCHASE PRICE OF $16,080.00; SUCH REAL PROPERTY MUNICIPALLY KNOWN AND NUMBERED AS 212 DOLAN STREET, EL PASO, TEXAS.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, the property is being sold pursuant to the notice and bidding exception outlined in Texas Local Government Code, Section 272.001(b)(1) (Small parcel being sold to abutting property owner).

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property municipally known and numbered as 212 Dolan Street, El Paso, Texas, and legally described as Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, for the purchase price of $16,080.00.

That the City Manager or designee is authorized to: (1) execute a Contract of Sale with Jesus Martin Lara and Lorena Villar, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

(Additional signatures following page)

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
212 Dolan St.

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2026 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and **Jesus Martin Lara and Lorena Villar** ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.
The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 3 Page 36, Deed Records of El Paso County, Texas., as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $16,080.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $161.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;

4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

   a. Any "as-built" plans for any improvements on the Property, if any;

   b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

   c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement. The survey obtained by the Buyer is Attachment "A-1" of this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

    b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

    c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a

written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Copy:	City of El Paso Real Estate P.O. Box 1890 El Paso, Texas 79950-1890
To the Buyer:	Jesus Martin Lara and Lorena Villar 212 Dolan St. El Paso, TX 79905 Lvillar915@gmail.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____,2026

SELLER:

CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Russell T. Abeln
Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2026, by Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the ___ day of _____, 2026

BUYERS:
Jesus Martin Lara

By: _____
Jesus Martin Lara

Lorena Villar

By: _____
Lorena Villar

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 15 day of November, 2025 by Jesus M. Lara **and** Lorena Villar, as _____ of the **Buyers**.

_____
Notary Public, State of Texas

My commission expires:

10-17-2029

ANDREA GONZALEZ NOTARY PUBLIC STATE OF TEXAS ID 13553677 EXP. 10-17-2029

ATTACHMENT "A"
PROPERTY DESCRIPTION

LOT 6, BLOCK 3, MAP OF PASADENA, CITY OF EL PASO, EL PASO COUNTY, TEXAS, AS FILED AND RECORDED IN VOLUME 3 PAGE 36, DEED RECORDS OF EL PASO COUNTY, TEXAS.

ATTACHMENT "A-1" BUYER'S SURVEY

Calderon Engineering

3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552
Fax: 855-8350
calderonengineering@elpbizclass.com

January 10, 2025

212 Dolan
METES & BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 3, Page 36, Deed Records of El Paso County, Texas; and being more particularly described by metes and bounds as follows;

Beginning at a found chiseled cross marking the Northwest corner Lot 7, and the Southwest corner of Lot 6, and on the East R.O.W. line of Dolan Street, all in Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas;

Thence North 00°00'00" East along the East R.O.W. line of Dolan Street a distance of 9.50 feet to a found nail;

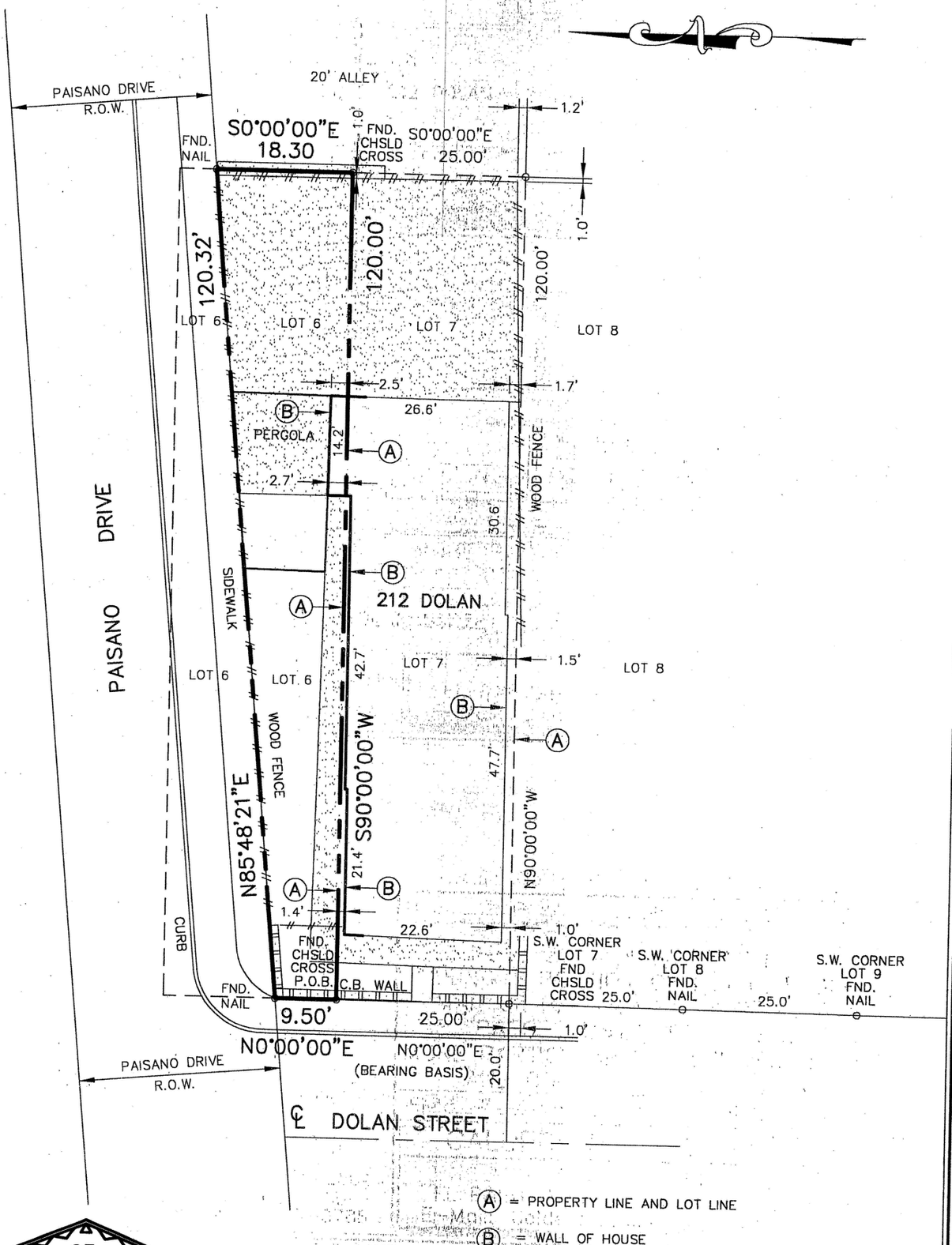
Thence North 85°48'21" East a distance of 120.32 feet to a found nail;

Thence South 00°00'00" East along the West R.O.W. line of a 20 foot wide Alley a distance of 18.30 feet to a found chiseled cross;

Thence South 90°00'00" West along the common Lot line between Lots 6 and 7 a distance of 120.00 feet to the "Point of Beginning" and containing in all 1,668.00 square feet or 0.038 acres of land more or less. A plat of survey dated January 10, 2025 is a part of this description and is attached hereto.

Manuel Calderon
Calderon Engineering
Registered Professional Land Surveyor No. 2564
Registered Professional Engineer No. 42333
Texas Registered Engineering Firm No. F-3788
Texas Licensed Surveying Firm No. 100200-00

VP-C1
212 Dolan



STATE OF TEXAS
REGISTERED
MANUEL CALDERON
2564
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

I hereby certify that the foregoing Boundary and Improvement Survey was made by me or under my supervision and that there are no encroachments except as shown. Only platted easements are shown.

Manuel Calderon
Registered Professional Land Surveyor No. 2564
Texas Surveying Firm Reg. No. 100200-00
Texas Registered Engineering Firm No. F-3788

E-Mail: CalderonEngineering@elpbizclass.com

Book 3 Page 36 Job No. 0125-155

212 DOLAN STREET,
BEING A PORTION OF LOT 6, BLOCK 3,
MAP OF PASADENA, CITY OF EL PASO,
EL PASO COUNTY, TEXAS, AND BEING
MORE PARTICULARLY DESCRIBED BY METES
AND BOUNDS ATTACHED HERETO

Field JM Office VP-C1 Date 1-10-25 Scale 1"=20'

CALDERON ENGINEERING
3031 TRAWOOD DR.
EL PASO, TEXAS 79936 (915) 855-7552
E-Mail: CalderonEngineering@elpbizclass.com

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date:	_____, 2026
Grantor:	**City of El Paso, Texas,** a Texas home-rule municipality
Grantor's Mailing Address:	City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Grantee:	**Jesus Martin Lara and Lorena Villar**
Grantee's Mailing Address:	**212 Dolan St.** **El Paso, TX 79905**

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lot 6, Block 3, Map of Pasadena, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 3 Page 36, Deed Records of El Paso County, Texas., as more particularly described in **Attachment "A"**.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE
See permitted exceptions attached to this Deed as Attachment "A"

RESERVATIONS TO CONVEYANCE

None

The purchase of this Property is on an "AS IS", "WHERE IS", "WITH ALL FAULTS" basis. Grantee shall be responsible, at its own cost, to conduct any necessary surveys, inspections, or studies. Any Remediation required of Grantee shall be at Grantee's sole cost.

[*IF APPLICABLE*] **REVERSION**

Grantor grants all the described real property to Grantee and heirs of Grantee so long as real property is used for NONE. If the real property is used for any purpose other than as the permissible purpose, the real property shall automatically revert to Grantor without the necessity of Grantor taking any affirmative action to effectuate the reversion.

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor and Grantee, but not otherwise.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2026.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 2026, by Dionne Mack, City Manager, City of El Paso.

_____
Notary Public in and for the State of Texas
Notary's Printed Name: _____

My Commission expires: _____

AFTER RECORDING, RETURN TO:

File #: 25-1437, **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, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance granting special permit No. PZST25-00008, to allow for infill development with reduction to the side street setback and a 60% parking reduction on the property described as Lots 11, 12, 13 and 14, Block 104, Campbell's Addition, 600 South Stanton Street, City of El Paso, El Paso County, Texas, pursuant to section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for 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: 600 South Stanton Street
Applicant: Alicia Coronel and Luis Carlos Coronel, PZST25-00008

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 1/6/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 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. PZST25-00008, to allow for infill development with reduction to the side street setback and a 60% parking reduction on the property described as Lots 11, 12, 13 and 14, Block 104, Campbell's Addition, 600 South Stanton Street, City of El Paso, El Paso County, Texas, pursuant to section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for 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: 600 South Stanton Street
Applicant: Alicia Coronel and Luis Carlos Coronel, PZST25-00008

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit and detailed site development plan approval for infill development with a reduction to the side street setback and a 60% parking reduction for the use of a ballroom in the C-4 (Commercial) zone district. City Plan Commission recommended 7-1 to approve the proposed special permit on October 9, 2025. As of December 2, 2025, the Planning Division has not received any communication in support or opposition to the special permit request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property on September 26, 2025.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Tiwe

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

REVISED
9:36 am, Dec 02, 2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00008, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTION TO THE SIDE STREET SETBACK AND A 60% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 11, 12, 13 AND 14, BLOCK 104, CAMPBELL'S ADDITION, 600 SOUTH STANTON STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Alicia Coronel and Luis Carlos Coronel**,** have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a reduction to the side street setback and a 60% 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 11, 12, 13, and 14, Block 104, Campbell's Addition, 600 South Stanton Street, *City of El Paso, El Paso County, Texas; 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 to the side street setback and a 60% 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 "A" 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. PZST25-00008 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 _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Alicia Coronel and Luis Carlos Coronel, 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 19 day of November, 2025.

Alicia Coronel and Luis Carlos Coronel:

By: Alicia Coronel Luis Coronel
(name/title)

Alicia Coronel Luis Coronel
(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 19 day of November, 2025, by Arturo Marquez, for Alicia Coronel and Luis Carlos Coronel, as Owner.

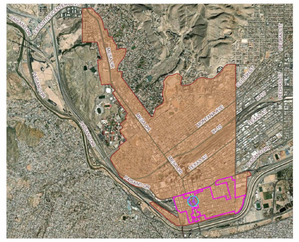
12-21-26
My Commission Expires:

NOTARY PUBLIC
Arturo Marquez
Exp. 12/21/2026
ID No. 134113181
STATE OF TEXAS

Notary Public, State of Texas

Notary's Printed or Typed Name:
Arturo Marquez

LOCATION CRITERIA MANDATORY REQUIREMENTS

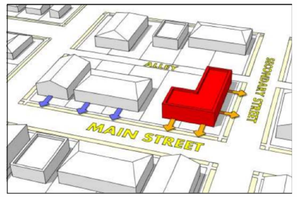


1. ANY PARCEL OF LAND WITHIN THE DOWNTOWN AREA PLAN AREA.

2. ANY PARCEL OF LAND ANNEXED PRIOR TO 1955.

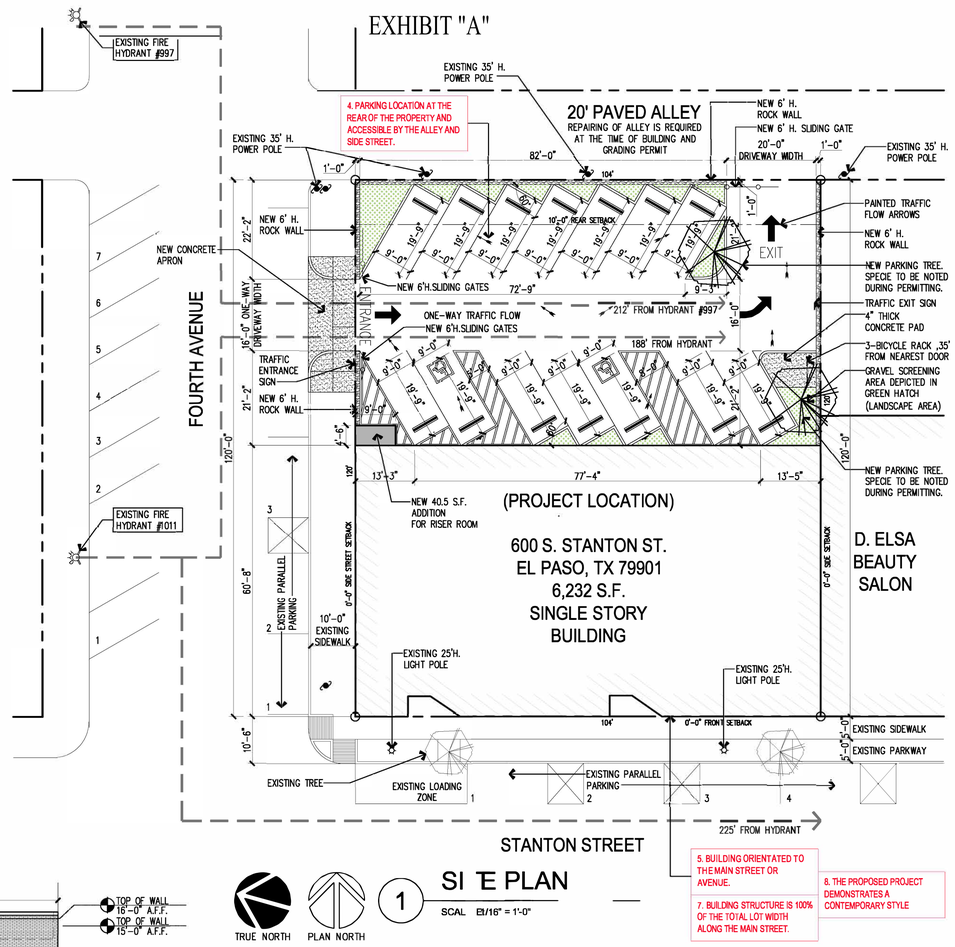
MANDATORY DESIGN REQUIREMENTS

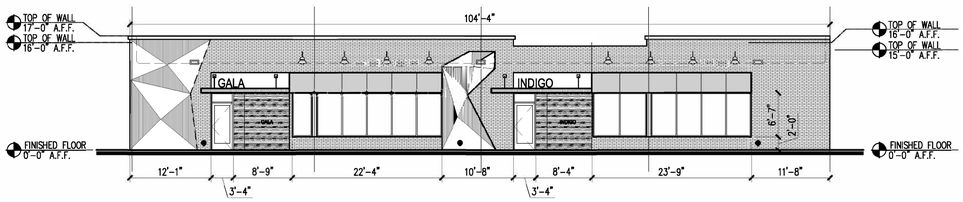
3. PARKING LOCATION AT THE REAR OF THE PROPERTY AND ACCESS BY THE ALLEY AND AT THE SIDE OF THE PROPERTY.



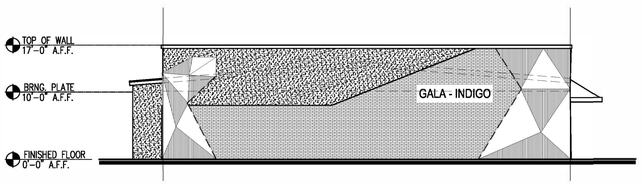
This building matches existing setback on both the main and secondary streets, and also places its entrances toward the street. This building is compatible with its district.

4. BUILDING ORIENTATED TO THE MAIN STREET OR AVENUE.

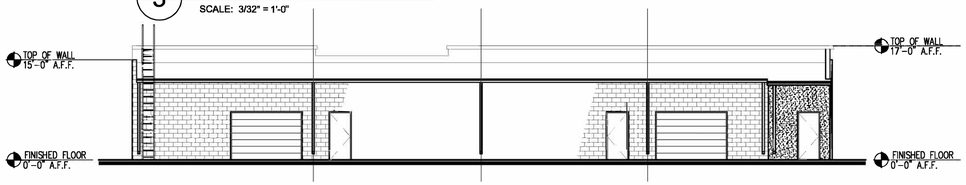




2 WEST ELEVATION
SCALE: 3/32" = 1'-0"



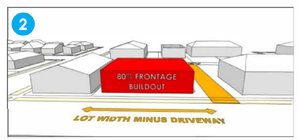
3 NORTH ELEVATION
SCALE: 3/32" = 1'-0"



4 EAST ELEVATION
SCALE: 3/32" = 1'-0"

SELECTIVE DESIGN GUIDELINES

6. ANY NEW STRUCTURE WITH A GROUND FLOOR NON-RESIDENTIAL USE SHALL DEMONSTRATE THAT BUILDING FAÇADES FACING PUBLIC RIGHTS-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.



7. THE TOTAL WIDTH OF THE PRIMARY STRUCTURE SHALL BE GREATER THAN OR EQUAL TO 80% OF THE TOTAL LOT ALONG THE MAIN STREET. CURRENT WIDTH OF BUILDING STRUCTURE IS 100% OF THE TOTAL LOT WIDTH ALONG THE MAIN STREET.

8. THE PROPOSED PROJECT DEMONSTRATES A CONTEMPORARY STYLE AS PART OF THE ARCHITECTURAL STYLES DEFINED IN THE COMMUNITY DESIGN MANUAL OF PLAN EL PASO.

IBC CODE APPLICATION — IBC 2021

1. PID: C05099910407100
2. ADDRESS: 600 S STANTON ST, EL PASO, TX, 79901
3. LEGAL DESCRIPTION: 104 CAMPBELL 11 TO 14 (12480.00 SQ FT) CITY OF EL PASO, EL PASO, COUNTY TEXAS.
4. ARCHITECT: ENRIQUE ESCOBEDO, AIA
   PHONE: (915) 503-8428
5. SCOPE OF WORK: 6,272.50 S.F. BANQUET HALL TENANT IMPROVEMENT
6. OCCUPANCY: 20.10.110 – BALLROOM
7. PARKING REQUIRED: 35 PARKING SPACES MIN.
   BALLROOM:
   MIN:1/144 sf GFA of assembly area; plus 1/288 sf GFA of other areas
   MAX: 1/100 sf GFA of assembly area; plus 1/200 sf GFA of other areas
   (3,948 S.F. ASSEMBLY AREA/144=27)+(2,284 S.F./288=8)=35 PARKING SPACES MIN.
   (3,948 S.F. ASSEMBLY AREA/100=39)+(2,284 S.F./200=11)=50 PARKING SPACES MAX.
   BICYCLE SPACES = 3 MIN.
8. PARKING PROVIDED: 14 PARKING SPACES PROVIDED
   3-BICYCLE RACK PROVIDED
   NOTE: 60 % PARKING REDUCTION TO BE REQUESTED DURING INFILL DEVELOPMENT APPLICATION.
9. ZONE: C-4
10. AREA SQUARE FOOTAGE (REMODEL T.I.): 6,232.00 S.F.
11. NEW SQUARE FOOTAGE: 40.5 S.F.
11. ALLOWABLE BUILDING HEIGHT: 60 FEET – 17' PROVIDED
12. DISTANCE FROM BUILDING TO THE NEAREST TWO FIRE HYDRANTS: (AS A VEHICLE WOULD TRAVEL)
    1. HYDRANT #997: 212' FT.
    2. HYDRANT #1011: 225' FT
13. SPRINKLERED STRUCTURE: YES

SETBACKS

	FRONT	REAR	CUMULATIVE (FRONT/REAR)	SIDE	SIDE STREET	HEIGHT
REQUIRED	0'-0"	10'-0"	N/A	0'-0" 10 when abutting a residential or apartment district	10'-0"	60'-0"
PROPOSED	0'-0"	10'-0"	N/A	0'-0"	**0'-0"**	**17'-0" MAX.**

LANDSCAPE CALCULATIONS

PROPOSED PROJECT IS EXEMPT FROM THE LANDSCAPE REQUIREMENTS DUE EXISTING DEVELOPMENT, WHICH CHANGES ITS USE FROM AN APPROVED USE TO ANY OTHER, APPROVED USE WITHIN THE SAME ZONING CATEGORY.

EXISTING STREET TREES (PARKWAY) TO REMAIN UNDISTURBED.

TO PARKING TREES TO BE PROVIDED.

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

10-28-2025
DATE

APPLICANT

Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

ES 2dio
architecture
Enrique Escobedo, AIA
Ph: 915.503-8428
E-mail: eesc@live.com

Detailed Site Development Plan for: Gala - Indigo Events Venue

600 S. Stanton St. El Paso, TX 79901

MARK	ISSUE	DATE	DESCRIPTION
1			
2			
3			
4			

Architect Seal:

REGISTERED ARCHITECT ENRIQUE ESCOBEDO #29937 STATE OF TEXAS

SEPTEMBER 19, 2025

Date: SEPTEMBER 19 2025
Revised: –
Project No. 2515
Drawn By: E.E.
Checked By: E.E.
File Name: 600 S. STANTON
Sheet Title:
Sheet No.

ZONING

600 S. Stanton

City Plan Commission — October 9, 2025 SPECIAL PERMIT

CASE NUMBER:	**PZST25-00008**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Alicia Coronel and Luis Carlos Coronel
REPRESENTATIVE:	Enrique Escobedo, AIA
LOCATION:	600 S. Stanton St. (District 8)
PROPERTY AREA:	0.29 acres
EXISTING ZONING:	C-4 (Commercial)
REQUEST:	Special Permit and Detailed Site Development Plan approval for Infill Development with reduction to the side street setback and a 60% parking reduction in the C-4 (Commercial) zone district.
RELATED APPLICATIONS:	None
PUBLIC INPUT:	No support or opposition received as of October 2, 2025

SUMMARY OF REQUEST: The applicant is requesting approval of special permit for an infill development with a reduction to the side street setback and a 60% parking reduction for the use of a ballroom in a C-4 (Commercial) zone district.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the special permit for infill development and reduction of setbacks and parking in the C-4 (Commercial) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

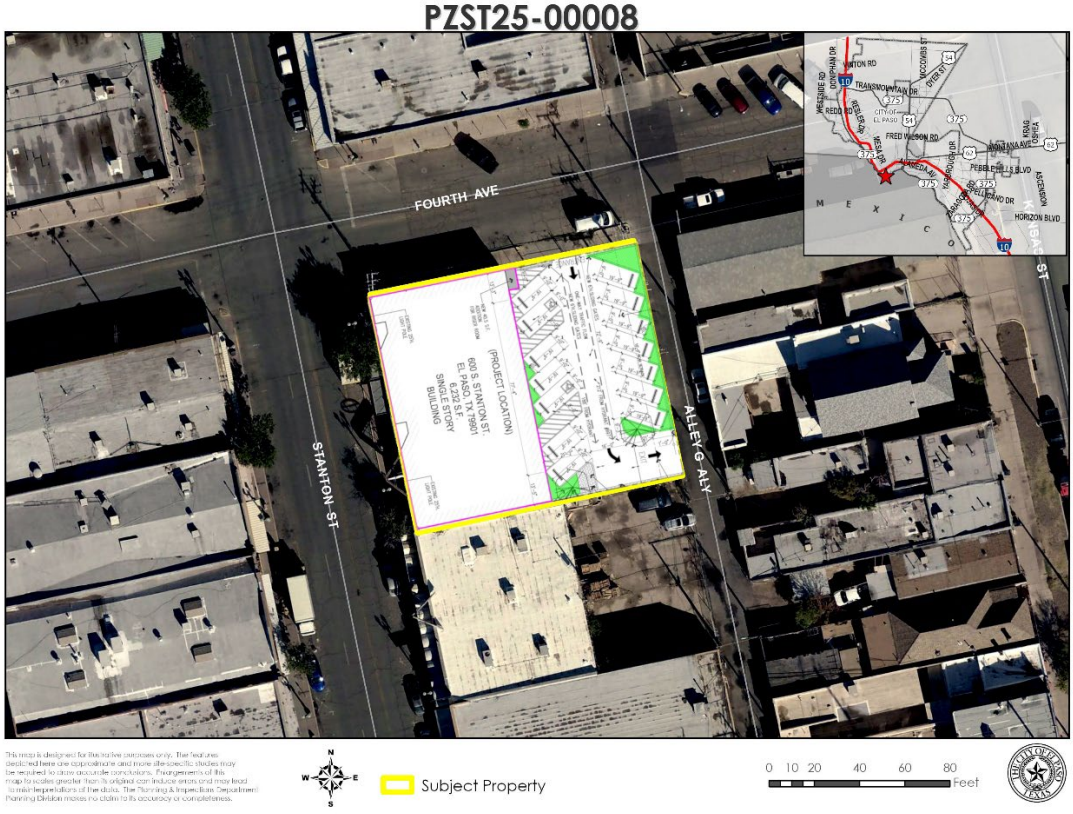


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting review and approval of a Special Permit and Detailed Site Development Plan for Infill Development in a C-4 (Commercial) zoning district to allow for a proposed ballroom. The Detailed Site Development Plan illustrates the existing 6,252.5 square foot structure to be used as a ballroom with a maximum height of seventeen feet (17') and a proposed side street setback of zero feet (0') along with landscaping and parking areas.

The following table summarizes the reduction requested:

C-4 (Commercial) Zone District - Ballroom		
Density/Dimensional Standard	**Required**	**Proposed**
Front Yard Setback (min.)	0 ft.	No Change
Rear Yard Setback (min.)	10 ft.	No Change
Cumulative Front & Rear Yard Setback (min.)	No cumulative required.	N/A
Side Yard Setback (min.)	10 ft. when abutting residential or apartment district	N/A
Side Street Yard Setback (min.)	**10 ft.**	**0 ft.**
Height (max.)	60 ft.	17 ft.

Note: bold indicated requested reductions

In addition, the applicant is requesting a 60% parking reduction. A total of thirty-five (35) parking spaces are required, and the applicant is proposing to provide fourteen (14) parking spaces along with three (3) bicycle spaces. A parking study was submitted (Attachment 4), which shows twenty-eight (28) on-street parking spaces available per day on average. Pedestrian access to the property will be from Stanton Street and Fourth Avenue, with vehicular access through a one-way entrance along Fourth Avenue with exit through the alley.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Criteria	**Does the Request Comply?**
Location Criteria: 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 located within the Downtown Plan Area and was annexed prior to 1955, thereby satisfying Mandatory Requirement 20.10.280.B.2 of the El Paso City Code.
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.F.5.	Yes. The subject property has access through an entranceway located on the side of the property and the proposed parking will be located in the rear of the property. The principal building will screen the proposed parking from public view, ensuring compliance with the applicable requirement.
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 proposed development has the structure oriented towards Stanton Street, providing pedestrian access along the same frontage. The main entrance to the principal building will be accessed directly from the sidewalk along Stanton Street.
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 properties along this block have an average front setback of zero feet (0'). The proposed front setback of zero feet (0') is within the allowable 15% deviation from this average.
Selective Design Requirement 2.1: Any new structure with a ground floor commercial use shall demonstrate that building façades facing public rights-of-way have a	Yes. The proposed development will provide a majority transparent surface facing public rights-of-way via doors and non-opaque windows.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
majority (fifty percent or more) transparent surface on the ground floor. Transparent surface elements include, but are not limited to, doors and non-opaque windows.	
Selective Design Requirement 2.5: The total width of the primary structure shall be greater than or equal to 80% of the total lot width along the main street. For the purposes of this calculation, any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The proposed development provides a primary structure with a total width of 100% of the lot's width along the main street frontage.
Selective Design Requirement 2.6: The project shall demonstrate compliance with one of the architectural styles defined in the Community Design Manual of Plan El Paso.	Yes. The proposed development complies with the architectural component requirements outlined in the Community Design Manual of *Plan El Paso*. The single-story structure will adhere to the Contemporary Style and will include the required features.

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 extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. Aside from the reductions requested, the detailed site development plan demonstrates compliance with all applicable standards of the El Paso City Code.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with recommendations of *Plan El Paso* and the G-2, Traditional Neighborhood (Walkable) Future Land Use designation. The proposed development will integrate with existing commercial uses along Stanton Street, while also permitting pedestrian and vehicular access.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Stanton Street, a major arterial, as classified on the City of El Paso's Major Thoroughfare Plan (MTP). None of the reviewing departments had adverse comments and the existing infrastructure is deemed appropriate for the proposed use.
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 impact is anticipated from the approval of the proposed special permit and detailed site development plan. The proposed development will adhere to zoning requirements based on the detailed site development plan and will not impose a risk to neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. The 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 proposed development will be complying with landscaping standards and will screen the parking area from the street and neighboring properties.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The subject property is located adjacent to a variety of commercial uses under the same C-4 (Commercial) zoning district.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed use and building design are compatible with surrounding properties. The structure's scale, architectural style and placement will complement the character of the existing development and maintain neighborhood consistency.

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:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-2, Traditional Neighborhood:** This sector includes the remainder of Central El Paso as it existing 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 the Comprehensive Plan.	Yes. The proposed development meets the intent of the G-2, Traditional Neighborhood (Walkable) Future Land Use designation by integrating with nearby commercial and residential uses. Main access to the proposed development is through a pedestrian sidewalk along Stanton Street, while secondary access will be provided for vehicles and pedestrians through a side entryway along Fourth Avenue. This prioritizes pedestrian connectivity and supports the walkable character of the area.
Compatibility with Surroundings: The current zoning district is compatible with those surrounding the site: **C-4 (Commercial) District:** The purpose of these districts 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 property is located in an area comprising mostly of other C-4 (Commercial) zoning districts to the north, south and west as well as SRR (Specialized Residential Revitalization) districts to the east. The surrounding uses consist mostly of commercial retail.
THE PROPOSED PROJECT'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 located within historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the request.	The proposed development is not anticipated to pose any adverse effects on the surrounding community as it is predominantly commercial.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield areas, environmentally sensitive land, or arroyo disturbance.

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:	
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The existing zoning will remain unchanged.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property has direct access to Stanton Street which is designated as a major arterial under the City of El Paso's Major Thoroughfare Plan (MTP). The classification of this road is appropriate for the proposed development due to the existing infrastructure and services connecting commercial uses in the vicinity. Additionally, the subject property has quick access to the Stanton Bridge International Border Crossing which offers quick access to pedestrians and vehicles crossing to and from the international border. There are eleven (11) bus stops,) as well as one (1) El Paso Street Car stop within walking distance (0.25 miles). The closest bus stop is 0.06 miles away along Kansas Street. Sidewalks are currently present along Stanton Street and Fourth Avenue, as well as the majority of the surrounding area, providing primary access to the property. Secondary access will be from a proposed vehicular entranceway along Fourth Avenue that will exit through the rear alleyway. The alleyway will be improved and maintained for vehicular access.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments. There is a portion of a roof canopy encroaching into the right-of-way which may require a special privilege. If any portion of the proposed building façade encroaches into the right-of-way, a special privilege will be required prior to the issuance of building permits.

PUBLIC COMMENT: The subject property lies within the bounds of three (3) recognized neighborhood associations including the El Paso Central Business Association, the Southside Neighborhood Association, and the Sunrise Civic Group Association. As of October 2, 2025, the Planning Division has not received any communication in support or opposition to the request.

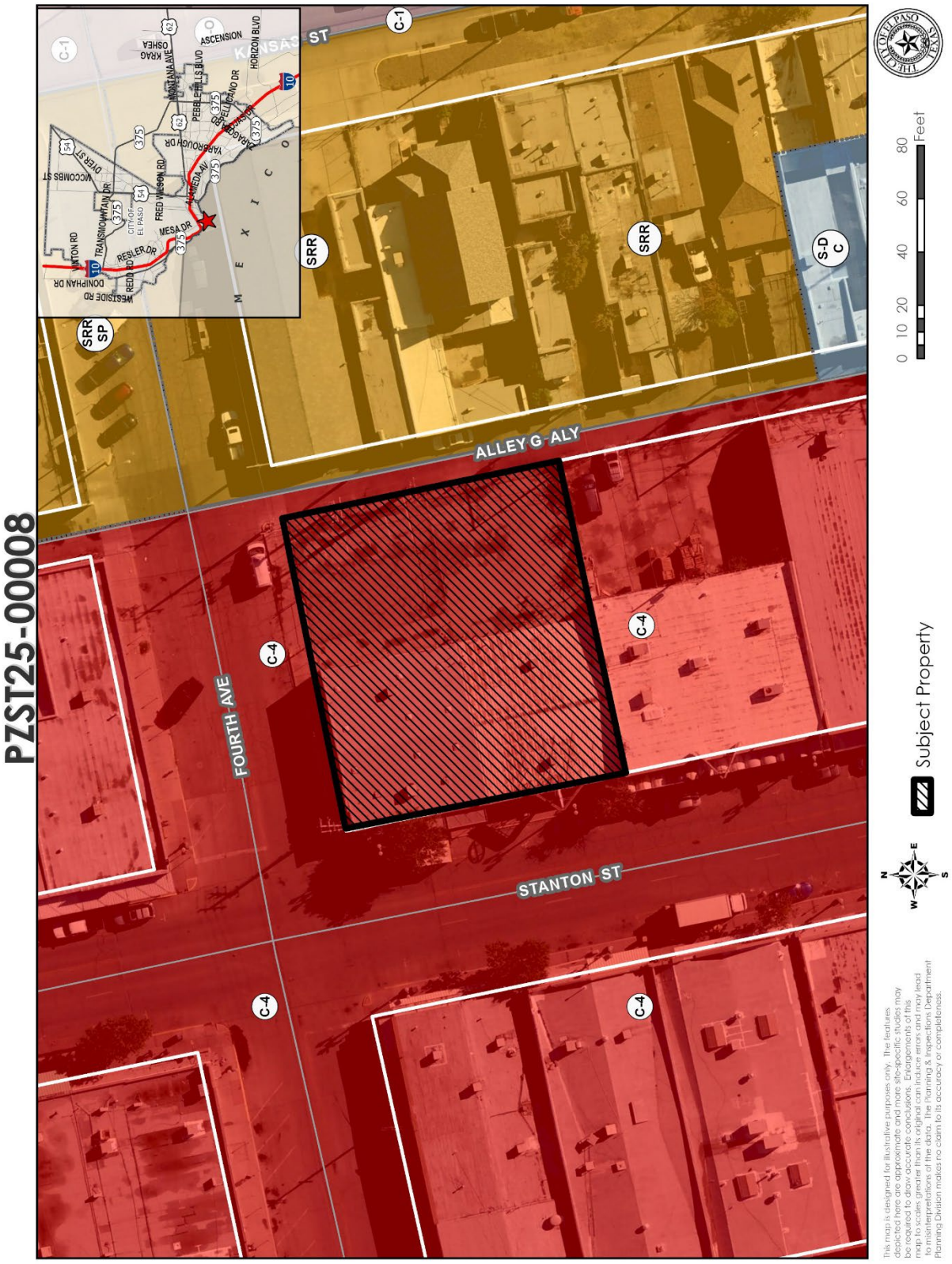
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the 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.

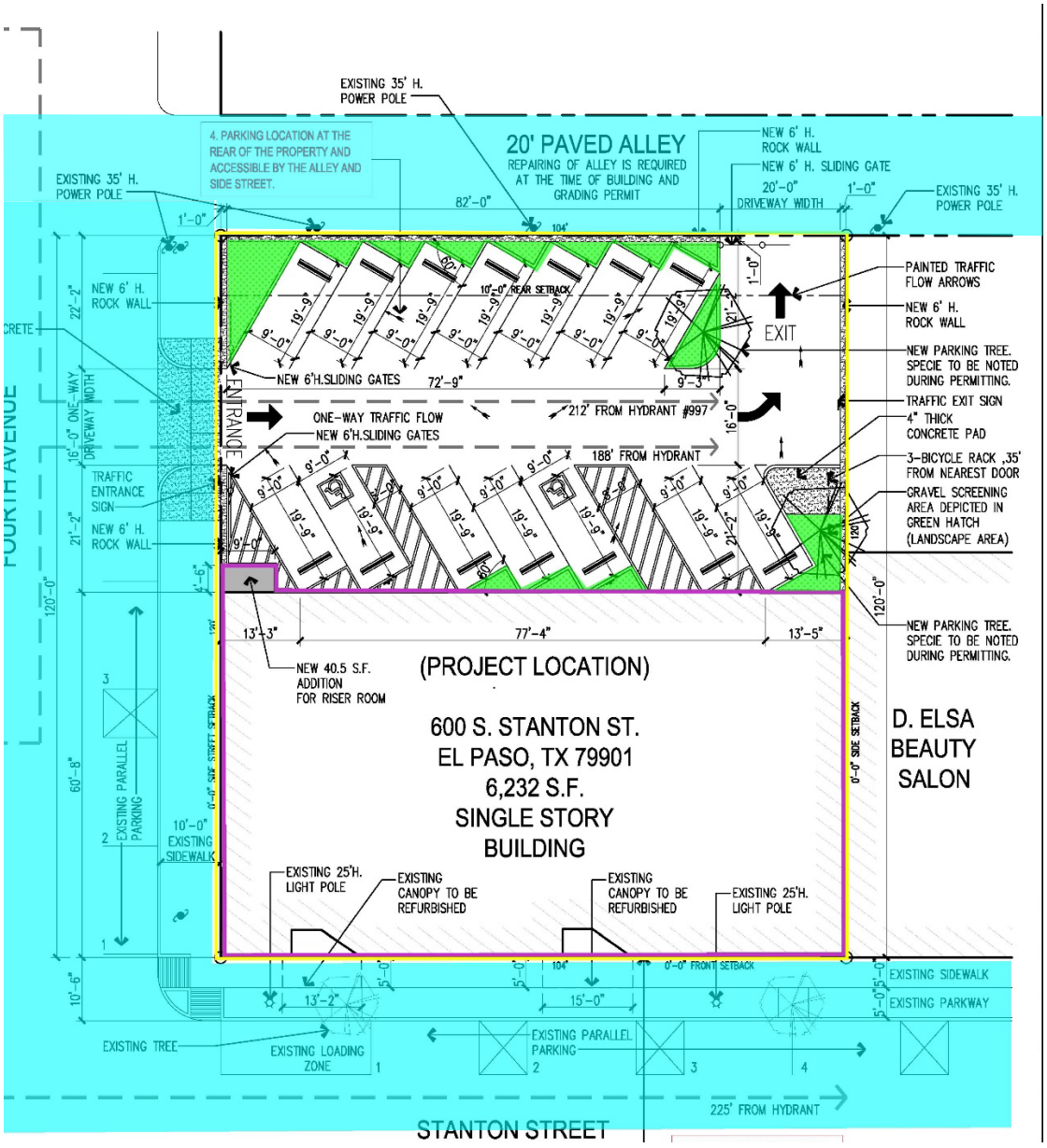
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development Plan
3. Elevations
4. Parking Study
5. Department Comments
6. Neighborhood Notification Boundary Map

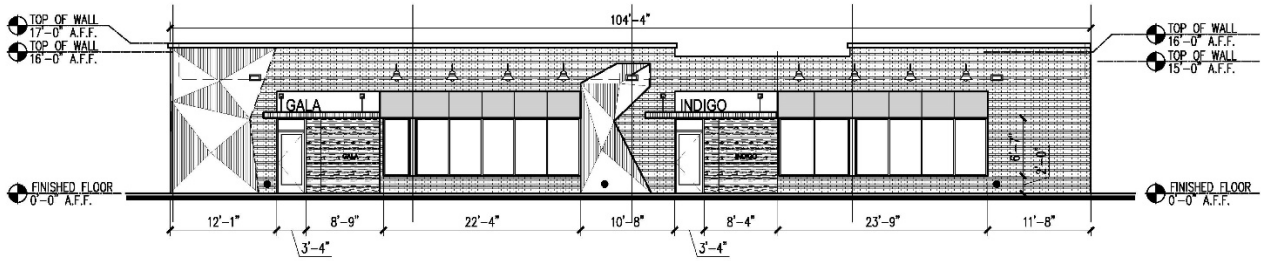
ATTACHMENT 1



ATTACHMENT 2

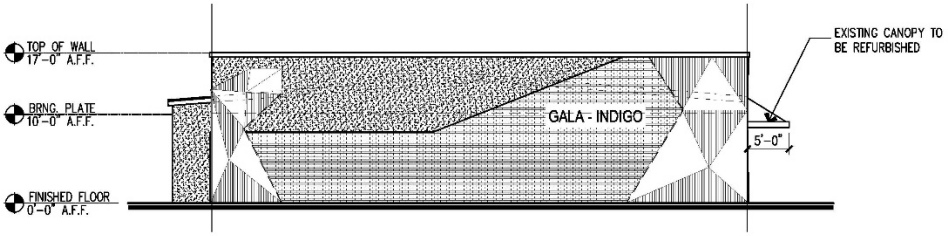


ATTACHMENT 3



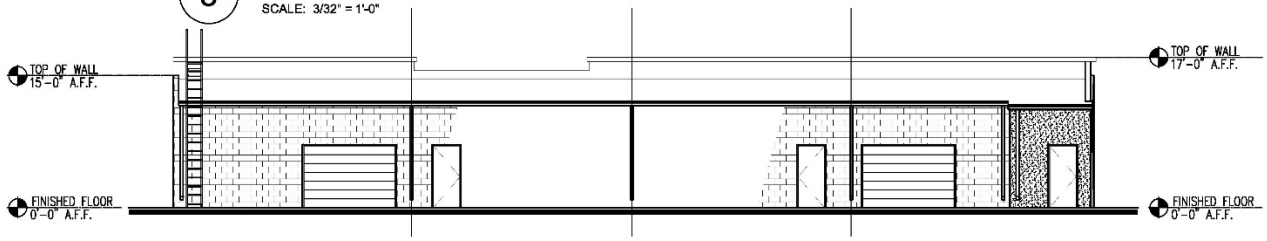
2 WEST ELEVATION

SCALE: 3/32" = 1'-0"



3 NORTH ELEVATION

SCALE: 3/32" = 1'-0"

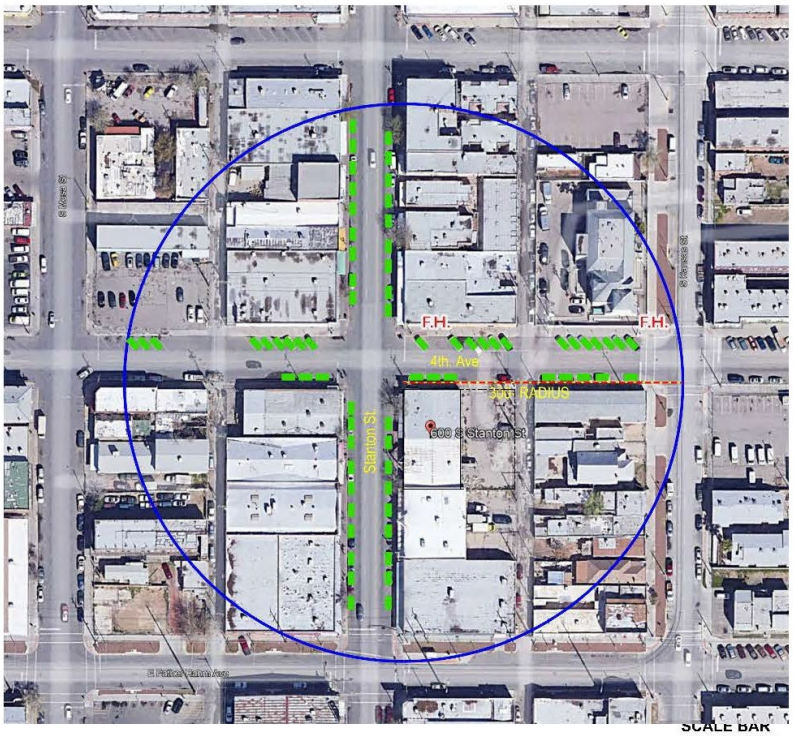


4 EAST ELEVATION

SCALE: 3/32" = 1'-0"

ATTACHMENT 4

PARKING SURVEY MAY-31-2025					
TIME	STANTON 37 TOTAL AVAILABLE	4th. AVENUE 33 TOTAL AVAILABLE			TOTAL 70 AVAILABLE
7 AM	32	18			50
8 AM	18	15			33
9 AM	16	12			28
10 AM	12	11			28
11 PM	10	11			21
12 PM	8	10			18
1 PM	8	9			17
2 PM	6	9			15
3 PM	6	9			15
4 PM	12	11			23
5 PM	17	12			29
6 PM	28	15			43
7 PM	32	18			50
TOTAL AVRG.	16	12			28
				AVERAGE AVAILABLE	**28**



BUILDINGS

18'X8' PARKING SPACE

300' RADIUS

FH - FIRE HYDRANT

ATTACHMENT 5

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL** of the special permit for infill development and reduction of setbacks and parking in the C-4 (Commercial) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division
No comments or objections to the proposed special permit request.

Planning and Inspections Department – Land Development
No objections to the proposed detailed site development plan.

Fire Department
No adverse comments.

Police Department
No comments received.

Environment Services
No comments received.

Streets and Maintenance Department
Transportation Engineering
No objections to the application. Parking study approved.

Traffic Division
We have communication lines at these locations: Contractor shall Email copy of 811 tickets to: LINESPOTS@ELPASOTEXAS.GOV and PAVEMENTCUT@ELPASOTEXAS.GOV, to schedule this work with the City of El Paso, Texas Traffic Signals line spotter's staff.

Street Lights Department
Street Lights Department does not object to this request.

Stanton St. or US-85 or US-62 is a Texas Department of Transportation (TXDoT) right-of-way (ROW). Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management Section
Indicate that any infrastructure that is on city right of way must be done as per Design Standards for Construction and Municipal Code.

Indicate that any damaged structure must be restored to same or better condition, this goes for asphalt, concrete, manholes, or water valves.

Ensure that driveways comply with Municipal Code Chapter 13.12

When installing sidewalks, ensure compliance with Municipal Code Chapter 19.21 governing sidewalks and Chapter 13.04.020 specifying sidewalk standards.

Sun Metro
No comments received.

El Paso Water
EPWater-PSB does not object to this request.

There is an existing 8-inch diameter water main that extends along Stanton Street, this main is located approximately 45-feet west of the property. This main is available to provide service.

There is an existing 6-inch diameter water main that extends along Fourth Avenue, this main is located approximately 72-feet north of the property. This main is available to provide service.

There is an existing 4-inch diameter water main that extends along the alley G Aly between Kansas street and Stanton Street. This main is located approximately 14.5-feet east of the property. This main is available to provide service.

Previous water pressure reading from fire hydrant #1001, located on the northeast corner of Stanton Street and Fourth Avenue has yielded a static pressure of 96 psi, a residual pressure of 94 psi, and a discharge flow of 1,501 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate an active ¾ -inch water meter serving the subject property. The service address for this meter is 600 S. Stanton Street.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main that extends along the alley G Aly between Kansas street and Staton Street. This main is located approximately 10-feet east of the property. This main is available to provide service.

General
EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current 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:

EPWater-SW has reviewed the proposed plans and has no objections.

El Paso County 911 District
The 911 District has no comments or concerns regarding this special permit.

Texas Department of Transportation
No comments received.

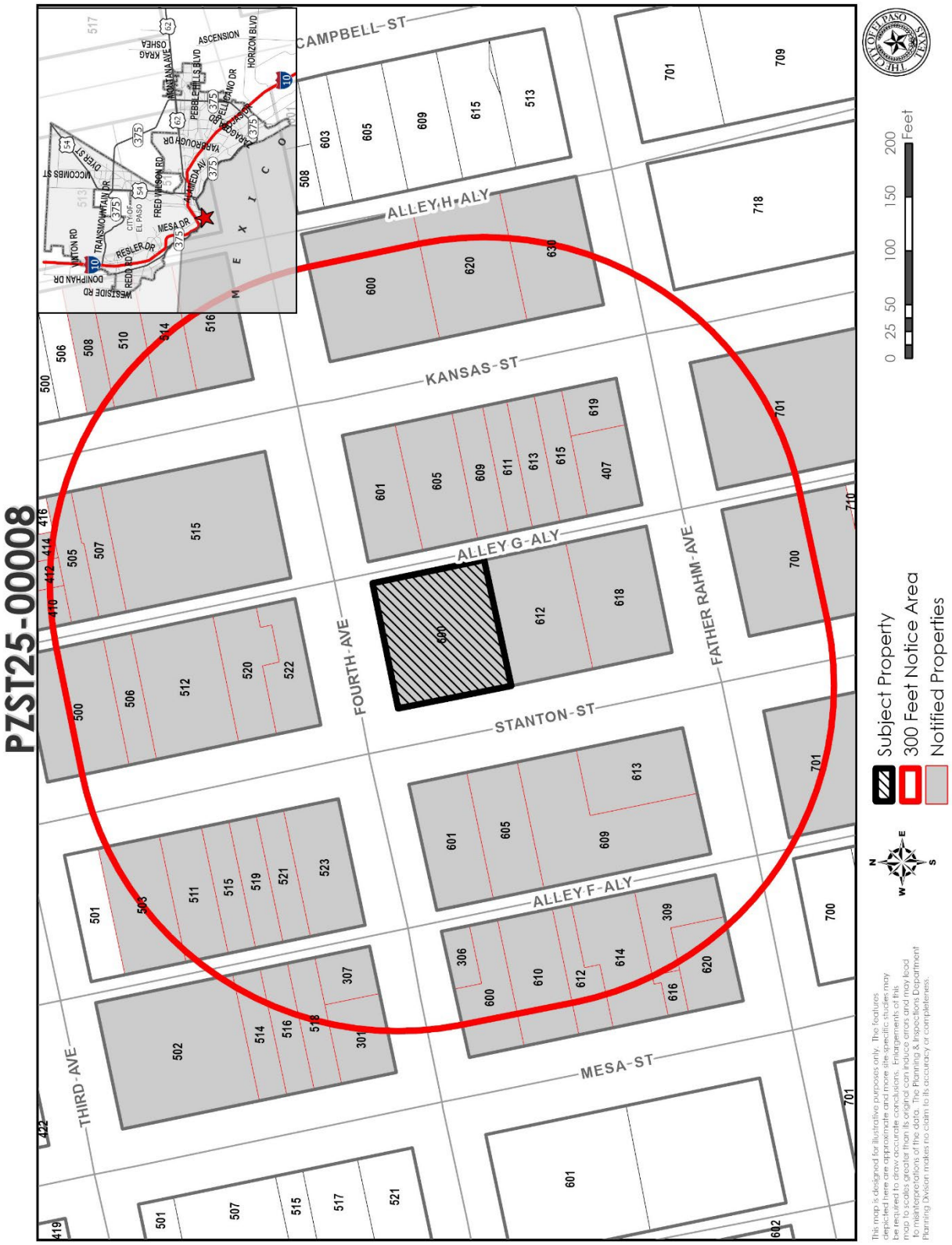
El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
In reference to case PZST25-00008 - 600 S. Stanton St., Texas Gas Service has 2 service lines at 600 & 604 S Stanton St.

Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

El Paso Electric
We have no comments for 600 South Stanton Street.

ATTACHMENT 6



File #: 25-1445, **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, 6, & 7
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 amending Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code), Article X (Other Exemptions), Section 18.18.376 (City-owned Facilities), to add an exemption related to the Sun City Lights Program associated projects; the penalty is as provided for in Section 18.18.400 of the El Paso City Code.

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

DEPARTMENT: Capital Improvement Department

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 1/6/26

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-268-5148

DISTRICT(S) AFFECTED: 2,6,&7

STRATEGIC GOAL:

Goal 3 Promote the Visual Image of El Paso

SUBGOAL:

3.1 Improve the visual impression of the community (gateways, corridors, intersection, and parklands) Construct Sun City Lights entryways

SUBJECT:

AN ORDINANCE AMENDING TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.18 (OUTDOOR LIGHTING CODE), ARTICLE X (OTHER EXEMPTIONS), SECTION 18.18.376 (CITYOWNED FACILITIES), TO ADD AN EXEMPTION RELATED TO THE
SUN CITY LIGHTS PROGRAM AND ASSOCIATED PROJECTS; THE PENALTY IS AS PROVIDED FOR IN SECTION 18.18.400 OF THE EL PASO CITY CODE.

BACKGROUND / DISCUSSION:

This agenda item is for City Council consideration of an ordinance amending Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code), Article X (Other Exemptions), Section 18.18.376 (City-Owned Facilities) to add an exemption for decorative lighting elements associated with the Sun City Lights Program.

The ordinance will add Sun City Lights projects at the following locations to the list of City-owned facilities exempt from the Outdoor Lighting Code:
Washington Park
Pueblo Viejo Park
Marty Robbins Park
Piedras – Five Points

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

May 7, 2024: Council approved reprogramming of $2,740,386.42 from the Citywide Wayfinding Project to the Sun City Lights Program.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.18 (OUTDOOR LIGHTING CODE), ARTICLE X (OTHER EXEMPTIONS), SECTION 18.18.376 (CITY-OWNED FACILITIES), TO ADD AN EXEMPTION RELATED TO THE SUN CITY LIGHTS PROGRAM AND ASSOCIATED PROJECTS; THE PENALTY IS AS PROVIDED FOR IN SECTION 18.18.400 OF THE EL PASO CITY CODE.

WHEREAS, Title 18 (Building and Construction) of the El Paso City Code was adopted to promote the health safety, and general welfare of the community; and

WHEREAS, the City recognizes the unique characteristics of the Sun City lights program as a placemaking initiative; and

WHEREAS, exemptions from the outdoor lighting code for Sun City Lights decorative lighting and landscaping elements are reasonable and necessary in order to promote the City's long-term vision to have safe and beautiful neighborhoods, a vibrant regional economy and exceptional recreational and cultural opportunities; and

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

SECTION 1. That Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code), Section 18.18.376 (City-owned Facilities) of the El Paso City Code be amended as follows:
18.18.376 - City-owned facilities.

The following City owned properties and projects are exempt from complying with the intent of this Code:

1. Spray parks;

2. The El Paso International Airport, which for the purposes of this section is from a point beginning at the intersection of Terminal Dr. and Piper Ct., north and west along Airway Blvd. to Convair Rd., north and east along Convair Rd. to the easternmost point of Terminal Dr., and south along Terminal Dr. to the point of beginning, to include the airport terminal building and all property located within the Security Identification Display Area (SIDA) and the airport security perimeter.

3. All projects associated with the City of El Paso Sun City Lights Program at the following locations:

    a. Washington Park
    b. Pueblo Viejo Park
    c. Marty Robbins Park
    d. Piedras – 5 Points

SECTION 2. Except as expressly herein amended, Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code) of the El Paso City Code shall remain in full force and effect.

ADOPTED on this ____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Joaquin Rodriguez, Director
CID Grant Funded Programs

City of El Paso
Capital Improvement Department

Title 18 | Ordinance Amendment
Sun City Lights Program

December 15, 2025

Strategic Plan Goal:
Goal 3: Promote the Visual Image of El Paso

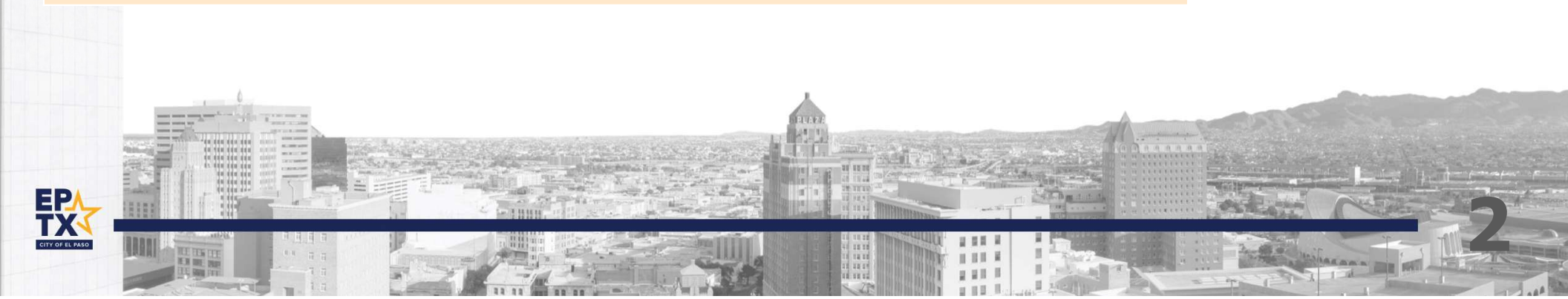
Background

As we move forward with the Sun City Lights Program, we face a regulatory challenge. Under the current **Title 18 Outdoor Lighting Code**, our artistic and placemaking installations are classified as **Class 1 Functional Lighting** the same category as roadway, parking, and security fixtures.

Outdoor lighting Code Limitations

Standards are strict:

Color temperature limits (to reduce glare and blue light).
Cutoff and shielding requirements (to minimize light trespass).
Brightness levels based on safety codes.
The code assumes lighting is for visibility and safety, not aesthetics.



Overview

Title 18 Lighting Code
Not designed for artistic/placemaking

Impact on Sun City Lights Program
Limits innovation
Adds delays & redesign costs

2017 Precedent
Council approved Ordinance 18.18.377
Heritage corridors No. 018665
- ❑ Kern Place – Cincinnati Sun City Lights

Recommendation
Amend the existing ordinance to include the remaining (4) four Sun City Lights projects
- ★ Five Points
- ★ MCA Washington Park
- ★ Marty Robbins Park
- ★ Pueblo Viejo Park

18.18.377 - Heritage corridors.

Ornamental lighting including but not limited to string lights, lighted archways and spires located within the public rights-of-way for the following heritage corridors are exempt from all requirements of this chapter:

1. El Paso International Airport Corridor which is Airway Boulevard from Interstate 10 to Airport Road;
2. Kern Place Neighborhood Corridor which is Cincinnati Avenue which is from North Stanton Street to North Oregon Street; East Glory Road from North Mesa Street to North Oregon Street; and East Baltimore Avenue from North Stanton Street to North Mesa Street.

(Ord. No. 18665, § 1, 4-18-2017)

Strategic Alignment

VIBRANT REGIONAL ECONOMY

Goal 3: Promote the Visual Image of El Paso

3.1 Improve the visual impression of the community (gateways, corridors, intersections and parklands)

- Construct Sun City Lights entryways

Without this proposed exemption, the City's own program may conflict with lighting code

MCA Washington Park

MCA Washington Park

D6 Marty Robbins Park

7

D6 Marty Robbins Park

D7 Pueblo Viejo Park

D7 Pueblo Viejo Park

Request for Action

Authorize staff to draft amendment to **Ordinance Title 18.18.377** – Article X Other Exemptions.

Direct CID + Planning & Inspections + Legal to prepare language.

Apply exemptions to all remaining Sun City Lights projects that are currently under design.

- Five Points
- MCA Washington Park
- Marty Robbins Park
- Pueblo Viejo Park

MISSION

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

VISION

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

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

MISIÓN

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, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

File #: 25-1459, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alejandra Gonzalez, (915) 212-1506

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Lot 35, Block 54, Vista Hills Subdivision Unit Eleven, City of El Paso, El Paso County, Texas from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit). 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: 1991 Saul Kleinfeld
Applicant: Simpatico East Property LLC, PZRZ25-00021

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 1/6/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Alejandra Gonzalez **PHONE NUMBER:** (915) 212-1506

DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Lot 35, Block 54, Vista Hills Subdivision Unit Eleven, City of El Paso, El Paso County, Texas from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit). 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: 1991 Saul Kleinfeld
Applicant: Simpatico East Property LLC, PZRZ25-00021

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit) to allow for the existing assisted living facility and a proposed commercial day care center. City Plan Commission recommended 8-0 to approve the proposed rezoning in October 9, 2025. As of December 1, 2025, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

There are no registered neighborhood associations applicable to the subject property. Public notices were mailed to property owners within 300 feet on September 25, 2025.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etive

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 35, BLOCK 54, VISTA HILLS SUBDIVISION UNIT ELEVEN, 1991 SAUL KLEINFELD DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2/SC/SP (APARTMENT/ SPECIAL CONTRACT/SPECIAL PERMIT) TO C-1/SC/SP (COMMERCIAL/ SPECIAL CONTRACT/SPECIAL PERMIT), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of **a portion of Lot 35, Block 54, Vista Hills Subdivision Unit Eleven, 1991 Saul Kleinfeld Dr.,** located in the City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "A", be changed from **A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

I. *That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.*
2. *That a ten-foot (10 ') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2 ") caliper and ten feet (10 ') in height shall be placed at fifteen feet (15 ') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
3. *That no outdoor amplified sound be permitted within the property.*
4. *That a minimum 500-foot distance be required between any establishments deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption.*

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 _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

(Acknowledgements on following page)

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

Being a portion of Lot 35, Block 54
Vista Hills Unit Eleven,
City of El Paso, El Paso County, Texas

February 04, 2025

METES AND BOUNDS DESCRIPTION
Exhibit "A"
1991 Saul Kleinfeld Drive

FIELD NOTE DESCRIPTION of a portion of Lot 35, Block 54, Vista Hills Unit Eleven, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a found nail marking the northeast corner of said Lot 35, Block 54, said nail lying at the westerly right-of-way line of Saul Kleinfeld Drive (120' R.O.W.);

THENCE, along said westerly right-of-way line of Saul Kleinfeld Drive, South 00°36'42" East, a distance of 314.70 feet to a found "x" for corner;

THENCE, leaving said westerly right-of-way line of Saul Kleinfeld Drive, South 89°55'40" West, a distance of 485.79 feet to a point;

THENCE, North 00°00'00" West, a distance of 310.80 feet to a point;

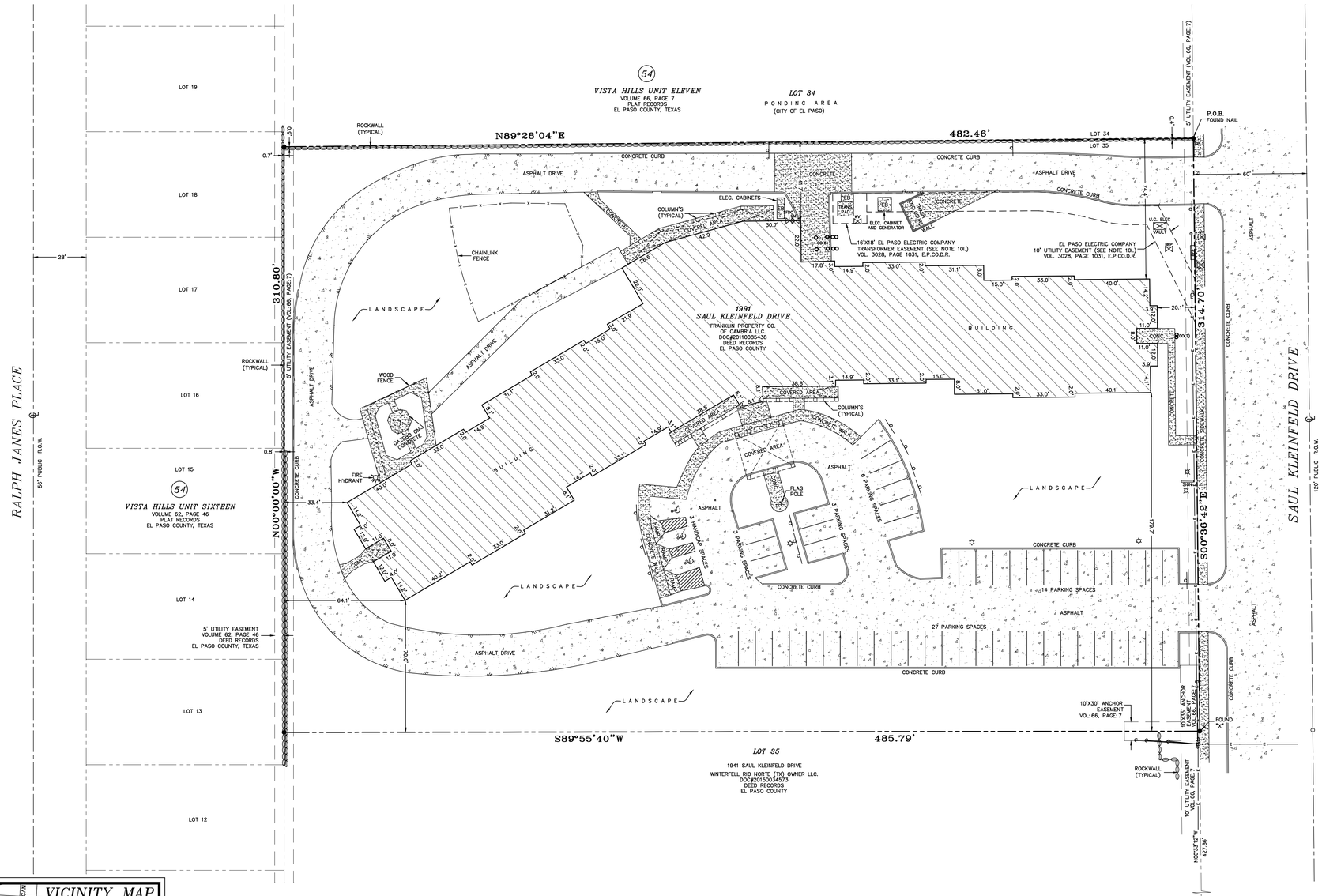
THENCE, North 89°28'04" East, a distance of 482.46 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 151,407.35 square feet or 3.4758 acres of land more or less.

Carlos M. Jimenez
R.P.L.S. No. 3950

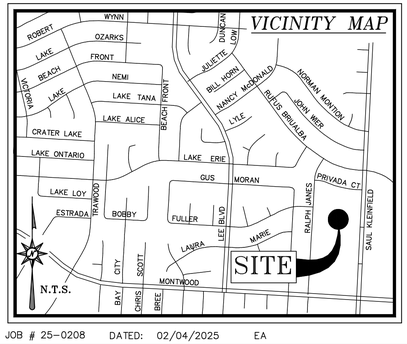
CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422

BOUNDARY AND IMPROVEMENT SURVEY

1991 SAUL KLEINFELD DRIVE
A PORTION OF LOT 35, BLOCK 54
VISTA HILLS UNIT ELEVEN
CITY OF EL PASO, EL PASO COUNTY, TEXAS
151,407.35 SQ.FT. OR 3.4758 ACRES



LEGEND	
☼	= LIGHT POLE
EB	= ELECTRIC BOX
⌑	= GROUND LIGHT
○○	= CLEAN OUT
WV	= WATER VALVE
PP	= POWER POLE
☼	= LIGHT POLE
▭	= SIGN
♿	= HANDICAP PARKING
E	= OVERHEAD ELECTRIC
⊖⊖⊖⊖	= ROCKWALL
x	= CHAINLINK FENCE
⟵	= GUY WIRE
BFP	= BACK FLOW PREV.
GP	= GAS PIPE
GM	= GAS METER



JOB # 25-0208 DATED: 02/04/2025 EA

FLOOD INFORMATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP HEREON DESCRIBED PROPERTY LIES IN ZONE "C", COMMUNITY PANEL NO. 480214-0043-B DATED: 10/15/82.

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CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

STATE OF TEXAS
REGISTERED
CARLOS M. JIMENEZ
3950
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARLOS M. JIMENEZ R.P.L.S No. 3950
FIRM# 10099300

1991 Saul Kleinfeld

City Plan Commission — October 9, 2025

REZONING

ZONING

CASE NUMBER:	**PZRZ25-00021**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	Simpatico East Property LLC
REPRESENTATIVE:	Michael Furth
LOCATION:	1991 Saul Kleinfeld Drive (District 6)
PROPERTY AREA:	3.48 acres
REQUEST:	Rezone from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit)
RELATED APPLICATIONS:	N/A
PUBLIC INPUT:	None received as of October 2, 2025

SUMMARY OF REQUEST: The applicant is proposing to rezone the subject property from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit) to allow for the use of an assisted living facility and commercial day care center.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with the current uses in the surrounding area and is consistent with Plan *El Paso*, the City's adopted Comprehensive Plan and the G4, Suburban (Walkable) future land use designation. The recommended conditions are the following:

1. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.
2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. That no outdoor amplified sound be permitted within the property.
4. That a minimum 500-foot distance be required between any establishments deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption.

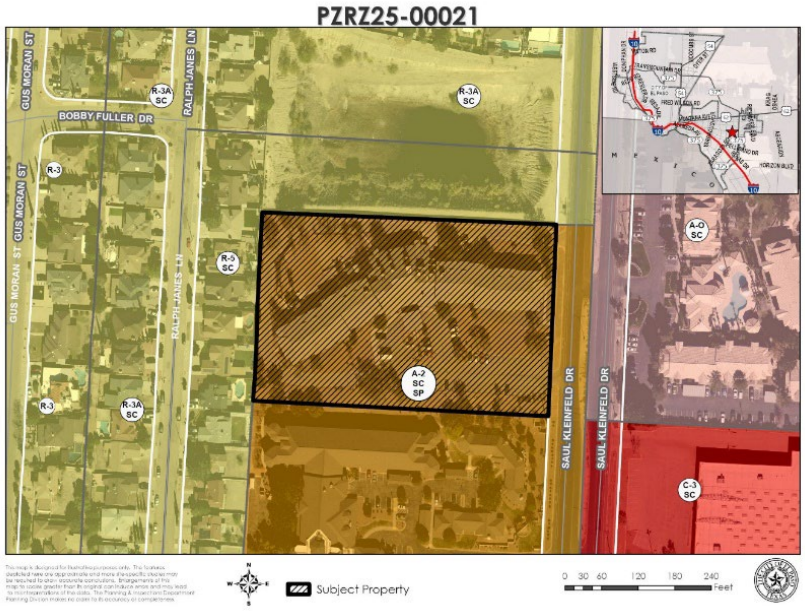


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit) to allow for the existing assisted living facility and a proposed commercial day care center. The subject property is approximately 3.48 acres in size. The conceptual site plan shows the existing layout of the development. The conceptual plan is not under review for zoning requirements and is not binding. Main access to the property is from Saul Kleinfeld Drive.

PREVIOUS CASE HISTORY: On June 13, 1995, the property was granted a special permit by City Council to allow for a personal care facility Type B (see Attachment 3). On July 21, 1987, City Council approved of the rezoning of the subject property from R-3 (Residential) to A-2 (Apartment) with the following condition imposed by Ordinance No. 9104 (see Attachment 4):

> *Prior to the issuance of a building permit for any parcel, a subdivision plat must be files of record with a County Clerk for said parcel.*

Note: The condition has been met.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent commercial, apartment and residential zone districts within the area. The surrounding properties include a ponding site zoned R-5 (Residential) to the north. To the south the property includes an assisted living facility zoned A-2 (Apartment), to the east an apartment complex zoned A-O (Apartment/office) and to the west single-family dwellings zoned R-5 (Residential). The property has sidewalks on the surrounding streets. The nearest school, Benito Martinez Elementary, is at approximately 0.7 mile and the closest park, Dick Shinaut Park, is located about 0.3-mile.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The proposed development is compatible with the G-4 Suburban (Walkable) Land Use Designation of *Plan El Paso.*
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-1 (Commercial) District:** The purpose of these districts is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.	Yes. The proposed C-1 (Commercial) zoning district will provide the integration of commercial uses with C-3 (Commercial), A-2 (Apartment), and R-5 (Residential) zoning districts in the surrounding area. Conditions are recommended to safeguard single-family uses allowed in the proximity.
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. Access to the subject property is from Saul Kleinfeld Drive, which is designated as a major street per the City of El Paso's Major Thoroughfare Plan (MTP). The classification of the road is appropriate for the proposed use.

THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The 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.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been stable with no rezoning within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access from Saul Kleinfeld Drive, which is designated as a major street in the City's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development. Sidewalks are currently present along Saul Kleinfeld Drive. There are two (4) bus stops located within walkable distance (0.25 miles) of the subject property. The closest bus stop is along Montwood Drive to the south, which is located 0.2 mile from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: There are no registered neighborhood associations applicable to the subject property. Public notices were mailed to property owners within 300 feet on September 25, 2025. As of October 2, 2025, the Planning Division has not received any communication in support or opposition to the request.

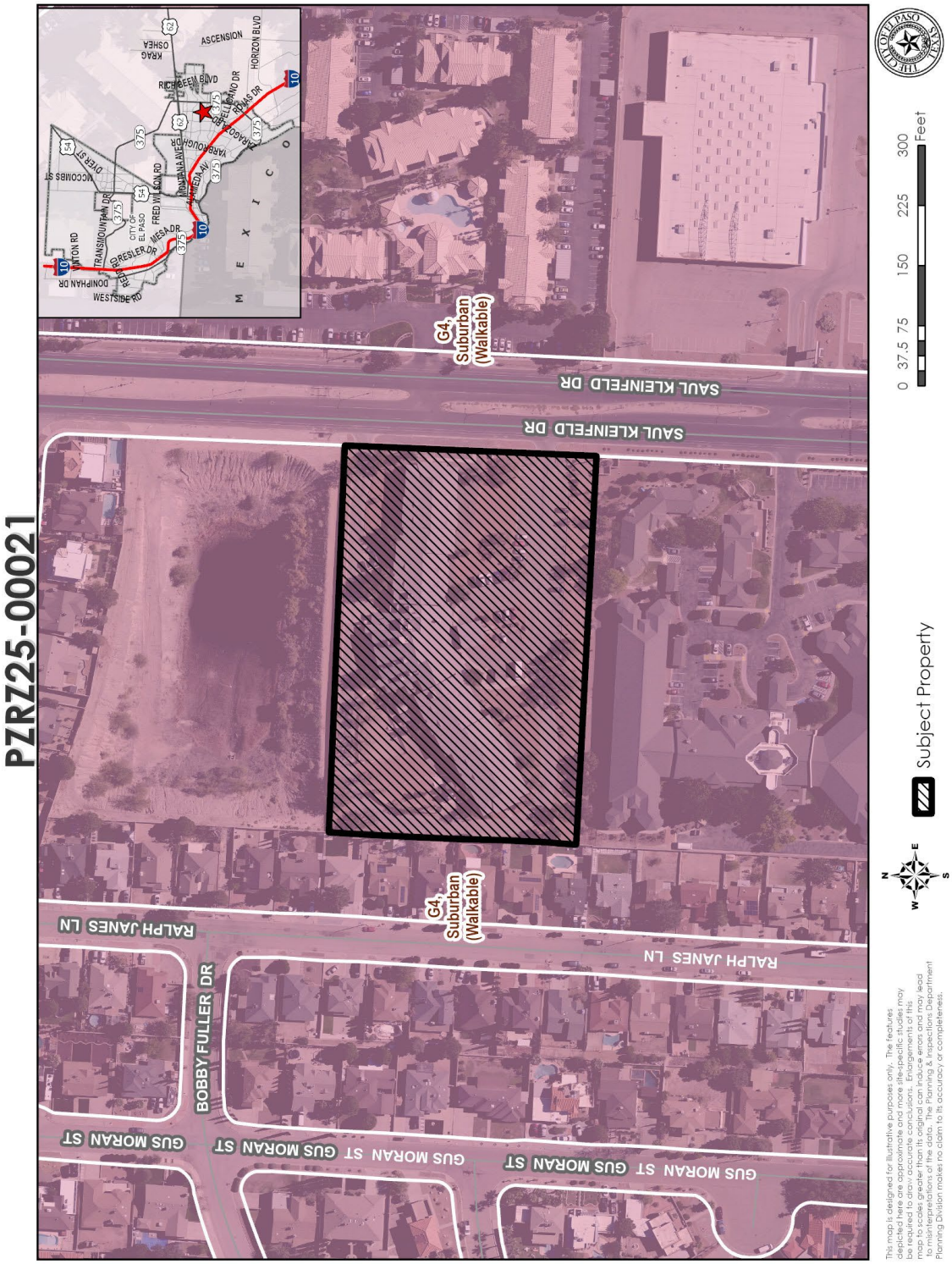
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

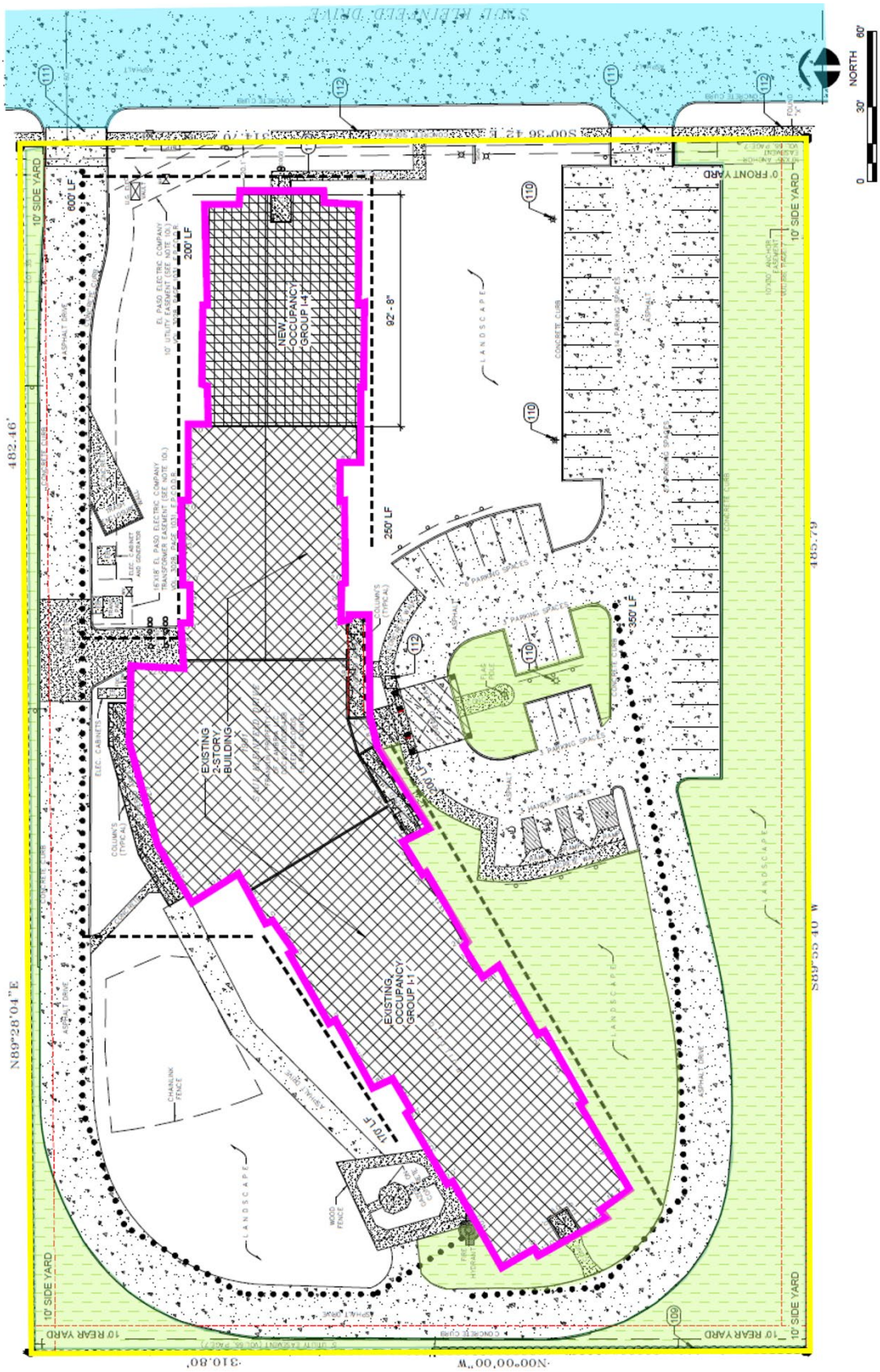
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Ordinance No. 012433, Special Permit
4. Ordinance No. 9104, Special Contract
5. Department Comments
6. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

ORDINANCE NO. 012433

AN ORDINANCE GRANTING SPECIAL PERMIT NO. SP95-11, TO ALLOW FOR A PERSONAL CARE FACILITY TYPE B ON A PORTION OF LOT 35, BLOCK 56, VISTA HILLS #11. PURSUANT TO SECTION 20.22.040.B (ZONING) OF THE EL PASO MUNICIPAL CODE.

WHEREAS, INTERNATIONAL CITY DEVELOPERS has applied for a Special Permit under Section 20.22.040.B of the El Paso Municipal Code, to allow for A PERSONAL CARE FACILITY TYPE B (as defined by Texas Health and Safety Code, Chapter 247), and;

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application;

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

1. That the property described as follows is in a A-2sc and C-1sc District: A PORTION OF LOT 35, BLOCK 56, VISTA HILLS #11, City and County of El Paso, Texas, as more particularly described in the attached and incorporated Exhibit "A", and municipally known and numbered as 1991 SAUL KLEINFELD DRIVE; and

2. That A PERSONAL CARE FACILITY TYPE B, as defined by Texas Health and Safety Code, Chapter 247 has been determined by the zoning administrator, to be authorized by Special Permit in A-2sc and C-1sc districts under Section 20.22.040.B of the El Paso Municipal Code; and

3. That the requirements for A PERSONAL CARE FACILITY TYPE B under Section 20.22.040.B have been satisfied; and

4. That the City Council hereby grants a Special Permit under Section 20.22.040.B of the El Paso Municipal Code, to allow A PERSONAL CARE FACILITY TYPE B on the above-described property; and

5. That this Special Permit is issued subject to the development standards in the A-2sc and C-1sc district regulations and subject to the approved Site Development Plan, signed by the Applicant, the Mayor 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

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 of the City Plan Commission before building permits are issued; and

7. That if the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. SP95-11 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases.

ADOPTED this 13th day of June, 1995.

THE CITY OF EL PASO

Mayor

Ordinance No. 012433

MICKEL\26984.1\ZON/PLA\R7.

2

270

ATTEST:

City Clerk

APPROVED AS TO FORM:

Kimberley Mickelson,
Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning

AGREEMENT

INTERNATIONAL CITY DEVELOPERS, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Site Development Plan and in accordance with the standards identified in the A-2sc and C-1sc District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 18th day of May, 1995.

By:
Title: VICE PRESIDENT

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 18th day of May, 1995, by Douglas Adam Schantz as _____, on behalf of INTERNATIONAL CITY DEVELOPERS, as Applicant.

Notary Public, State of Texas
Notary's Printed or Typed Name: GLORIA T. ALVARADO

My Commission Expires:
May 13, 1999

SPECIAL PERMIT #SP95-11

Ordinance No. _____

MICKEL\26984.1\ZON/PLA\R7.

3

OFFICIAL SEAL
GLORIA T. ALVARADO
NOTARY PUBLIC
In and for the State of Texas
My commission expires 5-13-99

012433

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ATTACHMENT 4

009104

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 1, SECTION 43, BLOCK 79, TSP. 2, T&P RR. CO. SURVEYS, LOTS 2 AND 3, BLOCK 54, AND LOT 1, BLOCK 54A, EAST GLENN ADDITION UNIT 4, REPLAT "A", THE PENALTY BEING AS PROVIDED IN SECTION 20.68.010 OF THE EL PASO CITY CODE.

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

That the zoning of a portion of Tract 1, Section 43, Block 79, Tsp. 2, T&P RR. Co. Surveys, Lots 2 and 3, Block 54, and Lot 1, Block 54A, East Glenn Addition Unit 4, Replat "A", as more particularly described by metes and bounds in the attached Exhibit "A", be changed from C-1 (Commercial), A-2 (Apartment) and R-3A and R-3 (Residential) to A-2 (Apartment), C-1 (Commercial), R-3A and R-5 (Residential) and A-0 (Apartment/Office) within the meaning of the zoning ordinance, subject to a special contract placing certain restrictions, conditions and covenants on the property, and that the zoning map of the City of El Paso be revised accordingly.

PASSED AND APPROVED this 21st day of July, 1987.

Mayor PRO-TEM

ATTEST:

City Clerk acting

I certify that the zoning map has been revised to reflect the amendment of ordinance # 9104

By: L. Gonzales Date: 9-16-87

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning, Research and Development

ZNG2-5280.87

I CERTIFY THAT THE FOLLOWING ZONING MAPS HAVE BEEN REVISED: L.D.

9-16-87 COUNTER
9-16-87 ORIGINAL
9-16-87 Bldg. Inspection
9-16-87 CONTROL

L. Gonzales

RECEIVED
SEP 1 - 1987
PLANNING DEPARTMENT

Contract 7-21-87

009104

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT

THIS CONTRACT made this 21st day of July, 1987, by and between INTERNATIONAL CITY DEVELOPERS, INC., First Party, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for the rezoning of a portion of Tract 1, Section 43, Block 79, Tsp. 2, T&P RR. Co. Surveys, Lots 2 and 3, Block 54, and Lot 1, Block 54A, East Glenn Addition Unit 4, Replat "A", City and County of El Paso, Texas, which is more particularly described by metes and bounds in the attached Exhibit "A" which is made a part hereof by reference. To remove certain objections to such rezoning, First Party covenants that if the property is rezoned from C-1 (Commercial) [Parcels 1, 4, 24 and 25], A-2 (Apartment) [Parcels 23, 27 and 28], and R-3A and R-3 (Residential) [Parcels 2, 3, 5-22 and 26] to A-2 (Apartment) [Parcels 1, 6, 9, 12, 16, 20 and 26], C-1 (Commercial) [Parcels 2, 5, 8, 15, 27 and 28], R-3A and R-5 (Residential) [Parcels 3, 4, 10, 11, 13, 14, 18, 19 and 21-24], and A-O (Apartment/Office) [Parcels 7 and 17) within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

> Prior to the issuance of a building permit for any parcel, a subdivision plat must be filed of record with the County Clerk for said parcel.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above restrictions, conditions

Ord. #9104

87-5280
RECEIVED
SEP 1 - 1987
PLANNING DEPARTMENT

and covenants in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity or necessitating the amendment of the ordinance passed by the City Council embodying this change of zoning and subject to this contract.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

FIRST PARTY:
INTERNATIONAL CITY DEVELOPERS, INC.

By _____
I. T. Schwartz
Title President

ATTEST:

NOT REQUIRED
Secretary

SECOND PARTY:
THE CITY OF EL PASO

By _____
Mayor PRO-TEM

ATTEST:

_____
City Clerk (Acting)

APPROVED AS TO FORM:

_____
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Department of Planning,
Research and Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 3rd day of August, 1987, by I. T. Schwartz as President, on behalf of INTERNATIONAL CITY DEVELOPERS, INC.

_____
Notary Public, State of Texas

My Commission Expires:
TINA BRIJALBA, Notary Public
In and for the State of Texas
My Commission Expires Aug. 28, 1988

SIGNATURES CONTINUED ON NEXT PAGE

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 23rd day of July, 1987, by Ed Elsey as Mayor of THE CITY OF EL PASO. Pro Tem

Billie Jean Branham
Notary Public, State of Texas

My Commission Expires:

4/30/88

ZNG2:5280.87

BILLIE JEAN BRANHAM
Notary Public
STATE OF TEXAS
My Comm. Exp. 6/24/88

Being a portion of Tract 3, Section 6,
Block 79, TSP.3, T & P RR Survey
City of El Paso, El Paso County, Texas
Prepared for: Foster Schwartz
April 29, 1987

FROM R3 TO A2
PARCEL 26

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 3, Section 6, Block 79, TSP.3 T & P RR Survey, City of El Paso, El Paso County, Texas being more particularly described by metes and bounds as follows to wit;

The "POINT OF BEGINNING" being the Northeast corner of said Section 6;

Thence South 00°33'12" East a distance of 691.25 feet;

Thence North 90°00'00" West a distance of 552.46 feet;

Thence North 00°00'00" East a distance of 689.62 feet;

Thence North 89°49'59" East a distance of 545.79 feet to the "POINT OF BEGINNING" containing in all 379,127.64 square feet or 8.704 acres of land more or less.

Tony G. Conde, P.E.
CONDE, INC.

287-97-26
RO

9104

Being a portion of Tract 1, Section 43,
Block 79, TSP.2, T & P RR Survey
City of El Paso, El Paso County, Texas
Prepared for: Foster Schwartz
April 21, 1987

PARCEL 27
A2 TO C1

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1, Section 43, Block 79, TSP.2 T & P RR Survey, City of El Paso, El Paso County, Texas being more particularly described by metes and bounds as follows to wit:

From a point being the Northeast corner of said Section 43; Thence South 89°58'52" West a distance of 2651.26 feet; Thence South 00°30'57" East a distance of 150.00 feet to the "POINT OF BEGINNING";

Thence South 00°30'57" East a distance of 287.19 feet;

Thence South 89°29'20" West a distance of 494.38 feet;

Thence North 00°00'50" East a distance of 291.42 feet;

Thence North 89°58'52" East a distance of 491.85 feet to the "POINT OF BEGINNING" containing in all 142,657.26 square feet or 3.275 acres of land more or less.

Tony C. Conde, P.E.
CONDE, INC.

287-97-27
RO

#9104

Being a portion of Tract 3, Section 6,
Block 79, TSP.3, T & P RR Survey
City of El Paso, El Paso County, Texas
Prepared for: Foster Schwartz
April 21, 1987

PARCEL 28
FROM A2 TO C1

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 3, Section 6, Block 79, TSP.3 T & P RR Survey, City of El Paso, El Paso County, Texas being more particularly described by metes and bounds as follows to wit:

From a point being the Northeast corner of said Section 6; Thence South 89°49'59" West a distance of 2651.26 feet; Thence South 00°30'57" East a distance of 431.19 feet; Thence North 89°29'20" West a distance of 1844.43 feet to the "POINT OF BEGINNING";

Thence South 89°29'20" West a distance of 290.77 feet;

Thence North 00°00'50" East a distance of 305.52 feet;

Thence North 89°58'52" East a distance of 290.76 feet;

Thence South 00°00'50" East a distance of 303.02 feet to the "POINT OF BEGINNING" containing in all 88,469.71 square feet or 2.031 acres of land more or less.

Tony G. Conde, P.E.
CONDE, INC.

287-97-28
R.O.

#9104

RESOLUTION

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

That the Mayor be authorized to sign a contract between THE CITY OF EL PASO and INTERNATIONAL CITY DEVELOPERS, INC., placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 9104, more particularly described as a portion of Tract 1, Section 43, Block 79, Tsp. 2, T&P RR. Co. Surveys, Lots 2 and 3, Block 54, and Lot 1, Block 54A, East Glenn Addition Unit 4, Replat "A".

ADOPTED this 21st day of July, 1987.

Mayor PRO-TEM

ATTEST:

City Clerk (acting)

APPROVED AS TO FORM:

Assistant City Attorney

ZNG2:5280.87

#9104

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with the current uses in the surrounding area and is consistent with Plan El Paso, the City's adopted Comprehensive Plan and the G4, Suburban (Walkable) future land use designation. The recommended conditions are the following:

> *1.That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.*
> *2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
> *3. That no outdoor amplified sound be permitted within the property.*
> *4.That a minimum 500-foot distance be required between any establishments deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption.*

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

The code encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and the Preservation of Natural Arroyos, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

No objections to application.
No TIA is required.

Streets Lighting

Does not object to this request.
Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be

shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management
No comments received.

El Paso Water
EPWater does not object to this request.

Water
There is an existing 16-inch diameter water main located 35 feet west of the eastern right-of-way line of Saul Kleinfeld Dr. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations.

EPWater records indicate a 4-inch domestic water service and an 8-inch fire line serving the subject property. The address for these services is 1991 Saul Kleinfeld Dr.

Previous water pressure from fire hydrant #6155 located on the northwest corner of Privada Ln. and Saul Kleinfeld Dr. has yielded a static pressure of 48 psi, a residual pressure of 46 psi, and a discharge of 1,061 gallons per minute.

Sanitary Sewer
There is an existing 27-inch sanitary sewer main located approximately 50-feet east of the property. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations.

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
As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, 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.

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District
No comments or concerns regarding this zoning.

Texas Department of Transportation
No comments as there appears to be no work affecting the ROW.

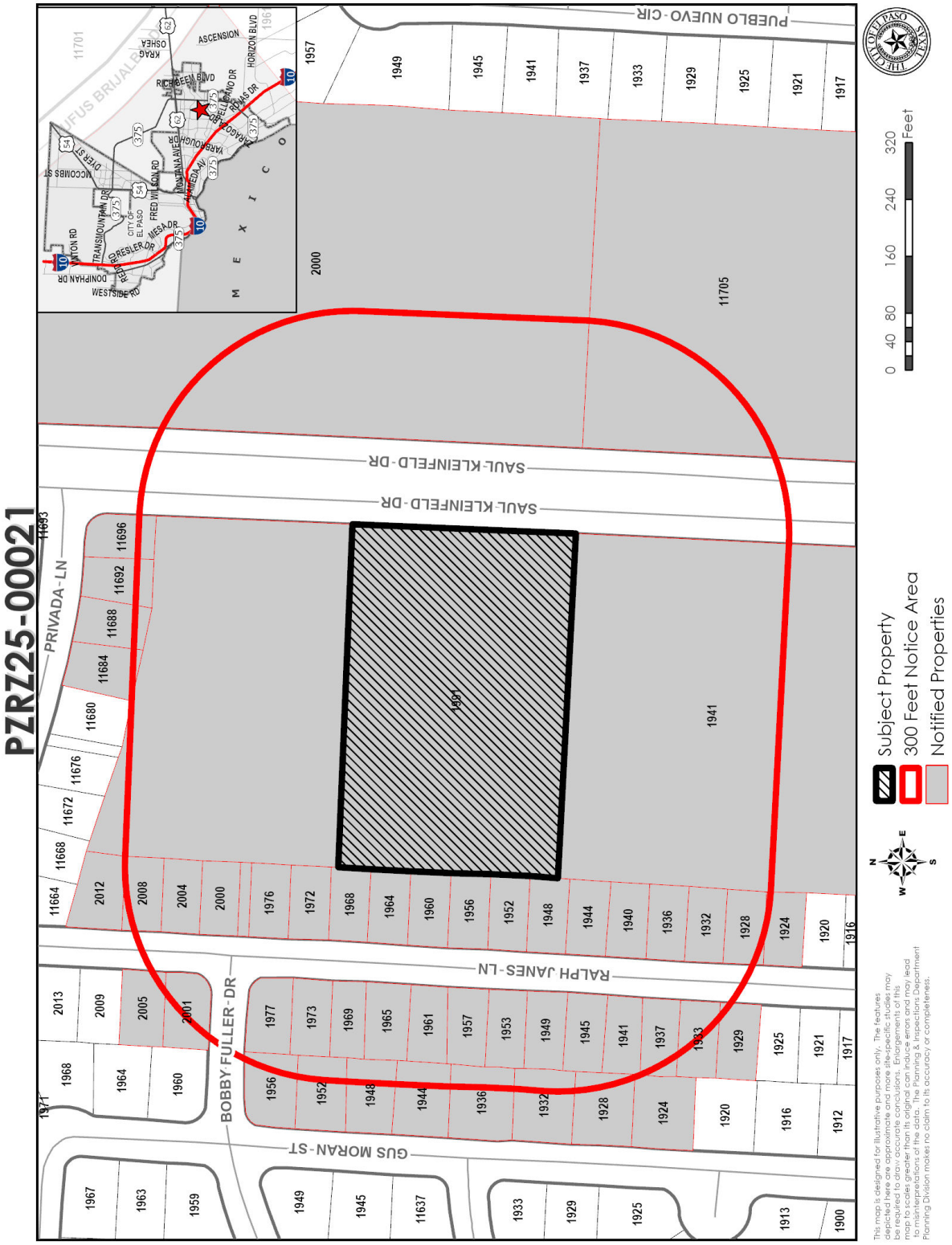
El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
Texas Gas Service has a service line at 1991 Saul Kleinfeld.

Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

El Paso Electric
No comments.

ATTACHMENT 6



File #: 25-1412, **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
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Buyer, for the purchase price of $152,000.00; such real property legally described as Tract 17-B-2-A-5, Block 12, Ysleta Grant, in the City of El Paso, El Paso County, Texas according to the resurvey of Ysleta Grant made for tax purposes, and numbered as 12 Ysleta TR 17-B-2-A-5, El Paso, Texas 79907.

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

DEPARTMENT: Real Estate

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** (915) 212-0825

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Buyer, for the purchase price of $152,000.00; such real property legally described as Tract 17-B-2-A-5, Block 12, Ysleta Grant, in the City of El Paso, El Paso County, Texas according to the resurvey of Ysleta Grant made for tax purposes, and numbered as 12 Ysleta TR 17-B-2-A-5, El Paso, Texas 79907.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified as PID 88532, consisting of approximately 0.58 acres of vacant land, that is proposed to be conveyed to Angelica De La Cruz.

The city-owned parcel was marketed through a licensed real estate broker in accordance with Texas Local Government Code Section 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session September 29, 2025.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO BUYER, FOR THE PURCHASE PRICE OF $152,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS TRACT 17-B-2-A-5, BLOCK 12, YSLETA GRANT, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS ACCORDING TO THE RESURVEY OF YSLETA GRANT MADE FOR TAX PURPOSES, AND NUMBERED AS 12 YSLETA TR 17-B-2-A-5, EL PASO, TEXAS 79907.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, this property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253.

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as TRACT 17-B-2-A-5, YSLETA GRANT, in the City of El Paso, El Paso County, Texas according to the resurvey of YSLETA GRANT made for tax purposes, and numbered as 12 YSLETA TR 17-B-2-A-5, El Paso, Texas 79907, such property being owned by the City of El Paso, for the purchase price of $152,000.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Buyer, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

(Signatures on next page)

(Signature Page)

ADOPTED this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

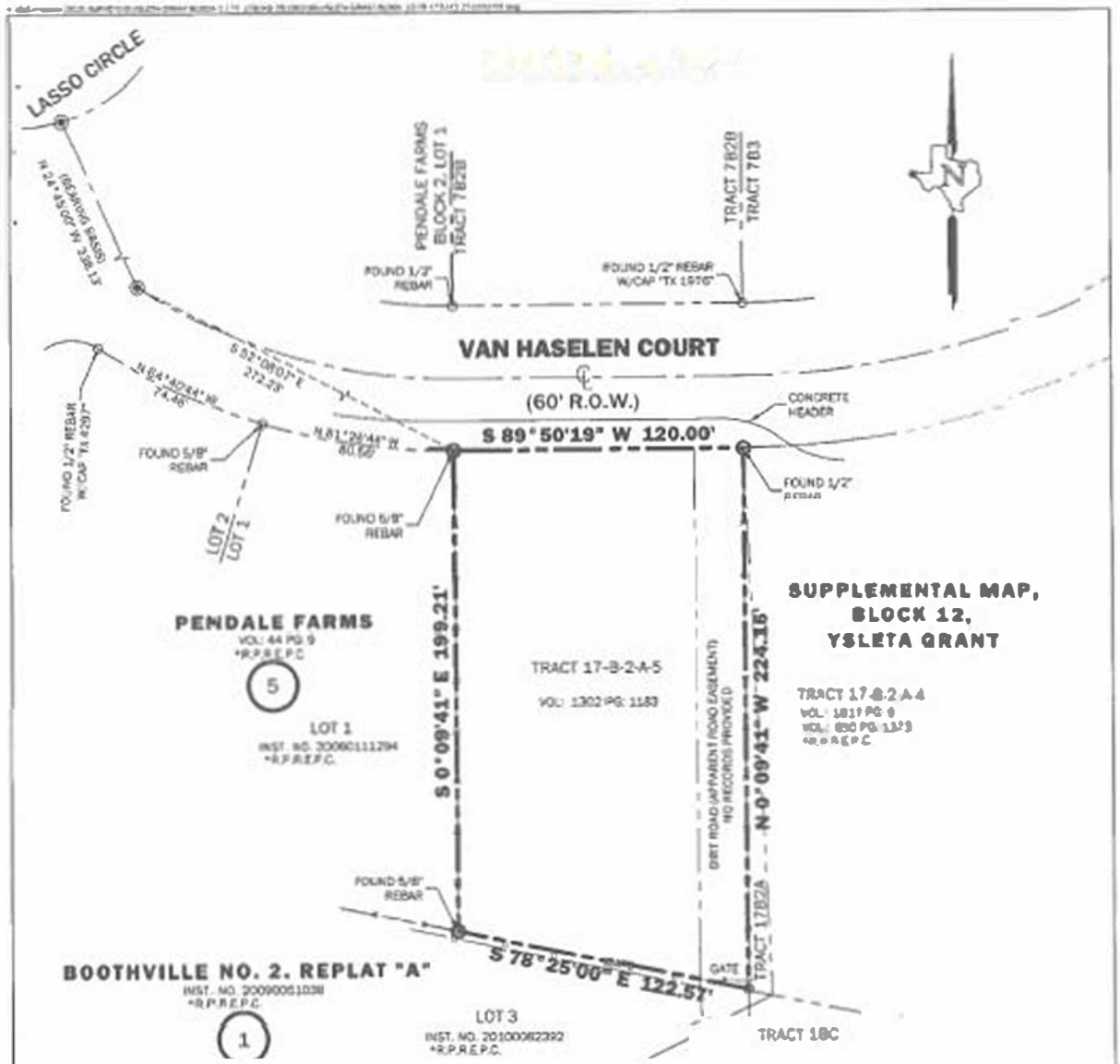
_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT

_____
Mary Lou Espinoza, Capital Assets Manager
Real Estate Division



LEGEND

- FOUND CITY MONUMENT
- CALCULATED POINT (NOT SET)
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE

NOTES

1. ACCORDING TO THE FLOOD INSURANCE RATE PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "X", AS SHOWN ON MAP NO. [illegible] FOR EL PASO COUNTY, TEXAS AND INCORPORATED AREAS, DATED [illegible]. ZONE "X" IS DEFINED AS [illegible] THE 500-YEAR FLOOD PLAIN OR AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. THIS DETERMINATION SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. BEARINGS SHOWN ARE BASED ON THE PLAT FOR YSLETA GRANT.
3. NO ADDITIONAL RESEARCH WAS PERFORMED BY THIS FIRM FOR ANY RESERVATIONS, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
4. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE [illegible] AND ALL RESTRICTIONS, RESERVATIONS, CONDITIONS AND EASEMENTS AFFECTING THE USE AND USE OF ALL RESTRICTED ZONING, RESTRICTIVE COVENANTS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECT OF THIS PLAT.
5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE PERSON NAMED HEREUNDER, MORTGAGE COMPANY AND/OR TITLE COMPANY.
6. TITLE COMMITMENT PROVIDED BY [illegible] FILE NUMBER [illegible], DATED 01/07/2025.
7. THIS PROPERTY MAY BE SUBJECT TO AGREEMENT IN VOLUME 755 PAGE 4, AND VOLUME 411 PAGE 30 AMENDED IN VOLUME 457, PAGE 305.
8. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATES THE EXPRESSION OF PROFESSIONAL OPINION REGARDING THE EVIDENCE LOCATED AT THE TIME OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED AND IS RESTRICTED EXCLUSIVELY TO THE PERSONS NAMED HEREON.

Barragan & Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM # 10151200
10930 Pelicano Dr. Suite F
El Paso, TX 79935
Phone (915) 591-5709 Fax (915) 591-5709

Plat of Survey

TRACT 17-B-2-A-5, BLOCK 12,
YSLETA GRANT,
IN THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS,
ACCORDING TO THE RESURVEY OF YSLETA
GRANT MADE FOR TAX PURPOSES,
AREA 0.58 ACRES ±

Plat Reference Clerk's File No. N/A

Scale: 1" = 60' Date: 10/06/2025 Drawn By: JA

I hereby certify that this survey was done on the ground by me or under my supervision.

STATE OF TEXAS REGISTERED BENITO BARRAGAN 5615 PROFESSIONAL LAND SURVEYOR

Benito Barragan TX R.P.L.S. No. 5615

Job No. 25100206 Copy Right ©

THE STATE OF TEXAS)
) **CONTRACT OF SALE**
COUNTY OF EL PASO) **Van Haselen-PID 88532**

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2025 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Angelica De La Cruz ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.
The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. Tract 17-B-2-A-5, Block 12, YSLETA GRANT, in the City of El Paso, El Paso County, Texas according to the resurvey of YSLETA GRANT made for tax purposes, and numbered as 12 YSLETA TR 17-B-2-A-5, El Paso, Texas 79907 and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof, as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $152,000.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $1,520.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
2. No leasehold rights or interests have been granted and are currently in effect involving

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following

rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the

Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890
CityManager1@elpasotexas.gov

Copy: City Attorney
City of El Paso

P.O. Box 1890
El Paso, Texas 79950-1890
CityAttorney@elpasotexas.gov

Copy: City of El Paso
Capital Assets Manager, Real Estate Division
P.O. Box 1890
El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer: Angelica De La Cruz
12371 Paseo Nuevo Drive
El Paso, Texas 79928

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____,2025

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Dionne Mack, as **City Manager** of the **City of El Paso, Texas.**

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the ___ day of _____, 2025

BUYER:
Angelica De La Cruz

By:_____
Angelica De La Cruz

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5th day of November, 2025 by Angelica De La Cruz, as **Buyer**.

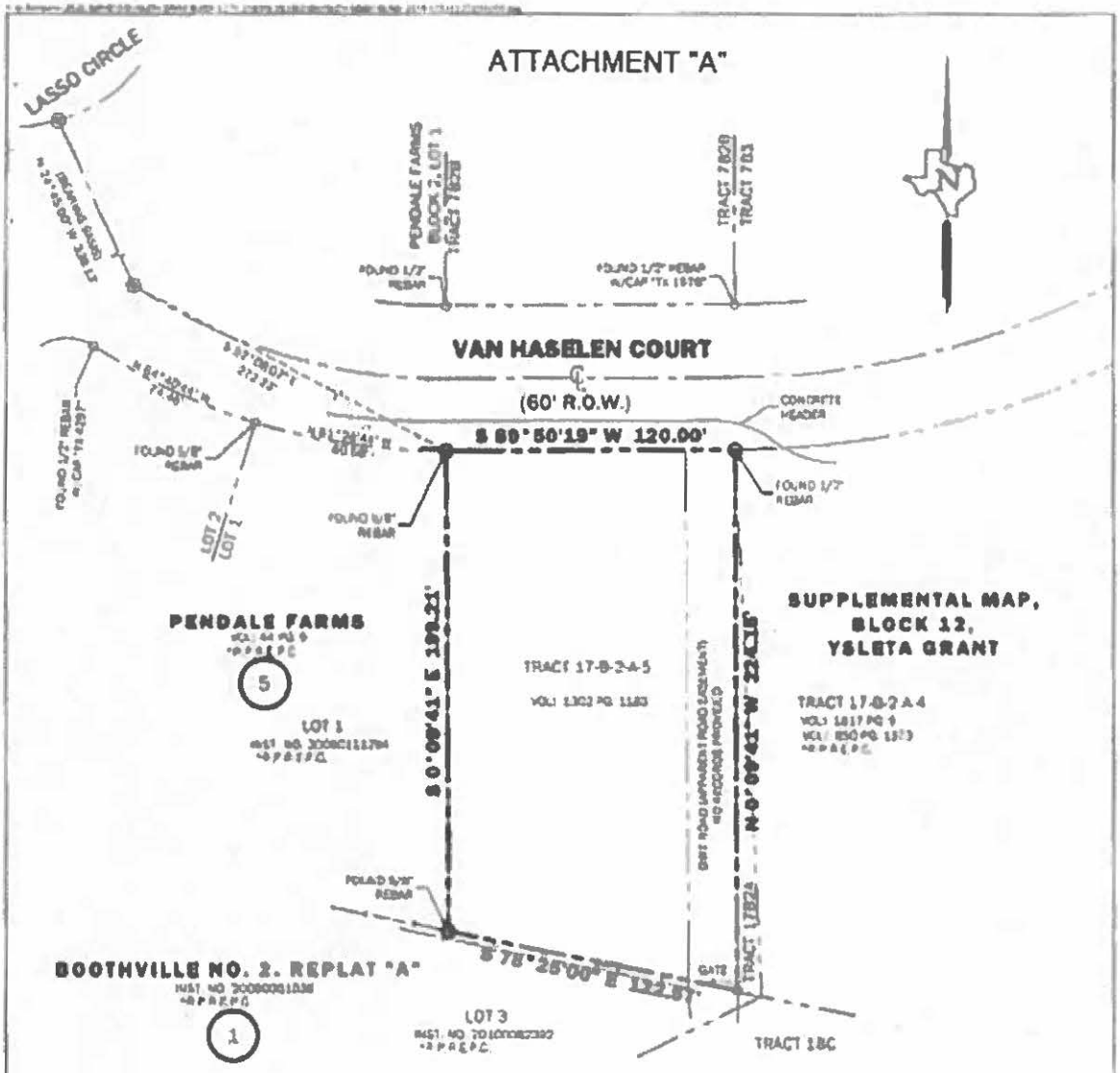
_____
Notary Public, State of Texas

My commission expires:

03-23-2029

GALA ESTELA SILVA
Notary ID #6013921
My Commission Expires
March 23, 2029

ATTACHMENT "A"



LEGEND

- ⊗ — FOUND CITY MONUMENT
- O — CALCULATED POINT (NOT SET)
- ——x—— — CHAIN LINK FENCE
- ——o—— — IRON FENCE
- ——[]—— — WOOD FENCE

*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

1. ACCORDING TO THE FLOOD INSURANCE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "C", AS SHOWN ON MAP NO. 48141C 0040 E MAP REVISED 02/16/2006, FOR EL PASO COUNTY AND INCORPORATED AREAS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. BEARINGS SHOWN ARE BASED ON THE FILED PLAT FOR YSLETA GRANT.
3. NO ADDITIONAL RESEARCH WAS PERFORMED BY BBA INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
4. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE NAMED BORROWER, MORTGAGE COMPANY AND/OR TITLE COMPANY.
6. TITLE COMMITMENT PROVIDED BY MEADOR LAND TITLE INSURANCE COMPANY, GF NO. 251206 E, EFFECTIVE 07/01/2025.
7. THIS PROPERTY MAY BE SUBJECT TO AGREEMENT OF SIDEWALK FEE PAGE 4, AND VOLUME 411 PAGE 30 (AMENDED IN VOLUME 481, PAGE 305).
8. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE EVIDENCE LOCATED AT THE TIME OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, AND IS RENDERED EXCLUSIVELY TO THE PARTIES NAMED HEREON.

Barragan & Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM # 10151200
10950 Pellicano Dr. Building F
El Paso, TX 79935
Phone (915) 591-5709 Fax (915) 591-5706

Plat of Survey

TRACT 17-B-2-A-5, BLOCK 12,
YSLETA GRANT,
IN THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS,
ACCORDING TO THE RESURVEY OF YSLETA
GRANT MADE FOR TAX PURPOSES.

AREA 0.58 ACRES ±

Plat Reference Clerk's File No. N/A

Scale: 1" = 60' Date: 10/06/2025 Drawn By: MA

I hereby certify that this survey was done on the ground by me or under my supervision.

STATE OF TEXAS
REGISTERED
OLINTO BARRAGAN
5615
PROFESSIONAL
SURVEYOR

Olinto Barragan, R.P.L.S. No. 5615

Job No. 25002306 Copy Rights ©

Field: MA Book: N/A Page: N/A

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date:	_____, 2025
Grantor:	**City of El Paso, Texas,** a Texas home-rule municipality
Grantor's Mailing Address:	City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Grantee:	Angelica De La Cruz
Grantee's Mailing Address:	12371 Paseo Nuevo Drive El Paso, TX 79928

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Tract 17-B-2-A-5, Block 12, YSLETA GRANT, in the City of El Paso, El Paso County, Texas according to the resurvey of YSLETA GRANT made for tax purposes, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof, as more particularly described in **Attachment "A"**.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE
[To be added per title commitment.]

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the

Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2025.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 2025, by Dionne Mack, City Manager, City of El Paso.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: Angelica De La Cruz

Business Name: Tristar Aeronautical Inc

Agenda Item Type: Sale of city-owned real estate

Relevant Department: Real Estate

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 11/5/2025

Property Sale Agreement: Van Haselen Ct. – PID 88532

District 7 | El Paso, Texas | 79907

Mary Lou Espinoza, MBA
Capital Assets Manager
December 16, 2025

Council Action

- December 2024 - City Council awarded the contract for Real Estate Management Services
- May 2025 - City Council vetted this surplus property and approved its listing
- In accordance with Texas Local Government Code Section 253.014, the property was marketed via a broker and listed for at least 30 days on a multi-listing service

Van Haselen & Pendale PID 88532 (D7)

Size: 0.58 Acres

Zoning: R-3 SC (Residential Special Contract)

Listed: June 6, 2025

Appraised Value: $150,000 (Aug 2025)

Buyer: Angelica De La Cruz

Purchase Price: $152,000 + Closing Costs

Number of Offers: 2

Recommendation: Sell property to the Highest Offeror

MISSION

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

VISION

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

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

File #: 25-1413, **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
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Cortez Wholesale Inc., for the purchase price of $165,000; such real property legally described as Alameda & Piedras-PID 212380.

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

DEPARTMENT: Real Estate

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** (915) 212-0825

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Cortez Wholesale Inc., for the purchase price of $165,000; such real property legally described as Alameda & Piedras-PID 212380.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified as PID 212380, consisting of approximately 0.34 acres of land, currently being utilized as a parking lot by an abutting retail business, that is proposed to be conveyed to Cortez Wholesale Inc.

The city-owned parcel was marketed through a licensed real estate broker in accordance with Texas Local Government Code Section 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session September 29, 2025.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO CORTEZ WHOLESALE INC., FOR THE PURCHASE PRICE OF $165,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS ALAMEDA & PIEDRAS-PID 212380.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Chapter 253, Texas Local Government Code; and

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Fractional Block "O", BASSETT ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 5, Page 21, Real Property Records, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $165,000.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Cortez Wholesale Inc., (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED on this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT

_____
Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
Alameda & Piedras-PID 212380
El Paso, TX 79901

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 2025 ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Cortez Wholesale Inc. ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. Fractional Block "O", BASSETT ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 5, Page 21, Real Property Records, El Paso County, Texas., as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $165,000.00 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $1,650.00 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

    a. Any "as-built" plans for any improvements on the Property, if any;

    b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

    c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

    a. Notify the Buyer that the Seller will cure the Buyer's objections before the

Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer

may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax

rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller: The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890
CityManager1@elpasotexas.gov

Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov
Copy:	City of El Paso Capital Assets Manager, Real Estate Division P.O. Box 1890 El Paso, Texas 79950-1890 RealEstate@elpasotexas.gov
To the Buyer:	Cortez Wholesale Inc. 111 N Piedras Street El Paso, TX 79901

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond

either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____,2025

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2025, by Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the 11 day of November, 2025

BUYER:

Cortez Wholesale Inc.

By: _____
Ivan Cortez

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 11 day of November, 2025 by _____, as _____ of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

01/05/2026

ARMANDO MARTINEZ
Notary Public, State of Texas
Comm. Expires 01-05-2026
Notary ID 128111130

ATTACHMENT "A"
PROPERTY SURVEY

ATTACHMENT "A"

Barragan & Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

DESCRIPTION

Description of portion of fractional, Block "0", Bassett Addittion, filed for record in volume 5 page 21, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a found City monument at an offset 10 feet East from Poplar Street centerline intersecting with an offset 15 feet North from Alameda Avenue centerline; from which a found City monument at said offset 10 feet East from Poplar Street centerline intersecting with an offset 10 feet North from Texas Avenue centerline, bears N 33° 41' 29" W, of a distance of 279.18 feet; **THENCE,** S 86° 25' 53" E, along the monument line of Alameda Avenue at a 15 foot offset North, a distance of 276.42 feet to a point; **THENCE,** N 03° 34 07" E, leaving said monument line, a distance of 35.00 feet to a set nail on the northerly line of Alameda Avenue, being the **POINT OF BEGINNING** of this description;

THENCE, N 56° 13' 52" E, a distance of 123.32 feet to a set "v" mark for corner;

THENCE, S 03° 28' 30" W, a distance of 39.74 feet to a set nail, for corner on the westerly right-of-way line of N Piedras Street;

THENCE, 55.04 feet, along an arc of a curve to the right with a radius of 35.00 feet, an interior angle of 90° 05' 37", and a chord which bears S 48° 31' 18" W, a distance of 49.54 feet to a set nail on the northerly right-of-way line of Alameda Avenue;

THENCE, N 86° 25' 53" W, a distance of 63.11 feet along the northerly right-of-way line of Alameda Avenue, to the **POINT OF BEGINNING** of this description and containing in all 0.34 acres more or less.

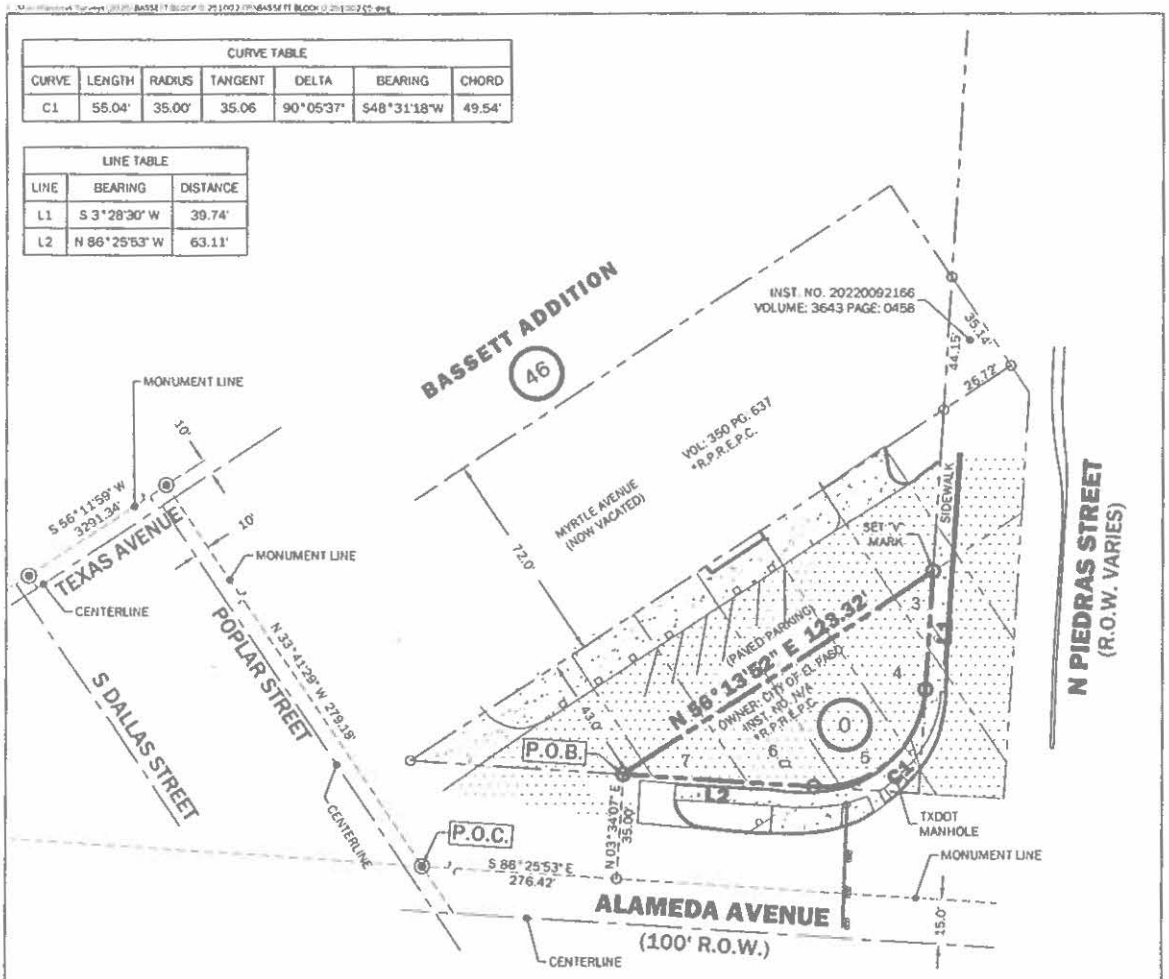
NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
4. This description was done without the benefit of a title report.
5. A Plat of Survey dated 10/06/2025 accompanies this description.

Benito Barragan TX R.P.L.S 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
October 27, 2025
Job No. 251002-05

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	BEARING	CHORD
C1	55.04'	35.00'	35.06	90°05'37"	S48°31'18"W	49.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 3°28'30" W	39.74'
L2	N 86°25'53" W	63.11'



LEGEND

- — FOUND CTY. MONUMENT OFFSET 10 FEET NORTHEAST
- — SET NAIL (UNLESS NOTED OTHERWISE)
- — CALCULATED POINT (UNLESS NOTED OTHERWISE) (NOT SET)
- — CONCRETE
- — CHAINLINK FENCE
- — IRON FENCE
- — ELECTRIC BOX
- — SIGN

*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:

1. ACCORDING TO THE FLOOD INSURANCE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "C", AS SHOWN ON MAP NO. 480214 0039 B; MAP REVISED 10/15/1982, FOR EL PASO COUNTY AND INCORPORATED AREAS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. BEARINGS SHOWN HEREON ARE GRID REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE 4203, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
3. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
4. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
6. TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE GUARANTY COMPANY, GF NO. 251259-7, DATED 08/12/2025.
7. A WRITTEN DESCRIPTION DATED 10/27/2025 ACCOMPANIES THIS PLAT.
8. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE EVIDENCE LOCATED AT THE TIME OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED; AND IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.

Barragan & Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10151200
10950 Pelicano Dr. Building F.
El Paso, TX 79935
Phone (915) 591-5709 Fax (915) 591-5706

Plat of Survey

PORTION OF
FRACTIONAL BLOCK "0",
BASSETT ADDITION,
AN ADDITION TO THE
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
AREA 0.34 ACRES ±

Plat Reference VOL/BK 5 PAGE 21

I hereby certify that this survey was done on the ground by me or under my supervision.

Bernie Barragan TX. R.P.L.S. No. 5615

Job No. 251002-05 Copy Rights ©

Scale: 1:50 Date: 10/06/2025 Drawn By: JA

Field: GP Book: N/A Page: N/A

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date:	_____, 2025
Grantor:	**City of El Paso, Texas,** a Texas home-rule municipality
Grantor's Mailing Address:	City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Grantee:	Cortez Wholesale Inc.
Grantee's Mailing Address:	111 N Piedras Street El Paso, TX 79901

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Fractional Block "O", BASSETT ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 5, Page 21, Real Property Records, El Paso County, Texas., as more particularly described in **Attachment "A"**.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever.

The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 2025 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2025.

GRANTOR:
CITY OF EL PASO

By:_____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 2025, by Dionne Mack, City Manager, City of El Paso.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Ivan Cortez
Business Name	Cortez Wholesale Inc.
Agenda Item Type	Sale of City-owned land
Relevant Department	Real Estate

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 11-11-2025

Property Sale Agreement: Piedras & Alameda – PID 212380

District 8 | El Paso, Texas | 79901

Mary Lou Espinoza, MBA
Capital Assets Manager
December 16, 2025

Council Action

- December 2024 - City Council awarded the contract for Real Estate Management Services
- May 2025 - City Council vetted this surplus property and approved its listing
- In accordance with Texas Local Government Code Section 253.014, the property was marketed via a broker and listed for at least 30 days on a multi-listing service

Piedras & Alameda PID 212380 (D8)

Size: 0.34 Acres

Zoning: C-4 (Commercial)

Appraised Value: $165,000 (Aug 2025)

Listed: June 6, 2025

Buyer: Cortez Wholesale Inc.

Purchase Price: $165,000 + Closing Costs

Number of Offers: 1

Recommendation: Sell property to the Highest Offeror

MISSION

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

VISION

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

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

File #: 25-1363, **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 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Blanca Perez, (915) 212-1561

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST25-00009, to allow for infill development with reduction to average lot width and side yard setback on the property described as Lot 5, Block 37, Magoffin Addition, 911 Tays Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for 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: 911 Tays Street
Applicant: Luis Herrera, PZST25-00009

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Blanca Perez **PHONE NUMBER:** (915) 212-1561

DISTRICT(S) AFFECTED: 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. PZST25-00009, to allow for infill development with reduction to average lot width and side yard setback on the property described as Lot 5, Block 37, Magoffin Addition, 911 Tays Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for 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: 911 Tays Street
Applicant: Luis Herrera, PZST25-00009

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit and detailed site development plan approval for infill development with reduction to average lot width and side yard setback for a proposed use of multifamily in the A-3 (Apartment) zoning district. City Plan Commission recommended 6-0 to approve the proposed special permit on September 25, 2025. As of November 4, 2025, the Planning Division has not received any communication in support or opposition to the special permit request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Tiwe

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00009, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTION TO AVERAGE LOT WIDTH AND SIDE YARD SETBACK ON THE PROPERTY DESCRIBED AS LOT 5, BLOCK 37, MAGOFFIN ADDITION, 911 TAYS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, H&N Property Holdings, LLC, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a reduction to average lot width and side yard setback; 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 A-3 (Apartment) Zone District:

   Lot 5, Block 37, Magoffin Addition, 911 Tays Street, *City of El Paso, El Paso County, Texas 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 to average lot width and side yard setback; and,

3. 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, 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 "A" 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. **PZST25-00009** 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 _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

H&N Property Holdings, 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 A-3 (Apartment) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 21 day of October, 2025.

H&N Property Holdings, LLC:

By: Luis F. Herrera (Managing Member / Owner)
(name/title)

Luis F.
(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 21 day of October, 2025, by Luis F Herrera, for H&N Property Holdings, LLC, as Owner.

My Commission Expires:

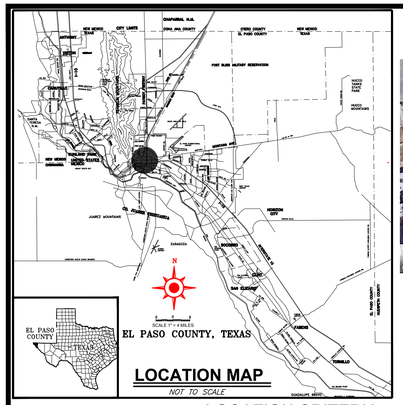
Notary Public, State of Texas

DENISE VILLARREAL
Notary Public, State of Texas
My Commission Expires
September 24, 2029
NOTARY ID 136920021

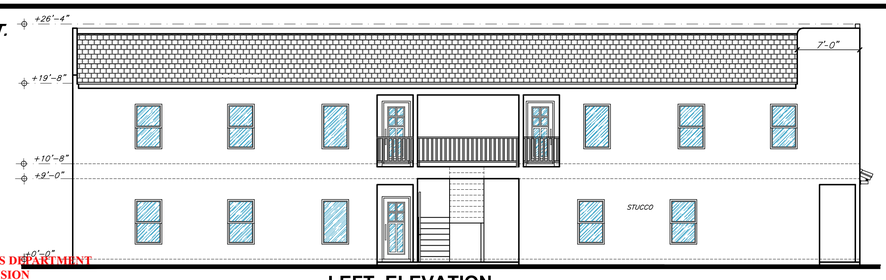
Notary's Printed or Typed Name:

Denise Villarreal

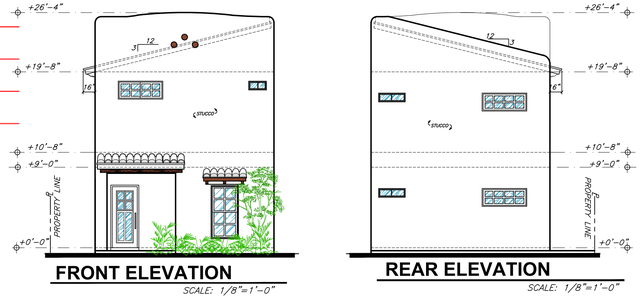
Exhibit "A"



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
10/21/2025
DATE
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER



LEFT ELEVATION SCALE: 1/8"=1'-0"



FRONT ELEVATION SCALE: 1/8"=1'-0"

REAR ELEVATION SCALE: 1/8"=1'-0"

LEGEND

- CONCRETE CURB
- ARROWS INDICATE STREET ENTRANCE
- STORM WATER DRAINAGE FLOW ARROWS
- FIRE HYDRANT COVERAGE
- EXISTING FIRE HYDRANT
- LANDSCAPING CALCULATION
- INTERIOR 5'-0" SIDEWALK
- NEW BUILDING'S A & B

PROJECT DATA

APPLICABLE CODES
INTERNATIONAL RESIDENTIAL CODE 2021

LAND AREA
SITE: 3000.00 SQ FT

LEGAL ADDRESS
911 TAYS STREET.
EL PASO, COUNTY TEXAS

LEGAL DESCRIPTION
BLOCK 37, LOT 5,
MAGOFFIN ADDITION, AN ADDITION TO THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS

REGISTERED ARCHITECT JAIME MONTOYA 27344 STATE OF TEXAS
08/27/2025

SCOPE OF WORK
NEW CONSTRUCTION - (QUADRUPLEX)

OCCUPANCY:
RESIDENTIAL

LOT AREA: (3000 SQ FT)
3.000.00 SQ. FT. (0.068 ACRES)

CONSTRUCTION TYPE: TYPE: V

AREAS BUILDING:

LIVING:	2936.00 SQ. FT.
UNIT A	734 SQ. FT.
COV'D PORCH	36.00 SQ. FT.
UNIT B	734 SQ. FT.
COV'D PORCH	36.00 SQ. FT.
UNIT C	734 SQ. FT.
COV'D PORCH	36.00 SQ. FT.
UNIT D	734 SQ. FT.
COV'D PORCH	36.00 SQ. FT.

PARKING REQUIRED:
8 PARKING SPACES

UNIT A	2 BEDROOM= 1 PARKING
UNIT B	2 BEDROOM= 1 PARKING
UNIT C	2 BEDROOM= 1 PARKING
UNIT D	2 BEDROOM= 1 PARKING

TOTAL PARKING REQUIRED = 4 SPACES
PROPOSED = 2 SPACES

INFILL DEVELOPMENT ALLOWS FOR 50% AUTOMATIC PARKING REDUCTION

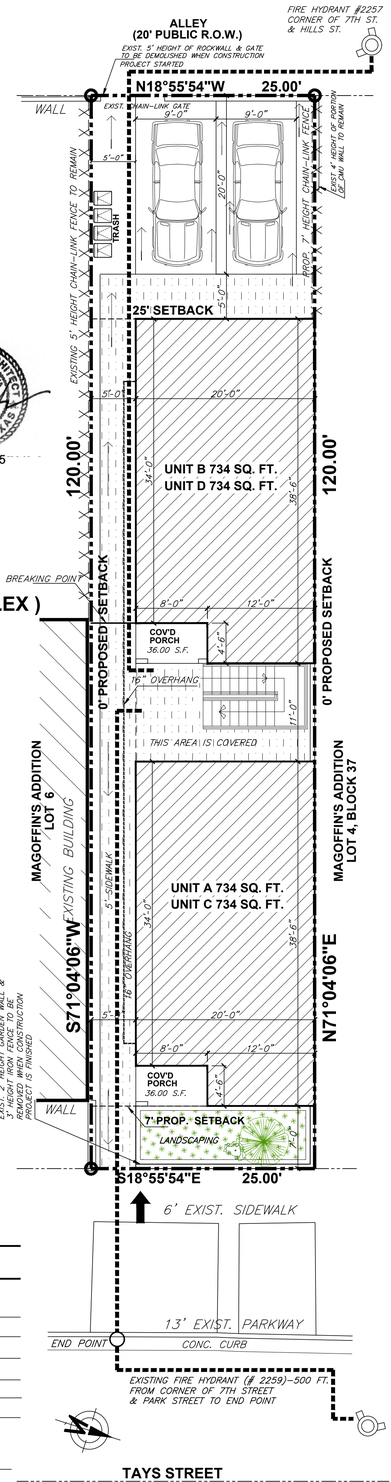
EXISTING ZONING A-3

SETBACKS

	A-3 REQUIRED	SPECIAL PERMIT PROPOSED
FRONT YARD	0'	7'-0"
REAR YARD	20'	25.00'
ACCUM. FRONT & REAR YARD	N/A	N/A
SIDE YARD	4'	0.00'
MAX. HEIGHT	35'-0"	26'-4"

LOT SIZE REDUCTION:

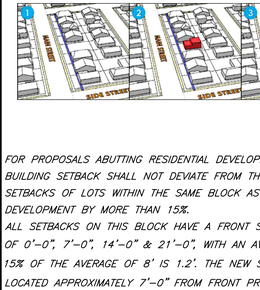
	REQUIRED	PROPOSED
WIDTH	50.00'	25.0'
DEPTH	80.00'	120.00'
AREA	4,000.00'	3,000.00'
BUILDING HEIGHT	35.00'	26'-4"
PARKING	4	2



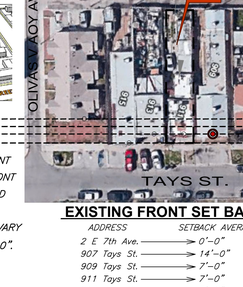
DET. DEVELOPMENT PLAN
SCALE: 1/8"=1'-0"

LOCATION CRITERIA
MANDATORY DESIGN REQUIREMENTS (MIN. 1)

1.2 LAND WITHIN THE DOWNTOWN PLAN AREA.



1.3 LAND ANNEXED PRIOR TO 1955.



1 MANDATORY DESIGN REQUIREMENTS

1.1

ON-SITE 25% PARKING IS PROVIDED AT THE REAR OF THE PROPERTY.
NO PARKING WILL BE IN FRONT IN ACCORDANCE WITH MANDATORY REQUIREMENT.

1.2

PRINCIPAL ORIENTATION IS TOWARD 911 TAYS STREET WHICH STREET ENTRANCE FROM THE SIDEWALK THIS COMPLIES WITH MANDATORY DESIGN REQUIREMENTS.

1.3

FOR PROPOSALS ABUTTING RESIDENTIAL DEVELOPMENT THE FRONT BUILDING SETBACK SHALL NOT DEVIATE FROM THE AVERAGE FRONT SETBACKS OF LOTS WITHIN THE SAME BLOCK AS THE PROPOSED DEVELOPMENT BY MORE THAN 15%.
ALL SETBACKS ON THIS BLOCK HAVE A FRONT SETBACK THAT VARY OF 0'-0", 7'-0", 14'-0" & 21'-0", WITH AN AVERAGE OF 8'-0". 15% OF THE AVERAGE OF 8' IS 1.2'. THE NEW STRUCTURE IS LOCATED APPROXIMATELY 7'-0" FROM FRONT PROPERTY LINE. WHICH MEETS THIS STANDARD.

FRONT SETBACK REQUIRED WILL BE 7'-0".

EXISTING FRONT SET BACK

ADDRESS	SETBACK AVERAGE
2 E 7th Ave.	0'-0"
907 Tays St.	14'-0"
909 Tays St.	7'-0"
911 Tays St.	7'-0"
913 Tays St.	7'-0"
915 Tays St.	0'-0"
919 Tays St.	21'-0"

2 SELETIVE DESIGN GUIDELINES:
MANDATORY DESIGN REQUIREMENTS
(NO LESS THAN 3)

2.2

THE PERCENTAGE OF GROSS FLOOR AREA DIVIDED BY THE TOTAL LOT AREA FOR INFILL DEVELOPMENT PROJECTS SHALL BE NO LESS THAN 80%.

LIVING:	3017.00 SQ. FT.
UNIT A	734 SQ. FT.
UNIT B	734 SQ. FT.
UNIT C	734 SQ. FT.
UNIT D	734 SQ. FT.
STAIR	81 SQ. FT.

TOTAL LOT AREA = 3,000.00 S.F.
TOTAL GROSS FLOOR AREA= 3,017.00 S.F.
GROSS AREA REQUIRED= 2,400.00 S.F.
GROSS AREA PROVIDED= 3,017.00 S.F.

3017 / 3000 = 1006
1006 X 100 = 100.6 %

2.5

TOTAL LOT WIDTH 25.00' FEET = 100%
80% OF 25'-0" FEET = 20'-0" FEET
(BUILDING LENGTH)
80% REQUIRED:-------20'-0" L. F.
PROVIDED:----------20'-0" L. F.
* TOTAL WIDTH OF THE PROPERTY STRUCTURE SHALL BE GREATER THAN OR EQUAL TO 80% OF THE TOTAL LOT WIDTH ALONG THE MAIN STREET

2.6

THE PROJECT DEMONSTRATE COMPLIANCE WITH ONE OF THE ARCHITECTURAL STYLES DEFINED BY COMMUNITY DESIGN MANUAL OF PLAN EL PASO.

1. PUEBLO STYLE.
CHARACTERISTICS:
-FLAT ROOF W/PARAPET WALL
-CORNERS ARE ROUNDED.
-PROJECTED WOODEN BEAMS OR "VIGAS" PIERCING WALLS.
-STUCCO, EARTH-COLORED EXTERIOR FINISH
-ONE OR TWO STORY BUILDINGS.

2. PUEBLO STYLE
Example:

REVISIONS	BY

NZ DRAFTING
RESIDENTIAL & COMMERCIAL
1 915 504 3575

DETAILED SITE DEVELOPMENT PLAN

PZST25 - 00009

OWNER:
H & N PROPERTY HOLDINGS LLC

NEW QUADRUPLEX:
911 TAYS ST.

ARCHITECT
JAIME MONTOYA
3810 OKLAHOMA ST.
EL PASO, TEXAS 79930
PHONE : (915) 519-5464

DRAWN
NURYS ZARATE
(915) 504 3575

DATE
8/27/2025

DETAILED SITE DEVELOPMENT PLAN

SHEET
A-1
1 OF 1 SHEETS

ZONING

911 Tays

City Plan Commission — September 25, 2025 SPECIAL PERMIT

CASE NUMBER:	**PZST25-00009**
CASE MANAGER:	Blanca Perez, (915) 212-1561, PerezBM@elpasotexas.gov
PROPERTY OWNER:	H&N Property Holdings, LLC
REPRESENTATIVE:	Nicholas Najera
LOCATION:	911 Tays St. (District 8)
PROPERTY AREA:	0.068 acres
EXISTING ZONING:	A-3 (Apartment)
REQUEST:	Special Permit for Infill Development with reduction to average lot width and side yard setback.
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None as of September 18, 2025

SUMMARY OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval for an infill development with reduction to average lot width and side yard setback for a proposed use of a quadraplex in an A-3 (Apartment) zone district.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the special permit for infill development with reduction to lot width and side yard setback in the A-3 (Apartment) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

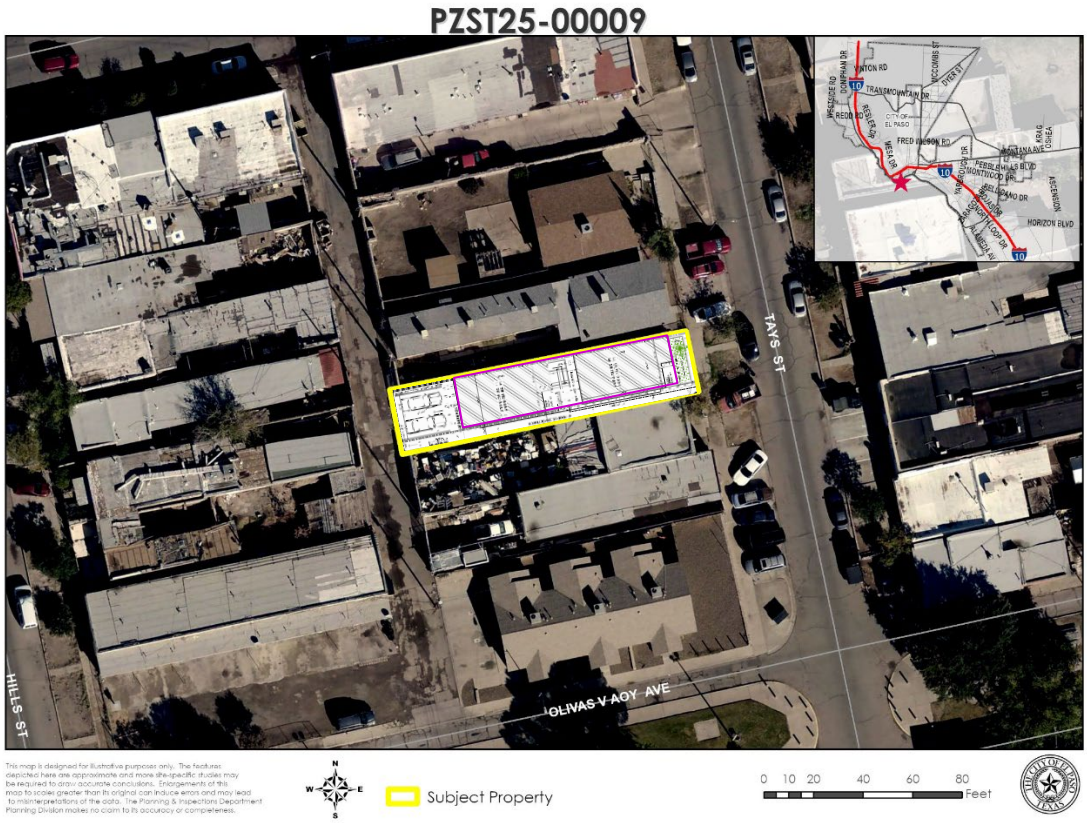


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant requests review and approval of a Special Permit and Detailed Site Development Plan for Infill Development within the A-3 (Apartment) zoning district. The request includes a reduction to the average lot width and the required side yard setback in order to allow for the construction of a quadraplex. The subject property is currently developed with a single-family dwelling, which is proposed to be demolished. The Detailed Site Development Plan illustrates a proposed two-story building with a maximum height of twenty-six feet, four inches (26'-4"), consisting of four (4) dwelling units and totaling 3,017 square feet of gross floor area. The applicant is requesting the following reductions:

A-3 (Apartment) Zone District – Quadraplex		
Density/Dimensional Standard	**Required**	**Proposed**
Lot Area (min.)	4,000 sq. ft. *	3,000 sq. ft.
Lot Width (average min.)	**50'**	**25'**
Lot Depth (min.)	80'	120'
Front Yard Setback (min.)	Min. 6.8'; Max. 9.2'**	7'
Rear Yard Setback (min.)	20'	No Change
Side Yard Setback (min.)	**4'**	**0'**

* There shall be no minimum area requirement for lots within an infill development (20.10.280.I)
**Average required per Infill Development guidelines (±15% deviation)
Note: bold indicated requested reductions

Pursuant to Senate Bill 840, applicable parking requirements are one (1) space per dwelling unit for multifamily developments. Additionally, infill development automatically allows a 50% parking reduction. The applicant is proposing two (2) parking spaces, representing a 50% reduction from the four (4) spaces otherwise required. The Detailed Site Development Plan complies with all applicable standards of the El Paso City Code. Pedestrian access will be provided from Tays Street, and vehicular access will be provided through the alleyway connecting Seventh Avenue and Olivas V. Aoy Avenue.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Criteria	**Does the Request Comply?**
Location Criteria: 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 located within the Downtown Plan Area and was annexed prior to 1955, thereby satisfying Mandatory Requirement 20.10.280.B.2 of the El Paso City Code.
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.	Yes. The subject property has access through an alleyway located at the rear. The principal building will screen the proposed parking from public view, ensuring compliance with the applicable requirement.
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 proposed development orients the building toward Tays Street, providing pedestrian access along the same frontage. The main entrance to the principal building will be accessed directly from the sidewalk on Tays Street.
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 properties along the block have an average front setback of eight feet (8'), which is consistent with the deviation proposed.
Selective Design Requirement 2.2: The percentage of gross floor area divided by the total lot area for infill development project shall be no less than eighty percent.	Yes. The proposed development provides a gross floor area that is at least 80% of the total lot area.

Selective Design Requirement 2.5: The total width of the primary structure shall be greater than or equal to 80% of the total lot width along the main street. For the purposes of this calculation, any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The proposed development provides a primary structure with a total width of 80% of the lot's width along the main street frontage.
Selective Design Requirement 2.6: The project shall demonstrate compliance with one of the architectural styles defined in the Community Design Manual of Plan El Paso.	Yes. The proposed development complies with the architectural component requirements outlined in the Community Design Manual of *Plan El Paso*. The two-story structure will be constructed in Pueblo Style and will include the required features.

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 extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. Aside from the requested reduction, the detailed site development plan complies with all applicable standards of the El Paso City Code.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request is consistent with the recommendations of *Plan El Paso* and the G-2, Traditional Neighborhood (Walkable) Future Land Use designation. The proposed development will integrate with the surrounding buildings and uses, while providing access from both the front and rear.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Tays Street, classified as a local street on the City of El Paso's Major Thoroughfare Plan (MTP). The existing infrastructure is adequate to support the proposed use.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No adverse impacts are anticipated from the approval of the proposed special permit and detailed site development plan.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. The subject property does not involve greenfield areas, environmentally sensitive land, or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. Based on the zoning and proposed use, landscaping is not required. However, the proposed development will provide screening where required.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed use and building configuration are compatible with the surrounding properties in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development is comparable in intensity and scale to the surrounding area and is not expected to create socioeconomic or physical impacts on neighboring 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:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:	Yes. The proposed development meets the intent of the G-2, Traditional Neighborhood (Walkable) Future Land Use designation. The proposed development will integrate with nearby single-family and multi-family

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:	
G-2, Traditional Neighborhood: This sector includes the remainder of Central El Paso as it existing 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 the Comprehensive Plan.	dwellings, incorporate existing pedestrian access from Tays Street, and provide vehicular access through the alleyway. The principal building will be connected to a fronting sidewalk, with parking areas screened from public view.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **A-3 (Apartment) District:** The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. The subject property is zoned A-3 (Apartment) and is located within an area characterized by a mix of housing types. Permissible uses in the A-3 district range from single-family dwellings to apartment complexes of five or more units. The proposed development, a quadraplex, will contribute to residential density in the area by introducing a housing type not previously available.
THE PROPOSED PROJECT'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 located within the Segundo Barrio Historic District. However, this federal designation does not affect the request and does not require additional review or approval.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the request.	The proposed development is not expected to result in any adverse impacts on the surrounding community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield areas, environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable, with no rezoning in the area within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The existing zoning will remain unchanged. However, because the property is located in one of the oldest areas of the City, the lot width and side setback does not conform to the current requirements of the A-3 (Apartment) zoning district, thereby necessitating a reduction.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property fronts Tays Street, which is designated as a local street in the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate to support the proposed development. Pedestrian access is provided through an existing six-foot (6') sidewalk along Tays Street, while vehicular access is proposed through a rear alleyway connecting Seventh Avenue and Olivas V. Aoy Avenue. Public transit is readily accessible, with four (4) bus stops located within a five-minute walking distance

(0.25 miles) of the property. The nearest bus stop is approximately 0.03 miles away, at the southwest corner of Seventh Avenue and Tays Street.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property is located within the boundaries of the El Paso Central Business Association, Sunrise Civic Group, and Southside Neighborhood Association, all of which were notified of the special permit application. Notices were mailed to property owners within 300 feet of the subject property on September 12, 2025. As of September 18, 2025, the planning division has not received any communications in support or opposition to the special permit request.

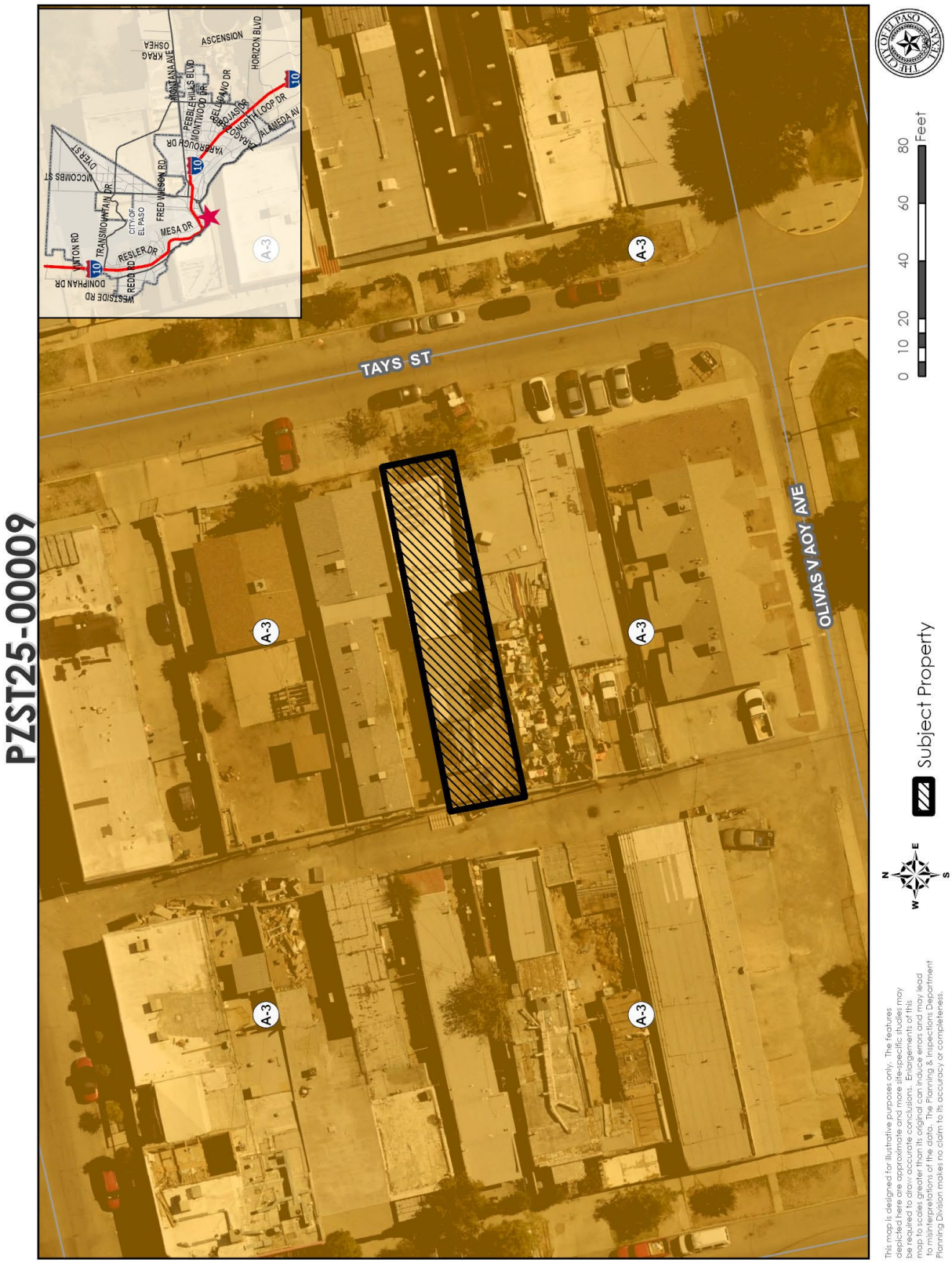
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the 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.

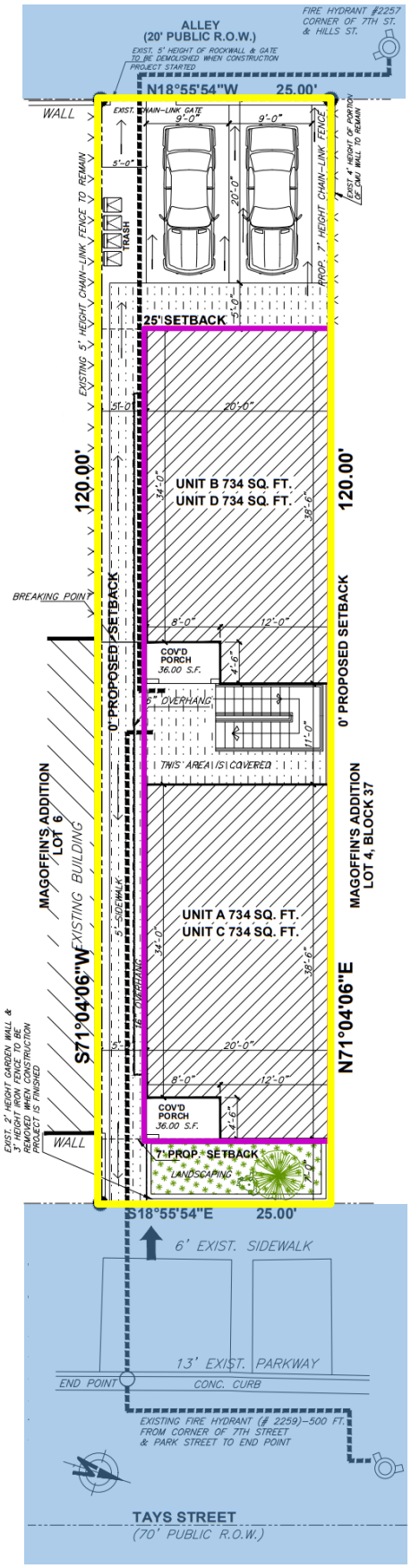
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development Plan
3. Elevations
4. Department Comments
5. Neighborhood Notification Boundary Map

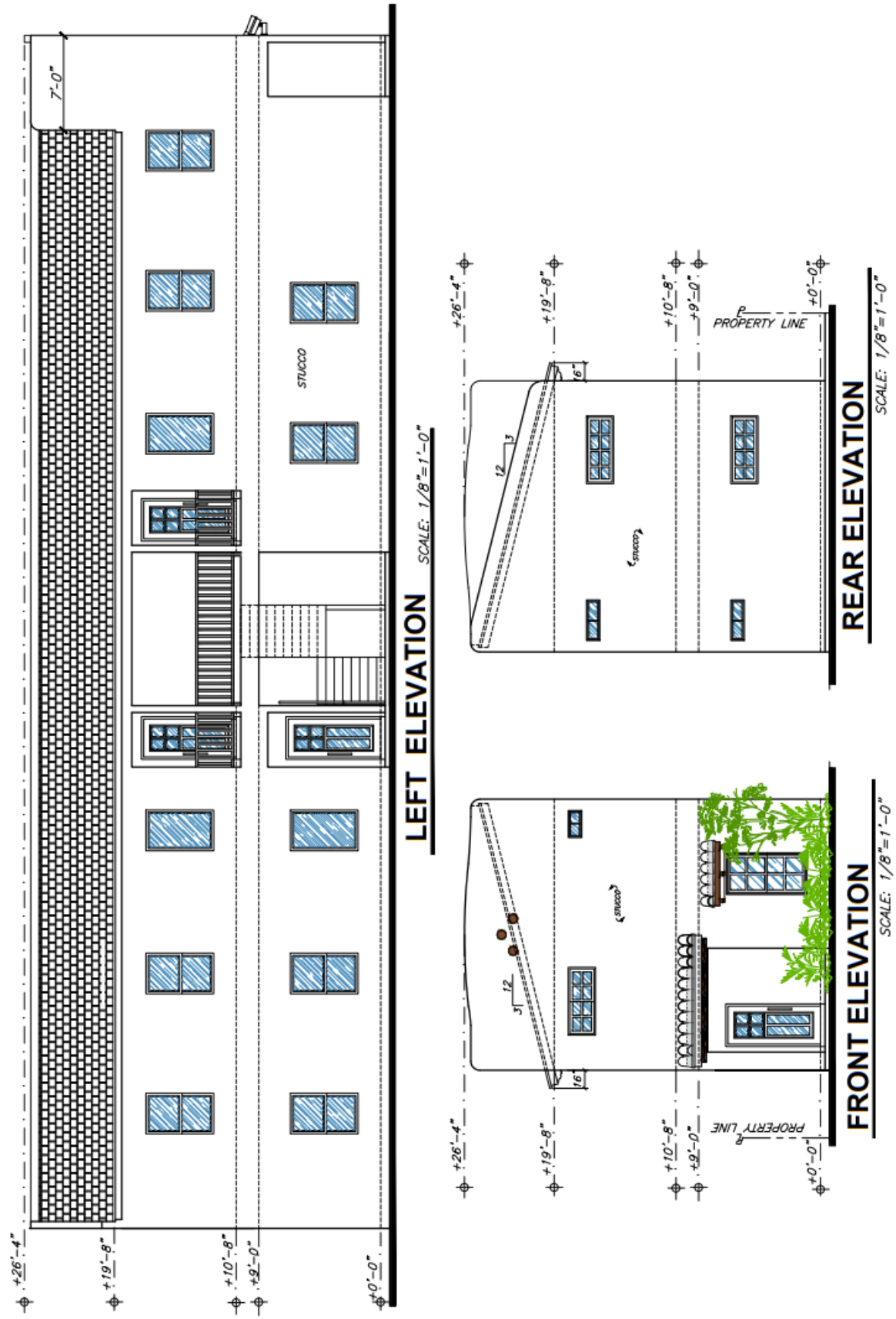
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL** of the special permit for infill development with reduction to lot width and side yard setback in the A-3 (Apartment) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division
No comments or objections.

Planning and Inspections Department – Land Development
No objections to proposed special permit.

Fire Department
No adverse comments.

Police Department
No comments provided.

Environment Services
No comments provided.

Streets and Maintenance Department
Traffic and Transportation Engineering:
No objections to application. Parking reduction study approved.

Street Lights Department:
Does not object to this request.

For this development a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval

Sun Metro
No comments provided.

El Paso Water

EPWater does not object to this request.

EPWU-PSB Comments

There is an existing 4-inch diameter water main extending along the alley that is between Seventh Ave. and East Olivas Villegas Aoy Ave., that is available to provide service. The water main is located approximately 6 feet west of the western property line.

There is an existing 12-inch diameter water main extending along Tays St. that is available to provide service. The water main is located approximately 18 feet west of the eastern right-of-way line.

Previous water pressure reading from fire hydrant #02257, located in the northwest corner of Seventh Ave. and Hills St., yielded a static pressure of 92 psi, a residual pressure of 84 psi, and a flow discharge of 750 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.

EPWater records indicate an active 3/4-inch water meter serving the subject property. The service address for this meter is 911 Tays St.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main extending along the alley that is between Seventh Ave. and East Olivas Villegas Aoy Ave., that is available to provide service, the sewer main is located approximately 10 feet west of the western property line.

General

EPWater requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, 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.

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District

No comments or concerns regarding this zoning.

Texas Department of Transportation

No comments provided.

El Paso County Water Improvement District #1

No comments provided.

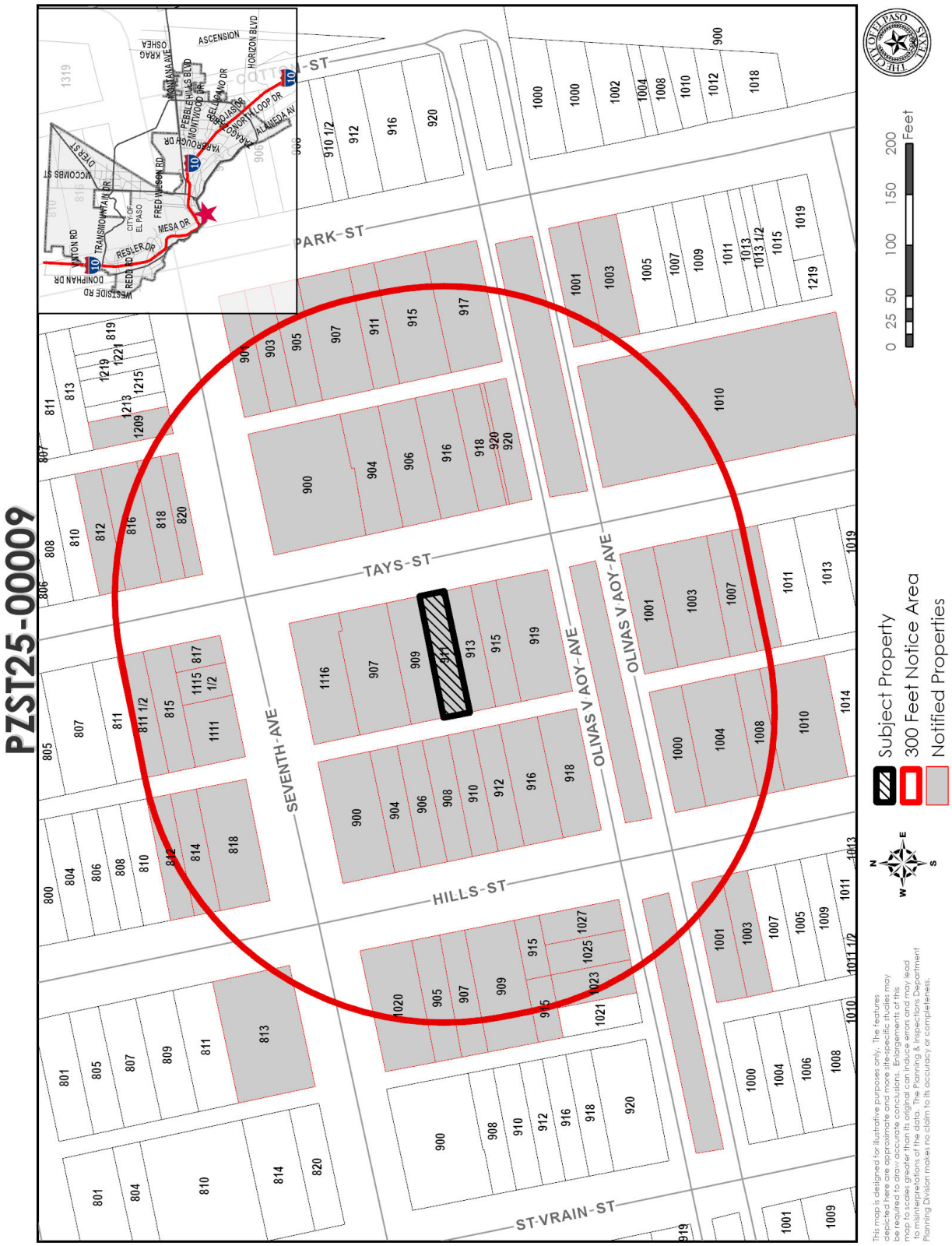
Texas Gas Services

Texas Gas Service has a service line at 911 Tays St.

El Paso Electric

No adverse comments for 911 Tays St.

ATTACHMENT 5



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	H&N PROPERTY HOLDINGS LLC
Business Name	H&N PROPERTY HOLDINGS LLC
Agenda Item Type	N/A
Relevant Department	N/A

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Luis F. Herrera Digitally signed by Luis F. Herrera Date: 2025.07.29 12:52:31 -06'00' Date: _____

ITEM 27

911 Tays

Special Permit

PZST25-00009

Strategic Goal 3.

Promote the Visual Image of El Paso

PZST25-00009

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.

N W E S

Subject Property

0 10 20 40 60 80 Feet

Aerial

PZST25-00009

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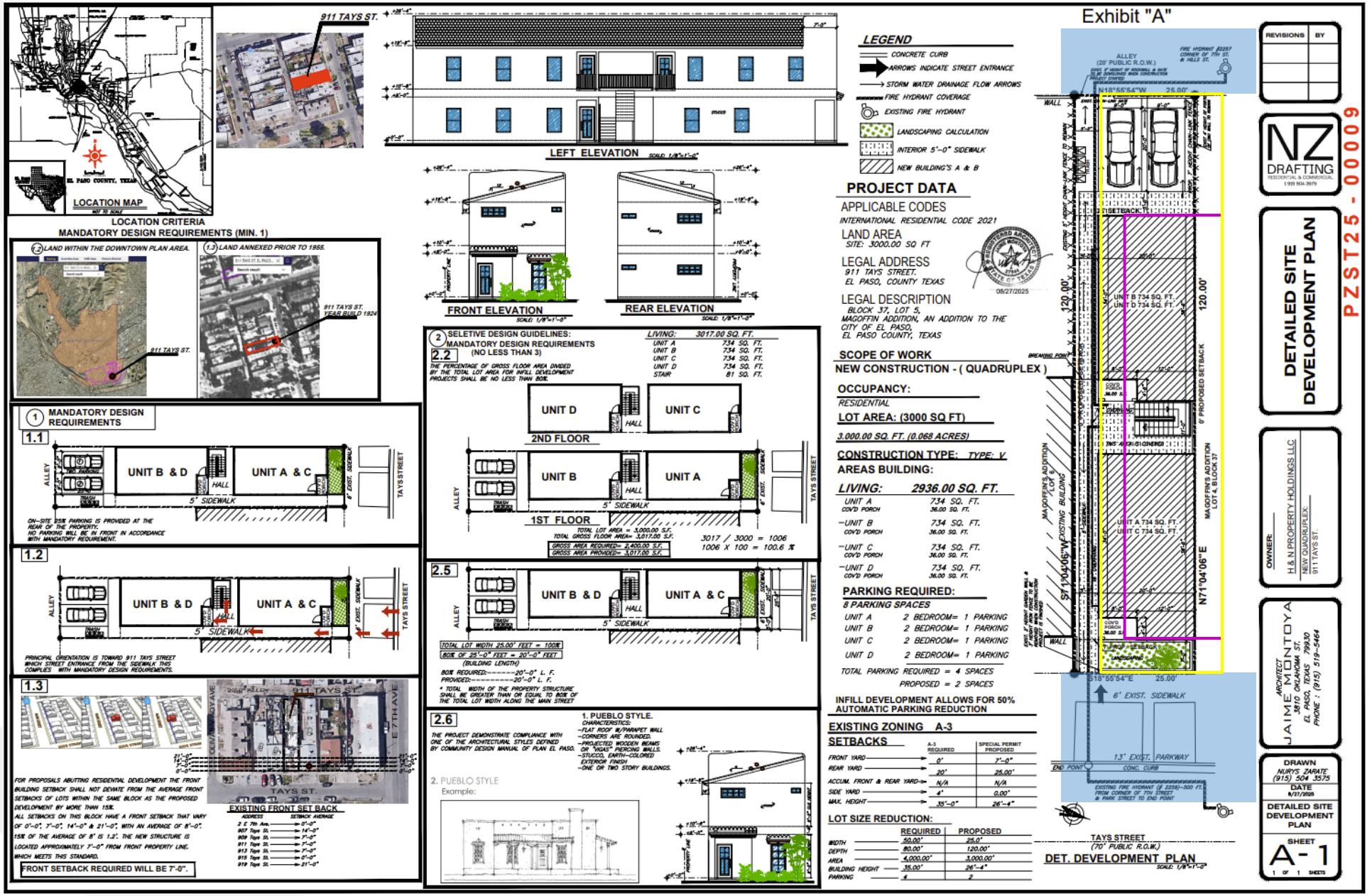
N W E S

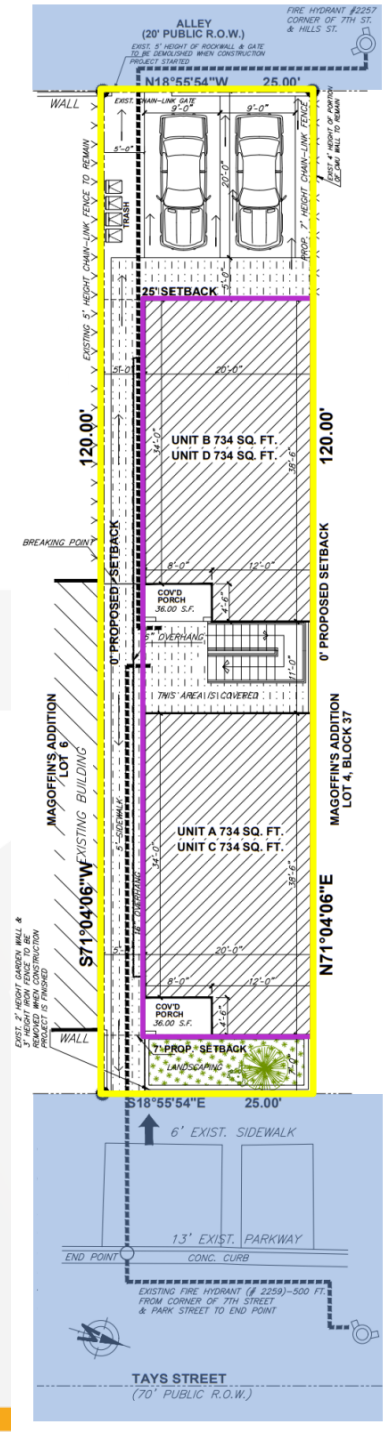
Subject Property

0 10 20 40 60 80 Feet

Existing Zoning



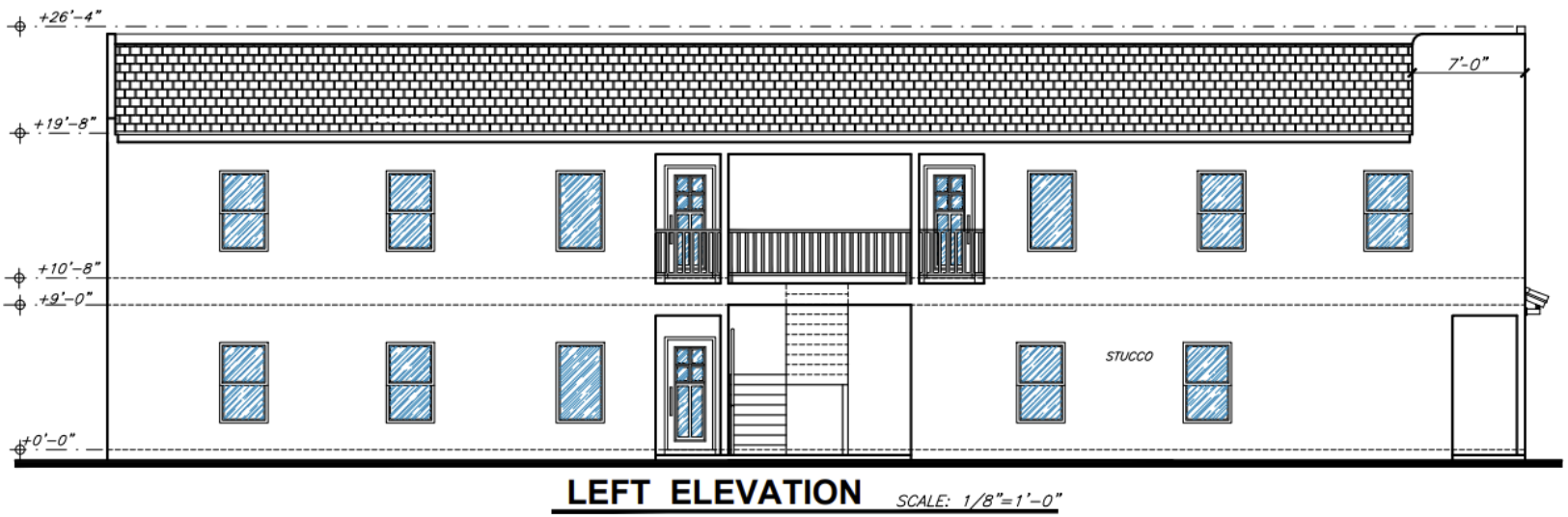
Detailed Site Plan



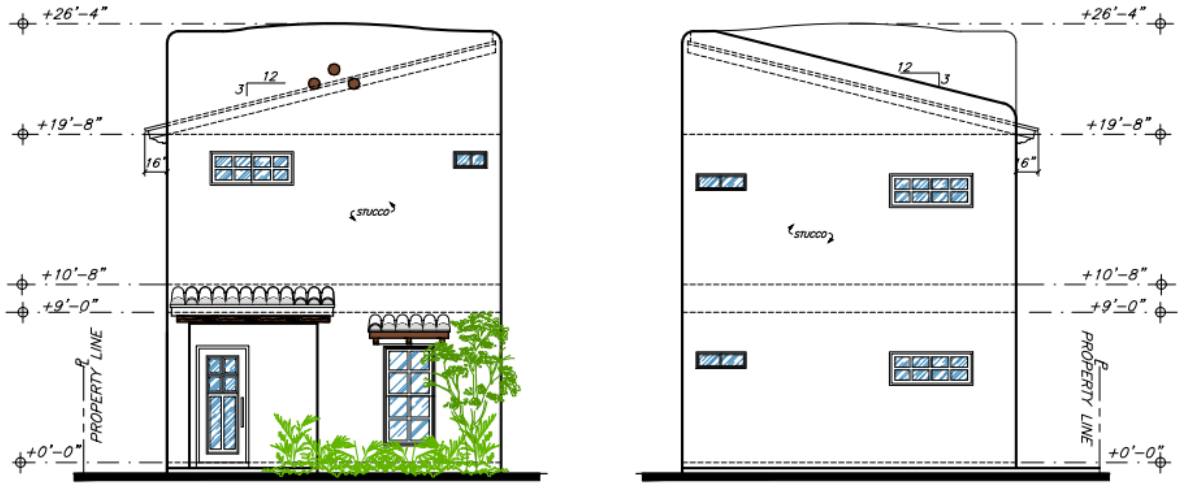
A-3 (Apartment) Zone District – Quadraplex		
Density/Dimensional Standard	**Required**	**Proposed**
Lot Area (min.)	4,000 sq. ft. *	3,000 sq. ft.
Lot Width (average min.)	**50'**	**25'**
Lot Depth (min.)	80'	120'
Front Yard Setback (min.)	Min. 6.8'; Max. 9.2'**	7'
Rear Yard Setback (min.)	20'	No Change
Side Yard Setback (min.)	**4'**	**0'**

* There shall be no minimum area requirement for lots within an infill development (20.10.280.I)
**Average required per Infill Development guidelines (±15% deviation)
Note: bold indicated requested reductions

Detailed Site Plan



LEFT ELEVATION SCALE: 1/8"=1'-0"



FRONT ELEVATION SCALE: 1/8"=1'-0"

REAR ELEVATION SCALE: 1/8"=1'-0"

Elevations

Max Height: 26'-4"

PZST25-00009

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Aerial with Site Plan

Subject Property

Surrounding Development

N

W

S

E

Public Input

- Applicant notified the El Paso Central Business Association, Sunrise Civic Group, and Southside Neighborhood Association.
- Notices were mailed to property owners within 300 feet on September 12, 2025.
- The Planning Division has not received any communications in support or opposition to the request.

PZST25-00009

The map is designed for illustrative purposes only. The features depicted herein are approximate and more site-specific studies may be required to make accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

Subject Property
300 Feet Notice Area
Notified Properties

0 25 50 100 150 200 Feet

Notice Map

53 Notices
65 Properties

Recommendation

Staff and CPC (6-0) recommended **approval** of the special permit and detailed site plan request.

Mission

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

Vision

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

Values

Integrity, Respect, Excellence, Accountability, People

File #: 25-1370, **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, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the property described as Lot 7 and Lot 8, Block 10, Eastwood Section 1, 7804 and 7808 Bois D' Arc Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a medical office as permitted in the S-D (Special Development) zone district. 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: 7804 and 7808 Bois D' Arc Drive
Applicant: Adaeze A. Onuoha, PZRZ24-00026

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 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 the property described as Lot 7 and Lot 8, Block 10, Eastwood Section 1, 7804 and 7808 Bois D' Arc Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a medical office as permitted in the S-D (Special Development) zone district. 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: 7804 and 7808 Bois D' Arc Drive
Applicant: Adaeze A. Onuoha, PZRZ24-00026

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-3 (Residential) to S-D (Special Development) and approval of a detailed site development plan to allow for a medical office. City Plan Commission recommended 6-0 to approve the proposed rezoning and detailed site development plan on September 11, 2025. As of November 18, 2025, the Planning Division has not received any communication in support or opposition to the rezoning and detailed site development plan approval request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etive

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS LOT 7 AND LOT 8, BLOCK 10, EASTWOOD SECTION 1, 7804 AND 7808 BOIS D' ARC DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO S-D (SPECIAL DEVELOPMENT), PURSUANT TO SECTION 20.04.360, AND APPROVING A DETAILED SITE DEVELOPMENT PLAN PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR A MEDICAL OFFICE AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Adaeze A. Onuoha, (Owner) has applied for a rezoning of property from **R- 3 (Residential)** to **S-D (Special Development)** per Section 20.04.360 of the El Paso City Code; and,

WHEREAS, Owner has also applied for approval of a detailed site development plan pursuant to Sections 20.04.150 and 20.10.360 of the El Paso City Code for a medical office, which requires approval from both City Plan Commission and City Council; and,

WHEREAS, a public hearing was held for the rezoning and detailed site plan requests at a City Plan Commission meeting; and,

WHEREAS, City Plan Commission has recommended approval of the subject rezoning and detailed site development plan; and,

WHEREAS, the rezoning and detailed site development plan 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 the El Paso City Code.

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

1. Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Lot 7 and Lot 8, Block 10, Eastwood Section 1, 7804 and 7808 Bois D Arc Drive, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A",* be changed from **R-3 (Residential)** to **S-D (Special Development),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

2. Pursuant to the requirements of the El Paso City Code, the City Council hereby approves the detailed site development plan submitted by the Owner, to allow a medical office as permitted under the S-D (Special Development) district regulations of 20.04.150 and 20.10.360.

3. A copy of the approved detailed site development plan, signed by the Owner, the City Manager, and the Secretary of the City Plan Commission, is attached hereto, as Exhibit "B" and incorporated herein by reference for all purposes.

4. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the **S-D (Special Development)** District regulations.

5. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the **S-D (Special Development)** district. 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.

6. The approval of this detailed site development plan shall automatically be void if construction on the property is not started in accordance with the attached plan Exhibit "B" within four (4) years from the date hereof.

7. The penalties for violating the standards imposed through this ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____ **Zoning Case No: PZRZ24-00026**

AGREEMENT

By execution hereof, **Adaeze A. Onuoha** ("Owner"), referred to in the above Ordinance, hereby agrees 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 **S-D (Special Development)** District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 15th day of October, 2025.

OWNER: Adaeze A. Onuoha

By: _____

Adaeze Anyanwututu Onuoha, MD.
(Print name & Title) owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
CO UNTY OF EL PASO)

This instrument is acknowledged before me on this 15th day of October, 2025, by Adaeze A. Onuoha, in her legal capacity on behalf of **Adaeze A. Onuoha.**

_____
Notary Public, State of Texas

My Commission Expires:

June 24, 2029

ADRIANA QUIROZ VARGAS
Notary ID #133176604
My Commission Expires
June 24, 2029

ORDINANCE NO. _____ **Zoning Case No: PZRZ24-00026**

Exhibit "A"

Lots 7 and 8, Block 10,
Eastwood Section 1
City of El Paso, El Paso County, Texas

October 26, 2023

METES AND BOUNDS DESCRIPTION

7804-7808 Bois D' Arc Drive
Exhibit "A"

FIELD NOTE DESCRIPTION of Lots 7 and 8, Block 10, Eastwood Section 1, an Addition to the City of El Paso, El Paso County, Texas, according to the Plat or Map thereof recorded in Volume 14, Page 16, Official Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a 1/2" rebar found at the southerly right-of-way line of Bois D' Arc Drive (55' R.O.W.), marking the northwest corner of Lot 4 and northeast corner of Lot 5 od said Block 10, Eastwood Section 1, **THENCE,** along said southerly right-of-way line, 123.25 feet along the arc of a curve to the right which has a central angle of 12°22'03", a radius of 571.00 feet and a chord which bears North 52°23'01" West, a distance of 123.01 feet to the northeast corner of Lot 7, Block 10 and the **POINT OF BEGINNING** of the herein described parcel;

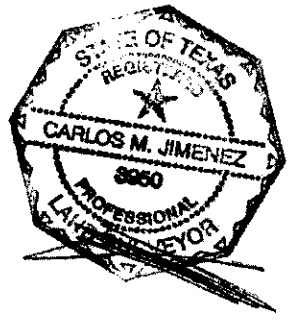
THENCE, leaving said southerly right-of-way line of Bois D' Arc Drive, South 43°48'00" West, a distance of 150.00 feet to a point for corner;

THENCE, North 43°06'00" West, a distance of 77.78 feet to a point for corner;

THENCE, North 31°12'00" West, a distance of 221.37 feet to a point for corner;

THENCE, South 77°07'00" West, a distance of 197.77 feet to a point for corner at the southerly right-of-way line of said Bois D' Arc Drive;

THENCE, along said southerly right-of-way, 122.77 feet along the arc of a curve to the left which has a central angle of 12°19'07", a radius of 571.00 feet and a chord which bears South 40°02'26" East a distance of 122.53 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 30,667.63 square feet or 0.7040 Acres of land more or less.



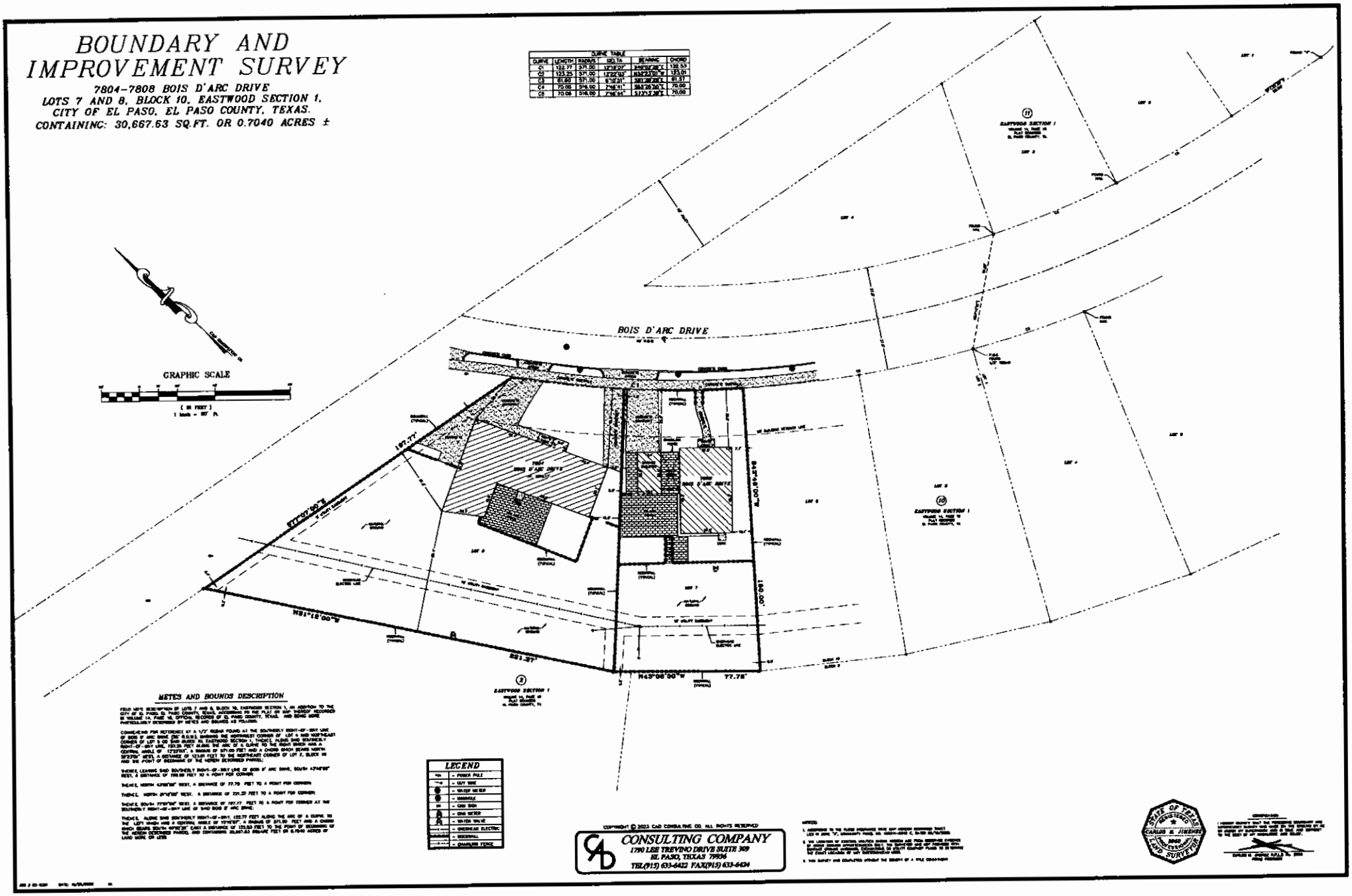
Carlos M. Jimenez
Registered Professional Land Surveyor
Texas No. 3950

CAD CONSULTING COMPANY.
1790 Lee Trevino Suite # 309
El Paso, Texas 79936
(915) 633-6422

EXHIBIT "A"

BOUNDARY AND IMPROVEMENT SURVEY

7804-7808 BOIS D'ARC DRIVE
LOTS 7 AND 8, BLOCK 10, EASTWOOD SECTION 1,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING: 30,667.63 SQ.FT. OR 0.7040 ACRES ±



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	133.77	371.00	12°51'07"	S70°52'34"E	133.13
C2	133.25	371.00	12°47'42"	S83°28'00"E	133.00
C3	61.60	371.00	9°30'51"	S81°38'26"E	61.57
C4	70.05	316.00	7°48'41"	S6°52'20"E	70.00
C5	70.08	316.00	7°48'44"	S77°01'39"E	70.00

METES AND BOUNDS DESCRIPTION

FIELD NOTE DESCRIPTION OF LOTS 7 AND 8, BLOCK 10, EASTWOOD SECTION 1, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN VOLUME 14, PAGE 18, OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE AT A 1/2" REBAR FOUND AT THE SOUTHERLY RIGHT-OF-WAY LINE OF BOIS D' ARC DRIVE (80' R.O.W.), MARKING THE NORTHWEST CORNER OF LOT 6 AND NORTHEAST CORNER OF LOT 5 OF SAID BLOCK 10, EASTWOOD SECTION 1; THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 133.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°28'00", A RADIUS OF 371.00 FEET AND A CHORD WHICH BEARS NORTH 36°33'00" WEST, A DISTANCE OF 133.91 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK 10 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF BOIS D' ARC DRIVE, SOUTH 43°48'00" WEST, A DISTANCE OF 156.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 43°08'00" WEST, A DISTANCE OF 77.78 FEET TO A POINT FOR CORNER;

THENCE, NORTH 37°47'00" WEST, A DISTANCE OF 231.27 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 77°07'00" WEST, A DISTANCE OF 197.77 FEET TO A POINT FOR CORNER AT THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID BOIS D' ARC DRIVE;

THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, 133.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING AND A CENTRAL ANGLE OF 12°51'07", A RADIUS OF 371.00 FEET AND A CHORD WHICH BEARS SOUTH 70°52'34" EAST A DISTANCE OF 133.13 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL, AND CONTAINING 30,667.63 SQUARE FEET OR 0.7040 ACRES OF LAND MORE OR LESS.

LEGEND

○	- POWER POLE
⊢◁	- GUY WIRE
⊕	- WATER METER
⊕	- MANHOLE
⊠	- GAS VALVE
⊠	- GAS METER
⊠	- WATER VALVE
OHE	- OVERHEAD ELECTRIC
	- MASONRY WALL
	- CHAIN LINK FENCE

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CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

NOTES:

1. ABSTRACTOR TO THE PLACE APPEARANCE AND ANY ADDITIONAL EASEMENTS SHOWN HEREON.
2. THE LOCATIONS OF EXISTING UTILITIES SHOWN HEREON ARE FROM APPARENT EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. NO SUBTERRANEAN UTILITIES WERE LOCATED AS PART OF THIS SURVEY. CONTRACTOR TO BE RESPONSIBLE FOR ANY DAMAGE INCURRED BY ANY SUBTERRANEAN UTILITIES.
3. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

STATE OF TEXAS REGISTERED CARLOS M. JIMENEZ 5600 LAND SURVEYOR

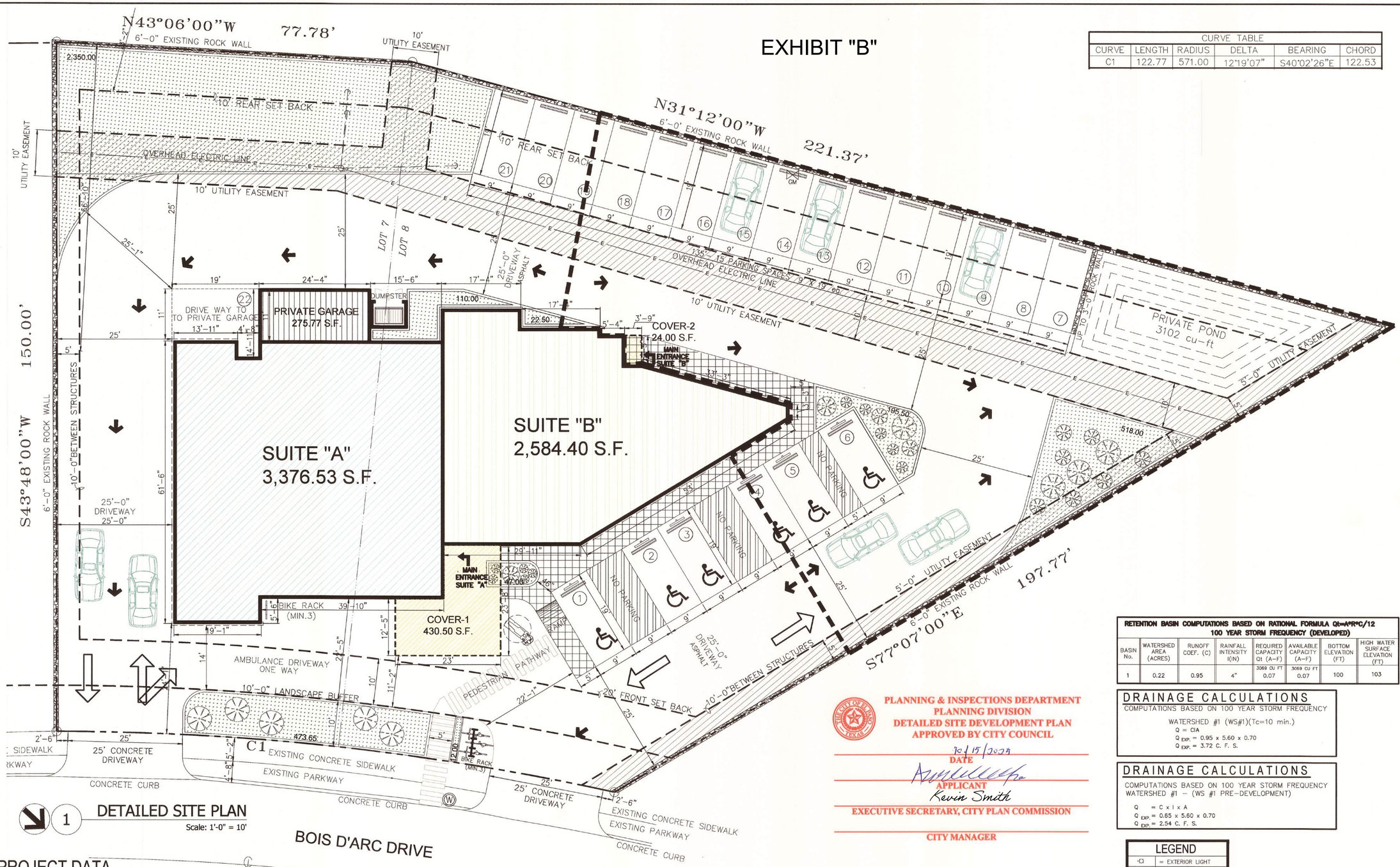
CERTIFICATION:

I HEREBY NOTIFY THAT THE IMPROVEMENTS APPARENT ON THE GROUND ARE WITHIN THE BOUNDARIES OF THE PROPERTY AS DESCRIBED BY THE METES AND BOUNDS, EXCEPT AS SHOWN.

CARLOS M. JIMENEZ R.P.L.S. NO. 5600

EXHIBIT "B"

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	122.77	571.00	12°19'07"	S40°02'26"E	122.53



1 **DETAILED SITE PLAN**
Scale: 1'-0" = 10'

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

10/15/2025
DATE

APPLICANT
Kevin Smith

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

PROJECT DATA

APPLICABLE CODES
INTERNATIONAL BUILDING CODE 2021
FIRE BUILDING CODE 2021

SCOPE OF WORK
NEW MEDICAL OFFICE

LEGAL ADDRESS
7804–7808 BOIS D'ARC DR.
EL PASO, TEXAS 79925

LEGAL DESCRIPTION
LOT 7 AND LOT 8, BLOCK 10, EASTWOOD SECTION1,CITY OF EL PASO, EL PASO COUNTY, TEXAS.

LAND AREA
TOTAL AREA = 30,667.63 S.F.
ACRES AREA = 0.70

LOT NOTES:
LOTS 7 & 8 ARE TO BE COMBINED.

SCOPE OF WORK
NEW LAND DEVELOPMENT

ZONING
MEDICAL OFFICE
CLASSIFICATION:
ZONING: SD

OCCUPANCY
MEDICAL OFFICE
OUTPATIENT AREAS 100 GROSS
6,236.70 /150= 41.57= 42
42 PEOPLE

BUILDING AREA: TOTAL = 6,236.70 S.F.

SPACE	AREA S.F.
MEDICAL OFFICE–1	3,376.53 S.F.
MEDICAL OFFICE–2	2,584.40 S.F.
GARAGE PARKING (PRIVATE)	275.77 S.F.
COVER –1	430.50 S.F.
COVER –2	24.00 S.F.

ZONING

SET BACKS	PROVIDED R–3	REQUIRED S–D
FRONT YARD	20'–0"	20'–0"
REAR YARD	20'–0"	10'–0"
CUM. FRONT & REAR YARD	50'–0"	N/A
SIDE YARD	5'–0"	10'–0"BETWEEN STRUCTURES
SIDE STREET	10'–0"	10'–0"
MAXIMUM HEIGHT	35'–0"	35'–0"

LANDSCAPING CALCULATION
LOT AREA = 30,667.63 S.F.
BUILDING AREA = 6,236.70 S.F.
30,667.63 – 6,236.70 = 24,430.93 S.F.
24,430.93 X 15% = 3,664.63 S.F.
REQUIRED = 3,664.63 Sq.Ft.
PROVIDED = 3,728.65 Sq.Ft.

AREA #1	473.65	Sq.Ft.
AREA #2	12.00	Sq.Ft.
AREA #3	47.00	Sq.Ft.
AREA #4	195.50	Sq.Ft.
AREA #5	22.50	Sq.Ft.
AREA #6	110.00	Sq.Ft.
AREA #7	2,350.00	Sq.Ft.
AREA #8	518.00	Sq.Ft.
TOTAL AREA	3,728.65	Sq.Ft.

POND AREA = 3102 cu–ft

PARKING CALCULATION
MIN.=1/288 SF GFA MEDICAL OFFICE
MAX.=1/200 SF GFA MEDICAL OFFICE
MIN.=$\frac{6,236.70}{288}$ (5,960.93)
MIN.= 20.69 = 21 MIN. PARKING SPACES
21 MIN. PARKING SPACES
MAX.=$\frac{6,236.70}{200}$ (5,960.93)
MAX.= 29.80 = 30 MAX. PARKING SPACES
30 MAX. PARKING SPACES REQUIRED
REGULAR = 15 PARKING SPACES
PRIVATE = 1 PARKING SPACES (SUITE"A")
6 H.C. PARKING SPACE
TOTAL PROVIDED = 22 PARKING SPACES
PARKING TREES REQUIRED
22–21=1/5=0.2
– PARKING TREES

BICYCLE PARKING
3 MIN. SPACES REQUIRED

FIRE PROTECTION
NO PROTECTION WITH SPRINKLER
NOT REQUIRED AUTOMATIC
SPRINKLER SYSTEM

FIRE HYDRANT / ACCESSIBLE ROUTE PLAN
EXISTING FIRE HYDRANT
LOCATED AT INTERSECTION OF CANDLEWOOD ST. AND BOIS D'ARC DR.
HYDRANT #00438

RETENTION BASIN COMPUTATIONS BASED ON RATIONAL FORMULA Qt=A*R*C/12
100 YEAR STORM FREQUENCY (DEVELOPED)

BASIN No.	WATERSHED AREA (ACRES)	RUNOFF COEF. (C)	RAINFALL INTENSITY I(IN)	REQUIRED CAPACITY Qt (A–F)	AVAILABLE CAPACITY (A–F)	BOTTOM ELEVATION (FT)	HIGH WATER SURFACE ELEVATION (FT)
1	0.22	0.95	4"	3069 CU FT 0.07	3069 CU FT 0.07	100	103

DRAINAGE CALCULATIONS
COMPUTATIONS BASED ON 100 YEAR STORM FREQUENCY
WATERSHED #1 (WS#1)(Tc=10 min.)
Q = CIA
$Q_{EXP.}$ = 0.95 x 5.60 x 0.70
$Q_{EXP.}$ = 3.72 C. F. S.

DRAINAGE CALCULATIONS
COMPUTATIONS BASED ON 100 YEAR STORM FREQUENCY
WATERSHED #1 – (WS #1 PRE–DEVELOPMENT)
Q = C x I x A
$Q_{EXP.}$ = 0.65 x 5.60 x 0.70
$Q_{EXP.}$ = 2.54 C. F. S.

LEGEND

☼	= EXTERIOR LIGHT
TC	= TOP OF HEADER
NG	= NATURAL GROUND
CL	= PAVEMENT
G	= GUTTER
BS	= TOP OF CURVE
RW	= ROCKWALL
CONC	= CONCRETE
	= POWER POLE
	= GUY WIRE
W	= WATER METER
M	= MANHOLE
	= GAS SIGN
	= GAS METER
	= WATER VALVE
E	= OVERHEAD ELECTRIC
	= ROCKWALL
	= CHAINLINK FENCE

LEGEND
- ACCESSIBLE ROUTE
- EXISTING PRIVATE FIRE HYDRANT
- PRIVATE FIRE HYDRANT
- ARROWS INDICATE STREET ENTRANCE & INTERIOR DRIVEWAY
- ARROWS INDICATE BLDG. ENTRANCE
- ARROWS INDICATE STORM WATER DRAINAGE FLOW
- CONCRETE SLAB (DRIVEWAY)
- LANDSCAPING
- SIDEWALK

COMPLETE DESIGN & DRAFTING Inc.
810 TEXAS AVENUE
EL PASO, TEXAS 79901
PH. 915-777-3056
PH. 915 701-7643
carlos.cdd@yahoo.com
www.designanddrafting.com

REGISTERED ARCHITECT MICHAEL DUKE WALKER 15230 STATE OF TEXAS
09/25/25

DETAILED SITE DEVELOPMENT PLAN FOR RE-ZONING FOR:

SUN NEURO PA

ADDRESS :7804-7808 BOIS D'ARC DR.
EL PASO , TEXAS 79925

PROJECT
7804–7808 BOIS D'ARC DR.
EL PASO , TEXAS 79925

PROJECT NUMBER	DATE
	MAY 2025

REVISIONS	
07/22/2025	
08/12/2025	
08/22/2025	

SHEET TITLE
DETAILED SITE PLAN

SHEET NUMBER
A1.0
1 OF 3

7804 and 7808 Bois D'Arc

City Plan Commission — September 11, 2025

REZONING

ZONING

CASE NUMBER:	**PZRZ24-00026**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Adaeze A. Onuoha
REPRESENTATIVE:	Vanessa Duran
LOCATION:	7804 and 7808 Bois D'Arc Dr. (District 7)
PROPERTY AREA:	0.71 acres
REQUEST:	Rezone from R-3 (Residential) to S-D (Special Development) and Detailed Site Development Plan approval
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of September 4, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to S-D (Special Development) and approval of a Detailed Site Development Plan to allow for the use of a medical office.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning and Detailed Site Development Plan request. The proposed development meets all the requirements of El Paso City Code Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G-3, Post War Future Land Use Designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

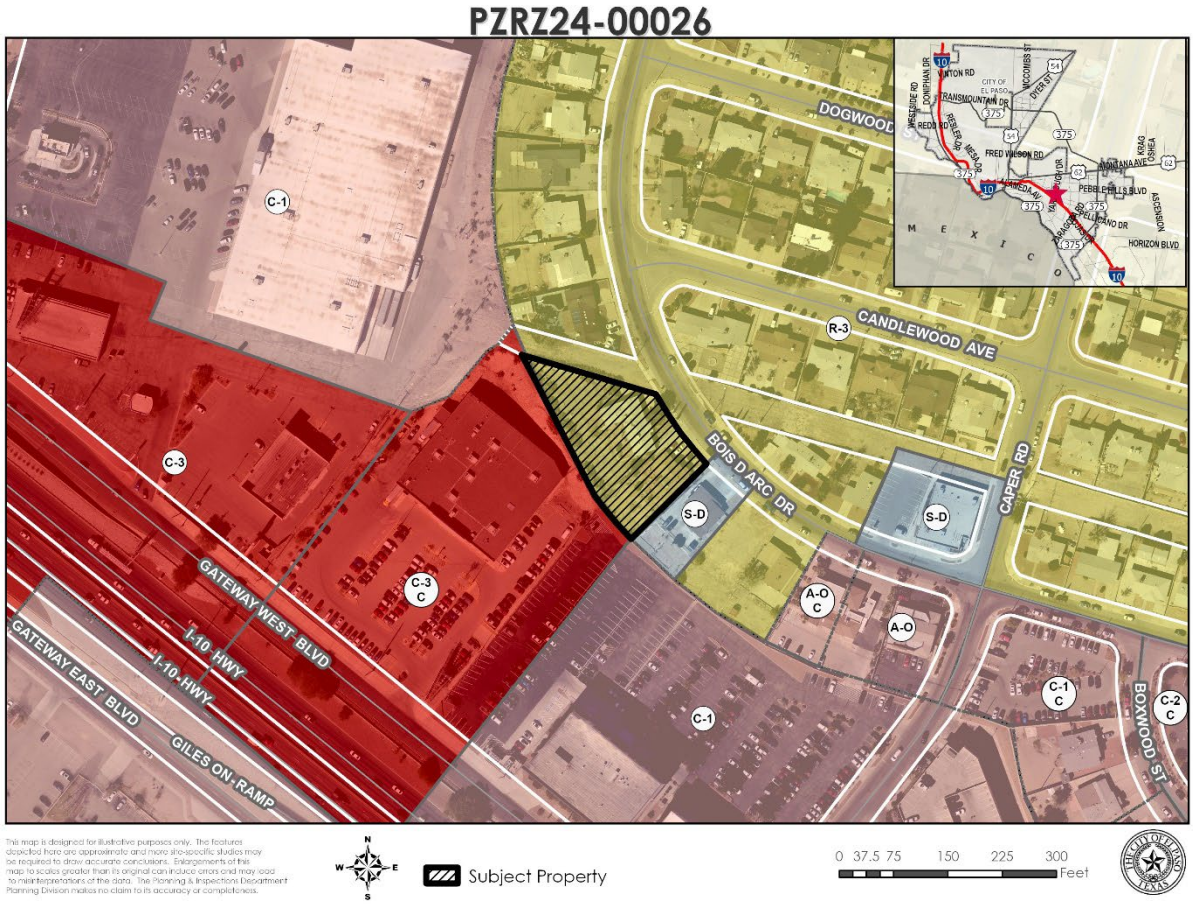


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to S-D (Special Development) and Detailed Site Development Plan approval for the proposed use of a medical office. The subject property is 0.71 acres in size. The Detailed Site Development Plan shows the proposed 6,236 square-foot medical office with a maximum height of seventeen feet (17') as well as landscaping and parking areas. The development will provide twenty-two (22) parking spaces, which includes six (6) accessible spaces, as well as three (3) bicycle spaces. Vehicular and pedestrian access to the subject property is proposed from Bois D'Arc Drive. The Detailed Site Development Plan is being reviewed for conformance to Title 20 of the El Paso City Code and is binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed medical office and S-D (Special Development) district are compatible with adjacent C-3 (Commercial), S-D (Special Development), and R-3 (Residential) zoning district and uses. Properties to the west are zoned C-3 (Commercial) and consist of office warehouses. Properties to the north and east are zoned R-3 (Residential) and consists of single-family homes. Properties to the south are zoned C-1 (Commercial) and S-D (Special Development) and consist of medical offices. The nearest school is Bel Air High School which is 0.38 miles away, and the nearest park is Travis White Park located 0.71 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 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 subject property and the proposed development meet the intent of the G-3, Post-War, Future Land Use Designation of *Plan El Paso.*
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **S-D (Special Development) District:** The purpose of this district is to provide an opportunity for mixed-use projects, integrated in design, in certain older residential areas where there is a desire to permit a variety of nonresidential uses while maintaining the established residential appearance and landscaping of the area. The regulations of this district are designed to ensure compatibility with existing uses in the district; to permit the production, exhibit or sale of goods and the providing of services to the public in such older residential areas; to protect the traffic capacity of streets serving such older residential areas; to encourage flexibility by prescribing general performance standards for such older residential areas; and to protect the environment of adjacent areas. For the purpose of this district, older areas of the city shall be deemed those areas where development has existed for at least twenty-five years.	Yes. The proposed S-D (Special Development) zoning district will provide for the integration of the medical office use with adjacent S-D (Special Development), C-2 (Commercial), A-O (Apartment/Office), and R-3 (Residential) zoning districts in the immediate surrounding areas.

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.	The subject property has access from Bois D'Arc Drive (local street) via Caper Road to Gateway West Boulevard which is classified as a major arterial in the City of El Paso's Major Thoroughfare Plan (MTP). There are other zoning properties with the same proposed zoning that align with the existing uses and character of the area.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The 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.
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.	This area has been in transition during the last 10 years. There are two properties located to the east of the subject property that were rezoned in 2015 and 2019, respectively, from R-3 (Residential) to S-D (Special Development) for medical office uses.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. There are no anticipated disruptions to the neighborhood's character. The proposed use is consistent with the area's existing use pattern, which includes medical offices, single-family homes, and office warehouses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located on Bois D'Arc Drive which is classified as a local street on the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for the proposed development. There is one (1) bus stop within walking distance (0.25 miles) of the subject property located on Caper Road. Sidewalks are currently present abutting the subject property along Bois D'Arc Drive and in the surrounding area.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments.

PUBLIC COMMENT: The subject property does not lie within the boundaries of any recognized neighborhood associations. Public notices were mailed to property owners within 300 feet on August 27, 2025. As of September 4, 2025, the Planning Division has not received any communication in support or opposition to the request.

RELATED APPLICATIONS: None.

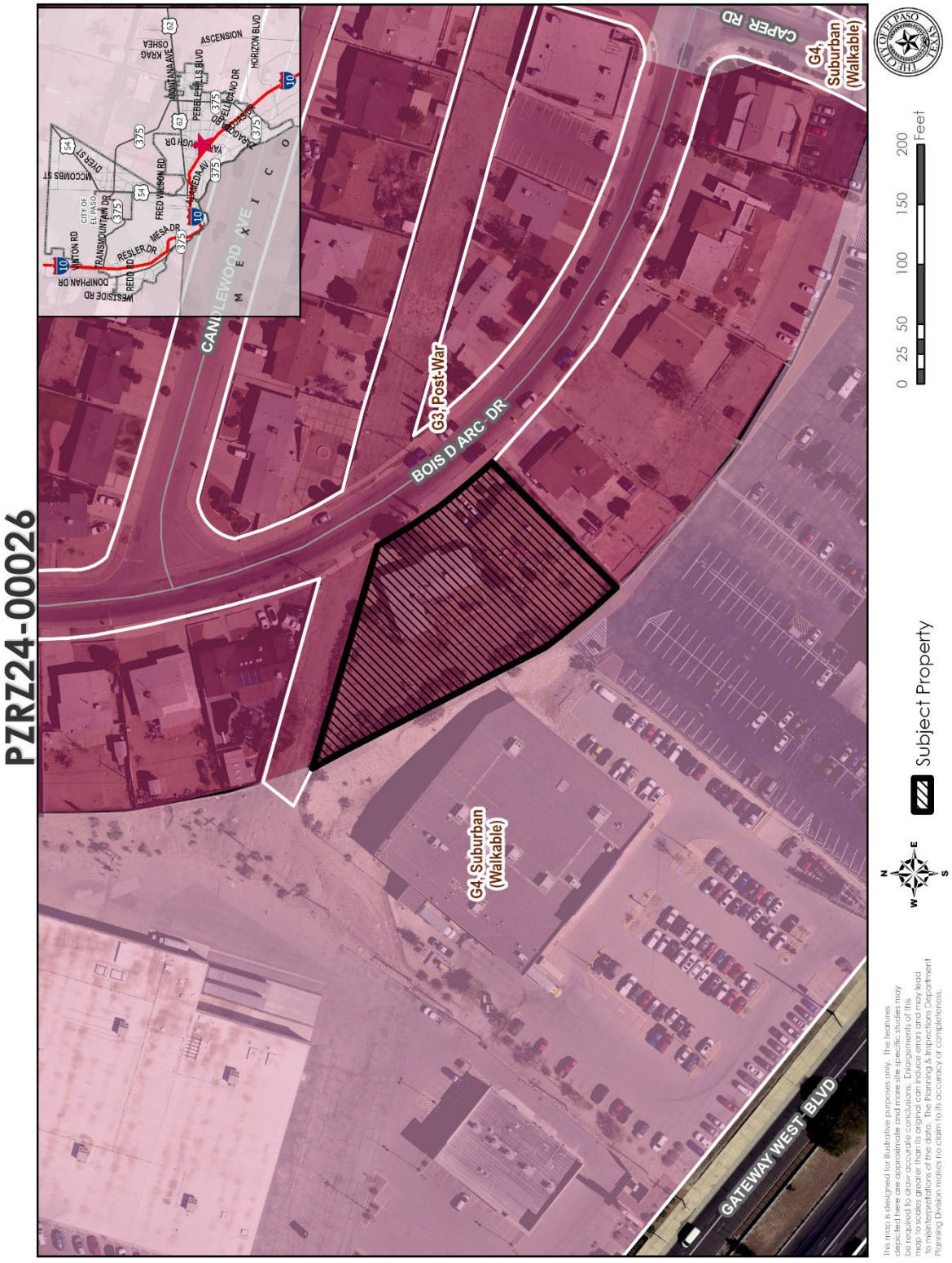
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

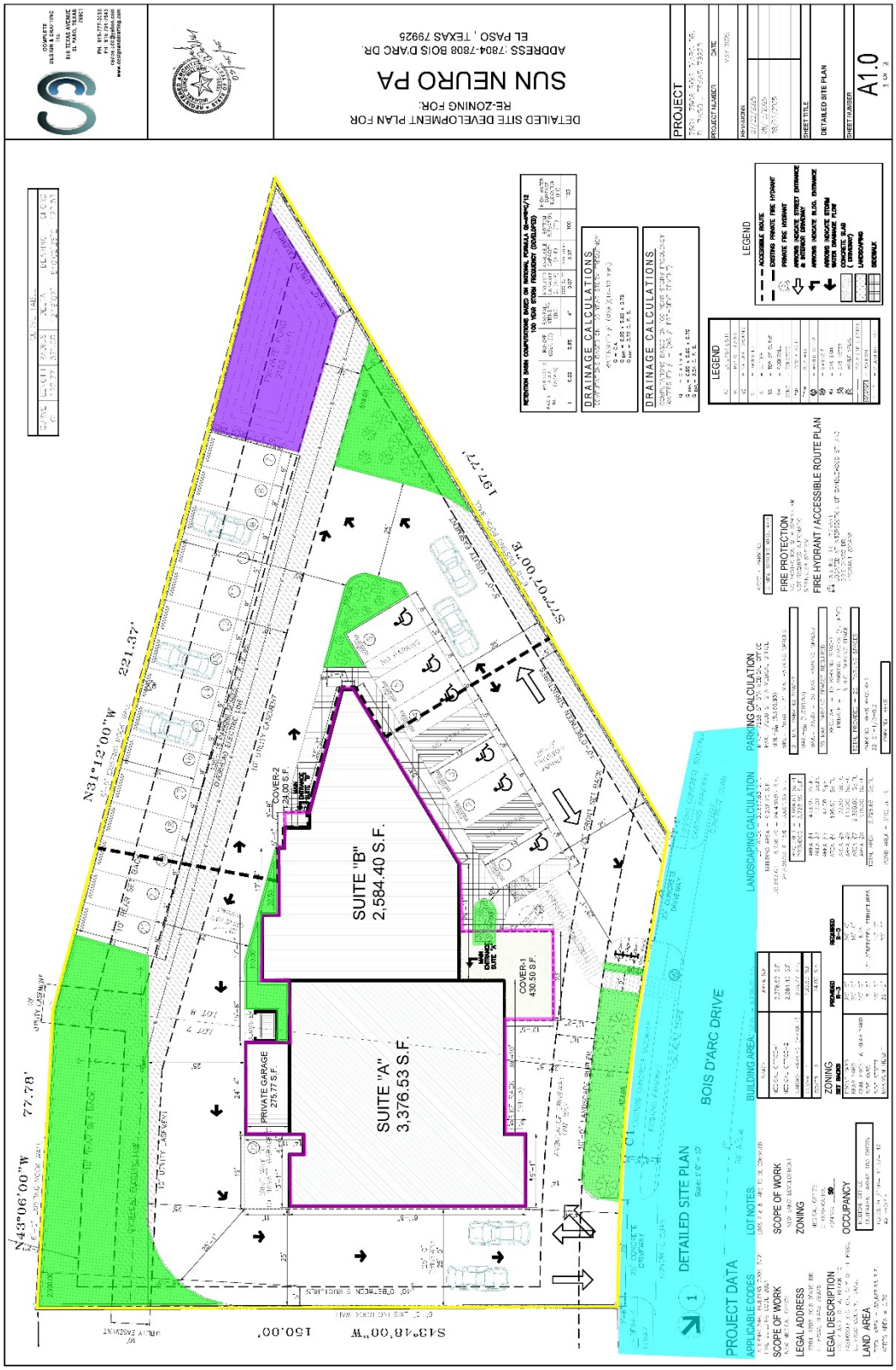
ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Elevations
4. Department Comments
5. Neighborhood Notification Boundary

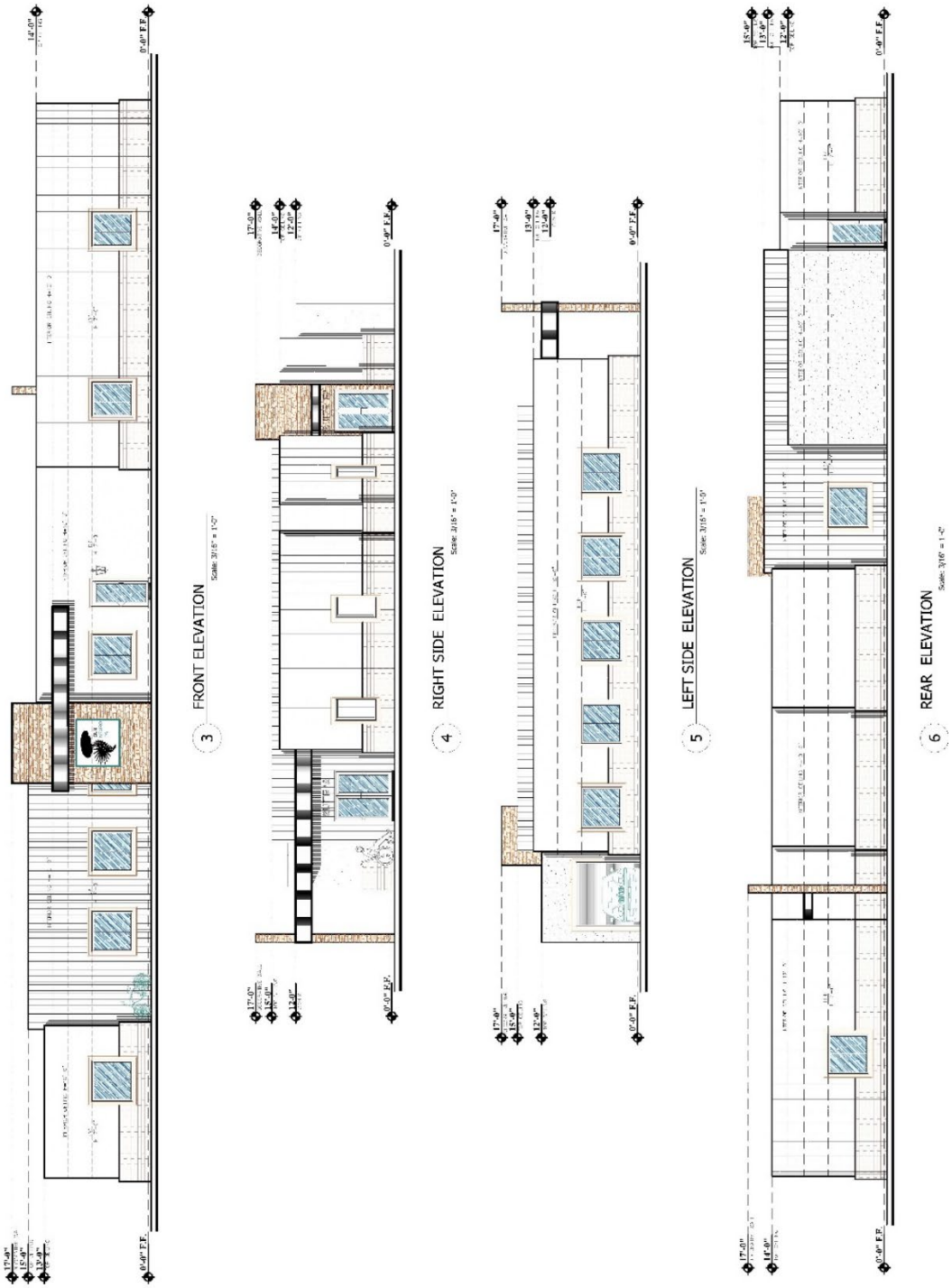
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the rezoning and Detailed Site Development Plan request. The proposed development meets all the requirements of El Paso City Code Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G-3, Post War Future Land Use Designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to proposed rezoning.

Planning and Inspections Department – Land Development

No objections to proposed rezoning.

Fire Department

No comments submitted.

Police Department

No comments received.

Environment Services

No comments submitted.

Streets and Maintenance Department

Traffic and Transportation Engineering

1. No TIA is required
2. No objections to application

Street Lights Department

Do not object to this request.

For the development of this project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Sun Metro
Proposed land use does not affect Sun Metro transit services at this time.

El Paso Water
EPWater does not object to this request.

Water:
There is an existing 8-inch diameter water main extending along Bois D'Arc Dr. This main is available for service.

Previous water pressure reading from fire hydrant #00438, located at the intersection of Candlewood St. and Bois D'Arc Dr. has yielded a static pressure of 104 (psi), a residual pressure of 98 (psi), and a discharge of 1500 (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.

EPWater records indicate one active 3/4-inch water meter serving the subject property. The service address for this meter is 7804 Bois D'Arc Dr.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main extending along Bois D'Arc Dr. This main is available for service.

General
EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation
No comments submitted.

El Paso County Water Improvement District #1
No comments submitted.

El Paso Electric
We have no comments for 7804 and 7808 Bois D'Arc.

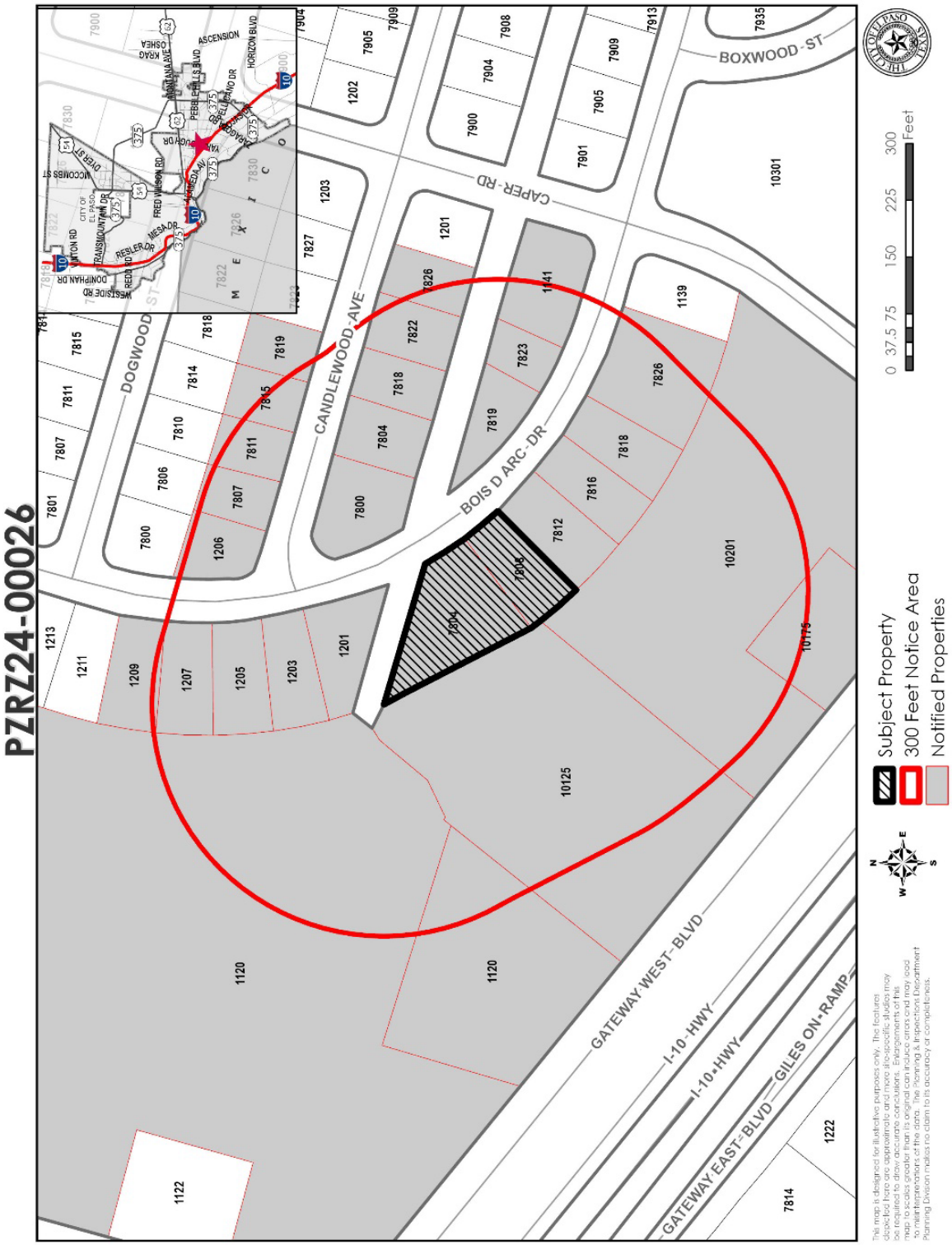
Texas Gas Service
In reference to case PZRZ24-00026 - 7804 Bois D Arc, Texas Gas Service has service lines at 7804 & 7808 Bois d Arc and a 2" main line along the existing easement in the back of the properties.

Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

El Paso 911 District

The 911 District has no comments or concerns regarding this zoning.

ATTACHMENT 5



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: Adaeze Anyanwututu Onuoha

Business Name: Sun Neuro PA

Agenda Item Type: Rezoning | Detailed Site plan

Relevant Department: Planning and Inspections

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 9/11/24

ITEM 28

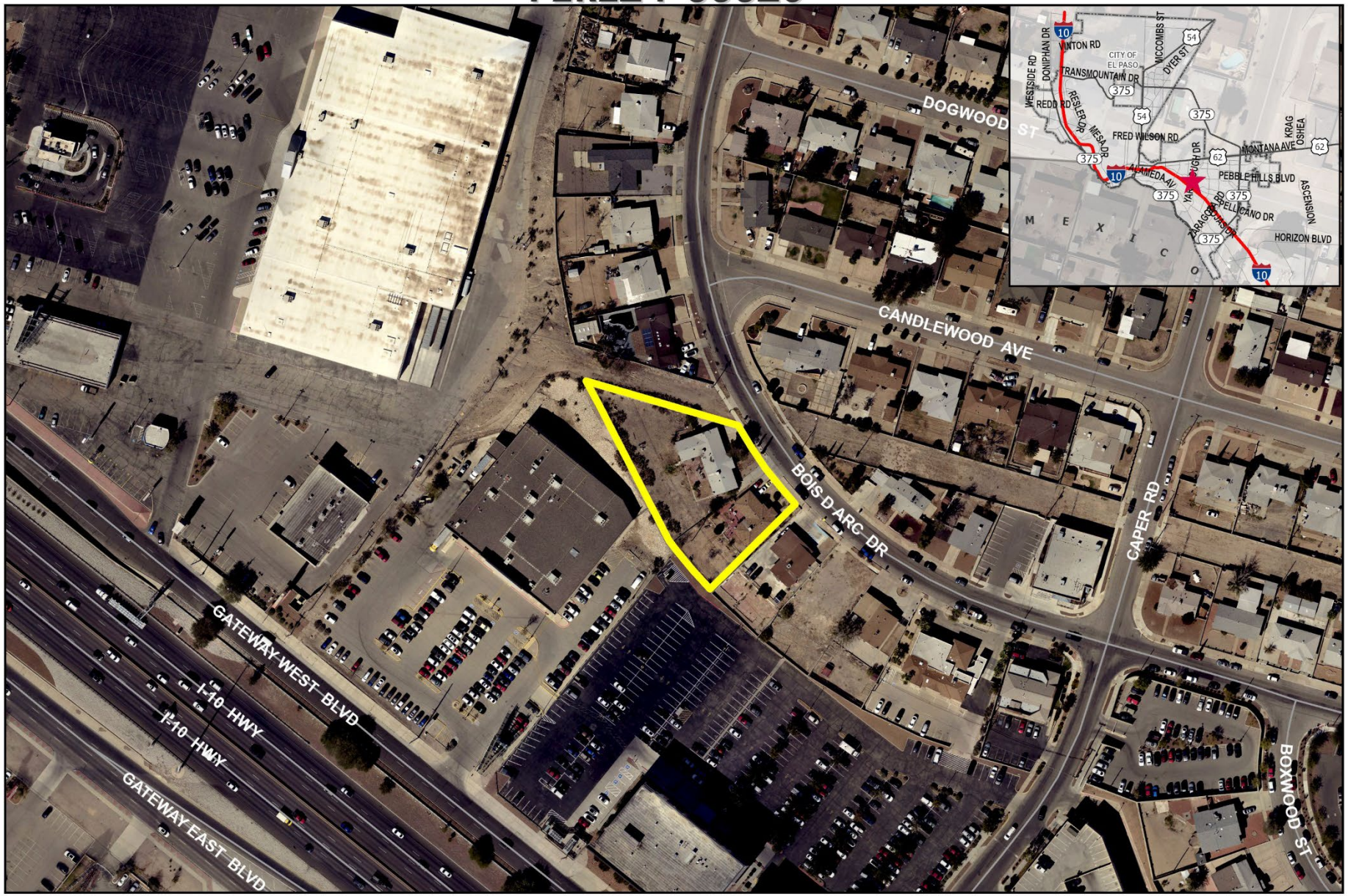
7804 and 7808 Bois D'Arc Rezoning

PZRZ24-00026

Strategic Goal 3.

Promote the Visual Image of El Paso

PZRZ24-00026



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.

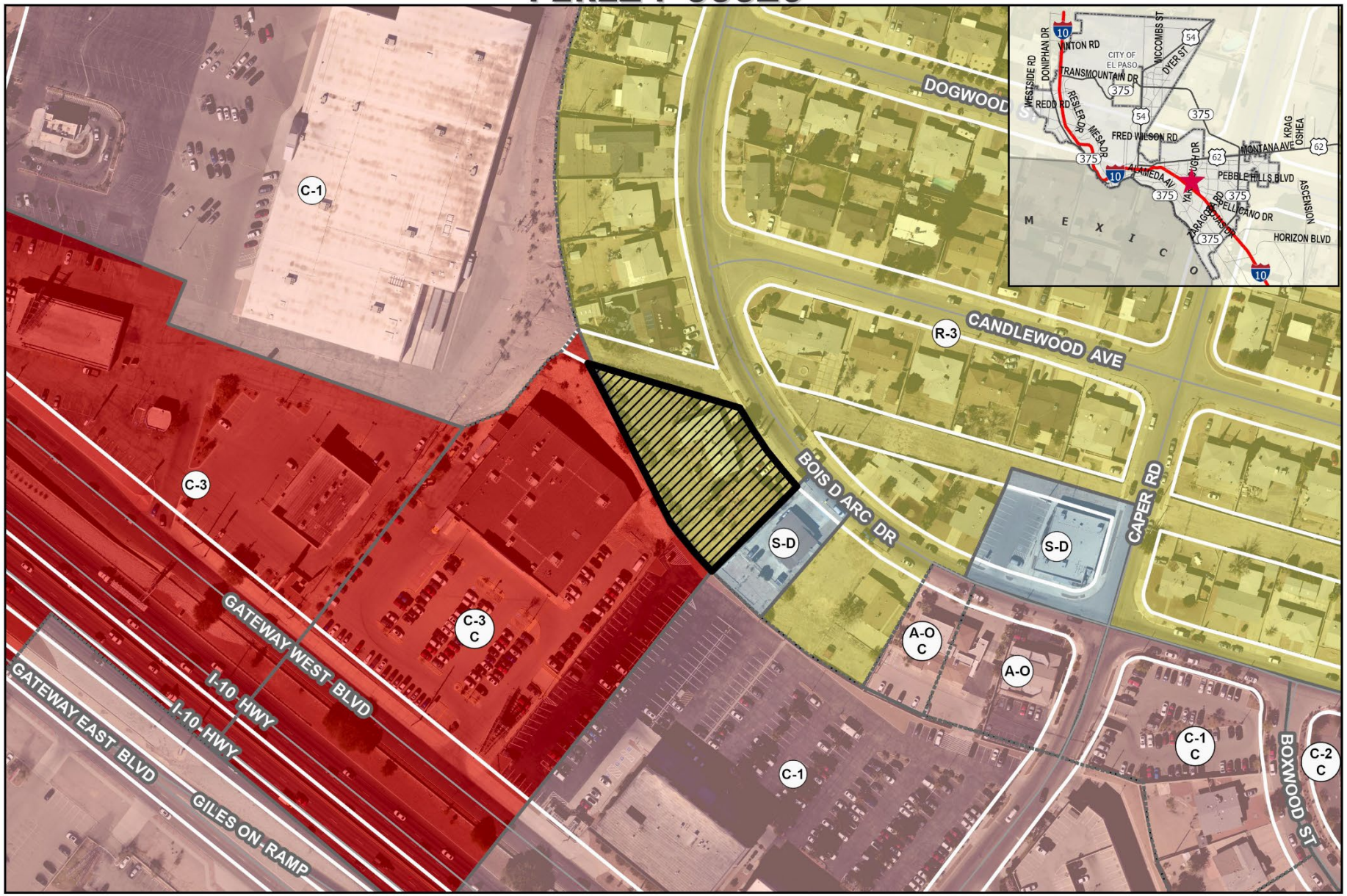
N W E S

Subject Property

0 37.5 75 150 225 300 Feet

Aerial

PZRZ24-00026



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N W E S

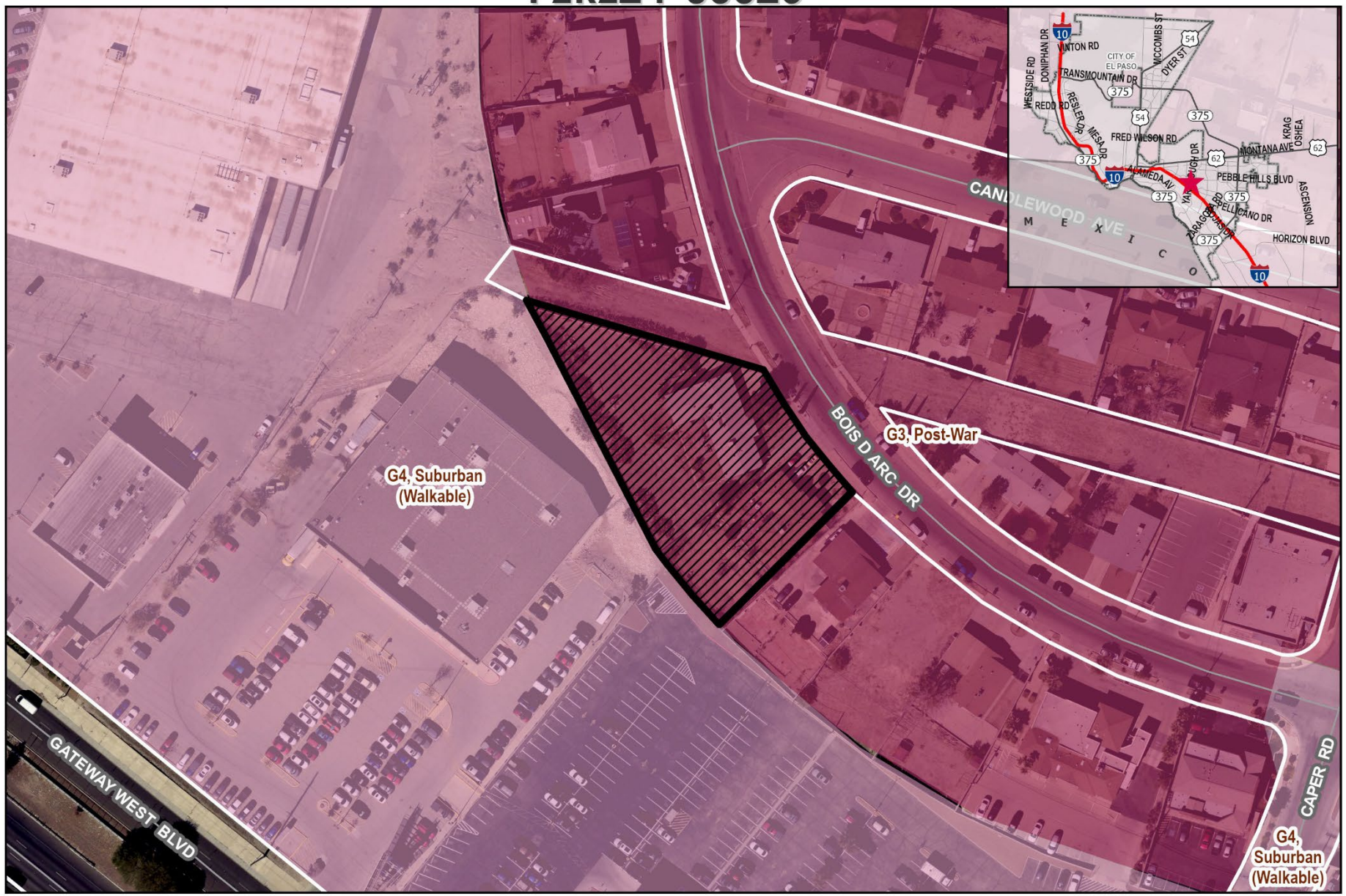
Subject Property

0 37.5 75 150 225 300 Feet

THE CITY OF EL PASO TEXAS

Existing Zoning

PZRZ24-00026



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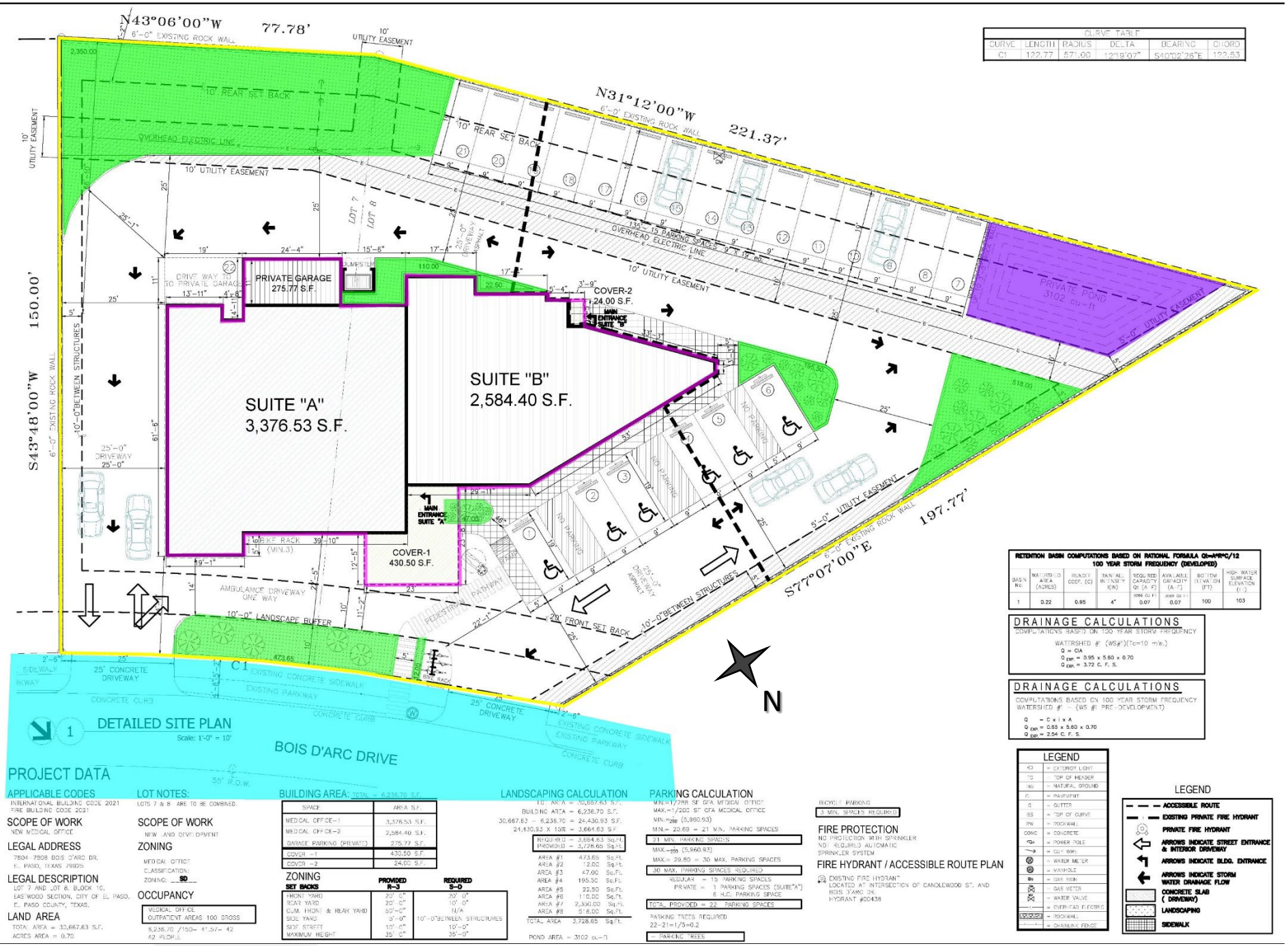
N W E S

Subject Property

0 25 50 100 150 200 Feet

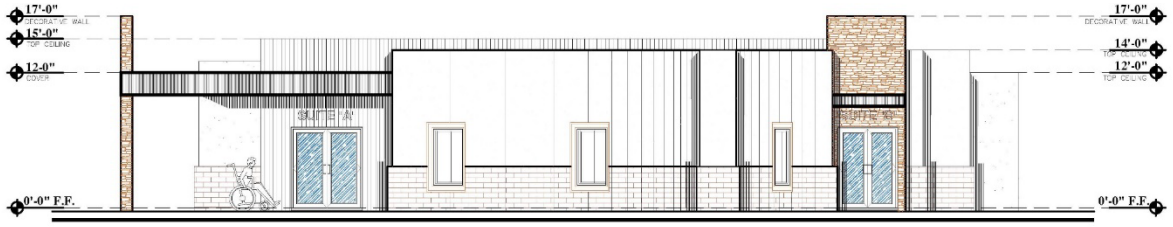
Future Land Use Map

G-3, Post-War: 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.

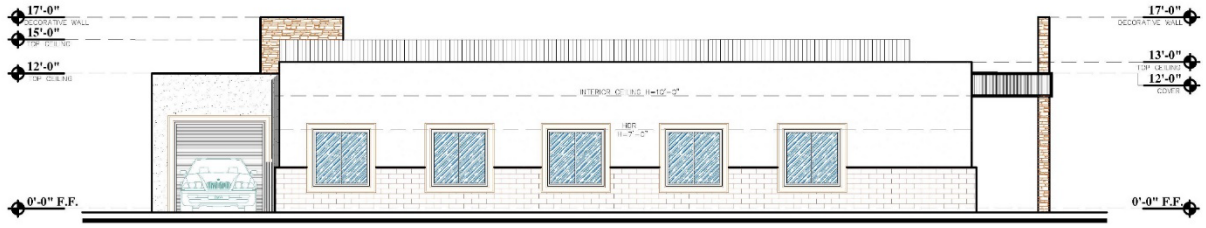


Detailed Site Plan

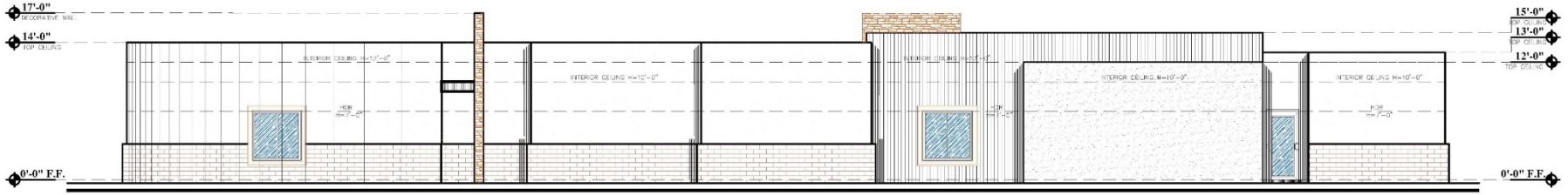
3 FRONT ELEVATION
Scale: 3/16" = 1'-0"



4 RIGHT SIDE ELEVATION
Scale: 3/16" = 1'-0"



5 LEFT SIDE ELEVATION
Scale: 3/16" = 1'-0"

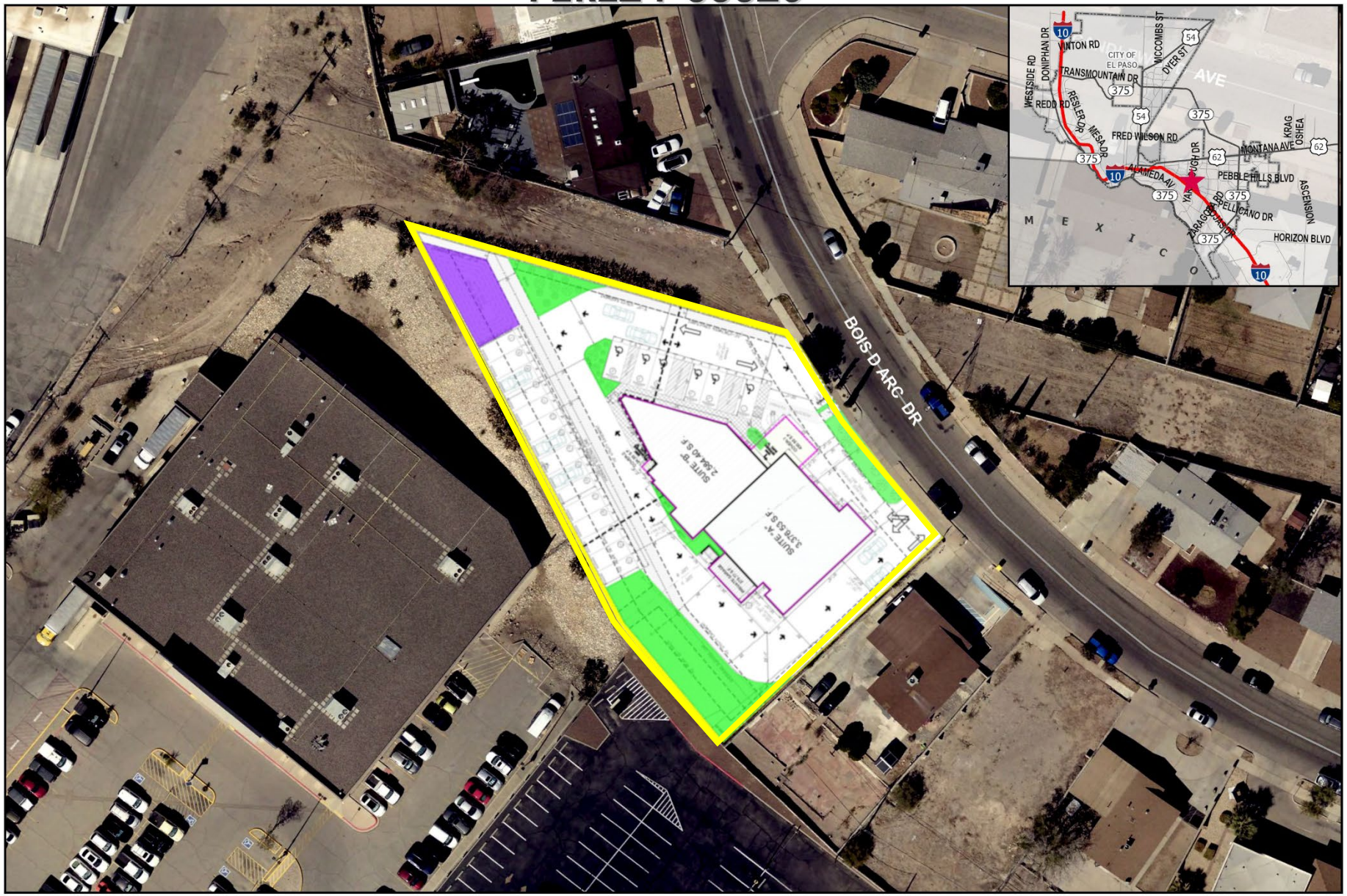


6 REAR ELEVATION
Scale: 3/16" = 1'-0"

Elevations

(Maximum Height: 17’-0”)

PZRZ24-00026



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N W E S

Subject Property

0 15 30 60 90 120 Feet

Detailed Site Plan

Subject Property

Surrounding Development

N

W

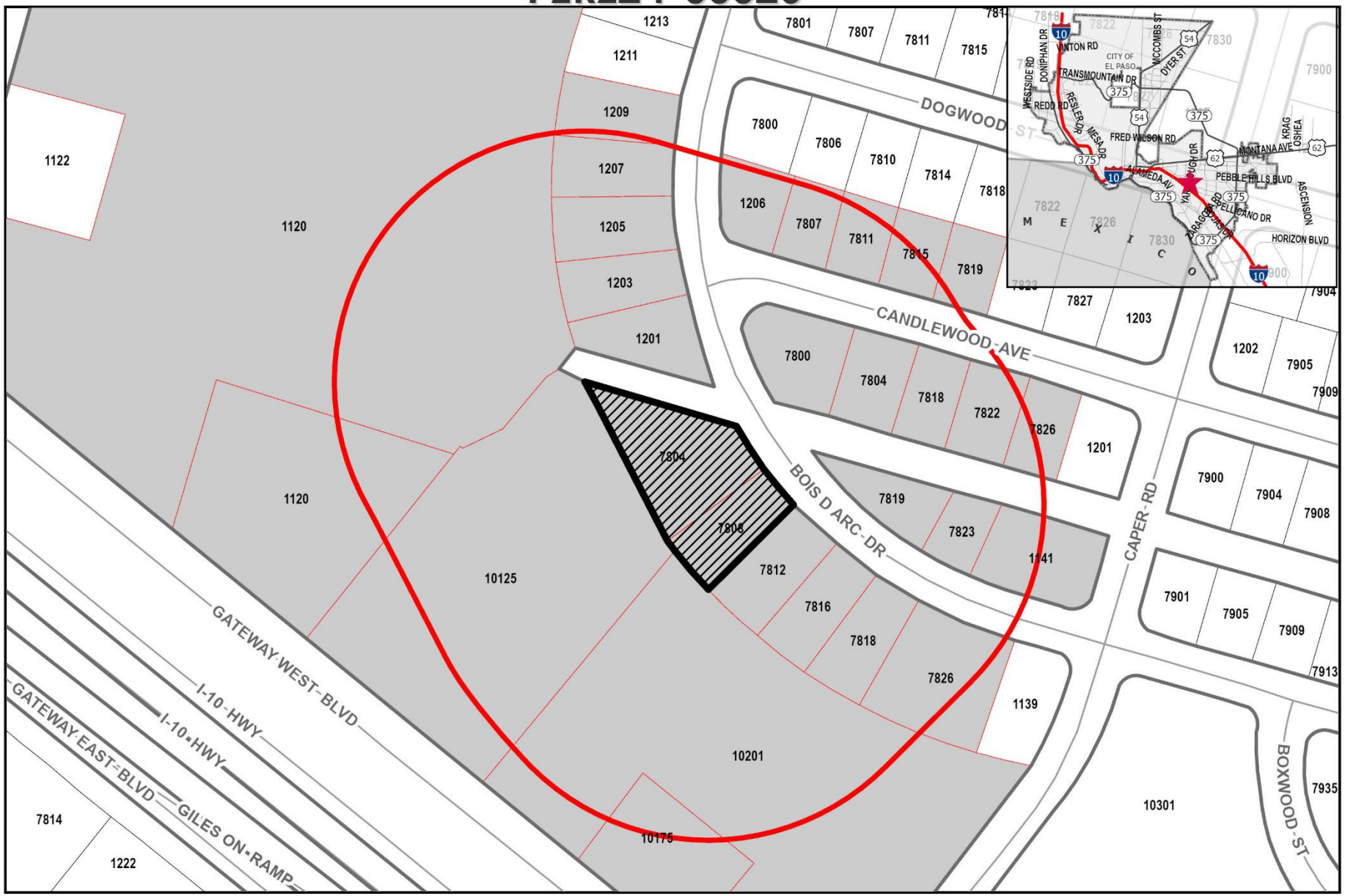
S

E

Public Input

- The property does not lie within any recognized neighborhood association.
- Notices were mailed to property owners within 300 feet on August 29, 2025.
- The Planning Division has not received any communications in support or opposition to the request.

PZRZ24-00026



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N W E S

Subject Property
300 Feet Notice Area
Notified Properties

0 37.5 75 150 225 300 Feet

Notice Map
(22 Notices Sent)

Recommendation

Staff and CPC (6-0) recommended **approval** of the rezoning and detailed site development plan request.

Mission

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

Vision

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

Values

Integrity, Respect, Excellence, Accountability, People

7812

1141
FDC
FIRE
SPRINKLER

EP TX
CITY OF EL PASO

16
560

File #: 25-1373, **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
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas from C-1 (Commercial) to C-2 (Commercial) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZRZ25-00009

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 5

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 Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas from C-1 (Commercial) to C-2 (Commercial) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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Subject Property: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZRZ25-00009

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from C-1 (Commercial) to C-2 (Commercial) to allow for a ballroom and shopping center. City Plan Commission recommended 8-0 to approve the proposed rezoning on August 28, 2025. As of November 18, 2025, the Planning Division has received four (4) phone calls of inquiry and one (1) phone call in opposition to the rezoning request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etive

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 2, BLOCK 1, IBARRA SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1 (COMMERCIAL) TO C-2 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Lot 2, Block 1, Ibarra Subdivision*, 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 C-1 (Commercial) to **C-2 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. *That a fifteen-foot (15') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.*

2. *That a Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.*

3. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*

4. *That the following uses be prohibited on the property:*
    - *Office warehouse*
    - *Contractor's yard*
    - *Funeral home*
    - *Crematorium*
    - *Mortuary*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(signatures in following page)

ADOPTED this _____ day of _____,2025.

THE CITY OF EL PASO

ATTEST:

_____
Renard U. Johnson
Mayor

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning & Inspections Department

Exhibit "A"

PROPERTY DESCRIPTION

0 RICH BEEM

Description of a parcel of land being a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas, map of said Ibarra Subdivision recorded in Clerk's File #20070092087, El Paso County, Texas, and also being that parcel recorded in Clerk's File #20220052461, El Paso County, Texas and described as follows;

Beginning at a chiseled "V" found for the most southerly corner of said Lot 2, said "V" also marking the most westerly corner of Lot 1, Block 151, Tierra Del Este Unit 37 (recorded in Clerk's File #20050091407, El Paso County, Texas), said "V" also lying on the northeasterly ROW of Rich Beem Boulevard (110' wide), and being the "Point Of Beginning";

Thence, along the northeasterly ROW of Rich Beem Boulevard, 392.45' along the arc of a curve to the right, having a radius of 1945.00', a central angle of 11°33'38", and a chord bearing North 34°43'05" West a distance of 391.78 to a bent 1/2" rebar found for the most southerly corner of that parcel recorded in Clerk's File #20210033439, El Paso County, Texas;

Thence, with the southeasterly boundary line of said parcel recorded in Clerk's File #20210033439, El Paso County, Texas, North 61°58'53" East a distance of 200.00' to a rebar with cap stamped "Landmark", found for the easternmost corner of said parcel recorded in Clerk's File #20210033439, El Paso County, Texas;

Thence, with the northeasterly boundary line of said parcel recorded in Clerk's File #20210033439, North 24°52'58" West passing at a distance of 150.00' a rebar with cap stamped "Landmark" found at the most northerly corner of said parcel recorded in Clerk's File #20210033439, and continuing along the northeasterly boundary of that parcel recorded in Clerk's File #20240054966 an additional 150.00' for a total of 300.00' to a 1/2" rebar found at the most northerly corner of said parcel recorded in Clerk's File #20240054966, also and lying on the southerly boundary line of Lot 1, of said Block 1, Ibarra Subdivision;

Thence, with said southerly boundary line of said Lot 1, North 70°28'46" East a distance of 82.43' to a rebar found at the southeasterly corner of said Lot 1;

Thence, with the southerly boundary line of that parcel recorded in Clerk's File #20170057371, North 75°09'31" East a distance of 233.15' to a 1/2" rebar, found at the northeasterly corner of this parcel, and lying on the westerly boundary line of Block 120, Tierra Del Este Unit 29 (recorded in Clerk's File #20040111909, El Paso County, Texas), and being the northeasterly corner of this parcel;

Thence, with said westerly boundary line of said Block 120, South 12°50'53" East a distance of 209.99' to a 1/2" rebar found at an angle point;

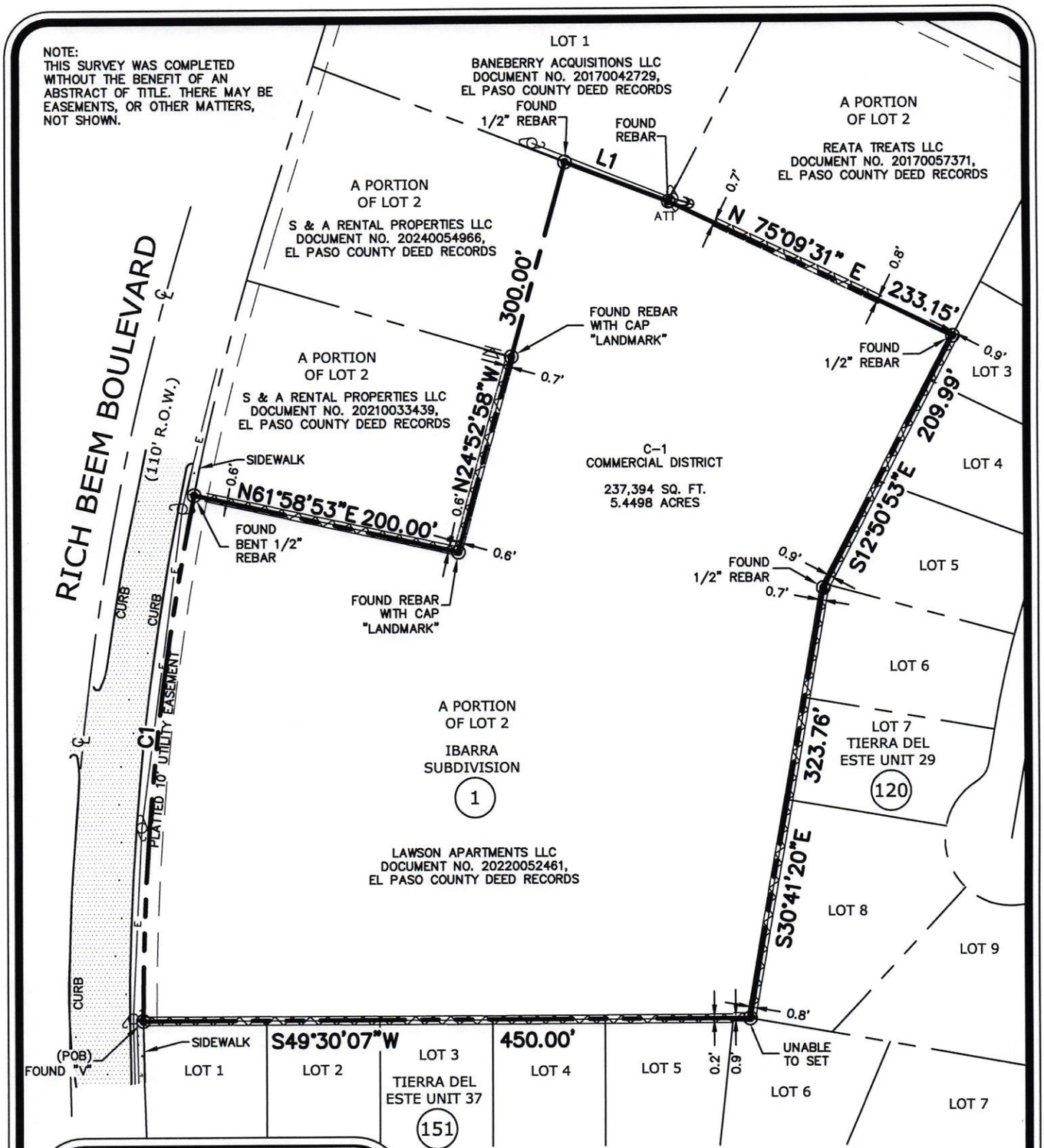
Thence, continuing with said westerly boundary line of said Block 120, South 30°41'20" East a distance of 323.76' to the southeasterly corner of said Lot 2, Block 1, Ibarra Subdivision, also being the southwesterly corner of said Block 120, Tierra Del Este Unit 29, and lying on said northerly boundary of said Block 151, Tierra Del Este Unit 37, and being the southeasterly corner of this parcel;

Thence, with said southerly boundary line of said Lot 2, Block 1, Ibarra Subdivision, and said northerly boundary line of said Block 151, South 49°30'07" West a distance of 450.00' to the "Point Of Beginning" and containing 237,394 sq. ft. or 5.4498 acres.

Based on a field survey performed under my supervision and dated 1/29/2025.

John A Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.
13998 Bradley Road
El Paso, TX. 79938
915-241-1841 TBPEPS FIRM #10001200



IMPROVEMENTS LEGEND

- POWER POLE
- ATT ⊗ — AT&T MARKER
- —— E —— OVERHEAD ELEC LINE
- GUY WIRE
- ROCK WALL

0' 100' 200'

SCALE:1"=100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	82.43	N70°28'46"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CHORD
C1	392.45	1945.00	11°33'38"	N34°43'05"W	391.78

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JOHN A EBY TX-5372 NM-17779

STATE OF TEXAS REGISTERED JOHN A EBY 5372 PROFESSIONAL LAND SURVEYOR

TBPELS FIRM #10001200

A PORTION OF LOT 2, BLOCK 1,
IBARRA SUBDIVISION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
DOCUMENT NO.
20070092087

TITLE CO: NONE PROVIDED

FIRM ZONE: X PANEL#: 480212-0175 B DATED: 09/04/1991

DATE OF SURVEY: 01/29/2025 OFFICE: DH FIELD: JAE, AG

PASO DEL NORTE SURVEYING INC.
13998 BRADLEY ROAD, EL PASO, TEXAS 79938
PH. 915-241-1841
FAX 915-855-6925
© COPYRIGHT

3550 Rich Beem

City Plan Commission — August 28, 2025

REZONING

CASE NUMBER:	**PZRZ25-00009**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Lawson Apartments LLC
REPRESENTATIVE:	Guillermo Barajas
LOCATION:	3550 Rich Beem Blvd. (District 5)
PROPERTY AREA:	5.45 acres
REQUEST:	Rezone from C-1 (Commercial) to C-2 (Commercial)
RELATED APPLICATIONS:	Special Permit Application PZST25-00004
PUBLIC INPUT:	Four (4) phone calls of inquiry and one (1) phone call in opposition as of August 21, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from C-1 (Commercial) to C-2 (Commercial) for proposed uses of ballroom and shopping center.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial and residential uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4 Suburban (Walkable) Future Land Use designation: The recommended conditions are as follows:

1. *That a fifteen-foot (15') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.*
2. *That a Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.*
3. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*
4. *That the following uses be prohibited on the property:*
    - *Office warehouse*
    - *Contractor's yard*
    - *Funeral home*
    - *Crematorium*
    - *Mortuary*

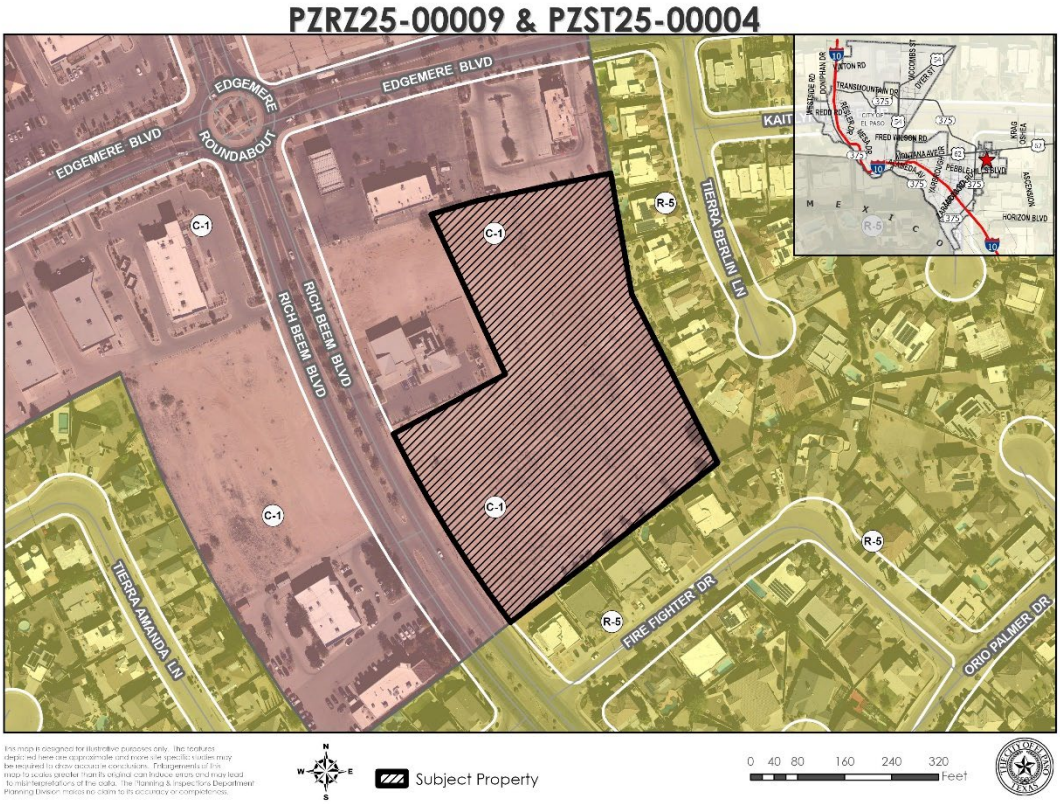


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from C-1 (Commercial) to C-2 (Commercial) for proposed uses of ballroom and shopping center. The subject property is approximately 5.45 acres in size. The Detailed Site Development Plan (Attachment 2) shows a proposed 26,324 square-feet building to be used as a ballroom and a 15,540 square-feet building to be used as a shopping center. The development requires 210 parking spaces, including seven (7) accessible spaces as well as eleven (11) bicycle spaces. The applicant will be providing the minimum number of required parking spaces. Access to the subject property is proposed from Rich Beem Boulevard. The site plan is in compliance with Title 20 of the El Paso City Code.

PREVIOUS CASE HISTORY: On April 22, 2003, City Council passed Ordinance No. 15428, that rezoned the property from R-3 (Residential) to C-1 (Commercial).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is compatible with adjacent commercial and residential uses in the area. Properties to the north and east are zoned C-1 (Commercial) and R-5 (Residential) and consist of commercial retail and single-family dwellings. Properties to the south are zoned R-5 (Residential) and comprise of single-family dwellings. Properties to the west are zoned C-1 (Commercial) and include a restaurant, medical offices and vacant lots. The nearest school is SPC Raphael Hernando III Middle School located 0.19 miles away and the nearest park is Kip Hill Park located 0.48 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 compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping	Yes. The subject property and the proposed development meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of *Plan El Paso.* The proposed zoning is compatible with the future land use designation as it will provide additional commercial uses to the surrounding area.

centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-2 (Commercial) District:** The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes. The proposed C-2 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-1 (Commercial) and R-5 (Residential) zoning districts in the surrounding area.
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 is located along Rich Beem Boulevard which is designated as a major arterial in the City's Major Thoroughfare Plan (MTP). Rezoning the property will allow for the integration of new commercial uses, making them more accessible to nearby residential areas.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts of 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.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is generally stable, with one rezoning in the last 10 years, in which a nearby property was rezoned from C-1 (Commercial) to C-2 (Commercial) and granted a special permit to allow for the use of a ballroom.
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 a stable area of the city. The established neighborhood consists of commercial retail, medical offices, restaurants, and single-family dwellings.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access is proposed from Rich Beem Boulevard, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Existing infrastructure and services are adequate to serve the proposed development. There is one (1) bus stop located within walking distance (0.25 miles) and the subject property is

located 0.37 miles from the Sun Metro Upper Eastside Transit Center. Furthermore, a five-foot (5') sidewalk will be provided along Rich Beem Boulevard abutting the subject property that will provide pedestrian connectivity with existing sidewalks in the area.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments. Staff recommends development conditions to ensure compatibility with the existing surrounding developments.

PUBLIC COMMENT: The subject property lies within the boundaries of the Las Tierras Neighborhood Association. Public notices were mailed to property owners within 300 feet on August 14, 2025. As of August 21, 2025, the Planning Division has received four (4) phone calls of inquiry and one (1) phone call in opposition of the request. The opposition consisted of public concerns for noise and traffic of the proposed development.

RELATED APPLICATIONS: A Special Permit application (PZST25-00004) is running concurrently with this rezoning request to allow for the proposed use of a ballroom in the proposed C-2 (Commercial) zoning district. The detailed site development plan review shall satisfy the condition requirement.

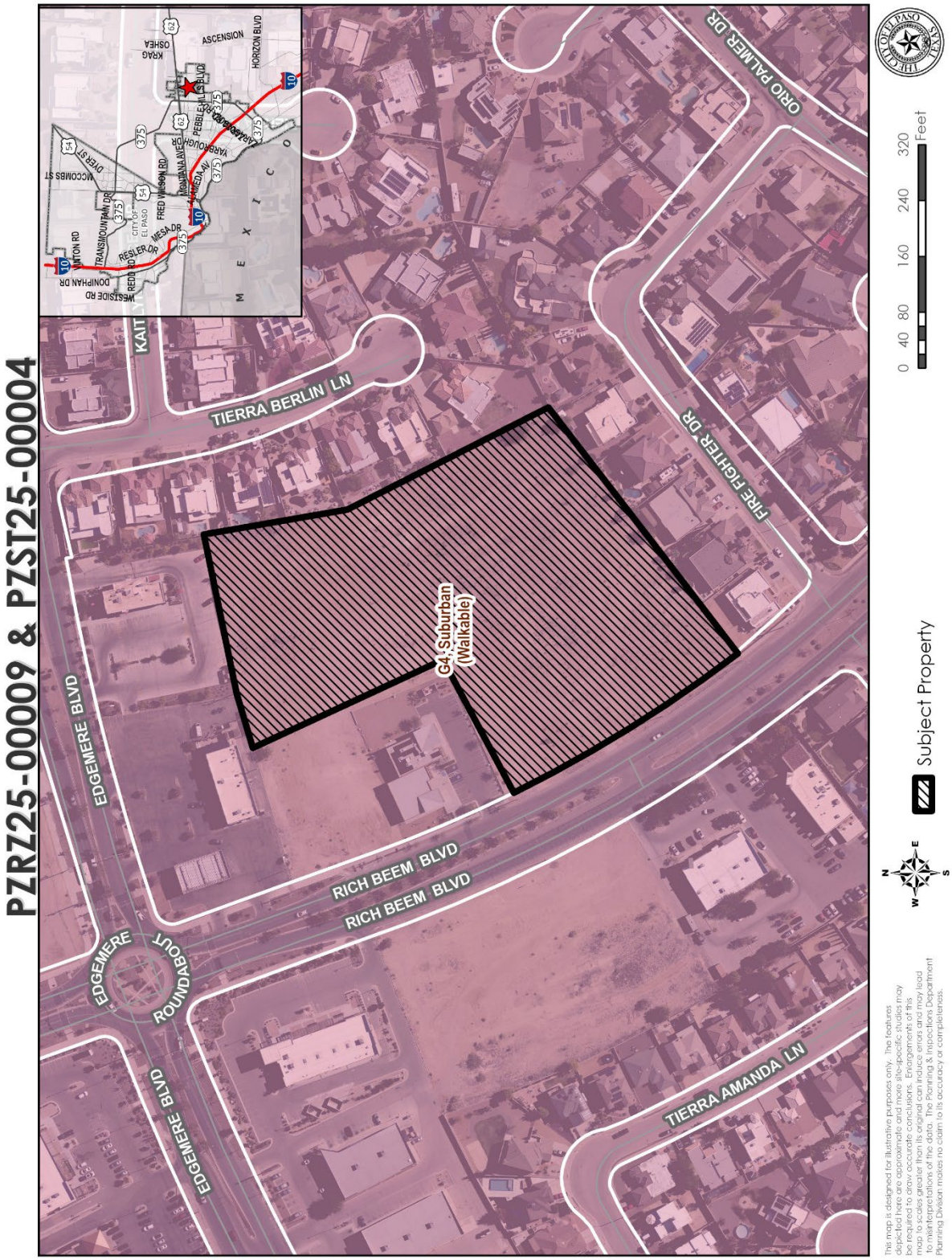
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

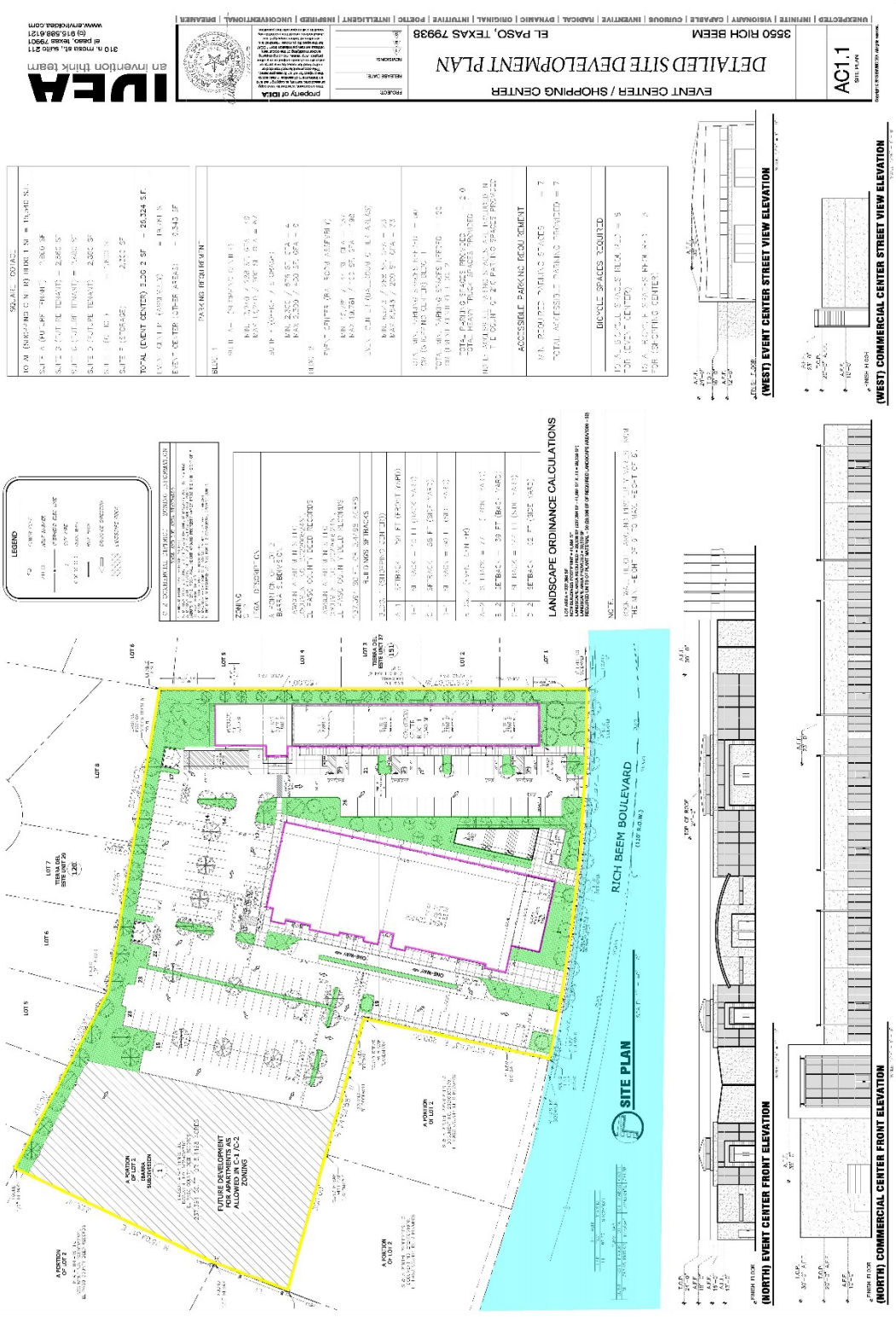
ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Ordinance No. 15428
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

151-18 19H

D[redacted] 20030041164

ORDINANCE NO. 15428

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF SECTIONS 34, 35, 38, 39 AND 46, BLOCK 79, TOWNSHIP 2, TEXAS & PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS (SOUTH OF MONTANA AVENUE AND WEST OF ZARAGOZA ROAD) AS FOLLOWS: PARCEL 1, FROM R-3 (RESIDENTIAL) TO C-4/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; PARCEL 2, FROM R-3 (RESIDENTIAL) TO S-D (SPECIAL DEVELOPMENT); PARCEL 3, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 4, FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL); PARCEL 5, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 6, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 7, FROM R-3 (RESIDENTIAL) TO C-3/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; PARCEL 8, FROM R-3 (RESIDENTIAL) TO C-2 (COMMERCIAL); PARCEL 9, FROM R-3 (RESIDENTIAL) TO C-3/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; AND PARCEL 10, FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL). THE PENALTY IS AS PROVIDED IN SECTION 20.68.010 OF THE EL PASO MUNICIPAL CODE.

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

That the zoning of *a portion of Sections 34, 35, 38, 39 and 46, Block 79, Township 2, TEXAS & PACIFIC RAILROAD COMPANY SURVEYS, El Paso, El Paso County, Texas,* as more particularly described by metes and bounds in the attached Exhibit "A", be changed, within the meaning of the zoning ordinance, as follows:

Parcel 1 (36.243 acres):	from R-3 (Residential) to C-4/c (Commercial/conditions);
Parcel 2 (89.764 acres):	from R-3 (Residential) to S-D (Special Development);
Parcel 3 (74.835 acres):	from R-3 (Residential) to R-5 (Residential);
Parcel 4 (51.401 acres):	from R-3 (Residential) to C-1 (Commercial;)
Parcel 5 (204.043 acres)	from R-3 (Residential) to R-5 (Residential);
Parcel 6 (480.867 acres)	from R-3 (Residential) to R-5 (Residential);
Parcel 7 (14.738 acres):	from R-3 (Residential) to C-3/c (Commercial/conditions);
Parcel 8 (7.364 acres):	from R-3 (Residential) to C-2 (Commercial);
Parcel 9 (39.865 acres):	from R-3 (Residential) to C-3/c (Commercial/conditions); and
Parcel 10 (20.138 acres):	from R-3 (Residential) to C-3 (Commercial);

and that the zoning map of the City of El Paso be revised accordingly; and

That Parcels 1, 7, and 9 be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to C-3/c and C-4/c (Commercial/conditions)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this city:

Parcel 1

1. A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.
2. Prior to the issuance of any building permits, a detailed site plan shall be reviewed and approved by the City Plan Commission.

Parcel 7

A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.

Parcel 9

A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.

These conditions run with the land, are a charge and servitude thereon, and bind the current property owner and any successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefitted thereby, and without affecting the validity of this ordinance.

PASSED AND APPROVED this **22nd** day of **April, 2003**.

THE CITY OF EL PASO

Raymond C. Caballero
Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

(Signatures continued on following page)

APPROVED AS TO FORM:

Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT:

Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 22nd day of April, 2003, by RAYMOND C. CABALLERO as Mayor of **THE CITY OF EL PASO.**

My Commission Expires:

CECILIA FLORES
NOTARY PUBLIC
In and for the State of Texas
My commission expires 10-06-2006

Notary Public, State of Texas
Notary's Printed or Typed Name:

MW:pmc\#90689\ZON/PLA\Y6 3 3/28/2003

ORDINANCE NO. 15428

Zoning Case No. ZC-02058

263

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial and residential uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4 Suburban (Walkable) Future Land Use designation: The recommended conditions are as follows:

1. *That a fifteen-foot (15') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.*
2. *That a Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.*
3. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*
4. *That the following uses be prohibited on the property:*
    - *Office warehouse*
    - *Contractor's yard*
    - *Funeral home*
    - *Crematorium*
    - *Mortuary*

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed rezoning.

Planning and Inspections Department – Land Development

No objections to the proposed rezoning.

Fire Department

No adverse comments

Police Department

The 9-1-1 District has no comments or concerns regarding this zoning.

Environment Services

No comments received.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

No TIA is required.

Streets Lighting:

Street Lights Department does not object to this request.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
Indicate that any damaged structure must be restored to the same or better condition. This applies to asphalt, concrete, manholes, and water valves.

When installing sidewalks, ensure compliance with Municipal Code Chapter 19.21 governing sidewalks and Chapter 13.04.020 specifying sidewalk standards.

For all proposed/improvement within city ROW please to follow DSC and include construction detail information.

El Paso Water
EPWater-PSB does not object to this request.

The subject property is located within the City of El Paso Annexation Service Area. Annexation fees will be assessed and collected at the time the EPWater-PSB receives an application for water and sewer services.

Water and sanitary sewer main extensions within a PSB easement may be required to provide service. The water main shall be extended to create a looped water system. EPWater-PSB requests that the site be graded so that sanitary sewer service may be provided by gravity. All costs associated with the extension of the water and sanitary sewer mains and easement acquisition are the responsibility of the Owner/Developer. The owner's engineer is to coordinate with EPWater-PSB for water and sanitary sewer design.

Water
There is an existing 16-inch diameter water main that extends along Rich Beem Blvd., located approximately 73-feet east of the west right-of-way line. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations.

Sanitary Sewer
There is an existing 12-inch diameter sanitary sewer main that extends along Rich Beem Blvd., located approximately 45-feet east of the west right-of-way line. This main is approximately 24-feet deep. This main can be extended to provide service.

General
No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of

EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated for public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
EPWater-SW has no issue with this property's storm sewer discharge; it seems like Tierra del Este Unit #29 & #34 included this property in their drainage computations.

However, we recommend using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District
No comments received.

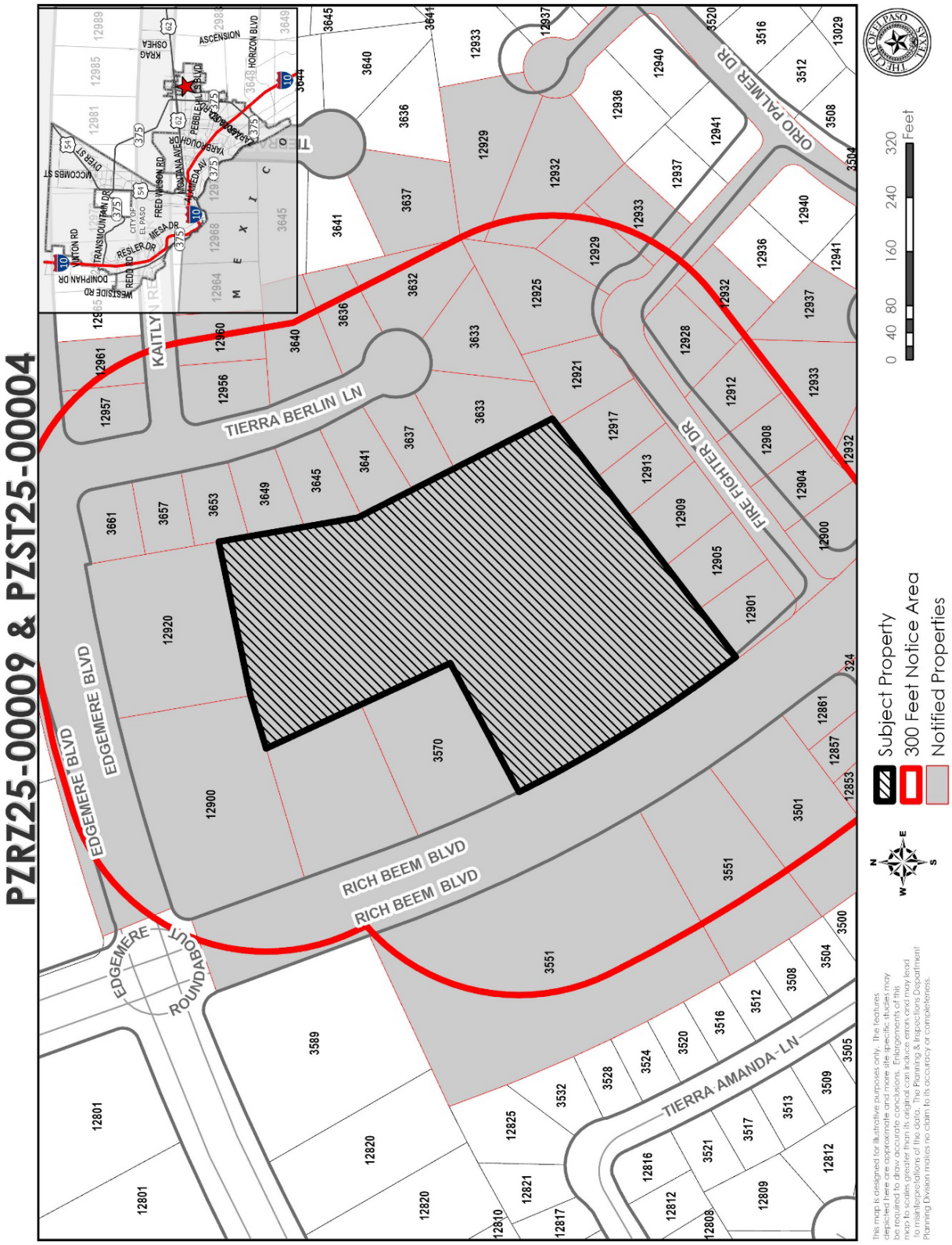
Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
Texas Gas Service will need an easement to provide gas service to the new development.

El Paso Electric
We have no comments for 3550 Rich Beem Blvd.

ATTACHMENT 5



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	DOUGLAS DOE ALORGBEY
Business Name	LAWSON APARTMENTS, LLC
Agenda Item Type	Rezoning/Special Permit
Relevant Department	Planning and Inspections

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contrib tions or donations totaling an aggregate of $500 or more to the following City Council member(s) during t eir campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 01/23/2025

ITEM 29 and 30

3550 Rich Beem

Rezoning and Special Permit

PZRZ25-00009

PZST25-00004

Strategic Goal 3.

Promote the Visual Image of El Paso

PZRZ25-00009 & PZST25-00004

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.

N W E S

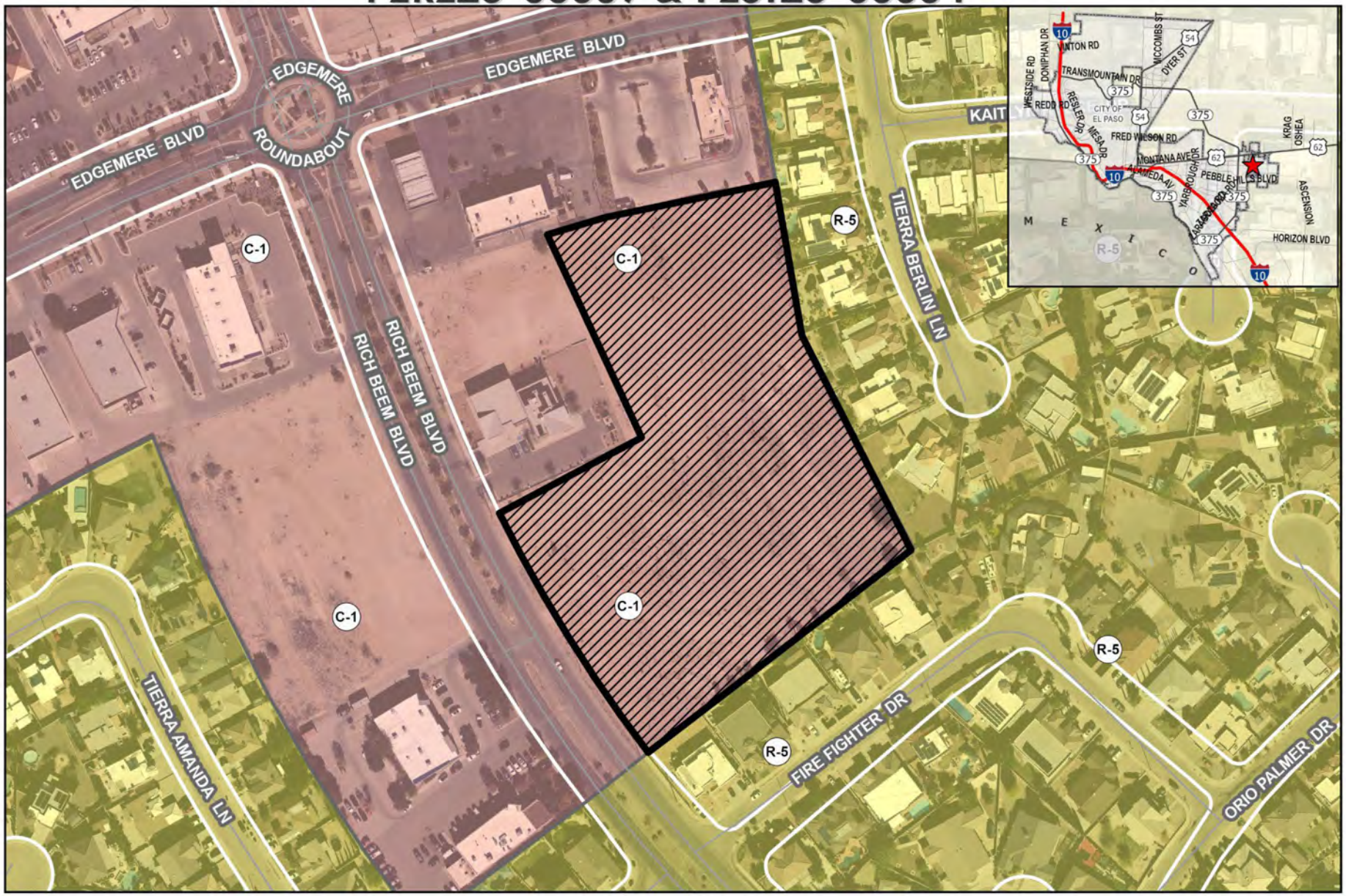
Subject Property

0 40 80 160 240 320 Feet

THE CITY OF EL PASO TEXAS

Aerial

PZRZ25-00009 & PZST25-00004



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.

N W E S

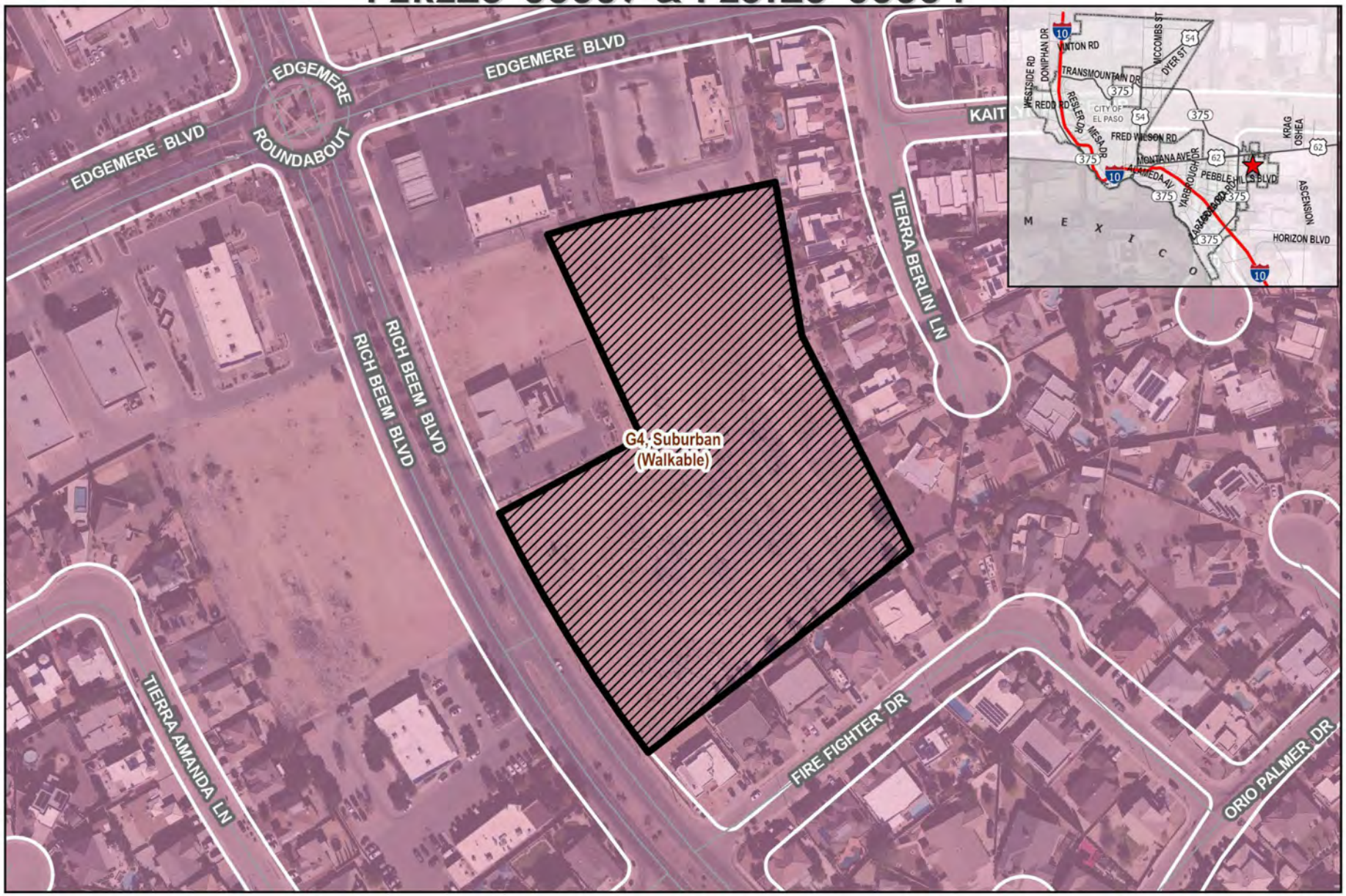
Subject Property

0 40 80 160 240 320 Feet

THE CITY OF EL PASO TEXAS

Existing Zoning

PZRZ25-00009 & PZST25-00004



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.

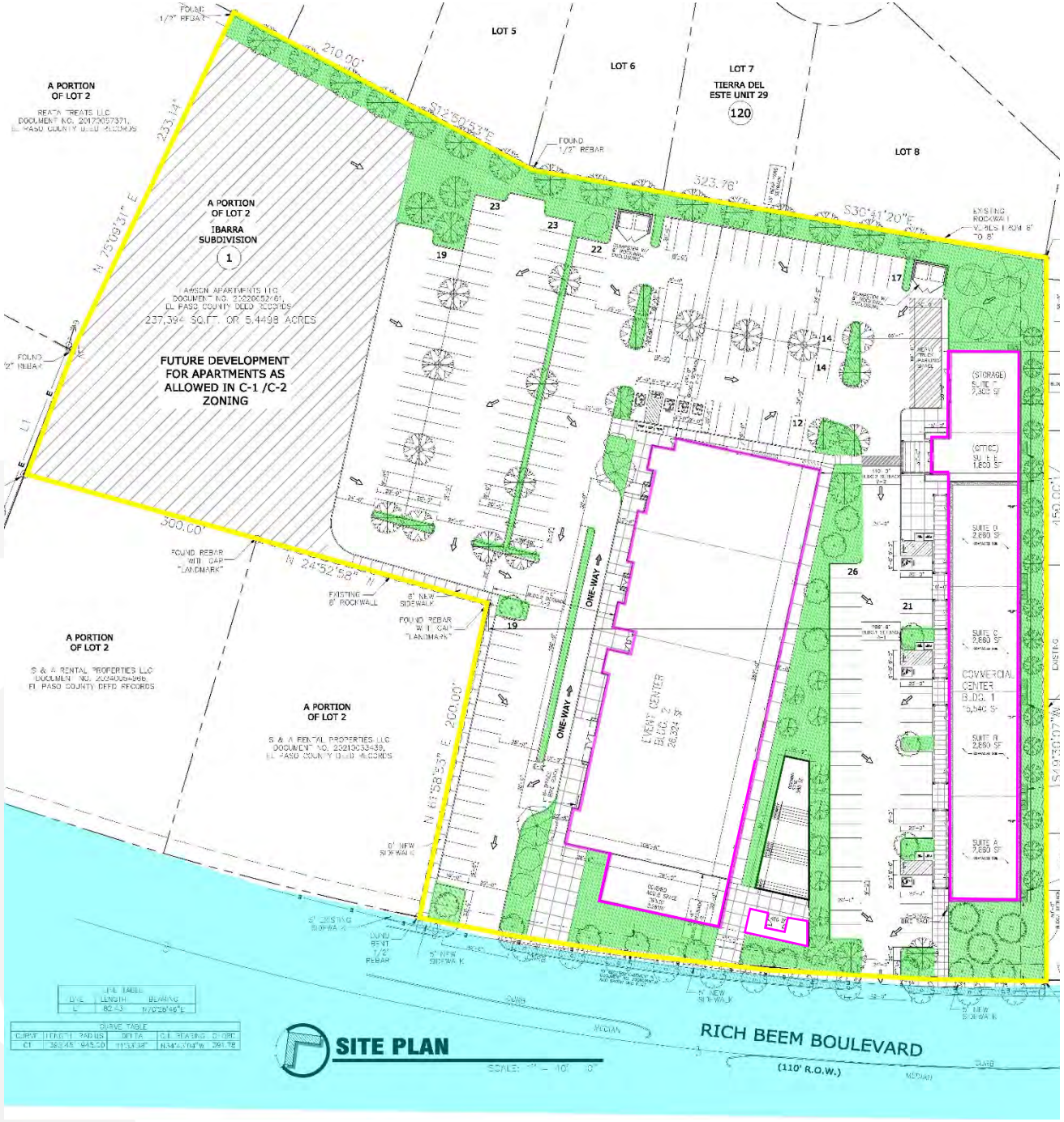
N W E S

Subject Property

0 40 80 160 240 320 Feet

Future Land Use Map

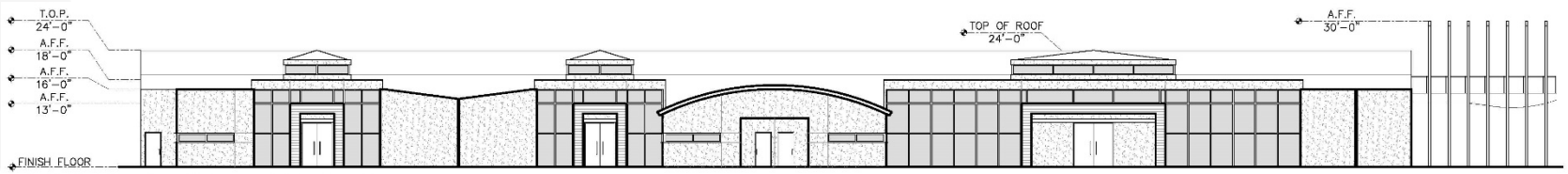
G-4, Suburban (Walkable): This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.



Detailed Site Plan

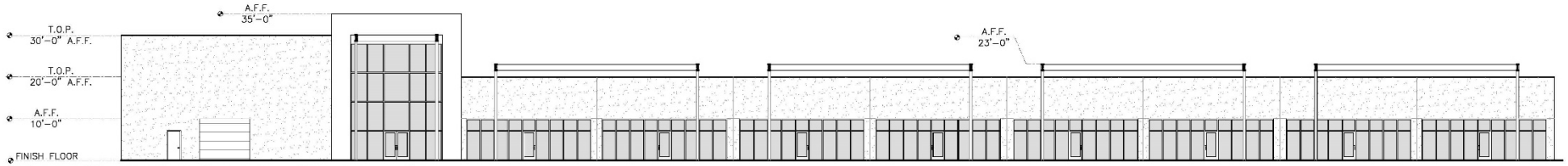
Elevations

Max Height: 30’



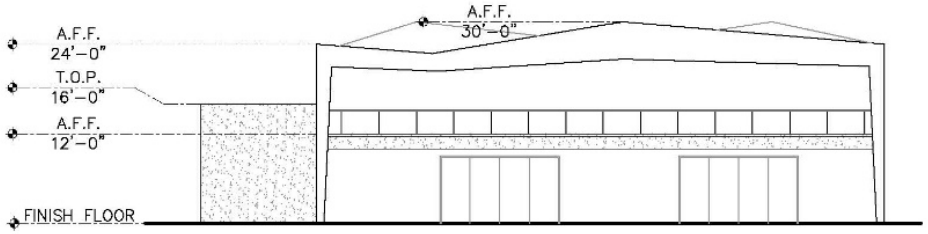
(NORTH) EVENT CENTER FRONT ELEVATION

SCALE: 1/16" = 1' – 0"



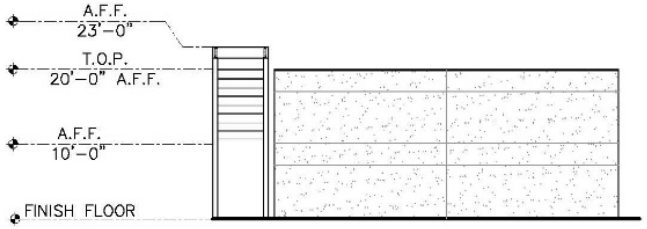
(NORTH) COMMERCIAL CENTER FRONT ELEVATION

SCALE: 1/16" = 1' – 0"



(WEST) EVENT CENTER STREET VIEW ELEVATION

SCALE: 1/16" = 1' – 0"



(WEST) COMMERCIAL CENTER STREET VIEW ELEVATION

SCALE: 1/16" = 1' – 0"

PZRZ25-00009 & PZST25-00004

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N W E S

Subject Property

0 30 60 120 180 240 Feet

THE CITY OF EL PASO TEXAS

Detailed Site Plan

Subject Property

Surrounding Development

N

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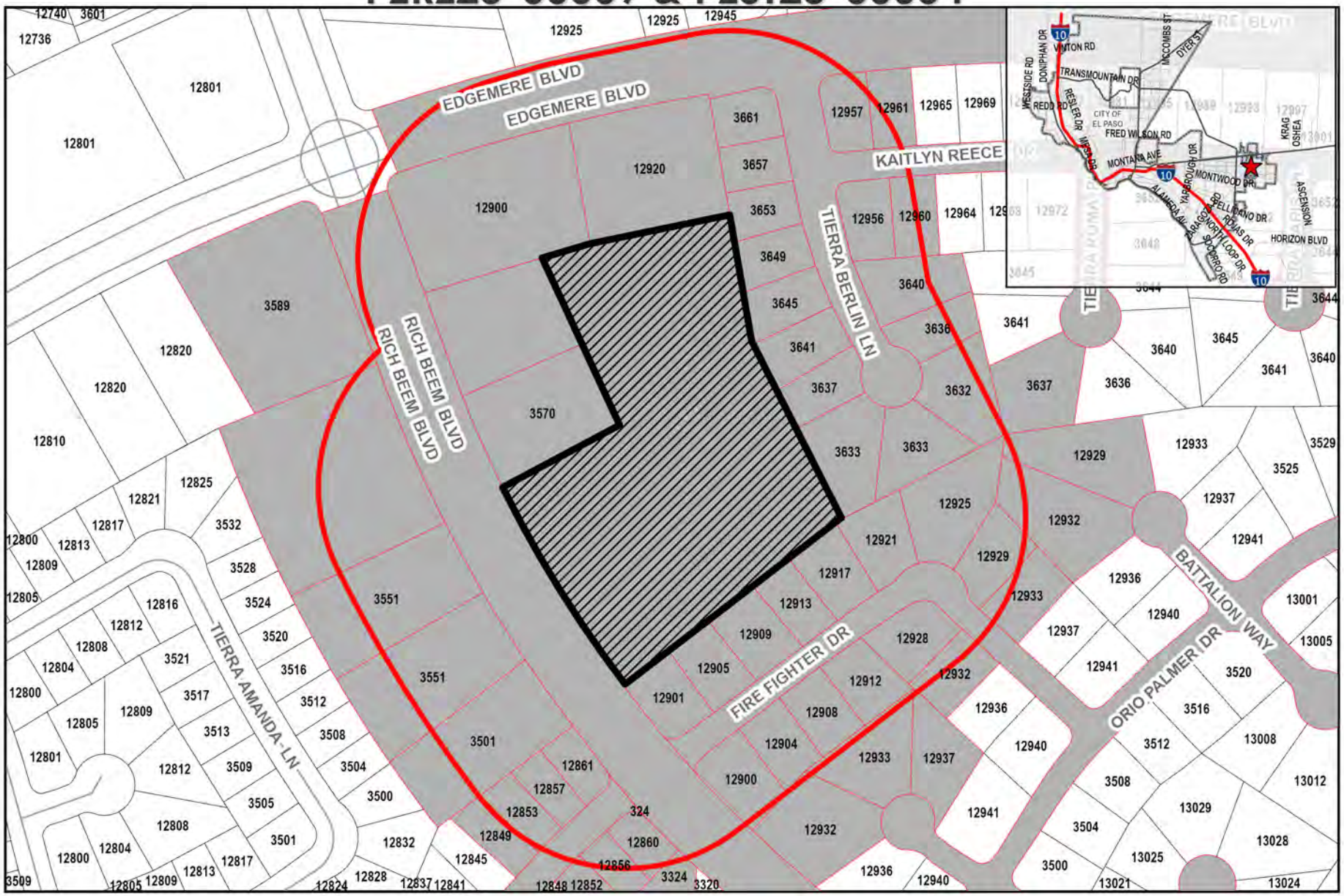
E

Public Input

- The applicant notified the Las Tierras Neighborhood Association of the request.
- Notices were mailed to property owners within 300 feet on August 14, 2025.
- The Planning Division has received one (1) phone call in opposition.

PZRZ25-00009 & PZST25-00004


EDGEMERE BLVD
EDGEMERE BLVD
KAITLYN REECE
TIERRA BERLIN LN
RICH BEEM BLVD
RICH BEEM BLVD
TIERRA AMANDA LN
FIRE FIGHTER DR
BATTALION WAY
ORIO PALMER DR
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Recommendation

Staff and CPC (8-0) recommend **approval with conditions** of the rezoning request. The conditions are as follows:

1. *That a fifteen-foot (15') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.*
2. *That a Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.*

Recommendation

3. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
   a. *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
   b. *Providing outdoor amplified sounds.*
4. *That the following uses be prohibited on the property:*
   - *Office warehouse*
   - *Contractor's yard*
   - *Funeral home*
   - *Crematorium*
   - *Mortuary*

Recommendation

Staff and CPC (8-0) recommended a**pproval** of the Special Permit and Detailed Site Development Plan request.

Mission

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

Vision

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

Values

Integrity, Respect, Excellence, Accountability, People

File #: 25-1374, **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
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST25-00004, to allow for a ballroom on the property described as a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas pursuant to Section 20.04.260 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: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZST25-00004

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 5

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. PZST25-00004, to allow for a ballroom on the property described as a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas pursuant to Section 20.04.260 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: 3550 Rich Beem Blvd.
Applicant: Lawson Apartments LLC, PZST25-00004

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit to allow for a ballroom. City Plan Commission recommended 8-0 to approve the proposed special permit on August 28, 2025. As of November 18, 2025, the Planning Division has received four (4) phone calls of inquiry and one (1) phone call in opposition to the special permit request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00004, TO ALLOW FOR A BALLROOM ON THE PROPERTY DESCRIBED AS A PORTION OF LOT 2, BLOCK 1, IBARRA SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the Lawson Apartments LLC has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for a Ballroom**;** and,

WHEREAS, a report was made by 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 Section 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-2/c (Commercial/conditions) District:

A portion of Lot 2, Block 1, Ibarra Subdivision, 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 Section 20.04.320 of the El Paso City Code to allow for a Ballroom on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the C-2/c (Commercial/conditions) 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 is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST25-00004, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. 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.

ADOPTED this ___ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

_____
Renard U. Johnson
Mayor

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
Russell T. Abeln
Senior Assistant Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Lawson Apartments LLC 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 attached to same Ordinance, and in accordance with the standards identified in the C-2/c (Commercial/conditions) **District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 15 day of October, 2025.

Lawson Apartments LLC

(Signature)

Douglas Alorgbey

(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 16th day of October, 2025, by Douglas D Alorgbey for Lawson Apartments LLC as Applicant.

(Seal)

CLAUDIA S. JACQUEZ
Notary Public, State of Texas
Comm. Expires 04-01-2026
Notary ID 133683085

Notary Public, State of Texas
Signature

Claudia S Jacquez

Printed or Typed Name

My Commission Expires:

04/01/2026

Exhibit "A"

PROPERTY DESCRIPTION

0 RICH BEEM

Description of a parcel of land being a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas, map of said Ibarra Subdivision recorded in Clerk's File #20070092087, El Paso County, Texas, and also being that parcel recorded in Clerk's File #20220052461, El Paso County, Texas and described as follows;

Beginning at a chiseled "V" found for the most southerly corner of said Lot 2, said "V" also marking the most westerly corner of Lot 1, Block 151, Tierra Del Este Unit 37 (recorded in Clerk's File #20050091407, El Paso County, Texas), said "V" also lying on the northeasterly ROW of Rich Beem Boulevard (110' wide), and being the "Point Of Beginning";

Thence, along the northeasterly ROW of Rich Beem Boulevard, 392.45' along the arc of a curve to the right, having a radius of 1945.00', a central angle of 11°33'38", and a chord bearing North 34°43'05" West a distance of 391.78 to a bent 1/2" rebar found for the most southerly corner of that parcel recorded in Clerk's File #20210033439, El Paso County, Texas;

Thence, with the southeasterly boundary line of said parcel recorded in Clerk's File #20210033439, El Paso County, Texas, North 61°58'53" East a distance of 200.00' to a rebar with cap stamped "Landmark", found for the easternmost corner of said parcel recorded in Clerk's File #20210033439, El Paso County, Texas;

Thence, with the northeasterly boundary line of said parcel recorded in Clerk's File #20210033439, North 24°52'58" West passing at a distance of 150.00' a rebar with cap stamped "Landmark" found at the most northerly corner of said parcel recorded in Clerk's File #20210033439, and continuing along the northeasterly boundary of that parcel recorded in Clerk's File #20240054966 an additional 150.00' for a total of 300.00' to a 1/2" rebar found at the most northerly corner of said parcel recorded in Clerk's File #20240054966, also and lying on the southerly boundary line of Lot 1, of said Block 1, Ibarra Subdivision;

Thence, with said southerly boundary line of said Lot 1, North 70°28'46" East a distance of 82.43' to a rebar found at the southeasterly corner of said Lot 1;

Thence, with the southerly boundary line of that parcel recorded in Clerk's File #20170057371, North 75°09'31" East a distance of 233.15' to a 1/2" rebar, found at the northeasterly corner of this parcel, and lying on the westerly boundary line of Block 120, Tierra Del Este Unit 29 (recorded in Clerk's File #20040111909, El Paso County, Texas), and being the northeasterly corner of this parcel;

Thence, with said westerly boundary line of said Block 120, South 12°50'53" East a distance of 209.99' to a 1/2" rebar found at an angle point;

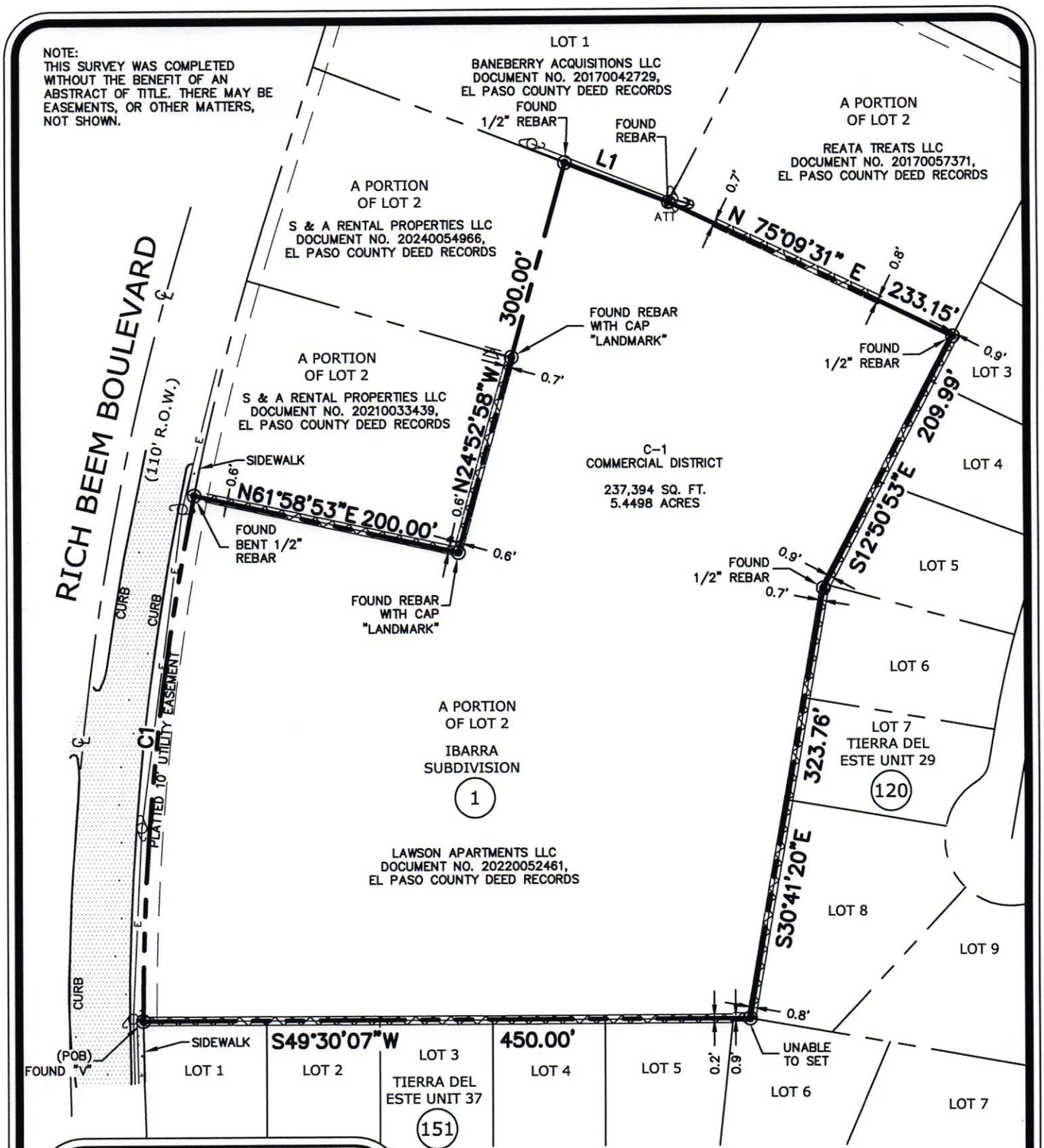
Thence, continuing with said westerly boundary line of said Block 120, South 30°41'20" East a distance of 323.76' to the southeasterly corner of said Lot 2, Block 1, Ibarra Subdivision, also being the southwesterly corner of said Block 120, Tierra Del Este Unit 29, and lying on said northerly boundary of said Block 151, Tierra Del Este Unit 37, and being the southeasterly corner of this parcel;

Thence, with said southerly boundary line of said Lot 2, Block 1, Ibarra Subdivision, and said northerly boundary line of said Block 151, South 49°30'07" West a distance of 450.00' to the "Point Of Beginning" and containing 237,394 sq. ft. or 5.4498 acres.

Based on a field survey performed under my supervision and dated 1/29/2025.

John A Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.
13998 Bradley Road
El Paso, TX. 79938
915-241-1841 TBPEPS FIRM #10001200



IMPROVEMENTS LEGEND

- POWER POLE
- ATT ⊗ AT&T MARKER
- E OVERHEAD ELEC LINE
- GUY WIRE
- ROCK WALL

0' 100' 200'

SCALE:1"=100'

LINE TABLE		
LINE	LENGTH	BEARING
L1	82.43	N70°28'46"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CHORD
C1	392.45	1945.00	11°33'38"	N34°43'05"W	391.78

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

JOHN A EBY TX-5372 NM-17779

STATE OF TEXAS REGISTERED JOHN A EBY 5372 PROFESSIONAL LAND SURVEYOR

TBPELS FIRM #10001200

A PORTION OF LOT 2, BLOCK 1,
IBARRA SUBDIVISION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
DOCUMENT NO.
20070092087

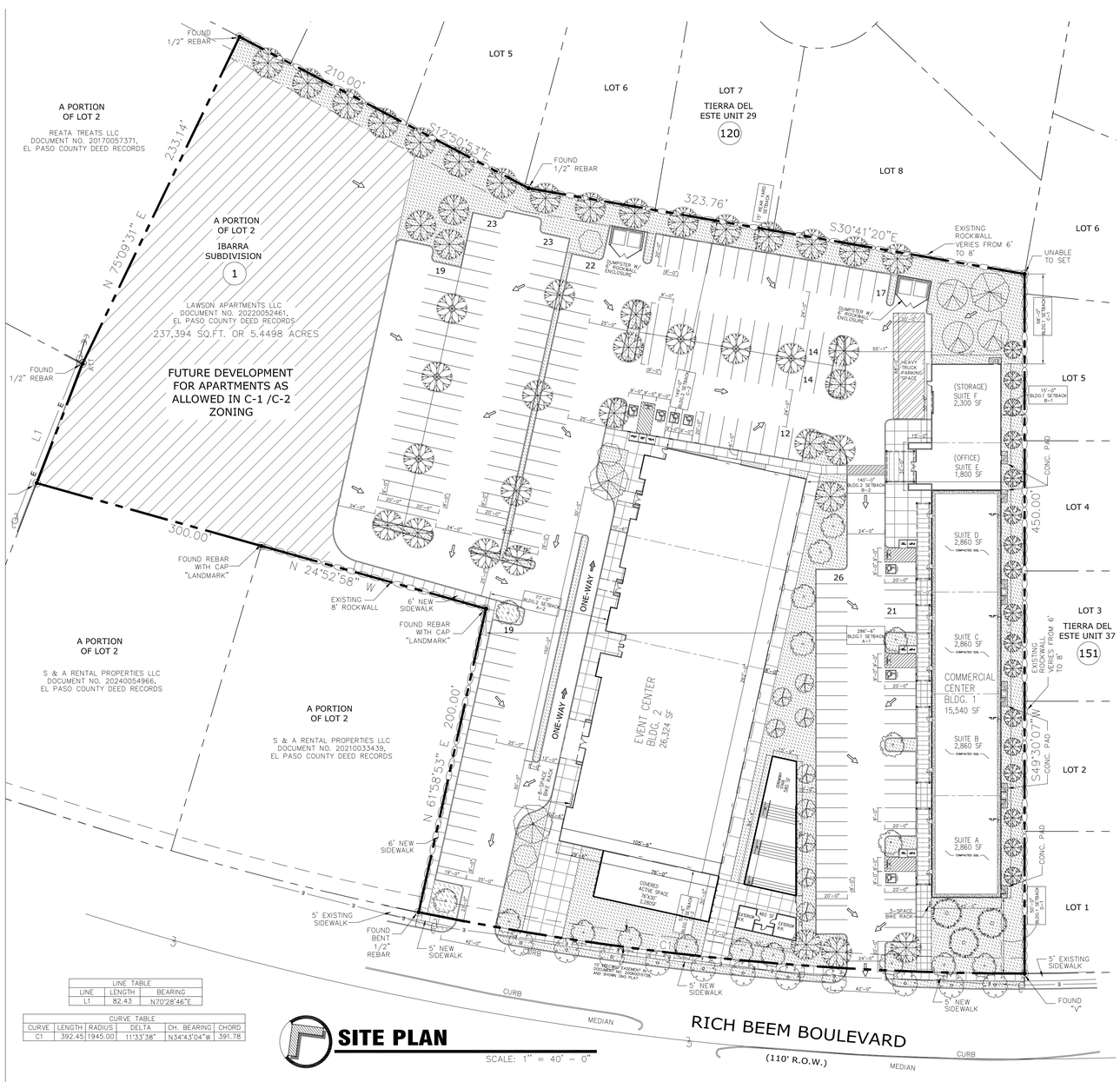
TITLE CO: NONE PROVIDED

FIRM ZONE: X PANEL#: 480212-0175 B DATED: 09/04/1991

DATE OF SURVEY: 01/29/2025 OFFICE: DH FIELD: JAE, AG

PASO DEL NORTE SURVEYING INC.
13998 BRADLEY ROAD, EL PASO, TEXAS 79938
PH. 915-241-1841
FAX 915-855-6925
© COPYRIGHT

EXHIBIT "B"



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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CHORD
C1	392.45	1945.00	11°33'38"	N34°43'04"W	391.78

SITE PLAN

SCALE: 1" = 40' - 0"

LEGEND

- POWER POLE
- ATT ⊗ AT&T MARKER
- OVERHEAD ELEC. LINE
- GUY WIRE
- ROCK WALL
- BIKE RACK
- DRAINAGE DIRECTION
- LANDSCAPE ROCK

C-2 COMMERCIAL DISTRICT - ZONING INFORMATION

YARD AND LOT AREA STANDARDS:

1. MINIMUM FRONT YARD SETBACK: 10 FEET
2. MINIMUM REAR SETBACK: 10 FEET (ABUTS R-ZONE, 8' MASONRY WALL IS EXISTING)
3. MINIMUM SIDE SETBACK: 10 FEET WHEN ABUTTING RESIDENTIAL ZONING (ABUTS R-ZONE, ROCK WALL HEIGHT AROUND PROPERTY VARIES FROM THE MIN. HEIGHT OF 6' TO MAX. HEIGHT OF 8',)
4. MINIMUM SIDE STREET SETBACK:10 FEET
5. MAXIMUM HEIGHT FOR C-2 ZONING DISTRICT : 35 FEET IN HEIGHT.
6. NO MINIMUM REQUIRED LOT SIZE FOR C-2 COMMERCIAL DISTRICT ZONING

ZONING
C-2
LEGAL DESCRIPTION
A PORTION OF LOT 2 IBARRA SUBDIVISION 1 LAWSON APARTMENTS LLC DOCUMENT NO. 20220052461, EL PASO COUNTY DEED RECORDS LAWSON APARTMENTS LLC DOCUMENT NO. 20220052461, EL PASO COUNTY DEED RECORDS 237,394 SQ.FT. OR 5.4498 ACRES

BUILDINGS SETBACKS	
BLDG. 1 (SHOPPING CENTER))	
A-1	SETBACK = 291 FT (FRONT YARD)
B-1	SETBACK = 10 FT (BACK YARD)
C-1	SETBACK = 58 FT (SIDE YARD)
D-1	SETBACK = 50 FT (SIDE YARD)
BLDG. 2 (EVENT CENTER)	
A-2	SETBACK = 77 FT (FRONT YARD)
B-2	SETBACK = 139 FT (BACK YARD)
C-2	SETBACK = 144 FT (SIDE YARD)
D-2	SETBACK = 62 FT (SIDE YARD)

LANDSCAPE ORDINANCE CALCULATIONS

LOT AREA = 237,394 SF
NEW BUILDINGS FOOTPRINT = 41,864 SF
LANDSCAPE AREA REQUIRED = 29,636 SF (237,394 SF - 41,864 SF X .15 = 29,330 SF)
LANDSCAPE AREA PROVIDED = 30,630 SF
REQUIRED UNITS OF PLANT MATERIAL = 30 (29,336 SF OF REQUIRED LANDSCAPE AREA/1000 = 30)

NOTE:

ROCK WALL HEIGHT AROUND PROPERTY VARIES FROM THE MIN. HEIGHT OF 6' TO MAX. HEIGHT OF 8'.

SQUARE FOOTAGE	
TOTAL (SHOPPING CENTER) BLDG 1 SF = 15,540 S.F.	
SUITE A (FUTURE TENANT)	= 2,860 SF
SUITE B (FUTURE TENANT)	= 2,860 SF
SUITE C (FUTURE TENANT)	= 2,860 SF
SUITE D (FUTURE TENANT)	= 2,860 SF
SUITE E (OFFICE)	= 1,800 SF
SUITE F (STORAGE)	= 2,300 SF
TOTAL (EVENT CENTER) BLDG 2 SF	= 26,324 S.F.
EVENT CENTER (ASSEMBLY)	= 19,781 SF
EVENT CENTER (OTHER AREAS)	= 6,543 SF

PARKING REQUIREMENT

BLDG. 1

SUITE A-E (SHOPPING CENTER)

MIN. 13,240 / 288 SF. GFA = 46
MAX 13,240 / 200 SF. GFA = 67

SUITE F (OFFICE / STORAGE)

MIN. 2,300 / 576 SF. GFA = 4
MAX 2,300 / 400 SF. GFA = 6

BLDG. 2

EVENT CENTER (BALLROOM ASSEMBLY)

MIN. 19,781 / 144 SF. GFA = 137
MAX 19,781 / 100 SF. GFA = 198

EVENT CENTER (BALLROOM OTHER AREAS)

MIN. 6,543 / 288 SF. GFA = 23
MAX 6,543 / 200 SF. GFA = 33

TOTAL MIN. PARKING SPACES NEEDED = 50
FOR (SHOPPING CENTER) BLDG. 1

TOTAL MIN. PARKING SPACES NEEDED = 160
FOR (EVENT CENTER) BLDG. 2

TOTAL PARKING SPACES PROVIDED = 210
TOTAL HEAVY TRUCK SPACES PROVIDED = 1

NOTE: ACCESSIBLE PARING SPACES ARE INCLUDED IN THE COUNT OF 210 PARKING SPACES PROVIDED.

ACCESSIBLE PARKING REQUIREMENT

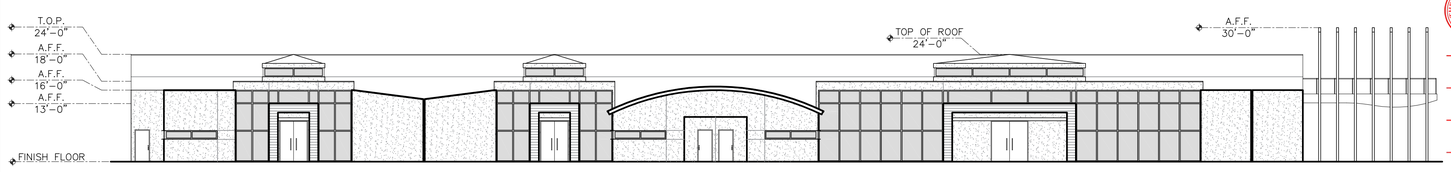
MIN. REQUIRED PARKING SPACES = 7

TOTAL ACCESSIBLE PARKING PROVIDED = 7

BICYCLE SPACES REQUIRED

TOTAL BICYCLE SPACES REQUIRED = 8
FOR (EVENT CENTER)

TOTAL BICYCLE SPACES REQUIRED = 3
FOR (SHOPPING CENTER)



(NORTH) EVENT CENTER FRONT ELEVATION

SCALE: 1/16" = 1' - 0"

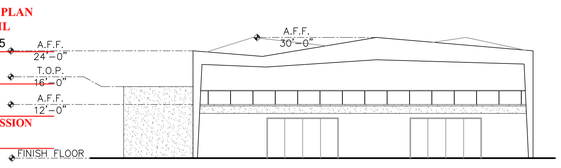
PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

10/23/2025
DATE

APPLICANT

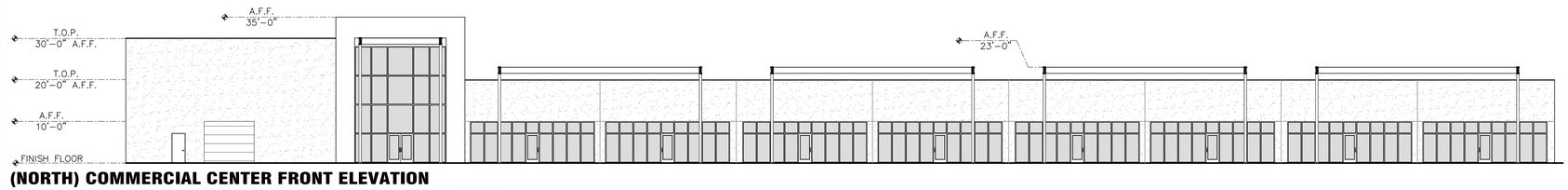
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER



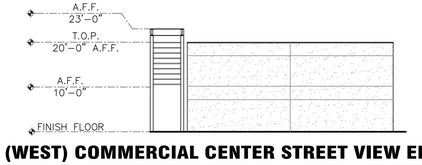
(WEST) EVENT CENTER STREET VIEW ELEVATION

SCALE: 1/16" = 1' - 0"



(NORTH) COMMERCIAL CENTER FRONT ELEVATION

SCALE: 1/16" = 1' - 0"



(WEST) COMMERCIAL CENTER STREET VIEW ELEVATION

SCALE: 1/16" = 1' - 0"

IDEA
an invention think team
310 n. mesa st., suite 211
el paso, texas 79901
(c) 915.588.6121
www.enviroidea.com

RICARDO BADILLAS JR. 12781 REGISTERED ARCHITECT STATE OF TEXAS
4/28/2025

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PROJECT:
RELEASE DATE:
REVISIONS: 1 2 3

EVENT CENTER / SHOPPING CENTER

DETAILED SITE DEVELOPMENT PLAN

3550 RICH BEEM
EL PASO, TEXAS 79938

AC1.1
SITE PLAN

| UNEXPECTED | INFINITE | VISIONARY | CAPABLE | CURIOUS | INVENTIVE | RADICAL | DYNAMIC | ORIGINAL | INTUITIVE | POETIC | INTELLIGENT | INSPIRED | UNCONVENTIONAL | DREAMER |

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ZONING

3550 Rich Beem

City Plan Commission — August 28, 2025

SPECIAL PERMIT

CASE NUMBER:	**PZST25-00004**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Lawson Apartments LLC
REPRESENTATIVE:	Guillermo Barajas
LOCATION:	3550 Rich Beem Blvd. (District 5)
PROPERTY AREA:	5.45 acres
EXISTING ZONING:	C-1 (Commercial) – proposed to be rezoned to C-2 (Commercial)
REQUEST:	Special Permit and Detailed Site Development Plan approval for a ballroom
RELATED APPLICATIONS:	Rezoning Application PZRZ25-00009
PUBLIC INPUT:	Four (4) phone calls of inquiry and one (1) phone call in opposition as of August 21, 2025

SUMMARY OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval for a proposed ballroom in a proposed C-2 (Commercial) zone district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit and detailed site development plan requests for a ballroom and shopping center. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G-4, Suburban (Walkable) Future Land Use designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

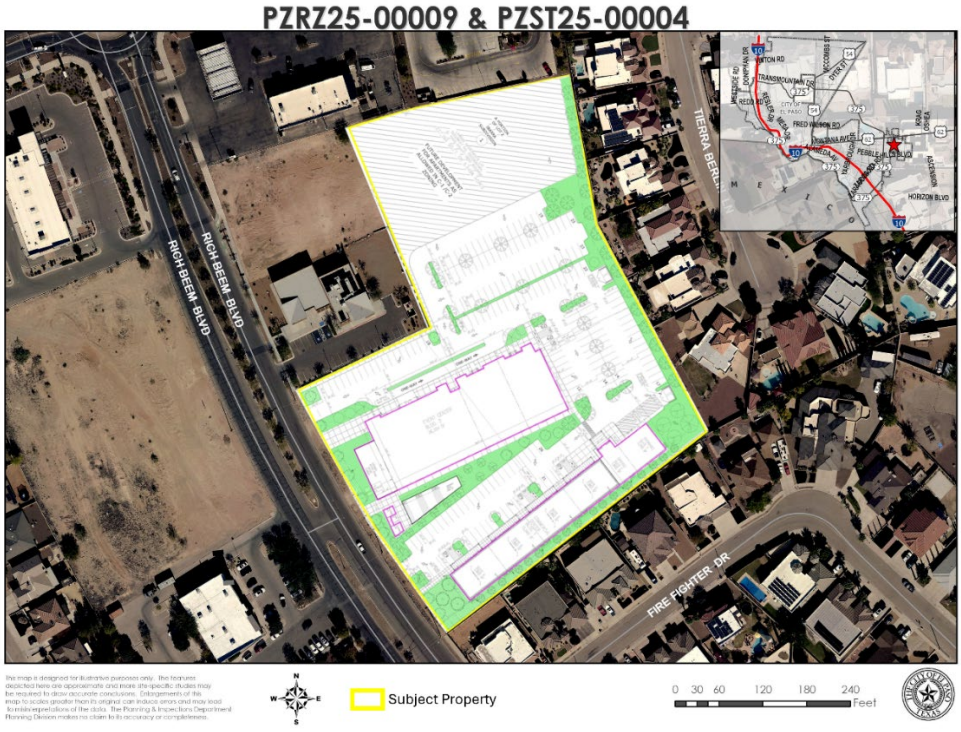


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting review and approval of a special permit and detailed site development plan for a proposed ballroom in a proposed C-2 (Commercial) zone district. The subject property is approximately 5.45 acres in size. The Detailed Site Development Plan (Attachment 2) shows a proposed 26,324 square feet building to be used as a ballroom with a max height of thirty feet (30') and a proposed 15,540 square feet building to be used a shopping center with a height of thirty-five feet (35'). The detailed site development plan also includes a shopping center, which is permitted by right in a C-2 (Commercial) zone district. The development requires 210 parking spaces, including seven (7) accessible spaces as well as eleven (11) bicycle spaces. The applicant will be providing the minimum number of required parking spaces. Access to the subject property is proposed from Rich Beem Boulevard. The site plan is being reviewed for compliance with Title 20 of the El Paso City Code and is binding.

PREVIOUS CASE HISTORY: On April 22, 2003, City Council passed Ordinance No. 15428, that rezoned the property from R-3 (Residential) to C-1 (Commercial).

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The detailed site development plan demonstrates compliance with all other applicable standards per El Paso City Code.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of *Plan El Paso* and the G-4, Suburban (Walkable) Land Use designation. The proposed development will integrate with existing commercial and residential development and provide additional commercial uses that will serve the surrounding area.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Rich Beem Boulevard which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for commercial development.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No impact is anticipated from the approval of the proposed special permit and detailed site development plan. The proposed development will adhere to zoning requirements and will not pose a risk to neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. The 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 subject property will provide adequate landscaping as required per Section 18.46 of the El Paso City Code.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed development is compatible with other commercial uses in the area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. There are no expected impacts to the adjacent properties. A fifteen-foot (15') landscaped buffer will be provided along property lines adjacent to residential zoning districts.

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:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed development meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of *Plan El Paso.* The proposed zoning is compatible with the future land use designation as it will provide additional commercial uses that will serve the surrounding area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-2 (Commercial) District:** The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes. The proposed C-2 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-1 (Commercial) and R-5 (Residential) zoning districts in the surrounding area.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts of 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.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is generally stable, with one rezoning in the last 10 years in which a nearby property was rezoned from C-1 (Commercial) to C-2 (Commercial) and granted a special permit to allow for the use of a ballroom.
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 a stable area of the city. The established neighborhood consists of commercial retail, medical offices, restaurants, and single-family dwellings.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access is proposed from Rich Beem Boulevard, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Existing infrastructure and services are adequate to serve the proposed development. There is one (1) bus stop located within walking distance (0.25 miles) and the subject property is located 0.37 miles from the Sun Metro Upper Eastside Transit Center. Furthermore, a five-foot (5') sidewalk will be provided along Rich Beem Boulevard abutting the subject property that will provide pedestrian connectivity with existing sidewalks in the area.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of the Las Tierras Neighborhood Association, which was notified by the applicant. Public notices were mailed to property owners within 300 feet on August 14, 2025. As of August 21, 2025, the Planning Division has received four (4) phone calls of inquiry and one (1) phone call in opposition from the public of the request. The opposition consisted of concerns for noise and traffic of the proposed development.

RELATED APPLICATIONS: A Rezoning application (PZRZ25-00009) is running concurrently with this special permit request to rezone the property from C-1 (Commercial) to C-2 (Commercial) to allow for the use of ballroom.

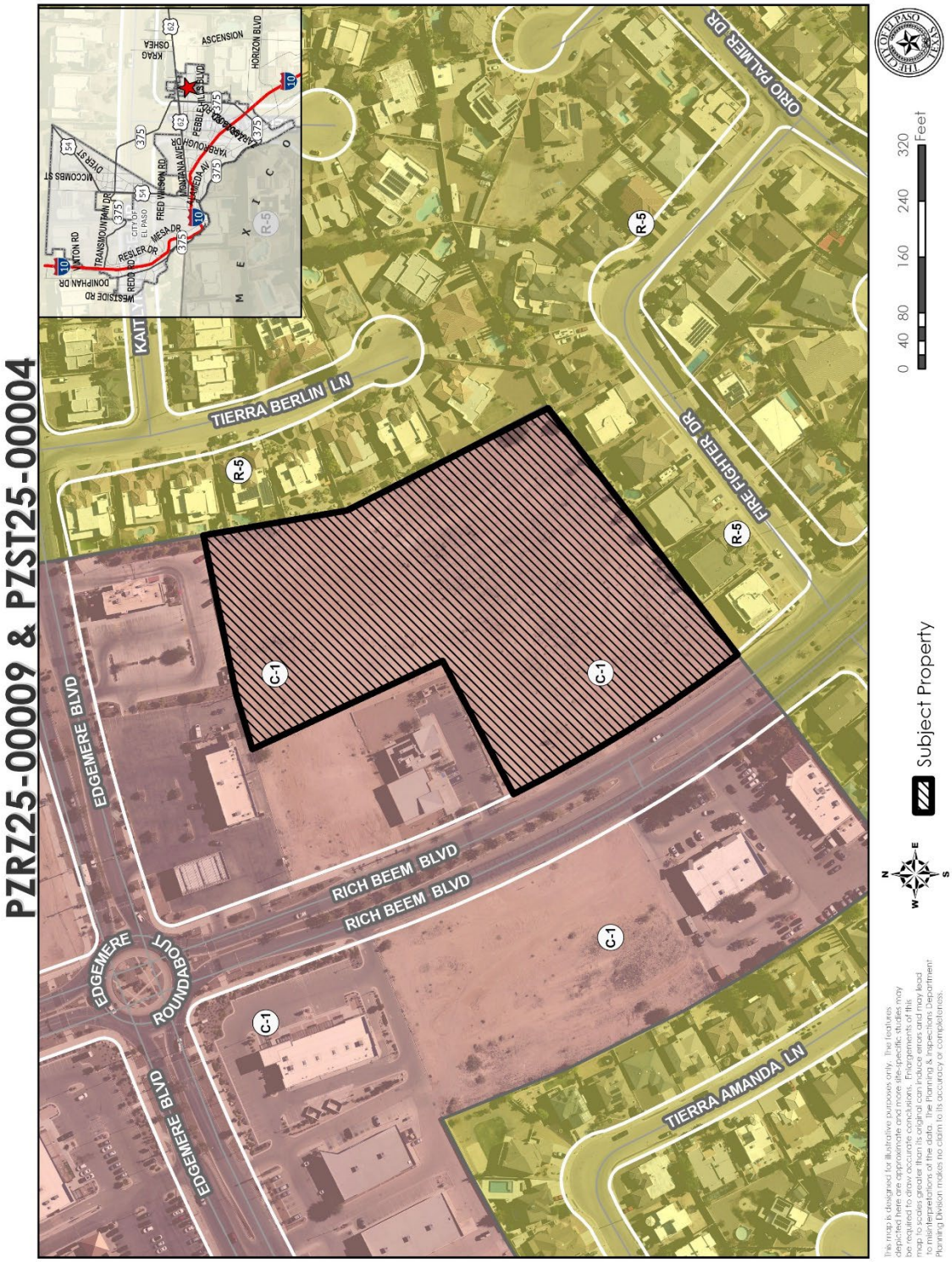
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

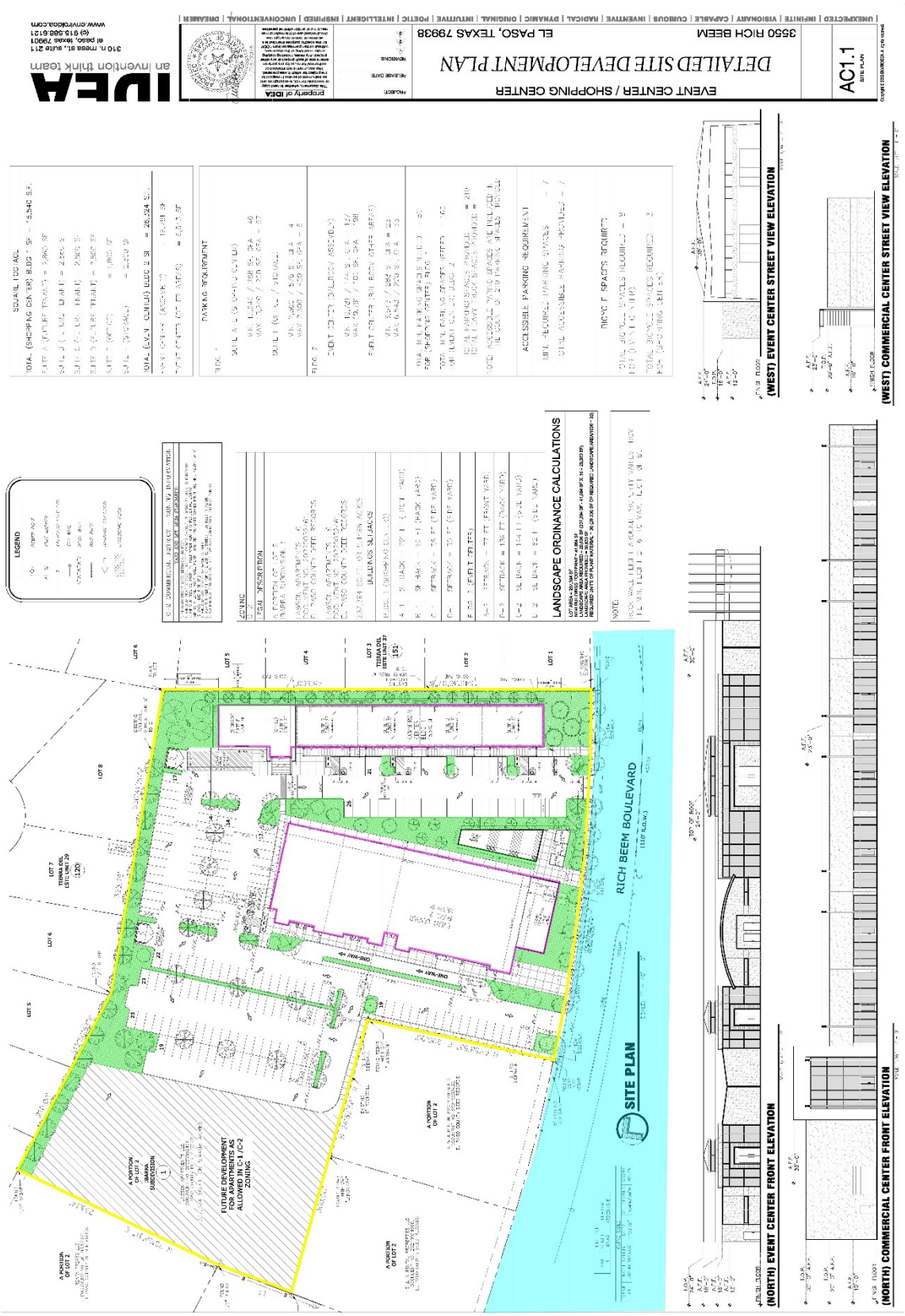
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development Plan
3. Elevations
4. Ordinance No. 15428
5. Department Comments
6. Neighborhood Notification Boundary Map

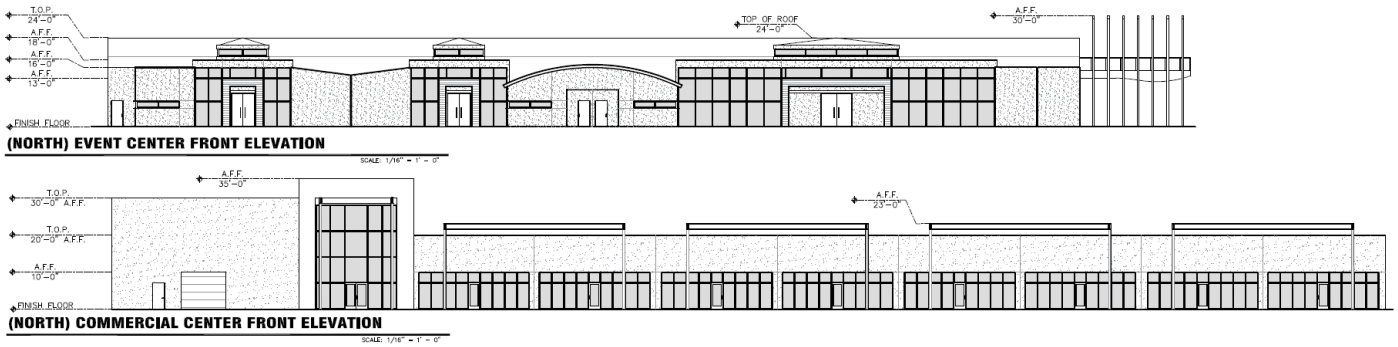
ATTACHMENT 1

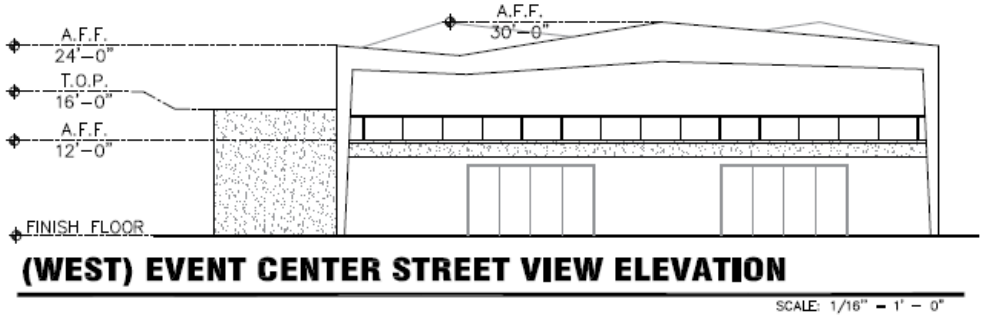


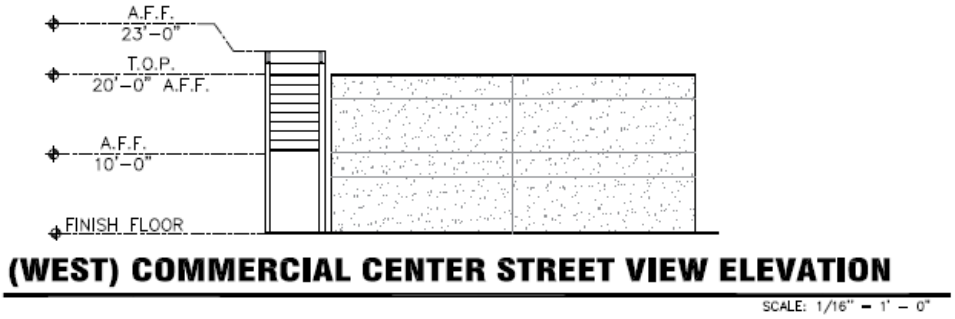
ATTACHMENT 2



ATTACHMENT 3







ATTACHMENT 4

15I-18 19H

D[redacted] 20030041164

ORDINANCE NO. 15428

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF SECTIONS 34, 35, 38, 39 AND 46, BLOCK 79, TOWNSHIP 2, TEXAS & PACIFIC RAILROAD COMPANY SURVEYS, EL PASO, EL PASO COUNTY, TEXAS (SOUTH OF MONTANA AVENUE AND WEST OF ZARAGOZA ROAD) AS FOLLOWS: PARCEL 1, FROM R-3 (RESIDENTIAL) TO C-4/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; PARCEL 2, FROM R-3 (RESIDENTIAL) TO S-D (SPECIAL DEVELOPMENT); PARCEL 3, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 4, FROM R-3 (RESIDENTIAL) TO C-1 (COMMERCIAL); PARCEL 5, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 6, FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL); PARCEL 7, FROM R-3 (RESIDENTIAL) TO C-3/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; PARCEL 8, FROM R-3 (RESIDENTIAL) TO C-2 (COMMERCIAL); PARCEL 9, FROM R-3 (RESIDENTIAL) TO C-3/C (COMMERCIAL/CONDITIONS) AND IMPOSING CERTAIN CONDITIONS; AND PARCEL 10, FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL). THE PENALTY IS AS PROVIDED IN SECTION 20.68.010 OF THE EL PASO MUNICIPAL CODE.

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

That the zoning of *a portion of Sections 34, 35, 38, 39 and 46, Block 79, Township 2, TEXAS & PACIFIC RAILROAD COMPANY SURVEYS, El Paso, El Paso County, Texas,* as more particularly described by metes and bounds in the attached Exhibit "A", be changed, within the meaning of the zoning ordinance, as follows:

Parcel 1 (36.243 acres):	from R-3 (Residential) to C-4/c (Commercial/conditions);
Parcel 2 (89.764 acres):	from R-3 (Residential) to S-D (Special Development);
Parcel 3 (74.835 acres):	from R-3 (Residential) to R-5 (Residential);
Parcel 4 (51.401 acres):	from R-3 (Residential) to C-1 (Commercial;)
Parcel 5 (204.043 acres)	from R-3 (Residential) to R-5 (Residential);
Parcel 6 (480.867 acres)	from R-3 (Residential) to R-5 (Residential);
Parcel 7 (14.738 acres):	from R-3 (Residential) to C-3/c (Commercial/conditions);
Parcel 8 (7.364 acres):	from R-3 (Residential) to C-2 (Commercial);
Parcel 9 (39.865 acres):	from R-3 (Residential) to C-3/c (Commercial/conditions); and
Parcel 10 (20.138 acres):	from R-3 (Residential) to C-3 (Commercial);

and that the zoning map of the City of El Paso be revised accordingly; and

That Parcels 1, 7, and 9 be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning **from R-3 (Residential) to C-3/c and C-4/c (Commercial/conditions)** in order to protect the health, safety and welfare of adjacent property owners and the residents of this city:

Parcel 1

1. A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.
2. Prior to the issuance of any building permits, a detailed site plan shall be reviewed and approved by the City Plan Commission.

Parcel 7

A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.

Parcel 9

A ten-foot (10') wide landscaped buffer to include, but not be limited to, evergreen trees placed at 15 foot intervals on center along the property line where abutting residential zoning districts. This requirement shall be in addition to the requirements of the Landscaping Ordinance of the El Paso Municipal Code.

These conditions run with the land, are a charge and servitude thereon, and bind the current property owner and any successors in title. The City may enforce these conditions by injunction, by rescission of the zoning which is made appropriate as a result of these conditions, or by any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above conditions in its discretion without the consent of any third person who may be benefitted thereby, and without affecting the validity of this ordinance.

PASSED AND APPROVED this **22nd** day of **April, 2003**.

THE CITY OF EL PASO

Raymond C. Caballero
Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

(Signatures continued on following page)

APPROVED AS TO FORM:

Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT:

Rodolfo Valdez, Chief Urban Planner
Planning, Research & Development

Acknowledgment

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 22nd day of April, 2003, by RAYMOND C. CABALLERO as Mayor of **THE CITY OF EL PASO.**

My Commission Expires:

CECILIA FLORES
NOTARY PUBLIC
In and for the State of Texas
My commission expires 10-06-2006

Notary Public, State of Texas
Notary's Printed or Typed Name:

MW:pmc\#90689\ZON/PLA\Y6 15428 3 3/28/2003

ORDINANCE NO. **Zoning Case No. ZC-02058**

263

ATTACHMENT 5

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL** of the special permit and detailed site development plan requests for a ballroom and shopping center. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G-4, Suburban (Walkable) Future Land Use designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division
No objections to the proposed rezoning.

Planning and Inspections Department – Land Development
No objections to the proposed rezoning.

Fire Department
No adverse comments

Police Department
The 9-1-1 District has no comments or concerns regarding this zoning.

Environment Services
No comments received.

Sun Metro
No comments received.

Streets and Maintenance Department
Traffic & Transportation Engineering
No TIA is required.

Streets Lighting:
Street Lights Department does not object to this request.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
Indicate that any damaged structure must be restored to the same or better condition. This applies to asphalt, concrete, manholes, and water valves.

When installing sidewalks, ensure compliance with Municipal Code Chapter 19.21 governing sidewalks and Chapter 13.04.020 specifying sidewalk standards.

For all proposed/improvement within city ROW please to follow DSC and include construction detail information.

El Paso Water
EPWater-PSB does not object to this request.

The subject property is located within the City of El Paso Annexation Service Area. Annexation fees will be assessed and collected at the time the EPWater-PSB receives an application for water and sewer services.

Water and sanitary sewer main extensions within a PSB easement may be required to provide service. The water main shall be extended to create a looped water system. EPWater-PSB requests that the site be graded so that sanitary sewer service may be provided by gravity. All costs associated with the extension of the water and sanitary sewer mains and easement acquisition are the responsibility of the Owner/Developer. The owner's engineer is to coordinate with EPWater-PSB for water and sanitary sewer design.

Water
There is an existing 16-inch diameter water main that extends along Rich Beem Blvd., located approximately 73-feet east of the west right-of-way line. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations.

Sanitary Sewer
There is an existing 12-inch diameter sanitary sewer main that extends along Rich Beem Blvd., located approximately 45-feet east of the west right-of-way line. This main is approximately 24-feet deep. This main can be extended to provide service.

General
No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easement(s). There shall be at least a 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated for public water and/or sanitary sewer facilities shall comply with EPWater-PSB Easement Policy. The PSB easement(s) shall be improved to allow the operation of EPWater-PSB maintenance vehicles. EPWater-PSB requires access to the proposed water facilities, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
EPWater-SW has no issue with this property's storm sewer discharge; it seems like Tierra del Este Unit #29 & #34 included this property in their drainage computations.

However, we recommend using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District
No comments received.

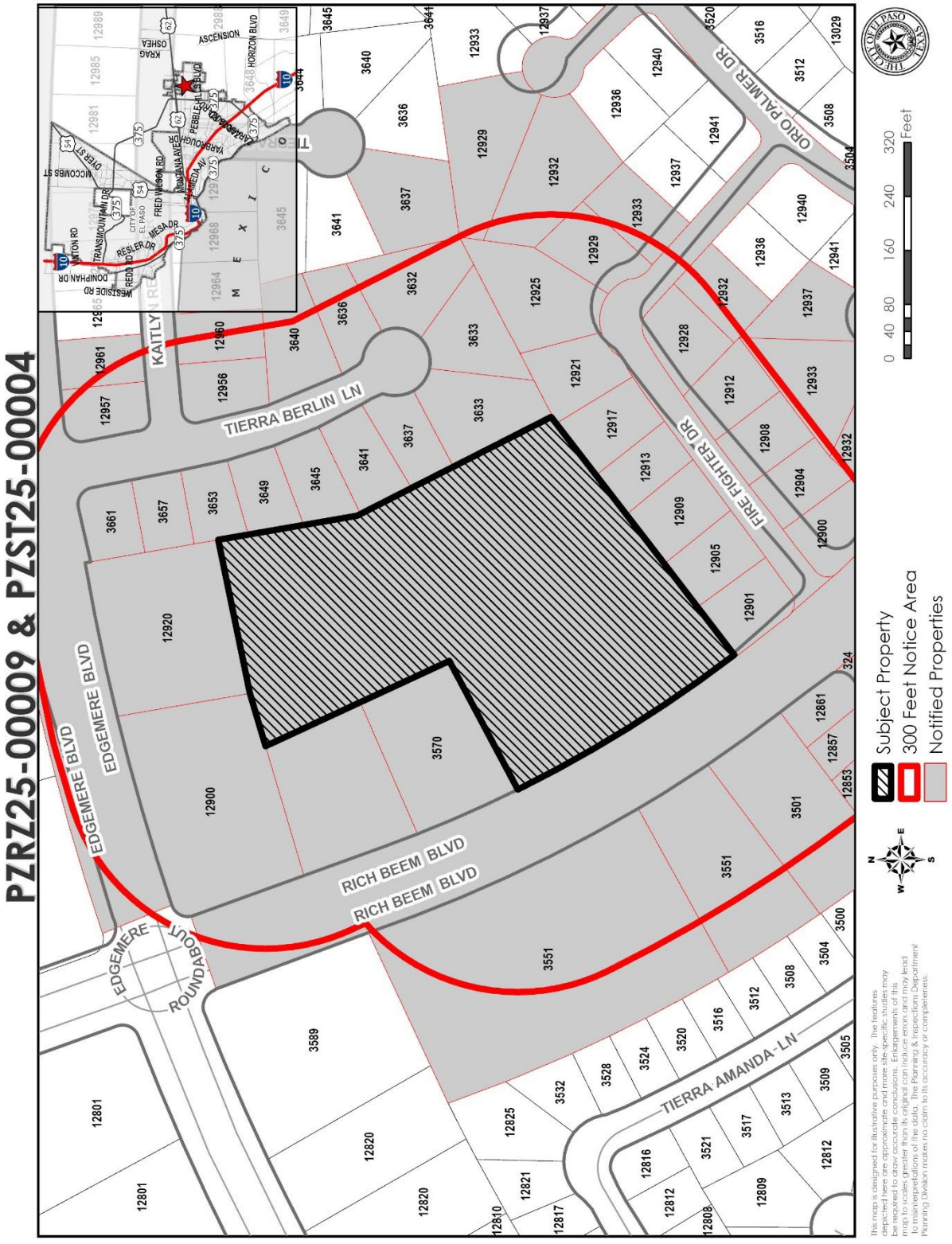
Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
Texas Gas Service will need an easement to provide gas service to the new development.

El Paso Electric
We have no comments for 3550 Rich Beem Blvd.

ATTACHMENT 6



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	DOUGLAS DOE ALORGBEY
Business Name	LAWSON APARTMENTS, LLC
Agenda Item Type	Rezoning/Special Permit
Relevant Department	Planning and Inspections

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contrib tions or donations totaling an aggregate of $500 or more to the following City Council member(s) during t eir campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 01/23/2025

ITEM 29 and 30

3550 Rich Beem

Rezoning and Special Permit

PZRZ25-00009

PZST25-00004

Strategic Goal 3.

Promote the Visual Image of El Paso

PZRZ25-00009 & PZST25-00004

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.

N W E S

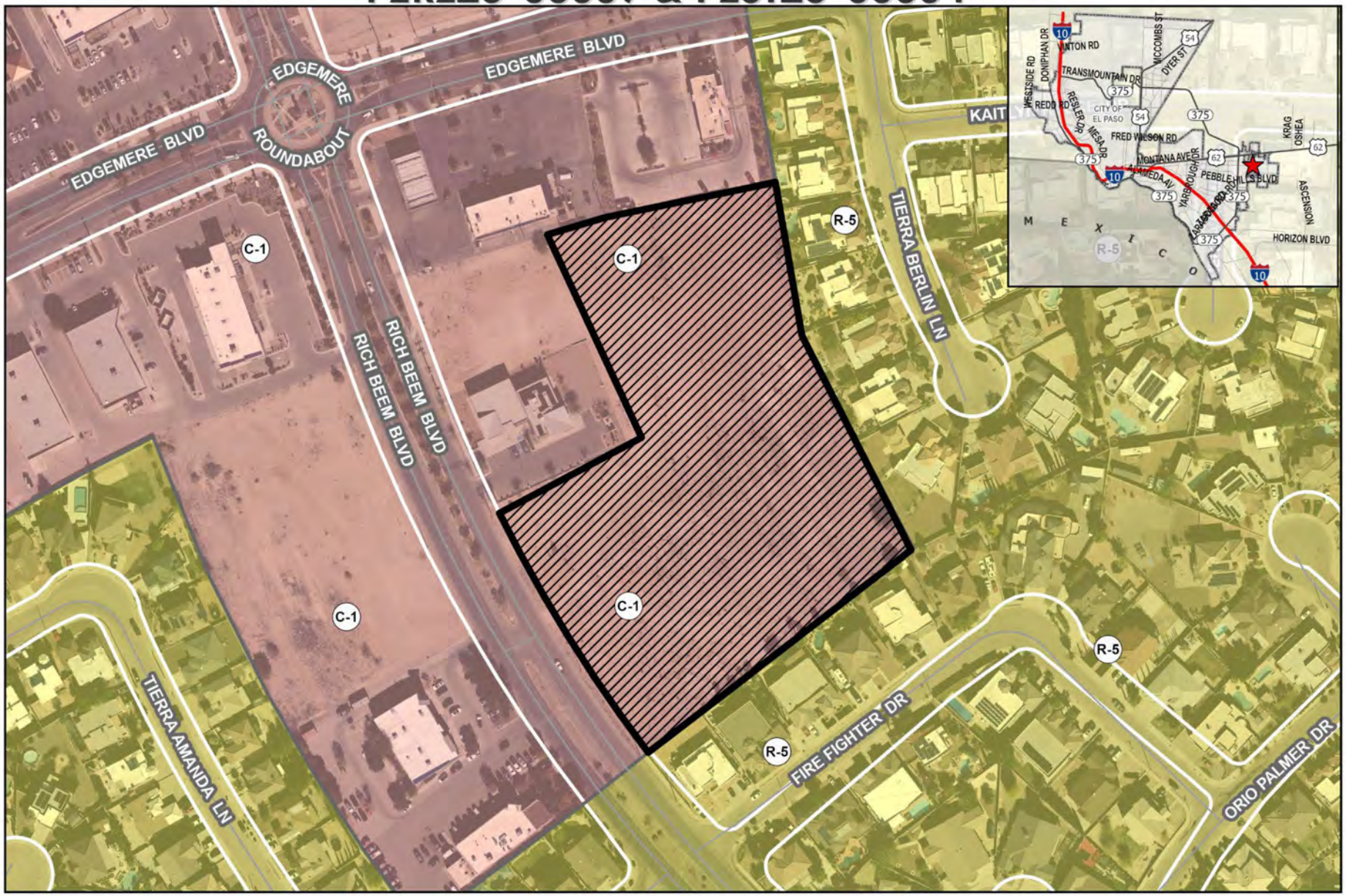
Subject Property

0 40 80 160 240 320 Feet

THE CITY OF EL PASO TEXAS

Aerial

PZRZ25-00009 & PZST25-00004



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N W E S

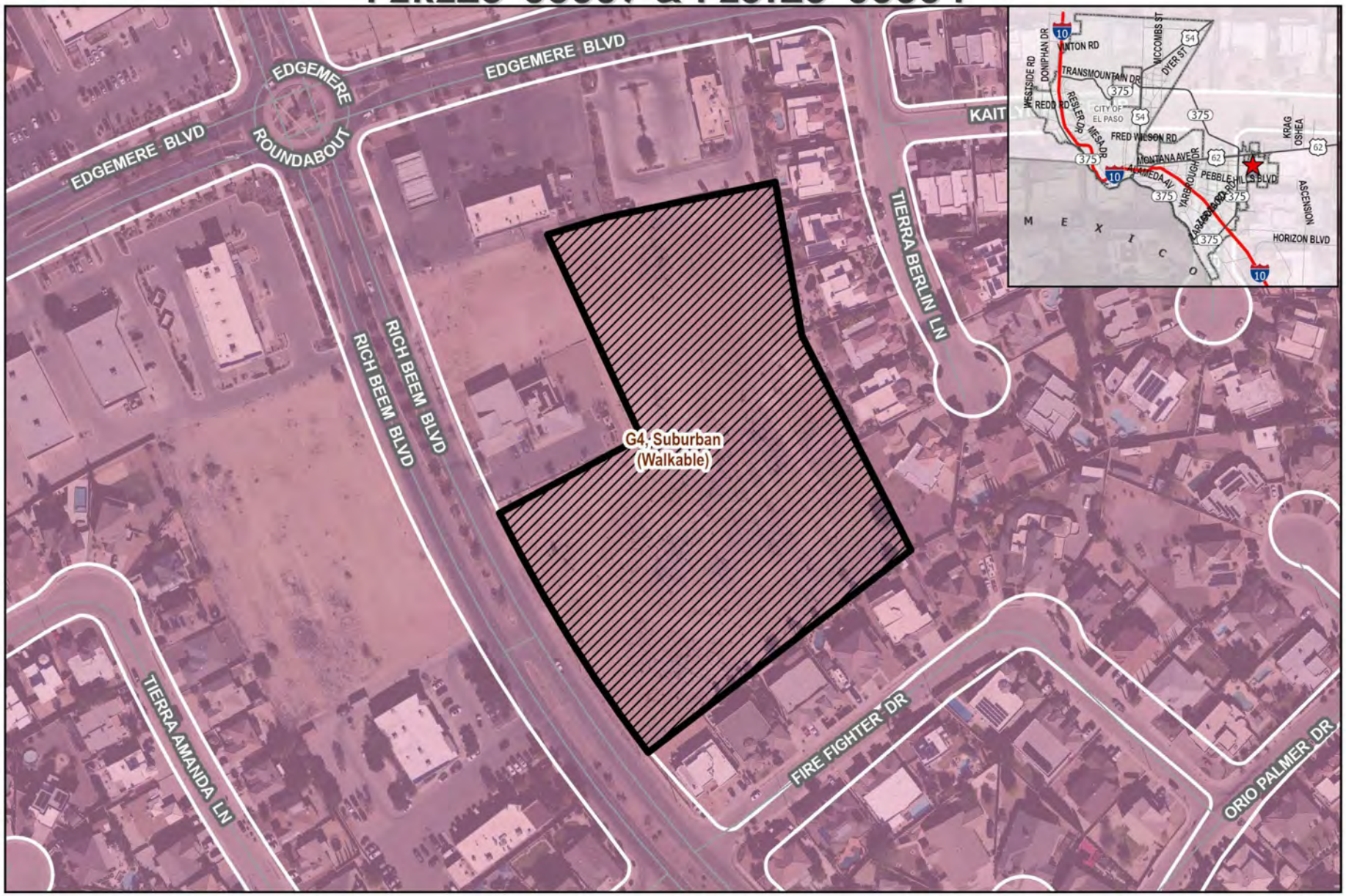
Subject Property

0 40 80 160 240 320 Feet

THE CITY OF EL PASO TEXAS

Existing Zoning

PZRZ25-00009 & PZST25-00004



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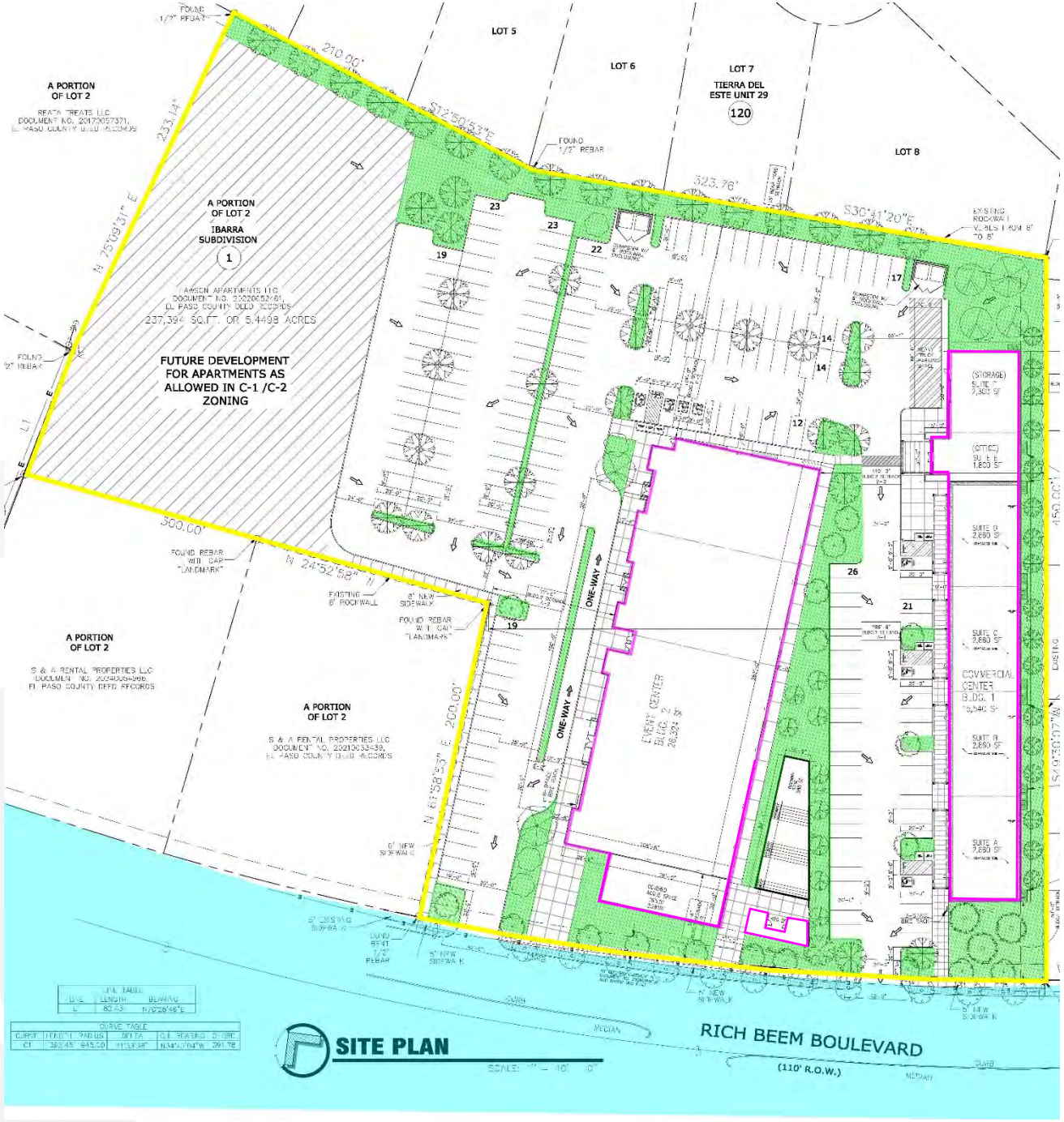
Future Land Use Map

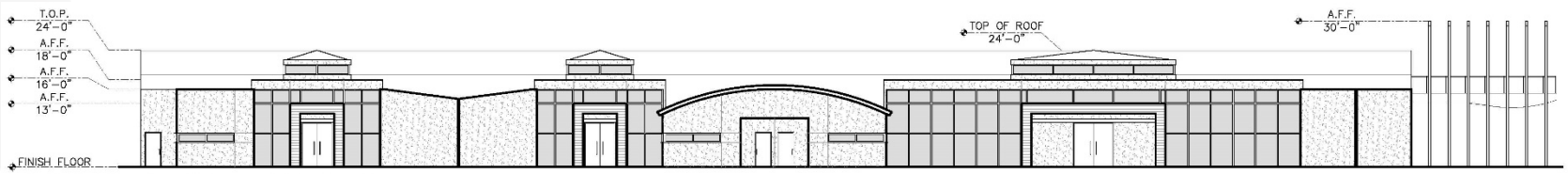
G-4, Suburban (Walkable): This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.



Detailed Site Plan

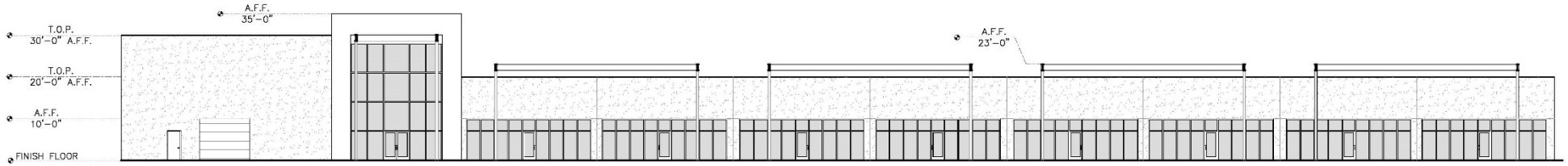
Elevations

Max Height: 30’



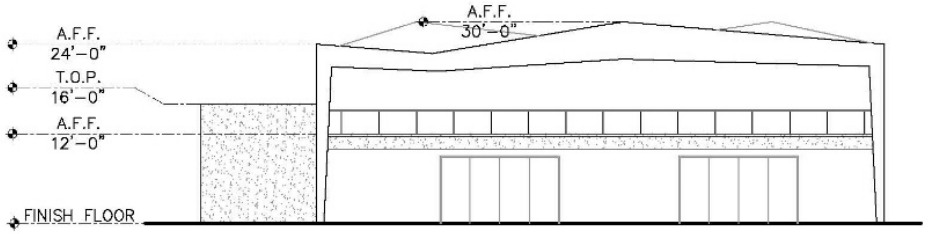
(NORTH) EVENT CENTER FRONT ELEVATION

SCALE: 1/16" = 1' – 0"



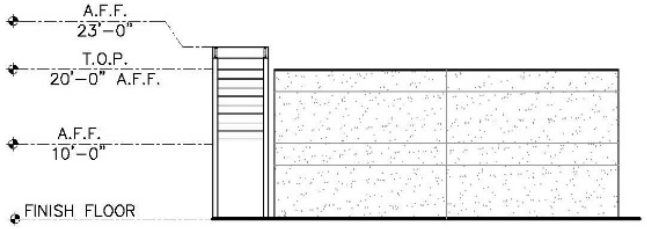
(NORTH) COMMERCIAL CENTER FRONT ELEVATION

SCALE: 1/16" = 1' – 0"



(WEST) EVENT CENTER STREET VIEW ELEVATION

SCALE: 1/16" = 1' – 0"



(WEST) COMMERCIAL CENTER STREET VIEW ELEVATION

SCALE: 1/16" = 1' – 0"

PZRZ25-00009 & PZST25-00004

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N W E S

Subject Property

0 30 60 120 180 240 Feet

THE CITY OF EL PASO TEXAS

Detailed Site Plan

Subject Property

Surrounding Development

N

W

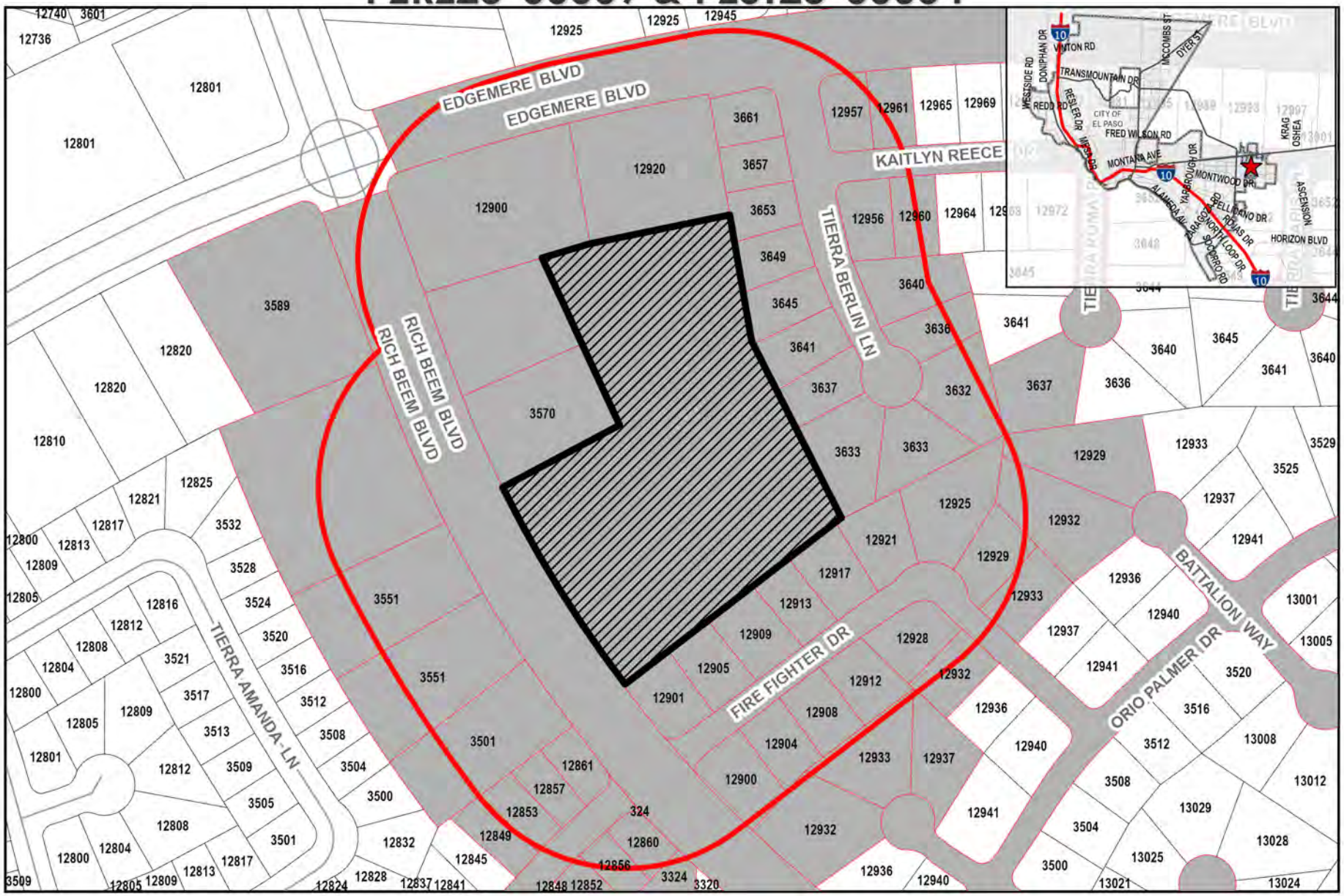
S

E

Public Input

- The applicant notified the Las Tierras Neighborhood Association of the request.
- Notices were mailed to property owners within 300 feet on August 14, 2025.
- The Planning Division has received one (1) phone call in opposition.

PZRZ25-00009 & PZST25-00004



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Notice Map

50 Notices Sent
61 Properties

Recommendation

Staff and CPC (8-0) recommend **approval with conditions** of the rezoning request. The conditions are as follows:

1. *That a fifteen-foot (15') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.*
2. *That a Detailed Site Development Plan shall be reviewed and approved as per El Paso City Code prior to issuance of any certificates of occupancy or certificates of completion.*

Recommendation

3. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
   a. *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
   b. *Providing outdoor amplified sounds.*
4. *That the following uses be prohibited on the property:*
   - *Office warehouse*
   - *Contractor's yard*
   - *Funeral home*
   - *Crematorium*
   - *Mortuary*

Recommendation

Staff and CPC (8-0) recommended a**pproval** of the Special Permit and Detailed Site Development Plan request.

Mission

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

Vision

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

Values

Integrity, Respect, Excellence, Accountability, People

File #: 25-1414, **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 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alex Alejandre, (915) 212-1642

AGENDA LANGUAGE:

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

An Ordinance Vacating a portion of Resler Drive Right-of-Way located on a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, El Paso County, Texas.

Subject Property: South of Paseo Del Norte Rd. and West of Resler Dr.
Applicant: Jacob Harris, Plexxar Unit #1 LLC. SURW25-00011

RECEIVED
By City Clerk's Office at 5:17 pm, Nov 25, 2025

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 12/2/2025

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

DISTRICT(S) AFFECTED: 1

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 portion of Resler Drive Right-of-Way located on a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas.

Subject Property: South of Paseo Del Norte Rd. and West of Resler Dr.
Applicant: Jacob Harris, Plexxar Unit #1 LLC. SURW25-00011

BACKGROUND / DISCUSSION:

The applicant is requesting to vacate a portion of Resler Dr. ROW, vacation consitis of portion outside of the travel lanes and sidewalk and consists of an area encumbered by multiple utility easements, applicant's intent is to utilize the vacated area for parking and landscaping. City Plan Commission recommended 5-0 to approve the proposed vacation on August 14, 2025. As of 11/12/2025 the Planning Division has received one email in support of the vacation request, and no opposition. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Notices of the proposed right-of-way vacation were sent on July 28, 2025 to all property owners within 200 feet of the subject property. Legal notice was placed in the El Paso Times on July 28, 2025 informing of the scheduled August 14, 2025 City Plan Commission hearing.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Please see attached campaign contribution form.

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF RESLER DRIVE RIGHT-OF-WAY LOCATED ON A 0.172-ACRE PORTION OF TRACT 1B, S.J. LARKIN SURVEY 266, 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 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a portion of Resler Drive Right-of-way located on a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, 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 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference is hereby vacated, subject to the following condition:

The vacated right-of-way shall be subject to a grant of public utility easements from the abutting property owner to the utility companies that have installations within the vacated right-of-way, and which are further described and identified in Exhibit "B".

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 Plexxar Unit #1 LLC.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

(Quitclaim Deed on following page)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
}
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars ($10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto **Plexxar Unit #1 LLC** (the "Grantee") whose address is 1865 Northwestern Drive, El Paso, TX 79912, all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____ , passed and approved by the City Council of the City of El Paso and described as **A 0.172-ACRE PORTION OF TRACT 1B, S.J. LARKIN SURVEY 266, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____day of _____, 2025.

CITY OF EL PASO

_____
Dionne Mack, City Manager

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 20__, by Dionne Mack, as City Manager for the CITY OF EL PASO.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

_____

AFTER FILING RETURN TO:

Plexxar Unit#1 LLC
1865 Northwestern Dr.
El Paso, Texas 79912

EXHIBIT A

Property description: A 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266 (September 10, 1949, Book 945, Page 405, Deed Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument found at the intersection of Resler Drive (130-foot right-of-way; January 9, 2002, Book 4197, Page 364, Deed Records, El Paso County, Texas) and Helen of Troy Drive (90-foot right-of-way; April 4, 2020, unrecorded City of El Paso Resolution); Thence, 70.06 feet along the arc of a curve to the right, having a radius of 1940.00 feet, a central angle of 2°04'09", and a chord which bears North 40°13'13" West, a distance of 70.06 feet; Thence, South 50°48'52" West, a distance of 65.00 feet to the common boundary between Resler Drive right-of-way and Plexxar South Unit 4 (Clerk's File No. 20230058252, Plat Records, El Paso County, Texas); Thence, 886.99 feet along said common boundary and along the arc of a curve to the right, having a radius of 1982.50 feet, and a chord which bears North 26°22'06" West, a distance of 879.61 feet; Thence, North 13°33'03" West, continuing along said common boundary, a distance of 13.37 feet to the boundary of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas, and the **POINT OF BEGINNING** of this description;

THENCE, along said common boundaries, the following courses and distances:

South 76°26'57" West, a distance of 50.00 feet;

North 13°33'03" West, a distance of 150.00 feet;

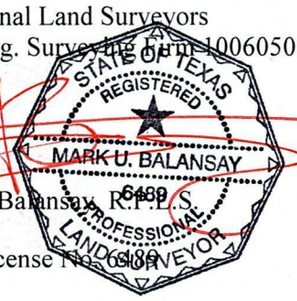
North 76°26'57" East, a distance of 50.00 feet;

THENCE, South 13°33'03" East, continuing along said boundary of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas, a distance of 150.00 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.172 acres (7,500 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500



Mark U. Balansay, R.P.L.S.
President
Texas License No. 6489

Job Number 24-0004
April 29, 2024

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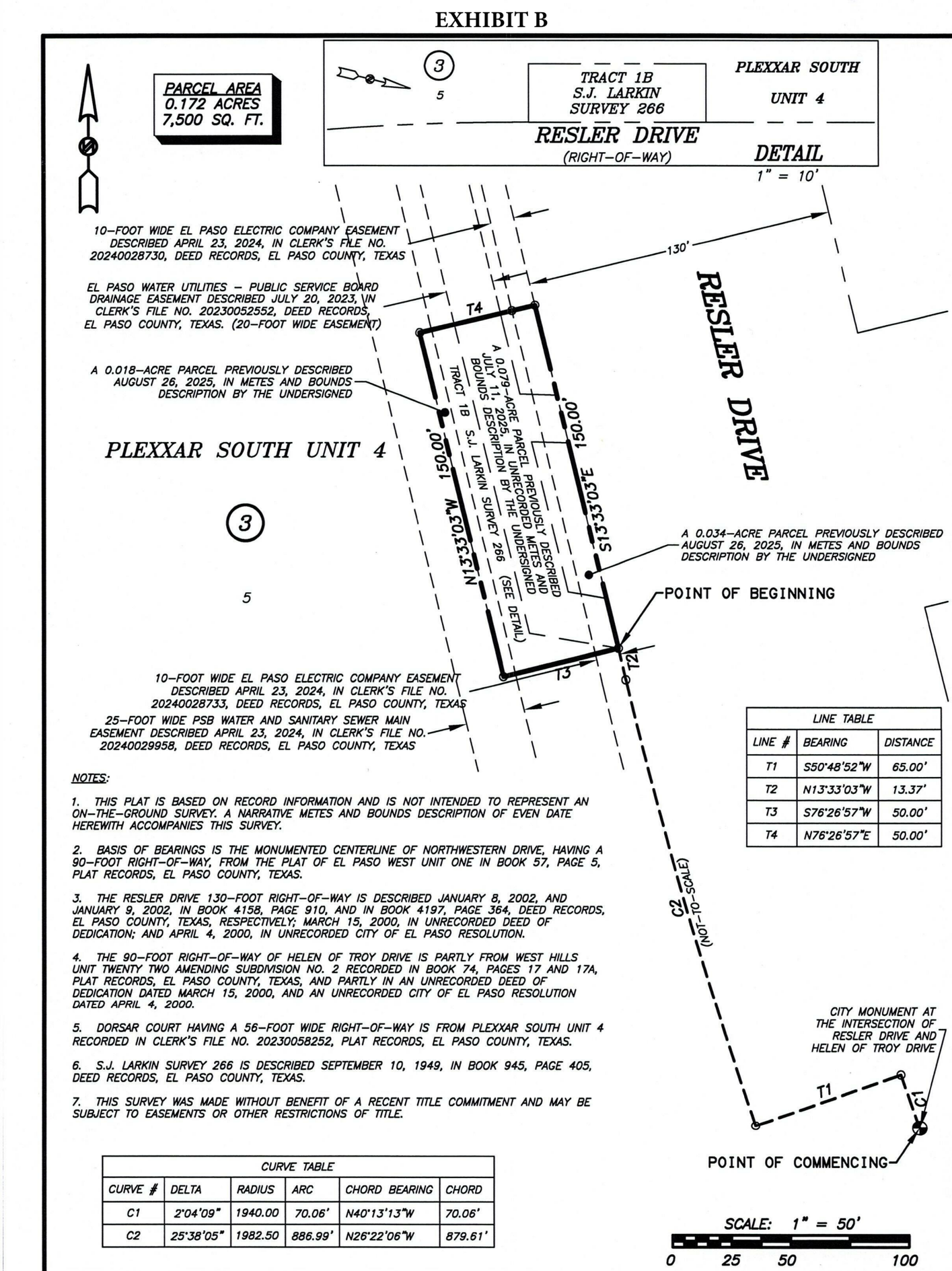
EXHIBIT B



LINE TABLE		
LINE #	BEARING	DISTANCE
T1	S50°48'52"W	65.00'
T2	N13°33'03"W	13.37'
T3	S76°26'57"W	50.00'
T4	N76°26'57"E	50.00'

NOTES:

1. THIS PLAT IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY.

2. BASIS OF BEARINGS IS THE MONUMENTED CENTERLINE OF NORTHWESTERN DRIVE, HAVING A 90-FOOT RIGHT-OF-WAY, FROM THE PLAT OF EL PASO WEST UNIT ONE IN BOOK 57, PAGE 5, PLAT RECORDS, EL PASO COUNTY, TEXAS.

3. THE RESLER DRIVE 130-FOOT RIGHT-OF-WAY IS DESCRIBED JANUARY 8, 2002, AND JANUARY 9, 2002, IN BOOK 4158, PAGE 910, AND IN BOOK 4197, PAGE 364, DEED RECORDS, EL PASO COUNTY, TEXAS, RESPECTIVELY; MARCH 15, 2000, IN UNRECORDED DEED OF DEDICATION; AND APRIL 4, 2000, IN UNRECORDED CITY OF EL PASO RESOLUTION.

4. THE 90-FOOT RIGHT-OF-WAY OF HELEN OF TROY DRIVE IS PARTLY FROM WEST HILLS UNIT TWENTY TWO AMENDING SUBDIVISION NO. 2 RECORDED IN BOOK 74, PAGES 17 AND 17A, PLAT RECORDS, EL PASO COUNTY, TEXAS, AND PARTLY IN AN UNRECORDED DEED OF DEDICATION DATED MARCH 15, 2000, AND AN UNRECORDED CITY OF EL PASO RESOLUTION DATED APRIL 4, 2000.

5. DORSAR COURT HAVING A 56-FOOT WIDE RIGHT-OF-WAY IS FROM PLEXXAR SOUTH UNIT 4 RECORDED IN CLERK'S FILE NO. 20230058252, PLAT RECORDS, EL PASO COUNTY, TEXAS.

6. S.J. LARKIN SURVEY 266 IS DESCRIBED SEPTEMBER 10, 1949, IN BOOK 945, PAGE 405, DEED RECORDS, EL PASO COUNTY, TEXAS.

7. THIS SURVEY WAS MADE WITHOUT BENEFIT OF A RECENT TITLE COMMITMENT AND MAY BE SUBJECT TO EASEMENTS OR OTHER RESTRICTIONS OF TITLE.

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	2°04'09"	1940.00	70.06'	N40°13'13"W	70.06'
C2	25°38'05"	1982.50	886.99'	N26°22'06"W	879.61'

ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
220 BAGWELL CT. EL PASO, TX 79932 915-877-1928

STATE OF TEXAS REGISTERED MARK U. BALANSAY 6489 PROFESSIONAL LAND SURVEYOR

REVISED: 11-12-25

A 0.172-ACRE PORTION OF
TRACT 1B, S.J. LARKIN SURVEY 266,
EL PASO, EL PASO COUNTY, TEXAS

TEXAS REG. SURVEYING FIRM 10060500

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ALL RIGHTS RESERVED

DATE: 04-29-24
SCALE: 1" = 50'
DRAWN BY: MUB
CHK'D BY:
FB: ~
FILE #: 24-0004
REVISED: 11-12-25

Resler Drainage ROW Vacation

City Plan Commission — August 14, 2025 ***(REVISED)***

CASE NUMBER/TYPE:	**SURW25-00011 – Right-of-Way Vacation**
CASE MANAGER:	Alex Alejandre, (915) 212-1642, AlejandreAX@elpasotexas.gov
PROPERTY OWNER:	Plexxar Unit #1, LLC
REPRESENTATIVE:	Jacob Harris
LOCATION:	South of Paseo Del Norte Rd. and West of Resler Dr. (District 1)
PROPERTY AREA:	0.17 acres
VESTED RIGHTS STATUS:	Not Vested
PARK FEES:	Park Fees Not Required
ZONING DISTRICT(S):	C-4 (Commercial)
PUBLIC INPUT:	No opposition received as of August 13, 2025

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Resler Drainage Right-of-Way Vacation.

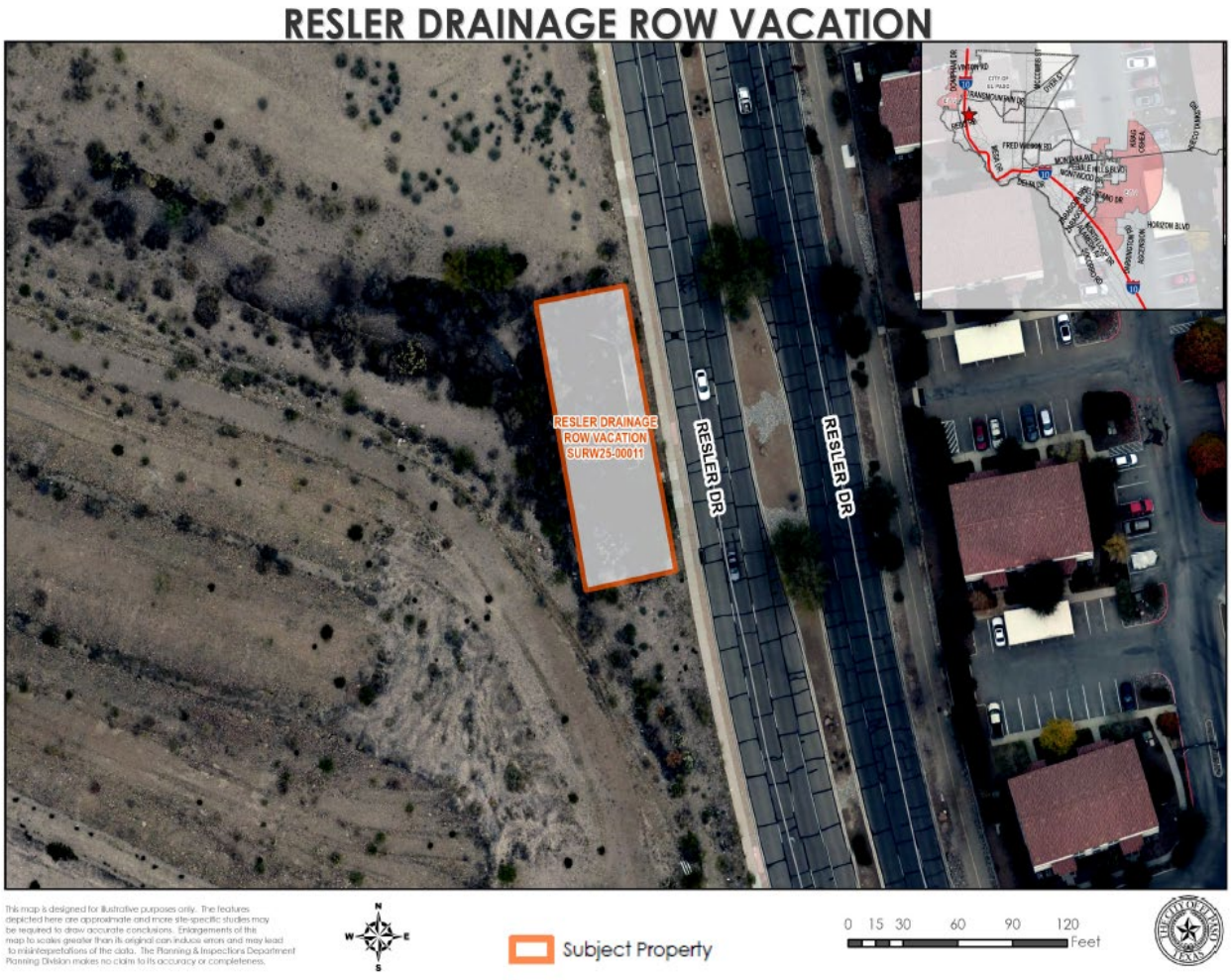


Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is proposing to vacate a 0.17 acre portion of right-of-way from Resler Drive in order to accommodate future parking and landscape. The area requested to be vacated is approximately fifty (50') feet by one hundred and fifty (150') feet.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	C-4 (Commercial District) / Commercial Development
South	C-4 (Commercial District) / Commercial Development
East	C-4 (Commercial District) / Commercial Development
West	C-1 (Commercial District) / Multi-Family Dwellings
Nearest Public Facility and Distance	
Park	Autumn Sage Park (0.29 miles)
School	Silvestre & Carolina Elementary School (0.72 miles)
***Plan El Paso* Designation**	
G-7, (Industrial)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on July 28, 2025 to all property owners within 200 feet of the subject property, and notice was posted in the July 28, 2025 edition of the El Paso Times. As of August 13, 2025, 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) City Plan Commission for review, the Commission may take any of the following actions:

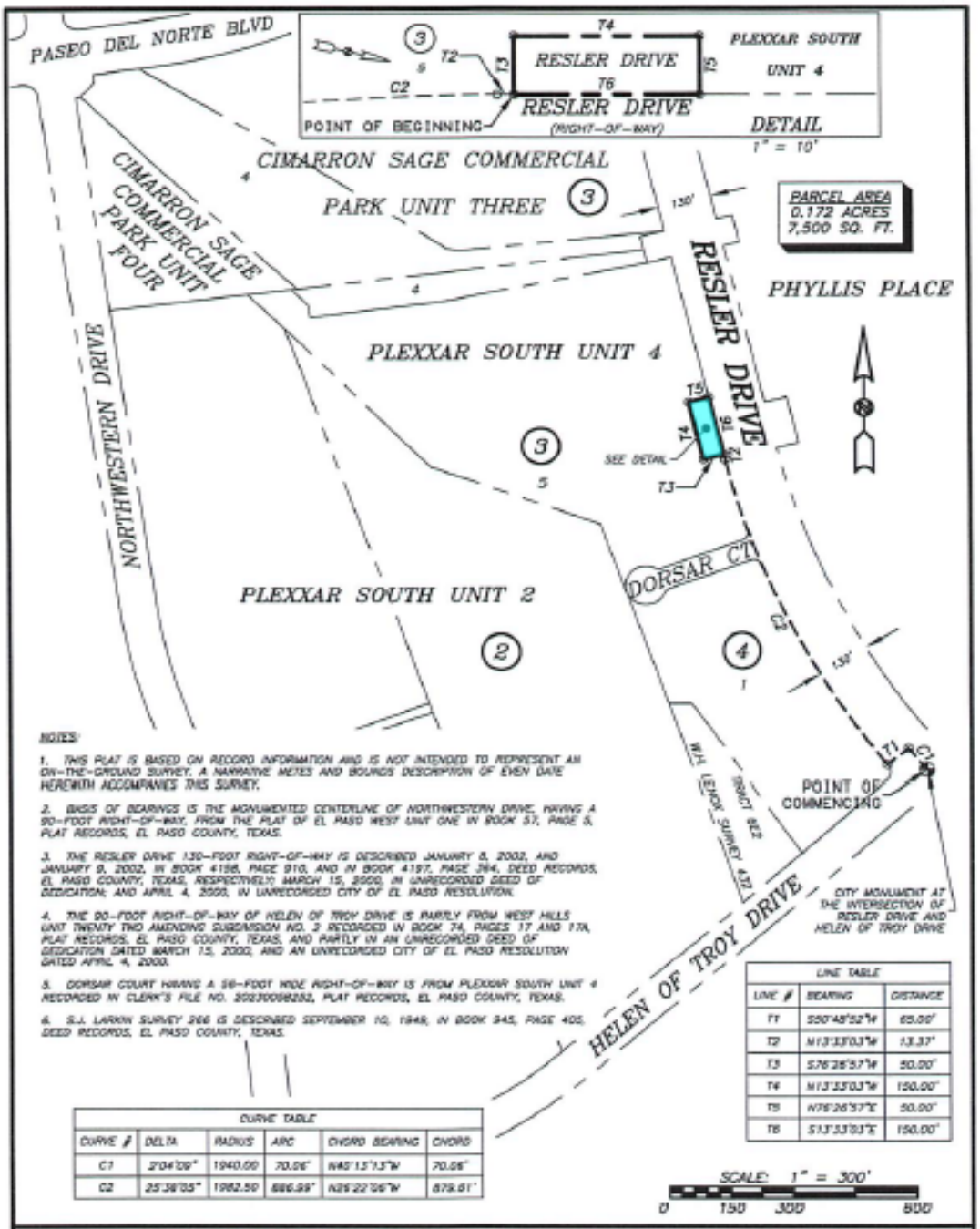
1. **Recommend Approval**: The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions 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. Application
5. Department Comments

ATTACHMENT 1

ATTACHMENT 2



NOTES:

1. THIS PLAT IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A NARRATIVE METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY.
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5. DORSAR COURT HAVING A 56-FOOT WIDE RIGHT-OF-WAY IS FROM PLEXXAR SOUTH UNIT 4 RECORDED IN CLERK'S FILE NO. 20230056252, PLAT RECORDS, EL PASO COUNTY, TEXAS.
6. S.J. LARKIN SURVEY 266 IS DESCRIBED SEPTEMBER 10, 1948, IN BOOK 345, PAGE 405, DEED RECORDS, EL PASO COUNTY, TEXAS.

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	2°04'09"	1940.00'	70.06'	N40°13'13"W	70.06'
C2	25°38'05"	1962.50'	686.99'	N25°22'06"W	679.61'

LINE TABLE		
LINE #	BEARING	DISTANCE
T1	S50°48'52"W	65.00'
T2	N13°33'03"W	13.33'
T3	S76°26'57"W	50.00'
T4	N13°33'03"W	150.00'
T5	N76°26'57"E	50.00'
T6	S13°33'03"E	150.00'

ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
220 BAGWELL COURT EL PASO, TX 79932 915-877-1928

STATE OF TEXAS REGISTERED MARK U. BALANSAY 6459 PROFESSIONAL LAND SURVEYOR

A 0.172-ACRE PORTION OF
TRACT 1B, S.J. LARKIN SURVEY 266,
EL PASO, EL PASO COUNTY, TEXAS

TEXAS REG. SURVEYING FIRM 10060500

DATE: 04-29-24
SCALE: 1" = 300'
DRAWN BY: MUB
CHK'D BY:
FB: ~
FILE #: 24-0004
REVISED:

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ATTACHMENT 3

Property description: A 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266 (September 10, 1949, Book 945, Page 405, Deed Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument found at the intersection of Resler Drive (130-foot right-of-way; January 9, 2002, Book 4197, Page 364, Deed Records, El Paso County, Texas) and Helen of Troy Drive (90-foot right-of-way; April 4, 2020, unrecorded City of El Paso Resolution); Thence, 70.06 feet along the arc of a curve to the right, having a radius of 1940.00 feet, a central angle of 2°04'09", and a chord which bears North 40°13'13" West, a distance of 70.06 feet; Thence, South 50°48'52" West, a distance of 65.00 feet to the common boundary between Resler Drive right-of-way and Plexxar South Unit 4 (Clerk's File No. 20230058252, Plat Records, El Paso County, Texas); Thence, 886.99 feet along said common boundary and along the arc of a curve to the right, having a radius of 1982.50 feet, and a chord which bears North 26°22'06" West, a distance of 879.61 feet; Thence, North 13°33'03" West, continuing along said common boundary, a distance of 13.37 feet to the boundary of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas, and the **POINT OF BEGINNING** of this description;

THENCE, along said common boundaries, the following courses and distances:

South 76°26'57" West, a distance of 50.00 feet;

North 13°33'03" West, a distance of 150.00 feet;

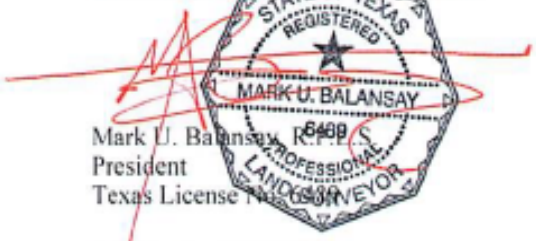
North 76°26'57" East, a distance of 50.00 feet;

THENCE, South 13°33'03" East, continuing along said boundary of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas, a distance of 150.00 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.172 acres (7,500 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveying Firm 10060500



Mark U. Balansay, R.P.L.S.
President
Texas License No. 6409

Job Number 24-0004
April 29, 2024

ATTACHMENT 4

VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 7/11/2025 File No. _____

1. APPLICANTS NAME: Plexxar Unit #1 LLC
ADDRESS 1865 Northwestern Dr ZIP CODE 79912 TELEPHONE 915-877-4300

2. Request is hereby made to vacate the following: (check one)
Street [ ] Alley [ ] Easement [ ] Other [✓]
Street Name(s) _____ Subdivision Name Plexxar South Unit 4
Abutting Blocks Block 3 Abutting Lots _____

3. Reason for vacation request: Proposed Fencing & Landscape

4. Surface Improvements located in subject property to be vacated:
None [ ] Paving [ ] Curb & Gutter [ ] Power Lines/Poles [ ] Fences/Walls [ ] Structures [ ] Other [✓] Manhole

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 [✓] Landscaping

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
[signature]	Plexxar South Unit 4	915-877-4300

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. I/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.

OWNER SIGNATURE: [signature] Plexxar Unit #1 LLC (Email) jacob@plexxar.com (Phone) 915-877-4300

REPRESENTATIVE SIGNATURE: [signature]

REPRESENTATIVE CONTACT (PHONE): 915-222-1736 (E-MAIL): jacob@plexxar.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

ATTACHMENT 5

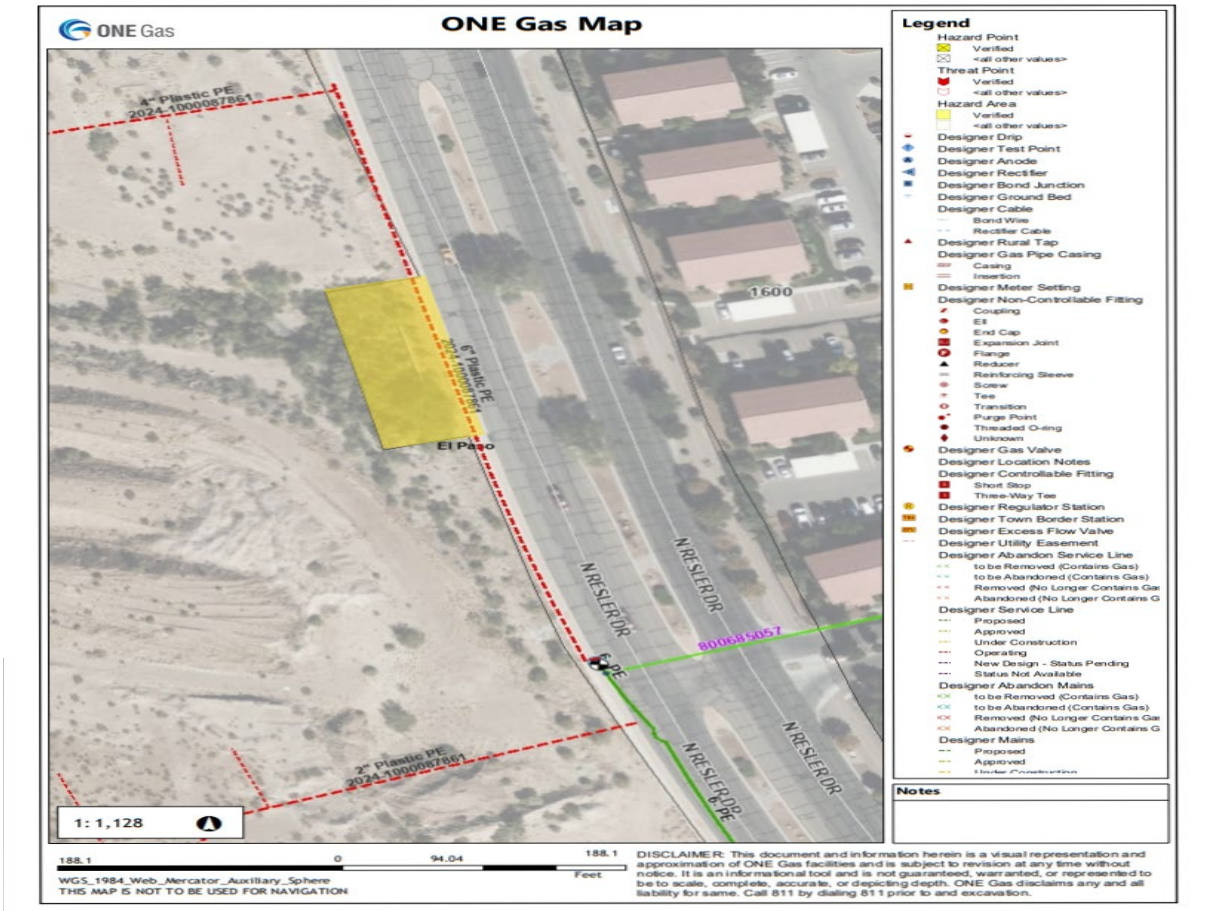
Planning and Inspections Department- Planning Division

No adverse comments, recommend approval of the ROW vacation request with a full-width underground utility easement be retained within the right-of-way to be vacated.

- Include the existing 25-foot PSB easement in the vacation survey and the new easement survey.

Texas Gas

In reference to case SURW25-00011 - Resler Drainage R.O.W. Vacation, Texas Gas Service has a 6" PE Pipe along Resler Dr - under sidewalk (see image below as reference).



Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend **Approval.** The Developer/Engineer shall address the following comments:

1. Define new entity responsible for maintenance of drainage system infrastructure within the ROW area being vacated.
2. Secure a drainage easement for area being vacated.
3. It is recommended to restrict any landscaping in this area to prevent roots or other damages to the subterranean storm sewer system.
4. Provide print-out of the mathematical closure of the exterior boundary of the subdivision indicating the error of closure.

Parks and Recreation Department

We have reviewed **Resler Drainage ROW Vacation** survey maps and on behalf of the Parks & Recreation Department we offer "No" objections to this proposed Public Right-of-way vacation request.

El Paso Water

We have reviewed the above referenced vacation request and provide the following comments:

EPWater-PSB objects to this request. Include the existing 25-foot PSB easement in the vacation survey and the new easement survey

EPWater requests a 6-foot PSB easement along the west side of the property to be vacated

Water:

There is an existing 36-inch diameter water main extending along Resler Dr. The water main is located approximately 16 feet east of the eastern property line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 8-inch diameter water main extending within a 25-foot PSB easement parallel to Resler Dr. that is available to provide service. The water main is located approximately 50 feet west of the eastern property line.

Sanitary Sewer:

There is an existing 8-inch diameter sewer main extending within a 25-foot PSB easement parallel to Resler Dr. that is available to provide service. The sewer main is located approximately 63 feet west of the eastern property line.

There is an existing 12-inch diameter sewer main extending along Resler Dr. that is available to provide service. The sewer main is located approximately 52 feet west of the eastern right-of-way.

Reclaimed:

There is an existing 20-inch diameter reclaimed water main extending along Resler Dr. The reclaimed water main is located approximately 30 feet east of the center line of the right-of-way. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

General:

No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWU-PSB easement without the written consent of EPWU-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWU-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWU maintenance vehicles. EPWU-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

(El Paso Water Comments to be addressed prior to approval by City Council)

Stormwater:
We have reviewed the subdivision described above and provided the following comments:

1. If the ROW is vacated, a "Drainage Easement", that covers the Storm sewer infrastructure, shall replace it.
2. Landscaping will be allowed if access to the junction box, via a manhole, is maintained.
3. Once the easement is established in relation to the proposed parking, parking may be permitted.

Streets and Maintenance Department
Traffic & transportation engineering has the following comments:

- Grant vacation/ dedication with the exception of no parking or landscaping allowed.

Street Lights:
Does not object to this request. Any proposed change on Resler Dr. Arterial Lighting project shall be coordinated with the government department in charge. Any change on the existing street illumination system shall be coordinated with Street Lights Department. Complete set of plans for street illumination shall be submitted to Street Lights Department.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***.
The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

Contract Management:

- For all proposed improvement within the city right-of-way, follow the Design Standards for Construction (DSC) in accordance with the municipal code, and include detailed information.
- Verify that all curb cut locations and driveway approaches comply with current city spacing and sight distance requirements.
- Indicate that any damaged structure within city ROW must be restored to the same or better condition. This applies to asphalt, concrete, manholes, and water valves.
- Ensure that the minimum asphalt repair required after modifying a curve and gutter is at least 2 feet.
- Consider if the easement aligns with future plans for roadway or infrastructure expansion.

El Paso Electric
We have no comments for the Resler Drainage ROW Vacation.

Fire Department
No adverse comments.

Texas Department of Transportation
No TXDOT comments as there appears to be no work affecting the ROW.

El Paso County Water Improvement District #1
The above mentioned item is not within the boundaries of EPCWID.

El Paso County 911 District
No comments received.

El Paso County
No comments received.

Capital Improvement Department
No comments received.

Sun Metro
No comments received.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Brent D Harris
Business Name	
Agenda Item Type	Right-of-Way Vacation SURW25-00011
Relevant Department	Planning & Inspections

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☐ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☑ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor	Renard Johnson	$7,500.00
District 1	Alejandra Chavez	$1,000.00
District 2		
District 3		
District 4		
District 5		
District 6	Art Fierro	$250.00
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 11/12/25

File #: 25-1415, **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 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 Comanche EP LLC to permit the existing aerial encroachment of a balcony, the surface encroachment of (2) two sets of stairs and a backflow water preventer, and the subsurface encroachment of a basement, all within a portion of City Right-of-way at 312 E. Overland Avenue, El Paso, Texas; setting the license term for ten years (10) with one (1) renewable ten (10) year term.

Subject Property: 312 E. Overland Avenue
Applicant: Comanche EP LLC PSPN25-00002

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: December 2, 2025

PUBLIC HEARING DATE: December 16, 2025

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Armida R. Martinez **PHONE NUMBER:** (915) 212-1605

DISTRICT(S) AFFECTED: 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 Comanche EP LLC to permit the existing aerial encroachment of a balcony, the surface encroachment of (2) two sets of stairs and a backflow water preventer, and the subsurface encroachment of a basement, all within a portion of the City Right-of-Way at 312 E. Overland Avenue, El Paso, Texas; setting the License Term for ten years (10) with one (1) renewable ten (10) year term. (PSPN25-00002)

Subject Property: 312 E. Overland Avenue
Applicant: Comanche EP LLC

BACKGROUND / DISCUSSION:

This special privilege license at 312 E. Overland is for the surface encroachment in the alley consisting of two sets of stairs providing access to the fire riser room and a building entrance, as well as a backflow water preventer. Additionally, the request includes an aerial encroachment for a balcony overlooking Overland Avenue at the front of the building. The proposed term is 10 years, with an additional 10-year option.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etive

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO COMANCHE EP LLC TO PERMIT THE EXISTING AERIAL ENCROACHMENT OF A BALCONY, THE SURFACE ENCROACHMENT OF (2) TWO SETS OF STAIRS AND A BACKFLOW WATER PREVENTER, AND THE SUBSURFACE ENCROACHMENT OF A BASEMENT, ALL WITHIN A PORTION OF CITY RIGHT-OF-WAY AT 312 E. OVERLAND AVENUE, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR TEN YEARS (10) WITH ONE (1) RENEWABLE TEN (10) YEAR TERM.

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 **Comanche EP, LLC** (hereinafter referred to as the "Grantee"). This License will permit the maintenance, use, and repair of the following existing encroachments within the City right-of-way: a surface encroachment consisting of two (2) sets of stairs, occupying a total area of approximately 112.70 square feet, and a backflow water preventer measuring approximately eight (8) square feet, both located in the alley as show in *Exhibit "A"*; an aerial encroachment consisting of a balcony projecting four (4) feet one (1) inch over City right-of-way in front of the building, totaling 56 square feet, as shown in Exhibit B; and a subsurface encroachment consisting of an existing basement extending approximately 351 square feet beneath the sidewalk along the front of the building shown in Exhibit "B".

All items are located within a portion of the City right-of-way, as shown in ***Exhibits "A" and "B"*** which are made a part hereof for all purposes (hereinafter collectively referred to as the "Encroachments").

SECTION 2. LICENSE AREA

The rights of the Encroachments granted herein within a portion of City right-of-way located at 312 E. Overland Avenue and legally described as 36 MILLS 39 FT on Overland X 86.667 FT BEG 81 FT W of NEC (3380 SQ FT), CITY OF EL PASO, EL PASO COUNTY, TEXAS, more particularly shown in ***Exhibit "C"*** which is made part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City right-of-way for the existing Encroachments. 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 access.

Except for the waiver of fees as provided herein, this License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City right-of-way in a clean and orderly condition at all times. In addition to these requirements, the Grantee shall be responsible for costs related to electric and water services within the License area.

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 Encroachments 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 replacing, repairing, reconstructing, or maintaining the Encroachments shall be subject to all applicable City, State, and Federal requirements applicable to the construction of the Encroachments. Work done in connection with the repair and maintenance of the Encroachments is subject to the continuing police power of the city.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the Encroachments 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 shall, at Grantee's own expense, 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 the approval of the City.

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; Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

SECTION 5. TERM

This License shall be for a term of Ten (10) 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 License for One (1) additional TEN (10) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee Wishes the City to renew 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. 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 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. 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 License Area

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 License Area 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 the Encroachments such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee 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 an initial fee of TWO THOUSAND SIX HUNDRED FORTY-EIGHT AND 00/100 DOLLARS (2,648.00), which includes a one-time fee for the existing basement encroachment. Thereafter, the annual fee shall be TWO THOUSAND EIGHT THREE AND 00/100 DOLLARS ($2,083.00) 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.

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 Encroachments, 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. The advance 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 Accounting & Reporting. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Accounting & Reporting 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 Accounting & Reporting.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the TEN (10) year term of the License, prior to the execution of this License. The TEN (10) year amount is equal to SIXTEEN THOUSAND TWO HUNDRED EIGHTEEN AND NO/100 DOLLARS ($16,218.00). Said $16,218.00 reflects a three percent (3%) discount rate of the annual fees for the entire TEN (10) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the TEN (10) year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's Encroachments 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.

SECTION 9. INSURANCE

Prior to commencement of any future 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 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.

Grantee shall obtain and provide a general liability policy with a one million-dollar ($1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum one million dollar ($2,000,000.00) general aggregate limit. These amounts are not a limitation upon the 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, 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. 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, 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 Encroachments or a portion thereof or ceases to use the Encroachments 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 Encroachments, 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.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) 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. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month

period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's Encroachments located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Traffic Engineer and in accordance with City specifications, at Grantee's own cost and expense. 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.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon 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, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

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 construction, replacement, maintenance, and repair of the Encroachments 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.

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 Financial Accounting & Reporting ATTN: General Accounting 300 North Campbell Street El Paso, Texas 79901
GRANTEE:	Comanche EP LLC 807 S. El Paso St. El Paso, Texas 79901 ATTN: George Salom Jr.

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.

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 use of the Licensed Area.

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 applicable statutes, 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 rights-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 rights-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 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.

PASSED AND APPROVED this ____ day of _____, 2025

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

_____

Renard U. Johnson
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

WITNESS THE FOLLOWING SIGNATURES AND SEALS

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 12 day of November, 2025.

GRANTEE:

Comanche EP, LLC

By: George Salom as Principal

ACKNOWLEDGMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

ARMIDA R. MARTINEZ
NOTARY PUBLIC
NOTARY ID#: 12597363-2
In and for the State of Texas
My commission expires
FEBRUARY 10, 2027

This instrument is acknowledged before me on this 13th day of November, 2025, by George Salom as Grantee.

Armida R. Martinez

Notary Public, State of Texas

ARMIDA R. MARTINEZ

Notary's Printed or Typed Name

February 10, 2027

My Commission Expires

EXHIBIT "A"

A Portion of Block 36,
Mills Map Addition,
City of El Paso, El Paso County, Texas

May 15, 2025

METES AND BOUNDS DESCRIPTION
312 E. Overland Avenue
Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Block 36, Mills Map Addition, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found chiseled "V" at the northeast boundary corner of Block 36, Mills Map Addition, same being the westerly right-of-way line of Stanton Street (70' R.O.W.) and the southerly right-of-way line of Overland Avenue (70' R.O.W), **THENCE,** leaving said northeast boundary corner of Block 36 and along the southerly right-of-way line of Overland Avenue; South 74°26'15" West, a distance of 81.00 feet to a set chiseled "V" for corner at the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said southerly right-of-way line of Overland Avenue, South 15°33'45" East, a distance of 86.67 feet to a set nail for corner;

THENCE, South 74°26'15" West, a distance of 39.00 feet to a set nail for corner at the easterly right-of-way line of a 20' Alley,

THENCE, along the easterly right-of-way line of a 20' Alley, North 15°33'45" West, a distance of 86.67 feet to a found nail for corner at the southerly right-of-way line of Overland Avenue;

THENCE, leaving said easterly right-of-way line of a 20' Alley and along the southerly right-of-way line of Overland Avenue, North 74°26'15" East, a distance of 39.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 3,380.13 square feet or 0.0775 acres of land more or less.

Carlos M. Jimenez
R.P.L.S. # 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2025\25-0385_312 E. Overland.wpd

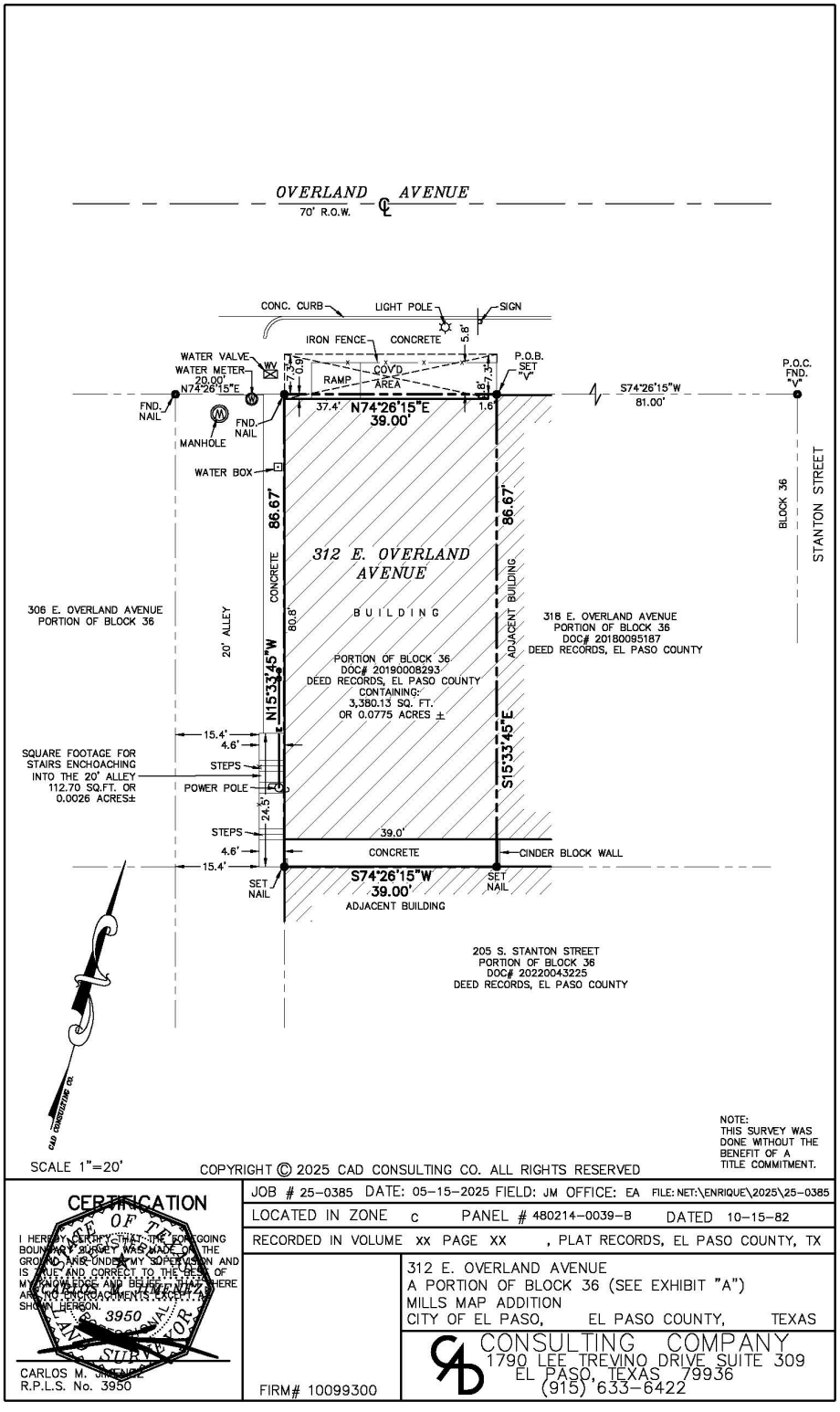
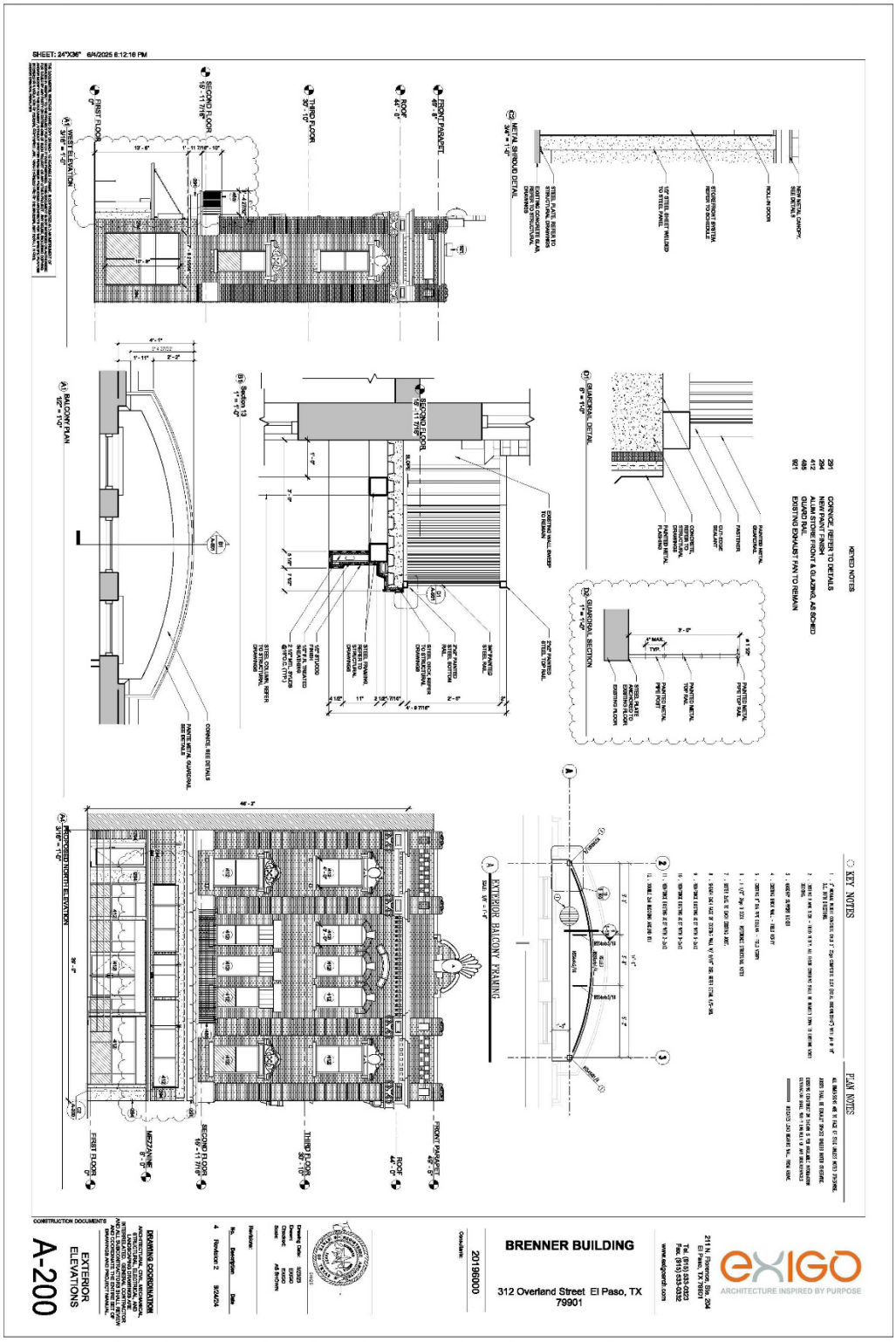

OVERLAND AVENUE
70' R.O.W.
CONC. CURB
LIGHT POLE
SIGN
IRON FENCE
CONCRETE
WATER VALVE
WATER METER
20.00'
N74°26'15"E
RAMP
COVD AREA
P.O.B. SET
P.O.C. FND.
S74°26'15"W
81.00'
FND. NAIL
MANHOLE
37.4'
N74°26'15"E
39.00'
1.6'
WATER BOX
86.67'
312 E. OVERLAND AVENUE
BUILDING
BLOCK 36
STANTON STREET
306 E. OVERLAND AVENUE
PORTION OF BLOCK 36
20' ALLEY
CONCRETE
80.8'
N15°33'45"W
ADJACENT BUILDING
318 E. OVERLAND AVENUE
PORTION OF BLOCK 36
DOC# 20180095187
DEED RECORDS, EL PASO COUNTY
PORTION OF BLOCK 36
DOC# 20190008293
DEED RECORDS, EL PASO COUNTY
CONTAINING:
3,380.13 SQ. FT.
OR 0.0775 ACRES ±
S15°33'45"E
15.4'
4.6'
STEPS
SQUARE FOOTAGE FOR STAIRS ENCHOACHING INTO THE 20' ALLEY 112.70 SQ.FT. OR 0.0026 ACRES±
POWER POLE
24.5'
39.0'
CONCRETE
CINDER BLOCK WALL
S74°26'15"W
39.00'
ADJACENT BUILDING
205 S. STANTON STREET
PORTION OF BLOCK 36
DOC# 20220043225
DEED RECORDS, EL PASO COUNTY
NOTE:
THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
SCALE 1"=20'
COPYRIGHT © 2025 CAD CONSULTING CO. ALL RIGHTS RESERVED
CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.
3950
CARLOS M. JIMENEZ
R.P.L.S. No. 3950
JOB # 25-0385 DATE: 05-15-2025 FIELD: JM OFFICE: EA FILE: NET:\ENRIQUE\2025\25-0385
LOCATED IN ZONE C PANEL # 480214-0039-B DATED 10-15-82
RECORDED IN VOLUME XX PAGE XX , PLAT RECORDS, EL PASO COUNTY, TX
312 E. OVERLAND AVENUE
A PORTION OF BLOCK 36 (SEE EXHIBIT "A")
MILLS MAP ADDITION
CITY OF EL PASO, EL PASO COUNTY, TEXAS
FIRM# 10099300
CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
(915) 633-6422

EXHIBIT “B”


BRENNER BUILDING
312 Overland Street El Paso, TX 79901
A-200
EXTERIOR ELEVATIONS
EXIGO
ARCHITECTURE INSPIRED BY PURPOSE

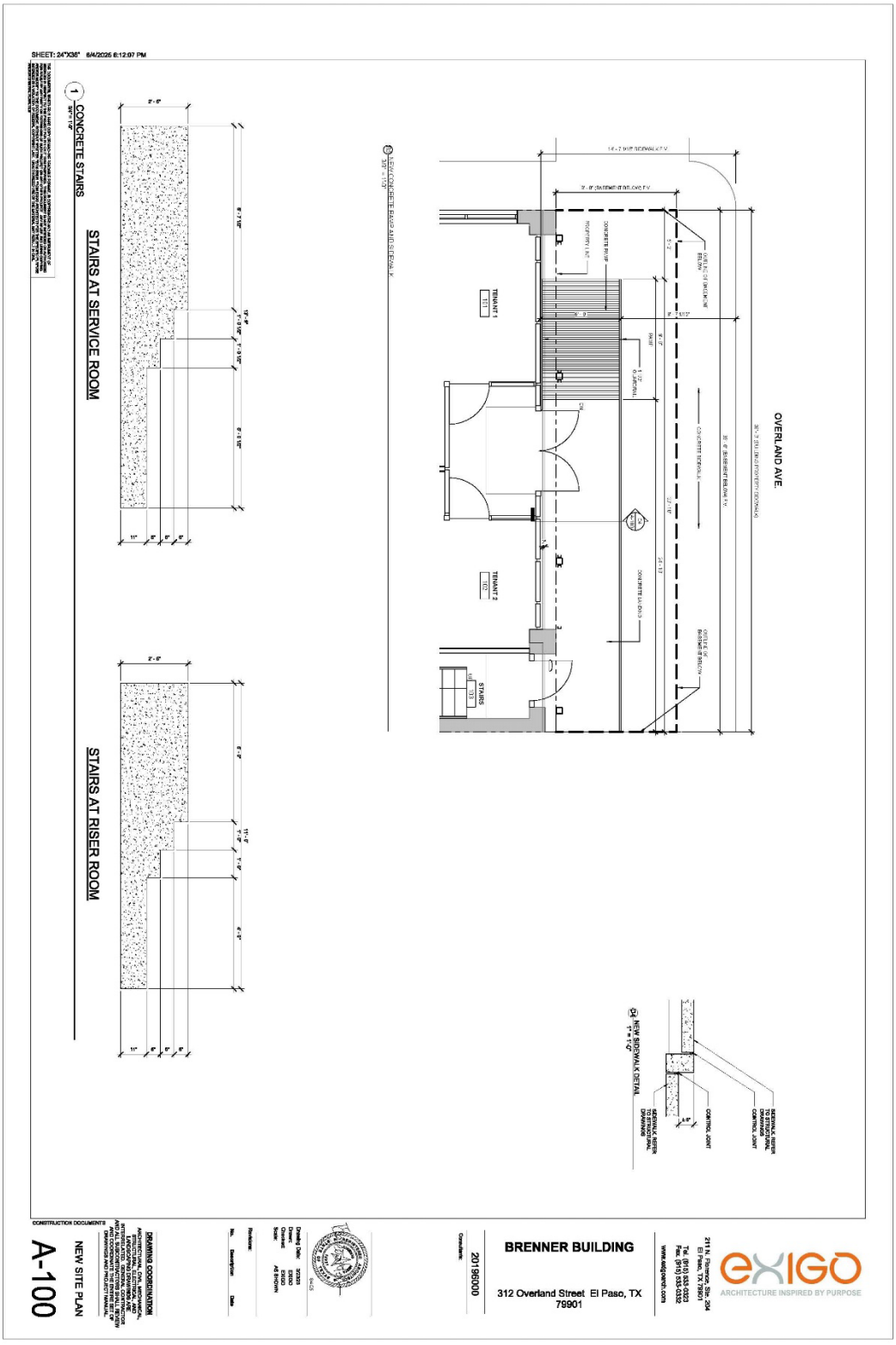
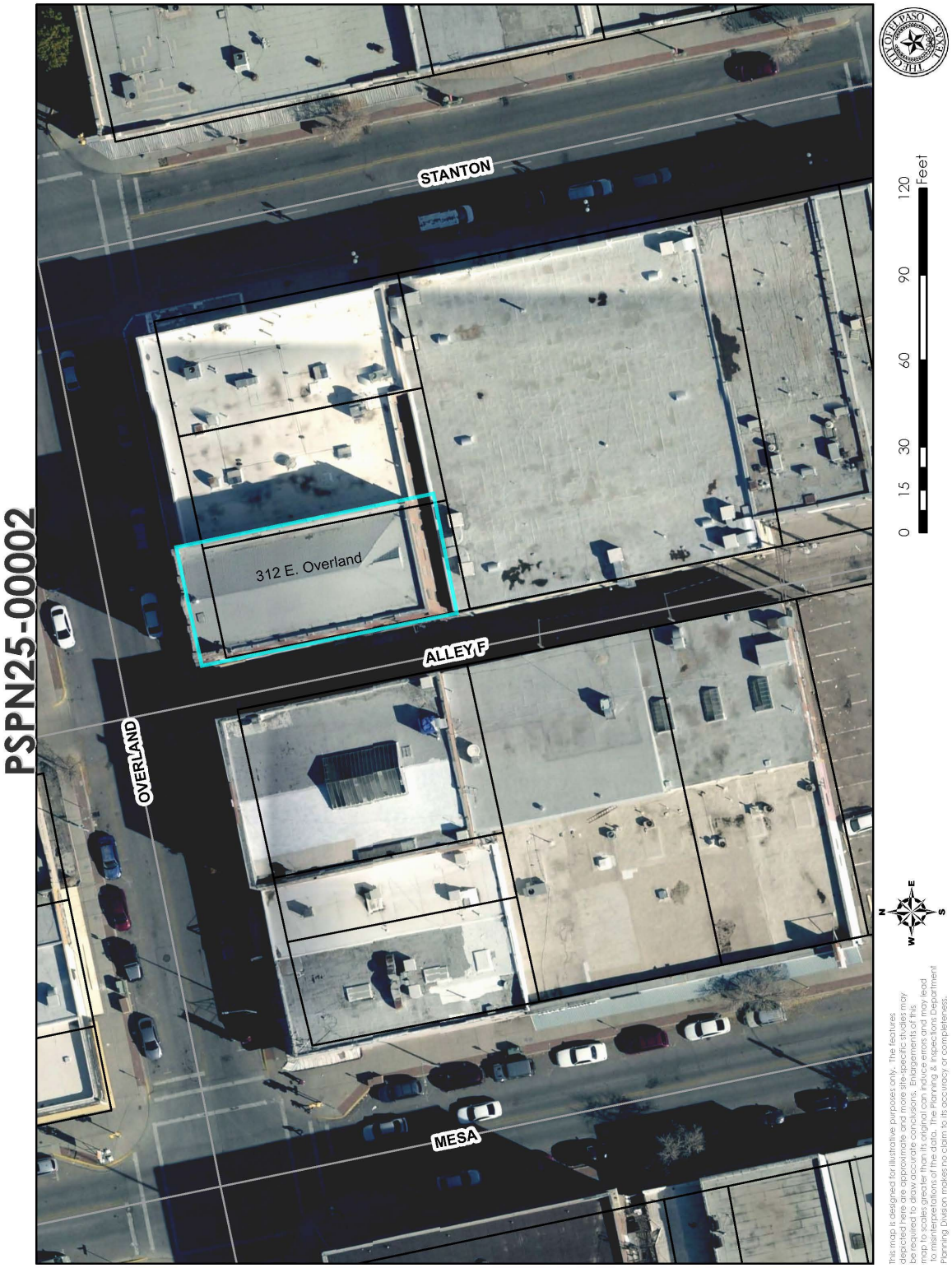

SHEET: 24"X36" 6/4/2025 6:12:07 PM
CONCRETE STAIRS
STAIRS AT SERVICE ROOM
STAIRS AT RISER ROOM
OVERLAND AVE.
TENANT 1
TENANT 2
STAIRS
NEW SIDEWALK DETAIL
CONTROL JOINT
CONSTRUCTION DOCUMENTS
A-100
NEW SITE PLAN
DRAWING COORDINATION
BRENNER BUILDING
312 Overland Street El Paso, TX 79901
20196000
211 N. Florence, Ste. 204
El Paso, TX 79901
Tel. (915) 533-0320
Fax. (915) 533-0332
www.exigoarch.com
ARCHITECTURE INSPIRED BY PURPOSE

EXHIBIT “C”


PSPN25-00002
STANTON
312 E. Overland
ALLEY F
OVERLAND
MESA
0 15 30 60 90 120 Feet
N E S W
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.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name: GEORGE E. SALOM, JR

Business Name: Comanche EP, LLC

Agenda Item Type: _____

Relevant Department: _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Mary Sloan Date: 11/10/2025

File #: 25-1430, **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.

Extraterritorial Jurisdiction and District 8
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065

AGENDA LANGUAGE:

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

An Ordinance amending the 2025 Proposed Thoroughfare System, as incorporated into Plan El Paso, to delete the proposed collector extension of Ninth Street that runs between La Mesa Street and Vinton Avenue; to delete the proposed collector connection between Suncrest Drive and Vin Rambla Drive; and to connect collectors Suncrest Drive and Vin Morella Way to 1-10.

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

DEPARTMENT: Capital Improvement- Grant Funded Programs

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 8, ETJ

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

An ordinance amending the 2025 Proposed Thoroughfare System, as incorporated into Plan El Paso, to delete the proposed collector extension of Ninth Street that runs between La Mesa Street and Vinton Avenue; to delete the proposed collector connection between Suncrest Drive and Vin Rambla Drive; and to connect collectors Suncrest Drive and Vin Morella Way to 1-10.

BACKGROUND / DISCUSSION:

The requested deletion of Ninth Street is to reflect the previously approved development plan and is in association with the construction of commercial development to the West of the Outlet Shoppes at El Paso Development. The requested deletion of the proposed collector connection between Suncrest and Vin Rambla is to reflect the existing conditions and is in association with the construction of commercial development in Monticello.

Approval of these amendments will align with both developments Master Plans, facilitate further growth, and maximize transportation connectivity.

COMMUNITY AND STAKEHOLDER OUTREACH:

No objections were received from reviewing departments. Staff has no objections to the requested amendments. City Plan Commission recommended unanimous approval.

PRIOR COUNCIL ACTION:

Plan El Paso was formally adopted by the El Paso 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 of El Paso. The 2025 Proposed Thoroughfare System map is contained within the City's Comprehensive Plan and contemplates all proposed arterials.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Joaquin Rodriguez Digitally signed by Joaquin Rodriguez Date: 2025.11.24 08:47:04 -07'00'

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

ORDINANCE NO._____

AN ORDINANCE AMENDING THE 2025 PROPOSED THOROUGHFARE SYSTEM, AS INCORPORATED INTO PLAN EL PASO, TO DELETE THE PROPOSED COLLECTOR EXTENSION OF NINTH STREET THAT RUNS BETWEEN LA MESA STREET AND VINTON AVENUE; TO DELETE THE PROPOSED COLLECTOR CONNECTION BETWEEN SUNCREST DRIVE AND VIN RAMBLA DRIVE; AND TO CONNECT COLLECTORS SUNCREST DRIVE AND VIN MORELLA WAY TO I-10.

WHEREAS, *Plan El Paso* was formally adopted by the El Paso 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 of El Paso (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 El 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":

- Delete the proposed collector connection between Suncrest Drive and Vin Rambla Drive
- Connect collectors Suncrest Drive and Vin Morella Way to I-10
- Delete the proposed collector extension of Ninth Street that runs between La Mesa St and Vinton Avenue.

(Signatures begin on the following page)

ADOPTED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D.Prine
City Clerk

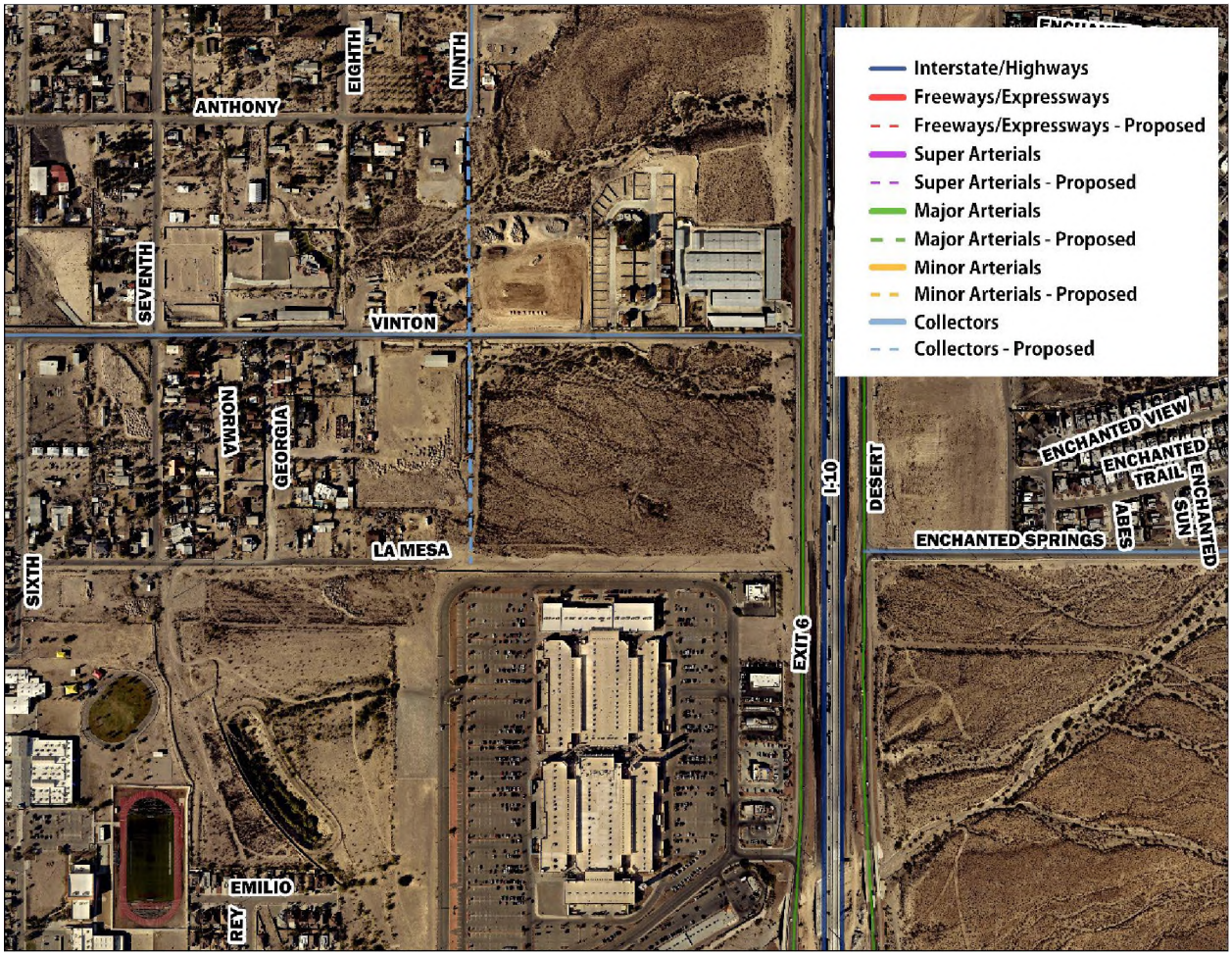
APPROVED AS TO FORM:

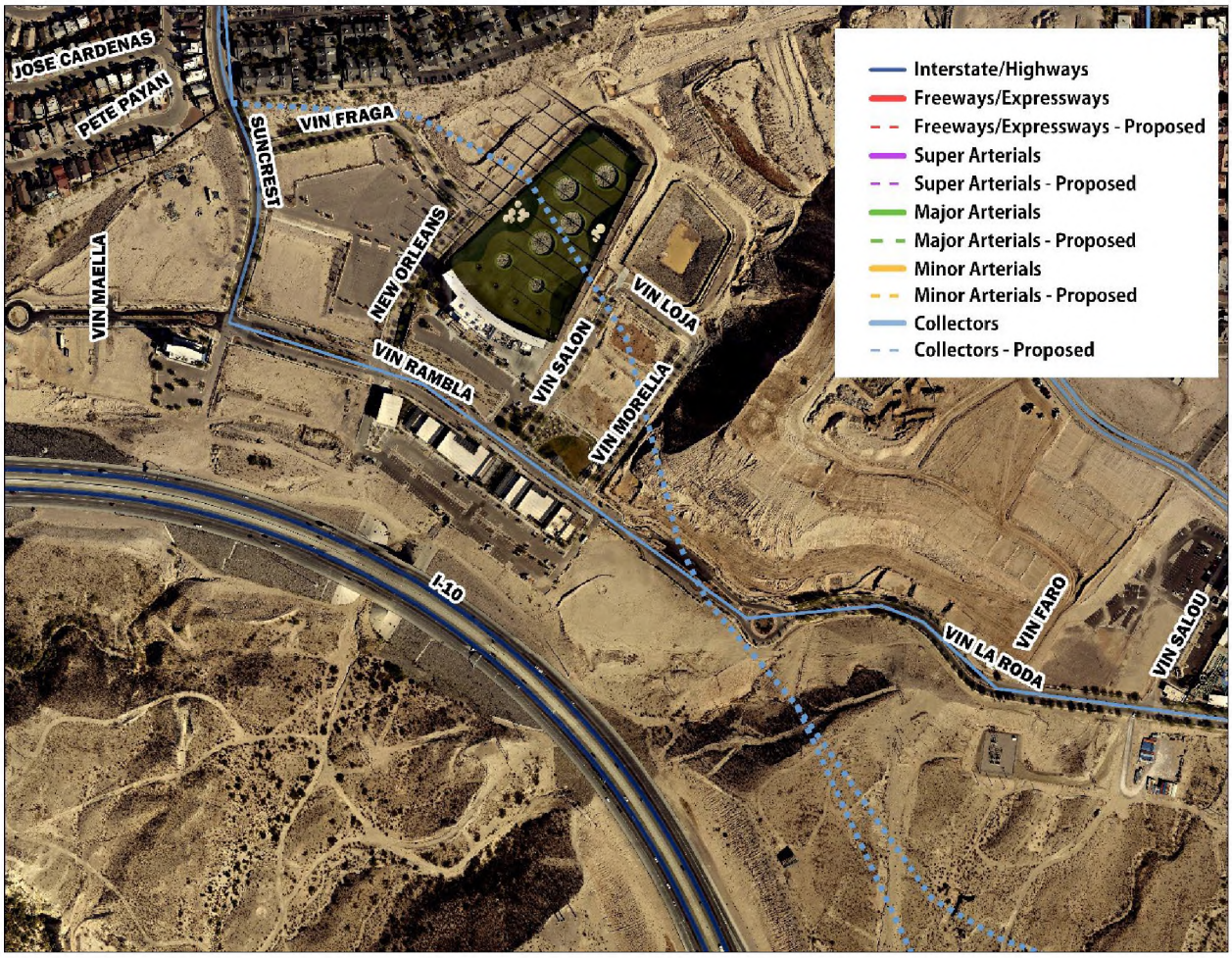
_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

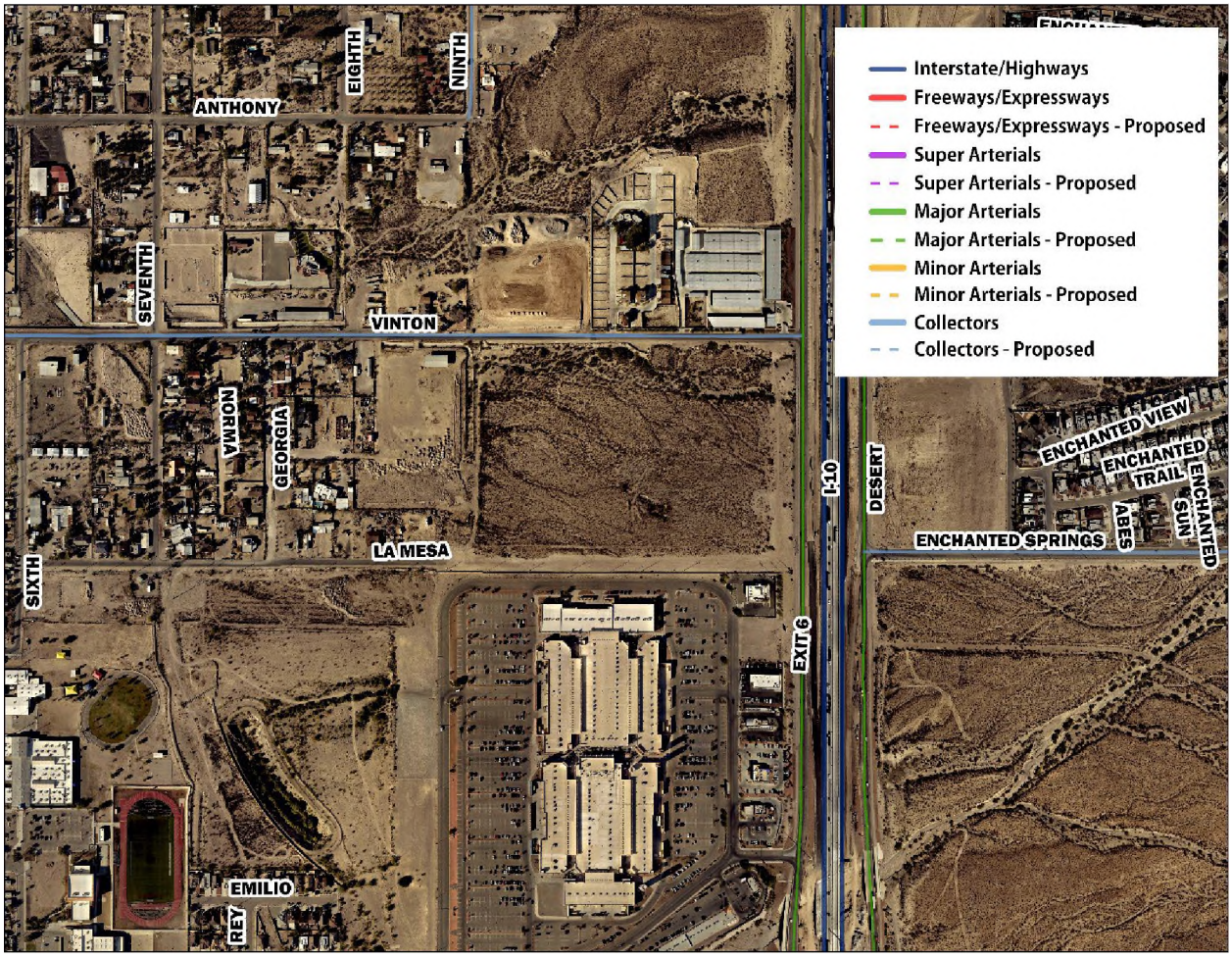
_____
Joaquin Rodriguez, AICP
Director - CID Grant Funded Programs

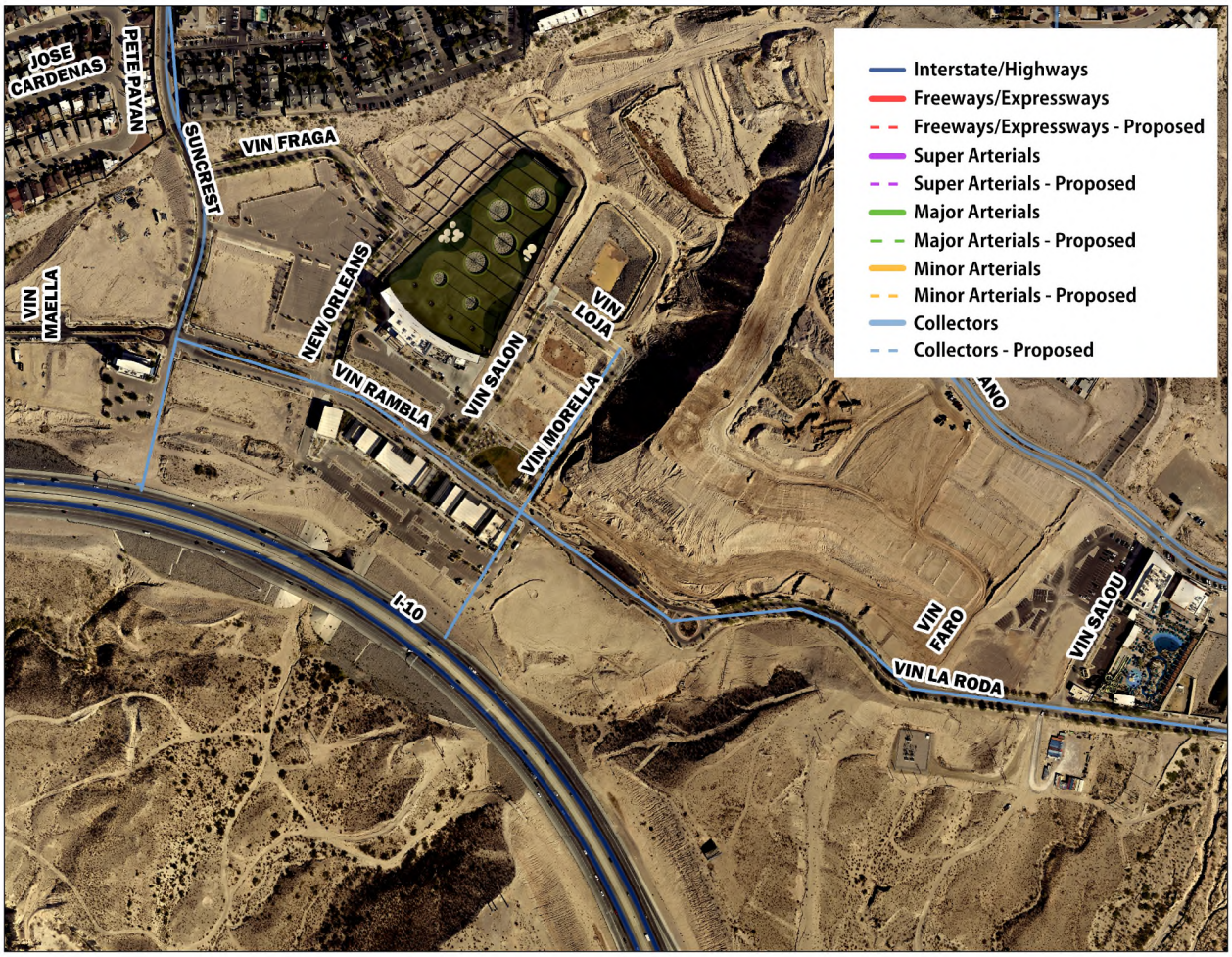
Exhibit "A"
Existing 2025 Major Thoroughfare Plan




JOSE CARDENAS
PETE PAYAN
SUNCREST
VIN FRAGA
VIN MAELLA
NEW ORLEANS
VIN LOJA
VIN RAMBLA
VIN SALON
VIN MORELLA
I-10
VIN FARO
VIN LA RODA
VIN SALOU
Interstate/Highways
Freeways/Expressways
Freeways/Expressways - Proposed
Super Arterials
Super Arterials - Proposed
Major Arterials
Major Arterials - Proposed
Minor Arterials
Minor Arterials - Proposed
Collectors
Collectors - Proposed

Proposed Major Throughfare Plan




JOSE CARDENAS
PETE PAYAN
SUNCREST
VIN FRAGA
VIN MAELLA
NEW ORLEANS
VIN RAMBLA
VIN SALON
VIN LOJA
VIN MORELLA
I-10
VIN FARO
VIN SALOU
VIN LA RODA
Interstate/Highways
Freeways/Expressways
Freeways/Expressways - Proposed
Super Arterials
Super Arterials - Proposed
Major Arterials
Major Arterials - Proposed
Minor Arterials
Minor Arterials - Proposed
Collectors
Collectors - Proposed

File #: 26-0003, **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

Members of the City Council, Representative Deanna Maldonado Rocha, (915) 212-0003

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 expenditure of District 3 discretionary funds in an amount not to exceed $5,000.00, to support current and future programming for youth, seniors, and athletic activities; initiatives; events; community meetings; and other events in District 3 serves the municipal purpose of fostering a positive community atmosphere, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents; and That discretionary funds be used for the purchase of items, including but not limited to water, refreshments, snacks, prizes, and recognition or award items, for events that may be held at various community locations, including but not limited to District 3 parks, libraries, city facilities; and Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council- District 3

AGENDA DATE: 01/06/2026

CONTACT PERSON NAME Deanna Maldonado Rocha **PHONE NUMBER:** 915-212-0003

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL: Goal 4

SUBGOAL: 4.2

SUBJECT:

Discussion and action on a Resolution authorizing the expenditure of District 3 discretionary funds in an amount not to exceed $5,000.00, to support current and future programming for youth, seniors, and athletic activities; initiatives; events; community meetings; and other events in District 3 serves the municipal purpose of fostering a positive community atmosphere, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents; and
That discretionary funds be used for the purchase of items, including but not limited to water, refreshments, snacks, prizes, and recognition or award items, for events that may be held at various community locations, including but not limited to District 3 parks, libraries, city facilities; and
Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

COMMUNITY AND STAKEHOLDER OUTREACH:

n/a

BACKGROUND / DISCUSSION:

The expenditure of District 3 discretionary funds serves the municipal purpose of fostering a positive community atmosphere, promoting cultural enrichment, supporting local initiatives, and enhancing the overall quality of life for El Paso Residents. Examples of events that these funds will be used on include: Ralph Cloud NA Annual Cook out, yearly Halloween Carniaval, community meetings as well as other district events.

PRIOR COUNCIL ACTION:

uncil has previously approved resolutions that support the use of discretionary funds for expenditures related to events that serve the municipal purpose of the council office.

AMOUNT AND SOURCE OF FUNDING:

District 3 Discretionary Funds in an amount not to exceed $5,000.00

RESOLUTION

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

That the City Council declares that the expenditure of District 3 discretionary funds in an amount not to exceed $5,000.00, to support current and future programming for youth, seniors, and athletic activities; initiatives; events; community meetings; and other events in District 3 serves the municipal purpose of fostering a positive community atmosphere, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents; and

That discretionary funds be used for the purchase of items, including but not limited to water, refreshments, snacks, prizes, and recognition or award items, for events that may be held at various community locations, including but not limited to District 3 parks, libraries, city facilities; and

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

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Pine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

File #: 26-0008, **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
Members of the City Council, Representative Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to authorize the expenditure of District 2 discretionary funds in an amount not to exceed $2,500.00, for the execution, promotion, and programming of District 2 holiday events including, but not limited to, the Five Points Holiday Party, as well as for food at senior centers and other holiday events within District 2, which serves the municipal purpose of enhancing the quality of life for El Paso residents and fosters community pride and encourages civic engagement.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 12/16/2025

CONTACT PERSON NAME Representative Josh Acevedo **PHONE NUMBER:** 915-212-0002

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: 4 - Enhance El Paso's Quality of Life

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and action on a Resolution to authorize the expenditure of District 2 discretionary funds in an amount not to exceed $2,500.00, for the execution, promotion, and programming of District 2 holiday events including, but not limited to, the Five Points Holiday Party, as well as for food at senior centers and other holiday events within District 2, which serves the municipal purpose of enhancing the quality of life for El Paso residents and fosters community pride and encourages civic engagement.

COMMUNITY AND STAKEHOLDER OUTREACH:

Multiple constituents have contacted our office about helping sponsor and participate in holiday events.

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?

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

RESOLUTION

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

That City Council declares that the expenditure of District 2 discretionary funds, in an amount not to exceed $2,500.00, for the execution, promotion, and programming of District 2 holiday events including, but not limited to, the Five Points Holiday Party, as well as for food at senior centers and other holiday events within District 2, serves the municipal purpose of enhancing the quality of life for El Paso residents and fosters community pride and encourages civic engagement; and

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

APPROVED this _____ day of _____2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Jesus A. Quintanilla
Assistant City Attorney

CC268 | Tran#628177|D2|JAQ
District 2 Holidays Events- Discretionary funds resolution

File #: 26-0015, **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 Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to rename Fortaleza Park (14800 Tierra Fortaleza Ave., El Paso, TX 79938) to Trotter Memorial Park in memory of Sebastian Rowan Trotter and Charlotte Emery Trotter.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: DISTRICT 5

AGENDA DATE: 12/16/2025

CONTACT PERSON NAME Rep. Ivan Niño **PHONE NUMBER:** 915-212-0005

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 - NURTURE AND PROMOTE

SUBGOAL:

SUBJECT:

Discussion & Action: On recommendation to rename Fortaleza Park (14800 Tierra Fortaleza Ave., El Paso, TX 79938) to Trotter Memorial Park in memory of Sebastian Rowan Trotter and Charlotte Emery Trotter.

COMMUNITY AND STAKEHOLDER OUTREACH:

Neighbors in District 5 came together, gathered signatures and submitted application. District 5 visited with the family for approval. Application was submitted in collaboration with the office of District 5. Signatures verified and approved by Parks & Rec team.

BACKGROUND / DISCUSSION:

Parks & Rec board approved recommendation.

PRIOR COUNCIL ACTION:

Council has previously taken action on renaming other parks and public facilities.

AMOUNT AND SOURCE OF FUNDING:

N/A.

RESOLUTION

WHEREAS, to commemorate the lives of Sebastian Rowan Trotter and Charlotte Emery Trotter whose lives were tragically taken prematurely during the Ruidoso, New Mexico flash flood on July 8, 2025; and

WHEREAS, Sebastian was an avid Pokémon card collector and huge soccer fanatic; and

WHEREAS, Charlotte loved to sing, dance, make jokes, and give people makeovers with her play makeup; and

WHEREAS, both children and the Trotter family enjoyed many hours at Fortaleza Park; and

WHEREAS, on October 8, 2025, the Parks and Recreation Advisory Board has heard from the Trotter family and others and recommend to City Council that Fortaleza Park be renamed to memorialize Sebastian and Charlotte.

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

THAT City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of Fortaleza Park, located at 14800 Tierra Fortaleza Ave., El Paso, TX 79938, within the City of El Paso, El Paso County, Texas, as "Trotter Memorial Park"; and

THAT Carl C. Jackson, ("Applicant") shall incur the customary costs associated with the renaming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility. Any proposed signs shall be reviewed and agreed upon by both the Parks and Recreation Department and Applicant, District 5.

PASSED AND APPROVED this _____ day of _____, 2025.

(*Signatures on Following Page*)

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Pablo Caballero, Director
Parks and Recreation

(Exhibit "A" on the following page)

PARKS & RECREATION
CITY OF EL PASO

City of El Paso
PARK NAMING/CHANGING
Application

Applicant information

Please print or type the information in black ink

Applicant Name: Carl C. Jackson

Mailing Address: [redacted] City: El Paso Zip: 79938

Home Phone: [redacted] Work Phone: _____ Cell Phone: [redacted]

Email Address: [redacted]

Organization _____ ☐ Non-Profit

Proposed Name / Change

Park/Facility Location/Address: 14800 Tierra Forteleza Ave

Current name of Park or Facility: Fortaleza Park ☐ Not Applicable

Suggested Name: Trotter Memorial Park

Category:

☐ Outstanding Individual(s)

Acknowledges the sustained contribution that has been made by such individual(s) to the City of El Paso and/or the development and management of the City's park and recreation system.

☐ Common usage identifying the Neighborhood

Acknowledges the geographic location or common name that gives a particular identity to a neighborhood.

☐ Historical Event, Person, Place

Preserves and honors the history of El Paso, its founders, other historical figures or local landmarks.

☐ Natural or Geographical Feature to the area

Acknowledges a prominent or unique natural or geological feature in the surrounding area.

☐ Benefit/Organization Acknowledgement

Major gift, acknowledges the significant benefit of a donation

☐ Other

Describe:

To Commemorate the Lives of Sebastian, Jr and Charlotte Trotter whoes lives were taken from us prematurely during the floods in Ruidoso, New Mexico - July 2025

PLEASE DO NOT WRITE IN THIS AREA

PARKS AND RECREATION

STAFF ONLY

Date Received at PARD Admin: _____

Date District Rep. Notified: _____

Date of Committee Meeting: _____

Date of PRAB Meeting: _____

Date of City Council Meeting: _____

PARKS & RECREATION
CITY OF EL PASO

PARK NAMING/CHANGING

Supporting Documentation

Suggested Name: Trotter Memorial Park

Please provide a written narrative that supports the nomination for consideration. If proposing to name a park or facility after an outstanding person, a biography must also be attached and include material that identifies the individual's significance and notable reputation in the City of El Paso.

Sebastian, Jr (age 7) and his beloved sister Charlotte (age 4) were vacationing with their parents in Ruidoso, NM when the Guadalupe River flash flooded and swept them away, taking the lives of the two children.

The Trotter family lives down the street from the park and has spent many hours there..

Attach additional pages if needed. Supporting documentation is encouraged for all applications to help justify why this name should be chosen.

From: Karen Jackson [redacted]
Subject:
Date: August 7, 2025 at 8:47 AM
To:

KJ

My name is Hank Wyatt and I'm reaching out on behalf of my brother and sister in law while they're in the hospital with serious injuries due to the Ruidoso, NM, flash flood.

On July 8th, what was supposed to be a carefree family vacation in Ruidoso, New Mexico, turned into a nightmare no one could have imagined.

Their babies, *little* Sebastian Rowan (7) and Charlotte Emery Trotter (4), lost their lives and were sent to be with the lord. Their dogs, Zeus (9) and Ellie (5) were also sadly unable to survive their injuries. Their German Shepherd Lily (8) thankfully survived alongside the parents, Stephanie and Sebastian.

They were camping alongside a small stream of water at an RV park in Ruidoso, NM. They had a fantastic day exploring the town, shopping, getting pizza for lunch, playing soccer, and then came back to start packing up the RV to leave.

They received no warning or alerts on their phone when suddenly water began to flood the campsite at a rapid pace. The RV began to fill up with water before they could even step out of the door. Their efforts to escape the RV and seek refuge failed. As the water got more and more violent, the RV was nearly half way filled with water when the wall of the RV cracked in half and the mother and kids were sucked into the water. Sebastian (parent) dove into the water after the kids.

Stephanie was holding onto her babies fighting the water, trying to get them to safety. Her Husband, Sebastian, was able to guide their son up a tree while Stephanie and their daughter Charlotte continued down the river until trees and debris hit and separated them. It was impossible for them to fight against the speed and depth of the water at this point.

Stephanie was drowning and found the strength to force herself back above the water and thankfully got stuck on a part of a wall in order to be rescued by some people nearby.

Its a miracle that Stephanie and Sebastian (parents) even survived those waters.

The entire town tried to help as much as possible and we thank them for their support. Everyone helped trying to rescue them as well as their dogs.

As if losing their children and two of their dogs weren't enough, the flood destroyed their RV, their truck, and nearly every precious keepsake they brought with them... photo albums, laptops and phones filled with memories, and the simple comforts of home. Stephanie and Sebastian both sustained serious injuries; Sebastian faces major surgeries and months of recovery, and she will not be able to work fully for quite some time. Stephanie is a nursing student and Sebastian is a active US Army soldier.

We are raising these funds not only to cover their bills, mortgage, and rehabilitation, but to give our little Sebastian and Charlotte the beautiful farewell they deserve... their funerals, the memorials, the moments of love and remembrance that no amount of sorrow should ever steal from a family.

These funds will mostly be used to give the kids the memorials that they deserve and ensure that the parents have one less thing they need to worry about.

Sebastian and Stephanie were devoted parents to two of the brightest, most joyful souls you could ever meet. Little Sebastian loved nothing more than chasing a soccer ball across a field, dreaming of playing professionally one day. Charlotte was our little performer. Always singing, always twirling, and lighting up every room she entered. They were kind, curious, and loved harder than anyone I've ever known.

This is the worst day of our family's lives. If you can give even a dollar, it will help shoulder some of the burden the parents have and they can focus on healing. If you can share this page, you can help bring hope to Stephanie and Sebastian in their darkest hour. Thank you from the bottom of our hearts for standing with us. Any kindness you can offer will mean the world.

3 dead, including 2 children of Fort Bliss soldier, in New Mexico flooding, local authorities say

abcnews.go.com/US/deadly-new-mexico-flooding-rio-ruidoso/story?id=123599023

Officials used a "multi-alert" system to alert residents of the floods.

-
-
-
-

7:22

Charlotte and Sebastian Trotter are seen in this family photo.

Courtesy Tiffanie Wyatt

Two young children of a U.S. Army soldier stationed at Fort Bliss were among the three people killed in a record-breaking flash flood that swept through a village in New Mexico on Tuesday, local officials said.

The three were "swept downstream by the unprecedented floodwaters that struck" the Village of Ruidoso, village officials said in a statement.

"The biggest catastrophe of all are the lives that we lost," Mayor Lynn Crawford said during a press conference on Wednesday.

Water flows past damaged houses along the Rio Ruidoso after a deadly flash flooding in Ruidoso, N.M., July 9, 2025.
Paul Ratje/Reuters

The two children were identified as Charlotte Trotter, 4, and Sebastian Trotter, 7, according to their aunt Tiffanie Wyatt. She said their father, Sebastian Trotter, a solder based at Fort Bliss in El Paso, Texas, and their mother, Stephanie, both suffered serious injuries but survived and were receiving medical treatment at a hospital in Texas.

"We want everyone to know that the kids were full of life and always laughing," Wyatt told ABC News in a statement. "Sebastian was an avid Pokémon card collector, loved to play sports, but was a huge soccer fanatic. He wanted to be a professional soccer player when he got older. Charlotte loved to be the center of attention. She loved to sing, dance, and make jokes. She also loved to give people makeovers with her play makeup."

She added, "The kids knew nothing but love and we believe they felt it to the very end."

Charlotte and Sebastian Trotter are seen in this family photo.
Courtesy Tiffanie Wyatt

The family also lost two dogs in the flood, a 4-year-old German Shepherd named Ellie and a 9-year-old husky named Zeus.

The third person who died in the flooding -- a man in his 40s or 50s -- has not been publicly identified.

"Our hearts are heavy with grief following this devastating loss. The entire Fort Bliss community extends our deepest condolences to the family and loved ones affected by this tragedy," Brig. Gen. Rory Crooks, the deputy commanding general of the First Armored Division and Fort Bliss, said in a statement.

MORE: Texas flooding live updates: 110 dead in Texas, 161 missing in Kerr County

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More than 65 others were rescued by emergency crews, officials said. Three individuals were transported to the hospital for treatment, but all are in stable condition, officials said. Preliminary findings show that around 35 to 50 homes were damaged or lost in the floods, officials said.

Officials said they were prepared for potential flooding due to their "multi-alert system," which includes a traditional siren, door-to-door knocking and "opt-in" notifications for residents to receive alerts on their phones.

In this image taken from video, a house is carried away by flash flooding behind a house in Ruidoso, N.M., Tuesday, July 8, 2025.
Kaitlyn Carpenter via AP

"We always urge citizens to not rely on one emergency alert system," village officials said on Wednesday. "Layers save lives."

The Rio Ruidoso rose "to a record-breaking 20 feet -- 5 feet higher than the previous record," officials said. The area was pummeled with 3.5 inches of rain in about 90 minutes, which impacted the community "head on," officials said on Wednesday.

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During the rescues, officials said they found people in trees, in the water or trapped in their homes.

"The flash flooding occurred Tuesday afternoon when heavy monsoonal rains fell on burn scar areas from last year's South Fork and Salt fires, creating dangerous conditions that led to rapid water rise throughout the village," the village said.

The National Weather Service in Albuquerque said early data placed the river's crest at 20.24 feet on Tuesday afternoon, which would break the record of 15.86 feet that was set on July 20, 2024.

In this image taken from video, flash flooding is seen behind a house in Ruidoso, N.M., Tuesday, July 8, 2025.
Kaitlyn Carpenter via AP

The highest measured rainfall was 3.29 inches on the southwest side of the South Fork burn scar. But generally speaking between 1.5 and 3.5 inches of rain fell on the burn scar and up to 1.5 inches fell in the village of Ruidoso.

Prior to the floods, the National Weather Service issued a flash food watch on Tuesday at 8 a.m., which was followed by a flash flood warning at 2:20 p.m., officials said. Less than half an hour later, a flash flood emergency was issued at 2:47 p.m., officials said.

"As you can tell, it came on pretty suddenly," Crawford said Wednesday.

But officials said they were not just relying on alerts, with the National Guard already in place before the flooding began.

The threat for rain and flooding is not over in the area.

MORE: Texas flooding victims: From young campers to a dad saving his family, what we know about the lives lost

→
A flood watch is in effect over this specific area -- Ruidoso and Capitan -- for Wednesday afternoon because there is a chance for 1-inch per hour rainfall rates with isolated downpours possible in the region. Another round of rain is possible in the evening as well. If another downpour happens, flash flooding can begin rapidly just like Tuesday.

Village officials said they are in "close contact" with state officials and the request for federal disaster assistance has already been issued.

There have been multiple flash flooding events in the same region since the South Fork Fire in June 2024 burned more than 17,000 acres. Prior to Tuesday's event, Ruidoso suffered serious flash flooding as recently as June 26.

A full damage assessment is underway but will take "several days" to complete, officials said on Wednesday.

Officials said anyone with information on those missing in the floods should call their missing persons hotline at 575-637-0328.

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- Weather

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Mom Recounts Floods That Killed Her Children —'FIGHTING in the Water'

www.newsweek.com/new-mexico-ruidoso-flash-flooding-deaths-2098171

July 12, 2025

By Martha McHardy
US News Reporter

Newsweek Is A Trust Project Member

A grieving mother has described the terrifying final moments she spent clinging to her children before deadly flash floods swept them away in Ruidoso, New Mexico.

"We tried so hard to save our babies," Stephanie Trotter wrote in an emotional statement, recounting how she held onto her son and daughter — Sebastian, 7, and Charlotte, 4 — as their RV filled with water in just seconds.

The Context

This flash flood tragedy is part of a broader pattern of devastating weather battering the American Southwest this summer. The flooding in New Mexico comes just weeks after deadly floods in Texas, where authorities recently reported more than 160 people missing in the aftermath of catastrophic storms. The tragedy in Ruidoso highlights growing concerns about increasingly intense weather systems striking communities with little time to prepare for sudden surges of water.

Residents of the town of Ruidoso, New Mexico, came back to their neighborhood to find what was left of their homes after major flooding on July 8, 2025. Roberto E. Rosales/AP

What To Know

Charlotte and Sebastian Trotter were found dead on July 8 after flash flooding swept through the village of Ruidoso and into Riverview RV Park. The children and their parents, Sebastian and Stephanie Trotter, had arrived just two days earlier for a family camping trip from El Paso, Texas.

"Our lives changed forever in the absolute worst possible way this past Tuesday while enjoying an innocent family vacation," Stephanie wrote on Facebook. "I want to start off by heartbreakingly announcing that it is true... that our babies Sebastian Rowan (7) and

Charlotte Emery (4) are gone with the Lord. Our dogs, Zeus (9) and Ellie (5), also did not make it. Somehow by an absolute miracle... our German shepherd Lily (8) survived along with my husband and I."

The Trotters had parked their RV near a small stream when the water rose with frightening speed.

"In a matter of a minute or so of the water breaking... our RV was filling before we could step out the door," she said. "We literally just got back to our site 10–15 minutes prior and never received warnings on our phones."

"They received no warning or alerts on their phone when suddenly water began to flood the campsite at a rapid pace," the children's uncle, Wyatt, wrote on GoFundMe.

As the water rushed through the campsite, the family's escape efforts failed.

"Our RV began to fill with what felt like 100 mph water and eventually the wall broke open in our RV and we were sucked into the water," Stephanie said. "I was holding our babies FIGHTING in the water."

The parents were separated from their children by trees and debris in the torrent.

"My husband was able to guide our son up a tree from a distance for as long as he could hold on, but Charlotte and I continued down the river until trees and debris separated us," she wrote. "It was just simply impossible."

Wyatt described how her husband dove into the water to reach Charlotte, while Stephanie and her son tried to climb to safety.

"It was impossible for them to fight against the speed and depth of the water at this point," he said.

Stephanie said she felt herself drowning but somehow found the strength to fight back to the surface to try to reach her children. Both parents survived, with injuries that they say reveal "the story of a parent's will to fight and risk their own lives to give their babies a chance."

Now back in El Paso, the couple are recovering while mourning an unimaginable loss. Sebastian senior, who serves in the Army at Fort Bliss, requires surgery.

"Please pray for my husband as he goes in for surgery and pray that he can overcome the pain of some of the things he had to witness as a father," Stephanie wrote.

The family says they are deeply grateful to the strangers and rescue crews who risked their lives to pull them from the water.

"Thank you so much to everyone that helped get my husband and I out of the water as swiftly as possible and risking your lives for us," Stephanie said.

On GoFundMe, Wyatt remembered the siblings as the "brightest, most joyful souls you could ever meet."

"Little Sebastian loved nothing more than chasing a soccer ball across a field, dreaming of playing professionally one day. Charlotte was our little performer. Always singing, always twirling, and lighting up every room she entered. They were kind, curious, and loved harder than anyone I've ever known."

Fort Bliss, where Sebastian Trotter is stationed, has pledged to support the family during their recovery. Loved ones have launched a GoFundMe campaign to help them rebuild, which has raised more than $198,000 as of July 12.

Above all, the family asks for privacy and prayers as they mourn.

"Our babies were absolutely everything to us. Everything we did and have been working so hard for — was always for them," Stephanie wrote. "Please just pray."

A third victim, identified by officials as a man between 40 and 50 years old, was swept away at the same RV park as the Trotter family.

Meanwhile, videos circulating on social media show a house being swept up in the surge in Ruidoso as rushing waters tore through previously burn-scarred terrain from wildfires.

Newsweek is committed to journalism that's factual and fair.

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Family seeks funds for children killed in Ruidoso flood

www.ruidosonews.com/family-seeks-funds-for-kids-killed-in-ruidoso-flood/

July 11, 2025

Sarah Rubinstein
Ruidoso News

Seven-year-old Sebastian Rowan Trotter and his sister Charlotte Emery Trotter, 4, were among the three found dead in the wake of the most devastating flood in Ruidoso's history.

Benjamin Feagin was also killed in the flood, according to the Ruidoso Community Support Facebook page. The Village of Ruidoso had not confirmed Feagin's identity as of Friday.

The children were visiting Ruidoso from their home in El Paso with parents Sebastian, a soldier stationed at Fort Bliss and Stephanie Trotter, a nursing student, when the floodwaters hit.

Photos of the Trotter family's pets were posted to their GoFundMe page. Only one dog survived.
GoFundMe

The parents were injured in the flood which also tragically took the lives of the family's German Shepard Ellie and husky Zeus. A second German Shepard Lily survived.

Following the deaths, the Trotters' family members set up a GoFundMe to support medical expenses and funeral costs.

"On July 8th, what was supposed to be a carefree family vacation in Ruidoso, New Mexico, turned into a nightmare no one could have ever imagined," wrote Hank Wyatt, uncle of the children on a GoFundMe page for the family.

The family was camping alongside a small stream at the Riverside RV Park on Sudderth Drive, Hank wrote.

Hank said the family "received no warning or alerts on their phone," prior to the flooding.

In the GoFundMe description, Hank detailed how their RV filled up with water before they could escape. Then, Stephanie and the children were “sucked into the water” with their father, Sebastian, diving in after them.

“It was impossible for them to fight against the speed and depth of the water at this point,” he wrote.

Ultimately, Sebastian was able to guide his son up a tree while Stephanie and her daughter were hit by trees and debris and were separated, he wrote.

“It’s a miracle that Stephanie and Sebastian even survived those waters,” he wrote.

The GoFundMe, set a goal of $125,000 to cover the family’s medical expenses, rehabilitation and funerals for the children. As of Thursday afternoon, $40,301 has been raised.

“As if losing their children and two of their dogs weren’t enough, the flood destroyed their RV, their truck, and nearly every precious keepsake they brought with them… photo

albums, laptops and phones filled with memories, and the simple comforts of home,” Hank wrote.

The children were memorialized on Facebook by their aunt, Tiffanie Wyatt.

“Our hearts are broken. This is something no family should ever have to face,” she said on Facebook.

“Sebastian was an avid Pokémon card collector, loved to play sports, but was a huge soccer fanatic. He wanted to be a professional soccer player when he got older,” Tiffanie said in a statement to ABC News.

“Charlotte loved to be the center of attention. She loved to sing, dance, and make jokes. She also loved to give people makeovers with her play makeup.”

In a press conference Thursday, Gov. Michelle Lujan Grisham expressed her hurt for the victims of the flooding.

“The two children and one adult gentleman that you’ve lost in this community is unfathomable, unfair, and is the worst of these kinds of disasters,” she said.

Attempts were made to reach the family by Ruidoso News but were unsuccessful.

Form 09-0001 Revised 11/06/12

Suggested Name: TROTTER MEMORIAL PARK

List eligibile members of the public who support the nomination:
Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

	Name	Address	Phone Number	Signature
1	Florencia V	[redacted]		
2	Jorge O. Castañeda			
3	Karla Escobar			
4	Kevin Hernandez			
5	Jessica Ruiz			
6	Teresa Monroy			
7	Analee Carrejo			
8	Hiram Hernandez			
9	Marian Montoya			
10	Ashley Meraz			
11	Damacio Corbajal			
12	Ramon Corbajal			
13	Cristian Johnson			
14	Samantha Johnson			
15	Rose Charlotte			
16	Carlos Escobar			
17	Aaron Larson			
18	Rene Aleman			
19	Lidia Panngasiri			

Citizen Support

PARKS & RECREATION

PARK NAMING/CHANGING FORM

Form 09-0001 Revised 11/06/12

Suggested Name: TROTTER MEMORIAL PARK

List eligibile members of the public who support the nomination:
Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

	Name	Address	Phone Number	Signature
20	Ivan Saenz	[redacted]		
21	Bryan Saenz			Bryan L. Saenz
22	Marisol Saenz			
23	[illegible] Noble			
24	Silvia Medina			
25	Joel Velasquez			
26	Azuel Velasquez			
27	ieny A. Davis			
28	Eddi Rodriguez			
29	Monica Medina			
30	Cezar C Delira			
31	ibeth Serna			
32	Chris Garcia			
33	VERONICA ALVAREZ			
34	Claudia Rodriguez			
35	Alejandra Cardoso			
36	ANA L. SOLIS			
37	Alejandro Solis			Alejandro Solis
38	Natalia Soles			
39	Johnny Solis			

Page 3 of 718

PARKS & RECREATION CITY OF EL PASO

PARK NAMING/CHANGING FORM

Citizen Support

Form 09-0001 Revised 11/06/12

Suggested Name: "TROTTER MEMORIAL PARK"

List eligibile members of the public who support the nomination:
Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

	Name	Address	Phone Number	Signature
40	CHRIS BASTIAN	[redacted]		
41	Julie Haynes			
42	Elvis Pedroza			
43	Yamil Velasquez			
44	Claudia Holguin			
45	Rith Rut			
46	Tanika Tate			
47	Jose G. Barron			
48	Jolie Smith			
49	GREG SMITH			
50	Trisha McKinney			
51	Kenneth McKinney			
52	Blanca Campos			
53	Sam Maghanoy			
54	Nickole Phelps			
55	Anthony Thornton			
	Ana Portes			
	Samuel Porras			
56	Ricardo Rodriguez Velasco			
57	Jesse Arredondo			

PARKS & RECREATION
CITY OF EL PASO

PARK NAMING/CHANGING FORM

Citizen Support

Form 09-0001 Revised 11/06/12

Suggested Name: "TROTTER MEMORIAL PARK"

List eligibile members of the public who support the nomination:
Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

	Name	Address	Phone Number	Signature
58	Tai Nguyen	[redacted]		
59	LUIS MARES			
60	Bertha Mares			Bertha Mares

PARKS & RECREATION CITY OF EL PASO

PARK NAMING/CHANGING FORM

Citizen Support

Suggested Name: TROTTER MEMORIAL PARK

List eligibile members of the public who support the nomination:
Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

Name	Address	Phone Number	Signature
Adriah Lopez	[redacted]		
Miguel Lopez			
Michelle Smith			
Charles Smith Jr			
Edgar Chavez			
Ivan Adame			
Oscar Saenz			
Jessica Gomez			
Ricardo Rivera			
Alejandra Saldana			
Stephanie Saldaña			
Misty Villegas			
Joe Villegas			
Mariana Beltran			
Amanda Dueñez			
Hector Prado			
Heather Jamronski			
Brenda Padilla			
Miguel A. Padilla			

PARKS & RECREATION CITY OF EL PASO

PARK NAMING/CHANGING FORM

Citizen Support

Form 09-0001 Revised 11/06/12

Suggested Name: TROTTER MEMORIAL PARK

List eligibile members of the public who support the nomination:
Include name, address, telephone number and signature of fifty (50) individuals, ages 18 years or older who live within a mile radius of the park/facility.

	Name	Address	Phone Number	Signature
61	Steven Ale Panngasinan	[redacted]		
62	Carlos Vives			
63	JOSHUA OBERG			
64	Jose Rocha			
65	Suzanne Nikont			
66	ELAINA PATTON			
67	Veronica Quevedo			
68	Marissa Querada			
69	Matt Gallin			
70	Adrian Cervantes			
71	DIEGO VALENTIN			
72	George Bauer			
73	Alex Villareal			
74	Phillip Carrion			
75	Delane Albers			
76	Hazell Davila			
77	Karen Pogue			
	RUBEN CASTRO			
78	RUTH ALBERS			

PARKS & RECREATION CITY OF EL PASO

PARK NAMING/CHANGING FORM

Citizen Support

File #: 26-0019, **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

Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution that the City Council authorizes the expenditure of District 8 discretionary funds in an amount not to exceed ONE THOUSAND NINE HUNDRED DOLLARS ($1,900.00) to be used towards December community events hosted by District 8 including "Tamales with Canales" and "Segundo Barrio Holiday Luncheon.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 12/16/20

PUBLIC HEARING DATE:

CONTACT PERSON NAME: City Rep. Chris Canales **PHONE NUMBER:** 915-212-0008

2nd CONTACT PERSON NAME: N/A **PHONE NUMBER:** N/A

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL:

SUBJECT:

Discussion and action to approve a resolution that the City Council authorizes the expenditure of District 8 discretionary funds in an amount not to exceed ONE THOUSAND NINE HUNDRED DOLLARS ($1,900.00) to be used towards December community events hosted by District 8 including "Tamales with Canales" and "Segundo Barrio Holiday Luncheon."

BACKGROUND / DISCUSSION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

An amount not to exceed $1,900.00 in District 8 Discretionary Funds.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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

THAT the City Council authorizes the expenditure of District 8 discretionary funds in an amount not to exceed ONE THOUSAND NINE HUNDRED DOLLARS ($1,900.00) to be used towards December community events hosted by District 8 including "Tamales with Canales" and "Segundo Barrio Holiday Luncheon.", and

THAT the City Council declares the expenditure of said discretionary funds serve the municipal purpose of fostering a positive community atmosphere, enhancing citizen engagement with leadership, and improving the overall quality of life for El Pasoans, and

THAT the City Manager or designee is authorized to accept donations for sponsorship of the event, to negotiate and sign contracts as approved by the City Attorney, to execute any related documents, to effectuate any budget transfers and to appropriate and ensure that the funds are properly expended for the municipal purpose.

APPROVED this _____ day of _____, 2025.

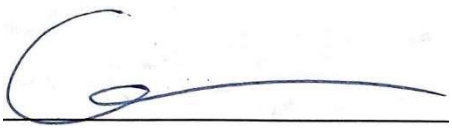
THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

File #: 26-0039, **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 Deanna Maldonado-Rocha, (915) 212-0003
Members of the City Council, Representative Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to direct El Paso Water Utilities to schedule and conduct 8 city council district community meetings regarding the proposed budget and rate increase. These meetings should be held between now and January 13, 2026 to ensure adequate public outreach and input prior to budget adoption on January 14, 2026.

The purpose of these community meetings is to:

- Provide residents with clear information on the proposed budget and any associated rate adjustments
- Offer the public an opportunity for questions and feedback
- Ensure transparency and community engagement in the budget development process

Further, City Manager is directed to coordinate with El Paso Water to finalize meeting dates, locations, and communication plans to ensure broad community awareness.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: City Council

AGENDA DATE: 12/16/2025

CONTACT PERSON NAME Josh Acevedo **PHONE NUMBER:** 915-212-0002

2nd CONTACT PERSON Deanna Maldonado-Rocha **PHONE NUMBER:** 915-212-0003

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Promote Transparent & Consistent

SUBGOAL:

SUBJECT:

Discussion and action to direct El Paso Water Utilities to schedule and conduct 8 city council district community meetings regarding the proposed budget and rate increase. These meetings should be held between now and January 13, 2026 to ensure adequate public outreach and input prior to budget adoption on January 14, 2026.
The purpose of these community meetings is to:
- Provide residents with clear information on the proposed budget and any associated rate adjustments
- Offer the public an opportunity for questions and feedback
-Ensure transparency and community engagement in the budget development process
Further, City Manager is directed to coordinate with El Paso Water to finalize meeting dates, locations, and communication plans to ensure broad community awareness.

COMMUNITY AND STAKEHOLDER OUTREACH:

EPWU held a public meeting on December 2, 2026 at TechH20 regarding the proposed budget impacts. They will also be holding 2 public hearings on December 10, 2025 and January 14, 2026. We are requesting additional meetings to meet constituent (customer) need in other parts of the city.

BACKGROUND / DISCUSSION:

The main benefit to this action would be public input and outreach which enhances engagement.

PRIOR COUNCIL ACTION:

To our knowledge Council has not requested this type of action from EPWU prior to this year.

AMOUNT AND SOURCE OF FUNDING:

NA

File #: 25-1442, **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) 212-0043
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.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2026-0059 Postal Services to US Postal Service for a three (3) year term for an estimated amount of $650,000.00. This contract will allow the Tax Office to have a three-year contract to provide the tax bills to residents in a timely manner each year.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $300,000.00 for the initial term, which represents a 85.71% increase due to price increases for postal services.

Department:	Tax Office
Award to:	US Postal Service
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$216,666.67
Initial Term Estimated Award:	$650,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$650,000.00
Account(s):	206-3700-19040-540030
Funding Source(s):	Tax Office Enterprise Fund
District(s):	All

This is a Non-Competitive Award - service contract.

Non-Competitive Procurement under Local Government General Exemption: Section 252.022: (7) a procurement of items that are available from only one source, (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. The US Postal Service is a permanent fixture of the Federal Government in order to comply with the requirements under the Texas Property Tax Code, Sec. 31.01. Tax Bills.

The Purchasing & Strategic Sourcing and Tax Office Departments recommend award as indicated to The US Postal Service, under the exemption listed above.

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.

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

DEPARTMENT: Tax Office
Purchasing & Strategic Sourcing
AGENDA DATE: December 16, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Maria O. Pasillas, Tax Assessor & Collector **PHONE NUMBER:** (915) 212-1737
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2026-0059 Postal Services to US Postal Service for a three (3) year term for an estimated amount of $650,000.00.

BACKGROUND / DISCUSSION:
This will allow the Tax Office to have a three-year contract to provide the tax bills to residents in a timely manner each year.

COMMUNITY AND STAKEHOLDER OUTREACH:
N/A`

SELECTION SUMMARY:
This item is for a non-competitive purchase for tax mailing services. Exempt under 252.022 (7) a procurement of items that are available from only once source, including: (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. The US Postal Service is a permanent fixture of the Federal Government in order to comply with the requirements under the Texas Property Tax Code, Sec. 31.01. Tax Bills.

CONTRACT VARIANCE:
The difference based in comparison to the previous contract is as follows: An increase of $300,000.00 for the initial term, which represents a 85.71% increase due to price increases for postal services.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $650,000.00
Funding Source: Tax Office Enterprise Fund
Account: 206-3700-19040-540030

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas, Tax Assessor & Collector

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Non-Competitive

**********Posting Language Below **********

Please place the following item on the Regular Agenda for the City Council Meeting of December 16, 2025.

Award Summary:
Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2026-0059 Postal Services to US Postal Service for a three (3) year term for an estimated amount of $650,000.00. This contract will allow the Tax Office to have a three-year contract to provide the tax bills to residents in a timely manner each year.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $300,000.00 for the initial term, which represents a 85.71% increase due to price increases for postal services.

Department:	Tax Office
Award to:	US Postal Service
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$216,666.67
Initial Term Estimated Award:	$650,000.00
Option Term Estimated Award:	N/A
Total Estimated Award	$650,000.00
Account(s)	206-3700-19040-540030
Funding Source(s):	Tax Office Enterprise Fund
District(s):	All

This is a Non-Competitive Award – service contract.

Non-Competitive Procurement under Local Government General Exemption: Section 252.022: (7) a procurement of items that are available from only one source, (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. The US Postal Service is a permanent fixture of the Federal Government in order to comply with the requirements under the Texas Property Tax Code, Sec. 31.01. Tax Bills.

The Purchasing & Strategic Sourcing and Tax Office Department recommend award as indicated to The US Postal Service, under the exemption listed above.

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.

File #: 25-1465, **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) 212-0043
Information Technology, Carolyn Patrick, (915) 212-1408

AGENDA LANGUAGE:

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

Discussion and action on Agreement No. 2022-0400 CopLogic - Online Reporting Software, with LexisNexis CopLogic Solutions, Inc. d/b/a LexisNexis Risk Solutions, to continue to provide citizen online reporting system that creates and submits police incident report posted in to the existing Police Department's records management system, each fiscal year as governed by City Council's approval of the annual City budget.

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

DEPARTMENT:	Information Technology Purchasing & Strategic Sourcing		
AGENDA DATE:	December 16, 2025		
PUBLIC HEARING DATE:	Not Applicable		
CONTACT PERSON NAME:	Carolyn Patrick, Deputy Chief Information Officer	**PHONE NUMBER:**	(915) 212-1408
	Claudia A. Garcia, Director	**PHONE NUMBER:**	(915) 212-0043
DISTRICT(S) AFFECTED:	All		

SUBJECT:
Discussion and action on Agreement No. 2022-0400 CopLogic – Online Reporting Software, with LexisNexis CopLogic Solutions, Inc. d/b/a LexisNexis Risk Solutions, each fiscal year as governed by City Council's approval of the annual City budget.

BACKGROUND / DISCUSSION:
On May 10, 2022, the City of El Paso ("City") entered into Agreement No. 2022-0400, CopLogic, with LexisNexis Coplogic Solutions, Inc. d/b/a/ LexisNexis Risk Solutions, for a term of two (2) years, with yearly automatic renewals, the initial performance period is December 1, 2022 to November 30, 2023.

The Agreement lapsed on December 1, 2024 while services remained on going to date.

On September 3, 2025, City Council has approved the ratification of outstanding cost associated with the annual maintenance for the El Paso Police Department's Online reporting program with LexisNexis CopLogic Solutions.

Coplogic Solutions products and services have been acquired and implemented by the City through Agreement 2022-0400 since 2022 to date in the approximate amount of $229,378.00.

The executed Agreement No. 2022-0400 provides that, agreement shall commence upon effective date and shall continue until terminated in accordance with its terms, with each order specifying the applicable service term.

The executed Agreement No. 2022-0400 shall continue in effect until such time as the City determines that the products and services are no longer required.

The City desires to maintain access to LexisNexis CopLogic's current and future services and products to continue building upon its investment in the CopLogic – Online Reporting Software

The continued use of LexisNexis CopLogic Solutions will provide continuity of the citizen online reporting system that creates and submits police incident report posted into the existing Police Department's records management system.

COMMUNITY AND STAKEHOLDER OUTREACH:
Not Applicable

SELECTION SUMMARY:
Not Applicable

2022-0924 Vector Solution Software

CONTRACT VARIANCE:
Not Applicable

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
On May 10, 2022, the City of El Paso ("City") entered into Agreement No. 2022-0400, CopLogic, with LexisNexis CopLogic Solutions, Inc. d/b/a/ LexisNexis Risk Solutions, for a term of two (2) years.

On September 3, 2025, City Council has approved the ratification of outstanding cost associated with the annual maintenance for the El Paso Police Department's Online reporting program with LexisNexis CopLogic Solutions.

AMOUNT AND SOURCE OF FUNDING:
Amount: N/A
Funding Source: N/A
Account: N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	N/A

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

DEPARTMENT HEAD:

C. Patrick
Carolyn Patrick, Deputy Chief Information Officer

Claudia A. Garcia – Director of Purchasing & Strategic Souring

2022-0924 Vector Solution Software

Revised 5/20/2025-V6 – Previous Versions Obsolete

Project Form

**********Posting Language Below **********

Please place the following item on the Regular Agenda for the City Council of December 16, 2025.

Discussion and action on Agreement No. 2022-0400 CopLogic – Online Reporting Software, with LexisNexis CopLogic Solutions, Inc. d/b/a LexisNexis Risk Solutions, to continue to provide citizen online reporting system that creates and submits police incident report posted in to the existing Police Department's records management system, each fiscal year as governed by City Council's approval of the annual City budget.

RESOLUTION

WHEREAS, on May 10, 2022, the City of El Paso ("City") entered into Agreement No. 2022-0400, CopLogic, with LexisNexis Coplogic Solutions, Inc. d/b/a/ LexisNexis Risk Solutions, for a term of two (2) years, with yearly automatic renewals, the initial performance period is December 1, 2022 to November 30, 2023;

WHEREAS, the contract lapsed on December 1, 2024 while services remained on going to date;

WHEREAS, on September 3, 2025, City Council has approved the ratification of outstanding cost associated with the annual maintenance for the El Paso Police Department's Online reporting program with LexisNexis Coplogic Solutions;

WHEREAS, Coplogic Solutions products and services have been acquired and implemented by the City through Agreement 2022-0400 since 2022 to date in the approximate amount of $229,378.00;

WHEREAS, the executed Agreement No. 2022-0400 provides that, agreement shall commence upon effective date and shall continue until terminated in accordance with its terms, with each order specifying the applicable service term;

WHEREAS, the executed Agreement No. 2022-0400 shall continue in effect until such time as the City determines that the products and services are no longer required;

WHEREAS, the City will continue to align its use of LexisNexis Coplogic Solutions, Inc. d/b/a/ LexisNexis Risk Solutions products and services with the City's annual budget process, whereby projected usage of Vector software solutions will be reviewed, updated, and authorized by the City Council through approval of the applicable fiscal year budget resolution and its associated schedules; and

WHEREAS, the City desires to maintain access to LexisNexis Coplogic Solutions current and future services and products to continue building upon its investment in LexisNexis Coplogic Solutions.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are hereby found to be true and correct and are incorporated herein by reference.

2. All expenditures arising from contractual obligations for Fiscal Year 2026 (FY26) with LexisNexis Coplogic Solutions, Inc. d/b/a/ LexisNexis Risk Solutions, which are required to meet the City's IT and Police Department needs, have been approved through the FY26 Budget Resolution.

3. The City Attorney's Office shall review, and the Purchasing Director is authorized to execute any related and necessary documents during the term of the Agreement.

4. Expenditures under the Agreement for any fiscal year shall be subject to the approval of the City's annual budget, including projections and updates by the Department of Information Technology, which shall be incorporated into Schedule E of the City's annual Budget Resolution.

5. The City Manager, or designee, is authorized to execute any documents and budget transfers necessary to implement this Resolution.

APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Carolyn Patrick, Deputy Chief Information Officer
Information Technology

_____
Claudia A. Garcia, Director
Purchasing & Strategic Sourcing Department

File #: 25-1441, **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) 212-0043
Streets & Maintenance, Randy Garcia, (915) 212-7005

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Discussion and action on the award of Solicitation 2025-0452 to Traffic Logix Corporation for an initial term of three (3) year(s) for an estimated amount of $972,000.00. The award also includes a two (2) year option for an estimated amount of $648,000.00. The total contract time is for five (5) years for a total estimated amount of $1,620,000.00. This contract will allow Streets and Maintenance to purchase speed cushions to slow traffic down to the 15-25 mph range.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $651,625.00 for the initial term, which represents a 67.29% increase due to an increase in quantities and additional section panels for speed cushions added to the scope of work.

Department:	Streets and Maintenance
Award to:	Traffic Logix Corporation
City & State:	Spring Valley, NY
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$324,000.00
Initial Term Estimated Award:	$972,000.00
Option Term Estimated Award:	$648,000.00
Total Estimated Award:	$1,620,000.00
Account(s):	522270-532-1000-32020-P3250

Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Traffic Logix Corporation the lowest responsive and responsible bidder.

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

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

DEPARTMENT: Streets and Maintenance
Purchasing & Strategic Sourcing
AGENDA DATE: December 16, 2025
PUBLIC HEARING DATE: NA
CONTACT PERSON NAME: Randy Garcia, Director **PHONE NUMBER:** (915) 212-7005
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
Discussion and action on the award of solicitation 2025-0452 Speed Cushions - to Traffic Logix Corporation for an initial term of three (3) years for an estimated amount of $972,000.00. The award also includes a two (2) year option for an estimated amount of $648,000.00. The total contract time is for five (5) years for a total estimated amount of $1,620,000.00.

BACKGROUND / DISCUSSION:
This contract will allow the Streets and Maintenance to purchase speed cushions designed to reduce traffic speeds to the 15-25 mph range.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid/proposal meeting was held on July 23, 2025. Two (2) suppliers were in attendance.

SELECTION SUMMARY:
Solicitation was advertised on July 15,2025 and July 22, 2015.The solicitation was posted on City website on July 15, 2025. There were a total fifteen (15) viewers online; two (2) bids were 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 $651,625.00 for the initial term, representing 67.29% increase, due to an increase in quantities and additional items included as part of the scope of work.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
NA

AMOUNT AND SOURCE OF FUNDING:
Amount: $1,620,000.00
Funding Source: General Fund
Account: 522270-532-1000-32020-P3250

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

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

DEPARTMENT HEAD:

Randy Garcia, Director of Streets and Maintenance

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Low Bid

**********Posting Language Below **********
Please place the following item on the Regular Agenda for the City Council of December 16, 2025

Award Summary:
Discussion and action on the award of solicitation 2025-0452 to Traffic Logix Corporation for an initial term of three (3) year(s) for an estimated amount of $972,000.00. The award also includes a two (2) year option for an estimated amount of $648,000.00. The total contract time is for five (5) years for a total estimated amount of $1,620,000.00. This contract will allow Streets and Maintenance to purchase speed cushions to slow traffic down to the 15-25 mph range.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $651,625.00 for the initial term, which represents a 67.29% increase due to an increase in quantities and additional section panels for speed cushions added to the scope of work.

Department:	Streets and Maintenance
Award to:	Traffic Logix Corporation
City & State:	Spring Valley, NY
Item(s):	ALL
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$324,000.00
Initial Term Estimated Award:	$972,000.00
Option Term Estimated Award:	$648,000.00
Total Estimated Award	$1,620,000.00
Account(s)	522270-532-1000-32020-P3250
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Traffic Logix Corporation the lowest responsive and responsible bidder

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

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

BID TITLE: Speed Cushions | **BID NO: 2025-0452**

BID DATE: August 13, 2025 | **DEPARTMENT: Streets and Maintenance**

Item No.	Description	Rubberform Recycled Products,LLC Lockport, NY — Bidder 1 of 2 — Manufacturer and Model	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Traffic Logix Corporation Spring Valley, NY — Bidder 2 of 2 — Manufacturer and Model	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Speed Cushion Full Set with Directional Arrowheads – Typical 7'x 6'; Including All Hardware	RubberForm Recycled Products - 10 Piece 78"W x 80"L (2 Arrow) Speed Cushion	350	$ 689.06	$ 241,171.00	$ 723,513.00	SCV3-070603 A & B	350	$ 600.00	$ 210,000.00	$ 630,000.00
2	Section Panels with Directional Arrowheads from Speed Cushion Set – Including All Hardware	RubberForm Recycled Products - RF-SCRPA - Speed Cushion Ramp with White Arrow and install hardware	500	$ 107.08	$ 53,540.00	$ 160,620.00	MSH03V-L & R Arrows Up	500	$ 72.00	$ 36,000.00	$ 108,000.00
3	Section Panels with No Markings from Speed Cushion Set – Including All Hardware	RubberForm Recycled Products - RF-SCRP- Speed Cushion Ramp No Arrow with install hardware	1000	$ 71.64	$ 71,640.00	$ 214,920.00	RSH03V & LSH03V	1000	$ 78.00	$ 78,000.00	$ 234,000.00
Total						**$ 1,099,053.00**					**$ 972,000.00**

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:

	Rubberform Recycled Products,LLC Lockport, NY	Traffic Logix Corporation Spring Valley, NY
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)	YES	YES
NO OPTION OFFERED		
AMENDMENTS ACKNOWLEDGED:	YES	YES

BIDS SOLICITED: 15 LOCAL BIDS SOLICITED: 8 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 0 NO BID: 0

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved By: _____/s/_____
Date: ___9/2/2025_____

Views List 2025-0429 Speed Cushions			
No.	Participant Name	City	State
1	RubberForm Recycled Product	Lockport	NY
2	Traffic Logix Corporation	Chantilly	VA
3	Adis Construction Managemen	Dallas	TX
4	Consilio Mentis LLC	El Paso	TX
5	ConstructConnect	Cincinnati	OH
6	Construction Reporter	Albuquerque	NM
7	Deltek	Herndon	VA
8	FOX TECH SOL LLC	BROADLANDS	VA
9	International Eagle Enterprises	El Paso	TX
10	NEXCIV ENGINEERING LLC	EL PASO	TX
11	Proclean, LLC	El Paso	TX
12	Rhino Industrial Supply Inc.	El Paso	TX
13	Technology World LLC Dba Se	El Paso	TX
14	The PlanIt Room	El Paso	TX
15	Tres Pesetas LLC	El Paso, TX	TX

Inadequate Competition Survey

2025-0452 Speed Cushions

Number of views	15	
Sample Size Scale	**17 or less - Contact**	**4**
	18 to 23 - Contact	**5**
	24 to 27 - Contact	**6**
	28 or More - Contact	**25%**
Sample Size Selected	**4**	

Survey Questions:

Please indicate, why you did not respond to our soliciation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)		0%
Did not have time to respond		0%
Could not provide competitive pricing		0%
Could not meet the submission deadline		0%
Not interested	2	50%
Does not have equipment	1	25%
Out of business		0%
No response	1	25%
Total	4	100%
Please provide feedback to our Specification	Number of Responses	Pct
Specifications were good or adequate	1	25%
Specifications were not clear		0%
Could not meet specifications		0%
Specifications were limited or closed		0%
Did not receive/no opinion	3	75%
Just needed more time to review.		0%
Did not receive bid notification.		0%
Total	4	100%

File #: 25-1443, **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) 212-0043
Capital Improvement Department, Yvette Hernandez, (915) 212-1783
Streets and Maintenance, Randy Garcia, (915) 212-7000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Discussion and action on the award of Solicitation 2025-0396 Citywide Street Resurfacing 2025 - 2027 to ZTEX Construction, Inc. for a term of seven hundred thirty (730) consecutive calendar days for an estimated amount of $17,557,570.00. This project will consist of milling and paving of various asphalt streets throughout the City of El Paso right-of-way.

Department:	Streets and Maintenance
Award to:	ZTEX Construction, Inc.
City & State:	El Paso, TX
Items:	All
Total Contract Time:	730 Consecutive Calendar Days
Total Estimated Award:	$17,557,570.00
Accounts:	532-2560-32120-522270-P22STYR3RES
	532-2560-32120-522270-P23STYR4RES
	532-4825-29110-522270-PCP25RESBOND03
	532-2560-32040-522270-P25STYR6ART
Funding Sources:	FY22 Residential Street Resurf- PayGo
	FY23 Residential Street Resurf- PayGo
	FY25 Bond- Community Progress Bond
	FY25 Arterial Street Resurfacing
Districts:	All

This was a Competitive Sealed Proposal Procurement unit price contract.

The Purchasing & Strategic Sourcing, Streets and Maintenance, and Capital Improvement Departments recommend award as indicated to ZTEX Construction, Inc. the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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

DEPARTMENT: Capital Improvement Department
Streets and Maintenance Department
Purchasing & Strategic Sourcing
AGENDA DATE: December 16, 2025
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Yvette Hernandez, Deputy City Manager **PHONE NUMBER:** (915) 212-1783
Randy Garcia, Director **PHONE NUMBER:** (915) 212-7000
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
Discussion and action on the award of solicitation 2025-0396 Citywide Street Resurfacing 2025 - 2027 to ZTEX Construction, Inc. for a term of seven hundred thirty (730) consecutive calendar days for an estimated amount of $17,557,570.00.

BACKGROUND / DISCUSSION:
This project will consist of milling and paving of various asphalt streets throughout the City of El Paso right-of-way. These streets were previously programmed but not completed under previous resurfacing contracts. Under task orders issued by the Streets and Maintenance Department, the contractor will perform asphalt rehabilitation of designated roadways. Work may include repairing base failures or other conditions identified during construction. Task orders under this contract may be funded through various sources and will support projects ranging from routine resurfacing to fast-track assignments requiring expedited schedules.

This project will provide resurfacing improvements across multiple City Council districts.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on May 21, 2025. Three (3) suppliers were in attendance.

SELECTION SUMMARY:
Solicitation was advertised on May 13, 2025 and May 20, 2025. The solicitation was posted on City website on May 13, 2025. There were a total twenty-three (23) viewers online; three (3) proposals were received; all from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
A protest was received for this requirement and it was denied.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: $17,557,570.00
Funding Sources: FY22 Residential Street Resurf- PayGo
FY23 Residential Street Resurf- PayGo
FY25 Bond- Community Progress Bond
FY25 Arterial Street Resurfacing
Accounts: 532-2560-32120-522270-P22STYR3RES
532-2560-32120-522270-P23STYR4RES
532-4825-29110-522270-PCP25RESBOND03
532-2560-32040-522270-P25STYR6ART

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

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

DEPARTMENT HEAD:

for Gilbert Guerrero
Yvette Hernandez, Deputy City Manager

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Competitive Sealed Proposal

**********Posting Language Below **********
Please place the following item on the Regular Agenda for the City Council Meeting of December 16, 2025.

Award Summary:
Discussion and action on the award of solicitation 2025-0396 Citywide Street Resurfacing 2025 - 2027 to ZTEX Construction, Inc. for a term of seven hundred thirty (730) consecutive calendar days for an estimated amount of $17,557,570.00. This project will consist of milling and paving of various asphalt streets throughout the City of El Paso right-of-way.

Department:	Streets and Maintenance
Award to:	ZTEX Construction, Inc.
City & State:	El Paso, TX
Items:	All
Total Contract Time:	730 Consecutive Calendar Days
Total Estimated Award:	$17,557,570.00
Accounts:	532-2560-32120-522270-P22STYR3RES
	532-2560-32120-522270-P23STYR4RES
	532-4825-29110-522270-PCP25RESBOND03
	532-2560-32040-522270-P25STYR6ART
Funding Sources:	FY22 Residential Street Resurf- PayGo
	FY23 Residential Street Resurf- PayGo
	FY25 Bond- Community Progress Bond
	FY25 Arterial Street Resurfacing
Districts:	All

This was a Competitive Sealed Proposal Procurement unit price contract.

The Purchasing & Strategic Sourcing, Streets and Maintenance, and Capital Improvement Departments recommend award as indicated to ZTEX Construction, Inc. the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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) EVALUATION SHEET

2025-0396 Citywide Street Resurfacing 2025-2027

Evaluation Factors	Maximum Points	**ZTEX Construction, Inc.**	**International Eagle Enterprises**	**Allied Paving Company of El Paso, Inc. DBA Allied Paving Company**
Factor A - Offeror's Proposed Price	50	50.00	49.03	46.25
Factor B - Offeror' s Experience and Reputation	15	14.48	13.68	5.92
Factor C – Offeror's Proposed Key Personnel	5	4.75	4.70	4.20
Factor D – Offeror's Production Capability	10	9.60	8.80	8.20
Factor E - Quality Control Program for this Project	5	4.65	4.55	3.35
Factor F – Offeror's Experience and Knowledge of Local Conditions	5	4.55	4.10	4.15
Factor G – Project Planning and Sequence of Work	10	9.40	8.20	7.40
Total Points	**100**	**97.43**	**93.06**	**79.47**
	Ranking	**1**	**2**	**3**

APPROVED: 7/31/2025

for Claudia A. Garcia
Purchasing & Strategic Sourcing Director — Date

APPROVED: Yvette Hernandez 7/31/25

Yvette Hernandez
City Engineer — Date

CITY OF EL PASO
BID TABULATION

BID TITLE: Citywide Street Resurfacing 2025-2027 **BID NO: 2025-0396**

BID DATE: June 18, 2025 **DEPARTMENT: Streets and Maintenance**

				Allied Paving Company of El Paso, Inc. dba Allied Paving Company El Paso, TX		International Eagle Enterprises El Paso, TX		ZTEX Construction, Inc. El Paso, TX	
				Bidder 1 of 3		Bidder 2 of 3		Bidder 3 of 3	
Base Proposal: Unit Price Schedule									
ITEM NO.	**APPROXIMATE/ ESTIMATE QUANTITY**	**UNIT OF MEASURE**	**ITEM**	**PRICE (ONLY 2 DECIMALS)**	**TOTAL (DO NOT ROUND)**	**PRICE (ONLY 2 DECIMALS)**	**TOTAL (DO NOT ROUND)**	**PRICE (ONLY 2 DECIMALS)**	**TOTAL (DO NOT ROUND)**
1	100	Each (EA)	MILLING MOBILIZATION	$ 1,080.00	$ 108,000.00	$ 5.00	$ 500.00	$ 130.00	$ 13,000.00
2	15,000,000	Square Foot (SF)	MILLING	$ 0.34	$ 5,100,000.00	$ 0.17	$ 2,550,000.00	$ 0.11	$ 1,650,000.00
3	100	Each (EA)	PAVING MOBILIZATION	$ 1,017.00	$ 101,700.00	$ 5.00	$ 500.00	$ 130.00	$ 13,000.00
4	102,000	Ton	HMA	$ 91.95	$ 9,378,900.00	$ 123.00	$ 12,546,000.00	$ 128.80	$ 13,137,600.00
5	5	Each (EA)	TYPE A GROUND BOX	$ 1,705.00	$ 8,525.00	$ 2,000.00	$ 10,000.00	$ 1,500.00	$ 7,500.00
6	5	Each (EA)	TYPE C GROUND BOX	$ 1,925.00	$ 9,625.00	$ 2,000.00	$ 10,000.00	$ 2,000.00	$ 10,000.00
7	100	Each (EA)	CONCRETE MOBILIZATION	$ 339.00	$ 33,900.00	$ 100.00	$ 10,000.00	$ 125.00	$ 12,500.00
8	50	Each (EA)	RELOCATION AND INSTALLATION OF SIGNS	$ 803.34	$ 40,167.00	$ 1,200.00	$ 60,000.00	$ 350.00	$ 17,500.00
9	2,000	Cubic Foot (CF)	STEM WALL	$ 20.85	$ 41,700.00	$ 28.00	$ 56,000.00	$ 21.10	$ 42,200.00
10	2,000	Linear Foot (LF)	STANDARD CURB	$ 18.83	$ 37,660.00	$ 20.00	$ 40,000.00	$ 18.30	$ 36,600.00
11	30,000	Linear Foot (LF)	CURB AND GUTTER	$ 22.43	$ 672,900.00	$ 15.00	$ 450,000.00	$ 14.90	$ 447,000.00
12	1,000	Linear Foot (LF)	6" ROLLED CURB	$ 22.95	$ 22,950.00	$ 10.00	$ 10,000.00	$ 13.70	$ 13,700.00
13	2,000	Linear Foot (LF)	4" ROLLED CURB	$ 21.33	$ 42,660.00	$ 10.00	$ 20,000.00	$ 13.70	$ 27,400.00
14	6,000	Linear Foot (LF)	DRIVEWAY CURB	$ 15.00	$ 90,000.00	$ 12.50	$ 75,000.00	$ 16.30	$ 97,800.00
15	80,000	Square Foot (SF)	4" SIDEWALK	$ 7.78	$ 622,400.00	$ 3.00	$ 240,000.00	$ 4.70	$ 376,000.00
16	2,000	Square Foot (SF)	6" SIDEWALK	$ 8.73	$ 17,460.00	$ 10.00	$ 20,000.00	$ 5.60	$ 11,200.00
17	2,000	Square Foot (SF)	CONCRETE TINT	$ 2.21	$ 4,420.00	$ 3.00	$ 6,000.00	$ 2.20	$ 4,400.00
18	2,000	Square Foot (SF)	STAMPED CONCRETE	$ 9.84	$ 19,680.00	$ 6.00	$ 12,000.00	$ 6.70	$ 13,400.00
19	3,000	Square Foot (SF)	RESIDENTIAL DRIVEWAY	$ 9.35	$ 28,050.00	$ 10.00	$ 30,000.00	$ 6.40	$ 19,200.00
20	2,000	Square Foot (SF)	COMMERCIAL DRIVEWAY	$ 10.53	$ 21,060.00	$ 10.00	$ 20,000.00	$ 5.80	$ 11,600.00
21	10,000	Square Foot (SF)	ADA CURB CUT	$ 12.70	$ 127,000.00	$ 8.00	$ 80,000.00	$ 7.30	$ 73,000.00
22	250	Each (EA)	PREFORMED TACTILE WARNING TILE	$ 187.88	$ 46,970.00	$ 250.00	$ 62,500.00	$ 247.40	$ 61,850.00
23	6	Each (EA)	BUS PAD	$ 14,362.35	$ 86,174.10	$ 15,000.00	$ 90,000.00	$ 6,500.00	$ 39,000.00
24	4,000	Cubic Yard (CY)	FLOWABLE FILL	$ 136.99	$ 547,960.00	$ 25.00	$ 100,000.00	$ 60.00	$ 240,000.00
25	150	Each (EA)	APRONS FOR UTILITY VALVES	$ 184.25	$ 27,637.50	$ 200.00	$ 30,000.00	$ 81.30	$ 12,195.00
26	2,000	Hour (HR)	SPECIAL TRAFFIC CONTROL	$ 124.11	$ 248,220.00	$ 60.00	$ 120,000.00	$ 87.50	$ 175,000.00

Approved By: _____/s/_____
Date: 7/8/2025

CITY OF EL PASO
BID TABULATION

BID TITLE: Citywide Street Resurfacing 2025-2027 **BID NO: 2025-0396**

BID DATE: June 18, 2025 **DEPARTMENT: Streets and Maintenance**

				Allied Paving Company of El Paso, Inc. dba Allied Paving Company El Paso, TX		International Eagle Enterprises El Paso, TX		ZTEX Construction, Inc. El Paso, TX	
				Bidder 1 of 3		Bidder 2 of 3		Bidder 3 of 3	
Base Proposal: Unit Price Schedule									
ITEM NO.	**APPROXIMATE/ ESTIMATE QUANTITY**	**UNIT OF MEASURE**	**ITEM**	**PRICE (ONLY 2 DECIMALS)**	**TOTAL (DO NOT ROUND)**	**PRICE (ONLY 2 DECIMALS)**	**TOTAL (DO NOT ROUND)**	**PRICE (ONLY 2 DECIMALS)**	**TOTAL (DO NOT ROUND)**
27	600	Each (EA)	APRONS FOR UTILITY MANHOLES	$ 270.60	$ 162,360.00	$ 300.00	$ 180,000.00	$ 250.00	$ 150,000.00
28	50	Each (EA)	MAN HOLE RING RISER	$ 143.00	$ 7,150.00	$ 300.00	$ 15,000.00	$ 109.00	$ 5,450.00
29	50	Each (EA)	ADJUST TO GRADE UTILITY BOX	$ 253.00	$ 12,650.00	$ 500.00	$ 25,000.00	$ 237.50	$ 11,875.00
30	600	Each (EA)	ADJUST TO GRADE MANHOLE	$ 165.00	$ 99,000.00	$ 200.00	$ 120,000.00	$ 400.00	$ 240,000.00
31	200	Each (EA)	ADJUST TO GRADE MONUMENT	$ 176.00	$ 35,200.00	$ 250.00	$ 50,000.00	$ 250.00	$ 50,000.00
32	600	Each (EA)	ADJUST TO GRADE WATER VALVE	$ 172.70	$ 103,620.00	$ 200.00	$ 120,000.00	$ 187.50	$ 112,500.00
33	100	Each (EA)	BASE COURSE REPAIR MOBILZATION	$ 990.00	$ 99,000.00	$ 100.00	$ 10,000.00	$ 312.50	$ 31,250.00
34	30,000	Cubic Foot (CF)	BASE COURSE REPAIR	$ 3.17	$ 95,100.00	$ 3.00	$ 90,000.00	$ 2.00	$ 60,000.00
35	60,000	Linear Foot (LF)	HERBICIDE	$ 0.33	$ 19,800.00	$ 0.25	$ 15,000.00	$ 0.20	$ 12,000.00
36	10,000	Linear Foot (LF)	Header Curb Structure Placement (Expansive Soils)	$ 18.12	$ 181,200.00	$ 10.00	$ 100,000.00	$ 11.70	$ 117,000.00
37	1,000	Linear Foot (LF)	Header Curb Structure Placement (Rocky Terrain)	$ 17.96	$ 17,960.00	$ 40.00	$ 40,000.00	$ 36.10	$ 36,100.00
38	500	Hourly	Proof Rolling	$ 63.00	$ 31,500.00	$ 80.00	$ 40,000.00	$ 37.50	$ 18,750.00
39	3,000,000	Square Foot (SF)	Rework Existing Material (2in)	$ 0.21	$ 630,000.00	$ 0.15	$ 450,000.00	$ 0.05	$ 150,000.00
SUM TOTAL BASE PROPOSAL					**$ 18,980,258.60**		**$ 17,903,500.00**		**$ 17,557,570.00**
BID BOND				**YES**		**YES**		**YES**	
AMENDMENTS ACKNOWLEDGED				**YES**		**YES**		**YES**	

Solicitation Invites: 529 **Local Suppliers Invited: 301** **Proposals Received: 3** **Local Proposals Received: 3** **No Bid: 3**

NOTE: THE INFORMATION CONTAINED IN THIS BID TABULATION IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE ACTUAL AWARD/EXECUTION OF CONTRACT.

Approved By: _____/s/_____
Date: 7/8/2025

Online views for *2025-0396 Citywide Street Resurfacing 2025-2027*			
No.	**Participant Name**	**City**	**State**
1	Allen Concrete, LLC	El Paso	TX
2	Allied Paving	El Paso	TX
3	Amtek USA, Austin	Houston	TX
4	Black Stallion Contractors, Inc.	El Paso	TX
5	Brock & Bustillos Inc.	El Paso	TX
6	ConstructConnect	Cincinnati	OH
7	Construction Reporter	Albuquerque	NM
8	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
9	Constructors, Inc.	Carlsbad	NM
10	Deltek	Herndon	VA
11	GCC Sun City Materials, LLC	El paso	TX
12	International Eagle Enterprises	El Paso	TX
13	Jobe Materials	El Paso	TX
14	Keystone Contractors and Engineers (Keystone GC, LLC.)	El Paso	TX
15	LM Endeavor	El Paso	TX
16	Lonestar Forklift	El Paso	TX
17	PMI Pavement Marking, LLC (Pavement Marking, LLC)	El Paso	TX
18	Sigma Construction Group, LLC	El Paso	TX
19	The PlanIt Room	El Paso	TX
20	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	El Paso	TX
21	Yee Electrical Contractor LLC	El Paso	TX
22	Zeraus Iluminacion	El Paso	TX
23	ZTEX Construction, Inc.	El Paso	TX

File #: 25-1461, **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
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Yvette Hernandez, (915) 212-1803

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Discussion and action that the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2025-0432R Sun Metro Transit Operations Maintenance Building Reconstruction to Jordan Foster Construction, LLC. for an initial amount of $5,000.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of $20,000 if the services are necessary for the proper execution of the project.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Pre-Construction Services
Total Estimated Award:	$5,000.00
Account(s):	560-3230-60050-58270-SMFY25RCV
Funding Source(s):	Sun Metro Recovery Operations
District(s):	3

This is a Construction Manager-at-Risk procurement.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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

DEPARTMENT: Capital Improvement
Purchasing & Strategic Sourcing
AGENDA DATE: December 16, 2025
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Yvette Hernandez, Deputy City Manager **PHONE NUMBER:** (915) 212-1803
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: 3

SUBJECT:
Discussion and action that the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2025-0432R Sun Metro Transit Operations Maintenance Building Reconstruction to Jordan Foster Construction, LLC. for an initial amount of $5,000.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of $20,000 if the services are necessary for the proper execution of the project.

BACKGROUND / DISCUSSION:

This contract will provide preconstruction services for the reconstruction of the Sun Metro Transit Operations and Maintenance Building.

The proposed reconstruction will replace roughly 37,000 gross square feet (GSF) of the maintenance building and will include the following areas: a tire shop; tire bay; four preventative maintenance inspection bays; six running repair bays; two heavy repair bays; two brake bays; two tool box areas; and shared work and heavy equipment storage spaces. The original facility was constructed with 34-foot Above Finished Floor tilt-up panels and included HVAC, fire suppression, and other specialized systems.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-proposal meeting was held on April 16, 2025. Eleven (11) suppliers were in attendance.

SELECTION SUMMARY:
Solicitation was advertised on April 8, 2025 and April 15, 2025. The solicitation was posted on City website on April 8, 2025. There were a total thirty-four (34) viewers online; four (4) proposals were received; two (2) from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $5,000.00
Funding Source: Sun Metro Recovery Operations
Account: 560-3230-60050-58270-SMFY25RCV

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, Deputy City Manager

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Construction Manager-at-Risk

**********Posting Language Below **********

Please place the following item on the Regular Agenda for the City Council of December 16, 2025.

Award Summary:
Discussion and action that the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2025-0432R Sun Metro Transit Operations Maintenance Building Reconstruction to Jordan Foster Construction, LLC. for an initial amount of $5,000.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of $20,000 if the services are necessary for the proper execution of the project.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Pre-Construction Services
Total Estimated Award:	$5,000.00
Account(s):	560-3230-60050-58270-SMFY25RCV
Funding Source(s):	Sun Metro Recovery Operations
District(s):	3

This is a Construction Manager-at-Risk procurement.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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.

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.

Final Ranking

Construction Manager-at-Risk - One Step - Request for Proposals - Scoresheet

PROJECT: 2025-0432R Sun Metro Transit Operations Maintenance Building Reconstruction

Evaluation of Submittal

	MAX POINTS	Dantex General Contractors, Inc.	Jaynes Corporation of Texas	Jordan Foster Construction, LLC	Sundt Construction, Inc.
Factor A - Offeror's Pre-Construction Services Fee Proposal					
Factor to be evaluated by the Purchasing Department	20	13.33	2.00	20.00	2.53
Factor B - Offeror's Project and Proposed Schedule					
Averages	30	22.80	21.60	26.80	27.80
Factor C - Offeror's Experience					
Averages	20	17.07	5.77	18.69	18.43
Factor D – Offeror's Proposed Key Personnel					
Averages	20	16.93	18.67	17.33	18.67
Factor E – References					
Factor to be evaluated by the Purchasing Department	5	3.33	0.00	3.20	4.27
Factor F - Appropriateness of Offeror's Financial capacity to the project size and complexity					
Averages	5	5.00	5.00	5.00	5.00
Total Score		78.46	53.04	91.02	76.70
Rank		2	4	1	3

CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION

Title: Sun Metro Transit Operations Maintenance Building Reconstruction - Construction Manager-at-Risk: One Step | **Solicitation Number: 2025-0432R**

Bid Opening: May 7, 2025 | **Department: Capital Improvement**

	Dantex General Contractors, Inc. El Paso, TX Offeror 1 of 4	Jaynes Corporation of Texas Albuquerque, NM Offeror 2 of 4	Jordan Foster Construction, LLC El Paso, TX Offeror 3 of 4	Sundt Construction Inc. Tempe, AZ Offeror 4 of 4
Description	**Fee Proposal**			
Preconstruction Phase Services	**$7,500.00**	**$50,000.00**	**$5,000.00**	**$39,575.00**
Amendments Acknowledged:	**YES**	**YES**	**YES**	**YES**

Solicitation Invites: 901 **Local Suppliers Invited: 453** **Proposals Received: 4** **Local Proposals Received: 2** **No Bid: 4**

NOTE: The information contained in this tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/

Date: 5/16/2025

2025-0432R Sun Metro Transit Operations Maintenance Building Reconstruction View List			
	Participant Name	City	State
1	AAORSI	Dayton	OH
2	Arrow Building Corp.	El Paso	TX
3	Aztec Contractors Inc	EL PASO	TX
4	Banes GC	El Paso	TX
5	Banes General Contractors, Inc.	El Paso	TX
6	Blackridge Research & consulting	Peoria	IL
7	Budget Blinds of El Paso (BB of El Paso LLC)	El Paso	TX
8	Capital Improvement (City of El paso)	El Paso	TX
9	Chacon Towing (Chacon business Group INC)	El paso	TX
10	CIJ General Contractor	El Paso	TX
11	ConstructConnect	Cincinnati	OH
12	Construction Reporter	Albuquerque	NM
13	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
14	Control & Equipment Co. of El Paso, Inc.	El Paso	TX
15	Dantek Systems	El Paso	TX
16	Dantex General Contractors	El Paso	TX
17	Deltek	Herndon	VA
18	El Paso Hose and Fittings	El Paso	TX
19	Filterbuy Incorporated	Talladega	AL
20	Jaynes Corporation of Texas	El Paso	TX
21	Jobe Materials	El Paso	TX
22	Jordan Foster Construction, LLC	El Paso	TX
23	Medlock Commercial Contractors, LLC.	El Paso	TX
24	MNK Architects	El Paso	TX
25	North America Procurement Council Inc., PBC	Grand Junction	CO
26	QANNEX CORP	EL PASO	TX
27	Sherwin Williams Protective Coatings	El Paso	TX
28	Sundt Construction, Inc.	El Paso	TX
29	The PlanIt Room	El Paso	TX
30	Virtual Builders Exchange	San Antonio	TX
31	Vistacon II, LLC	El Paso	TX
32	WinSupply of El Paso (WinSupply of El Paso TX Co)	El Paso	TX
33	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
34	Zeraus Iluminacion	El Paso	TX

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AT-RISK

This Agreement is made and entered into as of the_____day of_____, 2025 by and between the:

"**Owner**"
The City of El Paso
300 N. Campbell
El Paso, Texas 79901
(915) 212-2803

and

"**Construction Manager**"

Jordan Foster Construction, LLC
7700 CF Jordan Dr.
El Paso, TX 79912

for the following Project:

2025-0432R Sun Metro Transit Operations Maintenance Building

The Project Design Professional is:

Alvidrez Architecture, Inc.
310 N. Mesa St.
El Paso, TX 799901

The Owner's Representative:

City of El Paso Engineer

The Owner and Construction Manager agree as follows:

ARTICLE 1 - GENERAL PROVISIONS

1.01 Contract Documents

The Contract Documents are enumerated in the Standard Form of Agreement Between Owner and Construction Manager At-Risk (hereinafter the Agreement) and consist of the Agreement, General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of the Contract, performance and payment bonds, insurance rider, if any, and other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Request for Qualifications, Request for Proposal, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.04 and Section 2.05 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Designer and furnished by the Owner. The Agreement, as described in this Section 1.01, represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

1.02 Relationship of the Parties

The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing. The relationship between the Parties in intended to facilitate each Party's interest in the Project but is not intended in any way to create a fiduciary obligation between them.

A. The Construction Manager agrees to cooperate with the Owner and Designer and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner. The Construction Manager shall (a) furnish efficient construction administration, management services and supervision; (b) furnish, at all times, an adequate supply of workers and materials; and (c) perform the Work in an expeditious and economical manner consistent with the Contract Documents.

B. The Construction Manager is an independent contractor and shall not act on behalf of or in the name of the Owner except as may be provided in this Agreement or the Contract Documents and as expressly authorized by the Owner's Representative.

1.03 Definitions

Unless otherwise stated in this Section, the Terms used in this Agreement will have the meanings indicated in the General Conditions.

A. Contract Documents

The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements. The Contract Documents may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Construction Manager.

B. Work

The term "Work" means the preconstruction and construction services and performance items required to fulfill the Construction Manager's obligations under the Contract Documents, whether completed

or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Construction Manager. The Work may constitute the whole or a part of the Project.

C. Project

The Project is the cumulative design and construction of the facility or improvements which the Work performed under the Contract Documents may be the whole or a part, and may include design and construction by the Owner, Designer, and by separate consultants and contractors.

D. Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Designer and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

E. Submittals

A Submittal is any submission to the Owner for review and approval demonstrating how the Construction Manager proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Contract Documents unless incorporated into a Modification.

F. Owner

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

G. Construction Manager

A Construction Manager is a person or entity identified as such in the Agreement and is responsible for performing all or a portion of the construction required in connection with the Work for the Owner. The Construction Manager is referred to throughout the Contract Documents as if singular in number and means a Construction Manager or an authorized representative of the Construction Manager.

H. Engineer

The individual or entity named as such in the Agreement. The individual or entity may be an employee of Owner, whether that individual holds the title of City Engineer or is an individual within the City Engineer's department. In any event, the Engineer will serve as Owner's agent during design and construction phases, and provide technical guidance and recommendations, subject to Owner's approval.

I. Designer

The Designer is a person or entity providing design services for the Owner for all or a portion of the Work, and is lawfully licensed to practice engineering in the applicable jurisdiction.

J. Guaranteed Maximum Price Amendment

The Guaranteed Maximum Price ("GMP") Amendment is executed after the Designer completes the design phase of services and Construction Manager provides the Owner with a GMP Proposal. Upon agreement to a proposal, the Owner and Construction Manager are required to execute the GMP Amendment, which becomes a part of the Agreement. The GMP Amendment establishes the Contract Sum and Contract Time and sets forth the agreed upon design documents and other information upon which the Contract Sum and Contract Time are based. In establishing the Contract Sum, the parties can choose a Stipulated Sum or Cost of the Work (with or without a GMP). If the parties choose Cost of the Work, the Amendment establishes the items included within the Cost of the Work.

ARTICLE 2 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

2.01 The Construction Manager shall perform all preconstruction, procurement, construction, start-up and performance testing services required by the Contract Documents. The Construction Manager shall provide all material, equipment, tools, labor, and supervision and coordination necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents. The Construction Manager shall be responsible for its own construction means, methods, techniques, sequences, and procedures unless the Contract Documents provide other specific instructions or requirements.

The Construction Manager shall permit only fit and skilled persons to perform the Work. The Construction Manager shall enforce safety procedures, discipline, security, and good order among persons performing all aspects of the Work. The Construction Manager shall maintain good order and cleanliness at the site.

2.02 General Responsibilities

A. The Construction Manager shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

B. The Construction Manager, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

C. The Construction Manager shall designate in writing a representative who is authorized to act on the Construction Manager's behalf with respect to the Project. Such designation may not be changed without written notice to and approval of the Owner, such approval may not be unreasonably withheld.

D. The Construction Manager shall perform the Work in strict accordance with the Contract Documents. This obligation shall be absolute. The Construction Manager shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents by the activities, tests, inspections or approvals of the Owner.

1. The Construction Manager shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Construction Manager performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Construction Manager shall assume responsibility for such Work and shall bear the costs attributable to correction.

2. Neither the Construction Manager nor any Subcontractor, Consultant, Engineer, Architect or Designer shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Construction Manager determines that implementation of any instruction received from the Owner, including those from the Designer, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Construction Manager shall notify the Owner and the Designer in writing. Upon verification by the Owner that a change to the Construction Documents is required to remedy the violation, the Owner and the Construction Manager shall execute a Modification in accordance with Article 4.

E. The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's employees, Consultants, Subcontractors, and their agents and employees, and other persons or entities performing portions of the Work.

F. If part of the Work requires design, engineering, or other professional services of the Construction Manager or its consultants, or when applicable law requires that services be performed by licensed professionals, the Construction Manager shall provide those services through qualified, licensed professionals in accordance with the Texas Occupations Code and all applicable legal standards of care applicable to design professionals.

G. The Owner and Construction Manager may agree, in consultation with the Engineer, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

H. Prevailing Wage Rates
Construction Manager and any subcontractor shall pay not less than the general prevailing wage rates contained herein in Exhibit 1, to all laborers, workmen and mechanics employed by them in the execution of this contract in accordance with the General Conditions.

I. Apprenticeship Program
Construction Manager and any subcontractor shall also comply with the Owner's Apprenticeship Program attached and incorporated to this Agreement herein in Exhibit 2.

2.03 Preconstruction Phase

A. The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

B. The Construction Manager shall schedule and conduct regular meetings with the Designer and Owner to discuss such matters as procedures, progress, coordination, budget, and scheduling of the Work. The Construction Manager shall advise the Owner on proposed site use and improvements, selection of materials, and systems and equipment. The Construction Manager shall also provide the Owner with recommendations, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, cost effective schedule, life-cycle data, and possible cost reductions.

C. During the Preconstruction Phase the Construction Manager shall review the Contract Documents to ascertain whether the components of the Project and its systems may be constructed without interference with each other or other elements and components of the Project. In the event conflicts between such systems are discovered, the Construction Manager shall promptly notify the Owner and the Engineer in writing. Failure to so notify will result in a waiver of any claims for additional time or compensation by the Construction Manager to the extent such interference impacts the Project during the construction phase. Further, any claims by the Construction Manager associated with conflicts of the systems addressed in this Section during the construction phase are waived if such conflicts could have been discovered through careful examination of the Contract Documents. The Construction Manager to be capable of using building information modeling.

D. When Owner's Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project Schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall coordinate and integrate into the Project Schedule the services of the Engineer, the Construction Manager, the Owner and any other governmental entities having jurisdiction over the Project. As the design proceeds, the Construction Manager shall update the Project Schedule to indicate proposed activity sequencing and duration, milestones, phases of the Work, issuance of construction documents, preparation and review of submittals, delivery of materials, construction, and substantial and final completion. In preparing the Project Schedule, the Construction Manager should provide notice to the Engineer and the Owner's upon the identification of items that could affect the Project's timely completion.

E. When Owner's Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project Schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall coordinate and integrate into the Project Schedule the services of the Engineer, the Construction Manager, the Owner and any other governmental entities having jurisdiction over the Project. As the design proceeds, the Construction Manager shall update the Project Schedule to indicate proposed activity sequencing and duration, milestones, phases of the Work, issuance of construction documents, preparation and review of submittals, delivery of materials, construction, and substantial and final completion. In preparing the Project Schedule, the Construction

Manager should provide notice to the Engineer and the Owner's upon the identification of items that could affect the Project's timely completion.

2.04 Preliminary Cost Estimates

A. Based on the preliminary design and other design criteria prepared by the Designer, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Owner's and Designer's review and Owner's approval. Construction Manager to provide alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems. Construction Manager to ensure alternative materials and systems to be full and operating systems.

B. At the completion of the Schematic Design, Design Development and Construction Documents, and upon written notice of such phase completion by the Engineer to the Construction Manager and the Owner, the Construction Manager shall prepare and update estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Owner's and Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner and Engineer when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action to reduce costs and maintain the Project budget.

2.05 Guaranteed Maximum Price Proposal

A. When the Construction Drawings and Specifications are sixty percent (60%) complete, upon receipt of notice from the Engineer so indicating, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in the Contract Documents, and the Construction Manager's Fee. The Guaranteed Maximum Price proposal shall be submitted to the Owner no later than fifteen (15) days after the sixty percent (60%) completion notice. The Construction Manager's Guaranteed Maximum Price Proposal shall include the following:

1. A list of the Drawings, Specifications, including all Addenda thereto, and other information, including the Construction Manager's clarifications and assumptions, upon which the Construction Manager's GMP Proposal is based;

2. The proposed Contract Price, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Construction Manager's Fee, and other items that comprise the Contract Price;

3. The proposed date the Construction Manager shall achieve Substantial Completion;

4. An enumeration of any qualifications and exclusions, if applicable;

5. A list of the Construction Manager's key personnel;

6. The date on which the Construction Manager's Proposal expires (not less than 60 days), before such time that the Construction Manager may revise proposed pricing;

7. A statement that the proposed Guaranteed Maximum Price is not based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis; and

8. If Owner requests, Construction Manager shall make available for inspection the documents and information that form the basis of the Guaranteed Maximum Price proposal.

B. Submission of the Construction Manager's GMP Proposal shall constitute a representation by the Construction Manager that it has visited the site, evaluated the conditions and features of the site, made determinations relevant to construction relating to such evaluations, and become familiar with local

conditions under which the Work is to be completed.

C. If the Owner and Construction Manager agree on a proposal, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment setting forth the terms of their agreement.

D. To the extent that the Drawings and Specifications are anticipated to require further development by the Designer, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. The Construction Manager and Owner may put in place allowance for such further development of the Contract Documents. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

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ARTICLE 3 - WORK FOLLOWING EXECUTION OF THE GUARANTEED MAXIMUM PRICE AMENDMENT

3.01 General

Unless otherwise specified herein, all work performed pursuant to this Article shall be governed in accordance with the General Conditions.

3.02 Construction

A. **Commencement.** Except as otherwise permitted in this Section, construction shall not commence prior to execution of the Guaranteed Maximum Price Amendment.

B. If the Owner and Construction Manager agree in writing, construction may proceed prior to the execution of the Guaranteed Maximum Price Amendment. However, such authorization shall not waive the Owner's right to reject the Construction Manager's GMP Proposal.

3.03 Concerning Subcontractors, Suppliers, and Others

A. The Construction Manager shall develop bidders' interest in the Project and may prequalify bidders. Any prequalification or award of subcontracts must conform with this Article 3, the General Conditions, and chapter 2269 of the Texas Government Code.

B. All portions of the Work, other than minor work, shall be performed by trade contractors, subcontractors, or self-performed by the Construction Manager. For each major scope of work, the performing contractor shall be selected using competitive bids or competitive sealed proposals pursuant to chapter 2269 of the Texas Government Code. The Construction Manager shall include specific notices of the following statutory requirements in the information to bidders:

1. The successful bidder's responsibility to provide workers' compensation insurance in accordance with chapter 406 of the Texas Labor Code;

2. The successful bidder's responsibility to pay prevailing wages pursuant to chapter 2258 of the Texas Government Code Chapter 2258; and

3. A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption verification or certificates.

C. The information required with publication in Section 3.03.B is not exclusive. The Construction Manager may include other information in such notices at its discretion or as may be required by law.

D. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all bids or proposals in a manner compliant with chapter 2269 of the Texas Government Code. On any portion of the Work for which the Construction Manager submits a bid or proposal to self-perform, the Owner shall receive and open the bids or proposals, in accordance with chapter 2269 of the Texas Government Code. After opening the bids or proposals, the Owner may meet with the Construction Manager to evaluate and rank the bidders or offerors. All bids or proposals shall be made public within seven (7) days after the date of final selection.

E. The Construction Manager shall prepare, for the Owner's and Owner's Engineer's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

3.04 Consultation and Scheduling

A. The Construction Manager shall schedule and conduct progress meetings with the Owner, on a weekly basis, to review matters such as procedures, progress in construction, coordination, and scheduling of the Work.

B. Progress Reports

1. The Construction Manager shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Construction Manager, the Construction Manager shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

a. Work completed for the period;
b. Project schedule status;
c. Submittal schedule and status report, including a summary of outstanding Submittals;
d. Responses to requests for information to be provided by the Owner;
e. Approved Change Orders and Change Directives;
f. Pending Change Order and Change Directive status reports;
g. Tests and inspection reports as provided by owner and or related to the project ;
h. Status report of Work rejected by the Owner;
i. Status of Claims previously submitted in accordance with Article 14;
j. Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and Reimbursable Expenses, if any;
k. Current Project cash-flow and forecast reports; and
l. Additional information as agreed to by the Owner and Construction Manager.
m. Financial reports to include allowances and contingencies.

2. In addition, where the Contract Price is the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

a. Construction Manager's work force report;
b. Equipment utilization report; and
c. Cost summary, comparing actual costs to updated cost estimates.

3. The Construction Manager shall perform the Work in general accordance with the most recent schedules submitted to the Owner. The schedule shall be updated regularly and in advance of periodic Project meetings with the Owner and Owner's Engineer. Such schedules shall be posted at the Project meetings in a convenient location for review and approval by the Owner.

4. The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Engineer and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Engineer may require. Any failure by Construction Manager to report known deviations or noncompliance will result in a waiver of any associated claims by the Construction Manager and shall require the Construction Manager to indemnify and hold the Owner harmless for any costs associated with the Construction Manager's failure in this regard.

3.05 Certifications

If applicable and upon the Owner's written request, the Construction Manager shall obtain from its Consultants and Subcontractors, and furnish to the Owner, certifications with respect to the documents and services provided by Construction Manager's Consultants and Subcontractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Contract Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and Owner's Engineer shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications.

3.06 Construction Manager's Submittals

A. Prior to submission of any Submittals, the Construction Manager shall prepare a Submittal schedule, and shall submit the schedule for the Owner's and Designer's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Engineer's schedule provided in this Section, (2) allow the Owner and Designer reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Construction Manager fails to submit a Submittal schedule, the Construction Manager shall not be entitled to any increase in Contract Price or extension of Contract Time based on the time required for review of Submittals.

B. By providing Submittals the Construction Manager represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

C. The Construction Manager shall perform no portion of the Work for which the Contract Documents require Submittals until the Owner and Designer's have approved the respective Submittal.

D. The Work shall be in accordance with approved Submittals. Work done in compliance of an approved Submittal does not relieve the Construction Manager of its responsibility to perform the Work consistent with the requirements of the Contract Documents and the design intent if the Work subject to an approved Submittal fails or is deemed defective by the Owner or Owner's Engineer. The Work may deviate from the Contract Documents only if the Construction Manager has notified the Owner and Owner's Engineer in writing of a deviation from the Contract Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Submittals or by the Owner's or Designer's approval of the Submittals.

E. Any professional design services or certifications to be provided by the Construction Manager, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and Owner's Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

ARTICLE 4 - CHANGES IN THE WORK

4.01 *General*

A Change Order or Change Directive may accomplish a change or Modification in the Work after execution of the Contract, and without invalidating the Contract, subject to the limitations stated in the General Conditions. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of

alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.01 *General*

The Owner's responsibilities shall be governed in accordance with the General Conditions.

ARTICLE 6- CONTRACT TIME AND COMPLETION

6.01 General

The Construction Manager's obligations with respect to the Contract Time shall be governed in accordance with the General Conditions, unless otherwise stated in this Article.

A. Time limits stated in the Contract Documents are of the essence of the Contract. In all aspects of the Work, time is of the essence of the Contract. Additionally, time limits stated in the Project Schedule are of the essence. By executing the Guaranteed Maximum Price Amendment the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work.

B. The Construction Manager shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Construction Manager's failure to obtain insurance required under this Contract.

C. The Construction Manager shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

D. The date of commencement of the Work shall be stated in a Notice to Proceed issued by the Owner. The date of commencement, as that term is used in the Contract Documents, shall mean the commencement of the Construction Phase which will be evidenced by the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

E. The Contract Time shall be measured from the date of commencement.

F. ***Substantial Completion.*** The Construction Manager shall achieve Substantial Completion of the entire Work not later than **TBD** calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Construction Manager that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

G. *Final Completion.* The Construction Manager shall achieve Final Completion of the entire Work not later than **TBD** calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Construction Manager that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

6.02 *Delays and Extensions of Time:* Unless otherwise set forth in this Section, Project delays shall be governed in accordance with the General Conditions.

A. Claims relating to time shall be made in accordance with applicable provisions of Article 12 of the General Conditions.

B. This Section 6.02 does not preclude recovery of damages for delay by Owner under other provisions of the Contract Documents.

C. The Construction Manager shall receive no financial compensation for delay or hindrance of the Work. In no event shall the Owner be liable to the Construction Manager for any damages arising out of or associated with any delay or hindrance to the Work, regardless of the source of the delay or hindrance. The Construction Manager's sole remedy for delay or hindrance shall be an extension of time, provided the delay must be beyond the control and without the fault of negligence of the Construction Manager.

E. The procedure for the determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.

1. The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the Project.

F. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Construction Manager's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
(1)	(3)	(0)	(1)	(1)	(2)	(0)	(8)	(5)	(1)	(1)	(2)

G. For the duration of the Contract, the Construction Manager shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Construction Manager's scheduled work day. The number of actual adverse weather days shall be calculated monthly. If the number of actual adverse weather delay days in a month exceed the number of days for that month as referenced above, the Owner upon notification by the Construction Manager, will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and a modification shall be issued in accordance with the Contract.

H. Liquidated Damages

The Construction Manager acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Construction Manager further acknowledges and agrees that, if the Construction Manager fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Construction Manager agree that, if the Construction Manager shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Construction Manager agrees to pay the Owner as liquidated damages ("Liquidated Damages"), not as a penalty, for the damages that would

be suffered by Owner as a result of delay the sum of:

- **TBD** and no/00 dollars for each consecutive calendar day after the date of Substantial Completion in which the Work is not completed.
- **TBD** and no/00 dollars for each consecutive calendar day after the date of Final Completion in which the Work is not completed.

ARTICLE 7 – CONTRACT PRICE

7.01 General

Owner shall pay Construction Manager in accordance with the General Conditions a Contract Price equal to Construction Manager's Fee (as defined in this Article) plus the Cost of the Work (as defined in this Article), subject to the GMP established in Section 7.05 hereof and any adjustments made in accordance with the General Conditions.

7.02 Construction Manager's Fee

A. Construction Manager's Fee shall be **TBD**% of the Cost of the Work as defined in Section 7.03, and as adjusted in accordance with Section 7.02.B below, and less any applicable discounts, rebates, refunds and other amounts received from the sale of surplus materials and equipment. Such Fee shall not be earned with respect to Construction Manager's in-house personnel. Soft Costs and travelling and lodging expenses and bonding and insurance cost as set forth in the Proposal of Construction Manager attached hereto. Such Soft Costs include (i) project manager, (ii) accounting personnel and services, (iii) construction supervisor, (iv) travel and out-of-office living expenses, including airfare, lodging, food, ground transportation, (v) administrative or overhead costs and expenses related to insurance and bonding not specifically by the Contract Documents.

B. Construction Manager's Fee will be adjusted as follows for any Change Orders approved by Owner:

1. For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Construction Manager shall receive a Fee of **TBD** percent (%) of the additional Costs of the Work incurred for that Change Order, exclusive of Construction Manager's Soft Costs as defined in Section 7.02.A.

2. For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, Construction Manager shall receive no fee on that portion of the Cost of Work that is eliminated by any deductive Change Order.

C. Amounts due for self-performed work shall include in The Cost of the Work a lump-sum cost for work competitively bid and awarded in accordance with the terms of this Agreement. For such scopes, the Construction Manager may not exceed five percent (5%) overhead and five percent (5%) profit in the lump sum amount.

D. For any self-performance of minor work that is not subject to competitive bidding, Section 7.03 will control.

7.03 Cost of the Work

The term Cost of the Work shall mean costs reasonably incurred by Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the following:

A. Fees for direct employees of Construction Manager performing the Work at the Site or, with Owner's agreement, at locations off the Site, calculated at the prevailing rates for such personnel.

B. Fees for Construction Manager's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work at the prevailing rates for such

personnel.

C. Fees for Construction Manager's personnel stationed at Construction Manager's principal offices, but only to the extent said personnel are identified and compensated in accordance with the prevailing rates for such personnel.

D. The reasonable portion of the cost of travel, accommodations and meals for Construction Manager's personnel necessarily and directly incurred in connection with the performance of the Work.

E. Payments properly made by Construction Manager to Subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors.

F. Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

G. Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Construction Manager, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items. Costs for items not fully consumed by the Construction Manager shall mean fair market value. The actual cost of such excess materials as was originally billed to Owner shall be credited to the Owner as a deduction from the Cost of the Work.

H. Costs of removal of debris and waste from the Site.

I. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

J. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Construction Manager at the Site, whether rented from Construction Manager or others, and incurred in the performance of the Work. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

K. Premiums for insurance and bonds required by this Agreement or the performance of the Work.

L. All fuel and utility costs incurred in the performance of the Work.

M. Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work. Provided that if the Owner is exempt from such taxes and provides a tax exemption certificate or certificates to Construction Manager that effect, no such taxes shall apply. The Construction Manager shall use that certificate to exempt any purchases made for the Work from otherwise applicable taxes. As such, the Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager which are exempted because of the Owner's tax exempt status. Subject to the above terms, the Construction Manager shall pay sales, consumer, use and similar taxes that are legally enacted, whether yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

N. Costs for permits, royalties, licenses, tests and inspections incurred by Construction Manager as a requirement of the Contract Documents.

O. Deposits which are lost, except to the extent caused by Construction Manager's negligence or default under this Agreement.

P. Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property, except to the extent caused by Construction Manager or anyone performing Work on its behalf.

R. Accounting and data processing costs related to the Work.

S. Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

T. Costs incurred by Construction Manager to provide the payment and performance bonds, warranties and guarantees with respect to the Work as provided herein.

U. Costs paid or incurred by the Construction Manager for payroll taxes, and insurance, provided such costs are based on wages and salaries included in the Cost of the Work under Section 7.03, and provided that such costs are directly attributable to work performed on this Project only and provided further that such costs do not exceed twenty-five percent (25%) of such wages and salaries.

V. Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 14.03 of the General Conditions or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.03.

7.04 *Non-Reimbursable Costs* The following shall be excluded from the Cost of the Work:

A. Compensation for Construction Manager's personnel stationed at Construction Manager's principal or branch offices, except as provided for in Sections 7.03.A, 7.03.B and 7.03.C hereof.

B. Overhead and general expenses, except as provided for in Section 7.03 hereof, or which may be recoverable for changes to the Work.

C. The cost of Construction Manager's capital used in the performance of the Work.

D. If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

E. Any and all costs incurred by Construction Manager, including but not limited to costs for project management and costs to comply with the General Conditions, to the extent that such costs would cause the GMP to be exceeded.

F. Costs for services incurred during the Preconstruction Phase.

G. Construction Manager's fee of (TBD % on all self-performed scopes of work competitively bid and awarded to the Construction Manager.

7.05 The Guaranteed Maximum Price ("GMP")

A. GMP Established Upon Execution of this Agreement

Construction Manager guarantees that the total charge to Owner for completion of all Work shall not exceed the GMP of **TBD Dollars** (**$_____**). **Construction Manager agrees that it will be responsible for paying or absorbing all costs of completing the Work which exceed the GMP, as said GMP may be adjusted in accordance with the Contract Documents, including but not**

limited to the markups for Change Orders set forth herein.

B. It is the intent of the parties that the GMP will be increased or decreased by any additive or deductive Change Orders that change the scope of the Work with commensurate changes to the Cost of Work in accordance with Article 4.

C. In the event of any "buy out" transactions, agreements by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, then such savings shall be shared with the Owner in the following percentages: 50% to Owner, 50% to Construction Manager. Said savings shall be memorialized by appropriate change order. Documentation regarding such "buy out" transactions/agreements shall be subject to the Owner's audit and inspection rights set forth in the General Conditions. To qualify as a "buy out" under this provision, the savings must result from a negotiated price with an existing Construction Manager's subcontractor that lowers the cost of its portion of the Work.

ARTICLE 8 - COMPENSATION AND PROGRESS PAYMENTS

8.01 General

Payments to Construction Manager are governed in accordance with this Article and the General Conditions.

A. Construction Manager shall submit to Owner on the twenty fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Construction Manager's Application for Payment in accordance with the General Conditions.

B. Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with the General Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under the General Conditions.

C. If Construction Manager's Fee under Section 7.02.A hereof is a fixed amount, the amount of Construction Manager's Fee to be included in Construction Manager's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Construction Manager's Fee.

D. All payments to Construction Manager exclusive of those made directly by Owner to any vendor to Construction Manager will be made by electronic transfer to Construction Manager's bank account. Construction Manager shall promptly provide Owner with wire transfer instructions for the making of such wire transfers to Construction Manager's bank account.

8.02 Retainage on Progress Payments

Owner will retain five percent (5%) of each Application for Payment. Upon Substantial Completion of the Work, the retainage shall be reduced in accordance with the Guaranteed Maximum Price Amendment.

8.03 Interest

Timeliness and interest due or payments to the Construction Manager are subject to and controlled by Chapter 2251 of the Texas Government Code.

8.04 Compensation for Work Performed Prior To Execution of Guaranteed Maximum Price Amendment

A. Unless otherwise agreed, payments for Work performed prior to Execution of the Guaranteed Maximum Price Amendment shall be made monthly. For the Construction Manager's performance of Work prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall compensate the Construction Manager as follows:

B. Construction Manager shall be compensated an amount not to exceed **five thousand dollars ($5,000.00)** for Preconstruction services provided prior to execution of the Guaranteed Maximum Price Amendment in accordance with Sections 7.02 and 8.05 herein. However, should this Agreement be terminated prior to the construction phase, Construction Manager shall be compensated in accordance with the General Conditions.

C. Compensation for Reimbursable Expenses Prior To Execution of Guaranteed Maximum Price Amendment

1. Reimbursable Expenses are in addition to compensation set forth in Section 8.04.A and 8.04.B and include expenses, directly related to the Project, incurred by the Construction Manager as follows:

a. Transportation and authorized out-of-town travel and subsistence;
b. Fees paid for securing approval of authorities having jurisdiction over the Project;
c. Postage, handling and delivery; and
d. Other Project-related expenditures, if authorized in advance by the Owner.

D. Payments to the Construction Manager Prior To Execution of Guaranteed Maximum Price Amendment.

1. Subject to the timeliness and interest provisions in the Government Code Chapter 2251, payments are due and payable to Construction Manager thirty-days following the certification of an application for payment by the Owner's Engineer.

2. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be provided to the Owner with each application for payment or invoice on which any charges for reimbursable expenses appears. Further, Construction Manager shall maintain, at its office, a complete record of all costs and accounting data generated in relation to Reimbursable Expenses and services performed for a period of five years following execution of the Guaranteed Maximum Price Amendment or termination of this Agreement, whichever occurs first. Upon request of Owner, and within a reasonable time following such request, Construction Manager will make available for inspection and duplication all records required to be maintained by this section or elsewhere in the Contract Documents.

E. If the Owner terminates the Contract after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 8.04.B:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 7.02; and
3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

8.05 Contract Price and Payment for Work Performed After Execution of Guaranteed Maximum Price Amendment

A. For the Construction Manager's performance of the Work after execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager the Contract Price in current funds as agreed Section 7.02 herein and in the Guaranteed Maximum Price Amendment. Notwithstanding any terms to the contrary, the provisions of this Article and the General Conditions shall control the obligations of the Parties with respect to payments made pursuant to the Contract Documents.

B. Should this Agreement be terminated after execution of the Guaranteed Maximum Price Amendment, Construction Manager shall be compensated in accordance with the terms contained in the General Conditions.

8.06 Construction Trust Funds

A. Construction Manager shall comply with the provisions of the Texas Trust Fund Act, Chapter 162 of the Texas Property Code. With respect to payments made by the Owner, such funds are considered Trust Funds and shall be safeguarded and used as represented by Construction Manager to pay any consultants and subcontractors that may be due payment pursuant to the schedule of values.

ARTICLE 9 - PAYMENT APPLICATIONS

9.01 After execution of the Guaranteed Maximum Price Amendment this Article shall be governed by the General Conditions unless specified otherwise herein. To the extent there is a conflict between the terms of this Agreement and the terms of the General Conditions, this Agreement shall prevail.

9.02 Contract Price
The Contract Price is stated in the Guaranteed Maximum Price Amendment.

9.03 Applications for Payment
Applications for Payment shall be governed in accordance with the General Conditions.

9.04 Progress Payments
Progress Payments shall be governed in accordance with the General Conditions.

A. After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time limits required by the General Conditions.

B. The Construction Manager shall pay each consultant, subcontractor, and other person or entity providing services or work for the Construction Manager no later than the time period required by the General Conditions.

9.05 Failure of Payment
Failure of payment by Owner within the time limits required by the General Conditions shall entitle the Construction Manager to the remedies contained in Article 16 of the General Conditions.

ARTICLE 10 - FINAL COMPLETION

10.01 Final completion shall be governed in accordance with the General Conditions, except as otherwise set forth in this Article.

A. Timely final completion is an essential condition of this contract. Construction Manager agrees to achieve final completion of the Work within 30 days of the designated or extended substantial completion date. The date of Substantial Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a Certificate of Substantial Completion as provided in the General Conditions.

ARTICLE 11 - OWNERSHIP OF WORK PRODUCT, COPYRIGHTS AND LICENSES

11.01 Ownership of work product, copyrights and licenses, if applicable, shall be governed in accordance with the General Conditions.

ARTICLE 12- CLAIMS AND DISPUTE RESOLUTION

12.01 General Claims and dispute resolution will be governed in accordance with the General Conditions.

12.02 *Mutual Waiver of Consequential Damages* - Excluding losses covered by insurance required by the Contract Documents, the Owner and Construction Manager agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, loss of reputation, or insolvency. The Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, losses of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. To extent there is a conflict between the terms of this provision and the terms of the General Conditions, this provision shall prevail. The Owner's reasonable rental expenses incurred are excluded from this mutual waiver.

ARTICLE 13 - BONDS AND INSURANCE

13.01 Insurance

Construction Manager and Owner shall procure the insurance coverages set forth in the Insurance Exhibit 3 attached hereto and in accordance with Article 6 of the General Conditions.

13.02 Bonds and Other Performance Security

In accordance with Article 6 of the General Conditions and Texas Government Code chapter 2253, Construction Manager shall provide performance bond and labor and material payment bonds.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.01 Governing Law

The Contract shall be governed by the law of the state of Texas.

14.02 Venue

This Agreement is entered into and performed in El Paso County, Texas, and the Construction Manager and the Owner agree that mandatory venue for any legal action related to this contract shall be in the District Courts of El Paso County, Texas.

14.03 Successors and Assigns

The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without the express written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract and the attempted assignment shall be of no legal force or effect as to the other party.

14.04 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. Written notice sent or transmitted by electronic mail or facsimile must be actually received to be considered delivered and to comply with notice requirements herein. Transmission alone by electronic mail or facsimile does not constitute delivery.

14.05 Rights and Remedies

A. Duties and obligations imposed by the Contract Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the Owner or Construction Manager shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.06 Interpretation

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

This Agreement is entered into as of the day and year written above ("The Date of Execution"):

OWNER	CONSTRUCTION MANAGER
	Jordan Foster Construction, LLC
By: *Dionne Mack*	By:
Title: *City Manager*	Title:

Exhibit 1 – Prevailing Wage Rates

NOTICE OF CLARIFICATION
PREVAILING WAGE RATES
"BUILDING," "HEAVY," AND/OR "HIGHWAY" CONSTRUCTION

Sun Metro Transit Operations Maintenance Building Reconstruction

SOLICITATION No. 2025-0432R

Effective February 28, 2017 and December 7, 2021, City Council passed a resolution adopting the City of El Paso Prevailing Wage Rates for "Building," "Highway" and "Heavy" construction in accordance with Chapter 2258.022(a)(1) of the Texas Government Code.

- **The City of El Paso Prevailing Wage Rates applicable to this project**

The Building wage decision will apply to all buildings including any construction which connects them.

The Heavy/Highway wage decision will apply beyond the five (5) foot perimeters of the building(s) to the parking lot and access ramps that lead away from the buildings.

*****APPRENTICES MAY BE REQUIRED FOR THIS PROJECT*****

CITY OF EL PASO, TEXAS
2020 Building Wages

CLASSIFICATION	BASE WAGE	BENEFITS	HOURLY PREVAILING WAGE RATE	(8 HOURS) PER DIEM WAGE RATE
Asbestos/Lead Abatement/Mold Remediation	31.51	12.06	43.57	348.56
Automatic Fire Sprinkler Fitter, Certified	30.64	21.68	52.32	418.56
Block, Brick, and Stone Mason	17.97	0.00	17.97	143.76
Carpenters – Acoustical Ceiling Installation	17.36	0.00	17.36	138.88
Carpenter – Rough	17.64	0.00	17.64	141.12
Carpenter – All Other Work	17.40	0.00	17.40	139.20
Caulker / Sealers	11.29	0.00	11.29	90.32
Cement and Concrete Finishers	16.30	0.00	16.30	130.40
Commercial Truck Driver	14.75	0.00	14.75	118.00
Communication/Security Technician	16.50	2.12	18.62	148.96
Crane and Heavy Equipment Operator	31.05	0.00	31.05	248.40
Door & Hardware Specialist	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile Installers	14.40	0.00	14.40	115.20
Drywall Finishers & Tapers	15.55	0.00	15.55	124.40
Electrician	22.70	7.32	30.02	240.16
Elevator Installers and Repairers	31.35	15.10	46.45	371.60
Fence Erectors – Include with Skilled Labor	10.00	0.00	10.00	80.00
Floor Layers- Carpet and Resilient	12.87	0.00	12.87	102.96
Floor Layers- Specialty	13.00	0.00	13.00	104.00
Floor Layers - Wood	11.50	0.00	11.50	92.00
Glaziers	15.86	1.00	16.86	134.88
Hazardous Materials Removal Workers	10.00	0.00	10.00	80.00
Heating, Air Conditioning and Refrigeration Service Technician	31.14	12.43	43.57	348.56
Insulation Workers – Mechanical	31.26	11.96	43.22	345.76

CLASSIFICATION	BASE WAGE	BENEFITS	HOURLY PREVAILING WAGE RATE	(8 HOURS) PER DIEM WAGE RATE
Irrigator – Landscape, Certified	15.28	0.00	15.28	122.24
Laborer	13.13	0.58	13.71	109.68
Locksmith	12.00	1.35	13.35	106.80
Mechanic	17.00	0.00	17.00	136.00
Painters - Building	13.86	0.00	13.86	110.88
Paper Hanger	14.00	0.00	14.00	112.00
Pipe Layer (Utility)	18.00	0.00	18.00	144.00
Pipe Fitters and Steamfitters	23.53	9.02	32.55	260.40
Plaster, Stucco, Lather and EIFS Applicator	16.82	0.00	16.82	134.56
Plumber/ Medical Gas Installer	31.39	10.77	42.16	337.28
Reinforcing Iron and Rebar Workers	22.69	0.00	22.69	181.52
Roofers	16.00	0.00	16.00	128.00
Scaffolding Erector	13.69	0.00	13.69	109.52
Sheet Metal Workers	27.16	0.00	27.16	217.28
Structural Iron and Steel Workers / Metal Building Erector	25.57	13.24	38.81	310.48
Tile Setters	13.86	0.00	13.86	110.88

2020 BUILDING DEFINITIONS

1	**Asbestos/Lead Abatement/Mold Remediation**	Assembles work platform and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Positions portable air evacuation and filtration system inside work area. Cuts and scrapes asbestos, mold or paint from surfaces, using knife and scraper. Assists in demolition and deconstruction activities of buildings. Shovels asbestos, mold or paint into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, mold or paint, using vacuum, broom, and dust pan. Places asbestos, mold or paint in disposal bags and seals bags, using duct tape, loads bags into truck. Cleans and maintains tools, sampling equipment and lab equipment. Responsible for keeping site and grounds clean and neat. Performs daily equipment checks. Picks up necessary supplies and tools from warehouse as directed. Loads and unloads scrap materials into trucks and roll off boxes. Performs work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor. Performs other related and non-related duties as assigned.
2	**Automatic Fire Sprinkler Fitter, Certified**	Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited: to underground supply, standpipes, fire pumps as well as overhead piping systems.
3	**Block, Brick, and Stone Mason**	Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification.
4	**Carpenters – Acoustical Ceiling Installation**	Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid.
5	**Carpenter – Rough**	Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways.

6	**Carpenter – All Other Work**	Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operatea variety of woodworking machines, such as power saws, jointers, andmortisers to surface, cut or shape lumber or to fabricate parts for woodproducts**.** Performrelatedduties suchastrimwork.
7	**Caulker/Sealers**	Applieswaterproofingagentsorcaulktoavarietyofstructuresandmaterials.
8	**Cement and Concrete Finishers**	Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks,roads,or curbs using a variety of hand and power tools. Align formsfor sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints.Classify installers of mortarless segmental concrete wall units.
9	**Commercial Truck Driver**	Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required tounload truck.
10	**Communication/Security Technician**	Set-up, re-arrange, or remove switching and dialing equipment used incentral offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians"who do a broad range of electrical wiring.
11	**Crane and Heavy Equipment Operator**	A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other relatedoperations. May be crawler type or rubber-tired. May oil, grease or otherwiseservice and make necessary adjustments to equipment as needed. Performsother related duties.
12	**Door and Hardware Specialist**	Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural gradewood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory trainingclasses in the proper methods and techniques and requirements for theinstallation of Architectural Grade commercial wood and metal doors, framesand hardware in conformance with all local, state, and federal code.
13	**Drywall and Ceiling Tile Installers**	Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce orreflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters".

14	**Drywall Finishers and Tapers**	Seal joints between plasterboard or other wallboard, including bedding andtexturing, to prepare wall surface for painting or papering.
15	**Electrician**	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To includethe installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels.
16	**Elevator Installers and Repairers**	Assemble, install, repair, or maintain electric or hydraulic freight or passenger conveyances including but not limited to elevators, escalators, dumbwaiters, moving walks and wheelchair lifts.
17	**Fence Erectors - Include withSkilled Labor**	Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences.
18	**Floor Layers – Carpet and Resilient**	Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blockson floors. Install padding and trim flooring materials. Installs variety of softfloor materials including vinyl and VCT. Exclude wood floors and specialtyfloors.
19	**Floor Layers - Specialty**	Prepares surface, installs and finishes specialty floor material such asmanufactured or engineered and laminated wood.
20	**Floor Layers - Wood**	Install, scrape and sand wooden floors to smooth surfaces using floor scraperand floor sanding machine, and apply coats of finish to include gymnasiumand bowling alleys.

21	**Glaziers**	Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and table tops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.

22	**Hazardous Materials Removal Workers**	Identify, remove, pack, transport, or dispose of hazardous materials, including asbestos, lead-based paint, waste oil, fuel, transmission fluid, radioactive materials, contaminated soil, mold, et cetera. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks.
23	**Heating, Air Conditioning and Refrigeration Service Technician**	Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic.
24	**Insulation Workers – Mechanical**	This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags.
25	**Irrigator- Landscape, Certified**	Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.
26	**Laborer**	Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and Power Tool Operators (Including chipping guns, jackhammers and tampers), all material handling and clean-up, except refractory, chute/hose operator, raking, shoveling and vibrating, raking, shoveling, luting, ironing, dumping and spreading, trenching, material handling, back filling (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers.
27	**Locksmith**	Self-explanatory.

28	**Mechanic**	Maintains and repairs construction tools and equipment.
29	**Painters - Building**	Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers."
30	**Paper Hanger**	Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling.
31	**Pipe Layer (Utility)**	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
32	**Pipe Fitters and Steamfitters**	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings.
33	**Plaster, Stucco, Lather, and EIFS Applicator**	Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding.
34	**Plumbers/ Medical Gas Installer**	Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.
35	**Reinforcing Iron and Rebar Workers**	Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.
36	**Roofers**	Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs.

37	**Sheet Metal Workers**	Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance , control boxes, drain pipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems.
38	**Structural Iron and Steel Workers/Metal Building Erector**	Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, hand rails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers".
39	**Tile Setters**	Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Includes surface preparation as necessary.
40	**Scaffolding Erector**	Erection of a temporary elevated platform (both supported and suspended) and its supporting structure (including points of anchorage) to be used for supporting employees or material or both.

- **Welder -** Receives rate prescribed for craft performing operation to which welding is incidental.
- **Fork Lift and Man Lift (boom and scissor) -** Receives rate prescribed for craft performing operation to which operation of this equipment is incidental.

CITY OF EL PASO, TEXAS

2016 Paving and Street Construction, Dirt Work, Heavy Construction, Pipeline Work, Highway Wage Rates

CLASSIFICATION	BASE WAGE PER HOUR	TOTAL FRINGES PER HOUR	HOURLY PREVAILING WAGE RATE	(8 HOURS) PER DIEM WAGE RATE
Asphalt Distributor Operator	14.64	0.00	14.64	117.12
Asphalt Paving Machine Operator / Spreader Box Operator	14.20	0.00	14.20	113.60
Asphalt Raker	12.99	0.00	12.99	103.92
Backhoe Operator	15.95	0.00	15.95	127.60
Concrete Finishers (Paving and Structures)	13.88	0.00	13.88	111.04
Crane Operator, Lattice Boom	17.50	0.00	17.50	140.00
Crane Operator, Hydraulic	17.50	0.00	17.50	140.00
Electrician	23.09	0.00	23.09	184.72
Excavator Operator	16.10	0.00	16.10	128.80
Form Builder/Setter	15.02	0.00	15.02	120.16
Form Setter (Paving and Curb)	12.86	0.00	12.86	102.88
Front End Loader	14.82	0.00	14.82	118.56
Laborer	11.89	0.00	11.89	95.12
Laborer (Skilled)(Utility)	13.65	0.00	13.65	109.20
Mechanic	17.50	0.00	17.50	140.00
Motor Grader Operator (Fine)	17.54	0.00	17.54	140.32
Pipe Layer	12.94	0.00	12.94	103.52
Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker	17.00	0.00	17.00	136.00
Rock Mason	12.00	0.00	12.00	96.00
Roller Operator	13.70	0.00	13.70	109.60
Servicer	14.33	0.00	14.33	114.64
Truck Driver, Single Axle	13.19	0.00	13.19	105.52
Truck Driver, Tandem Axle	15.32	0.02	15.34	122.72
Utility Operator Grade 1	12.00	0.00	12.00	96.00
Utility Operator Grade 2	13.95	0.00	13.95	111.60
Welder, Certified/ Structural Steel Welder	13.83	0.00	13.83	110.64

All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

2016 HEAVY / HIGHWAY DEFINITIONS

1	Asphalt Distributor Operator	Drives distributor truck, sets spray bars and operates valves and levers to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.
2	Asphalt Paving Machine Operator/Spreader Box Operator	Operates paving machine that spreads and levels asphaltic concrete on highway. Controls movement of machine, raises and lowers screed, regulates width of screed. Operates spreader box by adjusting hopper and strike-off blade so that gravel, stone or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.
3	Asphalt Raker	Distributes asphaltic materials evenly over road surface by hand-raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers (skilled and unskilled) when to add or take away material to fill low spots or to reduce high spots.
4	Backhoe Operator	Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
5	Concrete Finisher (Paving and Structures)	Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.
6	Crane Operator, Lattice Boom	A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

7	Crane Operator, Hydraulic	A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
8	Electrician	Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete installation of wiring systems, works on overhead distribution systems and underground distribution systems. Includes installation of photovoltaic solar panels.
9	Excavator Operator	Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
10	Form Builder/Setter	Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is being placed. May install miscellaneous materials integral to concrete structures. May set precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties. Includes guardrail installation.
11	Form Setter (Paving and Curb)	Fits together, aligns and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties.
12	Front End Loader	Operates a rubber-tired, skid steer or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
13	Laborer	A general term used on construction work covering many unskilled classifications requiring work of a physical nature. Performs a variety of work ranging from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, under the supervision of qualified personnel. Cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms and strip forms, unloads and transports reinforcing steel, cures newly poured

		concrete, assists pipelayers, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work under the supervision of qualified personnel. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Installs and maintains erosion control. Performs other related duties.
14	Laborer (Skilled) (Utility)	Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. Directs laborers in pouring concrete. Erects trench shoring and bracing. Installs, operates, and maintains watering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Is more or less a general utility construction worker. May be a second step in learning a skill. Includes Concrete/Granite Pump Operator, Concrete Saw Operator, Fence Erector, Flagger, and Sign Erector. Performs other related duties.
15	Mechanic	Assembles, assist set up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.
16	Motor Grader Operator (Fine)	Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to bluetops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
17	Pipe Layer	Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.
18	Reinforcing Steel Setter (Structure and Paving)/ Structural Steel Worker	Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. Erects and places reinforcing steel and fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit, including reinforcing members. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Gives direction to reinforcing steel worker apprentice or utility laborers. Performs other related duties.

19	Rock Mason	Constructs partitions, fences, walls, using rock. Cutting, grouting and pointing of materials listed above which is necessary shall be part of this classification. May also build or repair rock retaining walls, cutting or placing of rock in mortar or other similar material.
20	Roller Operator	Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth bituminous and flexible base materials and compact earth fills, subgrade, and all other types of materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.
21	Servicer	Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May require a Commercial Driver's License if driving truck on public highways. Performs other related duties.
22	Truck Driver, Single Axle	Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
23	Truck Driver, Tandem Axle	Drives a tandem axle powered vehicle. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.
24	Utility Operator Grade 1	Clam, ditching machine, side booms (except those in Grade 2), operator on dredges, cleaning machine, coating machine, blending machine, water-kote machine, equipment welder, track tractor, derrick, dragline, shovel, motor grader rough grade, Crawler tractor, foundation drill operator, crawler and truck mounted, and piledriver.

25	Utility Operator Grade 2	Pipe, gin truck or winch truck with poles when used for hoisting, side boom (cradling rock drill), tow tractor, farm tractor road boring machine, fork lift (industrial type), pot fireman (power agitated), straightening machine, boring machine, bombardier (track or tow rig), , hydrostatic testing operator, scraper, stalking machine, plant mix pavement roller operator, plant mix pavement, pneumatic motor operator. Concrete paving curing, float, texturing machine, subgrade trimmer, slip-form machine, milling machine, self-propelled sweeping machine, trenching machine, directional drill, trenching, screening plant, and joint sealer. Off Road Hauler, Pavement Marking Machine Operator Reclaimer/Pulverizer Operator, Slurry Seal or MicroSurfacing Machine Operator.
26	Welder, Certified/ Structural Steel Welder	Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Cuts, lays-out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. May assist in welding of permanent metal deck forms. Performs other related duties.

Exhibit 2- Apprenticeship Program

Apprenticeship Program

City construction contracts require that the construction contractors performing work for the City for such contract shall participate in a United States Department of Labor ("DOL") certified apprenticeship program when the work required under the contract includes work that must be performed by any of the apprenticeable occupations listed in the City's apprenticeship program adopted September 24, 2013, as amended, and the work involving such apprenticeable occupation has a value of **fifty thousand dollars** or more. Information relating to the apprenticeship program, use of apprentices and trades shall be submitted prior to the start of the work of the applicable occupations listed below. Prior to the start of the work of the applicable apprenticeable occupations listed below the contractor or the applicable subcontractor through the prime contractor shall provide written certification to the city that it is a sponsor or participant in a DOL approved apprenticeship program.

Apprenticeable Occupations:

Bricklayer
Carpenter
Cement mason
Drywall applicator
Electrician
Glazier
Operating engineer
Painter
Pipefitter
Plasterer
Plumber
Roofer
Sheet metal worker
Structural worker/ironworker
Taper
Carpenter – Acoustical Ceilings
Cabinet Maker
HVAC
Insulation Worker
Electronic Technician
Elevator Installer & Repairer
Foor Layer
Locksmith
Tile and Marble Setter

The Contractor shall comply with the following:

1. Shall hire registered apprentices enrolled in a DOL certified apprenticeship program.

2. Shall not substitute helpers, unregistered apprentices or other substitutes to perform apprentice level work in place of registered apprentices.

3. Shall pay wage rates and benefit package for apprentices as determined by the apprenticeship program/DOL.

4. Shall comply with DOL requirements for the ratio of apprentices to journeymen.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probation employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to the entire work force under the registered program.

The Contractor shall furnish the City's Capital Improvement Department with sufficient information, which demonstrates that apprentices are employed pursuant to and individually registered in a bona fide apprenticeship program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the City wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the City wage determination for the work actually performed. Every apprentice must be paid at not less than the rates specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the City wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Bureau of Apprenticeship Training determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship & Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

The Contractor shall post the prevailing wage rate schedules made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project. In addition, the Contractor shall post a notice to be provided by the Capital Improvement Department Director regarding prevailing wage rates and the City of El Paso Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rates schedules.

The Contractor shall, in addition to all other information items to be provided to City, certify to City the names of all apprentices on the project; verification of their status as registered apprentices; and documentation as to their proper wage rates; and documentation as the journeyman-to-apprentice ratios for each trade as determined by the apprenticeship program.

No worker shall be discharged by the Contractor or Subcontractor or in any other manner discriminated against because such worker has filed an inquiry or complaint, has instituted or caused to be instituted any legal or equitable proceeding or has testified or is about to testify in any such proceeding under or relating to the apprenticeship program.

The Contractor and every subcontractor shall allow immediate entry, into all areas of the job site, by the Capital Improvement Department Director and his/her agents and representatives displaying and presenting proper identification credentials to the job site superintendent or his/her representative. While on the job site the Capital Improvement Department Director and his/her agents and representatives may inspect for all job site and regulations, including but not limited to those concerning safety, security and fire prevention. The Contractor and each subcontractor shall allow any employee to be interviewed at random, at any time and for any reasonable duration by the Capital Improvement Department Director and his/her agents and representatives to determine compliance with the provisions of this contract regarding the apprenticeship program. *The Contractor and each subcontractor shall allow access to its personnel and apprenticeship books and records, at any time and for any reasonable duration by the Capital Improvement Department Director and his/her agents and representatives to determine compliance with the provisions of this contract regarding the apprenticeship program.*

The City reserves the right to terminate this Contract for cause in the Contractor and/or any subcontractor shall breach any of these provisions regarding the apprenticeship program.

The Contractor shall cause these and any other appropriate provisions regarding the apprenticeship program to be inserted in all subcontractor relative to the work to bind the subcontractor to the same apprenticeship program requirements as are applicable to the Contractor.

Exhibit 3 – Insurance Rider

Owner's Insurance Requirements of Contractor

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: ▪ $1,000,000 Per Occurrence ▪ $2,000,000 $2,000,000 Products/Completed Operations ▪ $1,000,000 Personal And Advertising Injury ▪ Designated Construction Project(s) ▪ Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads $1,000,000 Bodily Injury/$1,000,000 Property Damage Liability per occurrence Required when a contractor is going to work on or within 50 feet of any "railroad property"	▪ Current ISO edition of CG 00 01 ▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. ▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43 ○ Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion applicable to the Work ○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion

Business Auto Liability	Amount of coverage shall be no less than: ▪ $1,000,000 Per Accident	▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and nonowned
Workers' Compensation and Employer's Liability	Amounts of coverage shall be no less than: ▪ Statutory Limits ▪ $1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists.	▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	Amounts of coverage shall be no less than: ▪ $5,000,000 Each Occurrence ▪ $5,000,000	▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Professional Liability	Amounts of coverage shall be no less than: ▪ $1,000,000 Each Occurrence ▪ $2,000,000 ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be $3,000,000 Each Loss ▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. ▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement.	▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: o bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors o habitational or residential operations o mold and/or microbial matter and/or fungus and/or biological substance o punitive, exemplary or multiplied damages. ▪ Any retroactive date must be effective prior to beginning of services for the Owner. ▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.

Contractors Pollution Liability	Amounts of coverage shall be no less than: ▪ $1,000,000 Each Loss ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be $3,000,000 Each Loss ▪ The policy must provide coverage for: o the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement o loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall o third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; o diminution of value and Natural Resources damages o contractual liability o claims arising from non-owned disposal sites utilized in the performance of this Agreement.	▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: o Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable. o impaired property that has not been physically injured o materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. o property damage to the work performed by the contractor o faulty workmanship as it relates to clean up costs o punitive, exemplary or multiplied damages o work performed by subcontractors ▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. ▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years. ▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.
Builders Risk	▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. ▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with	▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. ▪ Such insurance shall cover: o all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling;

	that other insurance being excess, secondary and non-contributing. ▪ The policy must provide coverage for: ○ Agreed Value — Included ○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse — Included ○ Debris removal additional limit — $1,000,000 ○ Earthquake and Earthquake Sprinkler Leakage — $5,000,000 ○ Flood — $5,000,000 ○ Freezing — Included ○ Mechanical breakdown including hot & cold testing — Included ○ Ordinance or law — $1,000,000 ○ Pollutant clean-up and removal — $ 25,000 ○ Preservation of property — Included ○ Theft — Included • Deductible shall not exceed ○ All Risks of Direct Damage, Per Occurrence, except — $10,000 ○ Named Storm — 2% subject to $50,000 minimum ○ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence — $100,000 ○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V — $100,000	○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site; ○ all property including materials and supplies on site for installation; ○ all property including materials and supplies at other locations but intended for use at the site; ○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and ○ other Work at the site identified in the Agreement to which this Exhibit is attached. • No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: ○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; ○ occupancy, in whole or in part; ○ the date on which release of substantial completion is executed; or ○ the date on which the insurable interests of Contractor in the Covered Property has ceased. • A waiver of subrogation provision shall be provided in favor of all insureds.

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

i. "ISO" means Insurance Services Office.

ii. "Contractor" shall include subcontractors of any tier.

iii. "Owner Parties" means (a) City of El Paso ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

B. Policies.

i. Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.

ii. All policies must:

a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.

iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.

v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. <u>Limits, Deductibles and Retentions</u>

i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

ii. No deductible or self-insured retention shall exceed $25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same

D. <u>Forms</u>

i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.

ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

E. **<u>Evidence of Insurance</u>**. Insurance must be evidenced as follows:

i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.

ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.

iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.

iv. ACORD Forms specify:
a. Owner as certificate holder at Owner's mailing address;
b. Insured's name, which must match that on this Agreement;
c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
e. Additional Insured status in favor of Owner Parties;
f. Amount of any deductible or self-insured retention in excess of $25,000;
g. Designated Construction Project(s) General Aggregate Limit;
h. Primary and non-contributory status;
i. Waivers of subrogation; and
j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.

v. Copies of the following shall also be provided:

a. General Liability policy and endorsement(s);

F. Contractor Insurance Representations to Owner Parties

i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Insurance Requirements of Contractor's Subcontractors

i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.

ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which

should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

E**xhibit 4– List of Owner's Permits**

None. Owner shall not have any duty to obtain any permits in connection with the Work. All required permits and other government authorizations required in connection with the Project are to be obtained by Construction Manager in the performance of the Work.

Exhibit 5 – Forms of Payment Bond and Performance Bond

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both.

10. *Claim*—(a) A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Owner's decision regarding a Change Proposal; seeking resolution of a contractual issue that Owner has declined to address; or seeking other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Construction Documents* - The documents, consisting of Drawings and Specifications setting forth in detail the quality levels of materials and systems, including other written or graphic instructions used for construction of the Project.

13. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

15. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

16. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

17. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work. If the Work is to be performed using a Design-Build project delivery method, then any reference to the Contractor herein, shall mean the Contractor, Architect or Engineer comprising the Design-Build Team. If the Work is to be performed using a Construction Manager At-Risk (CMAR) project delivery method, then any reference to the Contractor herein, shall mean the Construction Manager.

18. *Cost of the Work*—See Paragraph 13.01 for definition.

19. *Design-Build Team (if applicable)*– Group comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

20. *Design Consultant (if applicable)*- A qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

21. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

22. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

23. *Engineer*—The individual or entity named as such in the Agreement. The individual or entity may be an employee of Owner, whether that individual holds the title of City Engineer or is an individual within the City Engineer's department, or may be an independent design consultant retained by Owner for the Project. In any event, the Engineer will serve as Owner's agent during design and construction phases, and provide technical guidance and recommendations, subject to Owner's approval.

24. *Field Order*—A written order approved by Owner and issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

25. *Final Completion* - The date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared in accordance with the General Conditions of Contract and the submission of all documents required by the General Conditions of Contract.

26. *Force Majeure Events* - Those events that are beyond the control of both Contractor and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, unusually severe weather conditions not reasonably anticipated, and other acts of God, not due to the negligence of the party claiming Force Majeure.

27. *GMP Exhibit* - That exhibit attached to the Agreement, which exhibit will have been agreed upon by Owner and Contractor prior to the execution of the Agreement. If the Work is to be performed using a Design-Build project delivery method, then the GMP Exhibit will be referred to as the Design-Build Amendment. If the Work is to be performed using a CMAR project delivery method, then this defined term will govern.

28. *GMP Proposal* - That proposal developed by Contractor in accordance with the Agreement Between Owner and Contractor with an option for a Guaranteed Maximum Price.

29. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

30. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

32. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

33. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

34. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

35. *Owner's Project Criteria* – Criteria developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Build Teams performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements, prescriptive specifications, and Green Globes ® or other sustainable design criteria and other Project-specific technical materials and requirements.

36. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence, project critical path, project milestones, relationship and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

37. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

38. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

39. *Resident Project Representative*—The authorized representative of Owner assigned to assist Owner at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. Owner's Resident Project Representative may be the Engineer or Architect if Owner so designates.

40. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

41. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review and Owner's approval of the submittals and the performance of related construction activities.

42. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

43. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

44. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

45. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

46. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

47. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer and subject to the Owner's approval, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

48. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

49. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

50. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

51. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to

Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

52. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

53. *Unit Price Work*—Work to be paid for on the basis of unit prices.

54. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents. If the Work is to be performed using a Design-Build project delivery method, then the Work also includes the design services required by the Contract Documents. If the Work is to be performed using a CMAR project delivery method, then the Work also includes the preconstruction services required by the Contract Documents.

55. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.

D. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals.

2.03 Before Starting Construction

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit for Engineer's review and - Owner's approval:

1. a preliminary Progress Schedule for indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, critical path, relationships between the Work, Work Milestones, and including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals to coincide with the progress schedule; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. Should the Contractor or Owner wish to establish any Milestones that will be subject to individual schedules and/or completion dates, these Milestones shall be established at this conference and any Change Orders or contract modifications relating to the establishment of Milestones will be presented to the Owner for acceptance and execution by the Parties in accordance with the terms and provisions contained herein.

2.05 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, Owner, and others as appropriate, will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and approved by Owner based on Engineer's recommendations.

1. The Progress Schedule will be acceptable to Engineer and Owner if it is cost loaded and provides an orderly progression of the Work to completion within the Contract Times, provides critical path, milestones, operation disruptions periods. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, three-dimensional modeling (such as Building Information Models), and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure cloud-based construction management software application.

B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

2.07 Designation of Authorized Representatives

A. Prior to or within three (3) days of the Notice to Proceed, the Owner and Contractor shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Subject to Owner's approval, such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. If the Work is being performed using the CMAR project delivery method, then Contractor shall promptly report in writing to Engineer and Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer subject to Owner's approval, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01. If the Work is being performed using the Design-Build project delivery method, then Contractor shall promptly make such report to the Owner.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer and Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer subject to Owner's approval, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Should Contractors perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by

Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit via secure cloud-based construction management software application to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder. The Engineer will provide a recommendation to Owner who will ultimately approve or disapprove such Work.

B. Engineer will, with reasonable promptness and with Owner's prior written approval, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence upon issuance of notice to proceed..

4.02 Commencement of Performance

A. No Work shall be done at the Site prior to such date. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit for Engineer's review and Owner's approval (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Contractor shall provide an updated cost loaded schedule with each Pay Application for Owner's review. Extensions to the Project Schedule that propose to increase Contract Time must be submitted for the Owner's approval and such approval must be reflected and memorialized in a written Change Order.

3. The Contractor shall maintain a current Progress Schedule at the Project site. The current Progress Schedule shall be displayed at the site and shall be available for use and reference by the Owner, Engineer, and Contractor. The Contractor shall have weekly meetings with the Owner where the current Progress Schedule is reviewed and evaluated based on work performed in the past week and planned work for the following week. Should the Progress Schedule require an update or amendment as a result of these meetings, the Progress Schedule provided with the subsequent Pay Application shall so indicate.

4. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Time. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. unusually severe weather conditions;
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS,

INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS FROM AND AGAINST ANY SUCH CLAIM, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CONTRACTOR'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF THE CONTRACTOR OR THOSE FOR WHICH CONTRACTOR IS RESPONSIBLE.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.

B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the contract documents, plans and specifications for an amount above any time and price adjustments pursuant to Article 11 due to differing site conditions. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the

extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.

C. *Reports and Drawings*: Owner will identify to the Contractor:

1. any reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. any drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

D. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified by Owner with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection

therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Times and Contract Price to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price and Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor submitted its Bid or entered into the Agreement with Owner for the Project; or

    b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times and Contract Price, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times and Contract Price, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Contract Documents:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings,

conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

A. Contractor shall be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site regardless of whether such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work. Contractor may submit a Change Proposal pursuant to Article 11 regarding its entitlement to any adjustments in the Contract Price and or Contract Time for any associated cost for removal or remediation only if the Hazardous Environmental Condition encountered, uncovered, or revealed at the Site was not brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

B. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

C. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and deduct all costs incurred from the contract balance or if no contract balance, may file a claim for costs.

D. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

E. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

G. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE

RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE.

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond in accordance with chapter 2253 of the Texas Government Code. Contractor shall also furnish such other bonds as are required by other specific provisions of the Contract.

B. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds in a form acceptable to Owner. The surety on the bonds must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Texas, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide bonds from another surety, all of which shall comply with the requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

6.02 Insurance—General Provisions

A. Owner is self-insured as a municipality of the State of Texas.

B. Contractor shall provide all insurance with required by Exhibit A to these General Conditions, Owner's Insurance Requirements.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of

construction, unless the Contract Documents give other specific instructions concerning these matters.

B. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

C. At all times during the progress of the Work, Contractor shall keep a competent resident superintendent who shall not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld. The superintendent shall supervise and direct all portions of the Work.

7.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

C. Prevailing Wages must be paid to all laborers on the Project. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage. The City of El Paso has performed and requires the use of its Wage Rate Determination. Such wage rate determination is available to Contractor and shall be the basis of any bids and payments to labor for the Project. If the Project involves federal funding, the Contractor is required to pay the higher wage as between the El Paso wage rate determination and the rates published by the U.S. Department of Labor pursuant to the Davis-Bacon Act.

D. Certified payrolls demonstrating compliance with the prevailing wage requirements shall be maintained by the Contractor and all Subcontractors performing the Work. The Contractor is required to submit to the Owner a copy of all certified payrolls for any pay period with each Pay Application. Pursuant to Chapter 2258, Texas Government Codes, the Contractor shall forfeit as a penalty to the City of El Paso sixty dollars ($60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him. Furthermore, failure to provide certified payrolls may be grounds for withholding of funds and default as provided in sections 15.01 and 15.06 herein.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and

incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer or Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer recommend the use of other items of material or equipment, or items from other proposed suppliers savingunder the circumstances described below and subject to written approval by Owner.

1. If Engineer in its discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, and provided Owner has authorized such determination, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that:

      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

      3) it has a proven record of performance and availability of responsive service; and

      4) it is not objectionable to Owner.

   b. Contractor certifies that, if approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and

      2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the judge of acceptability, subject to Owner's approval. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination. Use of an unapproved "or-equal" item will render such Work defective and will be subject to Article 14 provisions.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer, with Owner's approval, authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer will be the judge of acceptability. Subject to Owner's approval, no substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

E. *Effect of Engineer's Determination*: If Engineer and Owner approve the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

7.06 Concerning Subcontractors, Suppliers, and Others

A. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

B. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

C. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

D. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

E. Contractor shall be solely responsible for pull planning scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

F. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

H. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

J. If the construction manager at risk project delivery method is being utilized, the award of all Subcontracts shall be subject to the provisions governing competitive bidding of scopes of work in Texas Government Code Chapter 2269 and the applicable terms contained in the Agreement executed by the Parties.

7.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. However, if the Contractor has reason to believe that the design, process or product required by the Owner is an infringement of a copyright or a patent, the Contractor shall be responsible for such any

loss on account thereof, unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Contractor, the Owner shall give prompt written notice to the Contractor.

B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT SPECIFIED IN THE CONTRACT DOCUMENTS.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, fees, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. The Owner will waive the fees for any permits, licenses, and inspections issued by the City of El Paso. Contractor will be responsible for all utility costs and for re inspection fees.

7.09 Taxes

A. The Owner enjoys tax-exempt status as a municipality. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

7.10 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses. However, Contractor has no responsibility or liability for determining whether the Work as described in the Contract Documents complies with applicable Laws or Regulations.

7.11 Record Documents

A. Contractor shall maintain in a secure cloud-based construction management software application and in safe place at the Site one printed record copy of all Drawings, Specifications, Schedules, Addenda, Meeting Agenda, Meeting Minutes, Project Financials Change Orders, Work Change Directives, Field Orders, Test Result, owner provided test results, owner provided field reports, Field Inspection Report, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer and Owner for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

7.12 Safety and Protection

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all Laws and Regulations regarding safety and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of

Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Upon recommendation provided by Engineer, if Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

B. In the event there is an accident involving injury to any individual on or near the Work, the Contractor shall notify Owner's Representative within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner, for the Owner's and Engineer's records, within forty-eight (48) hours of the event. Nothing in this section will relieve Contractor of its obligations and responsibilities with respect to an injury under any state and federal laws and regulations.

7.16 Shop Drawings, Samples, and Other Submittals

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. Reviewed, approved and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the

Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and Owner's approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's and Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer and Owner. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's and Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

3. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

4. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

5. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer or Owner and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement

for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material and/or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

E. The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Final Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work which is defective or nonconforming, or the acceptance of nonconforming Work.

F. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantia Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

G. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

H. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

I. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of the Contractor to correct the Work, pursuant to the warranties provided, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

7.18 Indemnification

A. TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY DESIGN CONSULTANT, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY

OF THEM TO PERFORM ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

B. CONTRACTOR SHALL DEFEND ANY ACTION OR PROCEEDING BROUGHT AGAINST OWNER BASED ON ANY CLAIM THAT THE WORK, OR ANY PART THEREOF, OR THE OPERATION OR USE OF THE WORK OR ANY PART THEREOF, CONSTITUTES INFRINGEMENT OF ANY PATENT (ENFORCEABLE IN THE UNITED STATES), COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT NOW OR HEREAFTER ISSUED ("IP RIGHT"). CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST ALL DAMAGES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES AWARDED AGAINST OWNER OR CONTRACTOR IN ANY SUCH ACTION OR PROCEEDING. CONTRACTOR AGREES TO KEEP OWNER INFORMED OF ALL DEVELOPMENTS IN THE DEFENSE OF SUCH ACTIONS.

C. IF OWNER IS ENJOINED FROM THE OPERATION OR USE OF THE WORK, OR ANY PART THEREOF, AS THE RESULT OF ANY IP RIGHT SUIT, CLAIM, OR PROCEEDING, CONTRACTOR SHALL AT ITS SOLE EXPENSE TAKE REASONABLE STEPS TO PROCURE THE RIGHT TO OPERATE OR USE THE WORK WITH DUE CONSIDERATION OF THE MINIMIZING THE IMPACT ON OWNER'S OPERATIONS AND THE COST THEREOF. IF CONTRACTOR CANNOT SO PROCURE SUCH RIGHT WITHIN A REASONABLE TIME, CONTRACTOR SHALL PROMPTLY, AT CONTRACTOR'S OPTION AND AT CONTRACTOR'S EXPENSE, (I) MODIFY THE WORK SO AS TO AVOID INFRINGEMENT OF ANY SUCH IP RIGHT OR (II) REPLACE SAID WORK WITH WORK THAT DOES NOT INFRINGE OR VIOLATE ANY SUCH IP RIGHT.

D. PROVIDED THAT OWNER IS NOT IN BREACH OF ITS CONTRACTUAL OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR FOR UNDISPUTED AMOUNTS, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ANY CLAIMS BROUGHT AGAINST OWNER OR AGAINST THE PROJECT AS A RESULT OF THE FAILURE OF CONTRACTOR, OR THOSE FOR WHOSE ACTS IT IS RESPONSIBLE, TO PAY FOR ANY SERVICES, MATERIALS, LABOR, EQUIPMENT, TAXES OR OTHER ITEMS OR OBLIGATIONS FURNISHED OR INCURRED FOR OR IN CONNECTION WITH THE WORK. WITHIN THREE (3) DAYS OF RECEIVING WRITTEN NOTICE FROM OWNER THAT SUCH A CLAIM HAS BEEN FILED, CONTRACTOR SHALL COMMENCE TO TAKE THE STEPS NECESSARY TO DISCHARGE SAID CLAIM, INCLUDING, IF NECESSARY, THE FURNISHING OF A PAYMENT BOND. IF CONTRACTOR FAILS TO DO SO, OWNER WILL HAVE THE RIGHT TO DISCHARGE THE CLAIM AND HOLD CONTRACTOR LIABLE FOR COSTS AND EXPENSES INCURRED, INCLUDING ATTORNEYS' FEES.

7.19 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's and Owner's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's and Owner's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

7.20 Contractor's Payment Obligations

A. Contractor shall pay each Design Consultant, Subcontractor, and other person or entity providing services or work for the Contractor no later than the time period required by chapter 2251 of the Texas Government Code, and in accordance with its contractual obligations to such parties, all the amounts Contractor has received from Owner on account of their work. Contractor will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer and Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the Owner must provide written notice to the Contractor of additional work that includes the scope of the work, general location, time-frame, and the identity of the party(ies) performing the work. Additionally, the Owner must provide or have provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility on behalf of the Owner to address coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in writing, the Contractor shall have responsibility for coordination among other parties at and adjacent to the Project Site. The Contractor shall ensure through such coordination that neither its Work, nor any other parties' work is delayed or impeded because of a lack of such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes

damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times and the Contractor performing its obligation pursuant to section 8.02.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

A. For all Project and performance of Work matters, Owner will issue communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due in the manner and within the time limits proscribed by chapter 2251 of the Texas Government Code.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

9.06 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.07 Evidence of Financial Arrangements

A. Within Thirty (30) days of executing the Agreement, Contractor may request, and Owner shall furnish, reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

9.08 Safety Programs

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer will act as the Owner's representative for Project administration during the construction period. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner's designated representative, but Engineer may communicate on behalf of Owner in all Project matters.

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of

Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in this Article 10.

10.04 Rejecting Defective Work

A. Engineer has the authority to reject Work in accordance with Article 14, subject to Owner's approval.

10.05 Shop Drawings, Change Orders and Payments

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Subject to Owner's approval, Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor.

10.08 Limitations on Engineer's Authority and Responsibilities

A. Engineer's authority, responsibility and actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.

C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

D. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. A Change Order shall be used to amend or supplement the Contract Documents when the Parties agree to the amendment, supplement, modification to the scope of work, or change in the Contract Price or the Contract Times.

2. *Work Change Directives*: A Work Change Directive may be issued by the Owner if the Parties cannot agree on a Change Order. A Work Change Directive may also be issued if the Parties expect that the change ordered by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times.

a. In the event the Owner has issued a Work Change Directive that the Parties subsequently agree shall be incorporated into a Change Order, the Contractor must submit its Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive.

b. Adjustments to the Contract Price for Work performed pursuant to a Work Change Directive issued by the Owner without agreement of the Parties shall be governed by the provisions in section 11.04.

c. Upon receipt of a Change Directive, Contractor shall promptly proceed with the change in the Work involved.

3. *Field Orders*: Owner or Engineer (with Owner's approval) may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein. Provided the Construction Manager-At Risk project delivery method is being used, subject to Owner's prior written approval, Contractor may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Contractor shall promptly inform Owner and Engineer, in writing, of any such changes and record such changes on the documents maintained by Contractor.

11.02 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Price shall comply with the

provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2) properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner; or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall not exceed 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall not exceed five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net

decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

A. The Contract Times may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer and Owner to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer and Owner promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. Failure by Contractor to comply with this submittal procedure will constitute an express waiver of any Claim for relief.

2. *Engineer's Action*: Engineer will review each Change Proposal with Owner and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Engineer's action on a Change Proposal will not have the effect of adjusting the Contract Time or Contract Price without express written approval of Owner and a memorialization of Engineer's Action in a Change Order. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of

Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

11.08 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

A. The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver written notice directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. In the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The responsibility to substantiate a Claim shall rest with the party making the Claim. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, the mediation shall occur within 60 days of the agreement to mediate. However, the mediation may be stayed and its scope and schedule may be amended, provided that the mediation occur no later than 60 days following Final Completion. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

4. Mediation is a condition precedent to litigation before a court of competent jurisdiction or tribunal.

E. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party.

F. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise, that agreement should be memorialized in a Change Order if the Project is ongoing at the time of resolution and the agreement affects the Contract scope, price, or time.

G. *Duty to Continue Performance:* Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work pending the final resolution of any dispute or disagreement between Contractor and Owner.

H. The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise arising out of or related to the Contract in accordance with the requirements of this article 12, the dispute resolution provisions of article 17 and within the time period specified by applicable law. The Contractor waives all claims and causes of action not commenced in strict accordance with this Article.

I. *Claims Arising After Final Payment:* If the Contractor intends to make a Claim for an increase in the Contract Price or Contract Time, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property. Failure to provide written notice of a Claim in accordance with this Article and other applicable provisions of the Contract Documents constitutes an express waiver by the Contractor of any right of recovery on such Claim.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the employ of Contractor in the direct performance of the Work. Such employees shall include, without limitation, superintendents, foremen, project manager and other personnel employed full time. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation and health and retirement benefits applicable thereto.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof, approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. The cost of utilities, fuel, and sanitary facilities at the Site.

   e. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's employees, agents and other personnel not included in Paragraph 13.01.B, whether at the Site or in Contractor's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of

any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor and Owner the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Provided the Owner has approved such decision, Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer and Owner timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall be responsible for providing the services of an independent inspection and testing lab if the Contract Documents and Specifications so require.

C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner.

D. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work, subject to Owner's approval.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Subject to Owner's prior written approval, Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Owner shall be responsible for costs associated with requests for special testing to the extent uncovered work found to be in conformance.

B. If any Work is covered contrary to the written request of Engineer or Owner, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, upon Owner's approval and Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer or Owner to correct defective Work, or to remove and replace rejected Work as required by the Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. If no payments are due to the Contractor or insufficient funds remain as part of the Contact Price then unpaid to the Contractor, the Contractor shall be liable to the Owner and shall promptly reimburse the Owner for all costs following written notice of the amount due to the Owner.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 25 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer and Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by an invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's

observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents; and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required certified payrolls, bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. liquidated damages, if applicable, or other damages resulting from delay have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

h. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, services, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens, claims, security interests, encumbrances, and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment. If the Agreement calls for a Design-Build project delivery method, the Contractor shall issue a certificate of Substantial Completion to the Owner.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list if Contractor has not yet provided a punch

list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall set forth (i) the date of Substantial Completion, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. If Owner and Engineer do not consider the Work substantially complete, the Engineer shall notify Contractor of such, in writing, with a specific explanation of those portions of the Work that are the basis for determining the Work is not substantially complete. If the Agreement calls for a Design-Build project delivery method, the Contractor shall submit a preliminary certificate of Substantial Completion to the Owner.

D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03 for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Owner or Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Owner or Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work.

4. No use or occupancy or separate operation of part of the Work by Owner will relieve Contractor of its insurance obligations under these Contract Documents.

B. The Owner, at the Owner's sole option, shall have the right to take possession of and use any completed or partially completed portion of the Work regardless of the time for completing the entire Work. The Owner's exercise of such use and possession shall not be construed to mean that the Owner acknowledges that any part of the Work so possessed and used is substantially complete or that it is accepted by Owner, and the Owner's exercise of such use and possession shall not relieve the Contractor of its responsibility to complete all Work in accordance with the Contract Documents.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. In such case, Contractor must bear the cost of any additional Work or services of the Owner until the Work is determined to be finally complete.

15.06 Final Payment

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer and Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all disputes that Contractor believes are unsettled;

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights or claims arising out of the Work, and of Liens or claims filed in connection with the Work; and

f. a general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien or claim could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in claims, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien or claim, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from defective Work appearing after final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted, expressly reserved, or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is in need of repair, adjustment, modification, correction, or found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall

be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply an Architect, Engineer, or sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Fails to make payment to the Consultants, Contractors, Subcontractors, or Suppliers for services, materials or labor in accordance with their respective agreements with the Contractor;

3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

4. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents; or

5. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor and the Contractor's surety, if any, ten (10) days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default,

2. exercise any rights afforde to it under the Contract Documents,

3. give Contractor notice that the Contract is terminated; and/or

4. enforce the rights available to Owner under any applicable performance bond.

C. If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. If Owner chooses to complete the Work in accordance with this provision, Owner and Contractor expressly agree that Owner shall be exempt from publicly bidding the completion work pursuant to Sections 252.021 and 252.022 of the Texas Local Government Code.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within the ten (10) day cure period begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds to complete the Work and/or correct the default, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid

balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Contractor will only be entitled to be paid for Work performed prior to its default. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such costs shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Contractor's default.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety.

G. If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Paragraph 16.03 of the Agreement.

16.03 Owner May Terminate For Convenience

A. Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid (subject to the GMP) for:

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and

3. demobilization expenses.

B. Contractor shall not be paid for any economic loss arising out of or resulting from such termination, except for those costs expressly identified above.

C. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;

2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements

with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

D. If Owner terminates the contract for convenience and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in the Contract Documents.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 180 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

3. Reserved claims of Owner or Contractor under these Control Documents, including Article 12.

B. *Final Resolution of Disputes*:

1. For any disputes subject to this article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having

jurisdiction. Mediation is a condition precedent to litigation before a court of competent jurisdiction.

2. For any claim not resolved by mediation, the parties agree to submit such claims to the jurisdiction of the District Court of El Paso County, Texas for final dispute resolution.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or

3. delivered by electronic means with a corresponding confirmation of delivery or read receipt.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, the computation of time will conclude on the next business day.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by special warranty or guarantee, or by other provisions of the Contract.

18.04 Limitation of Damages

A. The Contractor and Owner waive claims against each other for the following damages arising out of or relating to this Contract. This mutual waiver includes:

1. damages incurred by the Owner for loss of financing, business opportunity and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

B. The damages limitation set forth in Paragraph 18.04.A above is not intended to affect the payment of liquidated damages, if applicable, or delay damages which both

parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be incidental to the Work.

18.05 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state of Texas. However, the laws of the state in which Project is located, including applicable federal laws and governmental authorizations and permits issued with respect to the Work pursuant to state or federal law, shall pertain as to the duty of Contractor to construct the Work in compliance with legal requirements.

18.08 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions, and shall not in any way be construed to limit or alter the meaning of any provision.

18.09 Prevailing Wage

A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

18.10 Right to Audit:

A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.

B. The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as

computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:

1. The Contractor's compliance with contract requirements;
2. The Contractor's compliance with the Owner's business ethics policies; and
3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.

C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article 18.10 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.

D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 18.10.

E. If an audit inspection or examination in accordance with this Article 18.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor.

Contractor shall have the right to challenge the audit finding. If the audit findings were incorrect, Contractor shall not be responsible for the costs of the audit.

18.11 Trust Funds

A. This Project is subject to the Texas Trust Fund Statute, chapter 162 of the Texas Property Code, and the Parties acknowledge that the payment obligations contained herein for the Contractor to receive funds from the Owner and then use those funds to pay such Subcontractors, Suppliers, Vendors, Consultants, and the like, are subject to the Trust Fund Statute and the Owner's audit rights outline in this Article 18.

18.12 Severability

A. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

18.13 Amendments

A. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

18.14 Assignment

A. Contractor shall not, without the written consent of the Owner assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents, other than to an affiliate. An assignment to an affiliate shall not relieve the assignor of its obligations under this Agreement.

18.15 Confidential Information

A. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

B. A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

18.16 Public Art Component

A. This Project is subject to the Owner's Public Art initiate and, as such, two percent (2%) of the Project budget, through separate funds, are devoted to the commission or acquisition and installation of a public art work. The Contractor expressly acknowledges that the Public Art component is part of the Work. The Contractor agrees to coordinate

with the Owner and the artist for installation of the art work at the direction of the artist and the Owner. The cost of such coordination, direction and installation shall be born by Contractor and are part of the Contract Price.

18.17 Open Records Act/Texas Public Information Act Requests

A. The Contractor recognizes that this Project is publicly owned and the Owner is subject to the disclosure requirements of the Texas Public Information Act ("TPIA"). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner's obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the Owner's audit rights in section 18.10.

File #: 25-1458, **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, Yvette Hernandez, (915) 212-0065

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the City of El Paso and Alvidrez Associates, Inc., a Texas corporation, for a project known as "Architect and Engineering Services for Sun Metro Transit Operations Center (TOC) Reconstruction" for an amount not to exceed $1,300,403.50; 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 the increased amounts are within the appropriate budgets of the project, for a total amount of $1,400,403.50; 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

DEPARTMENT: Capital Improvements

REVISED
1:15 pm, Dec 02, 2025

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: 7: Enhance & Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:

A resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and ALVIDREZ ASSOCIATES, INC., a Texas corporation, for a project known as "Architect and Engineering Services for Sun Metro TOC Reconstruction" for an amount not to exceed $1,300,403.50; 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 the increased amounts are within the appropriate budgets of the project, for a total amount of $1,400,403.50; 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:

The City of El Paso seeks Statements of Qualifications, pursuant to the Professional Services Procurement Act, Subchapter A, Chapter 2254, of the Texas Local Government Code, from interested firms to provide Architect and Engineering Services for the Sun Metro TOC Reconstruction located at 10151 Montana Ave, El Paso, TX 79925. The firm will contract directly with the City of El Paso and will work cooperatively with the City and other project members to successfully provide the full scope of the required professional services.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

$ 1,300,403.50
Funding Source: Sun Metro Recovery Operations
Account: 560-3230-60050-58270-SMFY25RCV

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)
N/A	

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

DEPARTMENT HEAD: Yvette Hernandez

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

REVISED
1:15 pm, Dec 02, 2025

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 **ALVIDREZ ASSOCIATES, INC.**, a Texas corporation, for a project known as "Architect and Engineering Services for Sun Metro TOC Reconstruction" for an amount not to exceed $1,300,403.50; 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 the increased amounts are within the appropriate budgets of the project, for a total amount of $1,400,403.50; 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.

APPROVED THIS _____ DAY OF _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P. E., City Engineer
Capital Improvement Department

HQ 6009 | Tran # | CID
Sun Metro TOC
RAB

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0451R
AE SERVICES FOR THE SUN METRO TOC RECONSTRUCTION

CONSULTANT	ALVIDREZ	ARCHIPELI	ASA	COUNTRYMAN	INSITU	MIJARES MORA	MNK
Rater 1	84	65	73	79	79	89	89
Rater 2	79	51	62	56	79	73	61
Rater 3	78	55	61	57	71	73	62
Total Rater Scores	**241**	**171**	**196**	**192**	**229**	**235**	**212**
References	8.16	3.3	3.3	8.53	7.76	3.3	8.06
Overall Score:	**249.16**	**174.30**	**199.30**	**200.53**	**236.76**	**238.30**	**220.06**
	1	7	6	5	3	2	4

Rankings	Consultant
1	ALVIDREZ
2	MIJARES MORA
3	INSITU
4	MNK

Rankings	Consultant
5	COUNTRYMAN
6	ASA
7	ARCHIPELI

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made on this ____ day of _____, 2025 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 Alvidrez Associates, Inc., a Texas 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 and Engineering Services for the Sun Metro TOC Reconstruction" 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.

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 **$1,300,403.50** 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 allocated is **$20,000,000.00**, 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

5.1.3 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 shall apply, **including but not 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.

--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 non-compliance: 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.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the 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:	ALVIDREZ ASSOCIATES, INC. Attn: David Alvidrez 310 North Mesa, Suite 100A El Paso, Texas 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:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2025, by **Dionne Mack,** as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

(Signatures begin on following page)

CONSULTANT:
ALVIDREZ ASSOCIATES, INC.

By: _____
Name: David Alvidrez
Title: President

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 25 day of November, 2025 by David Alvidrez, on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

01/18/2028

E. GARCIA
My Notary ID # 130499904
Expires January 18, 2028

ATTACHMENT "A"
SCOPE OF SERVICES

The firm provide all design services including but not limited to:

- Architectural
- Civil
- Structural
- Landscaping
- Mechanical
- Electrical

Additional services

- TDRL Registration and RAS Inspections.
- Fixture, Furniture and Equipment, design and specification
- Fire Suppression consultation
- Sustainability Consultant
- Geotechnical,
- Surveying
- Cost Estimating
- Special Systems
- Commissioning Basic or advanced
- Code Consultant
- Coordination with effective facility stakeholders to include Information Technology, Facility Maintenance, Environmental and USER DEPT. to evaluate needs and solutions

1.0 SERVICES REQUIRED

1.1 Surveys

The designer shall provide all necessary topographic and horizontal surveys for a complete design.

1.2 Planning

Consultant shall provide service for a Special Permit Application and Platting application with the following but not limited to steps for Building permit.

- Special Permit Application
- Pre-application
- Application Submittal and Review
- Site Posting
- CPC Meeting
- City Council First Reading
- City Council Second Reading

Platting

- Formal Application
- Formal Application Review
- CPC Meeting
- Apply for Building Permit

1.3 Design

The Designer shall conduct design analysis for the project to ensure public safety. All design analyses must comply with applicable City, County, State, and Federal laws and regulations.

The design must meet all City requirements for the project and shall be executed in phases as outlined in Section 6.0 Project Schedule below.

The Consultant is responsible for delivering a turnkey design product. The Consultant shall identify and ensure that all designers involved are licensed in the State of Texas, as required by law. In addition to complying with local building codes, the Consultant shall adhere to all other applicable codes and standards.

The Consultant shall present the design to the City of El Paso Design Review Committee and comply with all requirements set by the Committee.

Sole sourcing is not permitted. The Consultant shall prepare both design and performance specifications.

1.4 Cost Estimating and Budget Verification

The Consultant shall develop budgets and monitor budget performance, recommend measures to mitigate cost-over-runs, and enforce compliance of project budget.

1.5 ADA Compliance and Requirements

The designer shall include and comply with the American with Disabilities Act (ADA), Texas Accessibility Standards (TAS), and Texas Department of Licensing and Regulation requirements.

The Consultant shall employ the services of a Registered Accessibility Specialist (RAS) to review the design documents, register the project with TDLR and perform final inspection of construction. The Consultant shall comply with RAS design comments.

1.6 Technical Specifications

The designer shall prepare technical specifications under the CSI Master Format and Unified Facilities Guide Specifications from whole building design guide

1.7 Sub-consultant and Service Provider Coordination

The Consultant shall be responsible for coordinating with all sub-consultants, service providers, and contractors. The Consultant shall oversee all services provided by these parties to ensure that they meet the project requirements, timelines, and quality standards. The Consultant is also expected to facilitate clear and consistent communication among all involved parties and to promptly address any issues or discrepancies that may arise during the course of the project.

1.8 Utility Services and Utility Easements

Based on the design, the designer shall coordinate with all utilities during the preliminary design phase and throughout the entire design process. The designer shall submit all applications to the utilities on behalf of the City of El Paso. However, the City shall pay all utility service fees. The designer will not pull the installation of the service. The installation of the service shall be coordinated by the contractor. Construction documents shall clearly show all utility company contacts, and the type of service requested. All utility service requests shall be submitted by the designer by or before the construction documents are submitted for bid advertisement. The designer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The designer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the designer shall be completed by or before the due date of the final design phase

1.9 Utility Coordination

The Consultant shall be responsible for coordinating design efforts with all affected utility companies and record all utility coordination through a utility coordination log. The purpose is to minimize utility relocation without compromising design standards. The Consultant shall be responsible for obtaining all available horizontal and vertical information on utility lines, valves, covers, manholes, etc., from the different utility companies and applicable City Departments during the preliminary design plan submittal. The Consultant shall meet with all affected utility companies to discuss the proposed design. Based on these coordination meetings and correspondence that is sent between both the Consultant and utility companies, the need and extent of relocation shall be determined. If a dispute arises, the Consultant shall immediately set up a meeting between the CID Project Manager and the utility company to resolve the dispute. All correspondence and meeting minutes shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be completed by or before the due date of the final design phase. The Consultant shall submit all utility clearance letters from each utility company by or before the project is advertised for bid.

1.10 Private Property

If the Consultant believes construction shall extend inside private property, the Consultant must obtain approval from the City to enter the property.

1.11 Traffic and Pedestrian Control Plan

If a Traffic and Pedestrian Control Plan is required for this project, the Consultant shall include under general notes that the Contractor shall submit a traffic control plan to the Streets and Maintenance Department for approval at least two (2) weeks prior to commencing construction.

1.12 Construction Schedule

The Consultant shall meet with the CID Project Manager to determine the construction schedule. The schedule shall consider the lead delivery time of equipment, the relocation by user departments of occupied spaces, etc. The meeting shall be held after pre-final plans are submitted but before the final design Notice to Proceed is issued. The information will allow the Consultant to prepare a current market cost estimate at the final design phase submittal.

1.13 Bidding

During the bidding process, the designer shall assist the Owner with but not limited to, the following items: respond to all questions from prospective bidders, attend a pre-bid conference, and, if required, prepare addendums. The bids shall be advertised as a lump sum price contract and the selection of the contractor shall be a competitive seal bid.

1.14 Construction Administration

During the construction phase, the designer shall assist the Owner, with but not limited to, the following items:

- Responding to all questions from the contractor or requests for information (RFIs).
- Providing advice and recommendation to the Owner.
- Provide ASI's including contract drawing modifications for permit revisions (as required).
- As Owner's agent, review and approve contractor technical submittals and shop drawings for correctness and compliance with Contract documents.
- Attend weekly construction meetings (as requested).
- Attend substantial completion inspection and provide punch list of non-compliant elements to Owner.
- Produce and provide an electronic copy (PDF and CAD) of "as-built" record drawings.
- Facilitate the scheduling of the Architectural Barrier inspection.

2.0 PRODUCTS REQUIRED:

2.1 Drawings and Specifications

Consultant shall provide a design schedule from the building assessment phase to the final design phase to include all milestones as specified in Section 6.0 – Design Schedule and forecasted payment drawdowns. For each submittal, the designer shall provide a detailed Design Monitoring Report at the due date of every stage indicating the highlights of the a) design tasks, b) budget, c) project schedule, d) quality assurance and control on design, e) submission of invoices, f) overall progress, and h) cost, presenting red lines at each stage, how new changes were implemented, and how overall quality was controlled. This report will also include a compliance letter summarizing key points of the overall progress and demonstrating full compliance with all owner design requirements.

2.2 Programming and predesign documents and reports (Pre-Design) Phase

During this phase, the firm shall coordinate with stakeholders to validate the requirement for development of facility concepts. The firm will be expected to produce programming, and space planning options which will include room data sheets with room specific information such as finishes data, power etc. The firm may also be requested to coordinate with utility services providers.

2.3 Schematic Design (Preliminary) Phase 30%

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 firm will be expected to produce architectural renderings.

The Schematic Design submittal shall include, but not be limited to the following:

- Cover Sheet with code and permit summary (40% complete)
- Architectural Plan and Details (minimum 30% complete)
- Civil Engineering Plan and Details (50% complete)
- Mechanical and Plumbing Plan and Details (30% complete)
- Structural Plan and Details (30% complete)
- Electrical Plan and Details (30% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (35% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Site Plan (40% complete)
- Grading Plan (50% complete)
- Landscape Plan (30% complete)
- Typical Landscape Details (30% complete)
- Preliminary Irrigation Layout (30% complete)
- Typical Irrigation Details (30% complete)
- Outline of Specs (90% complete)

2.4 Design Development (Pre-Final Design) Phase 60%

The firm shall submit the following Design Development Phase submittal as applicable:

- Coversheet/ Code data (100% complete)
- Architectural Plan and Details (60% complete)
- Civil Engineering Plan and Details (75% complete)
- Mechanical and Plumbing Plan and Details (760% complete)
- Structural Plan and Details (60% complete)
- Electrical Plan and Details (60% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (60% complete)

- Storm Water Pollution Prevention Plan (90% complete)
- Typical Construction Details (60% complete)
- Special Construction Details (75% complete)
- Site Plan (60% complete)
- Grading Plan (95% complete)
- Landscape Plan (60% complete)
- Typical Landscape Details (160% complete)
- Special Landscape Details (60% complete)
- Pre-final Irrigation Layout 60% complete)
- Typical Irrigation Details (60% complete)
- Special Irrigation Details (60% complete)
- Outline of Specs (100% complete)
- Technical Specification (50% complete)

2.5 Final Design (90% Construction Documents)

The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:

- Cover Sheet (90% complete)
- Architectural Plan and Details (90% complete)
- Civil Engineering Plan and Details (90% complete)
- Mechanical and Plumbing Plan and Details (90% complete)
- Structural Plan and Details (90% complete)
- Electrical Plan and Details (90% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (90% complete)
- Typical Construction Details (90% complete)
- Special Construction Details (90% complete)
- Site Plan (90% complete)
- Grading Plan (90% complete)
- Landscape Plan (90% complete)
- Typical Landscape Details (90% complete)
- Special Landscape Details (90% complete)
- Irrigation, typical and special details (90% complete)
- Specifications (90% complete)

2.6 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)

Permitting

2. 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.

2.8 Community Outreach and Engagement
Consultant shall provide community meetings with at least one community per design phase to a maximum of Ten public meetings with presentations renderings and floors to be presented to the public.

2.9 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.

2.10 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 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.
If required consultant will provide information and be present at City Design Review meetings to answer any questions or concerns from City engineer and or stakeholders in order to move the project to next phase.

211 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 including renderings.

2.12 Bidding and Construction Administration

For bidding purposes, the firm shall submit PDFs and AutoCAD and BIM files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening the firm shall provide a CD or flash drive consisting of PDFs 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 a CD or flash drive consisting of PDFs 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 GENERAL REQUIREMENTS AND CRITERIA

1.3 Design must meet all applicable City Codes and Ordinances.

2.3 Design must comply with Engineering and Construction Management Guidelines.

3.3 Design must comply with all local, state, and federal laws and regulations, including, but not limited to, the American with Disabilities Act.

4.3 The designer shall submit all redlines to the Owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS

5.3 Work shall be coordinated with the City of El Paso Capital Improvement Department, Police Department, and all affected stakeholders.

6.3 Design shall follow the City of El Paso Department of Information Technology Services requirements for computer and telephone systems, if applicable.

7.3 At each design phase the Consultant shall be responsible for the review of all drawings, specifications, and other submitted by the sub-consultants and shall prepare a review comment form prior to submittal of documents.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

310 North Mesa, El Paso Texas 79901
915.533.8200 f 915.613.3072

Sun Metro Transit Operations Certer Reconstruction										
	Labor (Hourly)									
	Alvidrez Architecture	Brock & Bustillos	Kilo Structures	DBR Engineering	Julie Gereda Architects RAS	WJE	Ray Jurgen	KWA Engr & Bldg Sci	Bails & Co	Total
Task 1 - Programing	$ 52,160.00	$ 2,212.00	$ -	$ 4,315.00	$ 1,040.00	$ 8,000.00	$ 6,400.00	$ 2,160.00	$ -	$ 76,287.00
Task 2 - Design Development	$ 281,160.00	$ 15,004.00	$ 52,484.00	$ 24,395.00	$ 4,240.00	$ 9,600.00	$ 9,600.00	$ 6,480.00	$23,480.00	$ 426,443.00
Task 3 - Final Desing	$ 155,580.00	$ 11,252.00	$ 45,388.00	$ 29,555.00	$ 2,720.00	$ -	$ 5,600.00	$ 3,600.00	$ 7,880.00	$ 261,575.00
Task 4 - Permitting	$ 5,380.00	$ -	$ 5,780.00	$ 4,540.00	$ -	$ 1,600.00	$ -	$ -	$ -	$ 17,300.00
Task 5 - Construction Administration	$ 168,200.00	$ 6,272.00	$ 31,628.00	$ 20,260.00	$ 480.00	$ 1,600.00	$12,000.00	$10,800.00	$ 9,880.00	$ 261,120.00
	$ 662,480.00	$ 34,740.00	$ 135,280.00	$ 83,065.00	$ 8,480.00	$ 20,800.00	$33,600.00	$23,040.00	$41,240.00	$1,042,725.00

Sun Metro Transit Operations Certer Reconstruction						
	Expences (Reimb.)					
	Alvidrez Architecture	Texas Accessability Standard	Brock & Bustillos	CQC Geotechnical Services	DBR Engineering	Total
Task 1 - Programing				$110,786.00	$ 17,000.00	$127,786.00
Task 2 - Design Development	$ 5,000.00		$ 18,400.00			$ 23,400.00
Task 3 - Final Desing						$ -
Task 4 - Permitting	$ 2,400.00					$ 2,400.00
Task 5 - Construction Administration	$ 640.00	$ 4,800.00				$ 5,440.00
	$ 8,040.00	$ 4,800.00	$ 18,400.00	$110,786.00	$ 17,000.00	$159,026.00

Sun Metro TOC Buss Canopies						
	Labor (Hourly)				Expences (Reimb.)	Total
	Alvidrez Architecture	Brock & Bustillos	Kilo Structures	DBR Engineering	Alvidrez Architecture	
Task 1 - Programing	$ 2,310.00	$ 690.00		$ 277.50		$ 3,277.50
Task 2 - Schematic	$ 19,240.00	$ 2,600.00		$ 852.50		$ 22,692.50
Task 3 - Design Development	$ 9,400.00	$ 2,860.00		$ 955.00		$ 13,215.00
Task 4 - Pre-Final Desing	$ 7,800.00	$ 1,960.00		$ 1,222.50		$ 10,982.50
Task 5 - Final Desing	$ 5,700.00	$ 1,430.00	$ 13,855.00	$ 2,472.50		$ 23,457.50
Task 6 - Permiting	$ 2,660.00	$ -	$ -	$ 757.50	$ 600.00	$ 4,017.50
Task 7 - Construction Administration	$ 13,440.00	$ 1,570.00	$ 3,905.00	$ 1,975.00	$ 120.00	$ 21,010.00
	$ 60,550.00	$ 11,110.00	$ 17,760.00	$ 8,512.50	$ 720.00	$ 98,652.50

Total Award	Labor (Hourly)	Expences (Reimb.)	Total Award
Sun Metro Transit Operations Certer Reconstruction	$ 1,042,725.00	$ 159,026.00	$1,201,751.00
Sun Metro TOC Buss Canopies	$ 97,932.50	$ 720.00	$ 98,652.50

$1,300,403.50

310 North Mesa, El Paso Texas 79901
915.533.8200 f 915.613.3072

14 July 2025

Brad R Thompson
Capital Improvement Department
218 N Campbell St., Second Floor
El Paso, Texas 79901

REFERENCE: ***SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION***
SOL 2025-0451R

Dear Mr. Thompson:

We appreciate your consideration of our Studio to provide Architectural + Engineering services for the above referenced Project. AAinc. is committed to working efficiently and creatively to meet and exceed the needs of the Sun Metro TOC Reconstruction.

The following is a brief description of design and construction document services. These various phases are typical for the architectural/engineering industry and correlate with the phases of design and construction. Services will include architecture, interior design, civil, structural, MEP, code and accessibility services.

SCOPE OF WORK:

TOC Reconstruction
The Project will consist of the design and preparation of construction documents for the Sun Metro TOC Reconstruction, an approximate 37,000.00 sf area . Current demolition efforts are underway by others with the intent for only the concrete slab to remain. Our design TEAM will ascertain the feasibility of maintaining the existing slab relative to budget, timeline, extensive subsoil investigation and vehicle replacement elements.

Reconstruction will focus from the Fire Wall easterly; however, Fire Wall integrity will require analysis. Overlapping issues at the Fire Wall consist of the roof assembly and exterior concrete panels that span the Fire Wall horizontally. Interior improvements west of the Fire Wall are the responsibility of others with critical coordination required at roof and exterior overlapping panels.

Critical issues affecting this Project:
Public Accountability
Insurance Carrier Justification
Schedule
CMAR Collaboration

Bus Canopies: will be managed as a separate Project
Add Bus Canopies at northeast section of site at existing structural footings to match existing bus canopies. Provide electrical and plumbing infrastructure. This component of the Scope will be separately funded, therefore, will be managed as an independent Project. A separate fee proposal will be submitted for Bus Canopies.

Services to be performed:

1. **PROGRAMMING | PREDESIGN**

   1.1 Design Team visit and evaluate reconstruction and adjacent impacted areas.
   1.2 Review + evaluate reports generated by others. .
   1.3 Validate approach to maintain existing concrete slab.
   1.4 Conference with COEP + CMAR to establish Project Timeline + responsibilities.
   1.5 Utility systems evaluation: HVAC systems, existing electricity evaluation, special systems current infrastructure.
   1.6 Vehicle equipment vendor coordination. Equipment to be purchased directly by COEP and installed by Vendor.
   1.7 Establish special systems responsibility: infrastructure and/or system installation.
   1.8 Generate Basis of Design report.

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2. DESIGN DEVELOPMENT | PRE-FINAL 60%

2.1 Based on the approved Pre- Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical and special systems, materials and such other elements as may be appropriate.

2.2 Review CMAR costs and constructability.

3. FINAL DESIGN 100%

3.1 Based on the approved Design Development Documents and final comments, the Architect will finalize Contract Documents to a 100% completion level.

3.2 Submit to COEP for final review and comments.

3.3 Review CMAR costs and constructability.

***4.* PERMITTING**

4.1 The Architect, following the Owner's approval of the Contract Documents, will assist the Owner in obtaining construction permits.

***5.* CONSTRUCTION ADMINISTRATION**

5.1 Architect will function as the Owner's Representative with the commitment to protect the Owner's interest in the construction of this Project.

5.2 Contract Administration will include observation of construction, AOC conference attendance, checking of project shop drawings, reviewing of Contractors (CMAR) application for payment inclusive of conditional and unconditional lien releases, responding to Contractor RFI's, issue ASI's, prepare field reports and assure submittal of Contractor close out documents and warranty items.

Compensation for services will be provided as a **FIXED FEE of ONE MILLION TWO HUNDRED ONE THOUSAND SEVEN HUNDRED FIFTY ONE (1,201,751.00) DOLLARS based on an approximate budget of $12 -15,000,000.00; if the budget or Project Scope increases significantly, the Architect requests opportunity to increase the fee relative to the increase in budget.** Reimbursables are in addition to this fee as noted below. An Owner's Contingency Allowance is available for services that may arise during design; however, City approval will be required prior to initiating these services. Services are to be invoiced monthly per percentage of completion per the service phases outlined in the Contract.

The proposed fee is inclusive of Professional Consultants as itemized:

Basic Services:

1.	Architect: Design	$ 488,900.00
2.	Architect: Construction Administration	$ 173,580.00
3.	Civil	$ 34,740.00
4.	Structural	$ 135,280.00
5.	MEP	$ 83,065.00
6.	Accessibility Specialist	$ 8,480.00
7.	Fire | Code	$ 20,800.00
8.	Transit	$ 33,600.00
9.	Roof	$ 23,040.00
10.	Cost Estimator	$ 41,240.00
	SUBTOTAL	**$1,042,725.00**

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Reimbursable expenses are in addition to Basic Services Fees:

1.	Printing	$ 2,400.00
2.	TAS	$ 4,800.00
3.	Gas	$ 640.00
4.	Survey	$ 18,400.00
5.	Geotechnical	$ 110,786.00*
6.	Travel	$ 5,000.00
7.	MEP Infrastructure Testing	$ 17,000.00*
	SUBTOTAL	**$ 159,026.00**
TOTAL BASIC SERVICES + REIMBURSABLE EXPENSES		**$ 1,201,751.00**

- **Geotechnical + MEP testing is required if damaged concrete slab is to remain. If concrete slab is demolished in its entirety, these two line items will be reduced.**

Barring unforeseen circumstances, we will complete the services to be performed as expeditiously as possible upon authorization to proceed to align with the COEP Sun Metro proposed timeline.

Owner provided services:

1. Asbestos Survey, if available.
2. Special systems to include network, CCTV, access control, AV: the design team will design pathways. i.e., cable tray, conduit run and data cable only. All equipment will be Owner responsibility.
3. Vehicle equipment schedule + specification sheets.
4. Assessment reports generated to date.
5. Written itemization of work responsibility by COEP authorized contractors | subcontractors to date.
6. Clearance letters generated to date; smoke remediation, structural evaluation, MEP evaluation, vehicle equipment, roof analysis.

The following services are not part of the basic services to be provided:

1. Providing planning surveys, site excavations, environmental studies, special surveys, etc.
2. Providing coordination of Work performed by separate contractors or by the Owner's own forces.
3. Revising Drawings or other documents when such revisions are inconsistent with written approvals or revision of codes, laws or regulations subsequent to preparation of such documents or are due to other causes not solely within the control of the Architect.
4. Providing any other services not otherwise included in this letter or not customarily furnished in accordance with general accepted architectural practice.
5. **Modifying contract documents per Scope changes after construction award.**
6. **Modifying contract documents per Value Engineering re-design.**
7. **Extensive insurance carrier design justification.**

We appreciate the opportunity to provide you with our proposal for services as outlined above. Please contact this office if you should have any questions regarding services to be performed. We look forward to continuing our working relationship with the City of El Paso.

Respectfully,
ALVIDREZ ARCHITECTURE INC.

David A. Alvidrez AIA, RID, CNUa

E://25.19.00/doc/design/proposal

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512)305-9000, has jurisdictionp over individual licenses under the Architects Registration Law, Texas Civil Statutes, Article 249."

SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project Name:	Sun Metro TOC Reconstruction Design
Firm Name:	Alvidrez Architecture Inc.
Date:	7/14/2025
Project Manager:	David Alvidrez AIA

Position/Personnel Title Fully-Loaded Hourly Wage Rates * (as defined below)	Principal $225.00	Project Manager $140.00	Architect I $120.00	Architect 2 $100.00	Interior 1 $100.00	Fire	Code $200.00	Transit $200.00	Roof Consult $180.00	Admin $60.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours		Hours	Hours	Hours	Total Hours
Programming | Pre-Design	80	60	80	120	32					16	388
											0
Design Development | Pre-Final 60%	280	680	480	560	72					36	2108
											0
Final Design 100%	140	360	320	300	24					48	1192
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total Hours:	500	1100	880	980	128	0		0	0	100	3688
Total Fee Proposal (Not to Exceed):	$112,500.00	$154,000.00	$105,600.00	$98,000.00	$12,800.00	$0.00		$0.00	$0.00	$6,000.00	$488,900.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

alvidrez.com

SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project Name:	Sun Metro TOC Reconstruction Permitting + Construction Administration
Firm Name:	Alvidrez Architecture Inc.
Date:	7/14/2025
Project Manager:	David Alvidrez AIA

Position/Personnel Title	Principal	Project Manager	Architect I	Architect 2	Interior 1	Fire	Code	Transit	Roof Consult	Admin	
Fully-Loaded Hourly Wage Rates * (as defined below)	$225.00	$140.00	$120.00	$100.00	$100.00	$200.00		$200.00	$180.00	$60.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours		Hours	Hours	Hours	Total Hours
											0
											0
											0
											0
											0
Permitting	4	8	16	12						4	44
Construction Administration	200	600	180	80	24					120	1204
											0
											0
											0
											0
											0
											0
											0
											0
Total Hours:	204	608	196	92	24	0		0	0	124	1248
Total Fee Proposal (Not to Exceed):	$45,900.00	$85,120.00	$23,520.00	$9,200.00	$2,400.00	$0.00		$0.00	$0.00	$7,440.00	$173,580.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

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SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project	Sun Metro TOC Reconstruction
Firm	Brock + Bustillos
Date	7/10/2025
Project Principal	Sergio Adame PE

Position/Personnel Title Fully-Loaded Hourly Wage Rates * (as defined below)	Project Engineer $208.00	Project Manager $180.00	Design Engineer $165.00	CADD $140.00					Admin $65.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design	4	4	4							12
										0
Design Development | Pre-Final 60%	8	24	16	40					12	100
										0
Final Design 100%	4	16	12	36					8	76
Permitting										0
Construction Adminstration	4	20	8						8	40
										0
										0
										0
										0
										0
										0
										0
										0
Total Hours:	20	64	40	76	0	0	0	0	28	228
Total Fee Proposal (Not to Exceed):	$4,160.00	$11,520.00	$6,600.00	$10,640.00	$0.00	$0.00	$0.00	$0.00	$1,820.00	$34,740.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

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SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project	Sun Metro TOC Reconstruction
Firm	Kilo Structures Inc.
Date	7/7/2025
Principal	Edmund Castle PE

Position/Personnel Title	Principal	Project Engineer	BIM Manager	CAD	CAD 2				Admin	
Fully-Loaded Hourly Wage Rates * (as defined below)	$265.00	$180.00	$170.00	$127.00	$150.00	$0.00	$0.00		$75.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design										0
										0
Design Development | Pre-Final 60%	84	53	96	32					4	269
										0
Final Design 100%	56	68	88	24					4	240
Permitting	16	1	8							25
Construction Adminstration	90	20	4	24					6	144
										0
										0
										0
										0
										0
										0
										0
Total Hours:	246	142	196	80	0	0	0	0	14	678
Total Fee Proposal (Not to Exceed):	$65,190.00	$25,560.00	$33,320.00	$10,160.00	$0.00	$0.00	$0.00	$0.00	$1,050.00	$135,280.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

civildiez.com

SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project Name:	Sun Metro TOC Reconstruction
Firm Name:	DBR Engineering, Inc.
Date:	7/9/2025
Project Manager:	Ryan Miller, PE

Position/Personnel Title Fully-Loaded Hourly Wage Rates * (as defined below)	Partner $300.00	Principal $270.00	Design Director (M/QC) $220.00	Design Director (E/QC) $220.00	Design Director (P/QC) $220.00	Design Director (T/QC) $220.00	Senior Project Manager $220.00	Designer II (M) $150.00	Designer II (E) $150.00	Designer II (P) $150.00	Designer II (T) $150.00	Construction Administrator $150.00	Business Administrative Assistant $100.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design	0.25	4	0	0	0	0	8	2	2	2	2	0	2	22.25
														0
Design Development | Pre-Final 60%	1.25	7	2.75	2.75	2	1	18	32	36	24	16	0	1	143.75
														0
Final-Design 1 100%	0.75	7	4	3.5	3.25	1.75	12	40	52	30	20	4	1.5	179.75
Permitting	0	2	0	0.5	0	0.5	4	2	1	1	1	14	0.5	26.5
Construction Adminstration	0	4	0	0	0	0	14	3	4	4	4	92	0.5	125.5
														0
														0
														0
														0
														0
														0
														0
														0
Total Hours	2.25	24	6.75	6.75	5.25	3.25	56	79	95	61	43	110	5.5	497.75
Total Fee Proposal (Not to Exceed)	$675.00	$6,480.00	$1,485.00	$1,485.00	$1,155.00	$715.00	$12,320.00	$11,850.00	$14,250.00	$9,150.00	$6,450.00	$16,500.00	$550.00	$83,065.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

dbrinc.com

SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project	Sun Metro TOC Reconstruction
Firm	Registered Accessibility Specialist
Date	08 Juy 2025
Project Principal	Julie Gereda Architect RAS

Position/Personnel Title	RAS	Designer	CAD						Admin	
Fully-Loaded Hourly Wage Rates * (as defined below)	$140.00	$120.00	$80.00						$65.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design	4	4								8
										0
Design Development | Pre-Final 60%	12	16	8							36
										0
Final Design 1 100%	8	8	8							24
Permitting										0
Construction Adminstration		4								4
										0
										0
										0
										0
										0
										0
										0
										0
Total Hours:	24	32	16	0	0	0	0	0	0	72
Total Fee Proposal (Not to Exceed):	$3,360.00	$3,840.00	$1,280.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,480.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

dividez.com

SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project Name:	Sun Metro TOC Reconstruction Design
Firm Name:	WJE
Date:	7/14/2025
Project Manager:	David Alvidrez AIA

Position/Personnel Title	Principal	Project Manager	Architect I	Architect 2	Interior 1	Fire	Code	Transit	Roof Consult	Admin	
Fully-Loaded Hourly Wage Rates * (as defined below)	$225.00	$140.00	$120.00	$100.00	$100.00	$200.00		$200.00	$180.00	$60.00	
	Hours	Hours	Hours	Hours	Hours	Hours		Hours	Hours	Hours	Total Hours
Programming | Pre-Design						40					40
											0
Design Development | Pre-Final 60%						48					48
											0
Final Design 100%											0
											0
Permitting						8					8
Construction Administration						8					8
											0
											0
											0
											0
											0
											0
											0
Total Hours:	0	0	0	0	0	104		0	0	0	104
Total Fee Proposal (Not to Exceed):	$0.00	$0.00	$0.00	$0.00	$0.00	$20,800.00		$0.00	$0.00	$0.00	$20,800.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

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SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project Name:	Sun Metro TOC Reconstruction Design
Firm Name:	Ray Jurgen
Date:	7/14/2025
Project Manager:	David Alvidrez AIA

Position/Personnel Title	Principal	Project Manager	Architect I	Architect 2	Interior 1	Fire | Code	Transit	Roof Consult	Admin	
Fully-Loaded Hourly Wage Rates * (as defined below)	$225.00	$140.00	$120.00	$100.00	$100.00	$200.00	$200.00	$180.00	$60.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design							32			32
										0
Design Development | Pre-Final 60%							48			48
										0
Final Design 100%							28			28
										0
Permitting										0
Construction Administration							60			60
										0
										0
										0
										0
										0
										0
										0
Total Hours:	0	0	0	0	0	0	168	0	0	168
Total Fee Proposal (Not to Exceed):	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$33,600.00	$0.00	$0.00	$33,600.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

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SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project Name:	Sun Metro TOC Reconstruction Design
Firm Name:	KWA Engineering & Building Science Co., Inc.
Date:	7/14/2025
Project Manager:	David Alvidrez AIA

Position/Personnel Title	Principal	Project Manager	Architect I	Architect 2	Interior 1	Fire | Code	Transit	Roof Consult	Admin	
Fully-Loaded Hourly Wage Rates * (as defined below)	$225.00	$140.00	$120.00	$100.00	$100.00	$200.00	$200.00	$180.00	$60.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design								12		12
										0
Design Development | Pre-Final 60%								36		36
										0
Final Design 100%								20		20
										0
Permitting										0
Construction Administration								60		60
										0
										0
										0
										0
										0
										0
										0
Total Hours:	0	0	0	0	0	0	0	128	0	128
Total Fee Proposal (Not to Exceed):	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,040.00	$0.00	$23,040.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

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SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project	Sun Metro TOC Reconstruction
Firm	Balis + Company Cost Consulting
Date	7/9/2025
Project Principal	Jon Balis PMP

Position/Personnel Title Fully-Loaded Hourly Wage Rates * (as defined below)	Principal Estimator $160.00	Estimator $140.00	Mechanical $110.00	Elcetrical $110.00	Plumbing $110.00				Admin $80.00	
Task to be performed/Phase Description (including Sub-consultant work)	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design										0
										0
Design Development | Pre-Final 60%	36	36	36	36	36				10	190
										0
Final Design 100%	12	12	12	12	12				4	64
Permitting										0
Construction Adminstration	24	8	12	12	12				12	80
										0
										0
										0
										0
										0
										0
										0
										0
Total Hours:	72	56	60	60	60	0	0	0	26	334
Total Fee Proposal (Not to Exceed):	$11,520.00	$7,840.00	$6,600.00	$6,600.00	$6,600.00	$0.00	$0.00	$0.00	$2,080.00	$41,240.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

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CQC Testing and Engineering, L.L.C.
4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786

Construction Materials Testing
Geotechnical Engineering
Environmental Site Assessments
Forensic Analysis/Testing

EXHIBIT A - GEOTECH SERVICES FEE ESTIMATE
CoEP Sun Metro - Operations + Maintenance Facility Reconstruction Project
Client: Alvidrez Architecture, Inc.
CQC Proposal No. PGCQC25-052
Effective Date: July 11, 2025

Item No.	I. Project Setup and Administration						
	Professional Labor Description	**Qty**	**Unit**	**Base Labor Rate**		**Extension**	
1	Principal Geotech Engineer, P.E.	12	hr.	$	136.00	$	1,632.00
2	Project Geotech Engineer	32	hr.	$	110.00	$	3,520.00
3	Project Engineer, EIT	8	hr.	$	80.00	$	640.00
4	Clerical	3	hr.	$	58.00	$	174.00
		Section No. I -		**Subtotal**		**$**	**5,966.00**
	II. Geotechnical Evaluation Field Work Services						
	Direct Cost (Field Work) Description	**Qty**	**Unit**	**Rate**		**Extension**	
1	Soil Borings - Drill Rig - Hollow Stem Auger Drilling, SPT Testing and Soil Sampling at Standard Intervals	38	hr.	$	280.00	$	10,640.00
2	Drill Crew Mobilization, within City Limits	4	ea.	$	350.00	$	1,400.00
3	Logger and Drilling Crew Support Vehicles, 2 Trucks	32	day	$	75.00	$	2,400.00
4	Project Engineer Time for field coordination, core/boring marking, utility verification, soil logging, testing and laboratory soil sample observation and testing assignments	160	hr.	$	80.00	$	12,800.00
5	DCP Tests	17	ea.	$	150.00	$	2,550.00
6	Hand Auger Borings, 2 man crew	6	hr.	$	180.00	$	1,080.00
7	Concrete Coring at Boreholes, thickness 8 inches max.	28	ea.	$	110.00	$	3,080.00
8	CMU Wall Coring, thickness 8 inches max.	3	ea.	$	400.00	$	1,200.00
9	Coring Equipment	15	day	$	85.00	$	1,275.00
10	Generator Usage Charge	15	day	$	50.00	$	750.00
11	Core Hole Patching	28	ea.	$	28.00	$	784.00
12	Borehole Grouting, min. 5 feet per bore hole	125	ft.	$	28.00	$	3,500.00
13	Tech Time for Borehole Grouting, 2 man crew	20	hr.	$	180.00	$	3,600.00
14	GPR Scanning	1	ls	$	1,500.00	$	1,500.00
15	Scaffolding Equipment (If Required)	1	ls	$	1,500.00	$	1,500.00
16	Scissor Lift Rental (If Required)	1	wk	$	1,800.00	$	1,800.00
		Section No. II -		**Subtotal**		**$**	**49,859.00**
	III. Geophysical Seismic Evaluation Services						
	Labor Description	**Qty**	**Unit**	**Rate**		**Extension**	
1	Geophysical Seismic Evaluation - 4 Array Lines	4	ea.	$	3,950.00	$	15,800.00
2	Seismic Data Processing and Report Preparation	1	ea.	$	3,800.00	$	3,800.00
		Section No. III -		**Subtotal**		**$**	**19,600.00**
	IV. Laboratory Engineering Soil Classification and Concrete Material Testing Services						
	Laboratory Test Description	**Qty**	**Unit**	**Rate**		**Extension**	
1	Soil Moisture Contents	75	ea.	$	13.00	$	975.00
2	Atterberg Limits Test	45	ea.	$	65.00	$	2,925.00
3	Soil Sieve Analysis Test	70	ea.	$	85.00	$	5,950.00
4	Soil Direct Shear Tests	3	ea.	$	550.00	$	1,650.00
5	Soil Sulfate and Chloride Tests	4	ea.	$	95.00	$	380.00
6	Soil Resistivity	4	ea.	$	150.00	$	600.00
7	Soil pH	4	ea.	$	25.00	$	100.00
8	Laboratory California Bearing Ratio Soil Test, 2 pt.	4	ea.	$	350.00	$	1,400.00
9	Soil Moisture-Density Relationship Test (D698 or D 1557)	9	ea.	$	275.00	$	2,475.00
10	Concrete Core Compressive Strength Tests	9	ea.	$	25.00	$	225.00
11	Concrete Sample Petrographic Analysis	1	ea.	$	1,800.00	$	1,800.00
		Section No. IV -		**Subtotal**		**$**	**18,480.00**
	V. Adm., Data Processing, Data Review, Technical Analysis and Geotech Report Preparation Services						
	Labor Description	**Qty**	**Unit**	**Base Labor Rate**		**Extension**	
1	Principal Geotech Engineer, P.E.	12	hr.	$	136.00	$	1,632.00
2	Project Geotech Engineer	60	hr.	$	110.00	$	6,600.00
3	Project Engineer, EIT	40	hr.	$	80.00	$	3,200.00
4	Clerical	3	hr.	$	58.00	$	174.00
		Section No. V -		**Subtotal**		**$**	**11,606.00**
				Subtotal of Items I through V		**$**	**105,511.00**
1	Geotechnical Services - Contingency (If Required)	1	ea.		5%	**$**	**5,275.55**
				Estimated Geotechnical Services Fee		**$**	**110,786.55**

construction quality control
testing and engineering

4606 Titanic Avenue
El Paso, Texas 79904
Ph. (915) 771-7766
Fx. (915) 771-7786
www.cqcengqat.com

Standard Terms and Conditions

1. **Performance of Services:** Consultant (CQC Testing and Engineering, L.L.C.) shall perform the service outlined in the attached proposal number **PGCQC25-052** in consideration of the stated service fees and payment terms.

   Project Name: CoEP Sun Metro – Operations + Maintenance Facility Reconstruction **Client Name:** Alvidrez Architecture, Inc.

2. **Invoicing and Payment:** The Client agrees to pay Consultant for the scope of services described in the referenced proposal. Invoices for the Consultant services will be submitted either at the completion of the project or on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid 30 days after the invoice date will be subject to monthly service fees of 1.5% per month, or the maximum legal rate, whichever is greater, on the unpaid balance. Accounts unpaid after 90 days after the invoice date may be subject to collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees and clerical costs. If the client fails to make payment in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this agreement by Consultant. Payments of invoices shall not be subject to any discounts or set-off by the Client, unless agreed to in writing by Consultant. Payment to Consultant for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3. **Indemnification:** *The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, his or her officers, directors, employees, agents, and sub-consultants from and against all damage, liability and cost, including reasonable attorneys' fees and defense cost, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities and costs attributable to the sole negligence or willful misconduct of the Consultant.*

4. **Limitation of Liability:** *In recognition of the relative risks and benefits of the Project to both the client and Consultant, the risks have been allocated such that the client agrees, to the fullest extent permitted by law, to limit the liability of Consultant to the client for any and all claims, losses, costs, damages or any nature whatsoever or claims expenses from any cause of causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed $1,000,000.00 for services rendered on the project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. For any damage on account of any error, omission, or other professional negligence, CQC's liability to Client, or to any third party, will be limited to a sum not to exceed our fees.*

5. **Standard of Care:** In providing services under this Agreement, the consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same region under similar circumstances. Consultant makes no warranty; expressed or implied, as to its professional services rendered under this Agreement.

6. **Governing Law and Jurisdiction:** The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of El Paso County, State of Texas.

7. **Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Consultant agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

8. **Certificate of Merit:** The Client shall make no claim for professional negligence, either directly or in a third-party claim, against Consultant unless the client has first provided the Consultant with a written certification executed by an Independent Consultant currently practicing in the same discipline as Consultant and licensed in the State of Texas. This certification shall: a) contain the name and license number of the certified; b) specify each and every act or omission that the certified contends is a violation of the standard of care expected of a Consultant performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Consultant not less than 30 days prior to the presentation of any claim or the institution of any binding arbitration or judicial proceeding.

9. **Ownership of Documents:** All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. Consultant shall retain all common law; statutory and other reserved rights, including the copyright thereto.

10. **Right of Entry:** The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from procedures associated with testing or investigation activities or connected in any way with the discovery of hazardous materials of suspected hazardous materials on the property.

11. **OSHA Regulations**: Please note that our services do not include the observation, review and/or providing documentation of excavation condition depths and/or means and methods utilized by the general contractor and/or subs to perform the contractual scope of work required for this project. It is the general contractor's responsibility to assign a "competent" person to perform all necessary daily observations, documentation and reporting of all excavations and/or earthwork operations on the project per the current Occupational Safety and Health Administration (OSHA) regulations. CQC shall have no liability for the contractor's selected means and methods to perform the contractual scope of work under this contract.

12. **Underground Improvements:** The client will furnish Consultant information identifying the type and location on the site of underground improvements. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant its officers, directors, employees, and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising or allegedly arising from subsurface penetration on the project site of from inaccuracy or incompleteness of information provided to the Consultant by the Client, except for damages caused by the sole negligence of the consultant.

13. **Scope of Services:** The Client agrees to the Scope of Services outlined in the referenced proposal. Services not set forth in the referenced proposal are excluded from the scope of Consultant services. Consultant assumes no responsibility to perform any services not specifically listed in the referenced proposal.

Client Authorized Signature:_____ **(Print Name/Title)**_____

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

July 07, 2025

VIA E-MAIL: david@alvidrez.com

Alvidrez Architects
310 N. Mesa, Ste. 100A
El Paso, Texas 79901

Attn: Mr. David Alvidrez, AIA, CNUa

Re: Sun Metro Transit Operations Center Reconstruction

Dear Mr. Alvidrez:

We appreciate the opportunity to present to you our proposal for Professional Engineering and Surveying Services for the referenced project. The following are our proposed Scopes of Work:

SCOPE OF WORK I (Surveying):

1. Research all available plats, surveys, easements and right-of-way maps for the subject parcel;
2. Initiate a Texas 811 Call before you dig utility locating ticket;
3. Coordinate access inside property through client;
4. Locate and measure any National Geodetic Survey Benchmark near subject parcel;
5. Perform a limited topographic and improvement survey for the project area limits;
6. Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88);
7. Topography limits shall be extended 25 beyond project area where applicable;
8. Establish two (2) temporary benchmarks for use during construction activities;
9. Prepare a topographic and improvement survey of the project area; and
10. Deliver one (1) pdf and one (1) AutoCAD 2020 file of the boundary, topographic and improvement survey to Architect.

SCOPE OF WORK II (Civil Engineering):

1. Prepare general notes sheet;
2. Prepare site demolition plan;
3. Prepare civil layout and control sheets;
4. Prepare minor grading plan;
5. Prepare standard civil works details;
6. Prepare best management SWPPP sheet;
7. Coordinate and attend design meetings with Architect and Owner;
8. Address comments from Architect and Owner reviews;
9. Prepare technical specifications for civil works; and
10. Issue PDF of approved for construction civil engineering drawings.

EXEMPTIONS:

The above Scope of Work excludes: ALTA/NSPS Land Title Survey; Platting Determination Application; Replat Subdivision; rezoning maps or exhibits; title commitment; application fees; filing fees; soils investigation; environmental studies; drainage plan; utility plans; street improvement plans; drainage study; site plan; sub-surface utility engineering; elevation certificate; construction staking; as-built survey; preparation of as-built plans; staking of city monuments; certification of city monuments; representation through the City, County or EPEC and any other item not specifically listed in the above scope of work.

COMPLETION:

BROCK & BUSTILLOS INC. will complete the above Scope of Work I within twenty-five (25) workdays of receiving your written notice to proceed, and Scope of Work II within architect's schedule.

BASIS OF COMPENSATION:

We propose that BROCK & BUSTILLOS INC. be compensated a Lump Sum Amount of **$18,400.00** for the above Scope of Work I, and a Lump Sum Amount of **$34,740.00** for the above Scope of Work II. Charges for any additional work will be done in accordance with the attached "Other Terms and Conditions."

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either ***"Alvidrez Architects"*** or **BROCK & BUSTILLOS INC.** by seven days written notice to the other. Upon termination, ***"Alvidrez Architects"*** will owe **BROCK & BUSTILLOS INC.** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.

Sergio J. Adame, P.E.
Vice President Engineering

Attachment: (1) Other Terms & Conditions

Authorization To Proceed

Name: _____

Title: _____

Signature: _____

Date: _____

P.O./REF. No.: _____

July 08, 2025

David Alvidrez, AIA
Principal
Alvidrez Architecture
310 North Mesa, Suite 100A
El Paso, Texas 79901

CONSULTING STRUCTURAL ENGINEERING SERVICES

SUN METRO FLEET SERVICES BUILDING RESTORATION
CITY OF EL PASO SOLICITATION NO. 2025-0451R

Mr. Alvidrez,

This proposal is submitted in response to our selection for structural engineering services related to the reconstruction and restoration of the Sun Metro Transit Operations Center (TOC) located at 10151 Montana Avenue. We appreciate the City's confidence in our team and understand the significance of this high-profile project in restoring critical transit operations to full service after the devastating fire and explosion event.

The project scope, as we understand it, includes investigation of existing structural systems, evaluation of tilt-wall panels, service pits, and slab-on-grade elements, coordination of soil assessments and remediation, and the structural design of replacement and retrofit elements within the damaged TOC facility. We understand the building will remain within its current footprint and is anticipated to be reconstructed to modern life safety, structural, and operational standards.

PROJECT DESCRIPTION

On February 11, 2025, a catastrophic explosion and subsequent fire significantly damaged the Sun Metro Transit Operations Center. The structural steel roof system collapsed in areas, and the tilt-wall panels, service pit structures, and underlying foundation systems were exposed to significant direct flame exposure, thermal effects, physical forces as the building structure deformed and shifted load paths. Additionally, a significant amount of water was placed on the site to combat and extinguish the fire which potentially exposes to the underlying soils to rapid and sudden erosion and loss of density.

Our role as structural engineers is to lead a detailed forensic and technical investigation of these structural systems, coordinated closely with the City of El Paso and the design team assembled by Alvidrez Architecture. We must ensure that the new design provides durability, resilience, and operational flexibility for decades to come. Additionally, we are aware that the tragic incident at the Sun Metro Transit Operations Center has placed the City of El Paso in a position of intense public scrutiny and operational urgency. As the owner and operator of a municipal transit hub that supports critical mobility functions across the region, the City faces several overlapping pressures that shape this restoration effort.

PUBLIC ACCOUNTABILITY AND MEDIA EXPOSURE

Given the severity of the incident, including the loss of life, the City has communicated to the design team, a heightened obligation to act with transparency, diligence, and professionalism throughout the recovery process. This project must demonstrate that

safety, regulatory compliance, and engineering competency are present in all design decisions. Kilo Structures understands the inherent scrutiny associated with this public project. We are prepared to apply the necessary care towards this effort as a member of the design team to ensure that all assessments, design strategies, and construction documentation support a credible and defensible approach to the restoration efforts.

OPERATIONAL RECOVERY AND CONTINUITY

Sun Metro serves a large and diverse transit fleet. Timely restoration of fleet maintenance, inspection, and dispatch capacity is essential to minimizing disruption to public transportation services. Kilo Structures will coordinate its efforts around the central objective of re-establishing functional capacity without sacrificing long-term performance or life safety goals. Where additions or improvements are identified by Alvidrez Architecture, our firm shall endeavor to provide the design support necessary for such enhancements.

BUDGET AND SCHEDULE DISCIPLINE

As with any public infrastructure project, the reconstruction of the TOC must proceed within a reasonable and publicly defensible budget. Our investigation-driven approach is designed to minimize rework, identify hidden conditions early, and avoid scope creep by providing clear, prioritized engineering recommendations. Our team is committed to maintaining an efficient design delivery schedule that aligns with funding milestones and construction phasing goals. We believe our strong understanding of local trades and subcontractors can assist in providing strong recommendations to the team with respect to the structural systems and components.

CODE COMPLIANCE AND REFERENCE DESIGN STANDARDS

The reconstruction must comply with all current building standards, including:

1. 2021 International Building Code (IBC)
2. 2021 International Fire Code (IFC)
3. ASCE 7-16 structural loading standards
4. Review NFPA requirements for vehicle maintenance facilities and combustible material storage
5. City of El Paso permitting requirements and code interpretations
6. Coordination of Insurance Requirements. Presentation and responses to design review exercises between the owner and 3rd party professionals hired by the insurance carrier.

Kilo Structures will also ensure that the design accommodates the fire separation solutions from Alvidrez Architecture and City of El Paso officials. Also, the structural redundancy, and any hazard mitigation requirements that may develop from the efforts by the design team alongside Sun Metro officials and the City of El Paso.

TRANSPORTATION AND FACILITY-SPECIFIC GUIDELINES

The restored TOC must comply with standards and practices developed by agencies governing municipal and public transit infrastructure. These include, but may not be limited to:

1. FTA Facility Design Guidelines (Federal Transit Administration)
7. APTA Transit Facility Standards (American Public Transportation Association)

8. DOT/FTA guidance for vehicle maintenance and fueling infrastructure
9. EPA and local environmental ordinances related to fuel, fluid, and stormwater systems

We understand the facility's future operation will be tied to grant compliance, inspections, and ongoing reporting. Our structural design and documentation will support the regulatory standards identified by Alvidrez Architecture and Sun Metro.

EXISTING CONDITIONS – SITE OBSERVATIONS

Site reconnaissance and visual review of the damaged Sun Metro Fleet Services Building reveals significant structural and material distress throughout the affected areas. Based on current field documentation and photo evidence, the following key conditions have been identified:

1. Structural Roof Collapse and Thermal Distress: A substantial portion of the structural steel roof system has experienced collapse or major deformation. Exposed joists exhibit torsional failure, sagging, and signs of severe heat exposure, indicating complete loss of strength and structural continuity. Charred and oxidized surfaces on both primary and secondary framing members suggest prolonged exposure to extreme temperatures, necessitating full replacement.

2. Tilt-Wall and Exterior Envelope Damage: The tilt-wall panels enclosing the building show visible signs of high-temperature loading and mechanical separation at connection points. Some panels remain upright, but potential cracking, delamination, or anchorage failure is suspected, especially along the roof diaphragm interface and slab joint lines. Scaffolding installed to stabilize standing walls indicates an elevated risk of out-of-plane collapse, and further testing will be needed to evaluate reuse potential. At the North wing of the building (demolished), the tilt-wall panels have been demolished to the elevation of the floor slab. Reinforcement from the panels remains exposed.

3. Service Pit and Slab-on-Grade Exposure: The facility's slab-on-grade shows widespread surface scarring, spalling due to thermal shock, debris impact, and the possible presence of prolonged water saturation. Service pits have been significantly damaged, with lift assemblies, embedded steel elements, and conduit systems now fully visible. Concrete damage around these pits suggests both thermal spalling and the possible deformation of embedded steel components related to the maintenance pits and vehicle lifts.

4. The slab surface throughout the bay shows clear indications of aggregate exposure, scaling, and delamination. Loose debris and fragmented concrete are present, and discoloration and fine cracking suggest smoke absorption, water intrusion, and the surface contains a general distribution of spalling which resulted from thermal shock. It is unclear whether subsurface conduits or embedded service lines have retained their functionality, and a full system-by-system assessment will be required.

5. The existing firewall was observed with some cracked in the mortar joints of the concrete masonry units. This distress must be evaluated against the reports from the fire investigation and the continued observations/testing program assigned to the project.

6. Portions of the existing tilt-wall panels remain in place below the existing slab on grade. This location and others will require selective demolition scope to be prepared and applied to the possible use of the existing slab and foundation systems.

PROJECT APPROACH

Kilo Structures will execute a thorough, phased investigation and evaluation plan to assess the structural integrity of the Sun Metro TOC. This plan integrates our understanding of the site's damage with the City's goals for rapid recovery and resilient design. Our process includes:

PHASE 1 – SITE OBSERVATIONS AND DAMAGE MAPPING

1. Visual inspection of structural systems for deformation, spalling, detachment, or thermal exposure. A temporary shoring plan has already been deployed throughout the South wing of the Fleet services building. Our office shall complete an evaluation of the existing building structure to assess which materials and components are suitable for reuse.
2. Presentation of our findings to the extended design team to establish the focus of the assessment.

PHASE 2 – STRUCTURAL SYSTEM ASSESSMENT

4. Structural Observations and the determination of any Non-destructive testing (NDT) for concrete or structural steel elements which are selected to remain in place. Additional demolition for the existing conditions will be made with strong consideration of all project drivers outlined in this document.
5. Structural modeling to validate load paths and failure points.
6. Sampling steel components for thermal degradation analysis.

PHASE 3 – SLAB, PIT, AND PANEL EVALUATION (PLEASE REFER TO APPENDIX A)

7. Ground Penetrating Radar (GPR) to detect voids or subgrade anomalies.
8. Core sampling of slab and pit concrete for material strength, spalling, and saturation analysis.
9. Evaluation of lift embed steel, conduit, and water/electrical systems (MEP systems by others).
10. Tilt-wall assessment for structural attachment, movement, and reuse potential.

PHASE 4 – SUBGRADE ANALYSIS AND FOUNDATION PLANNING

11. Coordination of geotechnical borings and laboratory classification.
12. ReMi survey or seismic refraction for mapping subsurface variability.
13. Foundation retrofit analysis including helical piers, micropiles, or injection stabilization.

PHASE 5 – RECONSTRUCTION AND COORDINATION

14. Structural documentation for permitting: plans, calculations, and details.
15. Technical coordination with architectural, MEP, and civil teams.
16. BIM-based documentation and integration.
17. Construction phase support: RFI response, submittal review, structural observation.

As requested, we offer our professional opinion on potential salvage strategies:

OPTION A: Partial Slab Salvage

1. May retain intact structural concrete slab and pit infrastructure. Penetrations and trenching shall be required for new subsurface utilities and infrastructure.
2. Requires 6–8 weeks of testing for subgrade, steel embedments, integrity of existing utilities.
3. The long-term reliability of new slab elements, tied into the existing slab, will likely be less reliable than new construction. Soil compaction of new trenches can be performed but is typically not as reliable as new construction. Subgrade uniformity is best achieved with full building pads.
4. Surface repairs for the concrete slab will likely be widespread. These repairs can be effective and restore the slab. It must be considered, that such repairs may include costs and installation schedules very similar to new construction.
5. Subsurface stabilization options may be required. Soil injection and densification may be necessary. These practices can restore the slab but come with the mobilization of specialty trades and costs.
6. Aggressive testing and thorough observations can be effective in addressing most of the visible deficiencies present within the slab. It must be noted, however, that not all deficiencies present in the existing slab can be identified with the methods described herein. The care required for this project must include an awareness that additional unforeseen conditions may be present. The potential for additional discovery therefore must include some contingency for additional costs and schedule impacts.
7. Option A must be evaluated with all project Drivers identified in this proposal. This option must be scrutinized for BEST VALUE considerations towards all the drivers present within the project.

OPTION B: Full Slab Salvage

1. May retain intact structural concrete slab and pit infrastructure. Penetration(s) and trenching shall be required for new subsurface utilities and infrastructure.
2. Requires 6–8 weeks of testing for subgrade, steel embedments, integrity of existing utilities.
3. The long-term reliability of new slab elements, tied into the existing slab, will likely be less reliable than new construction. Soil compaction of new trenches can be performed but is typically not as reliable as new construction. Subgrade uniformity is best achieved with full building pads.
4. Surface repairs for the concrete slab will likely be widespread. These repairs can be effective and restore the slab. It must be considered that such repairs may include costs and installation schedules very similar to new construction.
5. Subsurface stabilization options may be required. Soil injection and densification may be necessary. These practices can restore the slab but come with the mobilization of specialty trades and costs.
6. Aggressive testing and thorough observations can be effective in addressing most of the visible deficiencies present within the slab. It must be noted, however, that not all deficiencies present in the existing slab can be identified with the methods described herein. The care required for this project must include the understanding that some additional unforeseen conditions may be present. The potential for additional discovery therefore must include some contingency for additional costs and schedule impacts.
7. Option A must be evaluated with all project Drivers identified in this proposal. This option must be scrutinized for BEST VALUE considerations towards all the drivers present with the project.

OPTION C: Full Slab Removal (Recommended)

1. Provides full design control, uniform subgrade performance.

2. Facilitates modern foundation, fire wall, and pit integration.
3. Reduces long-term liability and expedites design completion.

We recommend Option C as the most efficient and technically sound solution. Careful consideration of impacts to time and schedule must be carefully evaluated by the team. It is our opinion that this option may be most suitable for the complete list of pressures on the project described in this proposal.

PROJECT DELIVERY AND BIM CAPABILITIES

Kilo Structures maintains full in-house BIM capabilities and utilizes Autodesk Revit as our primary platform for modeling, coordination, and documentation. Our office is fully equipped to participate in a cloud-based BIM360 (Autodesk Construction Cloud) environment. We routinely engage in collaborative models with multi-discipline teams and are prepared to serve as host or contributor to the federated model for the Sun Metro TOC project.

For this assignment, we propose implementing a Level 3 BIM delivery process, in alignment with current industry standards. This includes:

1. Real-time model coordination with architecture, MEP, civil, and site utilities
2. Clash detection and resolution during design phases
3. Integrated detailing of structural-to-architectural interfaces
4. Coordination of foundations, service pits, and panel connections with other trades
5. BIM deliverables including sheets, 3D views, and extracted schedules

We are committed to a proactive and responsive delivery process that supports accurate documentation, effective team communication, and informed decision-making throughout design and construction.

COMPENSATION

Our office has arrived at a fee of $135,280.00 for the complete structural engineering scope of services provided in this proposal. This fee includes the personnel hours within the spreadsheet required by the City of El Paso Purchasing department.

In consideration of the project's complexity, operational urgency, and the sensitivity surrounding the public and regulatory pressures, we respectfully recommend a fixed fee structure for the consulting structural engineering services. This approach provides cost transparency, schedule predictability, and accountability for the City of El Paso.

This fixed fee based approach aligns with industry benchmarks established by professional bodies such as the American Council of Engineering Companies (ACEC) and the AIA B101 Compensation Guidelines, which reflect reasonable multipliers based on project type, risk, and scope complexity. In this case, the investigation, forensic evaluation, and structural redesign of a fire-impacted municipal fleet facility require not only advanced technical judgment but also trusted relationships with local trades, real-time responsiveness, and a proactive role in interdisciplinary coordination. Some of this coordination may include the legal impacts and insurance carrier coordination during the design of repairs.

Given our established presence in the El Paso region and successful delivery of similarly complex and schedule-driven projects, we believe our compensation approach reflects both the professional care required and the critical importance of the restoration

of the Sun Metro facility. We are committed to supporting the City and the design team with clear communication, high-caliber documentation, and responsive engagement through every project phase.

We therefore respectfully request the consideration of a fixed structural fee at $189,000.00 for the scope of services described herein. Such a fee would represent a percentage-based approach of 1.25% to 1.5% for consulting structural engineering where AIA B101 Architectural Fee Matrices indicate ranges of 7% - 10% of construction costs for civic buildings of complex conditions.

Our fee includes the scope of services outlined in this proposal:

1. Full investigation and field assessment
2. Coordination with structural reports and investigations completed for the explosion and subsequent fire
3. Design team understanding of insurance requirements, regulatory requirements and municipal standards
4. Coordination of geotechnical and testing consultants
5. Structural design for demolition, retrofit, restoration, stabilization and new systems
6. BIM modeling and permitting documentation
7. Construction administration and site visits

This fee includes all standard reimbursable expenses, and assumes testing, surveying, and geotechnical services will be contracted separately by Alvidrez Architecture or the City of El Paso.

DELIVERABLES

1. Sealed construction documents suitable for fabrication and installation.
8. Written technical specifications.
9. Responses to RFIs and site visit reports as applicable.

Thank you for the opportunity to submit this proposal and the inclusion of our firm for the this project. Please contact us for any additional discussions or coordination of the proposal.

Sincerely

Kilo Structures, Inc.
Edmund Castle, P.E.

APPENDIX A

SLAB-ON-GRADE AND SUBGRADE INVESTIGATION PLAN

INVESTIGATION TASK	PURPOSE	METHOD	REFERENCE
Core Sampling & Compression Testing	Confirm in-place concrete strength & condition	Cores at existing concrete slab.	ASTM C42
Rebound Hammer Testing	Map surface strength variability	Clear slab of all debris, wash clean, utilize Schmidt hammer every 4'-0" o.c. throughout the existing slab on ground.	ASTM C805
Petrographic Analysis	Detect fire damage, chemical degradation	Microscopic core analysis to examine the condition of the bond between the cement paste and aggregates. Specific microstructural deformations resulting from the heat and any compositional changes to the cement paste, ph or other stability properties must be evaluated.	ASTM C856
Surface Resistivity Testing	Assess corrosion potential from moisture intrusion	Four-point probe resistivity applied to the surface of the concrete at the extreme points of fire exposure. Consider the durability of the slab following repairs at tire tread interface. Determine suitability of repair materials to the surface.	AASHTO T358 / ASTM C876
GPR Scan for voids	Locate reinforcement, measure cover, detect anomalies	Electromagnetic scan / Ground Penetrating Radar can be applied in longitudinal and transverse runs across the slab to detect voids and the locations of existing underground infrastructure.	ACI 228.2R
Moisture & pH Testing	Determine slab chemical stability and water exposure	Calcium chloride / pH probes at the surface of the concrete where direct exposure to flame occurred. This will determine the efficacy of surface repairs and long term slab performance.	ASTM F2170, ASTM F710
DCP Testing	Assess shallow subgrade strength & compaction	Dynamic Cone Penetrometer at designated cores, roughly 20'-0" centers in each direction across the slab at locations of the most significant placement of water. Review fire investigation report to understand the locations. Anticipate 12-16 tests. Include tests at perimeter tilt-wall footings and the firewall.	Army Corps DCP Manual
SPT Borings	Identify soil strata, bearing conditions	Soil borings with split spoon sampler	ASTM D1586

INVESTIGATION TASK	PURPOSE	METHOD	REFERENCE
Seismic Refraction or ReMi Survey	Map subsurface stiffness, detect voids	Surface wave velocity testing for density and subgrade conditions across the site. Utilize two parallel runs across the length of the building. Utilize a transverse line at the fire wall and then every other bay to identify any variable stiffness or voids in the subgrade. Compare wave velocities with borings and original soils report.	ASTM D5777, D7625
Impact Echo / Ultrasonic Testing	Detect slab delamination or subgrade voids	Non-destructive pulse velocity test can be applied at locations of anomalies. These anomalies will be identified from rebound hammer tests and/or large surface irregularities.	ASTM C1383
Moisture Content & Atterberg Limits	Soil classification and water sensitivity	Oven dry, LL/PL tests. Samples will be from immediately below the slab and then the perimeter tilt-wall panels.	ASTM D2216, D4318
Elevation Survey / Differential Settlement	Map slab movement and identify distress zones	Digital level, total station, or laser scan to locate any surface irregularities. Identify any settlement or differential settlement conditions such as those observed at the firewall. Consider the evaluation of the exterior pavement.	Specification by kilo.

SERVICE | QUALITY | INTEGRITY | SUSTAINABILITY

401 E. Main Drive, Suite 401
El Paso, TX 79901
v 915.781.1711

July 15, 2025

Revision No. 1

Mr. David A. Alvidrez, AIA, CNUa
Alvidrez Architecture, Inc.
310 North Mesa, Suite 100A
El Paso, Texas 79901

PROJECT: CITY OF EL PASO-SUN METRO TOC RECONSTRUCTION
10151 MONTANA AVENUE
EL PASO, TEXAS, 79925

DBR Engineering Consultants, Inc. is pleased to submit a fee proposal for Mechanical, Electrical, Plumbing, and Technology (MEPT) Engineering Services. DBR's specific scope of services and description of services is set forth in the following documents.

PROJECT DESCRIPTION:

We understand this project to consist of engineering services for the rebuild efforts of the Maintenance Bays at the Sun Metro maintenance center due to the fire. It is understood that this is a rebuild based on insurance claims and every effort is required to provide the exact same design and infrastructure as was in place prior to the emergency. Existing conditions will be reviewed in an initial site visit as well as any necessary follow-up visits in conjunction with the as-built drawings to provide exactly what was there previously, with the only exception being made to new code requirements requiring a difference in design intent. The RFQ associated with this work lists the gross square footage of the area in question as 37,000 SF, while the plans indicate that the area is closer to 30,000 SF. It is planned to have a licensed electrician test the existing conductors in underground conduits to confirm that they were damaged during the incident as well as having a licensed plumber scope the existing underground lines to determine the status of the pathways. It is expected that these items will require replacement, but the exact way they are replaced will depend on what the design team determines for the existing slab and if it needs to be replaced in its entirety or not. Currently the plan will be to remove the existing ductwork within the space, remove all piping and conduit to a specified distance on the "safe" side of the fire wall, remove all hose reels, and all the MEPT infrastructure that is on the "damaged" side of the fire wall for replacement. Specific items might be recommended during the design process as being able to be re-used, but at this time the plan is to replace everything that is routed into or through the tire shop, the tire bay, the four preventative maintenance inspection bays, six running repair bays, two heavy repair bays, two break bays, two tool boxes, the common work, and the heavy equipment storage areas. HVAC design efforts include, but are not limited to, the replacement of all air conditioning equipment and ductwork, exhaust equipment and ductwork, and vehicle exhaust equipment and ductwork. Electrical design efforts include, but are not limited to, the integration of all power requirements for equipment into the existing electrical infrastructure, power distribution to all point of use equipment and receptacles, lighting replacement and photometrics, and fire alarm replacement via performance specifications. The initial plan for the Fire Alarm system replacement will be to integrate into the existing system that should not require any building/system wide upgrades. Plumbing design efforts include, but are not limited to, the redistribution of water and sanitary lines within the area in questions such that they align with the existing infrastructure, redistribution of gas to the necessary equipment by tying into the existing gas service, redistribution of the specialty liquids used at the different work stations, and the fire sprinkler system to be tied into the existing system via performance specifications. Low Voltage design efforts include, but are not limited to, the redistribution of data drops, the cabling required for the new routing, locating the necessary wireless access points, providing restricted access to necessary areas, providing security cameras as needed, and ensuring everything is tied into the existing IT infrastructure. It has also been noted that there will need to be a methane gas detection system that is to be included within the maintenance bay.

SERVICES AND FEE DETAIL:

Fee Type: Fixed Fee Expenses: Included in Fee

7.15.2025

Service(s):	**Fee**	**Initial (If Approved)**
MEPT Design Efforts – Maintenance Bays	$83,065.00	
TOTAL	**$83,065.00**	
Contractor Inspection Allowance(s):	**Fee**	**Initial (If Approved)**
Electrical and Plumbing Inspections	$17,000.00	

All anticipated expenses are included in the fee stated above. These expenses encompass accommodations, airfare, mileage, document reproduction, and delivery costs.

SCOPE OF SERVICES:

Services, included in the scope of services, are marked with an "X" below. Alternate services, not included in the base scope of services, are notated by (Alternate). The additional services can be provided if requested for an additional cost. Services not listed are excluded from this proposal.

Disciplines included in Scope of Services:
- [x] *Mechanical*
- [x] *Electrical*
- [x] *Plumbing*
- [x] *Fire Protection*
- [x] *Security*
- [x] *Information Technology*
- [ ] *Audio-Visual*
- [ ] *Commissioning*
- [ ] *LEED*
- [ ] *Sustainability*
- [ ] *Building Assessment*

(See following sections for specific task)

Document Submittals:
- [x] *Schematic Design (SD)*
- [x] *Design Development (DD)*
- [x] *Construction Documents Review – 50%*
- [x] *Construction Documents Review – 90%*
- [x] *Issue for Permit*
- [ ] *Issue for Bid*
- [x] *Issue for Construction*
- [ ] *Design based on prototype*
- [ ] *Bridging Documents (DD Level)*
- [ ] *Design Narrative*

Specification Format:
- [ ] *Sheet Specifications*
- [x] *Book Specifications per CSI 2004 or later*

Construction Documents (Div. 21, 22, 23, & 26)

Division 21 - Fire Sprinkler:
- [x] *Performance specifications only*
- [ ] *Pump Design with performance specification*
- [ ] *Pump with Tank and performance specification*

Division 22 - Plumbing:
- [x] *Piping Plans*
- [x] *Risers*
- [x] *Schedules*
- [x] *Details*
- [x] *Calculations*
- [ ] *Site Natural Gas*
- [x] *Specialty Maintenance Fluids*
- [x] *Compressed Air*

Division 23 – Mechanical:
- [x] *Duct Layout*
- [ ] *Piping Layout*
- [x] *Final Specification*
- [x] *Mechanical Details*
- [x] *Mechanical Schedules*
- [x] *Mechanical Calculations*
- [ ] *Control Sequences (Specifications)*
- [x] *Control Sequences (Drawings)*
- [ ] *Operating Room (Special Temperature/Relative Humidity)*
- [ ] *CFD Modeling (Stair/Elevator pressurization and smoke removal/evac system)*

Division 26 - Electrical:
- [x] *Power Plans*
- [x] *Lighting Plans (Interior)*
- [x] *Lighting Plans (Exterior)*
- [x] *Panelboard Schedules*
- [x] *Load Analysis*
- [x] *One Line Diagram*
- [x] *Schedules*
- [x] *Details*
- [ ] *Site Power and Lighting*
- [ ] *Emergency Lighting and Power with Emergency Generator*
- [x] *Emergency Lighting and Power with Battery backup*

Construction Documents (Div. 27 & 28)

Division 27 - Technology: IT Structured Cabling:
- [x] *Infrastructure only**
- [ ] *Full system design and specification*
- [ ] *Procurement Assistance*

Division 27 - Technology: IT Network Equipment:
- [ ] *Specification and equipment list for network switches, servers*
- [ ] *Specification and equipment list for Wifi Access Point devices*
- [ ] *Specification and equipment list for Telephone handsets and PBX equipment*

Division 27 - Technology: Integrated Audio-Video System:
- [ ] *Infrastructure only**
- [ ] *Full system design and specification*
- [ ] *AV spaces included:*
- [ ] *AV spaces excluded:*

Division 27 - Technology: DAS System:
- ☐ *Emergency Radio DAS (Distributed Antenna System) performance specification*
- ☐ *Emergency Radio DAS Equipment room space planning and coordination*
- ☐ *Cellular DAS (Distributed Antenna System) performance specification*
- ☐ *Cellular DAS Equipment room space planning and coordination*

Division 27 - Technology: Intercom/PA System:
- ☐ *Infrastructure only**
- ☐ *Full system design and specification*

Division 27 - Technology: Master Clock System:
- ☐ *Infrastructure only**
- ☐ *Full system design and specification*

Division 27 - Technology: Nurse Call System:
- ☐ *Infrastructure only**
- ☐ *Full system design and specification*

Division 28 - Fire Alarm:
- ☒ *Performance specifications only*
- ☐ *Performance specification with DBR providing Fire Alarm Layout*

Division 28 - Security: Intrusion Detection System:
- ☒ *Infrastructure only**
- ☐ *Full system design and specification*

Division 28 - Security: Access Control System:
- ☒ *Infrastructure only**
- ☐ *Full system design and specification*

Division 28 - Security: Video Surveillance System:
- ☒ *Infrastructure only**
- ☐ *Full system design and specification*

** Infrastructure only services include planning and documenting the field device locations, equipment room or enclosure's size and locations, underground and interior pathways, and coordination with other trades on power, cooling and clearance requirements.*

Coordination Services:
- ☐ *Coordinate with IT Network Service Provider for delivery to site*
- ☐ *Coordinate with 3rd party IT Consultant*
- ☐ *Coordinate with 3rd party Security Consultant*
- ☐ *Coordinate with 3rd party Lighting Consultant*
- ☐ *Coordinate with 3rd party Audio Visual Consultant*
- ☐ *Coordinate with 3rd party Commissioning Agent*
- ☐ *Coordinate with 3rd party Kitchen Consultant*
- ☐ *Coordinate with 3rd party Theatrical Consultant*
- ☐ *Coordinate with 3rd party Pool Consultant*
- ☐ *Coordinate with 3rd party Acoustical Consultant*

Building Commissioning:
- ☐ *IECC Commissioning of MEP Systems*
- ☐ *LEED v4 Fundamental Commissioning and Verification*
- ☐ *LEED v4 Enhanced Commissioning*
- ☐ *Whole Building Commissioning*
- ☐ *Retro-Commissioning*
- ☐ *Re-Commissioning*
- ☐ *CHPS Commissioning*
- ☐ *Functional Testing of MEP Systems*
- ☐ *Technology/Security Systems Commissioning*

Bid/Negotiations Phase:
- ☐ *Assist with value engineering*
- ☒ *Respond to request for information (RFIs)*
- ☐ *Contractor Interviews*

Construction Administration Services:
- ☒ *Shop Drawing Review*
- ☒ *Respond to RFIs*
- ☒ *Site Investigation prior to design*
- ☒ *General site observations with report*
- ☒ *Final Punch List*
- ☐ *Post Construction Site Visit*

LEED:
- ☐ *Integrate Process Design/Early Energy Modeling*
- ☐ *Energy Modeling*
- ☐ *Consulting/Administration*
- ☐ *MEP Documentation*
- ☐ *Daylight Simulation*

Sustainability:
- ☐ *Energy Modeling for Design Optimization*
- ☐ *Energy Modeling (Local Jurisdiction Compliance)*
- ☐ *Daylight Simulation*
- ☐ *System HVAC Comparisons*
- ☐ *Life Cycle Cost Analysis*
- ☐ *Energy Star Certification*
- ☐ *Energy Incentive Program documentation and application*
- ☐ *Solar Feasibility Study*
- ☐ *Solar Ready Design*
- ☐ *Net Zero Energy Design/Ready*

Other Services:
- ☐ *Bond Study*
- ☐ *Facility Assessment*
- ☐ *Comprehensive Technology Report/Plan*
- ☐ *Design Guidelines/Facility Standards Writing*

MEPT Meetings and Travel Time:

- ☒ *Perform initial general site observations to review existing conditions*
- ☒ *Attend design coordination meetings during Schematic Design stage.*
- ☒ *Attend design coordination meetings during Design Development stage.*
- ☒ *Attend design coordination meetings during Construction Document stage.*
- ☒ *Attend one (1) pre-bid meetings*
- ☒ *Attend one (1) bid opening meetings*
- ☒ *Attend five (5) on-site/virtual construction meetings*
- ☒ *Perform five (5) site observation visit with report*
- ☒ *Perform two (2) punchlists*

Compliance Documentation:

- ☐ *ASHRAE 90.1 or IECC Energy Code compliance form completion (prescriptive path only)*

BIM:

- ☐ *Provides DBR BIM Execution Plan*
- ☐ *Export and provide clash detection files (.nwc)*
- ☐ *Perform scheduled in-house clash detections*
- ☐ *Host in-house BIM coordination meetings*
- ☐ *N/A*

Levels of Development (LOD) PO AIA G 202-2013:

- ☐ *LOD: 100*
- ☐ *LOD: 200*
- ☒ *LOD: 300*
- ☐ *LOD: 350*
- ☐ *N/A*

Project Delivery Method:

- ☐ *Traditional – Design, Bid, Build*
- ☒ *Construction Manager at Risk*
- ☐ *Competitive Sealed Proposals*
- ☐ *Design Build*
- ☐ *Design Assist*
- ☐ *Job Order Contract*
- ☐ *Negotiated Contract*
- ☐ *Unknown at this time*
- ☐ *Not Applicable*

ADDITIONAL SERVICES (NOT INCLUDED IN FEE):

- *Value Engineering.*
- *Extended Construction Schedule.*
- *Additional Construction Meetings.*
- *Additional Design Meetings due to change of scope.*
- *Project delays.*
- *More than two (2) shop drawing reviews per product.*
- *System comparison or evaluation of systems.*
- *Envelope compliance documentation.*
- *Storm, Sanitary and Domestic water greater than 5' outside of building.Sub-surface drainage.*
- *Modification to base building utilities not within tenant space.*
- *Lightning protection.*
- *As-Built Drawings.*
- *Construction Estimating.*

MEPT DESCRIPTION OF SERVICES AND HOURLY RATES:

1. **Schematic Design stage**: shall include meetings (*as notated above in scope of services)* with the client(s), to determine MEPT system selections, area requirements, and preliminary equipment location.
2. **Design Development stage:** shall include coordination meetings (*as notated above in scope of services)* with the client(s) to optimize on MEPT equipment area requirements, preliminary A/C and electrical calculations and research into any applicable code requirements.
3. **Construction Documents stage:** shall include meetings (*as notated above in scope of services)* and the preparation of mechanical, electrical, and plumbing drawings and specifications suitable for bid purposes. Also included in this stage is coordination of all MEPT systems in the building with the architectural and structural construction documents.
4. **Bid Negotiations stage:** shall include answering all contractor questions and assisting the Owner in making value engineering recommendations on proposals submitted by the contractors.

5. **Construction Administration stage:** shall include the review of all MEPT shop drawings and responding to RFIs.
6. **On-site Construction Observation stage:** shall include periodic job site visits meetings (*as notated above in scope of services)* when requested by client(s). We will be happy to perform additional services or additional observations as required by the client(s), in writing, on an hourly basis. We will provide documentation of all construction job site visits.

BILLING:

We shall bill monthly according to progress. The breakdown below shows the approximate portion of the fee for each of the proposed services:

MEPT Design		
i.	Schematic Design	15%
ii.	Design Development	20%
iii.	Construction Documents	45%
iv.	Bid Negotiations	5%
v.	Construction Administration	15%
		100%

The hourly billing rates shall be as follows:

Partner	$300.00/hour	Quality Control	$175.00/hour
Principal	$270.00/hour	Commissioning Agent	$160.00/hour
Practice Area Leader	$240.00/hour	Assistant Project Manager	$160.00/hour
Design Director	$220.00/hour	Engineer in Training II	$160.00/hour
Director	$220.00/hour	Construction Administrator	$150.00/hour
Senior Project Manager	$220.00/hour	Designer II	$150.00/hour
Senior Commissioning Agent	$205.00/hour	Engineer in Training I	$140.00/hour
Senior Commissioning Engineer	$200.00/hour	Sustainability Professional	$140.00/hour
Design Leader	$190.00/hour	Designer I	$130.00/hour
Project Manager	$190.00/hour	Designer Trainee	$130.00/hour
Senior Engineer	$190.00/hour	BIM Modeler	$105.00/hour
Engineer	$180.00/hour	Business Administrative Assistant	$100.00/hour
Senior Designer	$180.00/hour	Construction Clerk I & II	$100.00/hour
Senior Construction Administrator	$180.00/hour		

ACCEPTANCE:

Accepted by Client:
By (signature):

_____
Print Name:
Title:
Date:

Accepted for DBR Engineering Consultants, Inc.:
By (signature): Ryan Miller

Print Name: Ryan G. Miller, P.E., LEED Green Associate
Title: Project Manager, Senior Associate
Date: July 15, 2025

When accepted by Client this proposal for Engineering Services and its attachments shall become a binding contract between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. DBR is authorized to begin performance upon its receipt of a copy of this Contract signed by Client. If DBR proceeds at the direction of Client and Contract is not signed, or altered within ten (10) business days, then it is agreed that terms of Contract are accepted by Client. This proposal will expire after ninety (90) days and will require renegotiation to proceed beyond that period.

JULIE ERICSON GEREDA
ARCHITECT / REGISTERED ACCESSIBILITY SPECIALIST, LLC

October 6, 2025

Mr. David Alvidrez
Alvidrez Architecture Inc.
310 N. Mesa Street, Suite 100A
El Paso, Texas 79901

Reference: Sun Metro Transit Operation Center Reconstruction
Accessibility Specialist Consulting

Dear Mr. Alvidrez,

Thank you for the opportunity to provide a proposal to provide consulting services for the above referenced project.

Proposed services include site visit, document any issues observed and prepare a report including photographs for your use and the owner's use as needed. I will use the current adopted codes used by the City of El Paso at this time along with Texas Accessibility Standards and any other requirements such as Public Right of Way Guidelines that also may be relevant to guide the assessment.

I propose a fee of $ 8,480. If the scope of work changes significantly and time needed to assess the property or prepare a report are different from this estimate (more or less) my final invoice will reflect only actual time used.

Please let me know if you have any questions, comments or concerns. I look forward to this opportunity to work with you. Thank you for this opportunity.

Sincerely,

Julie Ericson Gereda
Architect
Registered Accessibility Specialist #222

500 West University #363 El Paso, Texas 79968 (915)588-6141 jagereda@gmail.com

WJE

Wiss, Janney, Elstner Associates, Inc.
711 Navarro Street, Suite 750, San Antonio, Texas 78205
210.826.4200 tel
Texas Registered Engineering Firm F-0093
www.wje.com

July 6, 2025

David A Alvidrez, AIA, CNUa
Alvidrez Architecture Inc.
310 North Meas 100A
El Paso, Texas 79901

Life Safety Code Consulting
Sun Metro TOC Reconstruction

Dear Mr. Alvidrez:

Wiss, Janney, Elstner Associates, Inc. (WJE) has prepared this proposal to provide life safety code consulting for the proposed reconstruction.

APPLICABLE CODES AND STANDARDS

The current applicable codes are as follows and will be referenced as part of this project:

- 2021 International Building Code (IBC), as adopted by City of El Paso.
- 2021 International Existing Building Code, as adopted by City of El Paso.
- 2021 International Fire Code, as adopted by City of El Paso.

BASE SCOPE OF SERVICES

WJE proposes to perform the following scope of services.

1. Document Review
   a. Plan Review - Conduct one (1) review of Architectural Plans. The documents will be reviewed for compliance with the major, applicable fire protection and life safety requirements for the following topics of the applicable building and fire codes and submit one written letter to the Client.
      i. Occupancy classifications.
      ii. Fire rated occupancy separations.
      iii. Building construction type.
      iv. Exterior wall protection – fire separation distance.
      v. Allowable area & height (calculations to be provided by the Client).
      vi. Means of egress capacity and calculated occupant load (calculations to be provided by the Client).
      vii. Means of egress (travel distance, common path, dead end, exit sign placement, egress illumination).
      viii. Historic provisions.
      ix. Vertical openings.

x. Fire department access

xi. Fire alarm (design drawings)

xii. Fire protection (design drawings)

b. Code/Life Safety Plans – Redline mark-up the Client's Code / Life Safety plans once, as part of the above referenced architectural review. Submit the redlined Code/Life Safety plans to the Client

2. Code Consulting

a. Provide up to 12 hours of life safety and building code consultation to the Client for issues arising from the services listed in the above review scope and general code questions when requested by the Client.

COMPENSATION

The proposed Base Scope of Services by WJE will be a fixed fee $20,800.

CLIENT RESPONSIBILITIES

- Provide copy of Client or Owner rules, regulations, policies, and any other documents or information that relates to the scope of WJE's work.
- The Client will schedule and coordinate all project meetings and conference calls.

ADDITIONAL SERVICES

Work outside of the Scope specified in this proposal will be conducted on a mutually agreed upon basis. WJE will submit an estimate of the cost to the Client for approval prior to commencing work. Additional work may include, but is not limited to:

1. Additional consulting services and or plan reviews not included in Base Services.
2. Review of fire protection and fire alarm designs.
3. Development of alternate methods of construction and equivalencies.
4. Preparation and negotiation with AHJ's.
5. Meetings with Client or Owner not included in Base Services.

All WJE's work will be in accordance with our *Standard Terms and Conditions for Professional Services*, attached.

Thank you for the opportunity to submit this proposal. Should you have any questions or need any further information, please feel free to contact us at your convenience (phone: 210.683.0088; email: aalavarado@wje.com). Please signify if the terms of this proposal are acceptable by signing below and return one copy to our office e-mail (aalvarado@wje.com) as authorization to proceed.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.

Adriana Alvarado
Senior Associate

AA/rrWB

Agreed and approved

Name: _____ (please print)

Signature: _____

Title: _____

As Agent or Principal for: _____

Date: _____

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

FACILITY DESIGN
Ray Jurgen

REFERENCE: ***SUN METRO TRANSIT OPERATIONS CENTER RECONSTRUCTION***
SOL 2025-0451R

In close collaboration with the Architect of Record, ALVIODREZ ARCHITCTURE INC., services will include:

1.1 **Review existing data:** review existing space planning data including previous reports and equipment schedules.
1.2 **Team participation:** participate in initial planning meeting.
1.3 **Review** requirements for vehicle repair bays, inspection and special use bays
1.4 **Review** requirements for workshops and material storage areas
1.5 **Review** storage requirements for equipment, parts and materials as appropriate.
1.6 **Space program** identifying requirements for the facility:
- Vehicle Repair Bays
- Shops
- Maintenance + Repair
- Tire storage
- Parts
- Define infrastructure requirements
- Dimensional criteria for horizontal + vertical directions
- Ancillary areas

1.7 **Equipment list** for vehicle maintenance and shops
1.8 **Collaborate** with Architect for final space and equipment layout.

Compensation for services will be provided as a **Lump Sum Amount of $33,600.00** for the above Scope. Charges for any additional work will be considered if any major directives are issued.

KWA

7 July 2025

Mr. David A. Alvidrez, AIA
President
Alvidrez Architecture, Inc.
310 N. Mesa, 100A
El Paso, TX 79901
O 915.533.8200
David@alvidrez.com

Re: **PROPOSAL FOR ENGINEERING SERVICES**
ROOF CONSULTING SERVICES
RECONSTRUCTION FOR SUN METRO TRANSIT OPERATIONS PROJECT

Mr. Alvidrez, AIA:

Thank you for the opportunity to present you with a proposal for professional engineering services on the Reconstruction for Sun Metro Transit Operations Project located in El Paso, TX. The scope of our proposal would include professional services required during the construction and reconstruction, including the tie-in to the existing roof system as follows:

DESCRIPTION OF WORK

SCHEMATIC DESIGN - PHASE 1

A. Perform building evaluation.
B. Establish preliminary Scope of Work.
C. Identify areas of concern for new work as well as existing conditions.
D. Define preliminary drawings and/or sketches:
   1. Roof Plans
   2. Roof Details, including unusual and difficult transitions between walls and roof elements
E. Define major waterproofing elements.
F. Define the roofing and waterproofing specifications.

DESIGN DEVELOPMENT - PHASE 2

A. Finalize Scope of Work.
B. Establish tie-in options and weathertightness of the existing facility.
C. Design major waterproofing elements.
D. Design the roofing and waterproofing specifications.
E. Develop drawings:
   1. Roof Plans
   2. Roof Details, including unusual and difficult transitions between walls and roof elements

CONSTRUCTION DOCUMENTS - PHASE 3

A. Prepare construction documents agreed upon Scope of Work.
   1. Roofing Specifications
   2. Roof Plans
   3. Roof Details, including unusual and difficult transitions between walls and roof elements

PO BOX 1674 2 - 4203 N CR 1765 - LUBBOCK TX 79490

BIDDING – PHASE 4

A. Assist the Architect in notification to the construction community.
B. Assist the Architect in conducting a pre-proposal and/or proposal conference.
C. Assist with bid questions, clarifications, and addenda as requested by the Architect.
D. Provide technical assistance during the bidding/negotiation procedure, upon request.

CONSTRUCTION ADMINISTRATION – PHASE 5

A. Perform submittal review.
B. Facilitate and/or conduct pre-construction and pre-installation meetings.
C. Provide major phase site presence with construction observations.
D. Provide observation reports of each site visit to the Architect, including photographs.
E. Respond to contractor questions (RFIs), upon request of the Architect.
F. Review monthly and final progress payment applications, upon request of the Architect.
G. Provide final observations.

Fee Budget: $ 23,040.00 Lump Sum

TERMS

Invoice for professional services will be issued upon the completion of each phase. Balance due for Construction Administration Phase 5 will be invoiced in monthly increments until completion of project, based on percentage of construction completed.

Phase 1 – Schematic Design	10%
Phase 2 – Design Development	25%
Phase 3 – Construction Documents	40%
Phase 4 – Bidding	5%
Phase 5 – Construction Administration	20%

KWA Engineering & Building Science Co., Inc., shall receive payment within thirty (30) days after receipt of invoice.

If you have any questions or wish to discuss the contents of this correspondence in more detail, please contact me at 806.705.7173 or via email at Brad.Draper@KWA-Engineering.com.

Respectfully,

Paul Bradford Draper

Digitally signed by Paul Bradford Draper
DN: C=US, E=Brad.Draper@KWA-Engineers.com, O="KWA Engineering and Building Science Co., Inc.", OU=Principal, CN=Paul Bradford Draper
Location: Lubbock, TX
Reason: I am the author of this document
Contact Info: 806.705.7173
Date: 2025.10.09 09:43:41-05'00'

Paul Bradford "Brad" Draper, RRO, IIBEC
Firm Principal | Vice President in Charge of Design & Construction Operations

Cc: Job File

P O B O X 1 6 7 4 2 2 - 4 2 0 3 N C R 1 7 6 5 5 - L U B B O C K T X 7 9 4 9 0

BALIS & COMPANY
PROJECT CONTROLS AND COST ESTIMATING

October 9, 2025

Mr. David Alvidrez
Alvidrez Architecture Inc.
310 N. Mesa Street, Suite 100A
El Paso Texas 79901

Reference: Sun Metro Transit Operation Center Reconstruction
Cost Consulting

Dear Mr. Alvidrez,

Thank you for the opportunity to provide a proposal for cost consulting services for the above referenced project.

Proposed services include cost consulting, cost estimating services for all civil, structural, architectural, fire protection, mechanical, electrical, electronic safety and security systems, communications systems pathways and cabling and A/V technology systems.

I propose a fee of $41,240. If the scope of work changes, this fee may be revisited.

Please let me know if you have any questions or concerns.

Thank you

Jon Balis

Jon Balis, PMP

4600A Montgomery Blvd NE, Ste. 202, Albuquerque, New Mexico, (505)883-7990

15 July 2025

Brad R Thompson
Capital Improvement Department
218 N Campbell St., Second Floor
El Paso, Texas 79901

REFERENCE: ***SUN METRO TRANSIT OPERATIONS CENTER BUS CANOPIES***
SOL 2025-0451R

Dear Mr. Thompson:

We appreciate your consideration of our Studio to provide Architectural + limited Engineering services for the above referenced Project. AAinc. is committed to working efficiently and creatively to meet and exceed the needs of the Sun Metro TOC Bus Canopy Structures.

The following is a brief description of design and construction document services. These various phases are typical for the architectural/engineering industry and correlate with the phases of design and construction. Services will include architecture, civil, structural and electrical and plumbing services.

SCOPE OF WORK:

Bus Canopy Structures:
Add Bus Canopy Shade Structures at northeast section of site at existing structural piers to match the existing bus canopy assemblies. Provide electrical and plumbing infrastructure. It is understood that the Bus Canopies Project will be separately funded from the Reconstruction Project, therefore, it will be managed as an independent Project. Provide infrastructure only for future solar panel installation by others.

Services to be performed:

1. **PROGRAMMING | PREDESIGN**
   - 1.1 Design Team visit and evaluate existing layout, piers and electrical, plumbing infrastructure.
   - 1.2 Review + evaluate concrete paving, joints + sealant.
   - 1.3 Conference with COEP to establish Project Timeline + responsibilities.
   - 1.4 Establish special systems requirement.

2. **SCHEMATIC DESIGN | PRELIMINARY 30%**
   - 2.1 The Architect will review the requirements of the project as described by the Owner and will review the understanding of such requirements with the Owner.
   - 2.2 Based on the mutually agreed upon requirements, the Architect will prepare, for approval by the Owner, Design Documents consisting of drawings illustrating the scale and relationship of project components.

3. **DESIGN DEVELOPMENT | PRE-FINAL 60%**
   - .1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical and special systems, materials and such other elements as may be appropriate.

4. **FINAL DESIGN 90%**
   - 4.1 Based on the approved Design Development Design Documents and final comments, the Architect will finalize Contract Documents to a 90% completion level.

5. **FINAL DESIGN 100%**
   - 5.1 Based on the approved Final Design Documents and final comments, the Architect will finalize Contract Documents to a 100% completion level.
   - 5.2 Submit to COEP for final review and comments.

310 North Mesa, El Paso Texas 79901
915.533.8200 f 915.613.3072

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

6. PERMITTING

6.1 The Architect, following the Owner's approval of the Contract Documents, will assist the Owner in obtaining construction permits.

7. CONSTRUCTION ADMINISTRATION

7.1 Architect will function as the Owner's Representative with the commitment to protect the Owner's interest in the construction of this Project.

7.2 Contract Administration will include observation of construction, AOC conference attendance, checking of project shop drawings, reviewing of Contractors application for payment inclusive of conditional and unconditional lien releases, responding to Contractor RFI's, issue ASI's, prepare field reports and assure submittal of Contractor close out documents and warranty items.

Compensation for services will be provided as a **FIXED FEE of NINETY-EIGHT THOUSAND SIX HUNDRED FIFTY TWO ($98,652.50) DOLLARS, INCLUSIVE OF Reimbursable Expenses.** Services are to be invoiced monthly per percentage of completion per the service phases outlined in the Contract. The proposed fee is inclusive of Professional Consultants as itemized:

Basic Services:

1.	Architect	$ 60,550.00	
2.	Civil	$ 11,110.00	
3.	Structural	$ 17,760.00	
4.	MEP	$ 8,512.50	
	SUBTOTAL		**$ 97,932.50**

Reimbursable expenses are in addition to Basic Services Fees:

1.	Printing	$ 600.00	
2.	Gas	$ 120.00	
	SUBTOTAL		**$ 720.00**

TOTAL BASIC SERVICES + REIMBURSABLE EXPENSES $ 98,652.50

Barring unforeseen circumstances, we will complete the services to be performed as expeditiously as possible upon authorization to proceed to align with the COEP Sun Metro proposed timeline.

The following services are not part of the basic services to be provided:

1. Providing planning surveys, site excavations, environmental studies, special surveys, etc.
2. Providing coordination of Work performed by separate contractors or by the Owner's own forces.
3. Revising Drawings or other documents when such revisions are inconsistent with written approvals or revision of codes, laws or regulations subsequent to preparation of such documents or are due to other causes not solely within the control of the Architect.
4. Providing any other services not otherwise included in this letter or not customarily furnished in accordance with general accepted architectural practice.
5. **Modifying contract documents per Scope changes after construction award.**
6. **Modifying contract documents per Value Engineering re-design.**

We appreciate the opportunity to provide you with our proposal for services as outlined above. Please contact this office if you should have any questions regarding services to be performed. We look forward to continuing our working relationship with the City of El Paso.

Respectfully,
ALVIDREZ ARCHITECTURE INC.

David A. Alvidrez, AIA, RID, CNUa

E://25.19.01/doc/design/proposal

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512)305-9000, has jurisdiction over individual licenses under the Architects Registration Law, Texas Civil Statutes, Article 249."

SUN METRO TRANSIT OPERATIONS CENTER BUS CANOPIES
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project Name:	Sun Metro TOC Bus Canopies
Firm Name:	Alvidrez Architecture Inc.
Date:	7/14/2025
Project Manager:	David Alvidrez AIA

Position/Personnel Title Fully-Loaded Hourly Wage Rates * (as defined below)		Principal $225.00	Project Manager $140.00	Architect I $120.00	Architect 2 $100.00	Interior 1 $100.00	Fire | Code $200.00	Transit $200.00	Roof Consult $180.00	Admin $60.00	
Task to be performed/Phase Description (including Sub-consultant work)		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design		6	6							2	14
Schematic Design |Preliminary	30%	24	40		80					4	148
Design Development | Pre-Final	60%	8	24		40					4	76
Final Design	90%	8	24		24					4	60
Final Design 1	100%	4	16		16					16	52
Permitting		4	8		4					4	20
Construction Administration		16	48		24					12	100
											0
											0
											0
											0
											0
											0
											0
Total Hours:		70	166	0	188	0	0	0	0	46	470
Total Fee Proposal (Not to Exceed):		$15,750.00	$23,240.00	$0.00	$18,800.00	$0.00	$0.00	$0.00	$0.00	$2,760.00	$60,550.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

alvidrez.com

SUN METRO TRANSIT OPERATIONS CENTER BUS CANOPIES
SOL 2025-0451R

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

Project	Sun Metro TOC Bus Canopies
Firm	Brock + Bustillos
Date	7/15/2025
Project Principal	Sergio Adame PE

Position/Personnel Title Fully-Loaded Hourly Wage Rates * (as defined below)		Project Engineer $208.00	Project Manager $180.00	Design Engineer $165.00	CADD $140.00					Admin $65.00	
Task to be performed/Phase Description (including Sub-consultant work)		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design			2	2							4
Schematic Design |Preliminary	30%		4	8	4						16
Design Development | Pre-Final	60%		4	8	4					4	20
Final Design	90%		2	8	2						12
Final Design 1	100%		2	4	2					2	10
Permitting											0
Construction Adminstration			8							2	10
											0
											0
											0
											0
											0
											0
											0
											0
Total Hours:		0	22	30	12	0	0	0	0	8	72
Total Fee Proposal (Not to Exceed):		$0.00	$3,960.00	$4,950.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$520.00	$11,110.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

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SUN METRO TRANSIT OPERATIONS CENTER BUS CANOPIES
SOL 2025-0451R

915.533.8200
310 North Mesa 100A, El Paso Texas 79901

Project	Sun Metro TOC Bus Canopies
Firm	Kilo Structures
Date	7/7/2025
Principal	Kilo Structures, Inc.

Position/Personnel Title		Principal	Project Engineer	BIM Manager	CAD	CAD 2				Admin	
Fully-Loaded Hourly Wage Rates * (as defined below)		$265.00	$185.00	$175.00	$127.00	$150.00	$0.00	$0.00		$75.00	
Task to be performed/Phase Description (including Sub-consultant work)		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design											0
Schematic Design |Preliminary	30%										0
Design Development | Pre-Final	60%										0
Final Design	90%										0
Final Design 1	100%	12	25	32						6	75
Permitting											0
Construction Adminstration		4	7	8						2	21
											0
											0
											0
											0
											0
											0
											0
											0
Total Hours:		16	32	40	0	0	0	0	0	8	96
Total Fee Proposal (Not to Exceed):		$4,240.00	$5,920.00	$7,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$600.00	$17,760.00

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

atividez.com

310 North Mesa 100A, El Paso Texas 79901
915.533.8200

SUN METRO TRANSIT OPERATIONS CENTER BUS CANOPIES
SOL 2025-0451R

Project Name:	Sun Metro TOC Bus Canopies
Firm Name:	DBR Engineering, Inc.
Date:	7/15/2025
Project Manager:	Ryan Miller, PE

Position/Personnel Title Fully-Loaded Hourly Wage Rates * (as defined below)		Partner $300.00	Principal $270.00	Design Director (M/QC) $220.00	Design Director (E/QC) $220.00	Design Director (P/QC) $220.00	Design Director (T/QC) $220.00	Senior Project Manager $220.00	Designer II (M) $150.00	Designer II (E) $150.00	Designer II (P) $150.00	Designer II (T) $150.00	Construction Administralor $150.00	Business Administrative Assistant $100.00	
Task to be performed/Phase Description (including Sub-consultant work)		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total Hours
Programming | Pre-Design		0.25	0.25	0	0	0	0	0.5	0	0	0	0	0	0.25	1.25
Schematic Design |Preliminary	30%	0	0.25	0	0	0	0	0.5	0.5	2	1	1	0	0	5.25
Design Development | Pre-Final	60%	0	0	0	0	0	0	0.25	0	2	2	2	0	0	6.25
Final Design	90%	0	0.25	0	0.5	0	0.5	0.5	0.5	1	2	2	0	0	7.25
Final Design 1	100%	0.25	0.5	0.5	1	1	1	1.5	1	2	2	2	0.25	0.75	13.75
Permitting		0	0	0	0	0	0	1	0.5	0.25	0.25	0.25	2	0.5	4.75
Construction Adminstration		0	0.5	0	0	0	0	2	1	2	1	1	4	0.5	12
															0
															0
															0
															0
															0
															0
															0
															0
Total Hours:		0.5	1.75	0.5	1.5	1	1.5	6.25	3.5	9.25	8.25	8.25	6.25	2	50.5
Total Fee Proposal (Not to Exceed)		$150.00	$472.50	$110.00	$330.00	$220.00	$330.00	$1,375.00	$525.00	$1,387.50	$1,237.50	$1,237.50	$937.50	$200.00	$8,512.50

* A fully-loaded Hourly Wage Rate is defined as an employee's base hourly rate plus labor overhead (including fringe benefits), general and administrative (indirect) expenses, profit and escalation (if applicable).

dbrdesz.com

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"ARCHITECT AND ENGINEERING SERVICES FOR THE SUN METRO TOC RECONSTRUCTION"** 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.

3. 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.

6. 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.

5. 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.

7. Based 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 AND ENGINEERING SERVICES FOR THE SUN METRO TOC RECONSTRUCTION"** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$1335923.5** 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 is described in Attachment "A". The Consultant shall bill the Owner on a monthly basis through written invoices. The Owner shall make payments upon presentation of the Consultant's detailed invoice and accompanying summary and progress report and owner's written approval.

Sun Metro TOC Reconstruction	**$1,201,751.00**
Sun Metro TOC Bus Canopies	**$98,652.50**
Total:	**$1,300,403.50**

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 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st 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

ALVID-1 OP ID: JN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/27/2025

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 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).

PRODUCER Sellers Insurance Agency, Inc. 8900 Viscount Blvd Suite A-Q El Paso, TX 79925 Jonathan M. Nicely	CONTACT NAME: Jonathan M. Nicely PHONE (A/C, No, Ext): 915-778-5463 FAX (A/C, No): 915-779-1351 E-MAIL ADDRESS: jonathan@sellersinsuranceelp.com
INSURED Alvidrez Architecture, Inc. & David Alvidrez Associates, Inc 310 N Mesa El Paso, TX 79901	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Insurance INSURER B : A.M.Best Company 'A' Excellent INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		BZS57142041	02/19/2025	02/19/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ Included $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BZS57142041	02/19/2025	02/19/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 2,000,000 $
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10000	X		USO57142041	02/19/2025	02/19/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XWS57142041	02/19/2025	02/19/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project:
SOLICITATION 2025-0451R AE Services for the Sun Metro TOC Reconstruction

CERTIFICATE HOLDER

CAPITAL IMPROVEMENT DEPARTMENT
Contract Development Coordinat
218 N. Campbell
El Paso, TX 79901

CANCELLATION

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

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Client#: 168290 ALVIDASC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/22/2025

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	CONTACT NAME: Lily Easterling
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: lily.easterling@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Alvidrez Associates, Inc. dba Alvidrez Architecture, Inc.
310 N. Mesa, Suite 100A
El Paso, TX 79901

COVERAGES **CERTIFICATE NUMBER:** **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made & Rep			PAAEP0116306 Retro: 11/1/1983	11/01/2025	11/01/2026	$1,000,000 per claim $2,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: Solicitation 2025-0451R AE Services for the Sun Metro TOC Reconstruction.

CERTIFICATE HOLDER

Capital Improvement Department
Contract Development Coordinator
218 N. Campbell
El Paso, TX 79901

CANCELLATION

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

James E. Zimmerman

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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	David Alvidrez AIA
Business Name	Alvidrez Associates Inc
Agenda Item Type	Professional Services
Relevant Department	Capital Improvement

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☐ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☑ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor	Renard Johnson	$500.00
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 6.27.2025

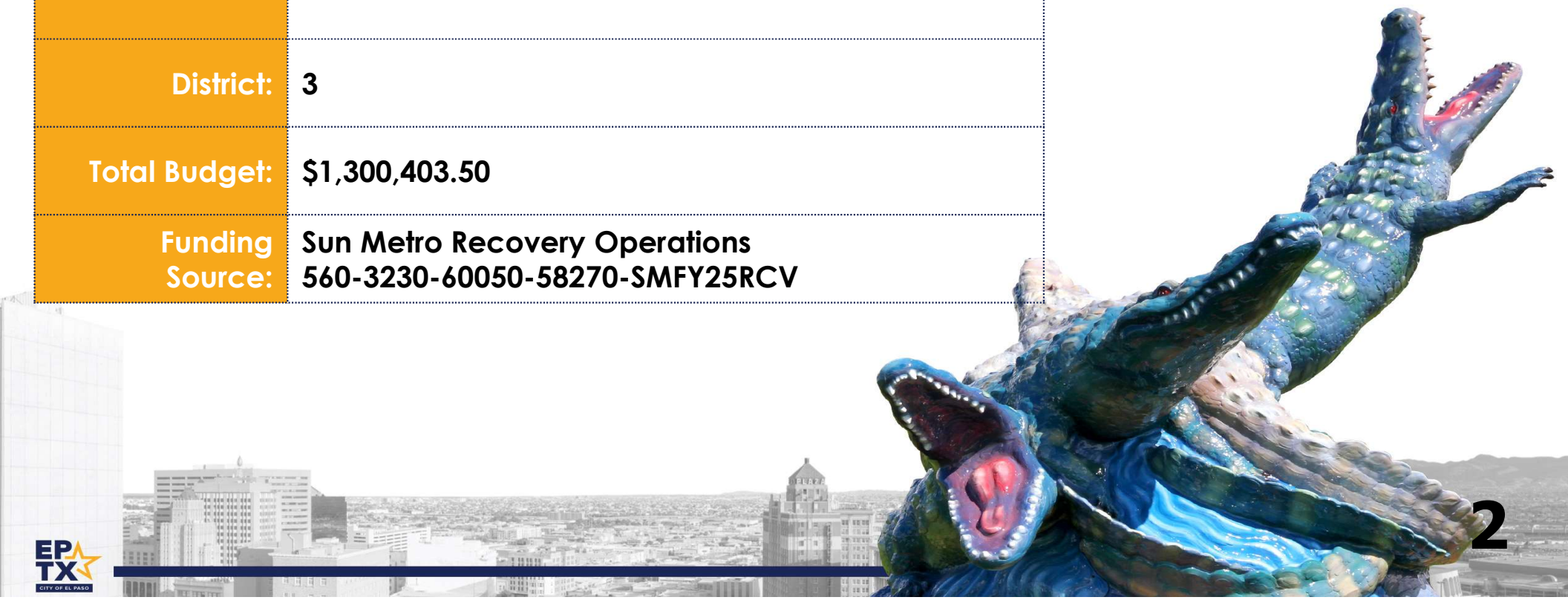
City of El Paso
Capital Improvement Department

2025-0451R Architecture and Engineering Services for the Sun Metro Transit Operations Maintenance Building Reconstruction

December 16, 2025

Project Details

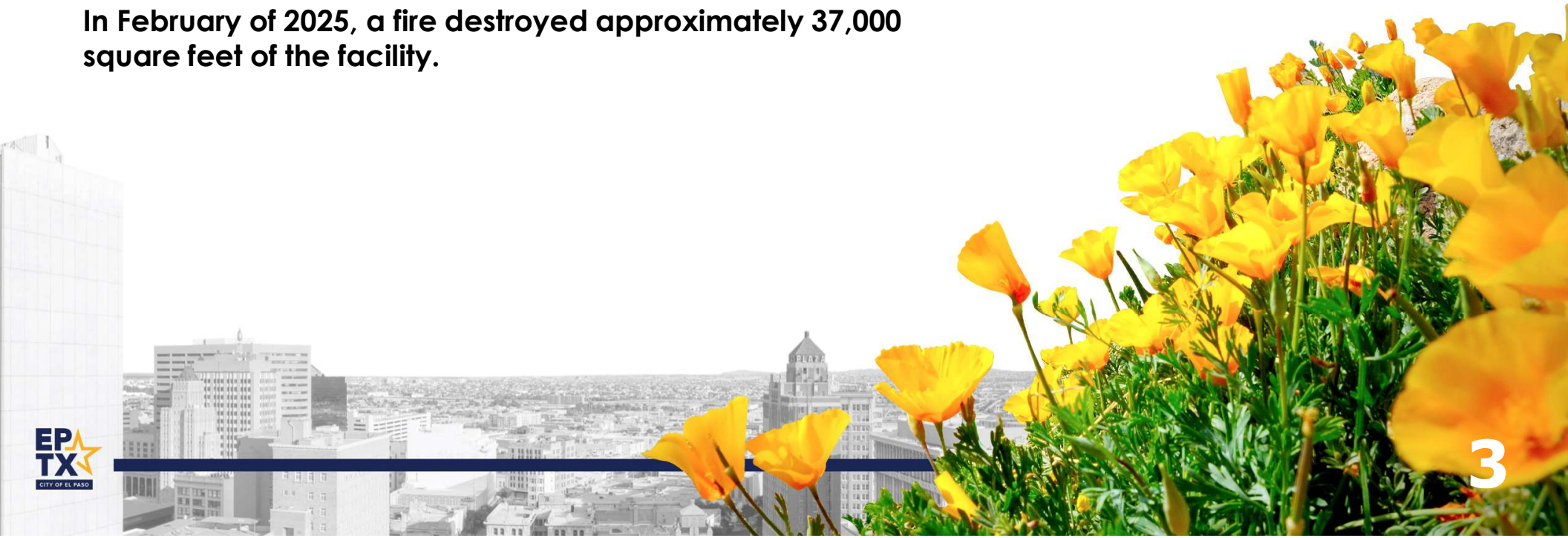
Location:	10155 Montana Ave, El Paso, Texas 79925
District:	3
Total Budget:	$1,300,403.50
Funding Source:	Sun Metro Recovery Operations 560-3230-60050-58270-SMFY25RCV



Background

In May of 2014, the City of El Paso completed construction of the Sun Metro Maintenance Building located at 10151 Montana.

In February of 2025, a fire destroyed approximately 37,000 square feet of the facility.



Project Location

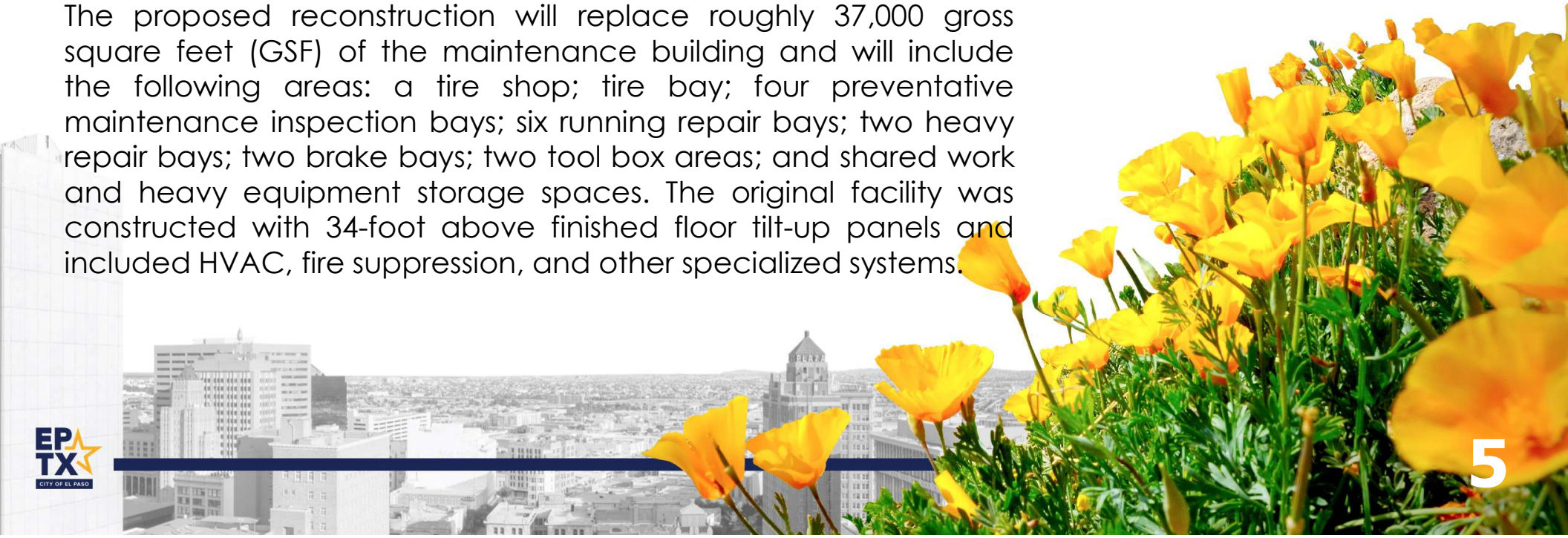
Area of work

Scope of Work

This contract includes Architect and Engineering design services for the reconstruction of the Sun Metro TOC, located at 10151 Montana Avenue, El Paso, Texas 79925.

Basis of Design:

The proposed reconstruction will replace roughly 37,000 gross square feet (GSF) of the maintenance building and will include the following areas: a tire shop; tire bay; four preventative maintenance inspection bays; six running repair bays; two heavy repair bays; two brake bays; two tool box areas; and shared work and heavy equipment storage spaces. The original facility was constructed with 34-foot above finished floor tilt-up panels and included HVAC, fire suppression, and other specialized systems.



Procurement Summary

- Request for Qualification advertised on April 29, 2025
  - Seven (7) firms submitted proposals, all with local offices
  - Recommendation
    - To award Alvidrez Associates, Inc. the Agreement for Professional Services for the amount of $1,300,403.50.

MISSION

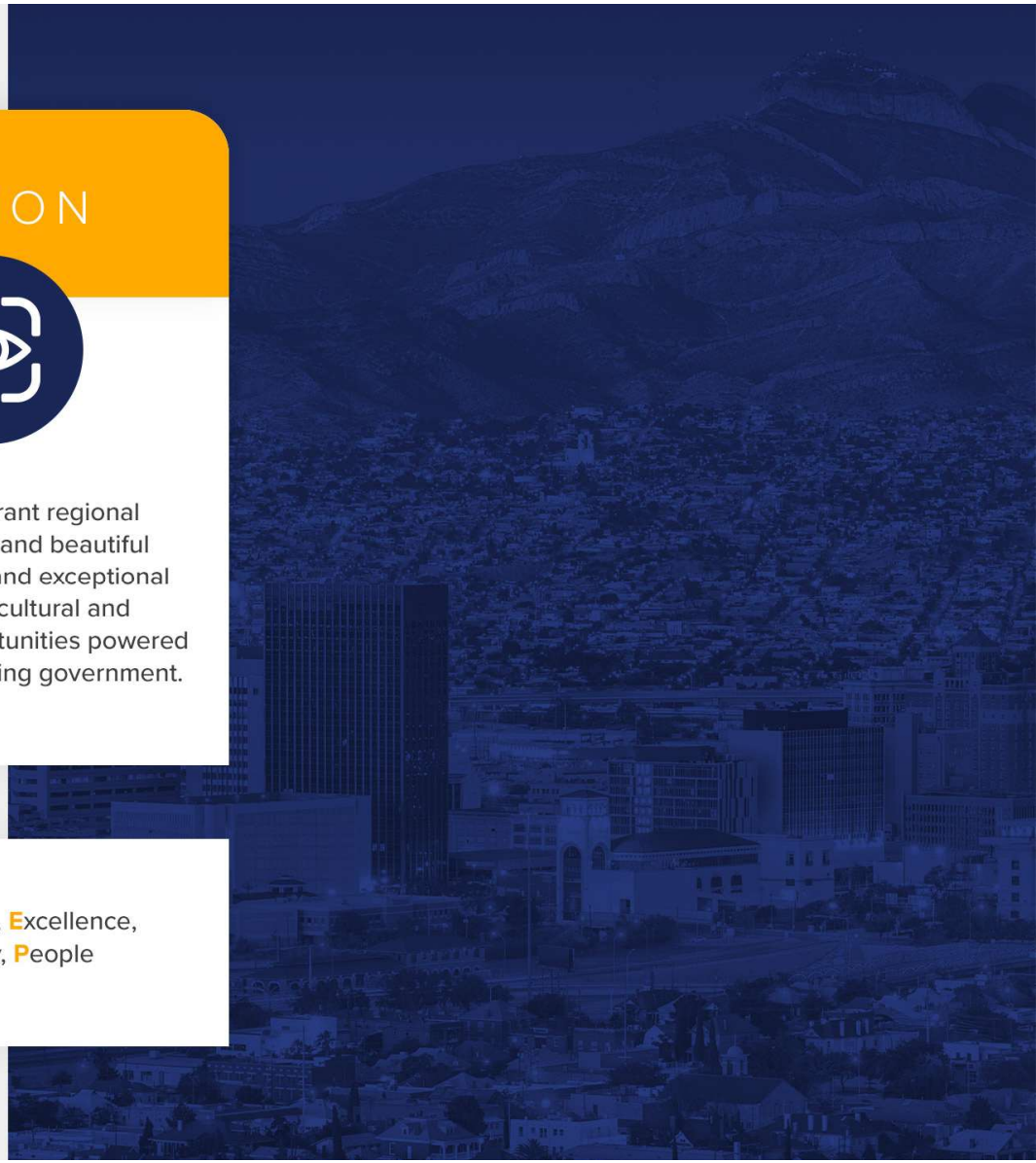
Deliver exceptional services to support a high quality of life and place for our community.

VISION

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

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople



MISIÓN

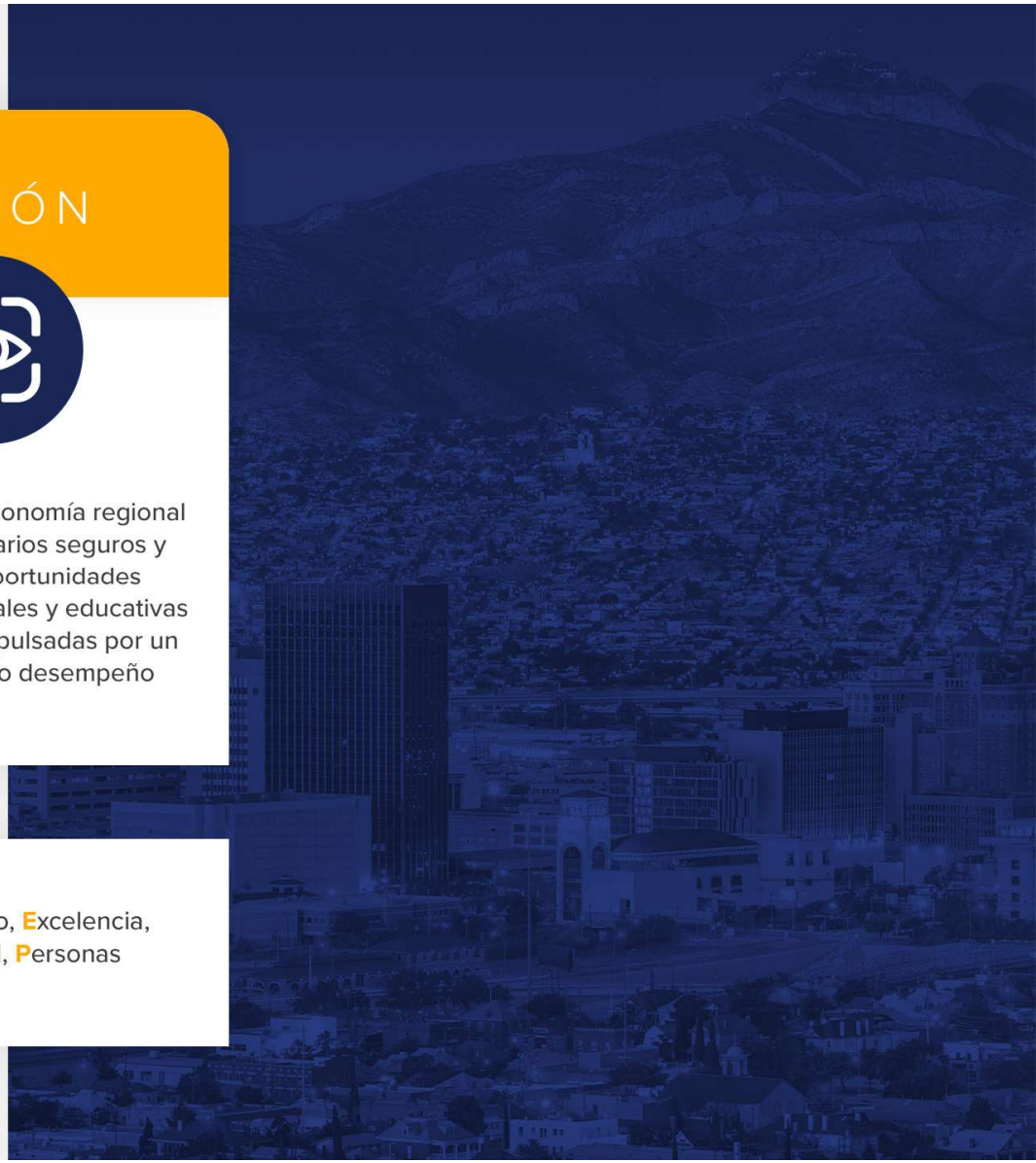
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

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, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



File #: 25-1448, **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) 212-0043
Animal Services Department, Michael D. Wachsmann, (915) 212-8742

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Discussion and action on the award of Solicitation 2025-0296 Veterinary Vaccines to be determined by the casting of lots conducted in the presence of the governing body of the municipality.

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

DEPARTMENT: Animal Services
Purchasing & Strategic Sourcing
AGENDA DATE: December 16, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Michael D. Wachsmann, Interim Director **PHONE NUMBER:** (915) 212-8742
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
Discussion and action on the award of solicitation 2025-0296 Veterinary Vaccines to be determined by the casting of lots conducted in the presence of the governing body of the municipality.

BACKGROUND / DISCUSSION:
On September 10, 2025, bids for solicitation 2025-0296 Veterinary Vaccines were opened and the City of El Paso received five (5) responses. The two lowest responsive, responsible bidders submitted identical pricing resulting in a tie.

Pursuant to the Local Government Code Sec. 271.901(c) Procedure for Awarding Contract if Municipality or District Receives Identical Bids.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on August 20, 2025. One (1) supplier was in attendance.

SELECTION SUMMARY:
Solicitation was advertised on August 12, 2025 and August 19, 2025. The solicitation was posted on City website on August 12, 2025. There were a total eighteen (18) viewers online; Five (5) bids were received; one (1) from a local supplier.

CONTRACT VARIANCE:
The difference based in comparison to the previous contract is as follows: A decrease of $687,070.00 which represents a 49.97% decrease due to less quantities and a shorter contract term.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $687,930.00
Funding Source: Special Fund
Account: 225-2580-25120-531120

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	**N/A**

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

DEPARTMENT HEAD:

Michael Wachsmann

Michael D. Wachsmann, Interim Director of Animal Services

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Low Bid

**********Posting Language Below **********

Please place the following item on the Regular Agenda for the City Council of December 16, 2025.

Award Summary:
Discussion and action that the award of solicitation 2025-0296 Veterinary Vaccines to be determined by the casting of lots conducted in the presence of the governing body of the municipality.

Contract Variance:
The difference based in comparison to the previous contract is as follows: A decrease of $687,070.00 which represents a 49.97% decrease due to less quantities and a shorter contract term.

Department:	Animal Services
Item(s):	All
Initial Term:	3 Years
Option Terms:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	$229,310.00
Initial Term Estimated Award:	$687,930.00
Option Term Estimated Award:	NA
Total Estimated Award:	$687,930.00
Account(s)	225-2580-25120-531120
Funding Source(s):	Special Fund
District(s):	All

This was a Low Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award to the lowest responsive and responsible bidder.

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

CITY OF EL PASO

BID TABULATION FORM

BID TITLE: Veterinary Vaccines | **Soliciation Number: 2025-0296**

BID DATE: September 10, 2025 | **Department: Animal Services**

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity (A)	Manuel Talamantes III dba El Paso Veterinary Supply El Paso, TX — Bidder 1 of 5			Intervet Inc. dba Merck Animal Health Omaha, NE — Bidder 2 of 5			Midwest Veterinary Supply, Inc Lakeville, MN — Bidder 3 of 5			'Patterson Veterinary Supply Inc St Paul, MN — Bidder 4 of 5			Dr M Ghumman dba Wholesale Medical Midwest LLC Hastings, NE — Bidder 5 of 5		
				Price (B)	Yearly Total (C = A X B) (C)	3-Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3-Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3-Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3-Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3-Year Total (D = C X 3) (D)
1	Canine Distemper, Parvovirus, Adenovirus type 2,Parainfluenza Vaccine (25 per tray) Canine 1-DAPPv (Injectable)	Tray	1000	$ 220.00	$ 220,000.00	$ 660,000.00	$ 63.25	$ 63,250.00	$ 189,750.00	$ 63.25	$ 63,250.00	$ 189,750.00	$ 63.25	$ 63,250.00	$ 189,750.00	$ 118.25	$ 118,250.00	$ 354,750.00
2	Canine Distemper, Parvovirus, Adenovirus type 2,Parainfluenza Vaccine (25 per tray) Canine 1-DAPPv+CV (Injectable)	Tray	10	$ 340.00	$ 3,400.00	$ 10,200.00	$ 95.50	$ 955.00	$ 2,865.00	$ 95.50	$ 955.00	$ 2,865.00	$ 95.50	$ 955.00	$ 2,865.00	$ 178.06	$ 1,780.60	$ 5,341.80
3	Canine Distemper, Parvovirus, Adenovirus type 2,Parainfluenza Vaccine (25 per tray) Canine 1-DAPPvL2 (Injectable)	Tray	10	$ 267.00	$ 2,670.00	$ 8,010.00	$ 75.00	$ 750.00	$ 2,250.00	$ 75.00	$ 750.00	$ 2,250.00	$ 75.00	$ 750.00	$ 2,250.00	$ 139.91	$ 1,399.10	$ 4,197.30
4	Canine Distemper, Parvovirus, Adenovirus type 2,Parainfluenza Vaccine (25 per tray) Canine 1-DAPPvL2+CV (Injectable)	Tray	10	$ 388.00	$ 3,880.00	$ 11,640.00	$ 108.75	$ 1,087.50	$ 3,262.50	$ 108.75	$ 1,087.50	$ 3,262.50	$ 108.75	$ 1,087.50	$ 3,262.50	$ 202.81	$ 2,028.10	$ 6,084.30
5	Canine Distemper, Parvovirus, Adenovirus type 2,Parainfluenza Vaccine (25 per tray) Canine 1-DAPPv+L4 (Injectable)	Tray	10	$ 347.00	$ 3,470.00	$ 10,410.00	$ 93.75	$ 937.50	$ 2,812.50	$ 93.75	$ 937.50	$ 2,812.50	$ 93.75	$ 937.50	$ 2,812.50	$ 181.16	$ 1,811.60	$ 5,434.80
6	Canine Bordetella Vaccine (25 per tray) (Intranasal)	Tray	900	$ 220.00	$ 198,000.00	$ 594,000.00	$ 61.75	$ 55,575.00	$ 166,725.00	$ 61.75	$ 55,575.00	$ 166,725.00	$ 61.75	$ 55,575.00	$ 166,725.00	$ 133.73	$ 120,357.00	$ 361,071.00
7	Feline Rhinotracheitis, Calici, Panleukopenia Vaccine, Chlamydophila Felis Vaccine (25 per tray) Feline 1-HCP+FeLV (Injectable)	Tray	10	$ 525.00	$ 5,250.00	$ 15,750.00	$ 148.50	$ 1,485.00	$ 4,455.00	$ 148.50	$ 1,485.00	$ 4,455.00	$ 148.50	$ 1,485.00	$ 4,455.00	$ 277.06	$ 2,770.60	$ 8,311.80
8	Feline Rhinotracheitis, Calici, Panleukopenia Vaccine, Chlamydophila Felis Vaccine (25 per tray) Feline 1-HCPCh (Injectable)	Tray	900	$ 198.00	$ 178,200.00	$ 534,600.00	$ 56.00	$ 50,400.00	$ 151,200.00	$ 56.00	$ 50,400.00	$ 151,200.00	$ 56.00	$ 50,400.00	$ 151,200.00	$ 104.50	$ 94,050.00	$ 282,150.00
9	Feline Rhinotracheitis, Calici, Panleukopenia Vaccine, Chlamydophila Felis Vaccine (25 per tray) Feline 1-HCPCh+FeLV (Injectable)	Tray	10	$ 575.00	$ 5,750.00	$ 17,250.00	$ 162.00	$ 1,620.00	$ 4,860.00	$ 162.00	$ 1,620.00	$ 4,860.00	$ 162.00	$ 1,620.00	$ 4,860.00	$ 302.50	$ 3,025.00	$ 9,075.00
10	Rabies Vaccine (50 per tray) (1 Year) (Injectable)	Tray	500	$ 174.00	$ 87,000.00	$ 261,000.00	$ 51.50	$ 25,750.00	$ 77,250.00	$ 51.50	$ 25,750.00	$ 77,250.00	$ 51.50	$ 25,750.00	$ 77,250.00	$ 105.88	$ 52,940.00	$ 158,820.00
11	Rabies Vaccine (50 per tray) (3 Year) (Injectable)	Tray	500	$ 185.00	$ 92,500.00	$ 277,500.00	$ 55.00	$ 27,500.00	$ 82,500.00	$ 55.00	$ 27,500.00	$ 82,500.00	$ 55.00	$ 27,500.00	$ 82,500.00	$ 114.13	$ 57,065.00	$ 171,195.00
Total					**$ 800,120.00**	**$ 2,400,360.00**		**$ 229,310.00**	**$ 687,930.00**		**$ 229,310.00**	**$ 687,930.00**		**$ 229,310.00**	**$ 687,930.00**		**$ 455,477.00**	**$ 1,366,431.00**
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)							**NA**											
NO OPTION OFFERED					**X**		**NA**				**X**			**X**			**X**	
AMENDMENTS ACKNOWLEDGED:					**X**		**X**				**X**			**X**			**X**	

BIDS SOLICITED: 421 **LOCAL BIDS SOLICITED:** 149 **BIDS RECEIVED:** 5 **LOCAL BIDS RECEIVED:** 1 **NO BID:** 7

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

692

by X____/s/_____
oved _____9/15/2025

2025-0296 Veterinary Vaccines Viewers List			
No.	Participant Name	City	State
1	El Paso Veterinary Supply	El Paso	TX
2	ChemGiant llc	Anthony, TX	TX
3	Patterson Veterinary Supply	St. Paul	MN
4	Intervet Inc. Merck Animal Health	Madison	NJ
5	Wholesale Medical Midwest LLC	Hastings	NE
6	Midwest Veterinary Supply	Lakeville	MN
7	Richmond Equipment (Jamie Crandall Equipment Corp.)	Richmond	TX
8	MP Healthcare Medical Supply (Procare Mobility and Medical Supply)	San Antonio	TX
9	Zeraus Iluminacion	El Paso	TX
10	DPC advantage (ASO Plan Advantage)	Truckee	CA
11	Campbell Pet Company	Vancouver	WA
12	Unipak Corp.	West Long Branch	NJ
13	Alpha Point Strategies, LLC	El Paso	TX
14	Lovett's Bookkeeping LLC (Nayda Yolanda Lovett)	El Paso	TX
15	MEDICO MART INC	WAUKESHA	WI
16	Starbucks4321	El Paso	TX
17	Technology World LLC Dba Sentry	El Paso	TX
18	Woody & Finn Doggy Daycare	El Paso	TX

R E S O L U T I O N

WHEREAS, on September 10, 2025, bids for solicitation 2025-0296 Veterinary Vaccines were opened and the City of El Paso received five (5) responses.

1. Intervet Inc. dba Merck Animal Health and Midwest Veterinary Supply, Inc. both submitted identical pricing on the bid form.

WHEREAS, pursuant to the Local Government Code Sec. 271.901(c) Procedure for Awarding Contract if Municipality or District Receives Identical Bids, and

WHEREAS, the casting of lots must be in a manner prescribed by the mayor of the municipality or the governing body of the district and must be conducted in the presence of the governing body of the municipality or district.

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

That the award of contract 2025-0296 Veterinary Vaccines will be determined by the casting of lots, pursuant to Local Government Code Sec. 271.901(c), and that the award shall be effective as of December 16, 2025.

APPROVED this _____day of _____, 2025.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Claudia A. Garcia, Director
Purchasing & Strategic Sourcing Department

APPROVED AS TO CONTENT:

Michael Wachsmann
_____
Michael D. Wachsmann, Interim Director
Animal Services Department

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92. Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Colleen Sachse
Business Name	Midwest Veterinary Supply Inc
Agenda Item Type	2025-0296 Veterinary Vaccines
Relevant Department	Animal Services

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Callen Sachse Date: 9/8/2025

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
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Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Matthew Montoya
Business Name	Intervet Inc. DBA-Merck Animal Health
Agenda Item Type	2025-0296 Addendum 1 (Veterinary Vaccines)
Relevant Department	Animal Services

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

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OR

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OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Matt Montoya Date: 9/9/2025

File #: 25-1453, **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
City Manager's Office, Sasho Andonoski, (915) 212-1092
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.

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer of $1,694,377 from Top 50 Arterials Master Plan to setup Top 50 Arterials - Lomaland II project as part of the Top 50 Arterials- Community Progress Bond.

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

DEPARTMENT: Office of Managment and Budget

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** (915) 212-1092

2nd CONTACT PERSON NAME: Randy Garcia **PHONE NUMBER:** (915) 212-7005

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL:

Goal 6- Set the standard for sound governance and fiscal management

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and action on a Resolution that the City Manager, or designee, be authorized to effectuate a budget transfer of $1,694,377 from Top 50 Arterials Master Plan to setup Top 50 Arterials - Lomaland II project as part of the Top 50 Arterials-Community Progress Bond.

BACKGROUND / DISCUSSION:

Section 7.3D of the City Charter requires a budget to be adopted by resolution no later than August 31st of each year.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

The FY 2025 - 2026 Annual Budget for the City of El Paso was adopted by Resolution on August 19, 2025.

AMOUNT AND SOURCE OF FUNDING:

PCP26ARTRESURD7: $ 1,694,377 from PCP23STMSTRART project savings

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations made to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, on August 19, 2025, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2026 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2026 Budget Resolution authorizes the City Manager, or designee, to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed $100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding $100,000 requiring City Council approval; and

WHEREAS, the Capital Improvement and Streets and Maintenance Departments require a budget transfer in excess of $100,000, which, in accordance with Section 6 of the FY2026 Budget Resolution, requires City Council approval.

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

THAT, the City Manager, or designee, be authorized to effectuate a budget transfer from Top 50 Arterials Master Plan to set up Top 50 Arterials - Lomaland II project as part of the Top 50 Arterials - Community Progress Bond, as listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
BT2026-0168	4825	PCP23STMSTRART	($1,694,377.00)
BT2026-0168	4825	PCP26ARTRESURD7	$1,694,377.00

(Signatures on the following page)

APPROVED this _____day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Sasho Andonoski, Director
Office of Management & Budget

File #: 25-1462, **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 6

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

AGENDA LANGUAGE:

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

Discussion and Action on a Resolution authorizing the City Manager or designee to sign a Texas Economic Development ("TED") Incentive Program Fund Agreement by and between the City of El Paso and Rancho Del Rey IC, LLC, in support of the Rancho Del Rey Logistics Park. The five-year Agreement provides $2,325,000 in TED Fund grants, tied to development performance metrics. The Agreement meets the requirements of the Texas Economic Development (TED) Program Policy, supports the trade and logistics sectors, and demonstrates a sufficient net positive impact to El Paso Electric's ("EPE") Texas Service Area.

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

REVISED
2:00 pm, Dec 04, 2025

DEPARTMENT: Economic Development

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915-212-0094

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL:

No. 1 Create an Environment Conductive to Strong, Sustainable, Economic Development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and Action on a Resolution authorizing the City Manager or designee to sign a Texas Economic Development ("TED") Incentive Program Fund Agreement by and between the City of El Paso ('City") and Rancho Del Rey IC, LLC, in support of the Rancho Del Rey Logistics Park. The five-year Agreement provides $2,325,000 in TED Fund grants, tied to development performance metrics. The Agreement meets the requirements of the Texas Economic Development (TED) Program Policy, supports the trade and logistics sectors, and demonstrates a sufficient net positive impact to El Paso Electric's ("EPE") Texas Service Area.

BACKGROUND / DISCUSSION:

The proposed Resolution would approve the provision of a $2,325,000 Texas Economic Development Incentive Program ("TED Program") grant in support of the Rancho Del Rey Project ('Project") over a five-year period. The Ranchos Del Rey Logistics Park, a 227.3-acre phased industrial development south of I-10 along Loop 375 is expected to support approximately 8,300 construction jobs and ultimately generate about 2,000 full- and part-time positions. The project will add over 5 million square feet of industrial space across six phases, enhancing El Paso's competitiveness in the logistics sector and supporting recent City investments into the Ysleta Port of Entry. Grant disbursement is tied to performance metrics, including annual reporting on tenant commitments, job creation, investment and infrastructure. The developer must also meet development milestones and remain in good standing with all governing entities. The City reserves the right to terminate for convenience. The Project meets the requirements of the TED Program and demonstrates a sufficient net positive impact to El Paso Electric's ("EPE") Texas Service Area

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

City Council approved the Texas Economic Development Incentive Program ("TED Program") Policy and Guidelines on January 20, 2021, establishing the TED Fund to promote economic development within El Paso Electric's ("EPE") Texas Service Area

AMOUNT AND SOURCE OF FUNDING:

Texas Economic Development Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD:

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

REVISED
11:47 am, Dec 02, 2025

RESOLUTION

WHEREAS, the El Paso City Council ("City") approved the Texas Economic Development Incentive Program ("TED Program") Policy and Guidelines on January 20, 2021; and

WHEREAS, the purpose of the TED Program is to promote economic development within El Paso Electric's ("EPE") Texas Service Area through various programs, including Infrastructure Development Assistance and Quality Jobs and Investment Assistance; and

WHEREAS, the Investment Assistance Program provides financial support to companies expanding or establishing operations within EPE's Texas Service Area; and

WHEREAS, Rancho Del Rey IC, LLC ("Company") has made multiple commitments to create net-new jobs and investment in the EPE Texas Service Area; and

WHEREAS, the Company retained Kimley-Horn and Associates, Inc. to prepare a drainage study for the Rancho Del Rey Logistics Park, a 227.3-acre phased development south of I-10 along Loop 375 in El Paso, Texas, to support future industrial growth and protect surrounding properties from flooding (collectively, the "Drainage Channel Pond" or "Project"); and

WHEREAS, the City agrees to provide financial assistance to the Company in the form of a grant totaling *$2,325,000* ("Grant Funds") from the TED Program Fund for the *Rancho Del Rey Project* as detailed in *Exhibit A* of the Texas Economic Development Incentive Program Fund Agreement ("TED Agreement").

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

THAT the above recitals are accepted as true and correct; and

THAT the City Council finds that the *Rancho Del Rey Project* meets the requirements of the TED Program and provides a sufficient net positive impact to EPE's Texas Service Area; and

THAT the City agrees to provide Grant Funds to the Company totaling *$2,325,000* from the TED Program Fund for the *Rancho Del Rey Project;* and

THAT the City Manager, or designee, be authorized to execute any budget transfers and associated agreements in order to effectuate the intent of this Resolution.

[*SIGNATURES BEGIN ON THE FOLLOWING PAGE*]

PASSED AND APPROVED this _____ day of _____2025.

THE CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic & International Development

REVISED
11:47 am, Dec 02, 2025

STATE OF TEXAS §

COUNTY OF EL PASO §

TEXAS ECONOMIC DEVELOPMENT (TED) INCENTIVE PROGRAM FUND AGREEMENT

This **TEXAS ECONOMIC DEVELOPMENT (TED) INCENTIVE PROGRAM FUND AGREEMENT** ("Agreement") is entered into by and between the **CITY OF EL PASO, TEXAS** (the "City"), a home-rule municipality organized under the laws of the State of Texas, and **RANCHO DEL REY IC, LLC,** a Delaware limited liability company ("Company") on this _____ day of _____, 2025 (the "Effective Date"). The City and the Company are sometimes referred to herein collectively as the *Parties* and each individually as a *Party.*

1. PURPOSE

The Company retained Kimley-Horn and Associates, Inc. to prepare a drainage study for the planned Rancho Del Rey Logistics Park, a 227.3-acre site located south of I-10 along Loop 375 in El Paso, Texas. The project will be developed in phases, starting with Phase 1, which includes three buildings, a roadway, and two retention ponds, as show in *Exhibit A* (collectively, the "Drainage Channel Pond" or "Project").

This Project will pave the way for future industrial expansion—driving economic growth—while safeguarding adjacent properties and infrastructure from flooding. It will enhance long-term regional stormwater management and resilience, support the creation of approximately 8,300 construction jobs, and ultimately generate around 2,000 full- and part-time positions, bolstering El Paso's logistics competitiveness.

2. FUNDING AMOUNT

In accordance with a resolution approved by the City Council of the City (the "City Council") on January 19, 2021, the City has established the Texas Economic Development Incentive Program ("TED Program") Policy and Guidelines ("TED Policy"), which are incorporated herein by reference, pursuant to which the City may offer economic incentives in the form of economic development grants and/or loans to promote economic development within El Paso Electric's Texas Service Area through various categories, including Infrastructure Development Assistance.

The City agrees to provide financial assistance to the Company in the form of a grant totaling *$2,325,000* (the "Grant Funds") *over a 5-year period* from the TED Program Account. The grant shall be disbursed in equal yearly installments of *$465,000.* The Project is situated within El Paso Electric's Texas service area and is expected to

generate over 100 net new jobs. Additionally, it will benefit nearby properties and landowners, creating opportunities for further economic investment and job growth in the surrounding area.

3. COMPANY OBLIGATIONS, GOALS, AND COMMITMENTS

3.1. *Compliance with TED Program Policy.*

The Company shall at all times comply with the TED Program Policy and Guidelines and acknowledges that the TED Policy establishes eligibility criteria, prohibited uses, anti-corruption requirements, and reporting obligations applicable to all recipients of TED funds. Failure to comply with any material provision of the TED Policy shall constitute an Event of Default under this Agreement and may trigger the recapture provisions of Section 8.

3.2 Annual Reporting.

The Company shall submit an annual report detailing the status of the project, including progress on development activities, tenant build-out and commitments, and infrastructure improvements such as roadways, utilities, and drainage facilities. The report shall also include information regarding the project's standing with the City of El Paso, including but not limited to property tax payments, permitting status, and compliance with applicable City requirements. In addition, the report shall provide data on job creation associated with the project, identifying both construction and permanent employment generated to date.

3.3 Performance Obligation / Development Milestone.

The Company shall complete construction of the Drainage Channel Pond, as described in the approved Project plans, no later than the final year of this Agreement and prior to the City's issuance of the final Grant Fund payment. Completion shall be evidenced by all required permits, inspections, and certifications demonstrating that the Drainage Channel Pond has been constructed in accordance with applicable standards and approved plans.

3.4 *Stakeholder Coordination and Reporting.*

Collaborate with City staff to share project findings and operational data with key stakeholders and decision-makers. Ensure that the Company's logistical needs, challenges, and proposed solutions are effectively incorporated into the City's overall mobility, infrastructure, and planning initiatives.

4. PAYMENT TERMS

The City shall disburse the initial Grant Funds to the Company within *90* days of the execution of this Agreement, subject to the receipt of all necessary documentation described herein and compliance with the terms herein. Additional annual payments commencing in 2026 will be paid out within *60* days of the Company's submission of the reporting set forth in Section 3.1.

5. TERM

This Agreement shall commence on the Effective Date and shall continue in effect for the project duration of 5 years, unless terminated earlier in accordance with the provisions herein.

6. DEFAULT, REMEDIES, AND TERMINATION

6.1 *General Default.*

A Party shall be in default under this Agreement if it breaches any material term or condition, and such breach remains uncured after 60 calendar days following receipt of written notice from the non-breaching Party specifying the breach and the required curative action. If the breaching Party has diligently and continuously attempted to cure the breach but requires more than 60 calendar days, an extension shall be granted for the time reasonably necessary to effect the cure. If the breach remains uncured after the applicable period, the non-breaching Party may exercise the remedies set forth in Section 6.2 and 6.3 respectively.

6.2 *City's Remedies in the Event of Default.*

The City's sole remedy in the event of Company's uncured breach or default under this Agreement, the City may, at its sole option and without waiving any other rights or remedies available at law or equity: terminate this Agreement by written notice to the Company; suspend or withhold further disbursement of Grant Funds until the default is cured; recapture all or prorated portion of previously disbursed Grant Funds; and pursue any other remedies permitted by law to enforce the City's rights under this Agreement.

6.3 *Company's Remedy in the Event of Breach.*

In the event of the City's uncured breach of any obligation under this Agreement, the Company shall have the right to specifically enforce performance of the City's obligations hereunder.

6.4 *Mutual Waiver of Consequential Damages.*

To the extent permitted by law, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this

Agreement; provided, however, that nothing is this Section shall (a) limit or impair the City's right to recapture Grant Funds; or (b) be construed as a waiver of the City's governmental or sovereign immunity, which is expressly retained.

6.5 The City may terminate this Agreement for convenience and without the requirement of an Event of Default, by providing written notice to the Company. The City may also terminate this Agreement which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, such as this Agreement, is an unconstitutional debt, or at any time for the City's convenience, without cause and without penalty, upon written notice to the Company.

7. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

8. RECAPTURE

Should the Company default under *Section 6* of this Agreement and provided that the Cure Period for such default has expired, the City may, at sole discretion of the City Manager, require that all or a portion of the Grant Funds provided pursuant to this Agreement be recaptured and repaid by the Company previously provided by the City within 60 days from the date of such termination and written notice. The determination of whether recapture is necessary may take into account the nature of the default, the Company's risk profile, and any other factors deemed relevant by the City.

9. GENERAL PROVISIONS

9.1 ***Applicable Law and Venue.*** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

9.2 ***Assignment of Company's Rights.*** Company understands and agrees that the City expressly prohibits Company from selling, transferring, assigning, or conveying in any way any rights to receive the Grant Funds without the City's prior written consent. Any such attempt to sell, transfer, assign, or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of taxes rebated prior to the attempted transfer, with no ability for the Company to cure. For purposes of this Agreement, the term *Affiliate* means for any person or entity identified in this Agreement any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under direct or indirect common control with such specified person or entity. For

purposes of this definition, *control* when used with respect to any person or entity in conjunction with the term *affiliate* means (i) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities or membership interests of such person or entity, or (ii) the right to direct the management or operations of such person or entity, directly or indirectly, whether through the ownership (directly or indirectly) of securities or membership interests, by contract or otherwise, and the terms *controlling* and *controlled* have meanings correlative to the foregoing control as herein defined. Notwithstanding the foregoing, Company may assign this Agreement to an Affiliate without the City's consent, provided that Company gives the City prior written notice of such assignment.

9.3 ***Company's Sale or Transfer of the Development.*** Upon Company's sale or other transfer of fee ownership rights in the Project during the term of this Agreement, Company shall notify the City in writing of such sale or transfer within 30 business days after the closing of such sale or consummation of such transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an Event of Default.

9.4 ***Compliance with the Law.*** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Company will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

9.5 ***Confidentiality Obligations.*** The confidentiality of such records employment records and any other records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. Specifically, the City will maintain the confidentiality of any proprietary information to the extent permitted by law and agrees that, as required by the Public Information Act, it will notify Company if a request relating to such proprietary information is received. Company represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Company as a basis for nondisclosure.

9.6 ***Governmental Function.*** The Parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.

9.7 ***Force Majeure.*** It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, severe weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall

be extended for a period of time equal to the period such party was reasonably delayed.

9.8 ***Notices*****.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Company shall provide all required invoices and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov.**

COMPANY:	Rancho Del Rey IC, LLC c/o Sansone Group, LLC Attn: Sansone Group LLC 120. S Central Ave. Suite 500 St. Louis, MO 63105
Copy To:	Raith Capital Partners, LLC 666 4rd Avenue, Suite 1701 New York, NY 10017
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 Attn: Economic Development Department Director P.O. Box 1890 El Paso, Texas 79950-1890

9.9 ***Severability*****.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

10. ENTIRETY OF AGREEMENT

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement, and superseded by this Agreement. Notwithstanding

anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both Parties and approved by the City Council.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF EL PASO, TEXAS:

Dionne Mack
City Manager

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla
Director of Economic and
International Development

RANCHO DEL REY IC, LLC, a Delaware limited liability company

By: _____

Name: Alejandro Castro

Title: Authorized Person

EXHIBIT "A:

Development Masterplan of RANCHO DEL REY

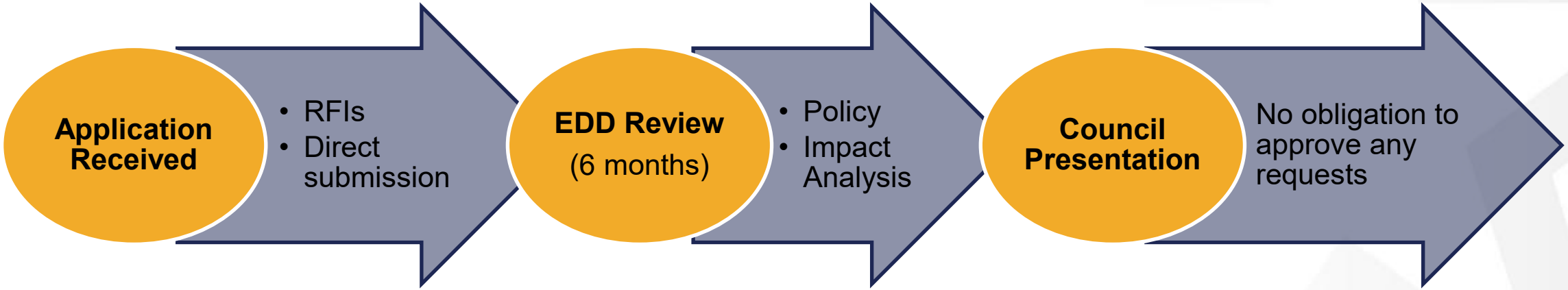
Rancho del Rey Logistics Park

Texas Economic Development Fund Program Agreement

TED Fund
Summary

- El Paso City Council approved the Texas Economic Development Incentive Program (TED Program) on January 20, 2021
- The purpose of the TED Program is to make funds available for financial incentives in the form of economic development grants and/or loans to promote economic development within El Paso Electric's Texas Service Area through various categories, including Infrastructure Development Assistance
- The TED Fund is an $80 million fund to be funded by Sun Jupiter over a period of 15 years and administered by the City solely for the purpose of promoting economic development

TED Fund
Request Process



TED Fund Commitments

EPE Payment Income	**$31,999,998**
Obligations and Commitments	
Target Industry & Investment Assistance	
Notes Live, Inc*	8,000,000
Advanced Manufacturing District	
NCDMM	244,800
Ferveret	898,000
Rancho del Rey	2,325,000
Infrastructure Assistance	
Schneider Electric – EV Charging	75,000
Stan Roberts Reconstruction (META)	12,500,000
International Border Crossing Study*	150,000
Traffic Calming Implementation	100,000
Ysleta POE Feasibility & Design	5,000,000
Total Obligations to date	**29,292,800**

TED Fund
Investment Assistanc

"Financial support to companies expanding or establishing operations within El Paso Electric's (EPE) Texas Service Area. The assistance offsets costs, such as job training for new hires, building retrofitting, equipment relocation, and real property acquisition. However, it does not cover costs related to generating or providing electric service…"

TED Fund
Investment Assistance

- **Target Industry:**
  - life/biomedical sciences; data processing, hosting, and related services; tourism; business support services; defense and aerospace; advanced manufacturing; and advanced logistics.
- **Jobs/Investment:**
  - Projects must be essential for the location or expansion of businesses that meet specific eligibility criteria and are located within the EPE Service Area.
  - Minimum $10 million investment and 100 net-new jobs.
- **Local Match Requirement:**
  - Projects outside city limits must secure a 100% funding match from the political subdivision where the project will occur.

Project Overview
Rancho del Rey

- **Applicant:** Raith Capital Partners and Sansone Group
- **Project Summary:**
  - Construction of a regional drainage retention pond and associated drainage channel infrastructure to serve the multi-phase development, encompassing over 400 acres and 5 million square feet of industrial space.
- **Project Cost:** $3,047,000
- **TED Fund Request:** $2,325,000

Reimbursement	Year 1	Year 2	Year 3	Year 4	Year 5
75% over 5 years	$465,000	$465,000	$465,000	$465,000	$465,000

Project Overview
Rancho Del Rey

- $775M investment across six phases
- 16 buildings totaling 5M+ square feet of industrial space
- 2,000 FTEs plus 8,300 temporary construction jobs
- Current home of Bosch
  - automotive electronics manufacturing and assembly operations

Project Overview
Rancho Del Rey

Projected Impact:

- Allow Rancho del Rey to proceed to next phase of development
    - Increase competitiveness of City by adding new industrial and warehouse space near the Ysleta Port of Entry
- Improve long-term regional storm water management and resiliency
    - Prevent flooding impacts on surrounding properties and infrastructure as area transitions from agricultural to industrial uses
    - Additional access to Americas 10 Dam for de-silting efforts
- Over $100M in regional tax benefit

Project Overview
Rancho Del Rey

Grant disbursement is tied to successful delivery of performance metrics:

- Meet development milestones – “time is of the essence”
- Annual reporting on development progress and impact, including tenant commitments, job creation, infrastructure and investment
- Coordinate with the City and other partner entities on related projects to ensure consistency of infrastructure
- Remain in good standing with all permitting entities
- The City reserves the right to terminate for convenience

TED Fund
Policy Compliance

- ✓ **Target Industry:**
  - life/biomedical sciences; data processing, hosting, and related services; tourism; **business support services**; defense and aerospace; **advanced manufacturing**; and **advanced logistics**.

- ✓ **Jobs/Investment:**
  - Project is essential for location and expansion of businesses
  - $775 million investment and 2,000 net-new jobs.

- ✓ **Local Match Requirement:**
  - N/A

Recommendation and Action

Recommend **APPROVAL** of the proposed TED Fund Program Agreement as the project meets the requirements of the TED Policy, demonstrates a sufficient net positive impact to EPE Texas Service Area, and increases the City's competitiveness in the key industries of trade and logistics.

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

File #: 26-0004, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

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

AGENDA LANGUAGE:

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

Discussion and Action on a Resolution authorizing the City Manager to execute a First Amendment to that certain Chapter 380 Economic Development Program Agreement ("Agreement") executed on April 26, 2022 by and between the City of El Paso ("City") and the Mills Plaza Properties V, LP, a Texas limited partnership and Kress Tunnel, LLC, a Texas limited liability company (collectively, "Applicant"), to provide a twelve (12)-month extension to obtain a Certificate of Occupancy in consideration of the Applicant increasing the Minimum Investment to $30,000,000.

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

DEPARTMENT: Economic and International Development

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915-212-0094

2nd CONTACT PERSON NAME: Mandy Contreras **PHONE NUMBER:**

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

No. 1 Create an Environment Conductive to Strong, Sustainable, Economic Development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

Discussion and Action on a Resolution authorizing the City Manager to execute a First Amendment to that certain Chapter 380 Economic Development Program Agreement ("Agreement") executed on April 26, 2022 by and between the City of El Paso ("City") and the Mills Plaza Properties V, LP, a Texas limited partnership and Kress Tunnel, LLC, a Texas limited liability company (collectively, "Applicant"), to provide a twelve (12)-month extension to obtain a Certificate of Occupancy in consideration of the Applicant increasing the Minimum Investment to $30,000,000.

BACKGROUND / DISCUSSION:

In April 26, 2022, the City executed a Chapter 380 Program Agreement in support of the Kress redevelopment project. Under the terms of the Agreement. The developer would invest a minimum of $18.4M for the restoration of the historic Kress department store.
The building will include retail, entertainment, restaurant, spa services, and meeting space. Pedestrian and service tunnel system located under Oregon St. providing an underground connection between the Plaza Hotel and the Kress Building. The current completion deadline is December 31, 2025. Due to a series of unanticipated and atypical construction delays, the Developer has requested a 12-month extension to December 31, 2026. As consideration, the minimum investment will be increased to $30M.

COMMUNITY AND STAKEHOLDER OUTREACH:

n/a

PRIOR COUNCIL ACTION:

April 26, 2022 - City Council approved a Chapter 380 Program Agreement

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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

That the City Manager be authorized to execute a First Amendment to that certain Chapter 380 Economic Development Program Agreement ("Agreement") executed on April 26, 2022 by and between the City of El Paso ("City") and the Mills Plaza Properties V, LP, a Texas limited partnership and Kress Tunnel, LLC, a Texas limited liability company (collectively, "Applicant"), to provide a twelve (12)-month extension to obtain a Certificate of Occupancy in consideration of the Applicant increasing the Minimum Investment to $30,000,000.

APPROVED this _____ day of _____, 20__.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic & International Development

THE STATE OF TEXAS	**)**	**FIRST AMENDMENT TO**
	)	**CHAPTER 380 ECONOMIC DEVELOPMENT**
COUNTY OF EL PASO	**)**	**PROGRAM AGREEMENT**

This **First Amendment to the Chapter 380 Economic Development Program Agreement** ("Amendment") for the redevelopment rehabilitation and improvements of the Kress Building property located at *211 North Mesa Street, El Paso, TX 79901* is made this ___ day of _____, 2025, by the **CITY OF EL PASO, TEXAS** ("City"), a Texas home-rule municipal corporation and **MILLS PLAZA PROPERTIES V, LP,** a Texas limited partnership and **KRESS TUNNEL, LLC,** a Texas limited liability company (collectively, "Applicant").

WHEREAS, on April 26, 2022, the City and Applicant entered into a Chapter 380 Economic Development Program Agreement (the "Original Agreement"), a copy of which is attached and labeled as *Exhibit A-1* for the redevelopment, rehabilitation, and improvements of the Kress Building property located at *211 North Mesa Street, El Paso, TX 79901* ("Agreement");

WHEREAS, the Agreement may be amended under the provisions of Section 7.A. **MISCELLANEOUS PROVISIONS.** of the Agreement; and

WHEREAS, the parties desire to amend Section 3.A.(6) of the Agreement to provide a 12-month extension to December 31, 2026 to obtain a certificate of occupancy; and

WHEREAS, the parties, in consideration of amending Section 3.A.(6), desire to amend the Agreement and increase the ***Minimum Investment*** obligation amount from **$18,400,000** to **$30,000,000**.

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

1. **Section 1. O.** of the Agreement is hereby amended to read as follows:

> Minimum Investment means all Qualified Expenditures, including, without limitation, those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the acquisition, leasing, renovation or construction project or furnishing or installation of the improvements, equipment or personal property for the Development (including both on and off-site improvements in connection with the Development). For the purposes of this Agreement, the Minimum Investment amount shall be $30,000,000.00; in the event construction of the sub-surface tunnel contemplated by this Agreement is not approved or feasible, the Minimum Investment shall be reduced to $27,000,000.00.

2. In addition, all other provisions, terms, and references within the Agreement, including any exhibits, schedules, or attachments, that relate to or reference the *Minimum Investment*, shall hereafter reflect the updated amount of $30,000,000.00.

3. **Section 3.A.(6)** of the Agreement is hereby amended to read as follows:

> Except as provided in Section 7.J., Applicant shall obtain a certificate of occupancy for the Kress no later than **December 31, 2026.** For the purpose of this Agreement, "certificate(s) of occupancy" does not include temporary certificate(s) of occupancy. The City Manager, or designee, may administratively extend this period.

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

(Signatures begin on the following page)

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the _____ day of _____, 2025.

CITY OF EL PASO, TEXAS:

_____
Dionne Mack
City Manger

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla
Director, Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Dionne Mack, as City Manager of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My Commission Expires:

_____

(Signatures continue on the following page)

APPLICANT:
MILLS PLAZA PROPERTIES V, LP, a Texas limited partnership

By: FML Acquisition GP, LLC, a Texas limited liability company

_____
William Kell
Chief Operating Officer

_____
Date

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2025, by William Kell as Chief Operating Officer of FML Acquisitions, GP, LLC, a Texas limited liability company, general partner of Mills Plaza Properties V, LP.

_____
Notary Public, State of Texas

My Commission Expires:

_____

Kress Redevelopment

Amendment request for Chapter 380 Economic Development Program Agreement

Project Summary

Minimum Capital Investment: $15,400,000

- Proposed restoration will include 45,000 SF of retail, entertainment, restaurant, spa services, and meeting space.
- Ground Floor: 15,000 sf for dining options and retail shops
- Second Floor: 15,000 sf of entertainment and meeting spaces
- Basement: 15,000 sf of hospitality amenities, including a spa
- Additional $3M Minimum Investment in Pedestrian and service tunnel system located under Oregon St. providing an underground connection between the Plaza Hotel and the Kress Building

Project Summary
Approved Incentives

Total City Incentive* = $2,049,000

City Construction Sales Tax Rebate
(One Time @ 100%)
$109,000

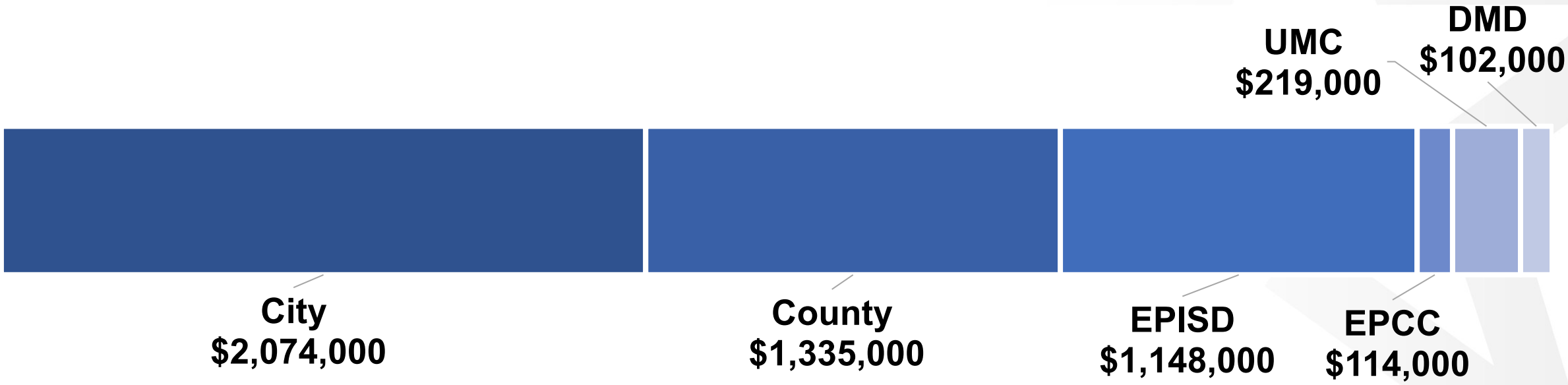
City Property Tax Rebate
(20 years @ 100%)
$930,000

City Sales & Use Tax Rebate
(10 years @ 100%)
$1,010,000

County Property Tax Rebate
(10 years @ 90%)
$414,894

*City permitting and development fees are also waived

Project Summary
20-year Direct Tax Benefit



Requested Amendment

- Agreement executed April 26, 2022 with completion deadline of **December 31, 2025**
- Building permits submitted December 2022
  - Atypical construction delays due to unique roof and foundation structures
  - Undetected asbestos
- Developer has requested a 12-month extension to December 2026
    - Additional Investment to serve as consideration ($30M)

Requested Action

APPROVAL of proposed amendment to the Chapter 380 Program Agreement, providing for a 12-month extensions of construction completion deadlines and an increase of the Minimum Investment to $30 million.

MISSION

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

VISION

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

VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople