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

Final

AGENDA FOR THE REGULAR COUNCIL MEETING

October 14, 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: 704-863-672#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on October 14, 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: 704-863-672#

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

St. Matthew's Catholic School at the Invitation of City Representative Alejandra Chavez

MAYOR'S PROCLAMATIONS

Domestic Violence Awareness Month

Tom Lea Celebration

Reymond Telles Day

American Red Cross Sound the Alarm

ESD and the Community Day

10:00 A.M. ROLL CALL

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

INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA

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 September 30, 2025, the Work Session of September 29, 2025, and the Special Meeting of October 6, 2025. **25-1264**

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 **25-98**

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution authorizing the City Manager or designee to sign all documents related to the Rio Grande Council of Government's FY 2026 Regional Solid Waste Project Allocation COG managed program, in order to defray the costs of operating the City of El Paso's Scrap Tires Disposal Reimbursement Program and that the City Manager or designee is authorized to effectuate any budget transfers, any related agreements, amendments to such agreements, and documents after review and approval by the City Attorney's office, necessary to carry out the intent of this resolution. **25-1228**

All Districts
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

4. That the El Paso City Council hereby renames a portion of the street currently known as Rosa Avenue to Hope Court, beginning at Raynolds Street and ending at Revere Street, illustrated on Exhibit "A" attached to the Resolution and in compliance with the El Paso City Code 19.15.140, and authorizes the City Manager to take the necessary steps to change the name herein described. **25-1230**

Location: East of Raynolds St. and South of Interstate 10
Applicant: Patrick Espinoza, SUNC25-00001

District 2
Planning and Inspections, Philip F Etiwe, (915) 212-1553
Planning and Inspections, Alex Alejandre, (915) 212-1642

5. A Resolution approving a Detailed Site Development Plan for Lots 16, 17, 18, 19, 20, 24, 25, 26 and a portion of Lots 21, 22, and 23, Block 3, Keystone Business Park and a portion of Kappa Road, 4160 Doniphan Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1243**

The proposed detailed site plan 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: 4160 Doniphan Drive
Applicant: City of El Paso, PZDS25-00016

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Blanca Perez, (915) 212-1561

6. A Resolution that the tax roll is hereby approved and constitutes the 2025 tax roll for all entities which the City Tax Assessor Collector collects taxes. **25-1232**

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

7. A Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Dekker LLC., a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso Police Department Mission Valley Regional Command Center" for an amount not to exceed $564,099.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $664,099.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. **25-1246**

District 7
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

8. A Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC professional limited liability company, for a project known as "Architect and Engineering Services for the Buffalo Soldier Street Improvements Project" for an amount not to exceed $685,844.02; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $785,844.02; 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. **25-1248**

District 3
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

9. A Resolution that the City Manager be authorized to sign an Agreement for **25-1249**

Professional Services by and between the CITY OF EL PASO and WSP USA Inc., a New York, USA, foreign for-profit in corporation authorized transact business in Texas, for a project known as “Architect and Engineering Services for the Sunland Park Shared Use Path Project” for an amount not to exceed $799,621.05; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $899,621.05; 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 8
Capital Improvement Department, Yvette Hernandez, (915) 212-0065

10. A Resolution that the Mayor is authorized to sign the Interlocal Agreement Renewal between the City of El Paso and El Paso County for the City to provide Mass Prophylaxis Dispensing through a Closed Point of Dispensing. This will extend the interlocal agreement through September 28, 2027. **25-1229**

All Districts
Public Health, Veerinder Taneja, (915) 212-6502
Public Health, Sara Cera, (915) 212-6502

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

11. Elizabeth Barron to the Americorps Seniors Advisory Council by Representative Lily Limón, District 7. **25-1272**

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

CONSENT AGENDA - BOARD APPOINTMENTS:

12. Megan Sesker to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson. **25-1234**

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

13. Kirk Clifton to the Historic Landmark Commission by Mayor Renard U. Johnson. **25-1275**

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

CONSENT AGENDA - NOTICE FOR NOTATION:

14. For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of August 21, 2025 - September 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. **25-1245**

All Districts

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

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.

15. An Ordinance changing the zoning of a portion of Tracts 1K2, 1J3, & Tract 1J1B, Block 10, Upper Valley Surveys, City of El Paso, El Paso County, Texas, from G-MU (General Mixed Use) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1233**

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: South of Artcraft
Applicant: PZRZ25-00008, ASLM LTD

District 1
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON NOVEMBER 4, 2025

16. An Ordinance changing the zoning of the North 193 feet of the East one-half of Lot 153, Sunrise Acres No. 2, 4806 Atlas Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1235**

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: 4806 Atlas Ave.
Applicant: JCGAR Ventures, PZRZ25-00015

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON NOVEMBER 4, 2025

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

17. An Ordinance releasing all conditions placed on property by Ordinance No. 4928, which changed the zoning of Lot 2, Block 34, Mesa Hills Unit Seventeen, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **25-1149**

The proposed condition release request 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: 5662 N. Mesa Street
Applicant: Karla DiPascuale, PZCR25-00002

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul J. G. Pina, (915) 212-1604

18. An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), by amending Article II (Definitions) Section 20.02.464 (HUD-Code Manufactured Home (Manufactured Home)) in order to comply with the updated zoning notification requirements in accordance with Senate Bill 1341 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code. **25-1154**

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1556

19. An Ordinance amending Title 20 (Zoning), Chapter 20.10 (Supplemental Use Regulations), Section 20.10.270 (Home Occupation Uses), Subsection 20.10.270 B.14. to include No-Impact Home Businesses as an exception to home occupation licensing requirements. **25-1155**

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1556

20. An Ordinance amending Title 20 (Zoning), Chapter 20.04 (Administrative Provisions), by amending Article VI (Changes and Amendments) Section 20.04.460 (Protest Procedure) and Article VII (Public Hearings) Section 20.04.520 (Notice) in order to comply with the updated zoning notification requirements in accordance with House Bill 24 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code. **25-1156**

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

21. Discussion and action on a Resolution that District 7 Representative, Lily Limón, be appointed as the City's representative to the Texas Municipal League Board of Directors, effective upon City Council approval. **25-1269**

All Districts
Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

22. Discussion and action on a Resolution that the El Paso City Council hereby nominates Jackie York as a candidate for the El Paso Appraisal District Board of Directors for a term of office beginning January 1, 2026, and ending December 31, 2029. **25-1273**

All Districts
Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

23. Discussion and action on a Resolution to authorize the expenditure of District 2 discretionary funds in an amount not to exceed $2,000 to support two Fall Festival events, as well as the Halloween Trunk-or-Treat in District 2, for the purchase of food, beverages, event activities, candy, promotional materials, and prizes, serves the municipal purpose of cultivating community pride, promotes cultural enrichment, encourages community use of parks, recreation, and City services, and enhancing the overall quality of life for El Paso residents, families, and neighborhood associations. **25-1274**

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

24. Discussion and action on a Resolution that the City of El Paso City Council authorizes the acceptance of a grant from Marathon Petroleum Company LP in the amount of $4,000, with no additional match required from the city, to support the City of El Paso District 2 Fall Festival events. **25-1276**

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

25. Presentation and discussion by new cross-functional team providing an update on 311 operations and approach for future improvements. **25-1242**

All Districts
City Manager's Office, Mario D'Agostino, (915) 212-0023

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

26. Discussion and action on the award of Solicitation 2025-0324 Westside Medians Roadway Lighting & Landscape Improvements to Jordan Foster Construction, LLC for a total estimated amount of $9,297,781.75. This project will consist of new arterial lighting and median landscape improvements at Executive Center Boulevard from Paisano Drive to I-10, Sunland Park Drive from Doniphan Drive to Mesa Street, Shadow Mountain Drive from Mesa Street **25-1250**

to Thunderbird Drive, Westwind Drive from Thunderbird Drive to Redd Road, and Redd Road from Montoya Road to I-10.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Base Proposal I, II, III, IV and V
Contract Term:	365 Consecutive Calendar Days
Base Proposal I:	$454,579.25
Base Proposal II:	$2,022,660.25
Base Proposal III:	$854,411.50
Base Proposal IV:	$3,794,960.50
Base Proposal V:	$2,171,170.25
Total Estimated Award:	$9,297,781.75
Account(s):	190 - 4743 - 38290 - 580270 - PCP20ST012
	190 - 4745 - 28900 - 580220 - PCP20ST012
Funding Source(s):	2019 Certificates of Obligation
District(s):	1, 8

This was a Competitive Sealed Proposal Procurement unit price contract.

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.

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

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

Districts 1 and 8
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

REGULAR AGENDA - OTHER BUSINESS:

27. Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and RFD Beaufort, Inc., to further the municipal purpose of promoting economic development in the City, in support of the **25-1231**

Development located at 12120 Ester Lama Dr, El Paso, Texas 79936 and as more particularly described and depicted on Exhibit A and A-1 of the Agreement. The City shall provide economic incentives not to exceed $151,074 in the form of Construction Materials Sales Tax Rebate, Development and Building Fee Rebate, Property Tax Rebate, and a Skills Training Grant.

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

28. Discussion and action on a Resolution authorizing the Mayor to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso (the "City") and the El Paso Downtown Management District (the "District") to increase the efficiency and effectiveness of each party in its provision of services to preserve, maintain and enhance the economic health and vitality of the downtown El Paso area. The Agreement includes a five-year term with one-year extension options subject to City Council approval. **25-1251**

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

29. Discussion and action on a Resolution approving the allocation of funds from the Texas Economic Development Incentive Program in the estimated amount of $100,000 to the Streets and Maintenance Department for the implementation of the Northwestern Drive Traffic Safety Improvements Project and authorizing the City Manager, or designee, to execute any budget transfers and associated agreements. **25-1252**

District 1
Economic and International Development, Karina Brasgalla, (915) 212-0094

30. Discussion and action on a Resolution approving the allocation of funds from the Texas Economic Development Incentive Program in the estimated amount of $5,000,000 to the International Bridges Department for the Ysleta/Zaragoza Port of Entry Feasibility Study project and authorizing City Manager, or designee, to execute any budget transfers and associated agreements. **25-1253**

District 7
Economic and International Development, Karina Brasgalla, (915) 212-0094

31. Discussion and action on a Resolution that the City reviews and approves the issuance of the Unlimited Tax Bonds Series 2025 by Paseo del Este Municipal Utility District No. 4 with the acknowledgment that the issuance of such bonds does not constitute debt issuance by the City of El Paso. **25-1215**

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

32. Discussion and action to accept the results of the On-Call Services Agreement Audit Report A2024-08. **25-1238**

All Districts
Internal Audit, Liz De La O, (915) 212-1371

33. Discussion and action to accept the results of the Vehicle Allowance & Take-Home Cars Project P2025-02. **25-1244**

All Districts
Internal Audit, Miguel Montiel, (915) 212-1367
Internal Audit, Liz De La O, (915) 212-1371

34. Discussion and action on a Resolution authorizing the Mayor to sign the Interlocal Agreement between the City of El Paso and the University of Texas at El Paso (UTEP), to include the City of El Paso as a co-applicant in the Build Back Better Regional Challenge grant awarded by the U.S. Economic Development Administration; to jointly implement the Award scope of work; and to jointly administer $10,000,000.00 in federal funds. **25-1239**

District 3
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

35. Discussion and action to authorize the Mayor on behalf of the City of El Paso to sign a resolution as part of the city council-approved application to the Office of the Governor Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant (DEAAG) for expansion of the Kay Bailey Hutchison Desalination Plant. **25-1240**

All Districts
El Paso Water, Rene Leon, (915) 594-5613

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 #: 25-1264, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meeting of September 30, 2025, the Work Session of September 29, 2025, and the Special Meeting of October 6, 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

September 30, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

……..……

9:00 AM PLEDGE OF ALLEGIANCE

Herrera Elementary School at the Invitation of City Representative Alejandra Châvez

Emma Dameworth
Renee Limon
Valentina Martinez
Daniel Hurst
Ryder Knotts
Emma Callaway
Rocio Montero
Simon Nelson
Aylin Amaro
Gabriel Martinez

……..……

MAYOR'S PROCLAMATIONS

Archtober Month

The 30th Anniversary of the Paso del Norte Health Foundation

Suicide Prevention Awareness Month

National Walk to School Day – Walktober

EPPD Public Safety Cadet Recognition

……..……

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 10:04 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.

……..……

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

……..……

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

The following members of the public provided comments on the items as indicated, before consideration:

1. Mr. David Ballard – Item 28
2. Mr. Michael Clark – Items 29 and 31

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

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Mr. Nathan Coleman
3. Ms. Marcy Chavez
4. Ms. Claudia Contreras Siller
5. Mr. Ron Comeau
6. Ms. Karen Washington
7. Ms. Darlene Rincon
8. Ms. Barbara Valencia
9. Ms. Wanda Helgesen
10. Mr. Zyon Zate
11. Mr. Gaetano Tancredi
12. Ms. Miwa Resurreccion
13. Mr. Michael Clark

NOTICE TO THE PUBLIC

*Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried to **APPROVE, AS REVISED,** all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}.)

AYES: Representatives 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 September 16, 2025 and the Work Session of September 15, 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**

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

That the City Manager be authorized to sign a Consulting and Planning Services Agreement between the City of El Paso and David Pettit Economic Development LLC dba Pettit and Ayala Consulting ("Contractor"), for Contractor to provide consulting and planning

services related to Economic Development, Tax Increment Reinvestment Zones, and Public Improvement Districts within the City of El Paso, for a term of 2 years, with the option to extend for an additional 2 years for an aggregated amount not to exceed $220,000, and reimbursements for expenses not to exceed $7,500.

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

Ms. Karla Nieman, City Attorney, commented.

Representatives Chávez, Niño, Limón, and Canales commented.

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA.**

2ND AND FINAL MOTION
Motion made by Representative Canales, 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

……..…….

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

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

That the City Manager be authorized to sign an Agreement for Consulting and Planning Services by and between the CITY OF EL PASO and DT CONSULTING, LLC ("Contractor"), for Contractor to provide consulting and planning services related to Economic Development goals within the City of El Paso, for a term of 2 years, with the option to extend for an additional 2 years for an aggregated amount not to exceed $250,000; 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 execution of the Agreement.

Ms. Karina Brasgalla, Economic and International Development Director, 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. Dionne Mack, City Manager, commented.

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA.**

2ND MOTION
Motion made by Representative Canales, seconded by Representative Limón, and carried to **APPROVE** the Resolution.

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

3RD MOTION
Motion made by Representative Chávez, seconded by Representative Limón, and unanimously carried to **RECONSIDER** the item.

4TH AND FINAL MOTION
Motion made by Representative Canales, seconded by Representative Limón, and carried to **APPROVE** the Resolution.

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

……..…….

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

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of the Crosswinds Entertainment District Ground Lease by and among the City of El Paso ("Lessor"), Halloran Family Joint Venture, LLC and 3187 E Long Circle, LLC ("Assignor") and 6901 Montana Investment, LLC ("Assignee") regarding the following property:

A 52,846.456 square foot parcel of land, more or less, being a portion of Tract 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, and municipally known and numbered as 6901 Montana Ave., City of El Paso, El Paso County, Texas, 79925.

……..…….

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BOYLE HELEN W, 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:

6247 Pino Real Dr, more particularly described as Lot 26 (11500 Sq Ft), Block 22, Chaparral Park #10 Subdivision, City of El Paso, El Paso County, Texas, PID #C340-999-0220-5100

to be $461.00, 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 September, 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 SIXTY ONE AND 00/100 DOLLARS ($461.00) 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, ALVELAIS ESTUARDO & ALDRETE RAQUEL, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

4031 Roadside Ct, more particularly described as Lot 6, Block 4, Los Paseos Replat Subdivision, City of El Paso, El Paso County, Texas, PID #L777-999-0040-2100

to be $814.00, 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 December, 2023, 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 FOURTEEN AND 00/100 DOLLARS ($814.00) 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, HARCO ENTERPRISES 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:

4610 Doniphan Dr, more particularly described as Lot 40 To 43 (40425.00 Sq Ft), Block 2, Zach White Industrial District Subdivision, City of El Paso, El Paso County, Texas, PID #Z005-999-0020-7000

to be $1,929.00, 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 January, 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 NINE HUNDRED TWENTY NINE AND 00/100 DOLLARS ($1,929.00) 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, MALEKZADEH FARZAD & NAZLI 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:

4703 Emory Rd, more particularly described as Lot Tr 3-J (1.50 Ac), Block 2, Upper Valley Subdivision, City of El Paso, El Paso County, Texas, PID #U819-999-002A-0365

to be $1,838.00, 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 December, 2023, 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 EIGHT HUNDRED THIRTY EIGHT AND 00/100 DOLLARS ($1,838.00) 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, ZARAGOZA MICHELLE, 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:

4821 Vista Del Monte St, more particularly described as Lot Tr 9 (2.146 Ac), Country Club Place South Side Subdivision, City of El Paso, El Paso County, Texas, PID #C875-999-0010-1100

to be $2,426.00, 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 December, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO THOUSAND FOUR HUNDRED TWENTY SIX AND 00/100 DOLLARS ($2,426.00) 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, TROPICANA DEVELOPMENT 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:

JOHANNSEN SURV 185 ABST 2789 TR 1-A-2 (0.51 AC), City of El Paso, El Paso County, Texas, PID #X185-999-0000-0250

to be $380.00, 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 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 EIGHTY AND 00/100 DOLLARS ($380.00) 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, ESCOBAR ENRIQUE, 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:

Lot 25 (Private Open Area) (2886.74 Sq Ft), Block 1, Spanish Courts Subdivision, City of El Paso, El Paso County, Texas, PID #S564-999-0010-2500

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 9th day of August, 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.

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

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

5888 Westside Dr, more particularly described as Lot 1, Block 1, Sereno Valley Estates Subdivision, City of El Paso, El Paso County, Texas, PID #S324-999-0010-0100

to be $647.00, 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 21st day of August, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED FORTY SEVEN AND 00/100 DOLLARS ($647.00) 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, ORTIZ MARIA 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:

6362 Arce Dr, more particularly described as Lot 1 (3000 Sq Ft), Block D, Montoya Subdivision, City of El Paso, El Paso County, Texas, PID #M760-999-001D-0001

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 25th 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, GUERRERO MARIA 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:

6319 Arce Dr, more particularly described as Lot 25 To 27 (9000 Sq Ft), Block F, Montoya Subdivision, City of El Paso, El Paso County, Texas, PID #M760-999-001F-0025

to be $1,114.00, 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 21st day of September, 2023, 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 ONE HUNDRED FOURTEEN AND 00/100 DOLLARS ($1,114.00) 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, TROPICANA DEVELOPMENT 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:

Lot 11, Block 12, Sunset Terrace #4 Subdivision, City of El Paso, El Paso County, Texas, PID #S987-999-0120-1100

to be $308.00, 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 August, 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 EIGHT AND 00/100 DOLLARS ($308.00) 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, LFC SMART BUSINESS 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:

4810 Atlas Ave, more particularly described as Lot 156 (Exc Nwly Pt) & S83 Ft Of E 1/2 OF 153 (40879.05 Sq Ft), Sunrise Acres #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S917-999-002F-6100

to be $916.00, 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 December, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount NINE HUNDRED SIXTEEN AND 00/100 DOLLARS ($916.00) 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, LOPEZ PATRICIA, 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:

4948 Riley Ct, more particularly described as Lot 2036 (7605 Sq Ft), Block 79, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0790-9600

to be $680.00, 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 September, 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 SIX HUNDRED EIGHTY AND 00/100 DOLLARS ($680.00) 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, MENDIVIL FRANK JR & SAMUEL, 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:

4010 Sacramento Ave, more particularly described as Lot 31 & 32 & W 10 Ft Of 30 (7200 Sq Ft), Block 112, Grandview Subdivision, City of El Paso, El Paso County, Texas, PID #G686-999-1120-7600

to be $498.50, 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 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 NINETY EIGHT AND 50/100 DOLLARS ($498.50) 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, SPRINGER J 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:

4670 Vulcan Ave, more particularly described as Lot N 120 Ft Of W 75 Ft Of 221, Sunrise Acres #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S917-999-002J-0700

to be $333.00, 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 January, 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 THREE AND 00/100 DOLLARS ($333.00) 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, IGLOBAL 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:

101 N Seville Dr, more particularly described as Lot 31 TO 33 (3000 Sq Ft), Block 6, Sambrano Subdivision, City of El Paso, El Paso County, Texas, PID #S052-999-0060-6100

to be $466.00, 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 September, 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 SIXTY SIX AND 00/100 DOLLARS ($466.00) 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, ALVAREZ ANDREA 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:

206 Coronado Rd, more particularly described as Lot 27, Block 33, Cedar Grove Park Subdivision, City of El Paso, El Paso County, Texas, PID #C301-999-0330-8000

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 22nd day of December, 2023, 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA-RIVAS ENRIQUE, 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:

3115 Voss Dr A-D, more particularly described as Lot SLY PT OF 3 & NLY PT OF 4 (72.85 FT ON ST- 120 FT ON SLY- 73.23 FT ON WLY- 120 FT ON NLY) (8765.01 SQ FT), Block 1, Ivanhoe Subdivision, City of El Paso, El Paso County, Texas, PID #I900-999-0010-0925

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 9th day of January, 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.

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

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

3501 Red Sails Dr, more particularly described as Lot 76, Block 82, Pebble Hills #9 Subdivision, City of El Paso, El Paso County, Texas, PID #P654-999-0820-7600

to be $483.50, 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 10th day of January, 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 EIGHTY THREE AND 50/100 DOLLARS ($483.50) 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, MIRELES ANITRA 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:

10245 Luella Dr, more particularly described as Lot 12 Exc 1.81 Ft (7519 Sq Ft), Block 3, Villa Lago Subdivision, City of El Paso, El Paso County, Texas, PID #V832-999-0030-5600

to be $320.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th 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 AND 00/100 DOLLARS ($320.00) 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, MENDOZA YVETTE, 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:

10717 Jack Fleck Dr, more particularly described as Lot 5, Block 98, Vista Del Sol #19 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-0980-0900

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 3rd 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.

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

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

7619 Acapulco Ave, more particularly described as Lot 11 & 12 & Ely 13' Of 10 (6552 Sq Ft), Block 22, Hacienda Heights #3 Subdivision, City of El Paso, El Paso County, Texas, PID #H012-999-0220-1500

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 13th day of September, 2023, 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, GOMEZ ANA 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:

7801 Hacienda Ave, more particularly described as Lot 1, Block 2, Hervey Place Subdivision, City of El Paso, El Paso County, Texas, PID #H333-999-0020-0100

to be $410.00, 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 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 TEN AND 00/100 DOLLARS ($410.00) 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, YGLECIAS JOE & MARY 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:

7817 Santa Monica Ct, more particularly described as Lot 5 (6405 Sq Ft), Block 5, Hervey Place Subdivision, City of El Paso, El Paso County, Texas, PID #H333-999-0050-1700

to be $818.00, 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 August, 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 EIGHTEEN AND 00/100 DOLLARS ($818.00) 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, FLORES FRANCISCO G & MARIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

6448 Navajo Ave, more particularly described as Lot 112, Block 6, Valley View Heights Subdivision, City of El Paso, El Paso County, Texas, PID #V342-999-0060-3700

to be $443.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of September, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY THREE AND 00/100 DOLLARS ($443.00) to be a lien on the above described property, said amount being due and payable within 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, MULLER DOROTHY 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:

130 Rio Monte St, more particularly described as Lot Pt Of 1 & 2 & 6 (24176 Sq Ft), Block , Dorbandt Subdivision, City of El Paso, El Paso County, Texas, PID #D761-999-0010-1300

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 3rd day of January, 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, AGUILAR ALFREDO A & ESTELA, 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:

204 Kelvin Ave, more particularly described as Lot 4, Block 9, Thomas Manor Subdivision, City of El Paso, El Paso County, Texas, PID #T240-999-0090-1000

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 18th day of December, 2023, 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, SALAZAR ANTONIO, 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:

5625 Kensington Cir, more particularly described as Lot 9, Block 100, Sun Valley #10 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-1000-2500

to be $458.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of January, 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 EIGHT AND 50/100 DOLLARS

($458.50) 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, YOSHIDA ALLEN Y & 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:

5733 Hemmingway Dr, more particularly described as Lot 19 (7000 Sq Ft), Block 98, Sun Valley #9 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0980-3700

to be $458.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of January, 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 EIGHT AND 50/100 DOLLARS ($458.50) 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, SWEET BETTINA K, 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:

6241 Royal Gorge Dr, more particularly described as Lot 21 (4633.00 Sq Ft), Block 6, Stonebridge Addition Subdivision, City of El Paso, El Paso County, Texas, PID #S670-999-0060-0210

to be $343.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of January, 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 THREE AND 50/100 DOLLARS ($343.50) 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, LEE BRUCE YONGHWAN, 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:

10210 Tuscany St, more particularly described as Lot 27 Exc E 5.05 Ft 1978 Cameo 14X84 Serial # Px 303311 (6544.69 Sq Ft), Block 1, Deer Valley #1 Subdivision, City of El Paso, El Paso County, Texas, PID #D327-999-0010-5300

to be $316.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of August, 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 SIXTEEN AND 50/100 DOLLARS ($316.50) 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, DEANDA DANIEL, 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:

10000 Caribou Dr A, more particularly described as Lot #4 Pt of 1 (#A & Und 1/4 Int In 2564.06 Sq Ft) (1107.82 Sq Ft) + (641.02 Sq Ft), Block 10, Bellewood Subdivision, City of El Paso, El Paso County, Texas, PID #B351-999-0100-0125

to be $343.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of February, 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 THREE AND 50/100 DOLLARS ($343.50) 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, CASTILLO JULYSSA & LARA ERMELINDA, 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:

10356 Newcastle Dr, more particularly described as Lot 20, Block 18, Sun Valley #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S816-999-0180-3900

to be $352.00, 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 February, 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 TWO AND 00/100 DOLLARS ($352.00) 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, POGUE HENRY, 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:

10529 Sigma St, more particularly described as Lot 17 (9469 Sq Ft), Block 30, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A462-999-0300-3300 to be $352.00, 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 February, 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 SEVENTY TWO AND 00/100 DOLLARS ($772.00) 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, EL PASO MCRAE CENTER-SUN VALLEY LLC & 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:

1/2 Int In 269.69 Ft On Sun Valley 180 Ft On W 266.40 Ft On N 143.27 Ft On E Beg 207 Ft E Of Swc, B Yucca Village Replat Subdivision, City of El Paso, El Paso County, Texas, PID #Y906-999-000B-2000

to be $937.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of September, 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 NINE HUNDRED THIRTY SEVEN AND 00/100 DOLLARS ($937.00) 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, MASSEY CHRISTY 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:

10437 Orpheus Dr, more particularly described as Lot 18 (6430 Sq Ft), Block 10, Apollo Heights Replat Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0100-3500

to be $1,649.50, 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 13th day of February, 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 SIX HUNDRED FORTY NINE AND 50/100 DOLLARS ($1,649.50) 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, MUNSON KENNETH L & GLORIA 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:

10533 Murphy St, more particularly described as Lot 27 (6300 Sq Ft), Block 8, Temple Hills Subdivision, City of El Paso, El Paso County, Texas, PID #T116-999-0080-5300

to be $611.50, 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 9th day of August, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED ELEVEN AND 50/100 DOLLARS ($611.50) 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, SIMMONS FRANCIS 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:

10756 Fort Worth St, more particularly described as Lot 35 (6500 Sq Ft), Block 5, Sarah Anne Park #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S162-999-0050-6900

to be $330.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of August, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY AND 50/100 DOLLARS ($330.50) to be a lien on the above described property, said amount being due and payable within ten (10) 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, PODHAJECKI PAUL & ROSE M 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:

10801 Coral Sands Dr, more particularly described as Lot 24 (6949.12 Sq Ft), Block 10, Pleasant Hills #6 Subdivision, City of El Paso, El Paso County, Texas, PID #P863-999-0100-4600

to be $575.00, 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 August, 2023, 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 FIVE AND 00/100 DOLLARS ($575.00) 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, POGUE HENRY, 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:

10529 Sigma St, more particularly described as Lot 17 (9469 Sq Ft), Block 30, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A462-999-0300-3300

to be $772.00, 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 September, 2023, 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 SEVENTY TWO AND 00/100 DOLLARS ($772.00) 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, DIRECT HOME SALES 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:

Lot 1 To 5 & 18 To 22 & Pt Of N 40 Ft Of Chateau St Clsd (88664.00 Sq/Ft), Block 32, Milagro Hills #4 Subdivision, City of El Paso, El Paso County, Texas, PID #M425-999-0320-0050

to be $1,361.00, 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 September, 2023, 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 THREE HUNDRED SIXTY ONE AND

00/100 DOLLARS ($1,361.00) 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, BLACKWELL-WALLHEIMER RYAN & ELLISON SARAH, 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:

9425 Gschwind St, more particularly described as Lot 4, Block 6, Milagro Hills #1 Subdivision, City of El Paso, El Paso County, Texas, PID #M425-999-0060-2200

to be $426.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of September, 2023, 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 SIX AND 50/100 DOLLARS ($426.50) 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, BREEDLOVE ANNETTA 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:

9573 Albany Pl, more particularly described as Lot 23 (8134 Sq Ft), Block 12, Skyview Subdivision, City of El Paso, El Paso County, Texas, PID #S502-999-0120-4500

to be $656.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of August, 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 SIX HUNDRED FIFTY SIX AND 50/100 DOLLARS ($656.50) 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, UNITED STATES OF AMERICA (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:

Lot 2, Block 4, Castner Range Subdivision, City of El Paso, El Paso County, Texas, PID #C232-999-0040-2000

to be $395.50, 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 7th day of August, 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 FIVE AND 50/100 DOLLARS ($395.50) 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, GRIJALVA BARBARA 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:

4736 Guillermo Espinoza St, more particularly described as Lot 31, Block 24, Tres Suenos #5 Subdivision, City of El Paso, El Paso County, Texas, PID #T823-999-0240-3100

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 16th day of January, 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, E63 MANAGEMENT & CONSULTING 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:

14996 Eddie Mullens Ct, more particularly described as Lot 7, Block Blk 478, Tierra Del Este #77 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-4780-0700

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 24th day of September, 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, CONTRERAS ALFREDO V & 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:

2321 Lake Victoria Dr, more particularly described as Lot 37, Block 6, Sandy Creek #1 Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #S127-999-0060-6400

to be $315.00, 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 December, 2023, 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 FIFTEEN AND 00/100 DOLLARS ($315.00) 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, ENRIQUEZ 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:

1493 Dunlin Pl, more particularly described as Lot 6 (6262.00 Sq Ft), Block 5, Mesquite Trails #2 Subdivision, City of El Paso, El Paso County, Texas, PID #M403-999-050-0600

to be $426.50, 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 14th day of December, 2023, 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 SIX AND 50/100 DOLLARS ($426.50) 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, PROVENCIO MARIA D P, 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:

1845 Dean Jones St, more particularly described as Lot 12 (5786.36 Sq Ft), Block 62, Vista Hills #19 Subdivision, City of El Paso, El Paso County, Texas, PID #V897-999-0620-1200

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 6th day of September, 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, BREEDING BOB 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:

1848 Sonoma Pl, more particularly described as Lot 30 (10248.26 Sq Ft), Block 26, Vista Hills #4 Subdivision, City of El Paso, El Paso County, Texas, PID #V897-999-0260-5900

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 21st day of December, 2023, 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AYALA GILBERTO & ENEDINA, 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:

11476 Jim Ferriell Dr, more particularly described as Lot 11, Block 239, Vista Del Sol #46 Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-2390-2100

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 5th day of February, 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.

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

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

11533 James Grant Dr, more particularly described as Lot 13 (7402.50 Sq Ft), Block 399, Vista Del Sol #89 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-3990-1300

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 September, 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, MC CARTHY EDWIN W JR, 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:

11181 Nautical Dr, more particularly described as Lot 8 (10611.74 Sq Ft), Block 30, East Glen Subdivision, City of El Paso, El Paso County, Texas, PID #E054-999-0300-1500

to be $320.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th 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 TWENTY AND 00/100 DOLLARS ($575.00) 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, JILPAS TOMAS, JR, 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:

11837 Crimson Sky Dr, more particularly described as Lot 7 (5074.85 Sq Ft), Block 55, Vista Real #5 Subdivision, City of El Paso, El Paso County, Texas, PID #V927-999-0550-0700

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 24th day of January, 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, GRISHAM BELIA, 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 Pasodale Rd, more particularly described as Lot E 90 Ft Of 4 (0.354 Ac), Block 16, Pasodale Subdivision, City of El Paso, El Paso County, Texas, PID #P591-999-0160-2500

to be $469.00, 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 December, 2023, 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 SIXTY NINE AND 00/100 DOLLARS ($469.00) 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, DELGADO DANIELLE 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:

1512 Robert Wynn Dr, more particularly described as Lot 15, Block 226, Vista Del Sol #42 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-2260-2900

to be $531.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of January, 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 THIRTY ONE AND 50/100 DOLLARS ($531.50) 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, HOOPER ALTAGRACIA, 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:

9605 Cindy Ln, more particularly described as RICHARD LEE TR 23 (1.09 Ac), City of El Paso, El Paso County, Texas, PID #R410-999-0010-5500

to be $414.00, 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 FOURTEEN AND 00/100 DOLLARS ($414.00) 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, JAQUEZ MARIA E J & ROSA M D L A J & 4, 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:

10613 Springwood Dr A, more particularly described as Lot A of S 50 Ft of 15 (3665 Sq Ft), Block 2, Colonia Los Cuatro Subdivision, City of El Paso, El Paso County, Texas, PID #C739-999-0020-2900

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 3rd 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.

***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:

8405 Roseway Dr, more particularly described as Lot 2, Block 1, Diamantina VII Subdivision, City of El Paso, El Paso County, Texas, PID #D474-999-0010-0200

to be $322.00, 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 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 TWO AND 00/100 DOLLARS ($322.00) 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, MONTES MANUELA, 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:

8071 Disney Dr, more particularly described as Lot 18 (6500.00 Sq Ft), Block 1, Meraz Subdivision, City of El Paso, El Paso County, Texas, PID #M320-999-0010-3500

to be $390.00, 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 August, 2023, 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 AND 00/100 DOLLARS ($390.00) 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, ACOSTA FRANCISCO P & AURORA, 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:

8117 Broadway Dr, more particularly described as Lot 60, Block H, Thomas Manor Subdivision, City of El Paso, El Paso County, Texas, PID #T240-999-000H-9500

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 29th 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 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BUCIO OLGA L 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:

8123 San Jose Rd, more particularly described as Lot Tr 6 (0.2481 Ac), Block 13, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0130-0601

to be $336.00, 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 August, 2023, 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 SIX AND 00/100 DOLLARS

($336.00) 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, DE MEDINA MARIA E 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:

9213 Reno Ct, more particularly described as Lot 5 (6050 Sq Ft), Singh Subdivision, City of El Paso, El Paso County, Texas, PID #S445-999-0010-0500

to be $363.00, 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 October, 2023, 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 THREE AND 00/100 DOLLARS ($363.00) 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, RUBIN LEWIS 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:

6212 Dew Dr, more particularly described as Lot 4 (7829.25 Sq Ft), Block 1, Coronado Country Club Foothills Subdivision, City of El Paso, El Paso County, Texas, PID #C809-999-0010-1100

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 5th day of September, 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, ROY MELINDA S & SEAN M & 3, 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:

6216 Dew Dr, more particularly described as Lot 5 (7829.25 Sq Ft), Block 1, Coronado Country Club Foothills Subdivision, City of El Paso, El Paso County, Texas, PID #C809-999-0010-1400

to be $349.00, 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 January, 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 NINE AND 00/100 DOLLARS ($349.00) 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, ESPINO MARIA D L & HERNAN AARON, 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:

420 De Soto Ave, more particularly described as Lot 557 (14100 Sq Ft), Block 35, Coronado Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #C818-999-0350-3100

to be $349.00, 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 January, 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 NINE AND 00/100 DOLLARS ($349.00) 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, ZUBIA TIMOTHY W, 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:

608 E Baltimore Dr, more particularly described as Lot 15 & 16 (6344 Sq Ft), Block 219, Alexander Subdivision, City of El Paso, El Paso County, Texas, PID #A462-999-2190-5100

to be $351.00, 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 January, 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 ONE AND 00/100 DOLLARS ($351.00) 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 JESUS & MAGDALENA, 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:

1130 Myrtle Ave, more particularly described as Lot N 91.5 Ft Of 15 & W 12.1667 Ft Of 16 & N 84 Ft Of E 12.8333 Ft Of 16 (4420.20 Sq Ft), Block 16, Franklin Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0160-6400

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

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

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

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

1824 E Cliff Dr, more particularly described as Lot 9 & 10 (5076 Sq Ft), Block 5, Golden Hill Subdivision, City of El Paso, El Paso County, Texas, PID #G537-999-0050-2500

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 7th 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.

.....

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

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, THIGPEN HORTENSE, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES DEPARTMENT], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; 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:

7356 O'Dell Ln, more particularly described as Lot 14 (8800 Sq Ft), Block 5, Future Land Subdivision, City of El Paso, El Paso County, Texas, PID #F950-999-0050-1400

to be $11,434.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 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 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount ELEVEN THOUSAND FOUR HUNDRED THIRTY FOUR AND 00/100 DOLLARS ($11,434.00) 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 2.38 of the El Paso City Code, GONZALEZ GLORIA & 17, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES DEPARTMENT], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

1008 S Oregon St, more particularly described as Lot 15 & 16 Exc Rr R/w (3380 Sq Ft), Block 46, Campbell Frc Subdivision, City of El Paso, El Paso County, Texas, PID #C050-999-0460-6200

to be $17,042.03, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of September, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount SEVENTEEN THOUSAND FORTY TWO AND 03/100 DOLLARS ($17,042.03) 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 2.38 of the El Paso City Code, GONZALEZ GLORIA, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES DEPARTMENT], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

1010 S Oregon St, more particularly described as Lot 17 Exc Rr R/w (676 Sq Ft), Block 46, Campbell Frc Subdivision, City of El Paso, El Paso County, Texas, PID #C050-999-0460-6800

to be $16,389.69, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of September, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount SIXTEEN THOUSAND THREE HUNDRED EIGHTY NINE AND 69/100 DOLLARS ($16,389.69) 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 2.38 of the El Paso City Code, MORAD LABIBI J MORAD MARY A (LE), in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES DEPARTMENT], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; 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:
2227 Magoffin Ave, more particularly described as Lot 30 To 32 (Homesite) (6240 Sq Ft), Block 34, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0340-9600

to be $68,150.75, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of February , 2025, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount SIXTY EIGHT THOUSAND ONE HUNDRED FIFTY AND 75/100 DOLLARS ($68,150.75) 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.

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

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, WESTMOUNT ASSETS INV, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [ENVIRONMENTAL SERVICES], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; 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:

1115 Myrtle Ave, more particularly described as Lot 23 & 24 (6000 Sq Ft), Block 15, Franklin Heights Subdivision, City of El Paso, El Paso County, Texas, PID #F607-999-0150-5700

to be $9,807.38, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount NINE THOUSAND EIGHT HUNDRED SEVEN AND 38/100 DOLLARS ($9,807.38) 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.

……..…….

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

WHEREAS, on December 19, 2019, the El Paso City Council ("City Council") enacted a Resolution establishing a Youth Advisory Board to promote regular and active civic engagement amongst the youth of the city; and

WHEREAS, on May 12, 2025 City Council directed boards and commissions be standardized; and

WHEREAS, the City plans to establish a set of uniform bylaws to be adopted and followed by all city boards that are advisory in nature; and

WHEREAS, City Council agrees the Enabling Resolution needs to be amended to amend or remove language that contradicts the City's uniform bylaws in order to standardize all the city boards that are advisory in nature, unless otherwise specified by State, Federal, or other applicable law;

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

1. That Section 2 be revised to read as follows:
   B. The Youth Advisory Board shall adopt and utilize the City of El Paso, Texas Boards and Commissions Uniform Bylaws.

2. That Section 2 Paragraphs C and D be removed in their entirety.

3. That Section 3 be removed in its entirety

4. Any other clauses needed depending on the board.

5. Except as amended herein, the Enabling Resolution remains in full force and effect.

……..…….

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

WHEREAS, on November 10, 2020, the El Paso City Council ("City Council") enacted a Resolution establishing a Veteran Affairs Advisory Committee to advise City Council on matters related to veteran affairs; and

WHEREAS, on May 12, 2025 City Council directed boards and commissions be standardized; and

WHEREAS, the City plans to establish a set of uniform bylaws to be adopted and followed by all city boards that are advisory in nature; and

WHEREAS, City Council agrees the Enabling Resolution needs to be amended to amend or remove language that contradicts the City's uniform bylaws in order to standardize all the city boards that are advisory in nature, unless otherwise specified by State, Federal, or other applicable law;

WHEREAS, The Veterans Affairs Advisory Committee wishes to eliminate confusion with the federal agency of a similar name; and

WHEREAS, certain subcommittees are found to be valuable to the nature of the work of the committee.

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

1. That the name of the committee be amended to Veterans Advisory Committee, (VAC) and all refences to Veterans Affairs Advisory Committee be amended to Veterans Advisory Committee.

2. That the Veterans Affairs Advisory Committee Section 2 be revised to read as follows: Bylaws and Procedures
   A. The Veterans Advisory Committee shall adopt and utilize the City of El Paso, Texas Boards and Commissions Uniform Bylaws.
   B. The Veterans Advisory Committee shall have the following three subcommittees, Employment, Homelessness and Mental Health.

3. That Section 2 Paragraphs B and C be removed in their entirety.

4. Any other clauses needed depending on the board.

5. Except as amended herein, the Enabling Resolution remains in full force and effect.

6. The bylaws shall not take effect until the Uniform Bylaws are adopted by ordinance of the City Council.

……..……

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

WHEREAS, Fast and reliable broadband service is valuable infrastructure to the residents of The City of El Paso, ("City"); and

WHEREAS, added transmission poles in highly trafficked public areas serves to improve public broadband access: and

WHEREAS, to further broadband access the City has installed transmission poles along Mesa St. next to San Jacinto Plaza; 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 St. within El Paso, Texas; and

WHEREAS, Texas Department of Transportation, "TxDOT", requires a multiple use agreement for use of right of ways controlled by the State; and

WHEREAS, the State in recognition of the public purpose of the addition of broadband transmission poles, shall agree to a multiple use agreement for the use of the right of way by the City.

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

That the addition of broadband transmission poles on Mesa St. serves a public purpose of providing broadband access, infrastructure and utilities to residents and visitors of the City, the City Manager be authorized to sign a Multiple Use Agreement and between the City and the State, acting by and through TxDOT, for the use of the Mesa St. right of way for the purpose of installing and maintaining broadband poles.

Representatives Fierro, Limón, and Canales commented.

The following City staff members commented:

- Ms. Carolyn Patrick, Chief Information Officer
- Ms. Dionne Mack, City Manager

1ST MOTION

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

2ND AND FINAL MOTION
Motion made by Representative Canales, 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

……..…….

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

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Transportation Alternatives Set-Aside (TASA) Program grant improvements, "Brown St. Shared Use Path" project, which has an estimated total project cost of $4,347,882.00 of which the estimated local government participation amount is estimated at $331,009.00 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

……..…….

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

WHEREAS, the Pet Pantries at El Paso Public Libraries (the "Pet Pantries") is a partnership between the City of El Paso and the El Paso Community Foundation's Borderland Rescue Fund, with support from Greater Good Charities;

WHEREAS, the Pet Pantries provides free food and supplies for pets in the City of El Paso and the region at all 14 El Paso Public Libraries;

WHEREAS, Licensee has requested that the City allow use of a portion of the City's property at 300 N. Campbell, El Paso Texas 79901, at no cost, for use as a warehouse for the storage of pet food for the Pet Pantries.

WHEREAS, Texas law requires that, to legally provide free use of City property, the El Paso City Council must determine that 1) the arrangement serves a predominately public purpose; 2) the City will retain sufficient control to ensure the public purpose is carried out; and 3) the City will receive a return benefit;

WHEREAS, the City Council for City of El Paso finds that:

1. providing free use of the City property to Licensee serves the predominantly public purpose of improving the health and safety of pets in the community, thus, in turn, impacting positively on our community's human health and welfare;

2. the City will retain control to ensure that the public purpose is carried out through the legal obligations of the Licensee as set forth in this License Agreement; and
3. the City will receive the return benefit of improved health and safety of pets in the community, as well as the benefit of an additional source of free pet food in the community thereby providing assistance to the El Paso Animal Shelter's free pet food program;

NOW THEREFORE, 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 License Agreement between the City and El Paso Community Foundation for the use of approximately 3,000 square feet in the City's property at 300 N. Campbell, El Paso, Texas, for a term of one year, and for non-monetary consideration.

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

The following City staff members commented:

- Mr. Richard Bristol, Deputy City Manager
- Ms. Dionne Mack, City Manager

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA.**

2ND AND FINAL MOTION
Motion made by Representative Canales, 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

……

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

……

13. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Lucio Glenn to the Museums and Cultural Affairs Advisory Board by Representative Deanna Maldonado-Rocha, District 3.

……

CONSENT AGENDA – BOARD APPOINTMENTS:

……

14. *Motion made, seconded, and unanimously carried to **APPOINT** Jim W. Dobrowolski to the City Plan Commission by Representative Chris Canales, District 8.

……

15. *Motion made, seconded, and unanimously carried to **APPOINT** Nahum S. Apodaca to the Committee on Border Relations by Representative Lily Limón, District 7.

……

16. *Motion made, seconded, and unanimously carried to **APPOINT** Ben Wilbanks to the Parks and Recreation Advisory Board by Representative Alejandra Chávez, District 1.

……

17. *Motion made, seconded, and unanimously carried to **APPOINT** Alica Rascon to the Open Space Advisory Board by Representative Deanna Maldonado-Rocha, District 3.

……

18. *Motion made, seconded, and unanimously carried to **APPOINT** Carlos Loweree III to the Capital Improvements Advisory Committee by Representative Deanna Maldonado-Rocha, District 3.

……

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

……

19. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Alejandra Chávez in the amount of $1,500 from Marcela & Miguel Fernandez, $1,000 from Gerald Rubin, $1,000 from Jaime Arredondo, $1,000 from Dan Olivas, $500 from Rebecca & Jose Cardenas, $2,500 from Kathy & Raymond Palacios, $500 from Berry Lash, $1,000 from Dion Jeraldo Castro, $2,500 from Richard A Castro, $500 from Ruben Chavez, $1,000 from Garry Porras, $500 from Margarita & Edward Escudero, $1,500 from Maria & Eduardo Rodriguez, $1,000 from Duane E Murphy, $500 from Lucy & Juan Mimbela.

……

CONSENT AGENDA – REQUEST FOR PROPOSAL:

……

20. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2025-0298R Disaster Housing Consultant to H2O Partners, Inc. dba H2O Partners for a one (1) year term for an estimated amount of $360,635.00. This contract will allow the department to create a comprehensive and viable regional vulnerability assessment study that identifies regional vulnerabilities and establishes strategies to mitigate short-term and long-term housing needs in case of a disaster, with focus on disadvantaged communities and vulnerable populations.

Contract Variance: No prior contract to compare.

Department:	Fire
Award to:	H2O Partners, Inc. dba H2O Partners
City & State:	Austin, TX
Item(s):	All
Initial Term:	1 Year
Option Term:	N/A
Total Contract Time:	1 Year
Annual Estimated Award:	$360,635.00
Initial Term Estimated Award:	$360,635.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$360,635.00
Account(s):	322 - 2720 - 22130 - 522150 -G2223RCPGP
Funding Source(s):	Regional Catastrophic Preparedness Grant Program
District(s):	All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to H2O Partners, Inc. dba H2O Partners 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.

……..…….

CONSENT AGENDA – BIDS:

……..…….

21. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2025-0268 Roadside Tire Service to E&SG dba Industrial Tire Co. for an initial term of three (3) years for an estimated amount of $85,500.00. The award also includes a two (2) year option for an estimated amount of $57,000.00. The total contract time is for five (5) years for a total estimated amount of $142,500.00. This contract will provide roadside tire service for the Streets and Maintenance fleet.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $40,500.00 for the initial term, which represents a 90.00% increase due to increased costs for parts and services as well as an increase in the contract time from 6 months to 3 years.

Department:	Streets and Maintenance
Award to:	E&SG LLC DBA Industrial Tire Co.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$ 28,500.00
Initial Term Estimated Award:	$ 85,500.00
Option Term Estimated Award:	$ 57,000.00
Total Estimated Award:	$ 142,500.00
Account(s):	532 - 3600 - 531250 - 37020 - P3701
Funding Source(s):	Internal Service Fund
District(s):	All

This is a low bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to E&SG LLC dba Industrial Tire Co., the sole 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.

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

……

22. An Ordinance changing the zoning of Tracts 9 and 13, Save and Except that Portion of Tract 9 conveyed out to the State of Texas in Right-of-Way deed in Volume 550, Page 623, Sunnyfields Map No. 2, 7800 Alameda Avenue, and Tracts 10 and 14, Save and Except that Portion of Tract 10 conveyed out to the State of Texas in Right-of-Way deed in Volume 561, Page 155, Sunnyfields Map No. 2, 7804 Alameda Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 7800 and 7804 Alameda Avenue
Applicant: Vista del Sol Architectural Design, PZRZ24-00039

……

23. An Ordinance changing the zoning of Lots 15 to 20, Block 13, Hart's Survey No. 9, City of El Paso, El Paso County, Texas from C-1/sc (Commercial/special contract) and S-D (Special Development) to G-MU (General Mixed Use) and approving a Master Zoning Plan with a 32% parking reduction. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Arizona Avenue and East of N. Oregon Street
Applicant: Misifu, LLC, PZRZ24-00035

……

PUBLIC HEARING WILL BE HELD ON OCTOBER 28, 2025, FOR ITEMS 22 AND 23

……

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

……

24. ORDINANCE 019793

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00018, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTION TO REAR AND SIDE STREET SETBACKS ON THE PROPERTY DESCRIBED AS LOTS 28, 29, 30, AND 31, BLOCK 23, SECOND REVISED MAP OF SUNSET HEIGHTS, 506 RANDOLPH DRIVE, 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.**

Motion duly made by Representative Canales, seconded by Representative Fierro, 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.**

……..…….

25. ITEMS 25 AND 26 WERE TAKEN TOGETHER

ORDINANCE 019794

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 9, BLOCK 9, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-1 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

26. ORDINANCE 019795

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING THE FUTURE LAND USE MAP (FLUM) CONTAINED IN "PLAN EL PASO" FOR THE PROPERTIES LEGALLY DESCRIBED AS A PORTION OF TRACT 9, BLOCK 9, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM O-3, AGRICULTURE TO G-4, SUBURBAN (WALKABLE).**

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and carried that the Ordinances be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances 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 Ordinances, the same be and the same are hereby **ADOPTED.**

……..…….

27. ORDINANCE 019796

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00007, TO ALLOW FOR A GOVERNMENTAL USE, BUILDING ON THE PROPERTY DESCRIBED AS TRACT 1B, A.F. MILLER SURVEY 214, 6500 N. MESA STREET, 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 FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Motion duly made by Representative Canales, seconded by Representative Fierro, 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.**

……..…….

28. ORDINANCE 019797

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 1B (N/K/A TRACT 1B1), NELLIE D. MUNDY SURVEY NO. 243, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3A (RESIDENTIAL) TO P-R II (PLANNED RESIDENTIAL II). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, 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.**

……..…….

29. ORDINANCE 019798

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00003, TO ALLOW FOR A PROFESSIONAL OFFICE, FRONT, REAR AND SIDE SETBACK REDUCTION, AND 70% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 7, 8, AND 9, BLOCK 60, FRANKLIN HEIGHTS ADDITION, 1514 MONTANA AVENUE, 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.**

Mr. Luis Zamora, Chief Planner, presented a PowerPoint presentation (copy on file in the city Clerk's Office).

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

Mr. Kevin Smith, Planning and Inspections Assistant Director, commented.

Motion duly made by Representative Canales, seconded by Representative Fierro, 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.**

……..…….

30. ORDINANCE 019799

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS THE WEST 10 FEET OF LOT 22, ALL OF LOT 23, AND THE EAST 5 FEET OF LOT 24, BLOCK 17, COTTON ADDITION, 2320 MONTANA AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2 (APARTMENT) 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 BOUTIQUE 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.**

Motion duly made by Representative Canales, seconded by Representative Limón, 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.**

……..…….

31. ORDINANCE 019800

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00002, TO ALLOW FOR A 100% PARKING REDUCTION AND A REAR SETBACK REDUCTION ON THE PROPERTY DESCRIBED AS THE NORTHERLY 58.90 FEET OF LOT 16 AND THE NORTHERLY 58.90 FEET OF THE EASTERLY-HALF OF LOT 15, BLOCK 13, COTTON ADDITION, 809 N. EUCALYPTUS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.14.070 OF THE EL PASO CITY CODE.THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Mr. Luis Zamora, Chief Planner, presented a PowerPoint presentation (copy on file in the city Clerk's Office).

Mayor Johnson and Representatives Niño, Limón, Fierro, and Canales commented.

Mr. Kevin Smith, Planning and Inspections Assistant Director, commented.

Motion duly made by Representative Canales, seconded by Representative Limón, 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.**

……..…….

32. ORDINANCE 019801

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 54, CINECUE PARK SUBDIVISION, 8172 LOWD AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO R-2 (RESIDENTIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Motion duly made by Representative Limón, seconded by Representative Fierro, 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.**

……..…….

33. ORDINANCE 019802

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 1, SHADOW MOUNTAIN, 201 SHADOW MOUNTAIN DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM G-MU/C (GENERAL MIXED USE/CONDITIONS) TO C-1/C (COMMERCIAL/CONDITIONS) AND LOT 1, BLOCK 1, SHADOW MOUNTAIN UNIT TWO, 135 SHADOW MOUNTAIN DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM G-MU (GENERAL MIXED USE) TO C-1 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Motion duly made by Representative Canales, seconded by Representative Chávez, 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.**

……..…….

34. ORDINANCE 019803

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 3, BLOCK B, ARNOLD FOOTHILLS, 7750 ALABAMA STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1 (COMMERCIAL) TO A-O**

(APARTMENT/OFFICE). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

Motion duly made by Representative Acevedo, seconded by Representative Limón, 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:

……..…….

35. 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 8 discretionary funds, in an amount not to exceed $2,000.00, for the curation, construction, promotion, and/or programming of the El Paso Museum of History exhibit “Mountain of Gold: A History of East and Southeast Asian Cultures in El Paso del Norte, 1880s – 1980s” serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through entertainment, and by fostering community pride and encouraging civic engagement; 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.

Representative Canales commented.

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

……..…….

36. ITEM: Discussion and action to direct the City Manager to appoint a member to the Urban Waters Federal Partnership Steering Committee.

Representatives Acevedo, Boyar Trejo, Fierro and Limón commented.

Motion made by Representative Acevedo, seconded by Representative Boyar Trejo, and carried to **DIRECT** the City Manager to appoint a member to the Urban Waters Federal Partnership Steering Committee.

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

NAYS: Representative Fierro

……..……

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and carried to **RECESS** the meeting at 12:30 p.m. for lunch.

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

The Regular City Council Meeting was **RECONVENED** at 1:31 p.m.

……..…….

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

……..…….

37. ITEMS 37 AND 38 WERE TAKEN TOGETHER

Motion made by Representative Canales, seconded by Representative Maldonado-Rocha, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) for Solicitation 2026-0050 Toll System Maintenance and Equipment to The Revenue Markets, Inc., dba TRMI Systems Integration, the sole source provider for the computerized toll collection system maintenance and equipment, for a term of one (1) year for an estimated amount of $250,000.00.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $219,868.00 for the initial term, which represents a 729.68% increase due to replacement contract containing a contingency fund that assists in maintaining operations during unforeseen events, downtime and preventing loss of revenue.

Department:	International Bridges
Award to:	The Revenue Markets, Inc. dba TRMI Systems Integration
City & State:	Accord, NY
Item(s):	All
Initial Term:	1 Year
Option Term:	N/A
Total Contract Time:	1 Year
Year 1:	$250,000.00
Initial Term Estimated Award:	$250,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$250,000.00
Account(s):	564-3300-64830-522290 564-3300-64830-533030
Funding Source(s):	Operating Fund
District(s):	All

This is a Non-Competitive Award - Sole Source 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, copy rights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing and International Bridges Departments recommend award as indicated to The Revenue Markets, Inc., dba TRMI Systems Integration, 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.

Representative Canales commented.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Niño, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representatives Boyar Trejo, Fierro, and Limón

38. Motion made by Representative Canales, seconded by Representative Maldonado-Rocha, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) for Solicitation 2025-0290 Toll Collection System Upgrade to The Revenue Markets, Inc., dba TRMI Systems Integration, the sole source provider for the toll collection system upgrade and maintenance, for a (3) year term for an estimated amount of $6,177,406.32, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance: NA

Department:	International Bridges
Award to:	The Revenue Markets, Inc. dba TRMI Systems Integration
City & State:	Accord, NY
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$2,059,135.44
Initial Term Estimated Award:	$6,177,406.32
Option Term Estimated Award:	N/A
Total Estimated Award:	$6,177,406.32
Account(s):	190 - 4950 - 580270 - 38170 - PCP18IB005

This is a Non-Competitive Award - Sole Source 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 Purchasing & Strategic Sourcing and International Bridges Departments recommend award as indicated to The Revenue Markets, Inc., dba TRMI Systems Integration, 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.

Representative Canales commented.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Niño, and Canales
NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Boyar Trejo, Fierro, and Limón

……..……

39. *Motion made, seconded, and unanimously carried to **DELETE** the award of Solicitation 2025-0445 General Aviation Ramp Rehabilitation Stage 2 & 3 to International Eagle Enterprises, Inc. for a total estimated amount of $9,839,586.90. This project will consist of reconstructing approximately 155,000 square yards of General Aviation Ramp T-Hangar taxi lanes at El Paso International Airport to replace deteriorating pavement and improve drainage, including all taxi lanes between the T-Hangars and the west-side pavement serving both T-Hangar and corporate hangar operations.

Department:	El Paso International Airport
Award to:	International Eagle Enterprises, Inc.
City & State:	El Paso, TX
Item(s):	Base Bid I & Additive Alternate I
Contract Term:	630 Consecutive Calendar Days
Base Bid I:	$7,630,056.90
Additive Alternate I:	$2,209,530.00
Total Estimated Award:	$9,839,586.90
Account(s):	562-3080-62330-580270-G62A234902 562-3010-62335-580270-G62A234902
Funding Source(s):	Airport Infrastructure Grant Airport Improvement Program Federal Aviation Administration Grants Airport Enterprise Fund
District(s):	3

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing, El Paso International Airport, and Capital Improvement Departments recommend award as indicated to International Eagle Enterprises, Inc., the lowest responsive and responsible bidder.

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

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

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

……..……

40. Motion made by Representative Canales, seconded by Representative Maldonado-Rocha, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing to issue Purchase Order(s) to increase contract 2023-0258 Collector and above Street Resurfacing 2023 to International Eagle Enterprises. This change order will increase referenced contract by $1,559,200.00 for a total estimated amount not to exceed $22,851,633.25. This change order will allow for additional resurfacing of council approved

streets under the 2022 Community Progress Bond program to include milling, proof rolling of subgrade surface, rework of existing subgrade 2' and hot mix asphalt.

Department:	Streets and Maintenance
Award to:	International Eagle Enterprises, Inc
City & State:	El Paso, TX
Current Contract Estimated Amount:	$21,292,433.25
Change Order Award:	$1,559,200.00
Total estimated Amount not to Exceed:	$22,851,633.25
Account(s):	190-4825-29110-580270-PCP24ARTRESUR 190-4825-29110-580270-PCP25ARTRESUR
Funding Source(s):	Street Maintenance Funds 2024 - Community Progress Bond Top 50 Arterials 2025 - Community Progress Bond Top 50 Arterials
District(s):	All

This was a Competitive Sealed Proposal Award - unit price contract.

Representatives Maldonado-Rocha and Boyar Trejo commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Mr. Randy Garcia, Streets and Maintenance Director

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

……..…….

REGULAR AGENDA – OTHER BUSINESS:

……..…….

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

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 department, fund, or project, including for capital projects, in amounts not to exceed $100,000, to the extent permitted by law and budget transfers between departments, funds, or capital projects exceeding $100,000 require City Council approval; and

WHEREAS, the Fire Department requires a budget transfer that exceeds $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 the listed budget transfer to allocate budget from the Master Fire Renovation project for the Fire Station 8 PCP:

BT Number	Fund	Project	Increase /(Decrease)
BT2026-0012	4820	PCP20FDRENOMSTR	(1,511,007.25)
BT2026-0012	4820	PCP25FS08RENOV8	1,511,007.25

Mayor Johnson and Representative Canales commented.

The following City staff members commented:

- Mr. Daniel Garcia, Capital Improvements Assistant Director
- Ms. Dionne Mack, City Manager

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

……

42. **Item:** Discussion and action on a Resolution approving the 9% Low Income Housing Tax Credits (LIHTC) Evaluation Procedures as set forth in Attachment "A" of the Resolution. Attachment "A" supersedes in its entirety the Evaluation Procedures adopted on October 15, 2019.

Ms. Nickole Rodriguez, Community and Human Development Director, presented a PowerPoint presentation (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.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Karla Nieman, City Attorney

1ST MOTION
Motion made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and carried to **AMEND** page 10 of the Evaluation Procedures under Bonus Points (up to 10 Points) as follows:

Bonus Points (up to ~~10~~ 15 points) and add the following language that adds 5 extra points.

- *Bonus Points for Local Presence and Long-Term Accountability in El Paso (up to 5 points)*
  - *Applicants that have past experience involved in a development team constructing, operating, and/or providing affordable housing for residents who fit the demographic providing affordable housing for residents who fit the demographic profile to be served in El Paso (1 point)*
  - *At least 5 employees whose place of residence is in El Paso, TX for at least the last 2 years (1 point)*

- *5 or more years' experience as part of a development team financing, building, operating, or managing affordable housing in El Paso (1 point)*
- *Commitment to extend affordability beyond 30 years by at least 10 years (1 point)*
- *Applicants who agree to work with businesses and contractors based in the City of El Paso's city limits or ETJ (1 point)*

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

2ND MOTION
Motion made by Representative Canales, seconded by Representative Acevedo, to **AMEND** page 11 of the Evaluation Procedures under "Selection of the "Best" Application (Optional)" to strike out the section in its entirety and replace with the following language:

Option for City-Designated Priority Location
The policy will also include an option that the City may choose in any given year to prioritize one or more specific locations on City-owned property where applications for 9% Low-Income Housing Tax Credit support will be exclusively considered. In such years, only proposals for the designated locations will be scored and considered, and the scoring criteria shall otherwise remain unchanged.

The proposal of designated location(s) can be initiated by relevant City staff, or by any member of the Mayor and City Council with a request in writing to the City Manager, and such proposed locations shall be brought forward for consideration and selection by the City Council for the next applicable 9% Low-Income Housing Tax Credit cycle.

This targeted approach ensures that affordable developments are located in areas where there is a strategic need for housing, and that the City can maximize the utility of City-owned property for low-income housing.

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

Motion made by Representative Fierro, seconded by Representative Niño, to **POSTPONE** the item for **(2) TWO WEEKS.**

3RD MOTION
Motion made by Representative Limón, seconded by Representative Fierro, and carried to **AMEND** the motion to postpone the item to a Special City Council Meeting on Monday, October 6, 2025, at 9:00 a.m.

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

4TH AND FINAL MOTION
Motion made by Representative Fierro, seconded by Representative Niño, and carried to **POSTPONE** the item to a Special City Council Meeting on Monday, October 6, 2025, at 9:00 a.m.

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

……..……

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **ADJOURN** this meeting at 2:47 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
September 29, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
10:30 A.M.

The City Council met at the above place and date. The meeting was called to order at 10:31 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Deanna Maldonado-Rocha, Ivan Niño, and Chris Canales. Late arrival: Josh Acevedo and Art Fierro at 10:32 a.m., Cynthia Boyar Trejo at 10:34 a.m., and Lily Limón at 10:40 a.m.

AGENDA

1. Presentation on the 89th Legislative Session Wrap-Up Updates.

Ms. Jasmin Flores, Legislative Liaison, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Ms. Dionne Mack, City Manager, commented.

Mr. Snapper Carr, Managing Partner and General Counsel for Focused Advocacy, commented.

NO ACTION was taken on this item.

2. Envision El Paso Comprehensive Plan Update.

Ms. Kasi Schnell, Urban Planning and Design Comprehensive Plan Project Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Boyar Trejo, and Niño commented.

Ms. Dionne Mack, City Manager, commented.

NO ACTION was taken on this item.

EXECUTIVE SESSION

Motion made by Representative Niño, seconded by Representative Limón, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 11:36 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
Section 551.072 DELIBERATION REGARDING REAL PROPERTY

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

Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **ADJOURN** the Executive Session at 11:57 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. Real Estate Division Update. HQ#25-5035 (551.071) (551.072)

NO ACTION was taken on this item.

……

Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **ADJOURN** the meeting at 11:57 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

SPECIAL CITY COUNCIL MEETING MINUTES
October 6, 2025
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL 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, Josh Acevedo, Cynthia Boyar Trejo, Ivan Niño, and Lily Limón. Late arrivals: Art Fierro at 9:02 a.m., Chris Canales at 9:03 a.m., and Deanna Maldonado-Rocha at 9:08 a.m.

AGENDA

1. RESOLUTION

WHEREAS, in administering the 9% Low Income Housing Tax Credit ("LIHTC") Program, the Texas Department of Housing and Community Affairs ("TDHCA") scores and ranks applications using a point system that prioritizes certain criteria, such point system published in a Qualified Allocation Plan ("QAP"); and

WHEREAS, an application for 9% LIHTC may qualify for points if the applicant receives a resolution from the governing body of a municipality expressly setting forth that the municipality supports or has no objections to the application or development; and

WHEREAS, on August 23, 2016 the City Council approved evaluation criteria and procedures to be used in determining City support for 9% LIHTC proposals ("Evaluation Procedures"); and

WHEREAS, on October 15, 2019 the City Council approved an amendment to the Evaluation Procedures to be used in determining City support for 9% LIHTC proposals; and

WHEREAS, on February 4, 2025 the City Council directed the City Manager to amend the Evaluation Procedures to be used in determining City support for 9% LIHTC proposals; and

WHEREAS, on September 30, 2025 the City Council voted to discuss and act on this item on October, 6, 2025; and

WHEREAS, the City wishes to amend the Evaluation Procedures to align with City Council recommendations.

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

That the Evaluation Procedures adopted October 15, 2019 are amended with the document attached to this resolution as Attachment "A"*. Attachment "A" supersedes in its entirety the Evaluation Procedures adopted on October 15, 2019.

*Attachment "A" available at the City Clerk's Office.

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

The following City staff members commented:

- Ms. Nickole Rodriguez, Community and Human Development Director
- Ms. Dionne Mack, City Manager

1ST MOTION
Motion made by Representative Canales, seconded by Representative Acevedo, to **AMEND** the Policy by striking the section titled **Selection of the "Best" Application (Optional)** in its entirety.

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

2ND AND FINAL MOTION
Motion made by Representative Limón, 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

……

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** the meeting at 9:12 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

File #: 25-98, **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 #: 25-1228, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
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.

A Resolution authorizing the City Manager or designee to sign all documents related to the Rio Grande Council of Government's FY 2026 Regional Solid Waste Project Allocation COG managed program, in order to defray the costs of operating the City of El Paso's Scrap Tires Disposal Reimbursement Program and that the City Manager or designee is authorized to effectuate any budget transfers, any related agreements, amendments to such agreements, and documents after review and approval by the City Attorney's office, necessary to carry out the intent of this resolution.

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

DEPARTMENT: Environmental Services Department

REVISED
9:34 am, Oct 02, 2025

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

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

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

"A Resolution authorizing the City Manager or designee to sign all documents related to the Rio Grande Council of Government's FY 2026 Regional Solid Waste Project Allocation COG managed program, in order to defray the costs of operating the City of El Paso's Scrap Tires Disposal Reimbursement Program and that the City Manager or designee is authorized to effectuate any budget transfers, any related agreements, amendments to such agreements, and documents after review and approval by the City Attorney's office, necessary to carry out the intent of this resolution. "

BACKGROUND / DISCUSSION:

Environmental Services reimbursements received from RGCOG in previous years: FY14 $21,001.80; FY15 $15,834.89; FY16 $18,857.83; FY17 $24,673.44; FY18 $17,939.59; FY19 $18,926.832; FY20 none – COVID; FY21 $47,341.83; FY22 $7,217.71; FY23 $9,044.31; FY24 $14,868.58

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Routine item - same item is brought annually.

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: 2025.09.17 08:54:23 -06'00'

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

RESOLUTION

WHEREAS, the Rio Grande Council of Governments (RGCOG) is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the RGCOG adopted regional solid waste management plan; and

WHEREAS, the RGCOG created the Regional Solid Waste Project Allocation COG Managed Program to procure and implement solid waste management projects from local and regional political subdivisions within the State of Texas; and

WHEREAS, City of El Paso in the State of Texas is qualified to apply for grant funds from the Rio Grande Council of Governments FY2026 Regional Solid Waste Project Allocation COG Managed Program under the RGCOG Request for Applications; and

WHEREAS, the Rio Grande Council of Governments' FY2026 Regional Solid Waste Project Allocation COG Managed Program is administered by the Rio Grande Council of Governments, is divided between six Texas counties and can be used to address the disposal of materials from illegal dumping sites; and

WHEREAS, illegal dumping sites, including the illegal dumping of tires, can pose health and safety risks for the citizens of El Paso; and

WHEREAS, The City of El Paso established the Scrap Tire Reimbursement Program to reduce the illegal dumping of tires; and

WHEREAS, The City of El Paso finds it in the best interest of the citizens of El Paso to continue to operate the Scrap Tire Disposal Reimbursement for the fiscal year 2026; and

WHEREAS, the City of El Paso wants to apply for grant funds from the FY2026 Regional Solid Waste Project Allocation COG Managed Program in order to defray the costs of operating the Scrap Tires Disposal Reimbursement Program.

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

1. **THAT** the City Manager or designee is authorized to sign the application and any other documents required to apply for grant funds from the Rio Grande Council of

Governments FY2026 Regional Solid Waste Project Allocation COG Managed Program.

2. **THAT** the City Manager or designee is authorized to effectuate any budget transfers, any related agreements, amendments to such agreements, and documents after review and approval by the City Attorney's office, necessary to carry out the intent of this resolution.

APPROVED on this, the _____ day of _____, 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas N. Ybarra, Director
Environmental Services Department

Grant Information Form
Part A - Grant Application

Office of the Comptroller

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards.

Department:

Environmental Services

DUNS-058873019/UEI-KLZGKXNFVTL4

A. GRANT APPLICATION

A1. Department Programmatic Contact Person

Name:

Alyssa Flores

Title:

Accountant

Phone No.:

(915)212-6012

Email:

FloresAH@elpasotexas.gov

A2. Grant Data

Funding Agency:

Rio Grande Council of Governments

Grant Name:

Scrap Tire Disposal Reimbursement

CFDA/ALN: ('n/a' if unavailable)

N/A

Find Federal Program Information

Application Due Date:

October 03, 2025

NOTE: If application due date does NOT meet the 14 working day requirement, application MUST be accompanied with a memo from your DCM requesting a one-time exception in order to be processed.

Requires Signature or Review from:

- [ ] *Mayor*
- [x] *City Manager*
- [ ] *Legal Review*

A3. Financial Data

Amount of Granting Agency Funds Requested:

$ $40,000.00

Amount of City Matching Funds Requested:

$

Amount of In-Kind Funds Requested:

$

Amount of "other" matching Funds:

$

Other Matching Funds Source:

Total Amount Requested:

$ $40,000.00

A4. Grant Classification

- [x] *Competitive (award based on competition)*
- [ ] *Entitlement (set of funds determined by formula)*
- [ ] *Continuation (ongoing funding)*

Grant Information Form - Part A

A5. City Match Certification

Has City Match been secured by the Department Director?

☐ Yes ☐ No ● N/A

Is the match secured for the life of the grant?

☐ Yes ☐ No ● N/A

Does this grant allow for operating/administrative costs?

☐ Yes ● No ☐ % *Amount:* $

How is the match amount determined?

☐ *Fixed Amount:* $

☐ *Percentage of Project Cost:* %

☑ *Other (Please explain):*

N/A

For this fiscal year, how much of the local match amount is already in the department's budget:

$

Not budgeted:

$

Proposed source of match:

Description of Grant:

Environmental Services Department absorbs all of the costs related to tire collection and delivery to Tres Pesetas, LLC. The total proposed project cost will be paid by the City of El Paso. The Rio Grande COG Regional Solid Waste Grant monies will be used as reimbursement only. The amount of grant money will vary depending on the funds remaining at the close of the grant cycle. The City of El Paso would only receive funds that have not been spent by other recipients at the end of the year.

REQUIRED SIGNATURES

Preparer	*Date*	*Grants Administration Div.*	*Date*
eSigned via GovOS.com Alyssa Flores Key: 986a2d42-9362-46fc-ab00-18bf8cefb9a4	09-08-2025	eSigned via GovOS.com Elda Rodriguez-Hefner Key: 7b270d1a-4424-4b13-b80f-4f1544d1d4a3	09-09-2025
Department Director	*Date*	*Legal Review*	*Date*
eSigned via GovOS.com Nicholas Natividad Ybarra Key: 1e178a5a-70cb-46b9-bda9-4167055301bb	09-08-2025	eSigned via GovOS.com Joyce Garcia Key: 3d452f80-af40-419f-841d-863e6542f882	09-15-2025

RIO GRANDE COUNCIL OF GOVERNMENTS
IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENT QUALITY

FY 2026 REGIONAL SOLID WASTE PROJECT ALLOCATION
RIOCOG MANAGED PROGRAM

PROJECT ALLOCATION APPLICATION INSTRUCTIONS AND FORMS

A completed application must be received on October 3, 2025, at 12 PM MT/ 1 PM CT

Application must **be emailed** in Word and PDF to Marisaq@riocog.org

TABLE OF CONTENTS

PURPOSE 3

ELIGIBLE APPLICANTS 5

APPLICABLE STATUTES AND REGULATIONS 5

COMPLIANCE TOOLS FOR APPLICABLE STATUTES AND REGULATIONS 6

APPLICATION FORMS

Form 1: APPLICATION INFORMATION AND SIGNATURE PAGE 7

Form 2: AUTHORIZED REPRESENTATIVES 9

Form 3: CERTIFICATIONS AND ASSURANCES 10

Form 4: RESOLUTION 13

Form 5: PROJECT SUMMARY 14

Form 6a: Project Description 15

Form 6b: Project Cost Evaluation 16

Form 6c: Level of Commitment of the Applicant 17

Form 6d: Scope of Work 19

Form 7: Project Allocation Budget Summary 20

Form 7a: Detailed Matching Funds/In-Kind Services 21

Form 7d: Detailed Supply Expenses 22

Form 7e: Detailed Equipment Expenses 23

Form 7g: Detailed Contractual Expenses 24

Form 7h: Detailed Other Expenses 25

PURPOSE

The purpose of this program is for the Rio Grande Council of Governments (RIOCOG) to procure and implement solid waste management projects that support the goals and objectives of its adopted Regional Solid Waste Management Plan (RSWMP). To accomplish this goal, RIOCOG is seeking implementation projects from local and regional political subdivisions within the State of Texas. The projects must provide a direct measurable effect on reducing the amount of waste going into Texas landfills, by either diverting various materials from the municipal solid waste stream for beneficial use or by reducing waste generation at the source. If selected, RIOCOG will procure services or activities on behalf of the applicant's project.

Funding for this program is provided through a grant from the Texas Commission on Environmental Quality (TCEQ), under the authority of §361.014, Texas Health and Safety Code.

RIOCOG's major goals, which are based on the 2022-2042 Update of the Regional Solid Waste Management Plan are:

Goal #1: Promote planning to facilitate adequate services and facilities for the proper management and disposal of municipal solid waste.

Objective #1 A.	Identify areas with less than 10 years of municipal solid waste disposal capacity, and implement programs or actions to develop more capacity.
Objective #1 B.	Identify areas with inadequate collection, transportation, and disposal and processing facilities and/or services and implement programs to address those problems.
Objective #1 C.	Support regional and local efforts to identify areas with litter and illegal dumping problems, and implement programs to address those problems.
Objective #1 D.	Encourage the development of local solid waste management plans where necessary to ensure long-term capacity and the provision of services.
Objective #1 E.	Review municipal solid waste management facility permit applications for conformance with local and regional solid waste plans.
Objective #1 F.	Review municipal solid waste facility locations for Compatibility with surrounding land uses, zoning, growth patterns, and community land use plans.
Objective #1 G.	Encourage local stakeholder involvement in the review of proposed municipal solid waste facility applications.

GOAL #2: Provide technical support and services to promote local and regional municipal solid waste planning.

Objective #2 A.	The RIOCOG shall serve as the central point of contact for solid waste management information, outreach, and education and training programs.
Objective #2 B.	Develop regional cooperative service contracts such as household hazardous waste collection contracts or regional recyclables marketing contracts.
Objective #2 C.	Assess waste disposal needs and service needs to identify the best approach to meet those needs.
Objective #2 D.	Continue to develop and maintain an inventory of solid waste management facilities and services in the planning region.
Objective #2 E.	Benchmark and track the effectiveness of regional and local waste reduction and recycling efforts.

Goal #3: Reduce the amount of municipal solid waste disposed of, through waste reduction, recycling, and reuse.

Objective #3 A.	Use outreach and education programs as a catalyst for short-term program initiatives and for long-term changes in attitudes.
Objective #3 B.	Benchmark and track the effectiveness of regional and local waste reduction and recycling efforts.
Objective #3 C.	Target waste reduction and recycling activities to the major components of the waste disposal stream.
Objective #3D.	Target waste reduction and recycling activities to components of the waste stream that may pose special risks or problems.

ELIGIBLE APPLICANTS
Eligible entities are:

- Cities
- Counties
- Public schools and school districts (excluding universities and other postsecondary educational institutions)
- General and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities

Private and non-profit companies and organizations are not eligible entities to apply for this program. However, eligible applicants may request from RIOCOG to contract with private and non-profit entities to provide specific solid waste services or activities.

Entities that are subject to payment of state solid waste disposal fees and whose payments are in arrears are not eligible to receive a project allocation. In addition, entities that are barred from participating in state contracts by the Texas Comptroller of Public Accounts, under the provisions of §2155.077, Government Code, are not eligible to receive a project allocation.

APPLICABLE STATUTES AND REGULATIONS

The conduct of projects funded under this program shall be in accordance with all applicable state and local statutes, rules, regulations, and guidelines. The main governing standards, include, but are not be limited to the following:

1. Section 361.014(b), Texas Health and Safety Code;

2. Title 30 Texas Administrative Code Chapter 330, Subchapter O, TCEQ MSW Regulations (30 TAC Chapter 330, Subchapter O);

3. Chapter 14 of the TCEQ Regulations (30 TAC Chapter 14);

4. The Grant Contract between the Council of Governments and the TCEQ; and

5. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 TAC §§5.141 et. seq. (collectively, "UGMS").

COMPLIANCE TOOLS FOR APPLICABLE STATUTES AND REGULATIONS

It is the responsibility of the entity to identify the TCEQ rules and regulations which may apply to the implemented activity. All entities must comply with all applicable rules and regulations, even if the local government is exempt from notifying the TCEQ of the activity, e.g., local government recycling initiatives. The below links will be of assistance in ensuring compliance with the TCEQ rules and regulations.

For information on Regulations, Resources, and Guidance on Recycling Electronic Equipment, go to:
http://www.tceq.texas.gov/assistance/industry/e-recycling/e-recycling-regs.html.

For information on E-Recycling/Recycling Compliance Resources, go to:
http://www.tceq.texas.gov/assistance/industry/e-recycling/recycling-compliance.

To view our Compliance Overview Tools, go to:
http://www.tceq.texas.gov/assistance/industry/e-recycling/recycling-compliance#tools.

This is where you can find the E-recycling/Recycling Facility Compliance Checklist. Use the E-recycling/Recycling Facility Compliance Checklist to evaluate whether the recycling facility you intend to send recyclables to is an authorized facility. This will be a helpful tool to screen solid waste/recycling service providers that you may contract with, and prior to placing them on your lists of solid waste/recycling service providers, and/or placing links on your website to their web-site and information.

To see what authorizations a facility may have please check central registry at:
http://www.tceq.texas.gov/permitting/central_registry.

If an entity is unsure what regulations apply or have questions about authorizations listed in TCEQ's Central Registry, please call the TCEQ's Small Business and Local Government Assistance Section toll free at 1-800-447-2827. More information on this program is available at: http://www.tceq.texas.gov/assistance.

Rio Grande Council of Governments

FY 2026 REGIONAL SOLID WASTE PROJECT ALLOCATION PROGRAM

Form 1. Application Information and Signature Page

City of El Paso, Environmental Services Department
Applicant:

7968 San Paulo

El Paso, TX 79907
Address

Nicholas N. Ybarra, PE, CFM
Contact Person

$40,000
Funding Amount Proposed:

(915) 212-6000
Phone

(915) 212-6100
Fax

Date Submitted:

Project Category

- ☒ Litter and Illegal Dumping Cleanup and Community Collection Events
- ☐ Source Reduction and Recycling
- ☐ Local Solid Waste Management Plans
- ☐ Citizens' Collection Stations and "Small" Registered Transfer Stations
- ☐ Household Hazardous Waste (HHW) Management
- ☐ Educational and Training Projects

Signature

By the following signature, the Applicant certifies that it has reviewed the certifications, assurances, and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application.

Elda R. Hefner
Signature

Grants Administrator
Title

Elda Rodriguez-Hefner, CGFM
Typed/Printed Name

09/23/2025
Date

For Use By Rio Grande Council of Governments

Date application was received: _____

Does the application meet all of the required screening criteria: _____ Yes _____No

Is the application administratively complete: _____ Yes _____No

Project Application – Form 1

Form 2. Authorized Representatives

The Applicant hereby designates the individual(s) named below as the person or persons authorized to receive direction from the RIOCOG, to manage the work being performed, and to act on behalf of the Applicant for the purposes shown:

1. **Authorized Project Representative**

The following person is authorized to receive direction, manage work performed, sign required reports, and otherwise act on behalf of the Applicant.

Nicholas N. Ybarra
Signature

Nicholas N. Ybarra
Typed/Printed Name

Director, Environmental Services Department
Title

9-8-2025
Date

Authorized Financial Representative

In addition to the authorized project representative, the following person is authorized to act on behalf of the Applicant in all financial and fiscal matters, including signing financial reports and requests for reimbursement.

Elda R. Hefner
Signature

Elda Rodriguez-Hefner
Typed/Printed Name

Grants Administrator, Office of the Comptroller
Title

09/23/2025
Date

Project Application Form 2

Form 3. Certifications and Assurances

Certifications

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the RFGA. The following certifications are intended to help the RIOCOG to ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application**

The person signing this Application hereby certifies that he/she is the official contact regarding this Application and has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. **Application Contains No False Statements**

Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that the RIOCOG will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. **Governmental Status**

Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

A. City
B. County
C. Public school or school district (not including Universities or post-secondary educational institutions)
D. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authorities
E. Council of Governments

4. **Solid Waste Fee Payments**

Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed the State of Texas.

5. **Debarment from State Contracts**

Applicant certifies that it is not barred from participating in state contracts by the State of Texas Comptroller of Public Accounts under the provisions of §2155.077, Government Code.

6. **Conformance to Standards**

The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the proposed Scope of Work and the proposed expenditures, conforms to the eligible category standards and allowable expense and funding standards as set forth in the RFGA.

7. **Consideration of Private Industry**

The following certification only applies if the project is under one of the following grant categories:

A. Source Reduction and Recycling
B. Citizens' Collection Stations and "Small" Registered Transfer Stations
C. A demonstration project under the Educational and Training Projects category

Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the RFGA and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability (after completing Form 5) that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

8. **Consistency with Regional Solid Waste Management Plan**

Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations of the RSWMP of the RIOCOG.

9. ~~**Technical Feasibility**~~ **(Not Applicable)**

Applicant certifies that is has carefully reviewed its Scope of Work and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the RFGA.

10. **Costs Reasonable and Necessary**

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Scope of Work and the expenses outline in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

11. ~~**Certification by Law Enforcement Programs**~~ **(Not Applicable)**

If the Applicant is a law enforcement entity regulated by Chapter 1701 of the Texas Occupations Code, the Applicant certifies that it is in compliance with all rules developed by the Commission

on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 1701, Texas Occupations Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and the RIOCOG. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. **Compliance with Standard Pertaining to Real Property and Equipment**

Applicant provides assurances that, if funded, the Applicant will comply with the TxGMS and the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of the equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. Participation in TCEQ Recycling Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to annual recycling program surveys and/or other requests from the RIOCOG or the TCEQ for information on municipal solid waste management activities.

3. **Compliance with Progress and Results Reporting Requirements**

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to the RIOCOG on a schedule established by the RIOCOG, and additionally, to continue to document the results of the project activities for the life of the project; and to provide the RIOCOG with a follow-up results report approximately one year after the end of the grant term.

4. **Financial Management**

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by the RIOCOG.

5. **Compliance with Americans with Disabilities Act**

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 2013.

6. **Compliance with the Single Audit Act**

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Provisions of the Texas Grants Management Standards (TxGMS) prepared by the Texas Comptrollers of Public Accounts.

Provisions of the Single Audit Circular under the Standard Financial Management Conditions Section; Audit starting on page 40 of the TxGMS that applies to all recipients of funding under this grant.

7. **Compliance with Program and Fiscal Monitoring**

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Project Application

Form 3

Form 4. Resolution

A resolution authorizing the application must be approved by the governing body of the Applicant. Following this page is an example Resolution Form that may be used to prepare the required resolution.

To complete your application, please remove this page and replace it with a signed resolution of your entity's governing body.

The final Resolution Form will be submitted to Council on Tuesday, October 14th, 2025.

Project Application Form 4

Resolution
{Example}

Resolution of City of El Paso authorizing the filing of a grant application with the (RIOCOG) for a regional solid waste grants program grant; authorizing (person and/or title) to act on behalf of City of El Paso in all matters related to the application; and pledging that if a grant is received City of El Paso will comply with the grant requirements of the (RIOCOG), the Texas Commission On Environmental Quality and the State of Texas.

Whereas, the (RIOCOG) is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the RIOCOG's adopted regional solid waste management plan; and

Whereas, City of El Paso in the State of Texas is qualified to apply for grant funds under the Request for Grant Applications.

Now, therefore, be it resolved by City of El Paso IN (Location of office) Texas;

1. That (Name/title of individual) is authorized to request grant funding under the (RIOCOG) Request for Grant Applications of the Regional Solid Waste Grants Program and act on behalf of (Name of entity) in all matters related to the grant application and any subsequent grant contract and grant project that may result.
2. That if the project is funded, (Name of entity) will comply with the grant requirements of the (RIOCOG), Texas Commission on Environmental Quality and the State of Texas.
3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.
4. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

Passed and approved by (board or chief official as applicable) in (city), (state), on this the (number/day) day of (month), (year).

Elda R. Hefner

(Signature of Authorized Official)

Elda Rodriguez-Hefner

(Typed or Printed Name)

Form 5: Explanation Regarding Private Industry Notification

Applicable to Applicants under the following grant categories:

1. Source Reduction and Recycling
2. Citizens' Collection Stations and "Small" Registered Transfer Stations
3. A demonstration project under the Educational and Training Projects category

Form 5a. List of Private Service Providers Notified

Private Service Providers Contacted	Name and Position	Telephone Number	Date Notified

Project Application
Form 5a

Form 5b. Summaries of Discussions with Private Industry

(Refer to instructions concerning information to include on this form. Attach any written comments or input provided)

Form 6: Project Summary

Please provide a complete project summary. Reference the goals, objectives, and/or recommendations from the regional solid waste management plan that apply to the project, and how the project will assist in implementing the plan. Refer to the application instructions when completing these forms. If necessary, attach additional pages for each form.

Form 6a. Project Description

The City of El Paso Environmental Services Department would like to establish a scrap tire disposal reimbursement program. Below are the highlights of the tire disposal process for tires collected from solid waste services offered by our department.

Solid Waste customers are allowed to dispose of up to eight (8) tires per year at the Landfill or at any of our Citizen Collection Stations free of charge. Tires are also collected during illegal dumping clean-ups.

The Department absorbs all costs related to tire collection and delivery to Tres Pesetas, LLC, the tire disposal company contracted by the City of El Paso. The cost averages over $4,500 per month.

Money from this grant will be used to defray the costs of collecting tires from illegal dumping sites and similar tire clean-up projects. All residents benefit from this project.

Project Application
Form 6a

Form 6b. Project Cost Evaluation
(add additional pages as necessary)

Provide an evaluation of the costs associated with the proposed project. Explain how the total related costs of the proposed project were adequately considered; compare project costs to established averages or to normal costs for similar projects. Present the costs in unit terms, such as cost per ton, cost per customer, or cost per capita, as applicable. Describe any measurable costs savings, or reasonably justified costs of the project.

Total proposed project cost (including in-kind contributions) is: $ 40,000.00

The total proposed project cost will be paid by the City of El Paso. The Rio Grande COG Regional Solid Waste Grant monies will be used as reimbursement only. The amount of the grant money will vary depending on the funds remaining at the close of the grant cycle. The City of El Paso would only receive funds that have not yet been spent by other recipients at the end of the year.

Project Application
Form 6b

Form 6c. Level of Commitment of the Applicant

(add additional pages as necessary)

Provide information related to the Applicant's level of commitment to preferred solid waste management practices. If the proposed project is an ongoing service, demonstrate the ability to sustain the program beyond the term of the grant. Explain the extent to which the appropriate governing bodies support the proposed project.

Piles of illegal tires have been an eyesore as well as a thorn in the side of the City for some time. These are a health and safety issue because of their potential to be breeding grounds for mosquitos that carry viruses such as West Nile, Encephalitis and Zika. They are unsightly and make a poor first impression on visitors that enter the City from the East. City officials realize that many of these tires come from businesses and residents within the City limits of El Paso, therefore we have an obligation to help remove them. The City has been collecting illegally dumped tires for over 16 years. This grant will help defray a portion of the disposal expenses.

List any previously demonstrated commitment to preferred solid waste management practice, such as: implementing other solid waste management projects; involvement in a local or subregional solid waste management plan or study; membership in an environmental activity.

If the proposed project has received previous grant funding under this program, explain to what extent the proposal involves expansion of current services or operations, and present quantifiable documentation of the success of the project in order to warrant further funding. Demonstrate a good record of past grant contractual performance.

Environmental Services reimbursements received from RIOCOG in previous years:

FY14 $21,001.80; FY15 $15,834.89; FY16 $18,857.83; FY17 $24,673.44; FY18 $17,939.59; FY19 $18,926.32; FY20-none-COVID; FY21 $47,341.83; FY22 $7,217.71; FY23 $9,044.31; FY24 $14,868.58

Project Application
Form 6c

Form 6d. Scope of Work

(See application instructions. Add additional pages as necessary)

Provide a work program with a schedule of deliverables for the proposed project or program. The work program with the schedule of deliverables will be considered the Scope of Work to be performed under the contract agreement, if funded. Once the details of the work program have been negotiated with the Applicant and approved by the RIOCOG, the work program will be entered into the grant contract.

As concisely as possible, for each task of the proposed project, describe the major steps or activities involved, identify the responsible entities and establish a specific timeframe to accomplish each task. The scope of work for the project or program must include:

- Detailed purpose and goal of the project (should be consistent with implementing the goals, objectives, and recommendations from the regional solid waste management plan, as stated in the project description on Form 6a).
- Specific task statements with responsible entity identified.
- List of deliverables/products/activities under each task.
- Schedule of deliverables.

Invoices for all tires that are disposed of will be on file. At such time as funds are available, invoices for the amount of funds will be provided to the RGCOG. Even if no funds are received, the City of El Paso is committed to providing this service with our own funds. Tires are collected every day at the Citizen Collections Stations and the Landfill.

Project Application
Form 6d

Form 7. Grant Budget Summary

Please provide the following breakdown of the total amount of grant funding being requested:

Budget Category		Funding Amount
1.	~~Personnel/Salaries~~ -Not Applicable	$
2.	~~Fringe Benefits~~ – Not Applicable	$
3.	~~Travel~~ – Not Applicable	$
4.	~~Supplies~~	$
5.	Equipment	$
6.	~~Construction~~ – Not Applicable	$
7.	Contractual	$ 40,000 - MAX
8.	Other	$
9.	Total Direct Charges *(sum of 1-8)*	$ **40,000**
10.	Indirect Charges*	$
11.	Total *(sum of 9 - 10)*	$ 40,000

12. ~~Fringe Benefit~~ -Not Applicable 13. Rate:	% %	
13. Indirect Cost Rate:	% %	Will need a copy of the approved cognizant indirect letter

Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied:

In accordance with the TxGMS, indirect charges may be authorized if the Applicant has an indirect cost rate properly filed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the Applicant may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If you have an approved cost allocation plan, please enclose documentation of your approved indirect rate.

Please complete any of the following detailed budget forms that are applicable.

Project Application
Form 7

Form 7a: Detailed Matching Funds/In-Kind Services

This budget form should be completed if the Applicant is providing any level of matching funds or in-kind services directly related to the proposed project.

Matching Funds: $

In the space below, please explain in detail the application of any matching funds to be provided by the Applicant, as directly related to the proposed project:

In-Kind Services: $_____ (monetary equivalent)

In the space below, please explain in detail the application of any in-kind services to be provided by the Applicant, as directly related to the proposed project:

What is the TOTAL COST of the proposed project, considering the total grant funding requested, any matching funds being provided by the Applicant, and the monetary equivalent of any in-kind services being provided by the Applicant:

$ 40,000 Maximum total cost of the disposal contract

In-Kind: The City will pick up and deliver all illegally dumped tires to Tres Pesetas, LLC.

Project Application Form 7a

~~Form 7b: Detailed Personnel/Salaries Expenses~~ - Not Applicable

For each employee to be funded wholly or in part by this grant, complete one of the lines in the table below. Please refer to the definitions provided in the instructions in completing this sheet. If funds are awarded, changes to grant-funded positions must be approved in advance by the RIOCOG.

Position Title	Function	FTE	Status	Monthly Salary
				$
				$
				$
				$
				$
				$
				$
				$
				$
Total *(Must equal Line 1 of the Overall Budget Summary)*		$		

~~*Form 7c: Detailed Travel Expenses*~~ *– Not Applicable*

This budget form provides a more detailed breakdown of the total expenses for travel indicated on Line 3 of the Overall Budget Summary.

Please describe the types of routine in-region travel expenses expected and purpose for the travel.

Routine In-Region Travel	Purpose of Travel	Estimated Cost
		$
		$
		$
		$
		$

All out-of-state travel expenses and other non-routine travel, such as out-of-region travel to special training or events must be pre-approved by the RIOCOG. Complete the following information for all requested non-routine travel, including any out-of-state travel. If those details are not presently known, the RIOCOG will need to approve those travel costs before the travel occurs.

~~Non-Routine Travel Expenses~~ – Not Applicable

Date(s)	Purpose & Destination	Person(s)	Estimated Cost
			$
			$
			$
Total Travel Expenses *(Must equal Line 3 of the Overall Budget Summary)*		$	

~~Form 7d: Detailed Supply Expenses~~ – Not Applicable

This budget form provides a more detailed breakdown of the total expenses for supplies indicated on Line 4 of the Overall Budget Summary.

Please list the general types of supplies you expect to purchase with grant funding.

General Types of Supplies	Estimated Cost
~~General office/desk supplies~~ – Not Applicable	$
Other supplies *(explain below)*:	$
TOTAL *(Must equal Line 4 of the Overall Budget Summary)*	$

Form 7e: Detailed Equipment Expenses

All equipment purchases must be pre-approved by the RIOCOG. If the specific details of an equipment purchase are known, show that equipment on the list below. If the specific details of the equipment costs are not known at this time, list the general details on this form. The specific details of the equipment will then need to be provided to and approved by the RIOCOG before the costs are incurred.

Equipment ($10,000 or more per unit) *(Show description, type, model, etc.)*	Unit Cost	No. of Units	Total Cost
	$		$
	$		$
	$		$
	$		$
Total (Must equal Line 5 of the Overall Budget Summary)		$	

Project Application Form 7e

~~*Form 7f: Detailed Construction Expenses*~~ – *Not Applicable*

All construction projects must be pre-approved by the RIOCOG. If the specific details of the construction costs are not known at this time, list the general details on this form. The specific details of the construction will then need to be provided to and approved by the RIOCOG before the costs are incurred. For any subcontracted activities, the request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions).

Types of Construction	Subcontracted Yes/No	Estimated Cost
		$
		$
		$
		$
		$
Total *(Must equal Line 6 of the Overall Budget Summary)*		$

Form 7g: Detailed Contractual Expenses

All contractual expenses must be pre-approved by the RIOCOG. If the specific details of the contractual costs are not known at this time, list the general details on this form. The more specific details of the contractual costs will then need to be provided to and approved by the RIOCOG before the costs are incurred. The request for approval will need to include evidence that the contract price is reasonable and necessary (see instructions). In addition, the subcontract scope of work must be approved by the RIOCOG before work begins.

Purpose	**Contractor(s)**	**Contract Amount**
		$
		$
		$
		$
Total *(Must equal Line 7 of the Overall Budget Summary)*		$

Form 7h: Detailed Other Expenses

This budget form provides a more detailed breakdown of the total other expenses indicated on Line 8 of the Overall Budget Summary. *Please note that the final totals are at the bottom of the next page.*

Basic Other Expenses

Please identify the basic "Other" category expenses you expect to incur appropriate to the project.

Basic Other Expenses	Estimated Cost
~~Books and reference materials~~ – Not Applicable	$
Postage, ~~telephone, FAX, utilities~~ – Not Applicable	$
Printing/reproduction	$
Advertising/public notices	$
~~Registration fees for training (if approved)~~ – Not Applicable	$
~~Repair and maintenance~~ – Not Applicable	$
~~Basic office furnishings~~	$
~~Space and equipment rentals~~	$
Signage	$

Project Application
Form 7h

~~*Additional Other Expenses*~~ – Not Applicable

The specific details of additional "Other" category expenses, not included on the list of basic Other expenses, must be pre-approved by the RIOCOG. If the specific details of the additional Other expenses are not known at this time, list the general details on this form. The more specific details will then need to be provided to and approved by the RIOCOG before the costs are incurred.

Additional Other Expenses	Unit Cost	No. of Units	Total Cost
~~Computer hardware not listed under the Equipment category (itemize each expense below including description, type, model, etc.):~~ - Not Applicable	$		$
~~Computer software (itemize each expense below including description, type, model, etc.):~~ - Not Applicable	$		$
~~Additional Other expenses (itemize each expense below including description, type, model, etc.):~~ - Not Applicable	$		$
(Must equal Line 8 of the Overall Budget Summary)		$	

Project Application

Additional Other Expenses

Required Attachments to the Application

5. If indirect costs are included in the project budget, attach the Applicant's latest indirect cost allocation plan, including documentation of approval of the plan and the indirect cost rate by the Applicant's Federal Cognizant Agency or State Coordinating Agency.
6. If applicable, attach any written comments submitted by private industry *(see instructions for Form 5)*.
7. If the Applicant is a law enforcement entity, and if compliance with TCLEOSE rules is still pending, attach a certification from TCLEOSE to indicate that the Applicant is in the process of achieving compliance with the rules *(see Form 3, Certification No. 11)*.

II-D: Private Industry Notification

Return to Table of Contents

Example Notice to Private Industry

In accordance with the Private Industry Notification and Appeal Process requirements in the grant contract, the RIOCOG is to notify private entities providing recycling and solid waste services within the region, of the funding program and the process for working with applicants and/or the RIOCOG to discuss and resolve any private industry issues. The private industries must also be advised of the availability of project applications for review and comment.

The RIOCOG has a number of options for fulfilling these requirements, such as mailing the Requests for Applications (RFAs) to private industry or otherwise notifying them of the funding process, and including some form of notice or information to explain the process for resolving private industry issues. The accompanying *Example Notice to Private Industry* is intended to assist the RIOCOG in developing one or more notice forms that can be sent to private industries in the region to fulfill the notification requirements.

If there is an unresolved private industry concern about the project, it must be noted on the implementation project summary form, and copies of the private industry comments and the minutes or summaries of the SWAC and Board meetings where the project was discussed must be provided. Those minutes must include an explanation of why the SWAC and Board determined that the private industry concerns were not valid. Copies must also be provided of all notices sent to private industries that were opposed to the project, notifying them of the opportunity to appeal the decision to the TCEQ.

Example

FY (Insert New Fiscal Years) Regional Solid Waste Grant Program

{COG Name}

Notice to Private Industry Providing Recycling or Solid Waste Services

{Date}

This notice is issued by *{COG Name}* to advise private industries providing recycling or solid waste services within the *{COG Name}* region that applications are being accepted from local governments for grant funding for recycling and other solid waste management projects within the region. These funds are provided through a grant from the TCEQ, under the authority of Section 361.014, Texas Health & Safety Code.

In accordance with the statutory provisions, a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

In order to comply with these requirements, applicants with projects that will provide recycling or other solid waste services are asked to notify private industries providing similar services within the geographic service area of the project, to ensure that any questions about the proposed project can be addressed early in the application process. Note that this notification process is not required for projects where a recycling or solid waste service will not be provided. If a local government contacts you about a proposed project, we recommend that you respond as soon as possible with any concerns you may have about the project.

In addition to this coordination process by the local governments, the applications will be available for public review during the time period and at the location listed below.

Review Dates and Times:
Physical Location:

If you have any concerns about a proposed project, as it relates to compliance with the statutory provisions, you may submit written comments to the address below by *{date}*. If you submit comments, you will be notified of the date and time when the projects will be reviewed by our Solid Waste Advisory Committee and will be afforded the opportunity to discuss your concerns with the Committee.

Mailing Address:
Fax Number:
Email Address:

The Committee recommendations will be provided to our *{Board/Executive Committee}*, which will make the final project selection decisions. Per the procedures established by the TCEQ, if a private industry submits comments opposing a project based on the statutory provisions, and the project is selected for funding, that private industry may then appeal the project selection to the TCEQ.

For further information about this process, and for the dates and times when the applications will be considered, please contact *{Name}* at *{Phone Number}*

File #: 25-1230, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2
Planning and Inspections, Philip F Etiwe, (915) 212-1553
Planning and Inspections, Alex Alejandre, (915) 212-1642

AGENDA LANGUAGE:

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

That the El Paso City Council hereby renames a portion of the street currently known as Rosa Avenue to Hope Court, beginning at Raynolds Street and ending at Revere Street, illustrated on Exhibit "A" attached to the Resolution and in compliance with the El Paso City Code 19.15.140, and authorizes the City Manager to take the necessary steps to change the name herein described.

Location: East of Raynolds St. and South of Interstate 10
Applicant: Patrick Espinoza, SUNC25-00001

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

DEPARTMENT: Planning & Inspections

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE: 10/14/25

CONTACT PERSON NAME: Philip F Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Alex Alejandre **PHONE NUMBER:** (915) 212-1642

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

That the El Paso City Council hereby renames a portion of the street currently known as Rosa Avenue to Hope Court, beginning at Raynolds Street and ending at Revere Street, illustrated on Exhibit "A" attached hereto and in compliance with the El Paso City Code 19.15.140, and authorizes the City Manager to take the necessary steps to change the name herein described.

Location: East of Raynolds St. and South of Interstate 10
Applicant: Patrick Espinoza, SUNC25-00001

BACKGROUND / DISCUSSION:

Rosa Avenue was named and established as a 50-foot right-of-way on April 10, 1916. On September 11, 2025, the City Plan Commission recommended unanimous approval of the street name change request.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

The applicant will be required to pay all fees associated with the manufacturing and installation of new street signs in the amount of $381.98

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)

REVISED
5:41 pm, Sep 30, 2025

RESOLUTION

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

That the El Paso City Council hereby renames a portion of the street currently known as Rosa Avenue to Hope Court, beginning at Raynolds Street and ending at Revere Street., illustrated on Exhibit "A" attached hereto and in compliance with the El Paso City Code 19.15.140, and authorizes the City Manager to take the necessary steps to change the name herein described.

APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Russell Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe,
Planning & Inspections Department

EXHIBIT "A"

Street Name Change Request
EXIT 22 B RAMP
RAMP J RAMP
DURAZNO AVE
RAYNOLDS ST
I-10 HWY
GATEWAY EAST BLVD
RICK FRANCIS ST
ROSA AVE
REVERE ST
REVERE ST
I-10 HWY
23 B RAMP
RAMP
Rosa Avenue to Hope Court
0 37.5 75 150 225 300
Feet

SUBDIVISION

Rosa Avenue to Hope Court

City Plan Commission — September 11, 2025

CASE NUMBER/TYPE:	**SUNC25-00001 – STREET NAME CHANGE**
CASE MANAGER:	Alex Alejandre, (915) 212-1642, AlejandreAX@elpasotexas.gov
PROPERTY OWNER:	City of El Paso
REPRESENTATIVE:	Patrick Espinoza
LOCATION:	South of Interstate 10 and East of Raynolds St. (District 2)
STREET FEES:	$391.98
ZONING DISTRICT(S):	SCZ-Transect 6, T4O, and SD6 (Smart Code Zone)

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Street Name Change.

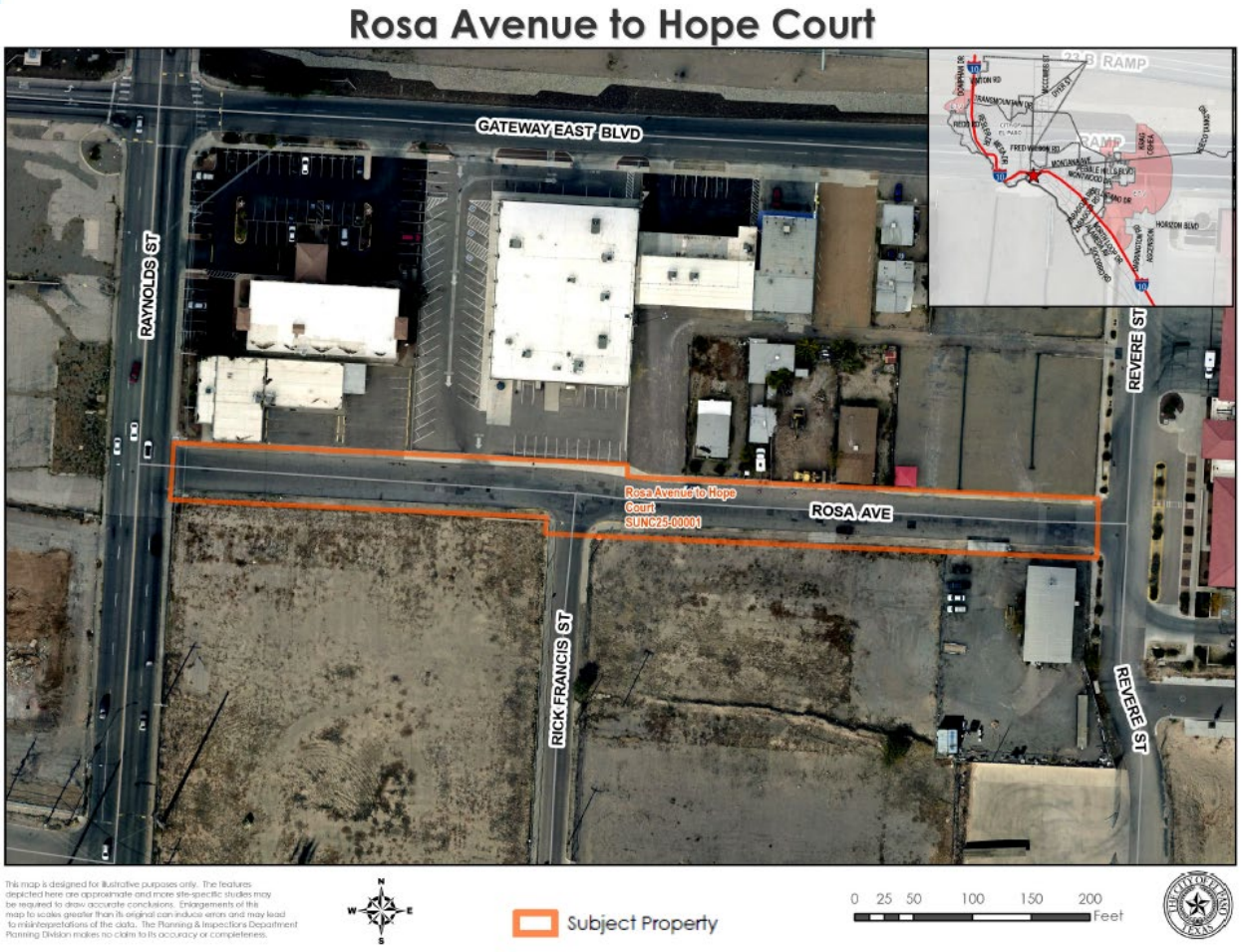


Figure A: Street with surrounding area

DESCRIPTION OF REQUEST: The applicant is proposing to rename a portion of Rosa Avenue (from Raynolds Street to Revere Street) to Hope Court. The applicant considers Hope Court a suitable name in order to mark the key entry point to a future Cancer Center. All property owners abutting the subject right-of-way are in agreement with the proposed street name change request.

CASE HISTORY/RELATED APPLICATIONS: Rosa Avenue was named and established as a 50-foot right-of-way on April 10, 1916.

STREET CHARACTER: Rosa Avenue runs West/East from Raynolds Street to Revere Street. Rosa Avenue is classified as a local street per the City of El Paso's Major Thoroughfare Plan (MTP).

PUBLIC COMMENT: N/A

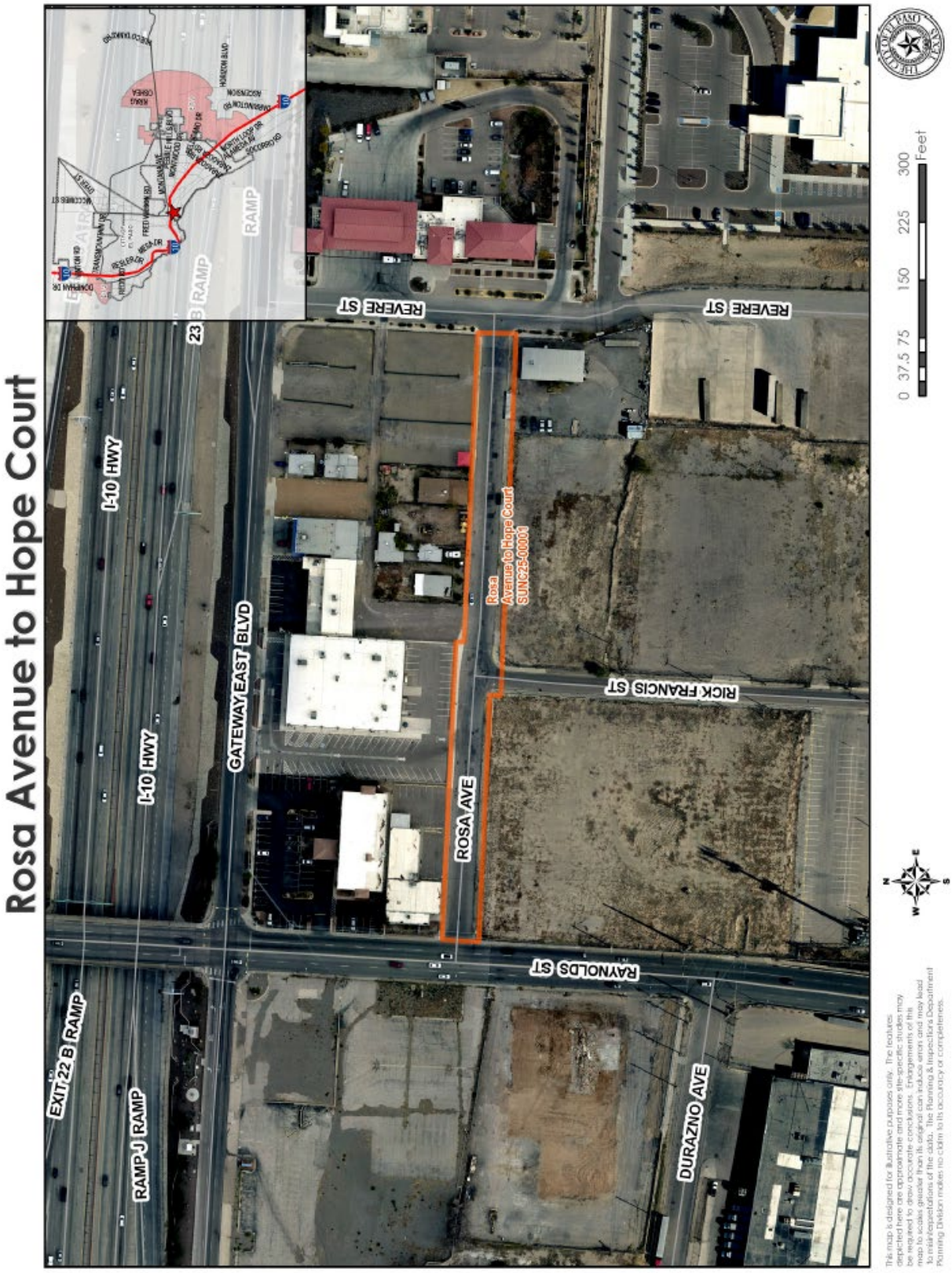
CITY PLAN COMMISSION OPTIONS:
The City Plan Commission (CPC) has the authority to advise City Council on street name change requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

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 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. Application
3. Streets and Maintenance Cost Estimate
4. Department Comments

ATTACHMENT 1



ATTACHMENT 2

Application for a Street Name Change

Please Print

Date: July 31, 2025

Applicant's Name: Texas Tech Health El Paso

Applicant's Address: 130 Rick Francis St.

Telephone Number: (Home) _____ (Work) 915-215-4193

Existing Street Name: Rosa Ave.

Proposed Street Name: Hope Blvd or Hope Drive

Reason for Request: Dear Mayor Johnson and City Council Members,

We respectfully request to change the name of the segment of Rosa Avenue (between Raynolds Street and Revere Street) to Hope Street to mark the key entry point to Texas Tech Health El Paso's future Fox Cancer Center, the only comprehensive cancer center in West Texas serving our vast Borderplex region.

(see more on attachment

Applicant's Signature: Patrick Espinoza

Fee: $2056.00 (Non-Refundable)

(For Office use only)

Date Accepted: 8/15/25 Accepted By: Chris Lane (For Street name change)

ATTACHMENT 3

Cityworks

Report Date 9/2/2025

SAM Detail Cost Summary Report

WORKORDERID 954672
DESCRIPTION SIGN
ACTUALSTARTDATE
ACTUALFINISHDATE
WOCLOSEDBY
ADDRESS ESTIMATE ESTIMATE

COMMENTS

LABOR

Employee		Hours	Regular Cost	Overtime Cost	Cost
VILLA, JOSE		2.00	$63.16	$0.00	$72.63
HUERTA, RENE		2.00	$54.86	$0.00	$63.09
	TOTALS	**4.00**	**$118.02**	**$0.00**	**$135.72**

EQUIPMENT

Equipment ID		Units	Hours	Unit Cost	Cost
18213 TRUCK F250 SUPERCAB PICKUP		1.00	2.00	$4.50	$9.00
	TOTALS	**1.00**	**2.00**	**$4.50**	**$9.00**

MATERIALS

Description		Units	Measure	Unit Cost	Cost
Sign Street Name 30 x 9		4.00	EA	$33.26	$133.04
Bracket street name sign VS556 4 way		4.00	EA	$6.78	$27.12
Cement Sakeret 60 lbs		2.00	BAG	$5.29	$10.58
Sign Street Name 30 x 9		2.00	EA	$33.26	$66.52
	TOTALS	**12.00**	**EA**	**$78.59**	**$237.26**

Work Order Number	Labor	Equipment	Material	Total Costs
954672	**$135.72**	**$9.00**	**$237.26**	**$381.98**

ATTACHMENT 4

Planning and Inspections Department- Planning Division
Developer / Engineer shall address the following comments:
1. The applicant will be required to coordinate with the Streets & Maintenance Department in order to update street signage.

El Paso County 911 District
Does not oppose the proposed name, as the addressing will not be in conflict with a street with the same name.

Streets and Maintenance Department
Traffic & transportation engineering has the following comments:

- No objections to application

El Paso Water
EPWater does not object to this request. EPWater requests a copy of the official street name change to update our records.

Water:
There is an existing 8-inch diameter water main extending along Rosa Ave., between Raynolds St and Rick Francis St. The water main is located approximately 15 feet south of the northern property line. This main is available to provide service.

There is an existing 4-inch diameter water main extending along Rosa Ave., between Rick Francis St. and Revere St. The water main is located approximately 17 feet south of the northern property line. This main is available to provide service.

Sanitary Sewer:
There is an existing 8-inch diameter sanitary sewer main extending along Rosa Ave. The sewer main is located approximately 20 feet north of the southern property line. This main is available to provide 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:
EPWater – SW has reviewed the above-described subdivision and has no objection to its approval.

Fire Department
No adverse comments.

Texas Department of Transportation
No TXDOT comments as there appears to be no work affecting the ROW.

Texas Gas
In reference to case SUNC25-00001 - Rosa Ave to Hope St, Texas Gas Service does not have any comments.

Planning and Inspections Department- Land Development Division
We have reviewed subject plats and recommend **Approval.** No objections to proposed name change.

Parks and Recreation Department
No comments received.

Sun Metro
No comments received.

El Paso Electric
No comments received.

El Paso County
No comments received.

El Paso County Water Improvement District #1
No comments received.

Capital Improvement Department
No comments received.

File #: 25-1243, **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
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.

A Resolution approving a Detailed Site Development Plan for Lots 16, 17, 18, 19, 20, 24, 25, 26 and a portion of Lots 21, 22, and 23, Block 3, Keystone Business Park and a portion of Kappa Road, 4160 Doniphan Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed detailed site plan 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: 4160 Doniphan Drive
Applicant: City of El Paso, PZDS25-00016

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE: 10/14/25

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: 1

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

A Resolution approving a Detailed Site Development Plan for Lots 16, 17, 18, 19, 20, 24, 25, 26 and a portion of Lots 21, 22, and 23, Block 3, Keystone Business Park and a portion of Kappa Road, 4160 Doniphan Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed detailed site plan 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: 4160 Doniphan Drive
Applicant: City of El Paso, PZDS25-00016

BACKGROUND / DISCUSSION:

The applicant is requesting approval of a Detailed Site Development Plan to allow for a recycling collection facility. City Plan Commission recommended 5-0 to approve the proposed Detailed Site Development Plan on August 14, 2025. As of September 30, 2025, the Planning Division has not received any communication in support or opposition to the request. See attached staff report for additional information.

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)

RESOLUTION

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR LOTS 16, 17, 18, 19, 20, 24, 25, 26 AND A PORTION OF LOTS 21, 22 AND 23, BLOCK 3, KEYSTONE BUSINESS PARK AND A PORTION OF KAPPA ROAD, 4160 DONIPHAN DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, CITY OF EL PASO**,** (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval. The detailed site development plan is subject to the development standards in the C-4/SC (COMMERCIAL/SPECIAL CONTRACT) **District** regulations and 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,

WHEREAS, a report was made by the staff to the City Plan Commission and a public hearing was held regarding such application;

WHEREAS, the City Plan Commission has approved and herein recommends Council approval of the subject detailed site development plan; and

WHEREAS, the City Council finds that the detailed site development plan meets all applicable requirements of the El Paso City Code:

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

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to permit a recycling collection facility as required under the **C-4/sc (Commercial/special contract)** District as per Section **20.04.150**, on the following described property, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference, which is located in a **C-4/sc (Commercial/special contract)** District:

   Lots 16, 17, 18, 19, 20, 24, 25, 26 and a portion of Lots 21, 22, and 23, Block 3, Keystone Business Park and a portion of Kappa Road, 4160 Doniphan Drive*, City of El Paso, El Paso County, Texas.*

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "B"** and incorporated herein by reference.

3. 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 C-4/SC (COMMERCIAL/SPECIAL CONTRACT) District regulations.

4. 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 C-4/SC (COMMERCIAL/SPECIAL CONTRACT) 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.

5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

APPROVED 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

(Agreement on following page)

DEVELOPMENT AGREEMENT

By execution hereof, CITY OF EL PASO, ("Owner"), identified in the Resolution to which this Development Agreement is attached, hereby covenant and agree, to develop the above-described property in accordance with the approved Detailed Site Development Plan, and in accordance with the standards applicable to the C-4/SC (COMMERCIAL/SPECIAL CONTRACT) District located within the City of El Paso.

EXECUTED this 11th day of September, 2025.

CITY OF EL PASO

By: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 11 day of September, 2025, by Yvette Hernandez, in his legal capacity on behalf of City of El Paso.

_____
Notary Public, State of Texas

My Commission Expires:

06-01-2026

Angel Rocha Arguedo NOTARY PUBLIC STATE OF TEXAS EXPIRES 06-01-2026 ID #131589869

EXHIBIT "A"
Metes and Bounds

Exhibit "A"

METES AND BOUNDS

The parcel of land herein described is Lot 16, 17, 18, 19, 20, 24, 25, 26 and a portion of Lots 21, 22 and 23, Block 3, KEYSTONE BUSINESS PARK and a portion of Kappa Road, an addition to the City of El Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows;

Commencing at an existing city monument lying on the monument line of Doniphan Drive (100 feet Public right-of-way) and the centerline of Kappa Road (76 feet Public right-of-way); Thence, North 56°01'00" East, along centerline of Kappa Road, a distance of 95.00 feet to a point; Thence, South 33°59'00" East, leaving said centerline, a distance of 38.00 feet to a point lying on the southeasterly right-of-way line of Kappa Road being the "TRUE POINT OF BEGINNING" of this description.

THENCE, North 56°01'00" East, along said right-of-way line, a distance of 412.84 feet to a point for a boundary corner;
THENCE, North 34°01'44" West, a distance of 76.00 feet to a point for a boundary corner lying on the northwesterly right-of-way line of Kappa Road (76 feet Public right-of-way)
THENCE, 74.86 feet, with a curve to the right, having a radius of 638.00 feet, a central angle of 06°43'23" and a chord which bears North 57°12'22" East, a distance of 74.82 feet to a point for a boundary corner;
THENCE, North 33°59'00" West, a distance of 130.46 feet to a point for a boundary corner;
THENCE, North 45°36'00" East, a distance of 400.78 feet to a point for a boundary corner;
THENCE, North 44°24'00" West, a distance of 371.28 feet to a point for a boundary corner;
THENCE, 1339.12 feet, with a curve to the left, having a radius of 988.03 feet, a central angle of 77°39'19" and a chord which bears South 81°37'23" East, a distance of 74.82 feet to a point for a boundary corner;
THENCE, North 88°23'28" East, a distance of 287.41 feet to a point for a boundary corner;
THENCE, North 01°00'10" West, a distance of 184.51 feet to a point for a boundary corner;
THENCE, South 40°06'02" East, a distance of 339.94 feet to a point for a boundary corner;
THENCE, South 47°56'58" West, a distance of 77.87 feet to a point for a boundary corner;
THENCE, South 40°06'05" East, a distance of 400.00 feet to a point for a boundary corner;
THENCE, South 00°00'00" East, a distance of 117.12 feet to a point for a boundary corner;
THENCE, South 64°19'00" West, a distance of 563.14 feet to a point for a boundary corner;
THENCE, North 25°14'00" West, a distance of 12.65 feet to a point for a boundary corner;
THENCE, North 77°54'43" West, a distance of 517.48 feet to a point for a boundary corner;
THENCE, North 87°59'14" West, a distance of 459.89 feet to a point for a boundary corner;

THENCE, South 56°02'43" West, a distance of 748.17 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 1,267,868.09 Square Feet (29.1063 acres) of land, more or less.

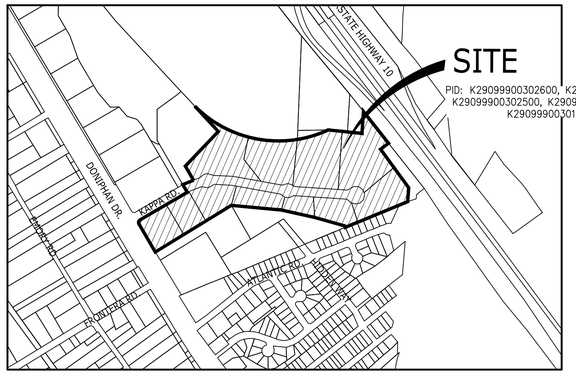
A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SLI ENGINEERING, INC.
Consulting Engineers—Land Surveyors

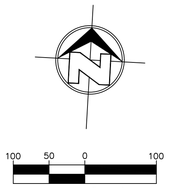
Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998

02/ 03/ 2024

EXHIBIT "A"



VICINITY MAP
SCALE: 1"=600'



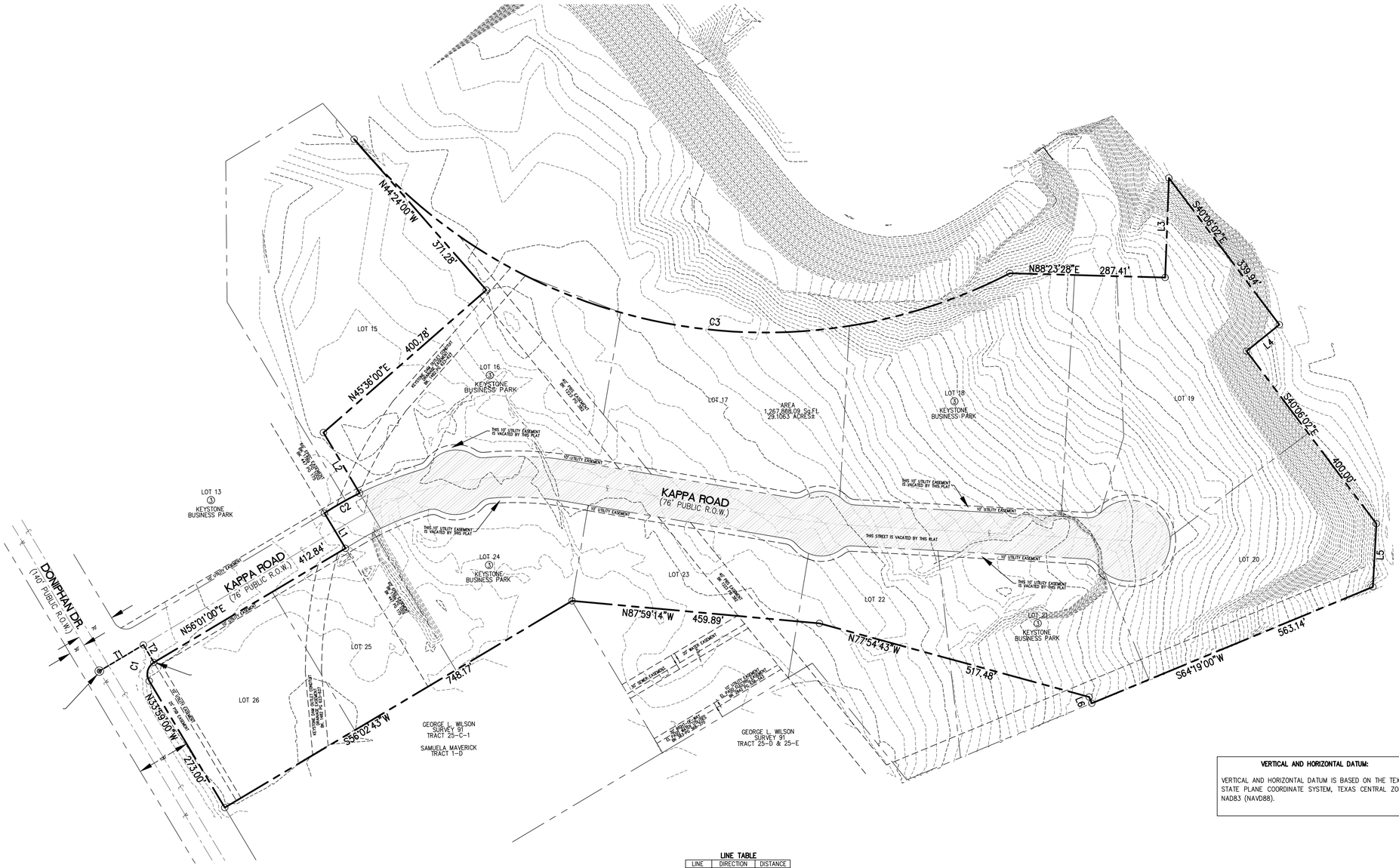
SCALE: 1"=100'

IMPORTANT BOUNDARY NOTE

THIS DOCUMENT REPRESENTS THE TOPOGRAPHIC AND IMPROVEMENT SURVEY INFORMATION ONLY. BOUNDARY INFORMATION WAS BASED ON KEYSTONE BUSINESS PARK. NO PHYSICAL PROPERTY CORNERS, MONUMENTS AND/OR SECTION CORNER WERE FOUND. SLI ENGINEERING, INC. WILL NOT BE LIABLE FOR ANY DISCREPANCIES AND/OR OMISSIONS RELATED TO THE BOUNDARY INFORMATION ON THIS DOCUMENT.

EL PASO WEST COLLECTION CENTER

LOTS 16, 17, 18, 19, 20, 24, 25, AND 26, AND A PORTION OF LOTS 21, 22, AND 23, BLOCK 3 AND A PORTION OF KAPPA ROAD, KEYSTONE BUSINESS PARK, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 29.1063 ACRES ±



METES AND BOUNDS

The parcel of land herein described is Lot 16, 17, 18, 19, 20, 24, 25, 26 and a portion of Lots 21, 22 and 23, Block 3, KEYSTONE BUSINESS PARK and a portion of Kappa Road, an addition to the City of El Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows;

Commencing at an existing city monument lying on the monument line of Doniphan Drive (100 feet Public right-of-way) and the centerline of Kappa Road (76 feet Public right-of-way); Thence, North 56°01'00" East, along centerline of Kappa Road, a distance of 95,00 feet to a point; Thence, South 33°59'00" East, leaving said centerline, a distance of 38,00 feet to a point lying on the southeasterly right-of-way line of Kappa Road being the "TRUE POINT OF BEGINNING" of this description,

THENCE, North 56°01'00" East, along said right-of-way line, a distance of 412.84 feet to a point for a boundary corner;
THENCE, North 34°01'44" West, a distance of 76,00 feet to a point for a boundary corner lying on the northwesterly right-of-way line of Kappa Road (76 feet Public right-of-way)
THENCE, 74.86 feet, with a curve to the right, having a radius of 638,00 feet, a central angle of 06°43'23" and a chord which bears North 57°12'22" East, a distance of 74,82 feet to a point for a boundary corner;
THENCE, North 33°59'00" West, a distance of 130,46 feet to a point for a boundary corner;
THENCE, North 45°36'00" East, a distance of 400,78 feet to a point for a boundary corner;
THENCE, North 44°24'00" West, a distance of 371,28 feet to a point for a boundary corner;
THENCE, 1339,12 feet, with a curve to the left, having a radius of 988,03 feet, a central angle of 77°39'19" and a chord which bears South 81°37'23" East, a distance of 74,82 feet to a point for a boundary corner;
THENCE, North 88°23'28" East, a distance of 287,41 feet to a point for a boundary corner;
THENCE, North 01°00'10" West, a distance of 184,51 feet to a point for a boundary corner;
THENCE, South 40°06'02" East, a distance of 339,94 feet to a point for a boundary corner;
THENCE, South 47°56'58" West, a distance of 77,87 feet to a point for a boundary corner;
THENCE, South 40°06'05" East, a distance of 400,00 feet to a point for a boundary corner;
THENCE, South 00°00'00" East, a distance of 117,12 feet to a point for a boundary corner;
THENCE, South 64°19'00" West, a distance of 563,14 feet to a point for a boundary corner;
THENCE, North 25°14'00" West, a distance of 12,65 feet to a point for a boundary corner;
THENCE, North 77°54'43" West, a distance of 517,48 feet to a point for a boundary corner;
THENCE, North 87°59'14" West, a distance of 459,89 feet to a point for a boundary corner;
THENCE, South 56°02'43" West, a distance of 748,17 feet back to the "TRUE POINT OF BEGINNING" of this description,

Said parcel of land containing 1,267,868.09 Square Feet (29.1063 acres) of land, more or less.

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND IS IN COMPLIANCE WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS.

GUILLERMO LICON, RPLS 2998

VERTICAL AND HORIZONTAL DATUM:

VERTICAL AND HORIZONTAL DATUM IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (NAVD88).

LEGEND

BOUNDARY SYMBOL	○
BOUNDARY LINE	▬▬▬
EASEMENT LINE	– – – –

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N34°01'44"W	76.00'
L2	N33°59'00"W	130.46'
L3	N01°00'10"W	184.51'
L4	S47°56'58"W	77.87'
L5	S00°00'00"E	117.12'
L6	N25°14'00"W	12.65'

CURVE TABLE

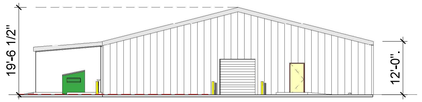
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	25.00'	39.28'	35.36'	N11°01'00"E	90°00'54"
C2	638.00'	74.86'	74.82'	N57°12'22"E	06°43'23"
C3	988.03'	1339.12'	1238.95'	S81°37'23"E	77°39'19"

SLI ENGINEERING, INC.
CIVIL ENGINEERS – LAND SURVEYORS
LAND PLANNERS – CONSTRUCTION MANAGEMENT
6600 WESTWIND DR. – EL PASO, TEXAS – 79912 – (915) 584-4457

PREPARATION DATE: 02/24/2025

EXHIBIT "B"
Detailed Site Plan

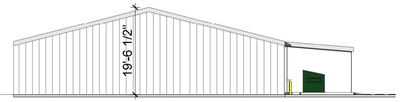
EXHIBIT "B"



3 COUNTRY STO. NORTH ELEV.
1/16" = 1'-0"

4 EAST ELEVATION
1/16" = 1'-0"

5 WEST ELEVATION
1/16" = 1'-0"



6 SOUTH ELEVATION
1/16" = 1'-0"

LANDSCAPE CALCULATIONS			
LANDSCAPE AREA REQUIRED			
TOTAL LOT AREA	1,267,868 SQ FT	**REQUIRED LANSDSCAPE AREA** RE: 18.46.090 -A.7 (TOTAL LOT - BLDG AREA) x 0.15	188,890 SQ FT
TOTAL BUILDING AREA	8,604 SQ FT		
LOT 1 - PHASE 1 - CCS	665,346 SQ FT	**PROVIDED TOTAL LANDSCAPE**	245,000 SQ FT
LOT 1 - PHASE 2 - FUTURE	501,196 SQ FT	REQUIRED LANDSCAPE (FOR LOT 1 PHASE 1 - BUILDING AREA) X 0.15	98,511 SQ FT
LOT 2	101,326 SQ FT	REQUIRED LANDSCAPE FOR LOT 1 PHASE 2 X 0.15	75,179 SQ FT
WE ARE PROVIDING PLANT MATERIAL ONLY FOR PHASE 1, BUT WE ARE PROVIDING ENOUGH LANSDCAPE AREA FOR ALL THREE PHASES		REQUIRED LANDSCAPE FOR LOT 2 X 0.15	15,199 SQ FT

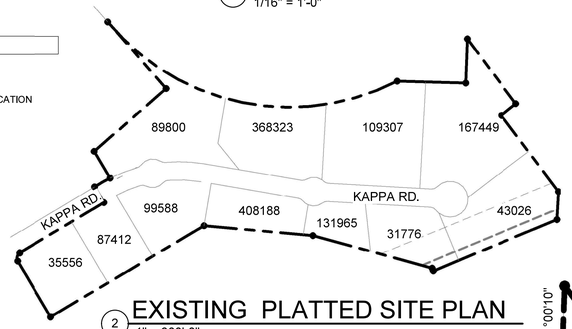
ZONING CODE APPENDIX B TABLE OF DENSITY AND DIMENSIONAL STANDARDS			
ZONING		C-4/SC	COMERCIAL SPECIAL CONTRACT 008929
BUILDING SEATBACKS (FEET)	**MINIMUM FRONT YARD**	0	20+20 - SPECIAL PERMIT
	MINIMUM REAR YARD	10	
	MINIMUM CUMULATIVE FRONT & REAR YARD TOTAL	NA	
	MINIMUM SIDE YARD	0	150' FROM RESIDENTIAL - RECYCLING REQ.
	MINIMUM SIDE STREET YARD	NA	
	MINIMUM CUMULATIVE SIDE & SIDE STREET YARD TOTAL	NA	
OTHER STANDARDS SUPLEMENTAL REGULATIONS 20.10.520		SEE CHAPTER 20.10 FLOOR AREA RATIO OF 1.5	
MINIMUM HEIGHT LIMITATION IN FEET		60; MAY EXCEED 60' WHEN AN ADDITIONAL SETBACK OF ONE FOOT IS PROVIDED FROM ALL ADJACENT YARDLINES FOR EACH FOOT OF HEIGHT IN EXCESS OF 60.	

7 CONTAINER ELEV.
1/16" = 1'-0"

8 GUARD ELEV.
1/16" = 1'-0"

LEGEND

- FH — NEW FIRE HYDRANT LOCATION
- LIGHTING POLE - 16 FT
- PROPERTY LINE
- SEATBACK LINE
- SCREENING FENCE
- SOUND BARRIER WALL FENCE
- EXISTING EASTMENT
- CONCRETE PAVING
- CONCRETE SIDEWALK
- LIGHT DUTY ASPHALT
- LANDSCAPE AREA
- LANDSCAPE NATURAL AREA
- HEAVY DUTY ASPHALT
- ARCHEOLOGICAL CORE



2 EXISTING PLATTED SITE PLAN
1" = 300'-0"

R-4
ARCHEOLOGICAL
CONSERVANCY

R-4
KEYSTONE DAM

CITIZEN COLLECTION STATION

LOT 1
PHASE 1

KEYSTONE HERITAGE PARK

ARCHEOLOGICAL CORE
AVOIDANCE BY DESIGN
natural desert landscape

PROPOSED LOCATION CHAIN-LINK FENCE

PUBLIC ACCESS GATE

GUARDHOUSE

COUNTRY STORE

CONTAINER

PARKING

POTENTIAL FUTURE ACCESS

1 VAN ACCESIBLE 9'-0" WITH 9'-0" AISLE, AND 1 ADA ACCESIBLE 9'-0"

DUMPSTER

OVERHANG PORCH

BIKE RACK

POND

ROLL-OFF AREA

CONTAINER BAYS

6'-0" HIGH SCREENING CHAINLINK FENCE

6'-0" HIGH CONCRETE SOUND BARRIER WALL

5 FT SIDEWALK

20 FT EASEMENT ACCESS

PEDESTRIAN ACCESS

ENVIROMENTAL SERVICES ACCESS

EXISTING CHAINLINK FENCE

EXISTING CHAINLINK FENCE & SIDEWALK

CONCRETE

30' SEWER EASEMENT

20' WATER EASEMENT

30' RIGHT OF WAY EL PASO WATER UTILITIES BK 363 PG 368-370

10' UTILITY EASEMENT EL PASO ELECTRIC EASTMENT BK 2842 PG 538-343

KEYSTONE DAM OUTLET CONDUIT DRAINAGE EASEMENT BK 1482 PG 623-627

60' EPEC EASEMENT BK 1789 PG 1002 BK 441 PG 175

40' PBS EASEMENT BK 1223 PG 392

KAPPA ROAD (76' PUBLIC R.O.W.)

DONIPHAN DR. (140' PUBLIC R.O.W.)

10' UTILITY EASEMENT

EXISTING SIDEWALK

40' FRONT SETBACK

EXISTING CHAINLINK FENCE - 8 FT

4' - 0" EXISTING CHAINLINK FENCE

GEORGE L. WILSON SURVEY TRACK 25-C-1

SAMUELA MAVERIC TRACK 1-D

R-4
KEYSTONE DAM

I-10

40' REAR SETBACK

R-4
VACANT

FUTURE PROJECT

LOT 1
PHASE 2

WATER HARVESTING / POND

LOT 2

EXIST.
R-5

C-4
VACANT

371.28' NW 44°24'00"
NE 45°36'00"
400.78'
NW 33°59'00"
130.46'
74.86'
NE 57°12'22"
NW 34°01'44"
412.84'
NE 56°01'00"
459.89' NW 87°59'14"
748.17' SW 66°02'43"
1,339.12' SE 81°37'23"
287.41' NE 88°23'28"
339.94' SE 40°06'02"
184.51' NW 01°00'10"
77.87' SW 41°56'58"
400' SE 40°06'05"
117.12' SE 00°00'00"
517.48' NW 87°59'14"
NW 25°14'00"
563.14' SW 64°19'00"
EXISTING CHAINLINK FENCE 12.65'

BUILDING AREAS	
AREA	**SQ. FT.**
TOTAL LAND AREA	**1,267,868 sf**
GUARDHOUSE (BUSINESS "B")	344 sf (includes porch)
COUNTRY STORE BUILDING (STORAGE "S-1")	5,860 sf (includes 1,020 sf porch)
CONTAINER BUILDING (STORAGE "S-1")	2,400 sf
	8,604 SQ. FT
LIGHT ASPHALT	58,262 SQ. FT
HEAVY DUTY ASPHALT	8,340 SQ. FT
CONCRETE	62,340 SQ. FT
POND	34,434 SQ. FT
6'- 4 " RETAINING WALL	1,030 LF
4" DIA METAL FENCE	723 LF

ACREAGE TABULATION			
AREA	**SQ. FT.**	**ACRES**	**%**
TOTAL LAND AREA	**1,267,868 SQ FT**	**29.1**	100
BUILDING FOOT PRINT	8,604 SQ FT	0.19	0.68
LIGHT ASPHALT AREA	58,262 SQ FT	1.34	5
HEAVY ASPHALT AREA	8,340 SQ FT	0.19	1
PAVED CONCRETE AREA	62,340 SQ FT	1.43	5
PONDING AREA	34,434 SQ FT	0.79	3
LANDSCAPE AREA	63, 981 SQ FT	1.47	6

ZONING CODE APPENDIX C TABLE OF PARKING RQUIREMENTS AND STANDARDS							
5.00	**MANUFACTURING, PROCESSING & ASSEMBLING**	**AUTOMOBILE & LIGHT TRUCK**		**BICYCLE**	**HEAVY TRUCK TRAILER**	**GRAVEL SCREEN PARKING**	
		MINIMUM	**MAXIMUM**			**MINIMUM**	**MAXIMUM**
5.26	**RECYCLING CENTER (LARGE)**	1/1,440 SF GFA	1/1,000 SF GFA	3 SPACES	1/50,000 SF	ALLOWED	2C
	7,584 SQ FT	REQUIRED 7,584/1,440 SF 5.26	REQUIRED 7,584/1,000 SF 7,584		7,584 /50,000 SF 0.1640		
			PROVIDED 7	PROVIDED 3 SPACES	(NOT REQUIRED)		PROVIDED ASPHALT & CONCRETE

1 DETAIL SITE DEVELOPMENT PLAN
1" = 80'-0"

40' 80' 160'
1" = 80' - 0"

N

PROPERTY DATA
LEGAL DESCRIPTION
4160 DONIPHAN DR EL PASO TX, 79922
LOTS 16,17,18,19,20,24,25, AND 26, AND A PORTION OF LOTS 21,22 AND 23, BLOCK 3 AND A PORTION OF KAPPA ROAD, KEYSTONE BUSINESS PARK, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
9/11/25
DATE
Yvette Hernandez 9/11/25
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

WDA Wright & Dalbin
Planning · Architecture · Construction

THE USE OF THIS SEAL IS AUTHORIZED BY THE ARCHITECT WHOSE NAME APPEARS. ANY UNAUTHORIZED USE IS UNLAWFUL AND MEMBERS/EMPLOYEES OF THIS SEAL SHALL NOT BE LIABLE, DIRECT OR INDIRECT, WHICH MAY RESULT FROM ITS USE. NO PERSON MAY MAKE ANY MODIFICATION TO THIS ELECTRONIC DRAWING FILE WITHOUT THE ARCHITECTS WRITTEN PERMISSION.

THIS DRAWING AND RELATED SPECIFICATIONS, FIELD DATA, NOTES, AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY WRIGHT & DALBIN ARCHITECTS, INC. OR ANY ALTERATIONS OF SERVICE, AND SHALL REMAIN THE PROPERTY OF WRIGHT & DALBIN ARCHITECTS, INC.

THIS DRAWING CAN BE USED AS A BACKGROUND.

IF YOU ENCLOSE HAVE ANY COMPLAINTS REGARDING THIS ARCHITECTURAL FIRM, PLEASE BE INFORMED THAT THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS HAS JURISDICTION OVER COMPLAINTS REGARDING THE PROFESSIONAL PRACTICE OF ARCHITECTURE. THE MAILING ADDRESS IS: TBAE, P.O. BOX 12337, AUSTIN, TEXAS 78711, (512) 305-9000.

COPYRIGHT 2024 WRIGHT & DALBIN ARCHITECTS, INC.

REGISTERED ARCHITECT KENNEL BATALLER 28661 STATE OF TEXAS

CONSULTANTS

CONTRACT DOCUMENTS COORDINATION

THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT. AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS COINCIDENTAL.
GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

DONIPHAN CITIZEN COLLECTION STATION

4160 Doniphan Dr, El Paso, Texas, 79922

OWNER
CITY OF EL PASO

CITY OF EL PASO TEXAS

NOT FOR CONSTRUCTION

MARK	DATE	DESCRIPTION

0000
06/30/25
MR
ABR

SHEET TITLE

DETAIL SITE PLAN REVIEW

DS-101

C:\Users\the_m\Documents\23116\Citizen_Collection_Station+R2S_mramirarnirez83WUW.rvt
7/17/2025 4:43:17 PM

ZONING

4160 Doniphan

City Plan Commission — August 14, 2025

SITE PLAN

CASE NUMBER:	**PZDS25-00016**
CASE MANAGER:	Blanca Perez, (915) 212-1561, PerezBM@elpasotexas.gov
PROPERTY OWNER:	City of El Paso
REPRESENTATIVE:	Wright and Dalbin Architects
LOCATION:	4160 Doniphan Drive (District 1)
PROPERTY AREA:	29.10 acres
REQUEST:	Detailed Site Development Plan Approval per Ordinance No. 8929
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None

SUMMARY OF REQUEST: The applicant is requesting approval of a Detailed Site Development Plan review as required per Ordinance No. 8929, dated March 3, 1987, requiring approval from both City Plan Commission and City Council prior to issuance of building permits. The applicant proposes to develop the subject property as a large recycling collection facility.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed use is permissible by right in the C-4/sc (Commercial/special contract) zone district and is compatible with surrounding commercial uses. The proposed development meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan.

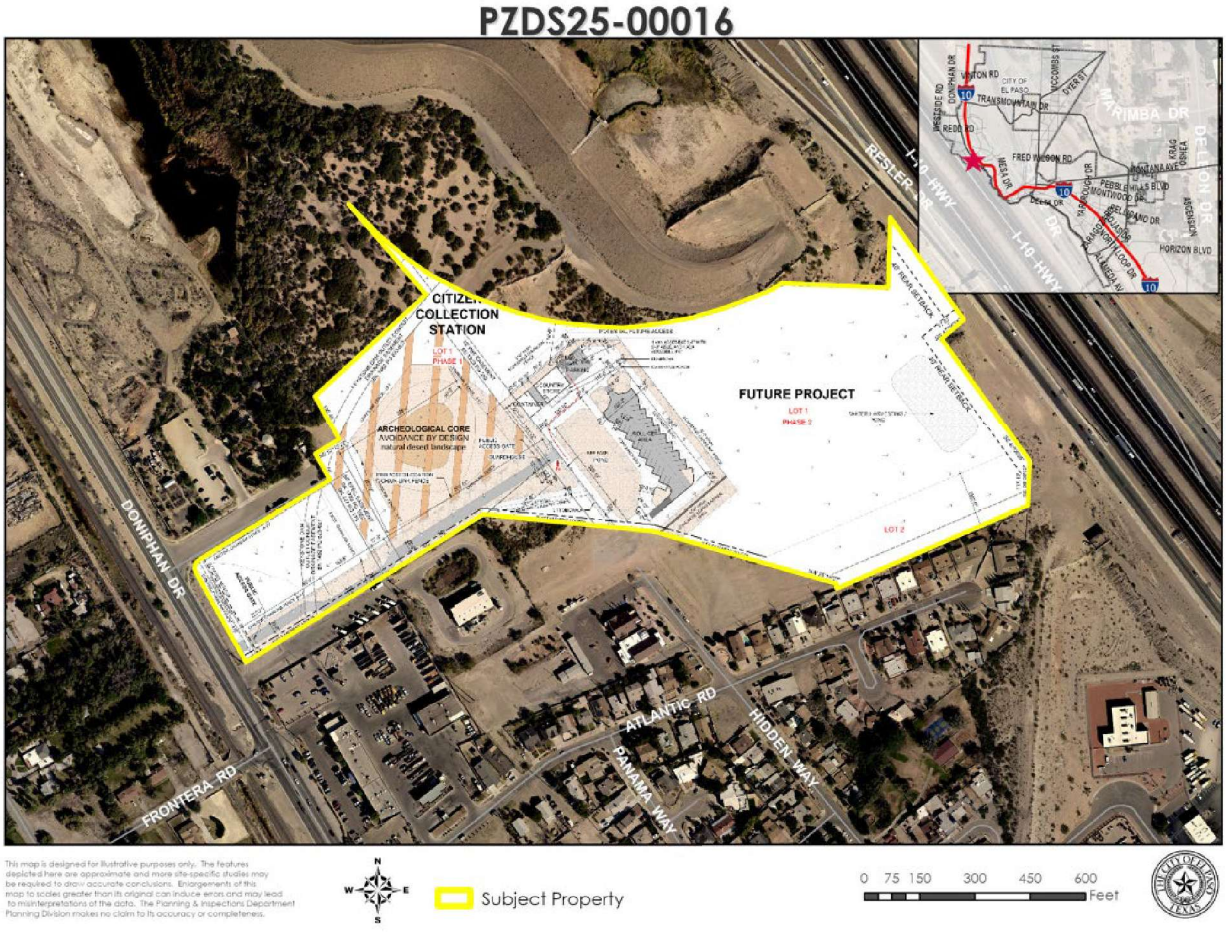


Figure A. Site Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting approval of a Detailed Site Development Plan, as required by Ordinance No. 8929, dated March 3, 1987, requiring approval from both City Plan Commission and City Council is required prior to the issuance of building permits. The proposed site plan involves the development of a 29.10-acre lot located at 4160 Doniphan Drive as a large recycling collection facility. The project includes a guardhouse, a country store building, and a container building, totaling 8,064 square feet. The applicant is providing a total of seven (7) parking spaces and three (3) bicycle parking spaces. A designated pedestrian pathway will provide direct access to the facility and vehicular access will be provided from Doniphan Drive.

PREVIOUS CASE HISTORY: Ordinance No. 8929 (Attachment 4), dated March 3, 1987, rezoned the property from R-4 (Residential) to C-4 (Commercial) with the following applicable conditions:

1. *Prior to the issuance of any building permits, a subdivision plat must be approved by the City Plan Commission and filed of record with the County Clerk.*
   Note: Condition has been satisfied.

2. *No building(s) shall be constructed closer than fifty (50) feet to the southerly property line adjacent to St. Judes Church and the Pacific Park Subdivision.*
   Note: Proposed development complies.

3. *At the time the rezoning request is approved by the Mayor and City Council, the property owner shall dedicate twenty (20) feet of right-of-way for the widening of Doniphan Drive.*
   Note: Condition has been satisfied.

4. *An additional twenty (20) foot wide special building setback line shall be established adjacent to the twenty (20) feet of right-of-way being dedicated in Condition No. 3 of this contract.*
   No building(s) or structure(s) shall be constructed within the special building setback line, except that surplus off-street parking shall be allowed.
   Note: Proposed development complies.

5. *The property shall not be used for any type of residential purposes.*
   Note: Proposed development complies.

6. *There shall be no vehicular ingress and egress from this property to Hidden Way.*
   Note: There is no vehicular ingress and egress to Hidden Way.

7. *Within two (2) years from the date of this contract, either upon written demand by the City of El Paso or upon demand of the property owner, the property owner shall sell to the City a 2.87-acre parcel of land adjacent to the existing Northwest Corral at a price that is mutually agreed upon by both parties.*
   If the City fails to exercise its option within two (2) years, the property owner shall be released from this requirement of the contract.
   Note: Condition not applicable.

8. *No billboards will be allowed on the property.*
   Note: Proposed development complies.

9. *Prior to the issuance of any building permits, the property owner shall submit a site plan to be approved by the City Plan Commission and City Council.*
10. ***Note: Condition satisfied through this request.***

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The property to the north is developed with a drainage facility and is zoned R-4 (Residential). Properties to the south are zoned R-5 (Residential) and are developed with single-family homes. To the east, the property is zoned R-3 (Residential) and includes the adjacent interstate highway. Properties to the west are zoned R-2A (Residential) and also consist of single-family dwellings. The nearest school, Zach White Elementary, is located approximately 0.9 miles from the site, while the closest park, Keystone Heritage Park, is about 0.05 miles away.

COMPLIANCE WITH THE ZONING ORDINANCE – When evaluating whether a proposed Detailed Site Development Plan is in accordance with the Zoning Ordinance, consider following factors:	
Criteria	**Does the Request Comply?**
El Paso City Code Section 20.04.140 – When Required. Except as stated herein, a detailed site development plan is required prior to development in a special purpose district or with a special permit application and may be required if a zoning condition exists on a particular piece of property. Detailed site development plans are not required for any projects for development in the Mixed Use District (RMU, GMU and IMU) or for any other projects other than those located in special purpose districts or as otherwise required herein.	Yes. In accordance with Ordinance No. 8929, dated March 3, 1987, the property owner is required to obtain Detailed Site Development Plan approval from both City Plan Commission and City Council prior to the issuance of any building permits for the subject property.
Compatibility with Zoning Regulations: The zoning district permits the proposed use, and all applicable regulations are met **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 subject property is proposing the use of a large recycling collection facility, which is permitted by right in the C-4 (Commercial) zone district. The development is also subject to the supplemental use regulations outlined in Section 20.10.520 – recycling collection facilities, all of which are being met.
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.	There are no Historic Districts or Special Designations on the subject property.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the special permit.	There are no anticipated adverse impacts from the approval of the Detailed Site Development Plan.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield or environmentally sensitive land or arroyo disturbance.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property will be provided from Doniphan Drive, which is designated as a freeway in the City of El Paso's Major Thoroughfare Plan (MTP). The existing roadway infrastructure is suitable to support the proposed development. There are three (3) bus stops within a 0.25-mile walkable distance, with the closest located approximately 0.07 miles away at the intersection of Doniphan Drive and Frontera Road. Sidewalks currently exist within the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: There are no adverse comments from the reviewing departments.

PUBLIC COMMENT: Notices are not required per El Paso City Code Section 20.04.150.

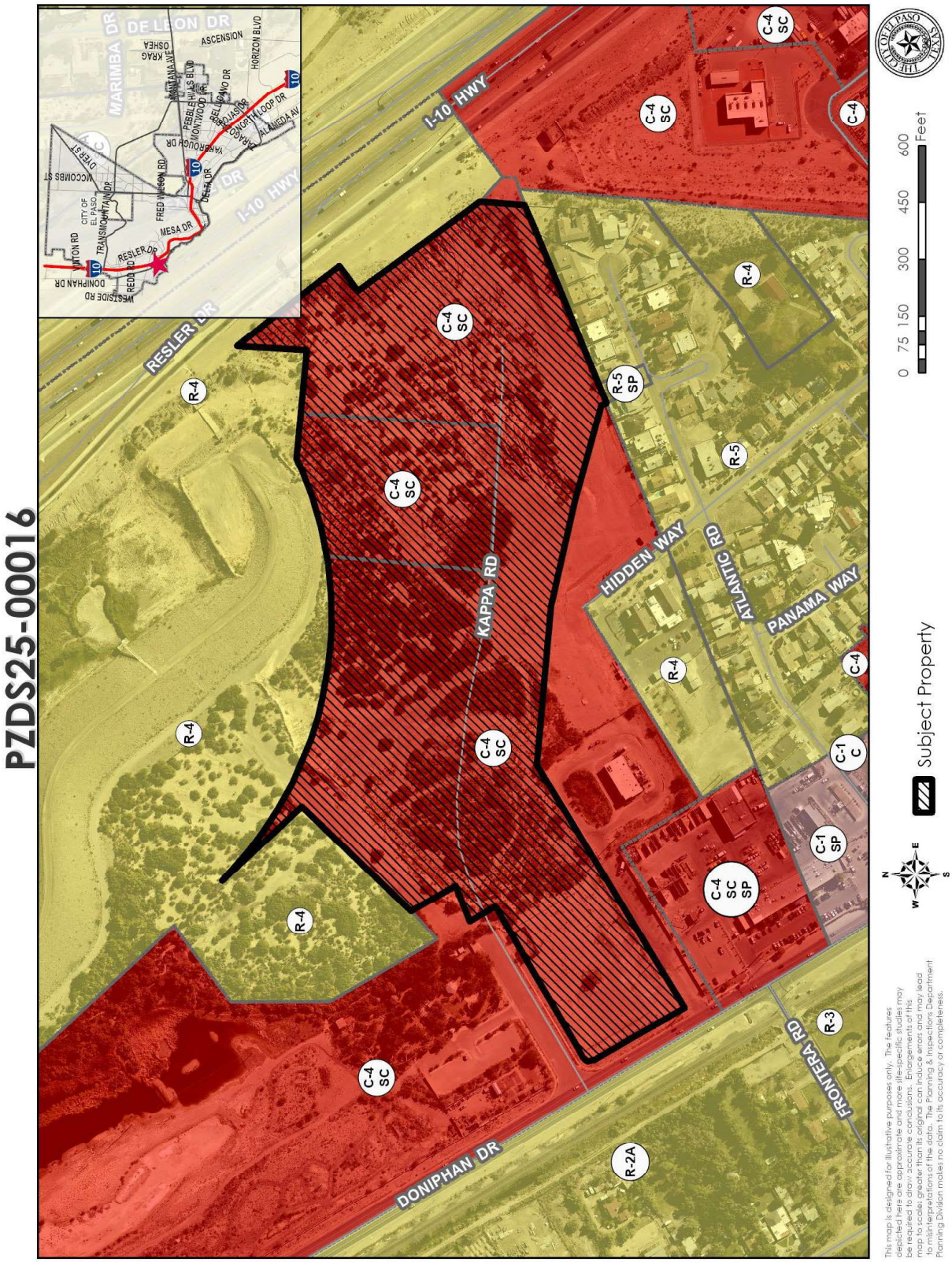
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Approve/Recommend Approval** of the Detailed Site Development Plan, 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. **Approve/Recommend Approval of the Detailed Site Development Plan 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. **Deny/Recommend Denial** of the Detailed Site Development Plan, 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.

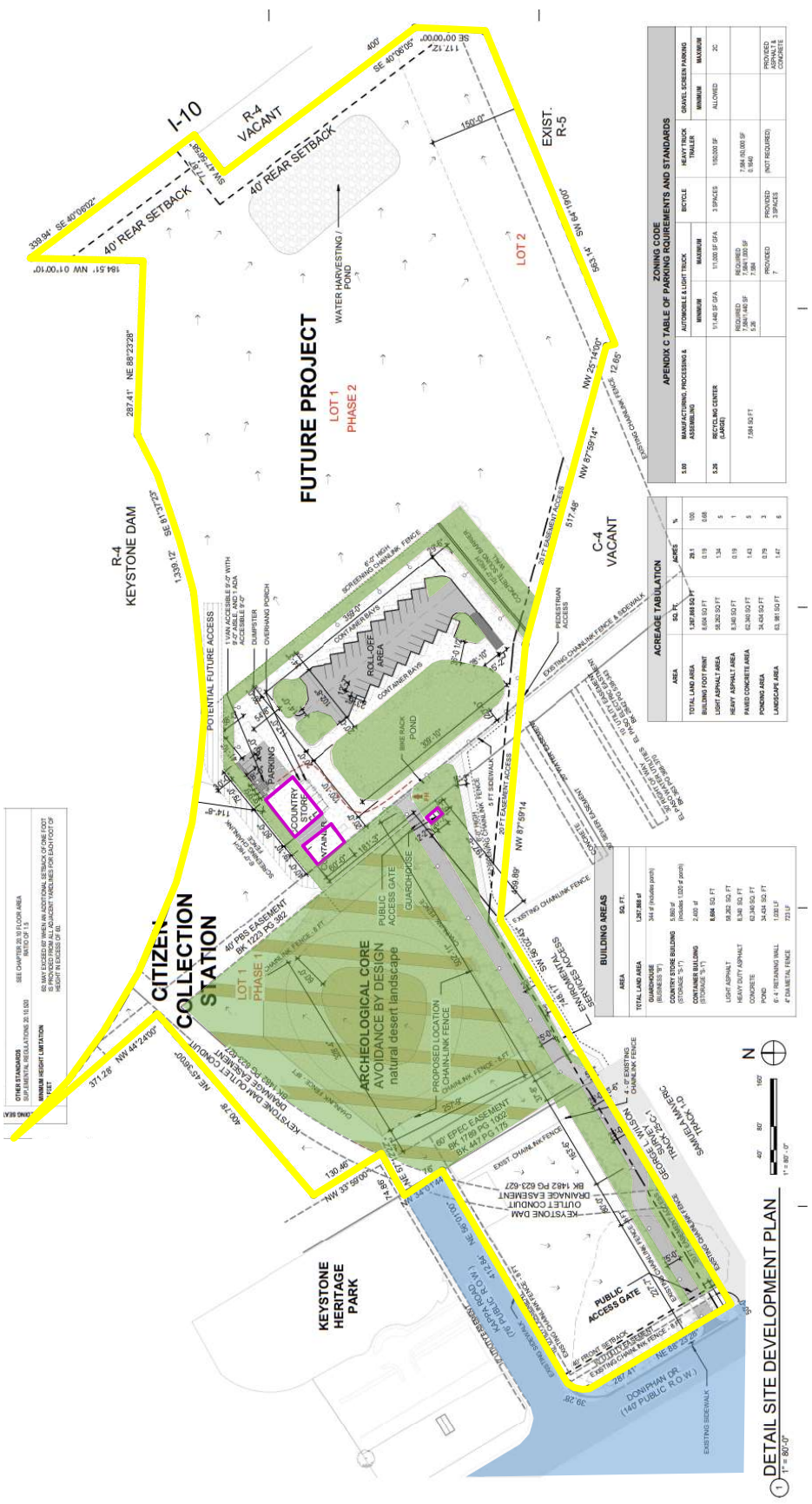
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Plan
3. Elevations
4. Ordinance No. 8929
5. Department Comments

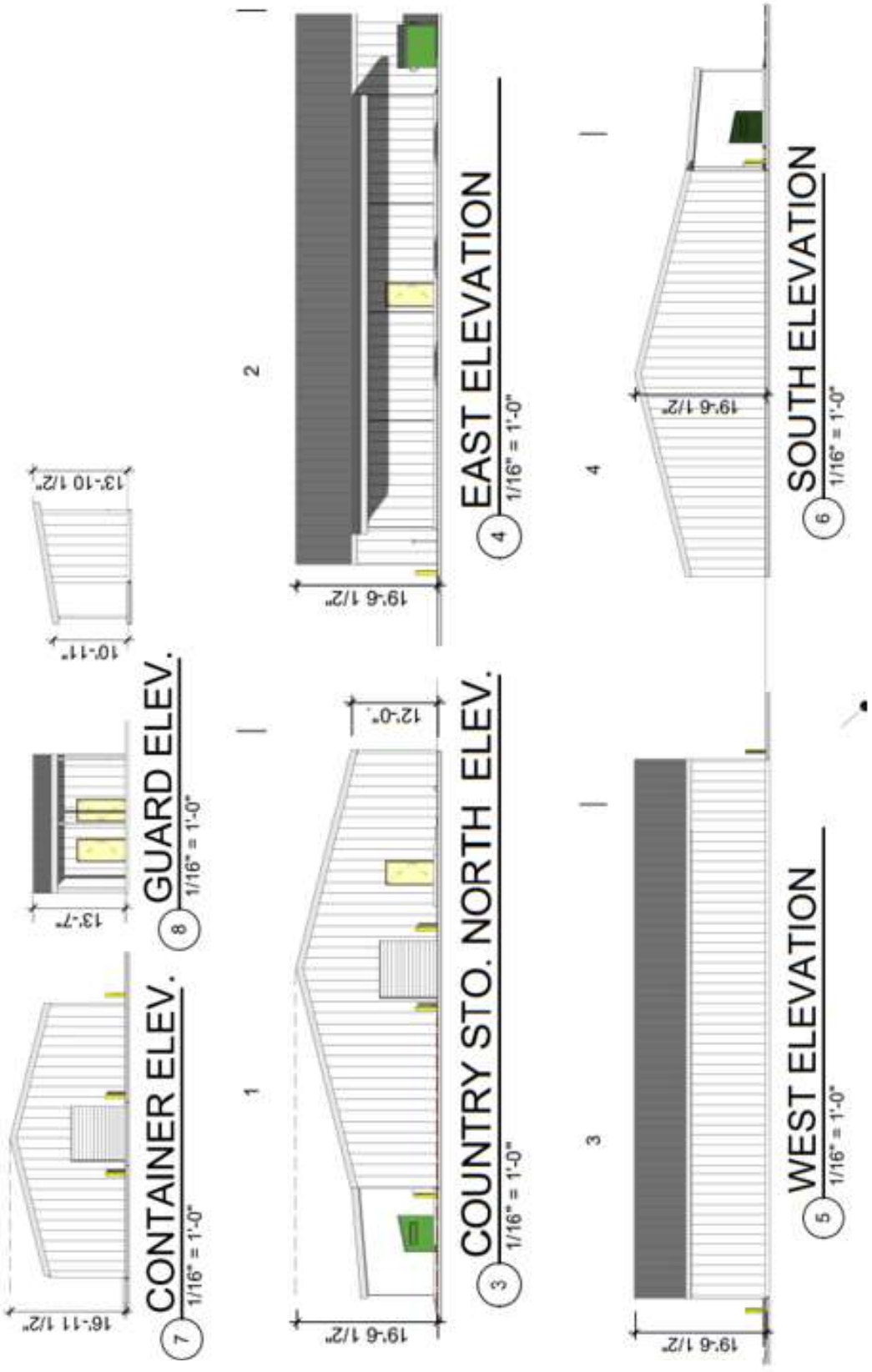
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



ATTACHEMENT 4

008929

AN ORDINANCE CHANGING THE ZONING OF
A PORTION OF A.F. MILLER
SURVEY NO. 210 AND 213; C.A. ENGELSFREUND
SURVEY NO. 112; B.B.B. & C. RAILROAD
SURVEY NO. 154; G.L. WILSON SURVEY NO. 91
AND S.A. MAVERICK SURVEY NO. 174
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 A.F. Miller Survey No. 210 and 213; C.A. Engelsfreund Survey No. 112; B.B.B. & C. Railroad Survey No. 154; G.L. Wilson Survey No. 91 and S.A. Maverick Survey No. 174, as more particularly described by metes and bounds in the attached Exhibit "A", be changed from R-4 (Residential) to C-4 (Commercial) 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 17th day of February, 1987.

Jonathan W Rogers
Mayor

ATTEST:
Carole Hunter
City Clerk

...y that the zoning map has been revised to ...
...mendment of ordinance # 8929
... Date 4-10-87

APPROVED AS TO FORM:
Ricardo Gamboa III
Assistant City Attorney

...E FOLLOWING ZONING ...
C.D.
4-10-87
4-10-87
4-10-87 Bldg. Inspection
4-10-87 CONTROL

APPROVED AS TO CONTENT:
Roy Gilyard
Planning Department

ZNG5:86-5228

86-5228
RECEIVED
APR 8 - 1987
PLANNING DEPARTMENT

008929
Contract (2-17-87)

Portion A.F. MILLER SURVEY NOS. 210 & 213
And
Portion C.A. ENGELSFREUND SURVEY NO. 112
And
Portion B.B.B. & C. RAILROAD SURVEY NO. 154
And
Portion G.L. WILSON SURVEY NO. 91
And
Portion S.A. MAVERICK SURVEY NO. 174

El Paso, Texas

February 6, 1987

PARCEL NO. 7

Beginning at a point on the south boundary line of the C.A. Engelsfreund Survey No. 112; point being the southeast corner of the J.F. Driscoll Survey No. 372, City of El Paso, El Paso County, Texas:

Thence North along the east boundary of said J.F. Driscoll Survey No. 372 a distance of 428.78 feet:

Thence North 88°-23'-28" East a distance of 161.12 feet:

Thence North 01°-00'-10" West a distance of 185.51 feet to a point on the southwesterly right-of-way line of U.S. Interstate Highway No. 10:

Thence South 40°-06'-02" East along said southwesterly right-of-way line a distance of 340.17 feet to a point on the westerly right-of-way line of an El Paso Natural Gas Company right-of-way:

Thence South 47°-56'-58" West a distance of 78.56 feet to the northwest corner of said El Paso Natural Gas Company right-of-way:

Thence South 40°-06'-02" East along the northwesterly right-of-way line of said El Paso Natural Gas Company right-of-way a distance of 400.00 feet:

Thence South along the westerly right-of-way line of said El Paso Natural Gas Company right-of-way line a distance of 117.10 feet:

Thence South 64°-19'-00" West a distance of 987.40 feet:

Thence North 42°-08'-15" West a distance of 270.00 feet:

Thence South 56°-01'-00" West a distance of 571.17 feet:

EXHIBIT "A"

86-5228

Thence South 33°-59'-00" East a distance of 178.36 feet:

Thence South 64°-19'-00" West a distance of 472.69 feet to a point on the easterly right-of-way line of Doniphan Drive:

Thence North 33°-59'-00" West along said easterly right-of-way line a distance of 4456.35 feet to its intersection with the southerly right-of-way line of Osborne Drive:

Thence North 56°-01'-00" East along said southerly right-of-way line a distance of 863.21 feet:

Thence continuing along said southerly right-of-way line North 49°-53'-58" East a distance of 625.67 feet:

Thence South 42°-21'-41" West a distance of 124.77 feet:

Thence South 41°-15'-15" West a distance of 790.80 feet:

Thence South 17°-53'-15" East a distance of 434.25 feet:

Thence South 42°-33'-17" East a distance of 222.45 feet:

Thence South 41°-09'-20" East a distance of 1364.70 feet:

Thence South 44°-50'-18" East a distance of 851.76 feet:

Thence South 56°-01'-00" West a distance of 209.03 feet:

Thence South 03°-43'-42" East a distance of 260.77 feet:

Thence South 33°-59'-00" East a distance of 304.62 feet:

Thence North 45°-36'-00" East a distance of 431.28 feet:

Thence North 44°-24'-00" West a distance of 371.29 feet to the P.C. of a curve to the left:

Thence southeasterly along said curve to the left an arc distance of 1025.04 feet to a point on the west boundary line of J.F. Driscoll Survey No. 372; curve having a radius of 988.03 feet, a central angle of 59°-26'-32" and a long chord bearing of South 72°-31'-00" East a distance of 979.69 feet:

Thence South along said west boundary line a distance of 311.60 feet to the southwest corner of said J.F. Driscoll Survey No. 372:

Thence East along the south boundary line of said J.F. Driscoll Survey No. 372 a distance of 417.50 feet to the point of beginning.

Described parcel lies within said A.F. Miller Survey Nos. 210 & 213, C.A. Engelsfreund Survey No. 112, B.B.B. & C. Railroad Survey No. 154, G.L. Wilson Survey No. 91 and S.A. Maverick Survey No. 174 and contains 3912830.26 square feet equal to 89.826 acres.

Geo. G. Kistenmacher
Registered Public Surveyor
Texas No. 2604

3

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 TEXAS COMMERCE BANK - EL PASO, NA, INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE WILL OF MARY WHITE BOYKIN, DECEASED, placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 008929, more particularly described as a portion of A.F. Miller Survey No. 210 and 213; C.A. Engelsfreund Survey No. 112; B.B.B. & C. Railroad Survey No. 154; G.L. Wilson Survey No. 91 and S.A. Maverick Survey No. 174.

ADOPTED this 17th day of February, 1987.

Jonathan W. Rogers
Mayor

ATTEST:

Carole Hunter
City Clerk

APPROVED AS TO FORM:

Ricardo Gandara
Assistant City Attorney

ZNG5:86-5228

RECEIVED
[illegible]
PLANNING DEPARTMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

SPECIAL WARRANTY
DEED

KNOW ALL MEN BY THESE PRESENTS:

That TEXAS COMMERCE BANK - EL PASO, NA, INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE WILL OF MARY WHITE BOYKIN, DECEASED, as property owner, of the County of El Paso, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the rezoning of a portion of C.A. Engelsfreund Survey No. 112, B.B.B. & C. Railroad Survey No. 154, G.L. Wilson Survey No. 91 and S.A. Maverick Survey No. 174, City and County of El Paso, Texas, which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant and convey unto the City of El Paso, the following parcel of land situated in the County of El Paso, State of Texas, as more particularly described below:

Legal description of a parcel of land being a portion of B.B.B. & C. Railroad Company Survey No. 154, C.A. Engelsfreund Survey No. 112, G.A. Wilson Survey No. 91 and the S.A. Maverick Survey No. 174, being more particularly described as follows:

Commencing at a monument Station 60+84.30 being the intersection of the monument line of Doniphan Drive with the centerline of the right-of-way of Bird Road, thence North 33°59'00" West, along the monument line of Doniphan Drive, a distance of one hundred seventy-four and twenty-five hundredths (174.25) feet to a monument on Osborne Drive, thence North 56°01'00" East, along the monument line of Osborne Drive, a distance of fifty and zero hundredths (50.00) feet, thence South 33°59'00" East, a distance of thirty and zero hundredths (30.00) feet, to the southerly right-of-way line of Osborne Drive, same being the TRUE POINT OF BEGINNING.

Thence, North 56°01'00" East, along the southerly right-of-way line of Osborne Drive, a distance of twenty and zero hundredths (20.00) feet;

Thence, South 33°59'00" East, a distance of four thousand four hundred fifty-nine and twenty-seven hundredths (4459.27) feet;

Thence South 64°19'00" West, a distance of twenty and twenty-one hundredths (20.21) feet, to the easterly right-of-way line of Doniphan Drive;

Thence North 33°59'00" West, along the easterly right-of-way line of Doniphan Drive, a distance of four thousand four hundred fifty-six and thirty-five hundredths (4456.35) feet to the point of beginning;

Said parcel of land contains 89,156.17 square feet or 2.047 acres more or less.

TO HAVE AND TO HOLD the above-described premises, together with

RECEIVED
[illegible]
PLANNING DEPARTMENT

Ord #8929
Contract

all and singular the rights and appurtenances thereto in anywise belonging, unto the said City of El Paso and its assigns, forever; and the Grantors do hereby bind themselves, their heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular and said premises unto the said City of El Paso and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under us but not otherwise.

WITNESS the following signatures this 31 day of March, 1987.

PROPERTY OWNER:
TEXAS COMMERCE BANK - EL PASO, NA, INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE WILL OF MARY WHITE BOYKIN, DECEASED

By William C. Geyer
Title Sen Vice Pres

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 31 day of March, 1987, by WILLIAM C. GEYER as representative on behalf of TEXAS COMMERCE BANK - EL PASO, NA, INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE WILL OF MARY WHITE BOYKIN, DECEASED.

Notary Public, State of Texas

My Commission Expires:
JOSEPH N. SAYLAY, Notary Public
For the State of Texas
My Commission Expires 6-1-88

ZNG5:86-5228

39459

#121 "Pistol

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT

THIS CONTRACT, made this 17th day of February, 1987, by and between TEXAS COMMERCE BANK - EL PASO, NA, INDEPENDENT EXECUTOR AND TRUSTEE UNDER THE WILL OF MARY WHITE BOYKIN, DECEASED, First Party, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning of a portion of A.F. Miller Survey No. 210 and 213; C.A. Engelsfreund Survey No. 112; B.B.B. & C. Railroad Survey No. 154; G.L. Wilson Survey No. 91 and S.A. Maverick Survey No. 174, 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 R-4 (Residential) to C-4 (Commercial) within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

1. Prior to the issuance of any building permits, a subdivision plat must be approved by the City Plan Commission and filed of record with the County Clerk.

2. No building(s) shall be constructed closer than fifty (50) feet to the southerly property line adjacent to St. Judes Church and the Pacific Park Subdivision.

3. At the time the rezoning request is approved by the Mayor and City Council, the property owner shall dedicate twenty (20) feet of right-of-way for the widening of Doniphan Drive.

4. An additional twenty (20) foot wide special building setback line shall be established adjacent to the twenty (20) feet of right-of-way being dedicated in Condition No. 3 of this contract.

   No building(s) or structures(s) shall be constructed within the special building setback line, except that surplus off-street parking shall be allowed.

5. The property shall not be used for any type of residential purposes.

6. There shall be no vehicular ingress and egress from this property to Hidden Way.

7. Within two (2) years from the date of this contract, either upon written demand by the City of El Paso or upon demand of the property owner, the property owner shall sell to the City a 2.87 acre parcel of land adjacent to the existing Northwest Corral at a price that is mutually agreed upon by both parties.

   If the City fails to exercise its option within two (2) years,

AUG 6 1987
87-52148
PLANNING DEPARTMENT

1759 0579

the property owner shall be released from this requirement of the contract.

8. No billboards will be allowed on the property.

9. Prior to the issuance of any building permits, the property owner shall submit a site plan to be approved by the City Plan Commission and City Council.

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 and covenants in its direction 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:
TEXAS COMMERCE BANK - EL PASO

ATTEST:
Secretary

By William C Heyn
Title Sr Vice Pres

SECOND PARTY:
CITY OF EL PASO

ATTEST:
City Clerk

By
Mayor

APPROVED AS TO CONTENT:
Planning Department

APPROVED AS TO FORM:
Assistant City Attorney

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 3rd day of April, 1987, by [illegible], as Sr Vice Pres, for TEXAS COMMERCE BANK - EL PASO.

My Commission Expires:
[illegible] Notary Public
2-14-89

Notary Public, State of Texas

2

1789 0880

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends approval of the request. The proposed use is permissible by right in the C-4/sc (Commercial/special contract) zone district and is compatible with surrounding commercial uses. The proposed development meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed detailed site. 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

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 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 provided.

Environment Services

No comments provided.

Sun Metro

No comments provided.

Streets and Maintenance Department

Traffic & Transportation Engineering

No objections to application.

Streets Lighting:

No objections to application.

Doniphan Dr. is a Texas Department of Transportation (TXDoT) right-of-way (ROW).

For the development of the 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 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.

El Paso Water
No comments provided.

Stormwater:
We have reviewed this property under El Paso West Collection Center and provided the following comments:
Provide a conceptual Drainage Plan indicating existing and proposed major stormwater facilities as per Section 19.02.020 of the Municipal Code.
EPWater-SW requires on-site retention of all developed runoff; ensure runoff does not flow off-site.

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 Service
Does not have any comments.
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
Please note the existing transmission and feeder lines within the area, any grade changes or fencing will need to be reviewed and approved by our departments for safety guidelines. We have attached a copy of our ROW Guidelines for the developers review.

File #: 25-1232, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
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.

A Resolution that the tax roll is hereby approved and constitutes the 2025 tax roll for all entities which the City Tax Assessor Collector collects taxes.

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

DEPARTMENT: Tax Office

AGENDA DATE: 10/14/25

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:

A Resolution that the tax roll is hereby approved and constitutes the 2025 tax roll for all entities which the City Tax Assessor Collector collects taxes.

BACKGROUND / DISCUSSION:

This is the 2025 tax roll for all entities which the City Tax Assessor Collector collects taxes.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

City Council adopts the tax roll yearly.

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 2025.10.06 09:47:16 -06'00'

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

REVISED
10:09 am, Oct 06, 2025

RESOLUTION

WHEREAS, the City Tax Assessor/Collector of the City of El Paso ("City 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 City Tax Assessor/Collector collects taxes, a summary of which is attached hereto and incorporated herein by reference; and

WHEREAS, the tax roll for the remaining entities is on file and available for inspection in the City Tax Office; and

WHEREAS, the City Tax Assessor/Collector now submits the tax roll to City of El Paso Council for approval as the 2025 tax roll.

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

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

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
City Tax Assessor/Collector

ATTACHMENT A

SUMMARY
OF THE
2025 TAX ROLL

2025 CONSOLIDATED TAX ROLL

(Excluding Socorro ISD, Tornillo ISD, and Tornillo Water District)

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	436,545,091
EL PASO ISD	03	108,647	36,581,367,010	20,490,806,245	210,691,956
CITY OF SOCORRO	04	17,040	3,601,797,919	2,551,325,828	16,462,041
YSLETA ISD	05	68,612	17,856,390,094	8,239,915,146	98,067,824
EL PASO COUNTY	06	447,841	97,602,368,339	74,051,600,160	339,818,671
EL PASO COMMUNITY COLLEGE	07	447,802	97,575,945,935	75,529,528,505	78,221,472
UNIVERSITY MEDICAL CENTER	08	447,802	97,575,945,935	76,181,565,505	183,517,356
CLINT ISD	10	127,107	4,328,630,164	2,172,522,647	24,017,732
FABENS ISD	11	5,390	616,403,424	262,585,239	2,871,064
TOWN OF CLINT	12	1,039	182,945,102	132,852,554	852,248
HORIZON REGIONAL MUD	14	112,157	3,941,749,030	3,252,105,475	21,554,937
EMERGENCY SERVICES DISTRICT #1	15	109,040	9,202,510,930	7,909,027,310	7,909,007
ANTHONY ISD	16	2,118	432,456,432	231,504,543	2,148,273
TOWN OF ANTHONY	17	1,910	373,191,544	299,947,503	3,321,780
CANUTILLO ISD	18	20,193	6,731,603,050	3,888,573,470	43,537,448
SAN ELIZARIO ISD	19	7,167	745,999,954	317,372,637	2,792,527
HACIENDAS DEL NORTE WATER DISTRICT	22	562	190,851,610	147,330,279	63,674
LOWER VALLEY WATER DISTRICT	25	39,272	6,238,437,195	4,583,301,993	8,108,221
EMERGENCY SERVICES DISTRICT #2	27	94,252	10,538,235,835	7,940,111,123	6,919,026
TOWN OF HORIZON CITY	31	9,485	2,188,724,756	1,765,296,115	9,450,831
DOWNTOWN MANAGEMENT DISTRICT	33	652	1,026,345,059	484,930,610	581,917
PASEO DEL ESTE MUD #10	34	1,401	476,301,939	407,330,079	2,571,475
PASEO DEL ESTE MUD #1	35	703	1,077,126,847	992,497,308	7,443,730
PASEO DEL ESTE MUD #3	36	1,359	405,392,276	356,379,597	2,420,530
PASEO DEL ESTE MUD #11	37	579	111,640,777	96,579,646	737,675
VILLAGE OF VINTON	38	1,462	283,796,684	211,494,406	1,399,014
PASEO DEL ESTE MUD #2	39	1,026	349,088,159	290,317,995	2,082,451
EL PASO COUNTY WCID #4	44	3,119	317,234,014	246,617,475	777,506
PASEO DEL ESTE MUD #5	49	1,009	295,814,177	262,694,037	1,790,523
PASEO DEL ESTE MUD #6	50	1,040	317,321,034	251,690,924	1,887,683
PASEO DEL ESTE MUD #7	51	1,183	304,455,881	275,747,006	1,984,275
PASEO DEL ESTE MUD #8	52	1,479	366,441,671	338,706,471	2,112,512
PASEO DEL ESTE MUD #9	53	1,219	319,053,938	285,301,107	2,010,802
PASEO DEL ESTE MUD #4	55	833	181,976,130	153,885,986	1,233,858
CITY OF SAN ELIZARIO	56	4,505	513,513,110	375,247,441	1,232,087
CITY OF EL PASO MMD #1	57	659	122,922,403	90,564,103	244,523
HMUD HUNT COMMUNITIES DA	58	1,639	347,856,704	318,418,937	716,443
HMUD HUNT PROPERTIES DA	59	39	9,456,099	8,509,815	19,147
HMUD RANCHO DESIERTO BELLO DA	60	557	105,903,991	100,914,135	227,057
HMUD RAVENNA DA	63	610	154,545,915	136,944,953	308,126
HMUD DEFINED AREA #6	64	786	72,878,855	70,192,586	157,933
Totals					**$1,528,810,448**

File #: 25-1246, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
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.

A Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Dekker LLC., a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso Police Department Mission Valley Regional Command Center" for an amount not to exceed $564,099.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $664,099.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

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

DEPARTMENT: Capital Improvements

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL: 2: Set the Standard for a Safe and Secure City

SUBGOAL: 2.3: Increase Public Safety Operational Efficiency

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Dekker LLC., a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso Police Department Mission Valley Regional Command Center" for an amount not to exceed $564,099.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $664,099.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

This contract is for Architect and Engineering services to provide assessments, design and construction administration for the El Paso Police Department Mission Valley Regional Command Center project located at 9011 Escobar Drive. This project was approved as part of the 2019 Public Safety Bond and involves improvements to the existing 24,051-square-foot building outlined in the 2019 Facility Assessment.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

On November 5, 2019, voters approved the 2019 Public Safety Bond. The Mission Valley Regional Command Center was identified as part of the bond.

AMOUNT AND SOURCE OF FUNDING:

$564,099.00 – 2019 Public Safety Bond

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)

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 Dekker LLC., a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso Police Department Mission Valley Regional Command Center" for an amount not to exceed $564,099.00; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $664,099.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

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 5643 | Tran #618729 | CID
2024-0450 R AE Services for EPPD Mission Valley Regional Command Center
RAB

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0450R
AE SERVICES FOR THE EPPD MISSION VALLEY REGIONAL COMMAND CENTER

CONSULTANT	ALVIDREZ	ASA	CDA	COUNTRYMAN	DEKKER	MNK	PARKHILL	WDA
Rater 1	70	67	67	74	77	65	69	58
Rater 3	73	83	78	85	85	81	77	79
Rater 4	77	86	89	78	81	81	74	80
Total Rater Scores	**220**	**236**	**234**	**237**	**243**	**227**	**220**	**217**
References	8.2	3.3	7.4	8.5	9.7	8.1	7.4	0.0
Overall Score:	**228.2**	**239.3**	**241.4**	**245.5**	**252.7**	**235.1**	**227.4**	**217.0**
	6	4	3	2	1	5	7	8

Rankings	Consultant
1	DEKKER
2	COUNTRYMAN
3	CDA
4	ASA

Rankings	Consultant
5	MNK
6	ALVIDREZ
7	PARKHILL
8	WDA

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made is 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 Dekker LLC, a Domestic limited liability company, 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 El Paso Police Department Mission Valley Regional Command Center"** 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 **$564,099.00** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **$50,000.00,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000.00** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".** Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total construction budget for the project is **$4,932,349.00**, 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:	DEKKER LLC Attn: Kurtis Morton 108 S. Stanton Street 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:

By: Kurtis Morton
Name: Kurtis Morton
Title: Principal Architect

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 29th day of September, 2025 by Kurtis Morton, Principal Architect, on behalf of Consultant.

Notary Public, State of Texas

My commission expires:

January 31, 2029

Yvette Perez
My Commission Expires
1/31/2029
Notary ID 129246038

ATTACHMENT "A"
SCOPE OF SERVICES

SECTION I – PROJECT OVERVIEW

In November 2019, City of El Paso voters approved the 2019 Public Safety Bond. The City of El Paso is seeking professional consulting services to provide assessments, design, and construction administration for the El Paso Police Department Mission Valley Regional Command Center Renovations project.

The City of El Paso seeks a consulting firm with experience in designing and working with secure, technologically advanced, and community-oriented law enforcement facilities. The project requires the consultant to assist in improving the facility and updating it to meet code compliance, force protection, life safety requirements, and other relevant standards.

SECTION II – SCOPE OF SERVICES

The project involves tenant improvements to the El Paso Police Department's Mission Valley Regional Command Center, located at 9011 Escobar Drive. The necessary improvements to the existing 24,051-square-foot building are outlined in the 2019 Facility Assessment, which will be provided by the City after submissions have been reviewed. In addition to the items identified in the 2019 Facility Assessment, the project may also include, but is not limited to, the following services:

- **Architectural and Code Compliance Assessment:** Evaluate architectural elements and the building's compliance with the International Building Code (IBC) and the Texas Administrative Code (TAC)
- **ADA Compliance Assessment and Redesign:** Assess and redesign elements for ADA compliance, including but not limited to door width and clearance, sink and countertop heights, knee clearance, and covering exposed lavatory and sink pipes.
- **Force Protection System Design:** Assess and design the force protection system, including a secondary exit for secured parking, bulletproof glazing and doors for the front entrance lobby.
- **MEP Systems and Assessment and Design:** Assess and design the existing mechanical, electrical, and plumbing (MEP) systems, ensuring emergency backup for lighting and electrical outlets, replacing non-functional emergency exit signs, damaged lighting fixtures, HVAC systems, ductwork, fire lines, water heater redundancy, plumbing fixtures as necessary, and any other concerns identified. Any components identified for replacement must be compatible with existing systems.
- **Fire Systems Assessment and Design:** Evaluate and design updates to fire systems to meet current codes and industry standards, including fire alarms, sprinkler systems, fire extinguishers, and emergency exits. Identify deficiencies and non-compliance issues.
- **Building Structure Assessment and Design:** Address exterior and interior structural concerns, including but not limited to roof assessment, leaks, damaged ceiling tiles, p-lam on counters and cabinets, install card readers for door access, damaged paint, missing wall bases and moldings, non-functional exhaust systems, unnecessary windows, and the condition of windows and doors.
- **Exterior Concerns Assessment:** Assess and design solutions for exterior concerns, including creating a new accessible route from Escobar Drive, repairing or replacing damaged or missing sidewalks, ADA ramps, and pavement striping.

- **Coordination** with effective facility stakeholders to include Information Technology, Facility Maintenance, Environmental and Police Department to evaluate needs and solutions.

1.0 SERVICES REQUIRED (as appropriate):

1.1 Facility Inspection/Programing

The Consultant shall coordinate with the City's Capital Improvement Department (CID) to inspect the facility to verify the scope of work elements and assess the need for additional improvements beyond those identified in the 2019 Facility Assessment and by staff. Following the inspection, the Consultant shall produce a report detailing findings, recommendations for additional work, and prioritization. The Consultant shall also specify which findings are related to maintenance repairs.

1.2 Surveys

The designer shall provide all necessary topographic and horizontal surveys for a complete design.

1.3 Planning

~~The designer shall assist the Owner with planning services, including platting of the property, obtaining special permits, and vacating easements, including coordination with utility providers. These services shall include schedules for acquiring utility easements, utility service lines, and required permits or related services.~~

1.4 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.

1.5 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.

1.6 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.

1.7 Technical Specifications

The designer shall prepare technical specifications under the CSI Master Format and Unified Facilities Guide Specifications from whole building design guide.

1.8 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.

1.9 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

1.10 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.

1.11 Private Property

If the Consultant believes construction shall extend inside private property, the Consultant must obtain approval from the City to enter the property.

1.12 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.

1.13 Construction Sequencing Plan

~~The Consultant shall provide a construction sequencing plan as required in order to minimize impacts on the building's operations (facility is to remain occupied and operating during construction) and ensure the safety of the facility's employees.~~

1.14 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.

1.15 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.

1.16 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.

A. Programming Phase:

During the building programming assessment phase, the Consultant, in collaboration with any subconsultants, shall conduct all necessary assessments for the project. During the building assessment phase, the Consultant shall have thirty-five (35) consecutive calendar days to electronically submit a report of all findings, including images, with a cost estimate prepared by an independent cost estimator to the City for review and comment. The cost estimate shall include a breakdown of the items identified. The Consultant shall provide recommendations if the cost estimate exceeds construction budget. The Consultant shall submit one digital copy, cost estimate, and scope of work document to the City for review and comment in accordance with the schedule in Section 6.0 of this document. Within fifteen (15) calendar days of submitting the assessment report, the Consultant shall schedule a meeting with the City to finalize the scope of work.

As part of the review by City Staff, the assessment report and other necessary submittals shall be submitted for review to any pertinent commissioning agency, the City of El Paso Design Review Committee, stakeholder meetings, and others as needed. The Consultant shall be responsible for providing all copies necessary for the review process.

B. 30% Preliminary Design:

The Consultant shall submit the following preliminary design submittal:

- Coversheet and Index of drawings (90% complete)
- Architectural Plan and Details (50% complete)
- Demolition Plan (90% complete)
- General Notes (50% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Structural Plan (75% complete)
- Mechanical and Plumbing Plan (50% complete)
- Electrical Plan (50% complete)
- Grading Plan (50%)
- Outline of technical specification (90%)
- Utility coordination letters/proof of communication
- Construction notes
- Third-party cost estimate

Upon the completion of the preliminary design phase, the Consultant shall submit two (2) copies of the preliminary sign documents for review and comments. The Consultant must also provide electronic copies of the submittal in the format requested by the Owner, which may include, but is not limited to, PDF, CAD or GIS shape files. If the Owner considers the submittals not as compliant with the above required completion percentages, the Consultant must resubmit as per the requirements mentioned above. No adjustments to the schedule contained in Section 6.0 will be made in the event the Consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the Consultant of record (DOR) shall attend the City Design Review (CDR) meeting to present and answer any comments and or issues by the review board in order for CID to give direction to the Project Manager and Consultant to proceed to the next phase of the project.

C. 60% Design Development:

The Consultant shall submit the following pre-final design phase submittal:

- Coversheet and Index of drawings (100% complete)
- Architectural Plan and Details (75% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Structural Plan (75% complete)
- Mechanical and Plumbing Plan (75% complete)
- Electrical Plan (75% complete)
- Outline of Technical Specification (100% complete)
- Technical Specifications (75% complete)
- Third-party cost estimate
- Quantity Summary Sheet (95%)
- Utility Clearance Letter/Certificates
- Contract Time Determination

Upon completion of the pre-final phase, the Consultant shall submit two (2) copies of the pre-final design documents for review and comments. The Consultant shall also provide electronic copies of the submittal in the format requested by the Owner, which may include, but is not limited to, PDF, CAD, or GIS shapefiles. If the Owner considers submittal as not compliant with the above required completion percentages, the consultant must resubmit as per the above-mentioned requirements. No adjustments to the design schedule will be made in the event the consultant fails to meet the above-mentioned completion requirements.

The City of El Paso Project Manager and the consultant of record (DOR) shall attend the City Design Review (CDR) meeting to present and answer any comments and or Issues by the review board in order for CID to give direction to the project manager and consultant to proceed to the next phase of the project.

D. 90% Pre-Construction Documents:

The Consultant shall comply with the 100 percent (100%) design schematic provided by the Capital Improvement Department, deliver the design fully complete as shown below, and provide a Design Monitoring Report upon submission.

The Consultant shall submit the following final design phase submittal:

- Coversheet (100% complete)
- Architectural Plan and Details (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Structural Plan (100% complete)
- Mechanical and Plumbing Plan (100% complete)
- Electrical Plan (100% complete)
- Outline of Technical Specification (100% complete)
- Technical Specifications (100% complete)
- Quantity Summary Sheet (100%)
- Final Contract Time Determination
- Final Utility Clearance Letter/Certifications
- Final Third-party cost estimate

Upon the completion of the final design phase, the consultant shall submit two (2) copies of the final design documents for review and comments. The consultant must also provide electronic copies of the submittal in the format requested by the Owner, which may include, but is not limited to, PDF, CAD, or GIS shape files. If the Owner considers the submittal as not compliant with the above required completion percentages, the consultant must resubmit as per the above-mentioned requirements. No adjustments to the schedule contained in Section 6.0 will be made in the event the consultant fails to meet the above-mentioned completion requirements.

The Consultant is to digitally submit all required documentation to the City of El Paso Planning and Inspection Department through the “City of El Paso, Texas Online Permitting/Licensing Citizen Portal” for permit review on or before the due date of this task as indicated on the Notice to Proceed.

The City of El Paso Project Manager and the consultant of record (DOR) might attend the City Design Review (CDR) meeting to present and answer any questions or comments by the review board in order for CID to give direction to the project manager and consultant to proceed to bidding.

E. 100% Construction Documents :

The Consultant is to deliver the following documents suitable for procurement to include

- Single Document Permit Drawings with DOR seal and signature and CoEP Planning and Inspection Permit Review acceptance stamps
- Technical Specifications sealed and signed
- Cost Estimate for Construction
- Platting and Zoning Approvals

F. Cost Estimates:

The designer shall develop and submit the construction cost estimates per each design phase, Programming Phase, 30%, 60%, and 90% for review and approval. The construction cost estimate is expected to be within ten percent (10%) of the bid for the base bid item expected from the lowest responsible bidder. All cost estimates are to be submitted as a package with each deliverable milestone; no exceptions. The designer's final estimate shall consider all labor costs based on the City of El Paso's current prevailing wage rates as adopted by the City Council.

F. Bidding and Construction:

For bidding purposes, the consultant shall submit a PDF and CAD files of the sealed construction drawings, sealed technical specifications, scope of work, unit price bid proposal form, and detailed real-world value cost estimate.

During the bidding process, the Consultant shall assist the Owner in responding to all inquiries from prospective bidders, attending a pre-bid conference, and prepare any addendums required.

Before the bid opening, the Consultant shall provide PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, written bid clarifications, and final third-party estimate.

After the bid opening and before the preconstruction meeting, the Consultant shall provide 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.

During the construction phase, the consultant shall produce and provide 24"x36" electronic format "as-built" drawings. The Consultant shall assist the owner on a time and material basis which includes attending pre-construction meetings, responding to requests for information (RFIs), providing Architectural supplemental Information (ASI), providing advice and recommendations to the owner, reviewing contractor technical submittals, and providing written observation reports (as needed), advising the owner on the validity of requested change orders, preparing independent cost estimates on requested change orders resulting from design oversights, participating in punch list inspections and providing a punch list to the owner, and participating in a final inspection.

Design Analysis

Design analysis shall include all engineering calculations for review by the Owner, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

2.2 Reproduction

The designer shall be responsible for printing for the different phases and for code review requirements.

2.3 Quality Assurance

A. Design Standards Compliance:

- Ensure all designs adhere to relevant building codes, regulations, and industry standards.
- Conduct regular audits to verify compliance with design standards and requirements.

B. Document Control:

- Implement robust document control procedures to manage project documentation effectively.
- Maintain version control, document revisions, and ensure proper documentation of design changes and approvals.

3.0 GENERAL REQUIREMENTS AND CRITERIA

3.1 Design must meet all applicable City Codes and Ordinances.
3.2 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.
3.4 The designer shall submit all redlines to the Owner when plan submittals are due.

4.0 OTHER CONSIDERATIONS

4.1 Work shall be coordinated with the City of El Paso Capital Improvement Department, Police Department, and all affected stakeholders.
4.2 Design shall follow the City of El Paso Department of Information Technology Services requirements for computer and telephone systems, if applicable.
4.3 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.

5.0 REQUEST FOR PROPOSAL BREAKDOWN

All services described under Design and Bidding will be considered Basic Services. The Consultant shall submit a detailed cost proposal based on the contract, and after agreed negotiations, a purchase order will be opened. If necessary, the Owner will request all services under Construction in writing (DO NOT SUBMIT A COST PROPOSAL AT THIS STAGE OF THE PROCESS).

6.0 PROJECT SCHEDULE

The Consultant shall submit a detailed preliminary schedule based on the project scope, including review time by the Owner. The schedule shall include preliminary design, prefinal design, final design, public involvement, and owner's review time as follows:

- Programming Phase: 35 calendar days
- 30% Schematic Design Phase: 60 calendar days
- 60% Design Development: 60 calendar days
- 90% Pre-Construction Documents: 45 calendar days
- 100% Construction Documents (Permit Stamped Revisions): 14 calendar days

QUANTUM
engineering consultants incorporated

July 18, 2025
(Revised July 30, 2025)

DEKKER DESIGN
108 S. Stanton Street
El Paso, Texas 79901

Attn: Kurtis Morton, AIA, CCCA, LEED AP BD+C
Studio Leader/Principal

Re: Phasing Plan Study
El Paso Police Department - Mission Valley Regional Command Center
9011 Escobar Drive
El Paso, Texas 79907

Dear Mr. Morton:

Quantum Engineering Consultants, Inc. submits herewith our *revised* proposal to provide professional engineering and surveying services in connection with the **Site Civil Design for the El Paso Police Department – Mission Valley Regional Command Center as shown on the attached exhibit, for the City of El Paso,** El Paso, Texas (hereinafter called the *Project*). This proposal is based on the email dated June 18, 2025, the attached exhibit, and the requirements set forth by The City of El Paso. You are expected to furnish us with full information as to your requirements, including any special or extraordinary considerations or special services needed, and to make available all pertinent existing data.

Our **BASIC SERVICES** will consist of the following:

Item A: PROFESSIONAL SURVEYING SERVICES *(by Subconsultant)*:

1. A Topographic, Boundary and Improvement Survey of the subject area is included in our fee proposal, which identifies location and description of observable evidence of all above-ground improvements (including landscaping features, drainage infrastructure, etc.); location and description of observable evidence of above-ground easements and utilities; spot elevations; contour lines; a plat of survey signed and sealed by a Registered Professional Land Surveyor. The survey will also include identifying roadways/street Right-of-Way, where applicable. The survey will show existing underground utilities based on "Record" or "As-Built" documentation. However, there is no guarantee that these utility locations are accurate. Contractor will be responsible for identifying the exact location (vertically and horizontally) of these utilities. The surveying service fees have been broken down into four areas of priority, please refer to the attached exhibit and the professional fee breakdown section of this proposal.
2. Please keep in mind that the estimated timeline for completion of this work is 35 to 40 working days upon receipt of the signed agreement.

Item B: PROGRAMMING PHASE:

1. Research site-specific requirements with DPS, City of El Paso, Design Team, El Paso Police Department and/or Facility users.
2. Our analyses and evaluation process of the site will consist of researching drainage flow patterns, flood zones and existing drainage infrastructure.

124 W. Castellano Drive
Suite 100
El Paso, Texas 79912
P 915.532.7272
F 915.532.7373
quantum@QECeng.com

3. Prepare exhibits, as necessary, based on information that has been made available to us and our field reconnaissance.
4. Perform **Preliminary Drainage Computations** to estimate existing and proposed stormwater runoff quantities as necessary for the Project Program.
5. Submit our Civil Narrative to DPS for inclusion into the project program.
6. Provide DPS with a hard copy and electronic copy of the Civil Narrative and associated exhibits.
7. Our fee includes site visits and field reconnaissance in order to prepare the appropriate exhibits and Project Civil Narrative.

Item C: SITE CIVIL DESIGN PHASE SERVICES

1. Research site-specific drainage requirements with the City of El Paso, and/or El Paso Water – Stormwater Division.
2. Analyze on-site and adjacent roadway drainage flow patterns, and calculate, as necessary, **Standard Drainage Computations** to estimate Stormwater runoff quantities as per the City of El Paso and/or El Paso Water-Stormwater Division requirements. However, our fee does **NOT** include FEMA analyses, studies, submittals or coordination or a drainage report (if required by the City of El Paso and/or El Paso Water of the subject property analyzing existing conditions and proposed improvements.
3. Once the final DPS development plan and associated site improvements have been approved by all parties/stakeholders, a set of Preliminary (30%), Pre-Final (75%) and Final (90% and 100%) set of design documents will be prepared. Our fee includes the design of all driving aisles, driveways, and surface parking lots as determined by the proposed phasing budgetary requirements of the project. QEC will prepare a detailed grading and drainage plan of the site to make sure proper drainage is achieved throughout. This may include new on-site retention/detention basins and/or expansion/modifications of existing stormwater facilities. **QEC has not made any provisions for a Horizontal Control/Dimension Control Plan. DPS shall provide the site development plan in AutoCAD format. QEC will provide an additional services proposal for any modifications and/or re-creation of site plan linework or dimension control plan should this be necessary.** Preliminary design shall be reviewed by DPS, City of El Paso and facility user(s). Once the Preliminary Design of the proposed site improvements has been approved by all parties, Pre-Final and Final Design Documents will be prepared. The final grading and drainage plan/scheme will closely follow the existing drainage flow patterns of the development. Our fee does **NOT** include a separate Master Grading Plan, Earthworks Package or Rough Grading Package. Should these services be required by the DPS or the City of El Paso, it will be billed on an hourly and reimbursable basis, in accordance with Attachment No. 1 or on a lump sum fee agreed upon by both parties, in writing, before any work begins.
4. Our fee does **NOT** include a Traffic Impact Analyses or Traffic Study. QEC will, however, perform the necessary vehicle turning movements throughout the site to make sure that all vehicles that utilize the site can maintain proper movements within the facility. Our fee does NOT include a Pedestrian and Traffic Control Plan.
5. Prepare a Selective Demolition Plan for each submittal of site civil related items including asphaltic pavement, curbing, sidewalks, flumes, swales, miscellaneous sitework items, etc. This does not include the demolition of buildings or other architectural related features or items.
6. Prepare Standard Details and Typical Sections and refine for each submittal (30%, 75%, 90% and 100%).
7. Prepare Standard Drainage Details and design the on-site stormwater conveyance systems (surface or subsurface) for the anticipated runoff. This includes the design of new on-site retention/detention impoundments/harvesting areas for stormwater runoff and/or the expansion/modification or relocation of existing stormwater facilities (if necessary) to make sure positive drainage is achieved throughout. (QEC will ensure positive drainage in all directions away from existing building structures.)

8. Our fee proposal includes the design of ADA accessible walks, drives and parking based on the Site Development Plan and Dimension Control Plan prepared by DPS.
9. Our fee includes coordination and meetings with City of El Paso, facility user(s), City of El Paso Land Development Division, DPS, El Paso Water, and the Design Team to coordinate reviews and obtain the appropriate approvals of the final grading and drainage plan/scheme.
10. Our fee proposal does **NOT** include the relocation, adjustment, replacement, and/or removal of any irrigation systems and associated appurtenances within the subject area to be disturbed and based on the Construction Documents prepared by QEC. These services shall be provided by the project's Landscape Architect and Licensed Irrigator (if required).
11. Our fee will **NOT** include the design of site structural retaining walls, vaults or structural mechanical yard slabs/pads. Structural retaining walls and/or pads are to be designed by the appropriate engineering discipline or Project Licensed Structural Engineer.
12. Water and Fire Protection **Service Utility Plans and Associated Details** to five feet outside the building are **NOT** included in our Fee Proposal. QEC will also not be responsible for the coordination and/or design of the mechanical (including natural gas systems coordination, planning and design) or electrical utilities. Additionally, our fee does **NOT** include the relocation of backflow preventers, fire hydrants, vaults, manholes; the design of distribution and collection mains, other than what is required for the proposed improvements. Analyses/Design of sewer lift stations or pump station design are **NOT** included. These services shall be provided by the appropriate engineering discipline(s). Should these services be required by QEC, it will be billed on an hourly and reimbursable basis, in accordance with *Attachment No. 1* or a lump sum, Not-To-Exceed fee agreed upon by both parties in writing.
13. Prepare a Stormwater Pollution Prevention Plan and associated SWPPP Specifications for each submittal (30% 75%, 90% and 100%).
14. Prepare written Technical Specifications for the Civil portion of the Work and refine for each submittal.
15. Perform all engineering work and prepare drawings in accordance with the City of El Paso Design Standards, TxDOT standards and requirements, and El Paso Water standard details, specifications, and requirements.
16. Submit the final civil drawings to the DPS, City of El Paso, and El Paso Water, for review and approval, and address any City, architectural, and El Paso Water comments.
17. Provide DPS with an electronic copy in PDF format and one (1) set of final reproducible documents for the Project.
18. Services also include attending meetings and providing coordination with the DPS, El Paso Water, City of El Paso, utility companies, Design Team, and any other entities/parties affected by the proposed improvements. Out of town meetings or trips will be considered additional services and billed on an hourly and reimbursable basis in accordance with *Attachment No. 1*.

Item D: LIMITED BIDDING and CONSTRUCTION PHASE SERVICES *(Time and Materials, Not to Exceed Basis):*

1. QEC will participate in the Pre-Bid and Pre-Construction Conferences as requested by DPS and/or City of El Paso.
2. QEC will review and respond to all civil design related Requests for Information (RFIs).
3. QEC will assist in preparing addenda and provide recommendations or answer any questions that the Contractor may have. We will also include shop drawing and submittal review for all civil related components.
4. Two project site visits per month are included in our Item "D" services to observe and document the progress and nature of the Work. QEC will prepare field reports and submit them to the Client monthly. QEC will make sure that the proposed improvements are constructed in general conformance with the approved Project documents and in accordance with the governmental agencies or entities having jurisdiction over this Project. Services of a full-time Resident Project

Representative (RPR) are **NOT** included in our fee proposal but can be provided if authorized in writing by DPS or City of El Paso. If these services are required, they will be billed on an hourly and reimbursable basis, in accordance with *Attachment No. 1*.

5. Pre-final and Final Punch List Field Observations for the Civil portion of the Work will be included in our Basic Services.
6. RECORD DRAWINGS reflecting "As-Built" information based on Contractor supplied information will be included as part of our Basic Services. Certified "RECORD DRAWINGS" of all civil related items shall be prepared. Surveying Services necessary to obtain "As-Built" information is NOT included in our fee. QEC will prepare a Permit Closeout Letter that all civil related items were constructed in General Conformance with the Civil plans and specifications, if and only if, QEC is contracted to perform Item D4 as stated herein.
7. Attend miscellaneous meetings as may be required by DPS, City of El Paso, and El Paso Water.

Items E – WASTEWATER DESIGN AND LIMITED BIDDING/CONSTRUCTION PHASE SERVICES *(by Subconsultant)*:

1. Coordination with the Project Architect, Landscape Architect and MEP Engineer for this work.

2. Site **Wastewater Service Utility Plans and Associated Details** for the site are included in our Fee Proposal. **However, QEC will NOT be responsible for the planning or design of thermal utilities including trench details, plan & profiles and associated appurtenances.** This work shall be performed by the appropriate engineering discipline. Additionally, QEC will **NOT** be responsible for the coordination and/or design of the mechanical, natural gas or electrical utilities or analysis and design of sewer lift stations or pump stations. Should these services be required by QEC, it will be billed on an hourly and reimbursable basis, in accordance with our hourly rate and expense sheet or a lump sum, Not-To-Exceed fee agreed upon by both parties in writing, prior to initiating any work.

3. Provide Construction Plans and Technical Specifications for Bid Packages.

4. Our subconsultant will review and respond to wastewater service design related Requests for Information (RFIs).

5. Our subconsultant will assist in preparing addenda and provide recommendations or answer any questions that the Contractor may have. We will also include shop drawing and submittal review for all wastewater service related components.

6. Semi-monthly project site visits to observe and document the progress and nature of the civil Work are included. QEC will make sure that the proposed site wastewater related improvements are constructed in general conformance with the approved Project Documents and in accordance with the governmental agencies or entities having jurisdiction over this Project. Services of a full-time Resident Project Representative (RPR) are **NOT** included in our fee proposal but can be provided if authorized in writing by DPS Architects, El Paso Police Department, and/or the City of El Paso. If these services are required, they will be billed on an hourly and reimbursable basis, in accordance with *Attachment No. 1*.

7. Pre-final and Final Punch List Field Observations for this work will be included in our Basic Services. Final Construction inspection for this work is included in this fee proposal.

8. RECORD DRAWINGS reflecting "As-Built" information based on Contractor supplied information will be included as part of our Basic Services. Certified "RECORD

DRAWINGS" of all water, fire and wastewater related items shall be prepared. Surveying Services necessary to obtain "As-Built" information are **NOT** included in our fee.

9. Attend miscellaneous meetings and coordination as may be required by DPS, El Paso Police Department, El Paso Water, City of El Paso, utility companies, Contractor, Project Surveyor, Design Team, and/or other parties/entities involved with the proposed site improvements.

The fees do not cover any processing, permitting or review fees that may be required from the utility companies, City of El Paso and/or any other agencies having jurisdiction, including RAS and TDLR.

PROFESSIONAL FEES: We agree to perform the above Scope-of-Services for the fees listed below. Please keep in mind that our fees shall not be adjusted based on percentage of construction costs or bid procurement method. Our fees include coordination meetings with the City of El Paso, DPS, El Paso Water, Project Surveyor, and all parties, agencies, and/or entities affected by the proposed improvements.

Item Description	***Fees***
Item A: Professional Surveying Services *(by subconsultant)*	
Priority 1- ADA Compliant Paths:	**$5,750.00**
Priority 2- Address tripping hazard, laydown area, replace grass/landscape:	**$6,900.00**
Alternate 1: Replace overflow gravel parking with HMAC :	**$4,025.00**
Alternate 2: Remove and replace pavement structure at parking areas:	**$14,950.00**
Item B: Programming Phase:	**$2,670.00**
Item C: Site Civil Design Phase Services:	
Priority 1- ADA Compliant Paths and Priority 2 - Address tripping hazard, laydown area, replace grass/landscape:	**$21,505.00**
Alternate 1: Replace Overflow gravel, parking w/HMAC:	**$4,780.00**
Alternate 2: Remove and replace pavement structure at parking areas:	**$5,700.00**
Item D.1: Bidding and Permitting Phase Services-*(Time and Materials, Not to Exceed)*:	**$2,515.00**
Item D.2: Construction Administration Phase Services-*(Time and Materials, Not to Exceed)*:	**$5,160.00**
Item D.3: Close-out*(Time and Materials, Not to Exceed)*:	**$1,210.00**
Item E.1: Wastewater Service Design Phase	**$8,075.00**
Item E.1: Wastewater Service Limited Bidding Phase Services	**$310.00**
Wastewater Service Limited Construction Phase Services	**$1,370.00**

QEC will not be responsible for fees associated with ADA reviews by the Design Team's Registered Accessibility Specialist.

REPROGRAPHIC EXPENSES: ENGINEER is responsible for all reprographic expenses associated with submittals for securing approvals from the City of El Paso, El Paso Water, and/or any

other entity/agency affected by the proposed improvements. CLIENT shall pay for all other reprographic expenses.

ITEMS PROVIDED by CLIENT: We understand that CLIENT is responsible for providing us with the following items:

1) An electronic copy of the final approved architectural site development plan of the proposed new site improvements by the Project Architect.
2) An electronic copy of the approved landscape architectural site development plan of the proposed site improvements.
3) A current soils investigation report for the site prepared by a licensed Professional Engineer. This report shall be suitable for Civil design purposes and shall include, at a minimum, soil borings, soil classifications, earthwork recommendations, subgrade preparation and compaction requirements, and concrete/asphalt pavement section recommendations. If on-site ponding or harvesting areas are required for stormwater management, the soils investigation shall also include percolation test(s) for the proposed ponding or harvesting area(s) as required by the City of El Paso, and/or El Paso Water – Stormwater Division. Percolation tests shall be performed at 5 feet below the invert of each pond/harvesting area.
4) Any additional soils investigations as may be required by the City of El Paso, El Paso Water, or other agencies; construction materials testing services; and/or any filing, permit, or application fees.
5) QEC does not provide environmental design or consulting services. CLIENT is solely responsible for determining the need for and selecting and contracting any specialized consultants as may be required for any environmental studies and/or remediation efforts in connection with the Project.

note: All drawings provided by CLIENT shall be furnished to us on diskette in a file format compatible with AutoCAD 2024.

EXCLUSIONS: Unless specifically listed above, our professional services do NOT include plan checking processing fees associated with planning, engineering, ADA, RAS, or utility services; alley, Right-of-Way or street vacations; professional surveying services; other than what is included in Item "A" herein; LEED certification/LEED assessments, calculations or submittals; separate Master Grading Plans or Rough Grading Package/Earthworks Package; platting or re-platting of property; rezoning of property; site development plan/horizontal control plan of the regional command center, parking lots, drives and associated site improvements (by Project Architect); site masterplans; FEMA analyses, studies or coordination; drainage reports; structural design including illumination pole foundations, mechanical equipment concrete pads or site retaining walls; environmental or geotechnical engineering services; concrete or asphalt pavement analysis or design (by Geotechnical Engineer); construction staking; building demolition plans; traffic impact studies/analyses, Traffic Impact analyses or traffic engineering services; traffic signal design; planning/design/coordination of mechanical or electrical engineering services; natural gas systems planning, analyses, design or coordination; asbestos survey/abatement; planning or design of deceleration and/or acceleration lanes; off-site drainage studies or analyses; landscape and irrigation plans; site MEP plans and associated details including natural gas systems; extensions for off-site water, fire protection or wastewater analyses or design, Water/Wastewater Masterplan analyses or design; bidding or construction phase services other than what has been included in Item "D" herein; construction management; services of a full time resident project representative (RPR) during construction; out of town trips and/or any other services not explicitly stated to be provided by this proposal.

INDEMNIFICATION: To the extent of available coverage under QEC's insurance coverage, QEC shall indemnify and save harmless (but not defend) Client against any, and all loss, liability and damages arising out of any claim, suit, or legal proceeding to recover damages for wrongful death, bodily injury,

illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of QEC, its subcontractors, agents or employees. Client shall indemnify and save harmless QEC from and against any and all loss, liability and damage arising out of any claim, suit, or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:

1. The negligent errors or omissions or willful misconduct of Client, its contractors, subcontractors, agents, or employees.
2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by Client, or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed, or specifically required by Client to be used or incorporated by QEC into the work to be performed by QEC. QEC shall not be under any duty or obligation to investigate for the existence of such conditions and shall not be responsible for any failure to discover such conditions.
3. Failure of Client to provide information or services required to be provided by Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.
4. Any claim asserted by an individual Homeowner or a Homeowner's Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of QEC, its subcontractors, agents, or employees. Client's obligation to indemnify QEC under this Clause shall include (without limitation) reimbursement to QEC for all reasonable costs incurred in the defense of such claims, including attorney's fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless QEC is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding Client shall have no duty to reimburse QEC for any such damages or costs which are attributable to QEC's negligence.

CONFIDENTIALITY: QEC will use its best efforts and will take reasonable precautions to protect and maintain the confidentiality of any information supplied by Client during the course of this Agreement and which is identified in writing by Client as being confidential information except to the extent that disclosure of such information to third parties is necessary in the performance of QEC's services. This clause shall not apply to any information which is in the public domain, or which was acquired by QEC prior to the execution of this Agreement or obtained from third parties under no obligation to Client.

RIGHT TO SUSPEND SERVICES: QEC shall have the right to suspend services on this project if (a) Client fails to make payments when due or otherwise is in breach of this Agreement; or (b) the parties have not executed a written contract for QEC's services and unpaid invoices have been rendered with an aggregate balance exceeding $2,500.00. If the project is suspended by the Client for more than thirty (30) consecutive days, QEC shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, QEC's compensation shall be equitably adjusted upon mutual agreement to provide for expenses incurred in the interruption and resumption of QEC's services.

AUTHORIZATION TO PROCEED: If QEC is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

DOCUMENTS FURNISHED IN ELECTRONIC MEDIA: Drawings and data provided to QEC in digital format must be in a form acceptable to QEC. Drawing files shall be in AutoCAD *.dwg format version 2009 or higher, or a QEC approved alternative. All files must be created with a legal

license. As restricted by copyright law, QEC cannot accept any *.dwg or other file generated under an educational AutoCAD software license. Instruments of professional service provided by QEC in electronic media form, once released by QEC, may be subject to inaccuracies, anomalies, and errors due to electronic translation, formatting, or interpretation. QEC is not responsible for errors and omissions because of these conditions or for those resulting from conversion, modification, misinterpretation, misuse or by others after electronic media is released by QEC.

ADDITIONAL SERVICES: We may also furnish any ADDITIONAL SERVICES as you may request and authorize in writing. If significant revisions to the Civil Construction Documents are required due to changes to the final site development plan by DPS, City of El Paso, design consultant for the new El Paso Public Safety Campus, or others associated with the development of the site plan, these revisions will be considered ADDITIONAL SERVICES. ALL ADDITIONAL SERVICES will be charged in accordance with *Attachment No. 1*.

REIMBURSABLE EXPENSES: REIMBURSABLE EXPENSES, including the tax on boundary surveys, incurred in connection with ADDITIONAL SERVICES will be charged on the basis of actual cost plus 15-percent.

BILLING: Invoices will be issued monthly for work completed through the date shown on the invoice. Invoices are due and payable upon receipt. Invoices not paid within thirty (30) days of the invoice date, shall accrue interest at a rate of 1-1/2% per month from the due date of the invoice and continue until outstanding balances have been paid. Questionable charges or errors on an invoice shall be brought to the attention of QEC within fourteen (14) days of the invoice date, or it will be presumed that the charges were correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. QEC may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced. QEC reserves the right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts that continue for longer than one (1) year. QEC requires payment of invoices for services in accordance with this policy in order to continue the work.

FAILURE TO PAY: Failure of the Client to make payments to QEC in accordance with this Contract shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment to QEC within thirty (30) days of a properly documented invoice, for services properly performed, QEC may, upon fourteen (14) days written notice to the Client, suspend performance of services under this Contract. Unless QEC receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, QEC shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. The CFO will inform all project managers when the client's account is current, at which time work will resume on the project(s). Alternatively, the client may request arrangements for payment on the account and, upon approval of the CFO, authorization to proceed with work on those projects will be issued. **Where engineering services have been performed on private property, a Mechanic's Lien may be placed on the land when any invoice, or portion of an invoice, remains unpaid for 60 days. That lien will be released upon receipt of full payment of outstanding amounts.**

PROGRESS AND PERFORMANCE: The provisions of this Contract and the compensation to QEC have been agreed to in anticipation of continuous and orderly progress through the completion of QEC's services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which QEC has no control. If QEC's services are suspended or delayed, the times of performance shall be extended to the extent such delay or suspension. A delay or suspension shall not terminate this Contract unless QEC elects to terminate in accordance with this Contract. If a delay

or suspension extends for a period of greater than one year for reasons beyond the control of QEC, the fees and rates of compensation set forth in this Contract shall be subject to renegotiating.

PERIOD OF OFFER: Any proposal by QEC to provide services must be accepted within sixty (60) days of the proposal. This sixty (60) day period may only be extended by mutual written agreement of both QEC and the Client. QEC shall have the option of canceling a proposal from QEC at any time prior to the original proposal. In the event the Client accepts a proposal from QEC, by executing and delivering either the signed original or copy to QEC, the signed proposal and the attachments expressly incorporated therein by reference shall constitute the entire Agreement between the parties for the Scope of Services to be performed (the "Project"). If the Client requests that QEC begin work, prior to the Client's execution of the proposal, and QEC performs work in accordance with the proposal, the proposal and these terms and conditions shall constitute the Agreement between the Client and QEC even if the Client fails to return an executed proposal to QEC.

SCOPE OF SERVICES: QEC shall only be obligated to perform those services expressly described in this Agreement. Unless expressly provided for herein, QEC has in no event any obligation or responsibility for:

1. The correctness and completeness of any document which was prepared by another entity.
2. The correctness and completeness of any drawing prepared by QEC, unless it was properly sealed by a professional on behalf of QEC.
3. Favorable or timely comment or action by any government entity on the submission of any construction documents, land use or feasibility studies, petitions of exceptions of waivers, or other requests or documents of any nature whatsoever.
4. Taking into account off-site circumstances other than those clearly visible and actually known to QEC from on-site work.
5. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
6. The correctness of any geotechnical services performed by others, whether or not subcontractors to QEC.
7. The accuracy of earthwork estimates and quantity take-off(s), or the balance of earthwork cut and fill.

Should shop drawing review and/or approval be incorporated into the Scope of Services, QEC shall pass upon the shop drawings with reasonable promptness. Checking and/or approval of shop drawings will be general, for conformance with the design concept of the Project and compliance with the information given in the Contract Documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual held or field conditions. Approval shall not be considered as permitting of any departure from contract requirements nor as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist.

CLIENT'S ORAL DECISIONS: The Client, or any of the Client's directors, officers, partners, members, managers, employees or agents having apparent authority from the Client, may orally: (a) make decisions relating to QEC services of the Agreement; (b) request a change in the Scope of Services by QEC under the Agreement; or (c) request the performance by QEC of additional services under the Agreement; provided, however, that QEC shall have the option to require that the Client submit such decision or request in writing before such decision or request will be deemed to have been effectively made. The Client may from time to time, and at any time, limit the authority of any persons to act orally on the Client's behalf under this Paragraph, by providing advanced written notice to QEC.

OWNERSHIP OF INSTRUMENTS OF SERVICE: All calculations, drawings, reports, plans, specifications, computer files, field data, notes, and other documents, prepared by QEC under this

Agreement, are instruments of QEC's services for use solely with respect to the Project, and, unless otherwise provided, shall remain all common law, statutory and other rights reserved, including the copyright thereto. The Client shall be permitted to retain copies, including reproducible copies of said instruments of service for information and reference in connection with the Project. QEC's calculations, drawings, reports, plans, specifications, computer files, field data, notes or other documents shall not be used by the Client for other projects or for the completion of this Project by other professionals, unless the Client makes an agreement for such, satisfactory to QEC. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with QEC's reserved rights.

FEES AND COMPENSATION: In the event the Client requests QEC to perform services not specifically described in this Agreement, the Client agrees to compensate QEC for such services in accordance with the hourly rates as set forth on *Attachment No. 1* of this Agreement, or in any subsequently effective schedule unless a written agreement has been signed by both parties indicating the fee basis of such additional changes. In the event that no rate of compensation is set forth on *Attachment No. 1*, or through written agreement, QEC shall be compensated for such services at QEC's then current hourly rates. Hourly rates are subject to periodic revision at the discretion of QEC.

OPINIONS OF PROBABLE COST: Since QEC has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor(s) methods of determining prices, competitive bidding or market conditions, QEC's opinions of probable construction costs and project cost provided for herein are to be made on the basis of QEC's experience and qualifications and represent QEC's best judgment as experienced and qualified professionals, familiar with the construction industry. QEC makes no warranty, expressed, or implied, that the bids or the negotiated cost of the work will not vary from QEC's opinion of probable project or construction cost.

RECORD DRAWINGS: QEC's scope of services is limited. To the extent that QEC is observing construction work, we are doing so on a periodic or occasional observation basis and looking for general conformance to the Contract Documents. QEC's scope of service does not include having full-time Inspector's on the site every day observing every detail of the execution of the project, nor do our services include supervising the Contractor's work to assure compliance with the plans and specifications. QEC can only realistically observe whether the Contractor is in general conformance with the Plans and Specifications. **Therefore, QEC will ONLY certify that, to the best of our knowledge, information and belief, the project was constructed in general conformance with the design concept of the Contract Documents**. QEC will prepare a Permit Closeout Letter that all civil related items were constructed in general conformance with the Civil plans and specifications. The Letter will be provided if, and only if, QEC is retained to provide Construction Phase Services to observe and document if improvements are constructed in general conformance with the approved Project Documents (as per the frequency outlined herein).

HAZARDOUS MATERIALS: As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to, asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that QEC's Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event QEC or any other party encounters any hazardous or toxic materials, or should it become known to QEC that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of QEC's services, QEC may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify

and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

WAIVER OF CLAIMS FOR HAZARDOUS MATERIALS: In consideration of the substantial risks to QEC in rendering its services in connection with the Project due to the presence or suspected presence of hazardous materials at or near the jobsite, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause or causes of action of any kind, including but not limited to negligence, breach of contract or warranty, either expressed or implied strict liability or any other causes, against QEC, its officers, directors, partners, employees or subconsultants, which may arise out of or may in any way be connected to the presence of such hazardous materials. The Client acknowledges that QEC is not and shall not be required to be in any way an "arranger," "generator," "operator," or "transporter" of hazardous materials present at or near the Project site, as these terms are defined in applicable Federal or State statutes.

TERMINATION: Either party may terminate the Agreement in the event of a material breach by the other party. Client shall immediately pay QEC for all services rendered and expenses incurred through the termination date, including fees and expenses incurred by QEC as a result of the termination.

PAYMENT OF OTHER PROFESSIONALS: In the event this Agreement includes continuation of work begun by other Architects, Engineers, Planners, Surveyors, or professionals, QEC may suspend QEC services until Client makes arrangements satisfactorily to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by QEC to be reasonable, QEC may at its sole discretion terminate this Agreement.

ASSIGNMENT AND THIRD-PARTY BENEFICIARIES: Neither QEC nor the Client shall transfer, sublet, or assign any rights under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by QEC shall not be considered an assignment for the purposes of this Agreement.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and QEC agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to non-binding mediation, unless the parties mutually agree otherwise.

TEXAS LAW TO APPLY: This contract shall be construed under and 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.

LEGAL CONSTRUCTION: In case any part or provision contained in this contract shall, for any reason, be held to be invalid, illegal, or unenforceable by a court in any respect, such invalidity, illegality, or unenforceability shall not destroy this contract, and this contract shall be construed and enforced as if the offending part or provision were not a part of this agreement.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

~~July 21, 2025~~
~~August 4, 2025~~
September 3, 2025 - REVISED

Jesus Palma
Civil Engineer Associate
City of El Paso – Capital Improvement Department
City 2 – 218 N. Campbell, 2nd Floor
El Paso, TX 79901

Re: Solicitation #2025-0450R Architect and Engineering Services for the El Paso Police Department Mission Valley Regional Command Center

Dear Mr. Palma:

Thank you for the opportunity to submit this fee proposal to provide architectural and engineering services for the El Paso Police Department Mission Valley Regional Command Center project. The following is a description of our understanding of the requirements for the design of this new facility based on RFQ #2025-0450R (*Exhibit A*) and our facility walk through with the City and Dekker's consultants on July 8, 2025.

PROJECT UNDERSTANDING AND SCOPE OF WORK:
Dekker understands the project involves tenant improvements to the El Paso Police Department's Mission Valley Regional Command Center, located at 9011 Escobar Drive. We understand that the Police Department will vacate the facility for the duration of construction and design for phasing is not required. The existing facility is a 24,051 square-foot building and requires design for renovations as described in the project RFQ:

- **Architectural and Code Compliance Assessment:** Evaluate architectural elements and the building's compliance with the International Building Code (IBC) and the Texas Administrative Code (TAC)
- **ADA Compliance Assessment and Redesign:** Assess and redesign elements for ADA compliance, including but not limited to door width and clearance, sink and countertop heights, knee clearance, and covering exposed lavatory and sink pipes.
- **Force Protection System Design:** Assess and design the force protection system, including a secondary exit for secured parking, bulletproof glazing and doors for the front entrance lobby.
- **MEP Systems and Assessment and Design:** Assess and design the existing mechanical, electrical, and plumbing (MEP) systems, ensuring emergency backup for lighting and electrical outlets, replacing non-functional emergency exit signs, damaged lighting fixtures, HVAC systems, ductwork, fire lines, water heater redundancy, plumbing fixtures as necessary, and any other concerns identified. Any components identified for replacement must be compatible with existing systems.
- **Fire Systems Assessment and Design:** Evaluate and design updates to fire systems to meet current codes and industry standards, including fire alarms, sprinkler systems, fire extinguishers, and emergency exits. Identify deficiencies and non-compliance issues.
- **Building Structure Assessment and Design:** Address exterior and interior structural concerns, including but not limited to roof assessment, leaks, damaged ceiling tiles, p-lam on counters and cabinets, install card readers for door access, damaged paint, missing wall bases and moldings, non-functional exhaust systems, unnecessary windows, and the condition of windows and doors.
- **Exterior Concerns Assessment:** Assess and design solutions for exterior concerns, including creating a new accessible route from Escobar Drive, repairing or replacing damaged or missing sidewalks, ADA ramps, and pavement striping.
- **Coordination** with effective facility stakeholders to include Information Technology, Facility Maintenance, Environmental and Police Department to evaluate needs and solutions.

We further understand from our site visit the following:

- The roof has multiple areas of ongoing leaks and requires replacement.
- New mechanical units and hot water heaters were installed about a year ago and will remain. Test and balancing is needed for system.
- Facility layout is to remain, no modifications anticipated at this time.
- Renovations are currently in progress at the locker room restrooms. No new work will be required at this location.

SCOPE OF SERVICES:
Dekker will provide as Basic Services and Supplemental Services, planning and design services as required under Section II of *Exhibit A* – RFQ Solicitation #2025-0450R inclusive of all consultants listed under Section III to complete design for the renovations of the Mission Valley Regional Command Center. These services will include Programming, Schematic Design, Design Development, Construction Documents, Bidding & Negotiation, and Contract Administration. Dekker will attend City Design Review meetings in-person after 30%, 60%, and 90% deliverable phases.

We will submit stamped Construction Documents for permitting to the City's One-Stop Shop and respond to all comments required to secure a building permit for the project.

During construction phase we will provide all required services outlined under Section II, Paragraph 1.16 of *Exhibit A* – RFQ Solicitation #2025-0450R. We anticipate attending weekly construction meetings on-site.

CONSULTANTS
The following consultants are included in this proposal:

1. Public Safety Consulting Architects: SCHRADER GROUP
2. Interior Design: Dekker
3. Structural Engineering: Dekker
4. Civil Engineering: Quantum Engineering Consulting, Inc.
5. Communications (IT / AV / Security and Surveillance): DBR Engineering Consultants, Inc.
6. MEP Engineering: DBR Engineering Consultants, Inc.
7. Cost Estimating: CRM Cost Consulting, Inc.
8. Registered Accessibility Specialist: RASADAZZLE, LLC
9. Site Survey: Precision Land Surveyors

COMPENSATION

	Lump Sum
Basic Design Services – Programming thru CD Phases (Fixed Fee)*	$ 365,541
Basic Services – Time and Materials BN through CA (T&M)*	$ 101,583
Supplemental Design Services – Programming thru CD Phases (Fixed Fee)**	$ 33,278
Supplemental Services – Time and Materials BN through CA (T&M)**	$ 8,268
Supplemental Engineering Services – Site Survey***	$ 14,950
Alt Civil Design Services****	$ 10,480
Subtotal	**$ 534,099**
Reimbursable Expenses*****	$ 30,000 Not-to-Exceed
Grand Total	**$ 564,099**

*Basic Services include: architecture, interior design, structural, mechanical, electrical, plumbing and civil engineering
**Supplemental Design Services include telecommunications design, Registered Accessibility Specialist, and cost estimating.
***Supplemental Engineering Services include Site Survey at areas indicated on site plan as shown on *Exhibit B*, Page 13.
****Alternate Civil Design Services for the design of new paved area and replacement/repair of existing paved surfaces.
*****Reimbursable expenses are additional to the fee quoted above and will be billed at cost (no mark-up). Reimbursable expenses include:

- Travel, lodging, and associated meal expenses for specialty design consultants
- Document printing for client reviews and presentations and shipping costs
- Permit review fees - if permit review fees cause total reimbursable expenses to be in excess of amount shown above, reimbursable expense amount is subject to increase

BREAKDOWN OF FEE PER PHASE		**Phase Fee**
Phase 1: Programming Phase -	$	55,100
Site Survey	$	14,950
Phase 2: 30% Schematic Design Phase -	$	97,137
Phase 3: 60% Design Development Phase -	$	110,706
Phase 4: 90% Pre-Construction Documents Phase -	$	99,196
Phase 5: 100% Construction Documents Phase -	$	36,680
Phase 6: Bidding, Permitting (T&M) -	$	14,488
Phase 7: Contract Administration (T&M) -	$	81,618
Phase 8: Closeout (T&M) -	$	13,745
Alternate 1 & 2 Civil Design Services -	$	10,480
Total: 100% -	**$**	**534,099**

OVERALL PROJECT SCHEDULE

Based on the schedule provided in *Exhibit A* – RFQ Solicitation #2025-0450R, we anticipate a design schedule as follows:

Notice-to-Proceed ..... TBD
Building Assessment Phase ..... **(35 calendar days)**
City Review ..... (14 calendar days)
30% Preliminary Design Phase ..... **(60 calendar days)**
City Review ..... (14 calendar days)
60% Pre-Final Design Phase ..... **(60 calendar days)**
City Review ..... (14 calendar days)
90% Final Design Phase ..... **(45 calendar days)**
City Review ..... (14 calendar days)
100% Bid Phase ..... **(14 calendar days)**
City Review ..... (14 calendar days)
Bidding and Negotiation ..... (To Be Determined)

ASSUMPTIONS

- All asbestos abatement and removal of asbestos containing materials (ACM) will be completed by the City outside of this contract
- 3rd Party Building Systems Commissioning to be contracted directly by the City of El Paso. Dekker can assist in procuring these services, if needed.
- The City does not intend to pursue any sustainable program certifications for the project such as LEED, Green Globes, or others.
- Cost estimates will be provided at the conclusion of each design phase. Design modifications will be performed as required to keep project within available construction budget.
- Time & Materials (T&M) amounts based on assumptions of 8 weeks for Bidding Phase, 48 weeks for Contract Administration Phase, and 4 weeks for Closeout Phase. If phase durations extend beyond the allotted periods, additional fee for time may be required.

EXCLUSIONS

- Environmental assessments and documentation for requirements of removal of hazardous materials prior to new renovation and construction activities.
- Fixture, Furniture, and Equipment specification – existing furniture is to be reused
- Resident Project Representative (RPR) services
- Traffic Impact Analysis and traffic engineering services
- Traffic signal design
- Pedestrian and traffic control plan
- Platting or re-platting of property
- Re-zoning of property
- On & Off-site utility design, with the exception of sanitary system replacement, if required
- Off-site drainage studies
- Horizontal control plan
- Environmental reports
- Permitting fees beyond the reimbursable limits above
- Commissioning of Building Systems
- Site and building wayfinding signage beyond code required signage
- Development of exhibits required for certification under any certification programs
- Modifications to existing landscape design or irrigation systems
- FEMA analyses or floodplain remapping services

We will invoice monthly based on our percentage of completion. Payments are due and payable thirty (30) days from the date of the invoice. All amounts unpaid one month after the invoice date shall accrue interest at a rate of 1.50% per month, but not to exceed the applicable maximum lawful interest rate in the jurisdiction in which the project is located.

We thank you for this opportunity to serve the City of El Paso on this exciting and important project. Please let us know if the terms of this proposal are acceptable. Should you have any questions or additional requests, please do not hesitate to contact me on my cell at 915.613.0650.

Sincerely,
DEKKER, LLC

Kurt Morton, AIA
Principal

Attachments: Exhibit A, Exhibit B, Exhibit C

59YY9w [[/

Basic Services		Dekker	SchraderGroup	Quantum	DBR	CRM Cost Consulting	RASADAZZLE	Phase Totals	Phase Totals Basic Services + Supplemental Design Services
Programming Phase	5 Weeks	$42,340	$5,000	$2,670	$995			**$51,005**	**$55,100**
30% Schematic Design Phase	8 Weeks	$69,460	$5,000	$5,700	$9,815			**$89,975**	**$97,137**
60% Design Development Phase	8 Weeks	$69,600	$5,000	$9,355	$17,408			**$101,363**	**$110,706**
90% Pre-Construction Documents Phase	7 Weeks	$64,480	$5,000	$4,705	$15,393			**$89,578**	**$99,196**
100% Construction Documents	2 Weeks	$19,480	$0	$1,745	$12,395			**$33,620**	**$36,680**
Bidding & Permitting	8 Weeks	$9,120	$0	$2,515	$2,055			**$13,690**	**$14,488**
Construction Administration	70 Weeks	$56,590	$0	$5,160	$13,203			**$74,953**	**$81,618**
Closeout	4 Weeks	$9,480	$0	$1,210	$2,250			**$12,940**	**$13,745**
	Consultant Totals	**$340,550**	**$20,000**	**$33,060**	**$73,513**			**$467,123**	**$519,149**

Supplemental Design Services		Dekker	SchraderGrou	Quantum	DBR	M Cost Consult	RASADAZZLE	Phase Totals
Programming Phase	5 Weeks	$0			$245		$3,850	**$4,095**
30% Schematic Design Phase	9 Weeks	$0		$2,422	$2,340	$2,400		**$7,162**
60% Design Development Phase	11 Weeks	$0		$2,423	$3,720	$3,200		**$9,343**
90% Pre-Construction Documents Phase	11 Weeks	$0		$2,423	$3,895	$2,400	$900	**$9,618**
100% Construction Documents	2 Weeks	$0		$807	$2,253			**$3,060**
Bidding & Permitting	8 Weeks	$0		$310	$488			**$798**
Construction Administration	70 Weeks	$0		$1,370	$3,420		$1,875	**$6,665**
Closeout	4 Weeks	$0			$805			**$805**
	Consultant Totals	**$0**		**$9,755**	**$17,166**	**$8,000**	**$6,625**	**$41,546**

Surveying Services	Quantum (PLS - Surveyor)	Phase Totals
Priority 1	$5,750	**$5,750**
Priority 2	$6,900	**$6,900**
Alternate 1	$4,025	**$4,025**
Alternate 2	$14,950	**$14,950**

Alt Civil Design Services			
Alternate 1	$4,780	**$4,780**
Alternate 2	$5,700	**$5,700**
Consultant Totals	**$10,480**	**$10,480**

`

Basic + Supplemental Design + Surveying Services	**$340,550**	**$20,000**	**$58,490**	**$90,679**	**$8,000**	**$6,625**	**$534,099**
Reimbursable Expenses	$20,000	$10,000					**$30,000**
Consultant Totals + Expenses	$360,550	$30,000	$58,490	$90,679	$8,000	$6,625	**$564,099**

DEKKER LLC

	Team Role	Assigned	Billing Rate	Total Hours		Programming Phase 5 Weeks (35 Days) 1	2	3	4	5	Phase Totals		30% Schematic Design Phase 8 Weeks (60 Days) 6	7	8	9	10	11	12	13	Phase Totals	
	Basic Services																					
	Principal-In-Charge	Kurt Morton	$220	84	$18,480	4	4	4	4	4	20	$4,400	2	2	2	2	2	2	4	4	20	$4,400
	Project Manager	Franco Reyes	$190	316	$60,040	16	8	8	8	20	60	$11,400	12	12	12	12	8	8	8	8	80	$15,200
	Project Architect	Mark Paz	$190	248	$47,120	8	8	8	8	8	40	$7,600	8	8	8	8	8	8	8	8	64	$12,160
	Intern Architect I	Rebecca Martinez	$75	1080	$81,000	36	36	36	36	36	180	$13,500	36	36	36	36	36	36	36	36	288	$21,600
	Project Designer	David Mishler	$190	8	$1,520						0	$0	1	1	1	1	1	1	1	1	8	$1,520
	Construction Administrator	Mario Campos	$120	0	$0						0	$0									0	$0
				0	**$208,160**						0	**$36,900**									0	**$54,880**
				0	**$278,210**						0										0	
	Interior Principal	Megan Holubiak	$220	40	$8,800				1	1	2	$440	1	1	1	1	1	1	1	4	11	$2,420
	Interior Design	Becca Dominguez	$100	232	$23,200	2	2	2	2	2	10	$1,000	8	8	8	8	8	8	8	8	64	$6,400
				0	**$32,000**						0	**$1,440**									0	**$8,820**
				0	**$34,900**						0										0	
Structural Team	Structural Engineer	Brian Barnes	$240	45	$10,800	2	2	2	2	2	10	$2,400	1	1	1	1	1	1	1	1	8	$1,920
	Structural Eng. Production	Cristopher Montalvo	$160	90	$14,400	2	2	2	2	2	10	$1,600	2	2	2	2	4	4	4	4	24	$3,840
					$25,200							**$4,000**										**$5,760**
					$27,440																	
		Basic Services Total			**$340,550**							**$42,340**										**$69,460**

60% Design Development Phase 8 Weeks (60 Days)								Phase Totals		90% Pre-Construction Documents 7 Weeks (45 Days)							Phase Totals		100% Construction Documents 2 Weeks		Phase Totals	
14	15	16	17	18	19	20	21			22	23	24	25	26	27	28			29	30		
2	2	2	2	2	4	4	4	22	$4,840	2	2	2	2	2	4	4	18	$3,960	2	2	4	$880
8	8	8	8	8	12	12	12	76	$14,440	8	8	12	12	12	12	12	76	$14,440	12	12	24	$4,560
8	8	8	8	8	8	8	8	64	$12,160	8	8	8	8	8	8	8	56	$10,640	12	12	24	$4,560
36	36	36	36	36	36	36	36	288	$21,600	36	36	36	36	36	36	36	252	$18,900	36	36	72	$5,400
								0	$0								0	$0			0	$0
								0	$0								0	$0			0	$0
								0	**$53,040**								0	**$47,940**			0	**$15,400**
								0									0				0	
1	1	1	1	1	1	4	2	12	$2,640	1	1	1	1	1	4	2	11	$2,420	2	2	4	$880
8	8	8	8	10	10	10	10	72	$7,200	10	10	10	10	10	10	10	70	$7,000	8	8	16	$1,600
								0	**$9,840**								0	**$9,420**			0	**$2,480**
								0									0				0	
1	1	1	1	1	1	4	2	12	$2,880	1	1	1	1	1	4	2	11	$2,640	2	2	4	$960
2	2	2	2	4	4	4	4	24	$3,840	4	4	4	4	4	4	4	28	$4,480	2	2	4	$640
									$6,720									**$7,120**				**$1,600**
									$69,600									**$64,480**				**$19,480**

Billing Rate	Total Hours		Bidding & Permitting 8 Weeks								Phase Totals																
			31	32	33	34	35	36	37	38			39	40	41	42	43	44	45	46	47	48	49	50	51	52	53
$220	32	$7,040									0	$0	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0
$190	127	$24,130	6	6	6	6	6	6	6	6	48	$9,120	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
$190	0	$0									0	$0															
$75	0	$0									0	$0															
$190	0	$0									0	$0															
$120	324	$38,880									0	$0	12	12	12	12	12	12	12	12	8	8	8	8	8	8	8
	0	**$70,050**									0	**$9,120**															
	0										0																
$220	0	$0									0	$0															
$100	29	$2,900									0	$0	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0
	0	**$2,900**									0	**$0**															
	0										0																
$240	0	$0									0	$0															
$160	14	$2,240									0	$0	2	2	2	2	2	2	2	0	0	0	0	0	0	0	0
		$2,240										**$0**															
		$75,190										**$9,120**															

Construction Administration 48 Weeks																																		Pha
54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	
1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	0	1	0	0	0	8	28
1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	8	55
																																	0
																																	0
																																	0
8	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	8	292
																																	0
																																	0
																																	0
1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	4	27
																																	0
																																	0
																																	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14

se Totals	Closeout 4 Weeks				Phase Totals	
	87	88	89	90		
$6,160	0	0	0	4	4	$880
$10,450	6	6	6	6	24	$4,560
$0					0	$0
$0					0	$0
$0					0	$0
$35,040	8	8	8	8	32	$3,840
$51,650					0	**$9,280**
					0	
$0					0	$0
$2,700	0	0	0	2	2	$200
$2,700					0	**$200**
					0	
$0					0	$0
$2,240					0	$0
$2,240						**$0**
$56,590						**$9,480**

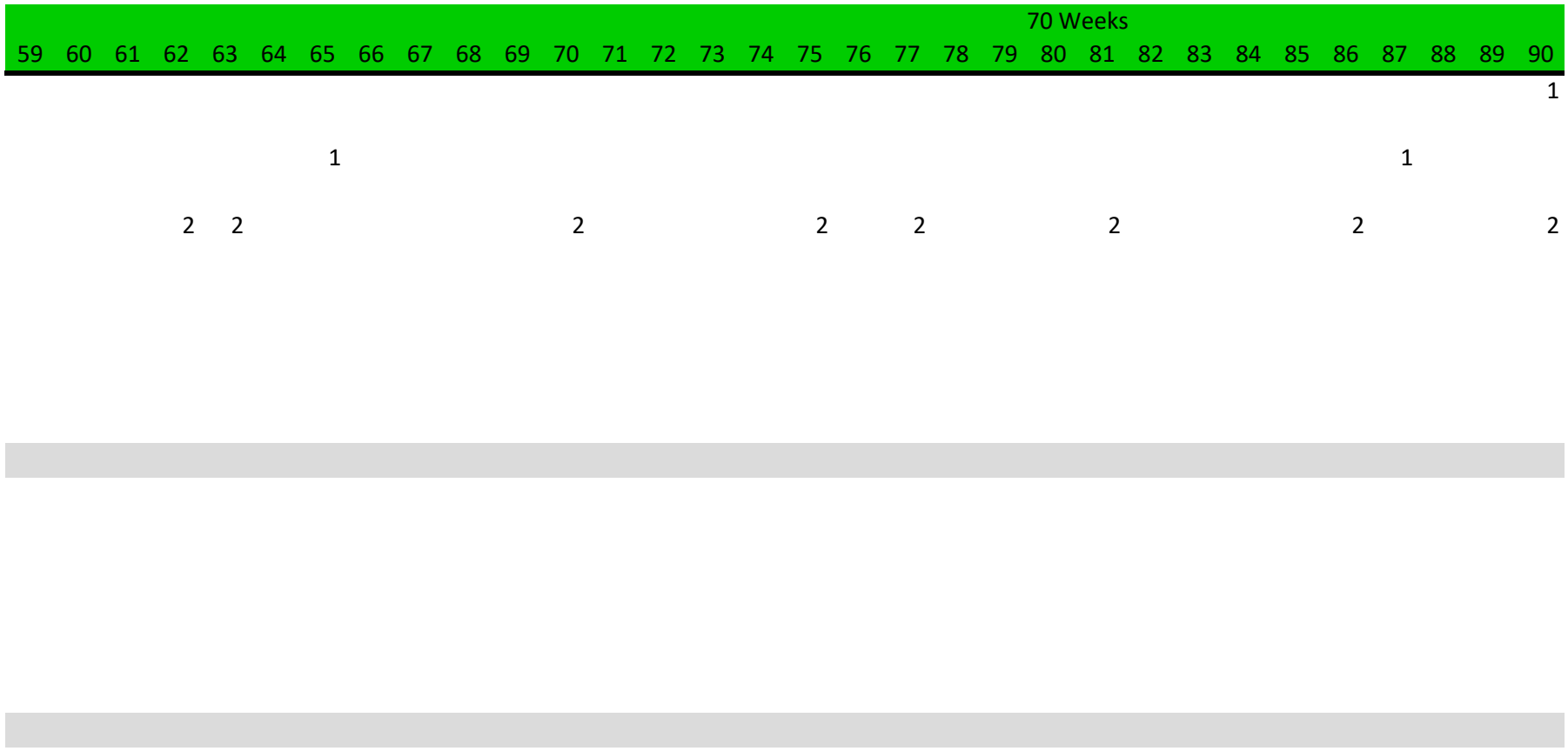
QUANTUM ENGINEERING		Hourly	
Principal In Charge	Robert Gonzales	$300	1510.5
Engineering Manager/Project Manager	Wendy Arredondo	$250	3530
Project Engineer	Brianna Lucero	$175	4072
Junior Project Engineer	Irene Hermoso	$165	1670
Resident Project Representative/Design Engineer	Jesus Rivera	$165	1837
Senior CAD/Design Technician	Monica Flores	$130	3170
CAD Design Technician	Josue Alba	$110	6054
Administrative / Finance Associate	Belen Cuevas	$110	896
	Subtotal		**$33,060**

Professional Surveying Services	Precision Land Surveyors		
Priority 1			**$5,750**
Priority 2			**$6,900**
Alternate 1 - Overflow Parking Area			**$4,025**
Alternate 2 - Survey of Entire Site			**$14,950**
Professional Site Utility Design	360 Engineering		**$9,755**
Professional Civil Engineering Design Services			
Alternate 1 -Pave Overflow Gravel Parking Lot		$4,780	**$4,780**
Alternate 2 - Remove and replace pavement structure at all parking areas		$5,700	**$5,700**
	Total Contract		**$43,540**

5 Weeks (35 Days)							8 Weeks (60 Days)										11 Weeks									
1	2	3	4	5			6	7	8	9	10	11	12	13			14	15	16	17	18	19	20	21	22	23
1					1	$300								1	1	$300										
	1		1	1	3	$750	1		1				1	1	4	$1,000	1		1					1		1
	1	2	2	1	6	$1,050		2	1		2	1			6	$1,050						1	1	1	1	1
			1		1	$165			1						1	$165							1	1	2	
				1	1	$165	1						1	1	3	$495	2									1
			1		1	$130	2				2	2		2	8	$1,040		1	2	1	1	1	1	1	2	1
					0	$0		2	2	2	2	2	2	1	13	$1,430	1	1		2	2	2	4	6	3	3
				1	1	$110		1						1	2	$220						1				
						$2,670										**$5,700**										

			11 Weeks (75 Days)												2 Weeks			
24			25	26	27	28	29	30	31	32	33	34	35			36	37	
2	2	$600											1	1	$300		0.5	0.5	$150
1	5	$1,250						1					1	2	$500		2	2	$500
1	6	$1,050			1					1	1	1	1	5	$875		1	1	$175
	4	$660							1	1	2			4	$660				$0
2	5	$825										1	1	2	$330			0	$0
1	12	$1,560							1		1		1	3	$390		2	2	$260
4	28	$3,080					1		2	4	2	2	2	13	$1,430	2	4	6	$660
2	3	$330											2	2	$220			0	$0
		$9,355													**$4,705**				**$1,745**

Hourly		8 Weeks																							
		38	39	40	41	42	43	44	45			46	47	48	49	50	51	52	53	54	55	56	57	58
$300	907								1	1	$300													
$250	505							1		1	$250													
$175	708				1			1		2	$350													
$165	501		1			1		1		3	$495													
$130	4680			1		1	1	1		4	$660													
$110	132				1					1	$130													
$110	224						1	1		2	$220													
$165	112								1	1	$110													
											$2,515													


70 Weeks
59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90
1
1
1
2
2
2
2
2
2
2
2
2

91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115			4 Weeks 116	117	118
																								1	2	$600			
																							1		1	$250			
																									2	$350			
																									0	$0			
							2						2						2					2	24	$3,960	2		
																									0	$0			
																									0	$0			
																									0	$0			
																										$5,160			

119		
1	1	$300
1	1	$250
	0	$0
	0	$0
2	4	$660
	0	$0
	0	$0
	0	$0
		$1,210

Team+B2+B1:B1:U28 DBR	Assigned	Billing Rate	Total Hours		Programming 5 Weeks (35 1	2	3
Basic Services							
Partner	Edward Puentes	$300	6.5	$1,950	0.25		
Principal	Hugo Avila	$270	13	$3,510	0.5		0.5
Senior Project Manager	Ryan Miller	$220	21.75	$4,785	1		0.5
Design Director (M/E/P QC)	Justin Vollmer	$220	39.25	$8,635			
Designer II (M)	Cruz Quinones	$150	94	$14,100			
Designer II (E)	Roy Rios	$150	94	$14,100			
Designer II (P)	Cesar Roque	$150	79.75	$11,963			
Construction Administrator	William Lujan	$150	78	$11,700			
BIM Modeler	Jason Betancourt	$105	14	$1,470			
Business Administrative Assistance	Nikki Cavazos	$100	13	$1,300			
	Subtotal		453.25	**$73,513**			
Supplemental Design Services							
Partner	Edward Puentes	$300	2.25	$675			
Principal	Hugo Avila	$270	5.25	$1,418	0.25		
Senior Project Manager	Ryan Miller	$220	7.25	$1,595	0.25		
Design Director (T QC)	Michael Quirl	$220	7.75	$1,705			
Designer II (T)	Gerardo Chavez	$150	55.5	$8,325			
Construction Administrator	William Lujan	$160	15.75	$2,520			
BIM Modelere	Jason Betancourt	$105	5.5	$578			
Business Administrative Assistance	Nikki Cavazos	$100	3.5	$350			
	Subtotal		102.75	**$17,165**			
	Total Contract						

Phase (Days)		Phase Totals		30% Schematic Design Phase (8 Weeks (60 Days))								Phase Totals		60% Design Development Phase (8 Weeks (60 Days))						
4	5			6	7	8	9	10	11	12	13			14	15	16	17	18	19	20
0.25		0.5	$150	0.5				0.5			0.5	1.5	$450	0.5		0.5		0.5		
0.5		1.5	$405	0.5		0.25		0.25		0.25	0.5	1.75	$473	0.75	0.25	0.5	0.25	0.5	0.25	0.25
0.5		2	$440	0.5	0.25	0.25	0.25	0.25	0.25	0.25	0.5	2.5	$550	0.75	0.5	0.5	0.5	0.5	0.75	0.5
		0	$0						1.5	2	2.25	5.75	$1,265						3	3.5
		0	$0	0.25	0.25	0.5	0.75	1	1.5	2	8	14.25	$2,138	2	2	4	4	4	4	4
		0	$0	0.25	0.25	0.5	0.75	1	1.5	2	8	14.25	$2,138	2	2	4	4	4	4	4
		0	$0	0.25	0.25	0.25	0.5	1	1.5	2	6	11.75	$1,763	2	2	3	3	3	3	4
		0	$0									0	$0							
		0	$0	4	4							8	$840	2						
		0	$0	2								2	$200	2						
		0	**$995**									61.75	**$9,815**							
			1.35%										13.35%							
		0	$0								0.25	0.25	$75			0.25				
0.25		0.5	$135					0.25			0.25	0.5	$135			0.25		0.25		
0.25		0.5	$110					0.25			0.25	0.5	$110			0.25		0.25		
		0	$0						0.25	0.5	0.5	1.25	$275						0.5	1
		0	$0	0.25	0.25	0.5	0.5	1	2	2	2	8.5	$1,275	2	2	2	2	2	2	2
		0	$0									0	$0							
		0	$0	2	2							4	$420	0.5						
		0	$0	0.5								0.5	$50	0.5						
		1	**$245**									15.5	**$2,340**							
			1.43%										13.63%							

21	Phase Totals		90% Pre-Construction Documents 7 Weeks (45 Days) 22	23	24	25	26	27	28	Phase Totals		100% Construction Documents 2 Weeks 29	30	Phase Totals		31	32
0.5	2	$600				0.5			0.5	1	$300	0.5	0.5	1	$300		
0.5	3.25	$878	0.25		0.25	0.5		0.25	0.5	1.75	$473	0.75	0.75	1.5	$405	0.25	
0.5	4.5	$990	0.5	0.25	0.25	0.5	0.25	0.25	0.5	2.5	$550	1	1	2	$440	1	0.25
5	11.5	$2,530						4	4	8	$1,760	6	6	12	$2,640	0.75	
4	28	$4,200	2	4	4	4	4	5	6	29	$4,350	8	10	18	$2,700		1
4	28	$4,200	2	4	4	4	4	5	6	29	$4,350	8	10	18	$2,700		1
4	24	$3,600	2	2	2	4	4	4	4	22	$3,300	8	10	18	$2,700		1
	0	$0								0	$0			0	$0		
	2	$210	2							2	$210	2		2	$210		
	2	$200							1	1	$100	1	2	3	$300		
	105.25	**$17,408**								96.25	**$15,393**			75.5	**$12,395**		
		23.68%									20.94%				16.86%		
0.25	0.5	$150		0.25					0.25	0.5	$150		0.25	0.25	$75		
0.25	0.75	$203		0.25			0.25		0.25	0.75	$203	0.5	0.5	1	$270		
0.25	0.75	$165		0.25			0.25		0.25	0.75	$165	0.5	0.5	1	$220	0.25	
1	2.5	$550						0.5	0.75	1.25	$275	0.75	1	1.75	$385	0.25	
3	17	$2,550	2	2	2	2	4	4	4	20	$3,000	4	4	8	$1,200		0.5
	0	$0								0	$0			0	$0		
	0.5	$53	0.5							0.5	$53	0.5		0.5	$53		
	0.5	$50							0.5	0.5	$50	0.25	0.25	0.5	$50		
	22.5	**$3,720**								24.25	**$3,895**			13	**$2,253**		
		21.67%									22.69%				13.12%		

Bidding & Permitting 8 Weeks						Phase Totals																	
33	34	35	36	37	38			39	40	41	42	43	44	45	46	47	48	49	50	51	52		
						0	$0																
	0.25		0.25		0.25	1	$270			0.5										0.5			
0.5	0.25	0.25	0.5	0.25	0.5	3.5	$770	0.5	0.5	0.5					0.25					0.5			
						0.75	$165			0.5										0.5			
		0.75				1.75	$263		1	0.5	1												
		0.75				1.75	$263		1	0.5	1												
		0.5				1.5	$225		1	0.5	0.5												
						0	$0	8	4	4	4		4		2		2			4			
						0	$0																
					1	1	$100	1															
						11.25	**$2,055**																
							2.80%																
						0	$0			0.25													
						0	$0			0.25											0.25		
	0.25		0.25		0.25	1	$220	0.5		0.25											0.25		
						0.25	$55			0.25											0.25		
		0.75				1.25	$188			0.25													
						0	$0	2	1	1	1		1		0.25		0.25			1			
						0	$0																
					0.25	0.25	$25	0.5															
						2.75	**$488**																
							2.84%																

Construction Administration 48 Weeks																					
53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76
								0.25										0.25					
			0.25					0.25					0.25					0.25					0.25
								0.25															
								0.25										0.25					
								0.25										0.25					
								0.25										0.25					
	2		2			2		4			2		2			2		4			2		2
								0.25										0.25					
								0.25										0.25					
								0.25															
								0.25										0.25					
	0.25		0.25			0.25		1			0.25		0.25			0.25		1			0.25		0.25

77	78	79	80	81	82	83	84	85	86			Closeout 4 Weeks 87	88	89	90	Phase Totals	
										0	$0				0.5	0.5	$150
				0.25						1.75	$473				0.5	0.5	$135
				0.25					0.25	4	$880	0.25			0.5	0.75	$165
										1.25	$275					0	$0
										3	$450					0	$0
										3	$450					0	$0
										2.5	$375					0	$0
		2		4			2		4	68	$10,200	2	2	2	4	10	$1,500
										0	$0					0	$0
										1	$100	1		1	1	3	$300
										84.5	**$13,203**					14.75	**$2,250**
											17.96%						3.06%
										0.25	$75				0.5	0.5	$150
				0.25						1.25	$338				0.5	0.5	$135
				0.25					0.25	2	$440	0.25			0.5	0.75	$165
										0.75	$165					0	$0
										0.75	$113					0	$0
		0.25		1			0.25		1	14	$2,240	0.25	0.25	0.25	1	1.75	$280
										0	$0					0	$0
										0.5	$50	0.25		0.25	0.25	0.75	$75
										19.5	**$3,420**					4.25	**$805**
											19.92%						4.69%

ENTIRE AGREEMENT: This fee proposal and letter agreement represents the entire understanding between QEC, and CLIENT and may only be modified in writing signed by both parties.

Sincerely,

Robert A. Gonzales, PE, CNU-A
President

RAG/wb

Attachments (3)

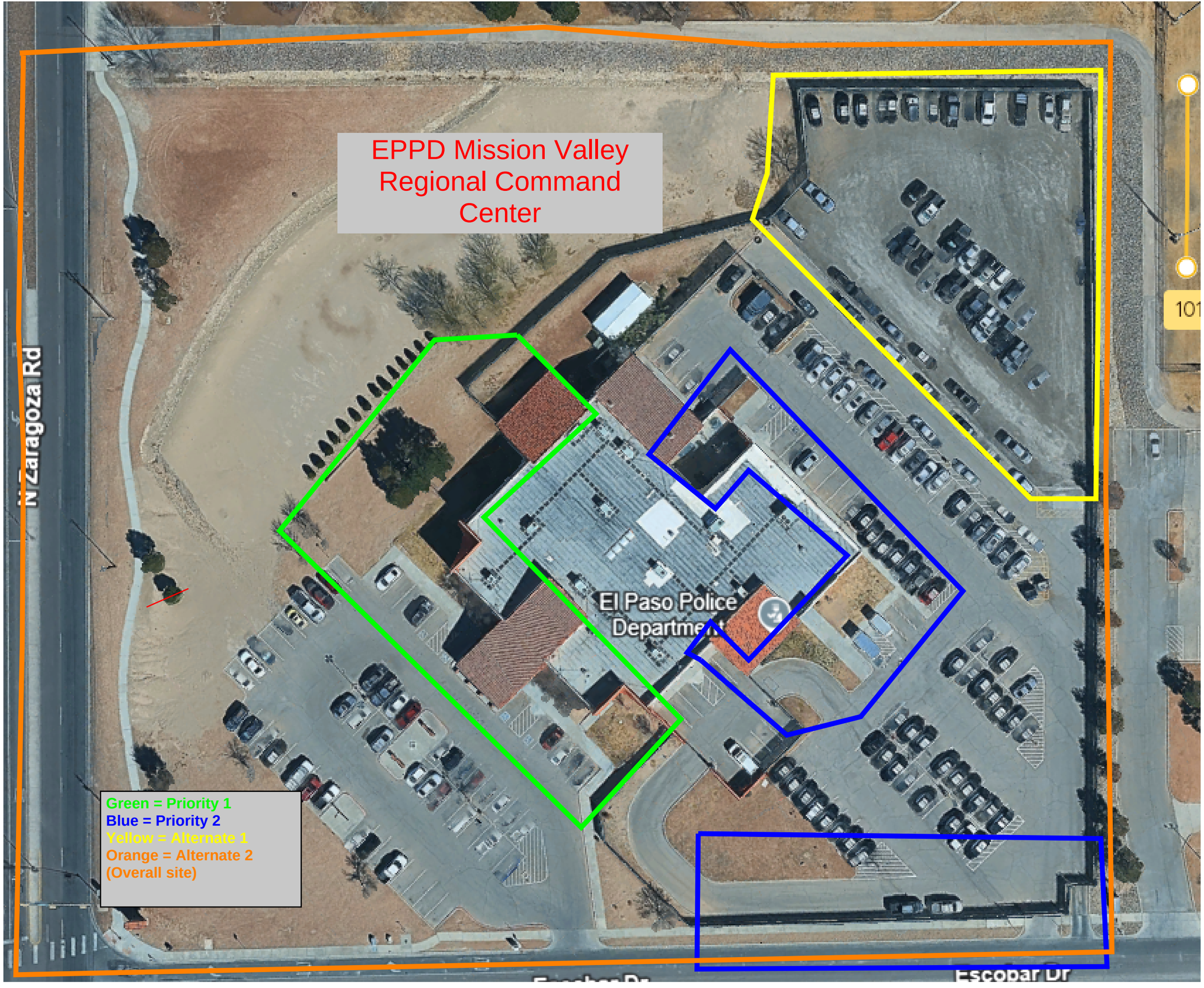
Accepted this _____ day of _____, 2025.

client: **DEKKER DESIGN**

signature: _____

printed: _____

title: _____


EPPD Mission Valley Regional Command Center
N Zaragoza Rd
El Paso Police Departmen
Escobar Dr
Green = Priority 1
Blue = Priority 2
Yellow = Alternate 1
Orange = Alternate 2
(Overall site)

SERVICE | QUALITY | INTEGRITY | SUSTAINABILITY

401 E. Main Drive, Suite 401
El Paso, TX 79901
v 915.781.1711

July 18, 2025

Mr. Kurt Morton, AIA, CCCA, LEED AP BD+C
Dekker
108 S. Stanton St.
El Paso, Texas 79901

PROJECT: CITY OF EL PASO – MISSION VALLEY REGIONAL COMMAND CENTER
9011 ESCOBAR DRIVE
EL PASO, TEXAS 79907

DBR Engineering Consultants, Inc. is pleased to submit a fee proposal for Mechanical, Electrical, Plumbing, Technology (MEPT) Engineering and Building Commissioning Services per IECC for the above reference project. 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 renovation scope of the existing Mission Valley Regional Command Center. The existing building is approximately 24,000 SF in size, but unlike some other City of El Paso renovation projects there was not a design matrix provided highlighting the wants and desires of the renovation efforts nor has a budget been established. Per a site visit we were informed that the existing RTUs were recently replaced by the facilities and maintenance department, but no ductwork was replaced. The ductwork has been requested to be replaced throughout the facility due to the age and general wear and tear experienced through the years. Air devices are expected to be replaced as the ceilings will be coming down and replaced throughout the entire facility. The lighting throughout is a mixture of LED and fluorescent and is planned on being replaced in its entirety. The age of the electrical gear was not readily available but is assumed to be in good operational condition but recommendation for replacement will ultimately depend on the age of the installed gear. Additional circuits to further divvy up the existing receptacle loads in the office spaces throughout. A generator has been requested to be installed, but the areas that need emergency backup need to be identified for sizing purposes. During the initial site visit multiple personnel made it clear that the existing plumbing is in very poor shape and will need to be replaced throughout. There are multiple locations where the overhead water lines are leaking as well as multiple details about the sanitary lines being bad throughout. It is assumed that all the water lines and sanitary lines are to be replaced. There are new tankless water heaters that were installed by the city maintenance personnel which are expected to remain as well as active construction occurring in the locker room restrooms and showers which will not be revised. Technology scope is expecting to add a camera in the DWI screening room, reinforce the existing security camera layout, providing new access controls throughout, adding more wireless access points, and data drops throughout.

SERVICES AND FEE DETAIL:

Fee Type: Fixed Fee Expenses: Included in Fee

Service(s):	**Fee**
MEP Programming – Pre-Design	$995.00
MEP Schematic Design (30% Design)	$9,815.00
MEP Design Development (60% Design)	$17,408.00
MEP Final Design (90% CD)	$15,393.00
MEP Final Design (100% CD)	$12,395.00
MEP Bidding & Permitting (Time and Expense – Not to Exceed)	$2,055.00
MEP Construction Administration (Time and Expense – Not to Exceed)	$13,203.00
MEP Closeout (Time and Expense – Not to Exceed)	$2,250.00
TOTAL	**$73,513.00**

Service(s):	Fee
Low Voltage Programming – Pre-Design	$245.00
Low Voltage Schematic Design (30% Design)	$2,340.00
Low Voltage Design Development (60% Design)	$3,720.00
Low Voltage Final Design (90% CD)	$3,895.00
Low Voltage Final Design (100% CD)	$2,253.00
Low Voltage Bidding & Permitting (Time and Expense – Not to Exceed)	$488.00
Low Voltage Construction Administration (Time and Expense – Not to Exceed)	$3,420.00
Low Voltage Closeout (Time and Expense – Not to Exceed)	$805.00
TOTAL	**$17,166.00**

All anticipated expenses are included in the fee stated above. Expenses include, but are not limited to: travel, hotel, airfare, mileage, reproduction, and delivery costs.

Accepted by Client:
By (signature):

_____
Print Name:
Title:
Date:

Accepted for DBR Engineering Consultants, Inc.:
By (signature):

_____
Print Name: Ryan G. Miller, P.E., LEED Green Associate
Title: Project Manager | Associate
Date: July 18, 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.

SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

Disciplines included in Scope of Services:
(See following sections for specific task)
☒ *Mechanical*
☒ *Electrical*
☒ *Plumbing*
☒ *Fire Protection*
☒ *Security*
☒ *Information Technology*
☒ *Audio-Visual*
☐ *Commissioning*
☐ *LEED*
☐ *Sustainability*
☒ *Building Assessment*

Document Submittals:
☒ *Schematic Design (SD)*
☒ *Design Documents (DD)*
☒ *Construction Documents Review – 50%*
☒ *Construction Documents Review – 90%*
☒ *Issue for Permit*
☒ *Issue for Bid*
☒ *Issue for Construction*
☐ *Design based on prototype*
☐ *Bridging Documents (DD Level)*
☐ *Design Narrative*

Specification Format:
☐ *Sheet Specifications*
☒ *Book Specifications per CSI 2004 or later*

Construction Document Phase (Mechanical, Div.23):
☒ *Duct Layout*
☒ *Piping Layout*
☒ *Final Specification*
☒ *Mechanical Details*

☒ *Mechanical Schedules*
☒ *Mechanical Calculations*
☐ *Control Sequences (Specifications)*
☒ *Control Sequences (Drawings)*
☐ *Operating Room (Special Temperature/Relative Humidity)*
☐ *CFD Modeling (Stair/Elevator pressurization and smoke removal/evac system)*

Construction Document Phase (Electrical, Div. 26):
☒ *Power Plans*
☒ *Lighting Plans (Interior)*
☒ *Lighting Plans (Exterior)*
☒ *Panelboard Schedules*
☒ *Load Analysis*
☒ *One Line Diagram*
☒ *Schedules*
☒ *Details*
☒ *Site Power and Lighting*
☒ *Emergency Lighting and Power with Emergency Generator*
☐ *Emergency Lighting and Power with Battery backup*

Fire Alarm (Div. 28):
☒ *Performance specifications only*
☐ *Performance specification with DBR providing Fire Alarm Layout*

Fire Sprinkler (Div. 21):
☒ *Performance specifications only*
☐ *Pump Design with performance specification*
☐ *Pump with Tank and performance specification*

Construction Document Phase (Plumbing, Div. 22):
☒ *Piping Plans*
☒ *Risers*
☒ *Schedules*
☒ *Details*
☒ *Calculations*
☐ *Site Natural Gas*
☐ *Medical Gases*
☐ *Compressed Air*

Construction Documents (Technology)

IT Structured Cabling (Div. 27):
☒ *Infrastructure only**
☐ *Full system design and specification*

* For systems with infrastructure only services, engineering service includes planning and documenting (via drawings) the field device locations, equipment room or enclosure's size and locations, all underground and interior pathway required, and coordination with other trades on power, cooling and clearance requirements.

IT Network Equipment (Div. 27):
☐ *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*

Integrated Audio-Video System (Div. 27):
☒ *Infrastructure only*
☐ *Full system design and specification*
☐ *AV spaces included:*
☐ *AV spaces excluded:*

DAS System (Div. 27):
☐ *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*

Intercom/PA System (Div. 27):
☐ *Infrastructure only*
☐ *Full system design and specification*

Master Clock System (Div. 27):
☐ *Infrastructure only*
☐ *Full system design and specification*

Nurse Call (Div. 27):
☐ *Infrastructure only*
☐ *Full system design and specification*

Security - Intrusion Detection System (Div. 28):
☒ *Infrastructure only*
☐ *Full system design and specification*

Security - *Access control* System (Div. 28):
☒ *Infrastructure only*
☐ *Full system design and specification*

Security - *Video Surveillance* System (Div. 28):
☒ *Infrastructure only*
☐ *Full system design and specification*

Coordination Services:
☐ *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*
☐ *LEED v4 Fundamental Commissioning and Verification*
☐ *LEED v4 Enhanced Commissioning*
☐ *Whole Building Commissioning*
☐ *Retro-Commissioning*
☐ *Re-Commissioning*
☐ *CHPS Commissioning*
☐ *Functional Testing*

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*
☐ *Life Cycle Cost Analysis*

Sustainability:
☐ *Energy Modeling (Local Jurisdiction Compliance)*
☐ *Energy Modeling (Incentive Program/PACE)*
☐ *Energy Star Cost Analysis*
☐ *Life Cycle Cost Analysis*
☐ *Energy Star*

Other Services:
☐ *Bond Study*
☐ *Facility Assessment*

Meetings and Travel Time:
☒ *Perform four (4) initial general site observation to review existing conditions*
☒ *Attend up to ten (10) design coordination meetings*
☒ *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 one (1) 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.*
- *Continuing to respond to RFIs that just refer to where the information can be found in documents.*
- *Insufficient work from contractor.*
- *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.*
- *Construction Estimating.*
- *Sub-surface drainage.*
- *Modification to base building utilities not within tenant space.*
- *Lightning protection.*
- *As-Built Drawings.*

MEPT DESCRIPTION OF SERVICES AND HOURLY RATES:

1. **Schematic Design stage**: shall include an assumed two meetings with the Owner and Architect, to determine MEPT system selections, area requirements, and preliminary equipment location.

2. **Design Development stage:** shall include up to three coordination meetings with the Project Architect 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 up to five meetings 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 **seven** periodic job site visits when requested by Architect.

   We will be happy to perform additional services or additional observations as required by the Owner/Architect, in writing, on an hourly basis.

   We will provide documentation of all construction job site visits.

TECHNOLOGY:

1. Design of a scalable Technology systems infrastructure to support building **Communications, AV, video surveillance, electronic access control, intrusion detection, and future needs**.
   a. Design per TIA standards compliant copper and fiber optic cabling system to facilitate distribution of all technology systems between existing service entrance rooms, existing main telecommunications rooms, and existing floor telecommunications rooms. This consists of the cabling design and space planning in telecommunications rooms for all building services which would include telephone/data connectivity throughout the building and wireless data systems.
   b. Design an integrated audio-video system **for conference rooms, large group instruction areas, and meeting rooms**. The system will feature a means of interfacing with the existing video display or display(s), existing local sound reinforcement within the space, and existing integrated control of audiovisual equipment.
   c. The design of supplementary **electronic access control, intrusion detection and video surveillance systems** shall include head end control devices and all field devices. The design of **video surveillance system** will allow the observance of interior and exterior public areas and other areas of interest throughout the facility. The design of the key card **access control system** will provide controlled access into and out of the facility for the employee staff. The design of the **intrusion detection system** will provide motion sensors, and/or glass break sensors to monitor building intrusion, and alarm keypads at strategic locations to alarm or dis-alarm the building. This system will be based upon the owner's program of requirement and needs.

We will bill monthly according to progress. The breakdown below shows the approximate portion of the fee for each of the proposed services:

a.	MEP Design		
	i.	Programming – Pre-Design	1.35%
	ii.	Schematic Design (30% Design)	13.35%
	iii.	Design Development (60% Design)	23.68%
	iv.	Final Design (90% CD)	20.94%
	v.	Final Design (100% CD)	16.86%
	vi.	Bidding & Permitting (T&E NTE)	2.8%
	vii.	Construction Administration (T&E NTE)	17.96%
	viii.	Closeout (T&E NTE)	3.06%
			100%

b.	T Design		
	i.	Programming – Pre-Design	1.43%
	ii.	Schematic Design (30% Design)	13.63%
	iii.	Design Development (60% Design)	21.67%
	iv.	Final Design (90% CD)	22.69%
	v.	Final Design (100% CD)	13.12%
	vi.	Bidding & Permitting (T&E NTE)	2.84%
	vii.	Construction Administration (T&E NTE)	19.92%
	viii.	Closeout (T&E NTE)	4.7%
			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		

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"Architect and Engineering Services for the El Paso Police Department Mission Valley Regional Command Center"**, 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

If project is divided into multiple projects, as described in Paragraph 2 below, Dekker will require additional services for work associated with separate deliverables, bidding, and contract administration phase adjustments.

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.

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, topographic surveys, 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. Intentionally Deleted.

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**

6. 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. 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. Intentionally Deleted.

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. Intentionally Deleted.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner. Architect shall be entitled to Additional Services for requested changes, unless changes are due to design errors.

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. Intentionally Deleted.

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 El Paso Police Department Mission Valley Regional Command Center"** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$564,099.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Payment to Consultant

	Lump Sum
Basic Design Services- Programming through CD Phases (Fixed Fee)*	$365,541.00
Basic Services- Time and Materials BN through CA (T&M)*	$101,583.00
Supplemental Design Services- Programming through CD Phases (Fixed Fee)**	$33,278.00
Supplemental Services-Time and Materials BN through CA (T&M)**	$8,268.00
Supplemental Engineering Services- Site Survey***	$14,950.00
Alt Civil Design Services****	$10,480.00
Subtotal	**$534,099.00**
Reimbursable Expenses	$30,000.00 Not to exceed

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 **35 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 **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. 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 **75 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 **75 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 **fourteen consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/18/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Liability Insurers, Inc. Higginbotham Insurance Agency, Inc. 6101 Moon Street NE Ste 1000 Albuquerque NM 87111 License#: 2081754	CONTACT NAME: Eloise Hughes PHONE (A/C, No, Ext): 505-822-8114 FAX (A/C, No): 505-822-0341 E-MAIL ADDRESS: ehughes@higginbotham.net
INSURED Dekker LLC 108 S. Stanton St First Floor El Paso TX 79901 DEKKLTD-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Continental Casualty Company 20443 INSURER B : Travelers Casualty And Surety Company Of America 31194 INSURER C : Transportation Insurance Company 20494 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1535703832 **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: POLICY X PRO-JECT LOC OTHER:	Y		7012574490	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		7012517254	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7012574781	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6080092607	1/1/2025	1/1/2026	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
B	Professional Liability			106644542	1/1/2025	1/1/2026	Each Claim Aggregate	3,000,000 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project 2025-0450R AE Services - EPPD Mission Valley Regional Command Center. Certificate holder is additional insured with respect to General and Auto Liability as required by written contract.

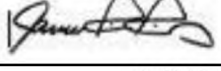
CERTIFICATE HOLDER

City of El Paso
Capital Improvement Department
218 N Campbell, 2nd Floor
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



© 1988-2015 ACORD CORPORATION. All rights reserved.

File #: 25-1248, **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

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.

A Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC professional limited liability company, for a project known as "Architect and Engineering Services for the Buffalo Soldier Street Improvements Project" for an amount not to exceed $685,844.02; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $785,844.02; 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

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

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

SUBGOAL: N/A

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Consor Engineers, LLC professional limited liability company, for a project known as "Architect and Engineering Services for the Buffalo Soldier Street Improvements Project" for an amount not to exceed $685,844.02; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $785,844.02; 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 purpose of this solicitation is to obtain architectural and engineering services for the design of the proposed reconstruction of Buffalo Soldier Road. The project involves complete roadway reconstruction, parkway improvements, sidewalks, bicycle facilities, street illumination, landscaping and irrigation, and striping along Buffalo Soldier Road from Edgemere Boulevard to Montana Avenue.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

$685,844.02 - Capital Projects - Internal / Capital Projects - TxDot

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)

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 **Consor Engineers, LLC** professional limited liability company, for a project known as "Architect and Engineering Services for the Buffalo Soldier Street Improvements Project" for an amount not to exceed $685,844.02; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $785,844.02; 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
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
Yvette Hernandez, P. E., City Engineer
Capital Improvement Department

HQ 5646 | Tran #618830 | CID
Consor Engineers, LLC- 2025-0263R AE Services for the Buffalo Soldier Street Improvement Project
RAB

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0263R
AE SERVICES FOR THE BUFFALO SOLDIER STREET IMPROVEMENTS PROJECT

CONSULTANT	AECOM	BARTLETT WEST	BROCK BUSTILLOS	CEA	CONSOR	FXSA	GRV	HUITT ZOLLARS	INSITU	MORENO CARDENAS	TEXAS INFRASTRUCTURE
Rater 1	80	64	46	73	77	37	72	72	52	83	23
Rater 2	77	79	68	83	82	69	77	79	70	70	65
Rater 3	67	62	59	62	70	60	62	63	55	62	56
Total Rater Scores	**224**	**205**	**173**	**218**	**229**	**166**	**211**	**214**	**177**	**215**	**144**
References	7.85	9.80	7.77	7.97	8.01	9.76	7.55	7.5	7.63	7.56	0
Overall Score:	**231.85**	**214.8**	**180.77**	**225.97**	**237.01**	**175.76**	**218.55**	**221.5**	**184.63**	**222.56**	**144**
	2	7	9	3	1	10	6	5	8	4	11

RANKINGS	CONSULTANT
1	CONSOR
2	AECOM
3	CEA

RANKINGS	CONSULTANT
4	MORENO CARDENAS
5	HUITT-ZOLLARS
6	GRV

RANKINGS	CONSULTANT
7	BARTLETT WEST
8	INSITU
9	BROCK BUSTILLOS

RANKINGS	CONSULTANT
10	FXSA
11	TEXAS INFRASTRUCTURE

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made 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 Consor Engineers, LLC, a Florida, USA, foreign limited liability company (LLC) authorized to transact business in Texas, 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 Buffalo Soldier Street Improvements Project"** 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 **$685,844.02** 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 construction budget for the Project is **$5,500,000.00**, 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:	CONSOR ENGINEERS, LLC Attn: Leonardo Ledesma 1501 N. Mesa Street, Suite 100 El Paso, Texas 79902

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, 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:
CONSOR ENGINEERS, LLC.

By: _____
Name: Ricardo Prieto
Title: Senior VP/Director, Transportation

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 15 day of September, 2025 by Consor, Engineers, LLC, on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

01-16-2029

NORMA BAIRD
Notary Public, State of Texas
Comm. Expires 01-16-2029
Notary ID 12162401

ATTACHMENT "A"
SCOPE OF SERVICES

EXHIBIT A

SERVICES TO BE PROVIDED BY THE ENGINEER

The scope of services for the Buffalo Soldier Improvements project (Solicitation #2025-0263R), will include professional engineering services for the preparation of plans, specifications, and estimates (PS&E) and related documents.

Consor (The Engineer) shall coordinate all tasks and assignments with the City of El Paso's Project Manager (The City).

Investigation:
The Engineer is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City's adopted Street Design Manual, Comprehensive Plan, Major Thoroughfare Plan, Bike Plan, Design Standards for Construction and Grading, Complete Streets Policy, CID Drawings guidelines, TxDOT standards among others.

Design:
Design shall meet all City and TxDOT requirements for the project and shall be performed in phases as presented in the solicitation.

The Engineer is responsible for submitting a turnkey design product. The Engineer shall be responsible for providing State of Texas licensed designers required by the State to perform this type of project design. The Engineer shall follow City's design specifications and procedures for the development of this project and comply with all laws, regulations and policies set by the City of El Paso and TxDOT. In addition, the Engineer shall be responsible for necessary TDLR fees and registration.
Aside from complying with local building codes, the Engineer shall comply, at a minimum, with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Design and Construction Standards for park facilities, City of El Paso Capital Improvement Department Drawing Guidelines, National Association of City Transportation Officials Urban Bikeway Design and Urban Street Design Guide. The Engineer is charged with ensuring the project design is in compliance with all federal, state, and local regulations and ordinances.

Early in the design the Engineer shall coordinate selection of materials and equipment with the City support departments.

For this scope the engineer will include the following design services: Roadway Design, Drainage Design, Traffic Design, Traffic Control Design, Surveying, Storm Water Pollution Prevention Plan Design, and Construction Phase Services.

TASK 100 Project Management & Administration:
100.1 Contract Management & Administration
The Engineer shall:

A. Perform all work in accordance with the City's latest practices, criteria, specifications, policies, procedure.
B. Act as an agent for the City when specified in this work authorization.
C. Notify the City of its schedule, in advance, for all field activities.
D. Prepare monthly written progress reports.
E. Develop and maintain a detailed project schedule to track project conformance for the

project. The schedule submittals shall be hard copy and electronic format.

F. Meet on a scheduled basis with the City to review project progress.
G. Prepare, distribute, and file both written and electronic correspondence.
H. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

TASK 200 Roadway Design:

200.1 Preliminary Engineering; Feasibility Studies:

The Engineer shall prepare a pre-design report and wait for approval from the City prior commencing the PS&E phase of the project. The report shall contain but not limited to a preliminary horizontal and vertical alignment (reconstruction section), design criteria summary, a proposed roadway typical section, recommended reconstruction limits based on geotechnical information, pavement structures, drainage improvement options, ADA inventory, safety enhancements, an opinion of cost for construction of the project.

200.2 Geometric Design:

The engineer shall provide geometric layouts and a 3D corridor model in Open Road Designer.

200.3 Roadway Design:

The engineer shall design horizontal and vertical alignments for the roadway along with plan and profile sheets showing said design in compliance with design specifications.

200.4 Typical Sections:

The engineer shall provide existing and proposed typical sections reflecting pavement design, proposed grade line for construction, existing and proposed ROW where applicable, curb and gutter elements.

200.5 Cut and Fill Quantities:

The engineer shall design a 3D model of proposed improvements in order to generate cross sectional areas every 50ft along the proposed improvements in order to calculate earthwork required for proposed improvements. Cross sectional sheets shall be submitted as part of the plan set submittal packages milestones 60%, 90%, 100% design phases, cross sections will be submitted for contractors information only.

200.6 Plan Preparation:

The engineer shall develop plan sheets which shall contain but not limited to a title sheet, index of sheet, general notes sheets, estimate and quantity sheets, alignment data, removal sheets, EPIC sheet, design standards and detail sheets for submittal packages milestones 60%, 90%, 100% design phases.

200.7 Construction Schedule:

The Engineer shall meet with City of El Paso Project Manager and Construction Manager to determine construction schedule. The schedule shall take into account lead delivery time of equipment. The meeting shall be held after pre-final plans are submitted but before Final Design Notice to proceed is issued. The information will allow Engineer to prepare a current market cost estimate at the final design phase submittal.

TASK 300 Drainage Design:

300.1 Data Collection:

A. Perform site visits to observe current conditions and document field inspections with digital

photos.

B. Collect available applicable data including GIS maps, site survey data, and readily available rainfall history.
C. Collect available Flood Insurance Rate Maps (FIRMS), Flood Insurance Study (FIS), effective FEMA models, and other drainage reports where available.

300.2 Pre-Design Report:

The Engineer shall prepare a pre-design report and wait for approval from the City prior commencing the PS&E phase of the project. The report shall contain but not limited to the drainage design criteria summary, two above surface alternatives for the drainage design, and opinion of cost for construction for each alternative.

300.3 Hydrologic Studies:

A. Calculate discharges for the proposed improvements using appropriate hydrologic methods per the current City of El Paso's Drainage Design Manual. This does not include calculating the discharge for the existing Ft. Bliss Spur Drain culvert by the Edgemere Blvd intersection.
B. Consider pre-construction and post constructions conditions in the hydrologic study.
C. Delineate external and internal drainage area boundaries and hydrologic parameters such as impervious covered area, flow paths and slopes from appropriate sources including, but are not limited to, topographic maps, GIS modeling, construction plans and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing their validity.
D. Include, at a minimum, the "design" frequency to be specified in this Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency.

300.4 Complex Hydraulic Design and Documentation:

A. Perform proposed hydraulic design and analysis using appropriate hydraulic methods per the current City of El Paso's Drainage Design Manual.
B. Provide two above surface storm system alternative designs (curb openings, flumes and ditches) for the drainage improvements in the Pre-Design Report.
C. Prepare drawings, specifications, and details for the chosen above surface storm system alternative. The design of a new closed storm system and/or replacing the existing closed storm system by Edgemere are not included in this scope.
D. Maintain existing conditions and peak flows where feasible (existing flow patterns to remain). Develop designs that minimize interference with the passage of traffic or cause damage to street and local property in accordance with the City of El Paso's Drainage Design Manual, City criteria, and any specific guidance provided by the City.
E. Verification of the capacity for the existing culvert crossing by Edgemere Blvd is not included in this scope.
F. Replacing/retrofitting the existing culvert by Edgemere Blvd with a larger conduit connection for future conditions as recommended in the El Paso 2021 Stormwater Master Plan are not included in this scope.
G. Coordination with the Floodplain Administrator is not anticipated and is not included in this scope.

300.5 Drainage Plan Preparations

The Engineer shall prepare drawings, specifications and details for the drainage improvements for submittal packages milestones 60%, 90%, and 100% design phases which include:

A. External and Internal Drainage Area Map and Calculation Sheets

B. Flume and Ditch Calculation Sheets
C. Drainage Plan & Profile Sheets
D. Drainage Details and Standards
E. Quantities

TASK 400 Traffic Design:

400.1 Signing:

The Engineer shall prepare drawings, specifications and details for all signs. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The Engineer shall:

A. Prepare sign detail sheets for large guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary of large and small signs to be removed, relocated, or replaced.
B. Designate the shields to be attached to guide signs.
C. Illustrate and number the proposed signs on plan sheets.
D. Select each sign foundation from City and/or State Standards.

400.2 Pavement Marking:

A. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest City and/or State standards.
B. The Engineer shall provide a 3D corridor model with the proposed pavement marking stenciled onto the model.
C. The Engineer shall provide the following information on sign and pavement marking layouts:
    1. Roadway layout.
    2. Center line with station numbering.
    3. Designation of arrow used on exit direction signs
    4. Culverts and other structures that present a hazard to traffic.
    5. Location of utilities.
    6. Existing signs to remain, to be removed, to be relocated or replaced.
    7. Proposed signs (illustrated, numbered and size).
    8. Proposed overhead sign bridges to remain, to be revised, removed, relocated, or replaced.
    9. Proposed overhead sign bridges, indicating location by plan.
    10. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.
    11. Quantities of existing pavement markings to be removed.
    12. Proposed delineators, object markers, and mailboxes.
    13. The location of interchanges, mainlanes, grade separations, frontage roads and ramps.
    14. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes.
    15. Right-of-way limits.
    16. Direction of traffic flow on all roadways.

400.3 Traffic Studies:
The Engineer shall prepare a traffic study to support their recommendation for proposed intersection improvements (Montana at Buffalo Soldier Dr.) based on projected volumes. Study will include addressing mobility and safety.

The Engineer shall implement proposed traffic signal improvements within existing City ROW unless otherwise approved by the City. The Engineer shall refer to latest version of the *TMUTCD, Traffic Signal Manual*, COEP Design Standards and The State's roadway and traffic standards.

400.4 Illumination:
The Engineer shall refer to City's Design Standards for Construction and other deemed necessary City approved manuals for design of continuous lighting and safety lighting for all conventional lighting. The Engineer shall include safety lighting as a supplement to conventional lighting along the shared use path as needed. The Engineer shall provide a photometric analysis and coordinate with the City to determine the location of proposed conventional lighting. The Engineer shall provide a preliminary layout for initial review and approval by the City. The Engineer shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. The Engineer shall integrate existing illumination within the project limits into the proposed design.

TASK 500 Traffic Control Design:
500.1 Traffic Control Plan, Detours, Sequence of Construction:
The Engineer shall prepare Traffic Control Plans (TCP) for the project. The Engineer is to complete Form 2229-Significant Project Procedures along with Page 4 of Form 1002, specifically titled Accelerated Construction Procedures. The TCP shall be developed in accordance with the latest edition of the TMUTCD and shall consist of all current and applicable State Standards. The Engineer is to implement the current Barricade and Construction (BC) standards as applicable.

i. The Engineer shall provide a written narrative of the construction sequencing and work activities per phase.
ii. The Engineer shall attend a safety review meeting to present the traffic control concept to the safety review committee from approval.
iii. The Engineer shall present to the Traffic Control Safety Review Committee and address recommendations as warranted.

TASK 600 Surveying:

Refer to Brock & Bustillos Attachment

TASK 700 Utility Management & Coordination:
700.1 Utility Services and Utility Easements:
Based on the design, the Engineer shall coordinate with all utilities stakeholders, including but not limited to the Public Service Board (PSB), Texas Gas, El Paso Electric, and TxDOT that will be affected by the proposed improvements. The Engineer shall submit all applications to the utilities on behalf of the City of El Paso. However, the City of El Paso shall pay all utility service fees. The Engineer will not pull the installation of service. The installation of the service shall be coordinated by the building contractor. Construction documents shall clearly show all utility company contacts

and type of service requested. All utility service requests shall be submitted by the Engineer by or before the construction documents are submitted for bid advertisement. The Engineer shall prepare all metes and bounds descriptions for utility easements and/or vacations. The Engineer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. Resler Blvd. Extension will not have any proposed water nor sanitary sewer utilities along the proposed corridor hence the Engineer will not be responsible for coordinating nor incorporating these design into the final construction documents for bid advertisement under this scope.

700.2 Utility Coordination:
The Engineer shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The Engineer shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The Engineer shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the Engineer and utility companies the need and extent of relocation shall be determined. If a dispute arises the Engineer shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The Engineer in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However, each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The Engineer shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. 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 Engineer shall be complete by or before the final design phase due date. The Engineer shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

TASK 800 Storm Water Pollution Prevention Plan (SW3P):
800.1 Storm Water Pollution Prevention Plan:
The Engineer shall prepare and provide a storm water pollution prevention plan. The Engineer shall be responsible to be knowledgeable on the storm water pollution prevention plan requirements. The storm water pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department for review and approval.

TASK 900 Environmental:
900.1 Environmental Documentation Standards.
Each environmental service provided by the Engineer must have a deliverable. Deliverables must summarize the methods used for the environmental services and the results achieved. The summary of results must be sufficiently detailed to provide satisfactory basis for thorough review by the State, Federal Highway Administration (FHWA), and (where applicable) other agencies with regulatory oversight. All deliverables must meet regulatory requirements for legal sufficiency and adhere to the requirements for reports enumerated in the State's National Environmental Policy Act of 1969 (NEPA) Memorandum of Understanding (MOU).

A. Quality Assurance (QA) and Quality Control (QC) Review

For each deliverable, the Engineer shall perform QA and QC reviews of environmental documents and on all supporting environmental documentation to determine whether documents conform with:

1. Current Environmental Compliance Toolkit guidance, documentation requirements, and templates published by TxDOT's Environmental Affairs Division (ENV) and in effect as of the date of receipt of the documents or documentation to be reviewed;
2. Current state and federal laws, regulations, policies, guidance, agreements, and memoranda of understanding between the State and other state or federal agencies; and
3. Guidelines contained in Improving the Quality of Environmental Documents, A Report of the Joint AASHTO and American Council of Engineering Companies (ACEC) Committee in Cooperation with the FHWA (May 2006) for:
    a. Readability, and
    b. Use of evidence and data in documents to support conclusions.

    Upon request by the State, the Engineer shall provide documentation that the QA and QC reviews were performed by qualified staff.

B. The Engineer shall maintain the project environmental record in TxDOT's Environmental Compliance Oversight System (ECOS), including project review, completing the work development plan screens, uploading documents, and completing activities as assigned by the Houston District.

C. Deliverables must contain all data acquired during the environmental service and be written to be understood by the public in accordance with the TxDOT's Environmental Toolkit guidance, documentation standards, and current guidelines, policies, and procedures.

D. Electronic versions of each deliverable must be written in software that is fully compatible with the software currently used by the State and provided in the native format of the document for future use by the State. The Engineer shall supplement all hard copy deliverables with electronic copies in searchable Adobe Acrobat (.pdf) format, unless another format is specified. Each deliverable must be a single, searchable .pdf file that mirrors the layout and appearance of the physical deliverable. The Engineer shall deliver the electronic files on CD, DVD, or USB flash drive in both the document's native format and the PDF format.

E. When the environmental service is to apply for a permit (e.g., United States Coast Guard (USCG) permit or USACE permit), the Engineer shall provide the permit and all supporting documentation to the State as the deliverable.

F. The Engineer shall complete the latest version of the EPIC sheets and Stage Gate Checklists. These sheets must be signed, sealed and dated by the Engineer as indicated in signature block. The final sheets must be submitted for the State's signature.

G. Submission of Deliverables

1. Deliverables must consist of documentation to support a categorical exclusion (CE) determination, or the preparation of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS), as applicable. Technical reports and

documentation must be prepared to support the applicable environmental classification (e.g. CE, EA, or EIS). Additionally, an Open-Ended (d) list Categorical Exclusion Classification Request Form must be prepared to classify the project as an Open Ended (d) list CE, if needed.

2. All deliverables must comply with all applicable state and federal environmental laws, regulations, procedures, and TxDOT's Environmental Compliance Toolkits, documentation requirements, and templates.

3. On the cover page of any environmental documentation, the Engineer shall insert the following language in a way that is conspicuous to the reader or include it in a CE project record:

   "The environmental review, consultation, and other actions required by applicable Federal environmental laws for this project are being, or have been, carried-out by TxDOT pursuant to 23 U.S.C. 327 and a Memorandum of Understanding dated December 9, 2019, and executed by FHWA and Texas Department of Transportation (TxDOT)."

H. The State will provide the State's and other agency comments on draft deliverables to the Engineer. The Engineer shall revise the deliverable:

1. To include any State commitments, findings, agreements, or determinations (e.g., wetlands, endangered species consultation, Section 106, or Section 4(f)), required for the transportation activity as specified by the State;

2. To incorporate the results of public involvement and agency coordination;

3. To reflect mitigation measures resulting from comments received or changes in the transportation activity; and

4. To include with the revised document a comment response form (matrix) in the format provided by the State.

I. The Engineer shall provide photographs and graphics that clearly depict details relevant to an evaluation of the project area. Comparable quality electronic photograph presentations must be at least 1200 x 1600 pixel resolution. The State can request images/graphics be provided in another format or quality.

900.2 Environmental Assessment (EA) Content and Format. (OMIT)

900.3 Environmental Impact Statement (EIS) Content and Format. (OMIT)

900.4 Environmental Re-evaluation Form. (OMIT)

900.5 Environmental Technical Analyses and Documentation.

A. Definition of technical analyses and documentation for environmental services.

In general, technical analyses and documentation for environmental services might include a report, checklist, form, or analysis detailing resource-specific studies identified during the process of gathering data to make an environmental decision.

The State may determine what technical reports and documentation are necessary for any given project. The Engineer shall prepare all technical reports and documentation for the State with sufficient detail and clarity to support

environmental determinations. All technical reports must be compliant with TxDOT's Environmental Compliance Toolkits, documentation requirements, and templates. The environmental document must reference the technical reports.

Environmental technical reports and documentation must include appropriate NEPA or federal regulatory language in addition to the purpose and methodology used in delivering the service. Technical reports and forms must use templates and documentation standards as applicable and include sufficient information to determine the significance of impacts.

B. Minimum Deliverables:

1. Draft technical analyses and documentation
2. Final technical analyses documentation

C. The exact environmental technical analyses and documentation must be determined in this work authorization, and include:

1. Section 4(f) Evaluation (OMIT)
2. Section 6(f) Evaluation (OMIT)
3. Community Impacts Analysis

   Complete a Community Impacts Assessment Technical Report Form, if necessary, as required. The Engineer shall complete Part A and the Summary Statement.
4. Induced Growth Impact Analysis and Cumulative Impacts Analysis (OMIT)
5. Air Quality Studies (OMIT)
6. Noise Analysis Technical Reporting - (OMIT)
7. Water Resources Analysis and Documentation

   The Engineer shall provide environmental documentation, conduct field surveys, and provide analysis of water resources for compliance with state and federal regulations as described in the Environmental Guide: Volume 2 Activity Instructions, https://www.txdot.gov/content/dam/docs/environmental/toolkit/060-06-gui.pdf, and the associated forms, templates, and guidance found in the Water Resources section of the Natural Resources Toolkit, https://www.txdot.gov/business/resources/environmental/compliance-toolkits/natural-resources.html. The applicable water resource studies must be determined in this work authorization. In the case that field surveys are required, then the Engineer shall contact TxDOT's Environmental Affairs Division's Natural Resource Management Section (ENV-NRM) for clearance prior to starting fieldwork. ENV-NRM will verify that approved methods and appropriately permitted and experienced staff will be used.

   At the request of the State, the Engineer shall provide the following water analysis:

   a. Surface Water Analysis Form, including analysis of:

      (1) Section 404 of the Clean Water Act;

(2) Section 303(d) of the Clean Water Act;

(3) General Bridge Act/Section 9 of the Rivers and Harbors Act;

(4) Section 10 of the Rivers and Harbors Act;

(5) Section 401 of the Clean Water Act; and

(6) Executive Order 11990, Protection of Wetlands.

b. International Boundary Water Commission (IBWC) approval (OMIT)

c. Coastal Barrier Resources Act (CBRA) analysis (OMIT)

d. National Wild and Scenic Rivers Act (NWSRA) analysis (OMIT)

e. Texas Coastal Management Program (TCMP) analysis (OMIT)

f. Waters of the United States (WOTUS) Delineation report prepared in accordance with ENV's Documentation Standard for Waters of the U.S. Delineation Report using ENV's Template: Waters of the U.S. Delineation Report including all supporting forms and exhibits

g. Section 404/10 Impacts Table prepared in accordance with TxDOT ENV's Section 404/10 Impacts Table and Instructions – Preparing a Section 404/10 Impacts Table

h. Section 404/10/9 Permitting Package, including (OMIT):

(1) USACE PCN Permitting Application prepared in accordance with TxDOT ENV's Documentation Standard for PCN

(2) USACE IP Permitting Application prepared in accordance with TxDOT ENV's Documentation Standard for IP

(3) USACE LOP Permitting Application

(4) USACE RGP Permitting Application

(5) Conditional/Functional Assessment

(6) Permittee-responsible Mitigation Plan

(7) Permittee-responsible Mitigation Plan Implementation

(8) 401 Certification

(9) USCG Bridge Permit Application prepared in accordance with the USCG Bridge Permit Application Guide (BPAG)

(10) USCG Exception Request

(11) USCG Navigational Lighting

i. For all WOTUS surveys, the Engineer shall:

(1) Provide the results of the land survey in electronic DGN file format to be incorporated into the schematic and plans. GIS and KMZ files of the land survey must also be provided.

(2) Determine the acres of permanent and temporary impacts and linear feet of impacts at each WOTUS and provide figures of the

WOTUS and associated impacts overlaying the schematic and plan sheets.

8. Biological and Natural Resources Management Analysis and Documentation

The Engineer shall provide environmental documentation, conduct field surveys, and provide analysis of biological natural resources for compliance with state and federal regulations as described in the Environmental Guide: Volume 2 Activity Instructions, https://www.txdot.gov/content/dam/docs/environmental/toolkit/060-06-gui.pdf, and the associated forms, templates, and guidance found in the Water Resources section of the Natural Resources Toolkit, https://www.txdot.gov/business/resources/environmental/compliance-toolkits/natural-resources.html. The applicable natural resource studies must be determined in this work authorization. In the case that field surveys are required, then the Engineer must contact ENV-NRM for clearance prior to starting work. ENV-NRM will verify that approved methods and appropriately permitted and experienced staff will be used. At the request of the State, the Engineer shall provide the following biological and natural resource analysis:

a. Species Analysis Form, including:

(1) Species Analysis Spreadsheet and Species Analysis form, which can include a habitat analysis for the entire project area, field surveys for protected species, and presence/absence surveys.

(2) The Technical Expert shall download the current version of ENV's Species Analysis Spreadsheet and Species Analysis form from ENV's on-line toolkit. The Technical Expert shall prepare ENV's Species Analysis Spreadsheet and Species Analysis form in accordance with ENV's Environmental Guide Volume 2 Activity Instructions from ENV's on-line toolkit.

(3) Bald and Golden Eagle Protection Act (BGEPA) analysis and coordination assistance.

b. Farmland Protection Policy Act (FPPA) analysis (OMIT)

c. Marine Mammal Protection Act (MPPA) analysis (OMIT)

d. Essential fish habitat (EFH) analysis (OMIT)

e. Preparation of USFWS/National Marine Fisheries Service (NMFS) species consultation, including section 7 informal and formal consultation for USFWS/NMFS (OMIT)

f. For all projects within a USFWS Designated Karst Zone or Critical Habitat: (OMIT)

(1) A USFWS permitted biologist must perform the habitat assessment for listed karst invertebrates per USFWS protocols.

(2) A Texas licensed Professional Geoscientist (P.G.) must perform, sign, and seal the karst features survey. The Texas licensed P.G. must have experience in central Texas karst geology.

9. Initial Site Assessment (ISA) with Hazardous Materials Project Impact Evaluation Report

   The Engineer shall provide an ISA with Hazardous Materials Project Impact Evaluation Report for the limits of the proposed project in accordance with Statement of Work for Hazardous Materials Processes related to NEPA in the TxDOT Hazardous Materials Management Toolkit (http://www.txdot.gov/inside-txdot/division/environmental/compliance-toolkits/haz-mat.html).

10. Archeological Documentation Services

    The Engineer shall provide archeological studies and documentation. All archeological studies must be sufficient to satisfy the current TxDOT Archeological Sites and Cemeteries Toolkit. An archeological background study must be performed prior to field work. If the Engineer was provided with a background study by the State, a new background study is not required.

    The Engineer shall provide archeological resource identification, evaluation, and documentation services. In compliance with TxDOT's Environmental Compliance Toolkits, the Engineer shall provide the following archeological services and deliverables:

    a. Archeological background study

    b. Archeological reconnaissance survey

    c. Archeological intensive survey

    An archeological survey (reconnaissance or intensive) must be sufficient to satisfy state and federal regulations. The applicable archeological survey must be determined at work authorization level. The archeological background study will identify areas designated for survey with impacts deeper than three feet; any required reconnaissance or intensive surveys will be covered under a supplemental work authorization. The Engineer shall contact TxDOT's Environmental Affairs Division's Archeological Studies Branch (ENV-ARCH) for approval prior to starting field and survey work. ENV-ARCH will verify that approved methods and appropriately permitted and experienced staff will be used.

11. Historic Resource Identification, Evaluation, and Documentation Services

    The Engineer shall provide historic resource identification, evaluation, and documentation services. In compliance with TxDOT's Environmental Compliance Toolkits, the Engineer shall provide the following historic resource services and deliverables:

    a. Historic Resources Project Coordination Request (PCR),

    b. Historic Resources Research Design, and

    c. Historic Resource Survey Report, including windshield, reconnaissance, or intensive level documentation.

    All services, except the historic resource PCR, must have prior approval by TxDOT's Environmental Affairs Division's Historical Studies Branch (ENV-

HIST) to be performed. The historic resource PCR must be accepted by ENV-HIST prior to survey field work.

12. Floodplain Impacts (include Floodplain Impacts Information in the Surface Water Analysis) (OMIT)
13. Stormwater Permits (Section 402 of the Clean Water Act) (OMIT)
14. EPIC Sheets

    The Engineer will prepare EPIC Sheets for State's review.

TASK 1000 Geotechnical Data Collection:

Refer to CQC Attachment

TASK 1100 Public Involvement:
1100.1 Public Involvement:
The Engineer shall assist the City throughout public outreach activities required by the environmental, ROW acquisition, or City process in providing plans/exhibits showing the proposed improvements and how proposed improvements will affect adjacent property owners and in identification of stakeholders. Two community meeting will be held during the design phase of this project and the Engineer shall be responsible to attend and assist the city with supporting documents for a presentation of the proposed project and answer questions.

TASK 1200 ADA Compliance & Requirements:
1200.1 ADA Compliance and Requirements:
The Engineer shall include and comply with ADA, PROWAG, and Texas Department of Licensing and Regulation requirements. Under this contract the Engineer will employ the services of a Registered Accessibility Specialist (RAS) to perform a review of design documents and inspection of construction. The Engineer shall comply with RAS design comments.

TASK 1300 Subsurface Utility Engineering:

Refer to Cobb Fendley Attachment

TASK 1400 Landscaping:

Refer to Greenway Studio Attachment

TASK 1500 Bid & Construction Phase Service:
1500.1 Bid Phase Services:
The Engineer shall submit the following for bidding:

A. Full and complete sealed set of drawings both in hard copy and electronic format
B. Full and complete sealed set of technical specifications (latest TxDOT specifications) both in hard copy and electronic format
C. Detailed scope of work both in hard copy and electronic format
D. Detailed unit price bid proposal form, both in hard copy and electronic format
E. Detailed real world value cost estimate in hard copy

During the bidding process, the Engineer 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 unit price contract.

1500.2 Construction Phase Services:
During the construction phase, the Engineer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

A. Responding to all questions from the contractor (requests for information, RFIs)
B. Providing advice and recommendation to the Owner
C. Reviewing contractor technical submittals
D. Participate in "punch list" inspection and provide punch list to Owner
E. Produce and provide a set of reproducible (11"X17") and electronic format "as-built" drawings.
F. Attend the weekly construction meeting, to be scheduled by the City Project Manager.
G. Prepare testing frequency schedule.
H. Prepare and Update Buy America Matrix

Planning:
The Engineer shall present design to City of El Paso Bicycle Advisory Committee. The Engineer shall comply with requirements set by the Capital Improvement Department Planning Division and TxDOT. Sole sourcing will not be allowed. The Engineer shall prepare both design and performance specifications.

Design Analysis:
The Engineer shall perform design analysis for the project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:
The Engineer shall prepare and provide technical specifications. The specifications shall be based on latest TxDOT specifications. No sole sourcing shall be allowed. All specifications must include the type of materials listed in the construction drawings, placement method and quality control and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The Engineer shall provide both design and performance specifications. Sole sourcing will not be allowed. Engineer to coordinate with directed furniture and equipment vendor to develop performance specifications.

Building Permits, Special Permits, and Other Land Use Permits:
The Engineer shall be responsible for complying with all local, state, and federal building codes. The Engineer shall be responsible for submitting required sets to City of El Paso Development Department for review and approval during final design phase period. The Engineer shall be responsible for obtaining approval from the City of El Paso Planning and Inspections Department before the construction documents are submitted for bid advertisement. The Engineer is responsible to follow up review and approval process with the City of El Paso Planning and Inspections Department. After approval the Engineer will pick up approved plans and store them in a safe place. The Engineer shall not be responsible to pull permit. The pulling of the permit shall be responsibility of building contractor. The City of El Paso Planning and Inspections Department shall be responsible to review grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements when applicable.

The Engineer shall be responsible when applicable for the preparation all documents that include but

are not limited to; metes and bounds descriptions, site plans, elevations, floor layouts, and applications for permits, special permits, zoning changes, and land use permits. The Engineer shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

PRODUCTS REQUIRED:
Drawings and Specifications:

Pre-Design Report (If applicable)
The firm shall be responsible to deliver a Pre-Design Analysis before submitting the 30% design phase, after notice to proceed' the schedule for the predesign report will be determined on a per project basis. This process shall include but not be limited to the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Evaluate street alignment
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate bicycle and pedestrian improvements

30% Design:
The firm shall submit the following preliminary design submittal, as applicable.

- • Coversheet (90% complete)
- • Quantity Summary Sheet (100% complete)
- • Electrical Plan and Details (50% complete)
- • Horizontal Control Plan (90% complete)
- Demolition Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Typical Construction Details (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- General Notes
- Engineer's Estimate
- Design Criteria
- Geotechnical Report
- Pavement Design Memo (if applicable)

- Utility Status and coordination report
- Signage and striping Details (30% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

60% Design:
The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (95% complete)
- Grading Plan (95% complete)
- Outline of Specs (100% complete)
- Landscape plan (90% complete)
- Typical Landscape details (90%)
- General Notes
- Engineer's Estimate
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report
- Signage and striping Details (60% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

95% Design:
The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical plan and details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report
- Signage and striping Details (100% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:
The firm shall re-submit the 95% documentation with City comments addressed.
Bidding and Construction:
The firm shall provide constructability, ability to bid, operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between drawings of all disciplines involved in the project.
The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings

- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums.
After bid opening, the firm shall provide all documentation required for State concurrence, these items include:
Engineer's Cost Estimate line item review
Engineer's Bid Tab review and recommendation letter
During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Provide architectural supplemental information (ASIs)
- Attend to construction project's meetings
- Provide final report of RAS Inspection
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:
The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the City.
- Prepare cost estimates for street improvements, , and other project estimates as requested when the contractor submits a change order.

- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

PROJECT SCHEDULE:
The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall be based on a **February 2027 project letting** and shall include preliminary design report, 60% design, 95% design, 100% design, RTL design, public involvement and owner's review time as follows:

- **Preliminary Design Report: December 2025**
- **60% Design Phase: DDR - April 2026**
- **95% Design Phase: DDR – August 2026**
- **100% Design Phase: DDR – October 2026**
- **RTL Design: December 2026**
- **Project Let: February 2027**

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

BUFFALO SOLDIER IMPROVEMENTS
EXHIBIT D

Firm Name: Consor Engineers, LLC.							
Exhibit D Fee Summary							
Project: Buffalo Soldier Improvements							
Method of Payment: Lump Sum/Specified Rate							
Task	**Consor Engineers LLC**	**Brock & Bustillos Inc.**	**CQC Testing and Engineering, LLC**	**Cobb Fendley**	**SWCA**	**Greenway Studio**	**Julie Gered, RAS**
	(PRIME)	Survey	Geotechnical	Subsurface Utility Engineering	Environmental (Archeological Background Study & PCR for Historic Studies)	Landscaping	TDLR
TASK 100 - Project Management & Administration	$ 55,345.08						
TASK 200 - Roadway Design	$ 184,541.25						
TASK 300 - Drainage Design	$ 64,764.21						
TASK 400 - Traffic Design	$ 78,307.81						
TASK 500 - Traffic Control Design	$ 15,190.87						
TASK 600 - Surveying		$ 27,590.00					
TASK 700 - Utility Management & Coordination	$ 17,917.20						
TASK 800 - Storm Water Pollution Prevention Plan (SW3P)	$ 6,960.80						
TASK 900 - Environmental Services	$ 37,319.78				$ 9,015.00		
TASK 1000 - Geotechnical Data Collection			$ 15,896.00				
TASK 1100 - Public Involvement	$ 16,483.00						
TASK 1200 - ADA Compliance & Requirements							$ 2,600.00
TASK 1300 - Subsurface Utility Engineering				$ 10,430.00			
TASK 1400 - Landscaping						$ 27,935.00	
TASK 1500.1 - Bid Phase Services	$ 12,157.34					$ 1,670.00	
TASK 1500.2 - Construction Phase Services	$ 67,769.68					$ 10,190.00	
ODE's	$ 23,761.00						
Sub Total:	**$ 580,518.02**	**$ 27,590.00**	**$ 15,896.00**	**$ 10,430.00**	**$ 9,015.00**	**$ 39,795.00**	**$ 2,600.00**
Grand Total:	**$ 685,844.02**						

Lump Sum Design Fee Schedule Breakdown:	
Preliminary Engineering - Design Report Submittal	$ 116,657.91
60% Plan Submittal	$ 217,129.63
95% Plan Submittal	$ 187,824.50
100% Plan Submittal	$ 72,444.96
Sub Total	**$ 594,057.00**
Specified Rate Bid & Construction Schedule Breakdown:	
Bid Phase Services	$ 13,827.34
Construction Phase Services	$ 77,959.68
Sub Total	**$ 91,787.02**
Grand Total	**$ 685,844.02**

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Lump Sum
Project: Buffalo Soldier Improvements

	LABOR CLASSIFICATION																				
Item - Task	**Senior Project Manager**	**Project Manager**	**Engineer (Senior)**	**Engineer (Design)**	**Engineer in Training II**	**Engineer in Training I**	**Utilities Coordinator Senior**	**Utilities Coordinator**	**Environmental Planner Senior**	**Environmental Planner Project**	**Environmental Specialist**	**GIS Specialist**	**CADD Operator Senior**	**CADD Operator**	**CADD Operator - Junior**	**Senior Public Involvement Specialist**	**Junior Public Involvement Specialist**	**Junior Graphic Designer**	**Admin/Clerical**	**Total LOE (Hrs)**	**Total Cost ($$)**
Contract Rate (Hourly)	**$298.81**	**$256.12**	**$221.97**	**$170.75**	**$128.06**	**$110.99**	**$199.21**	**$142.29**	**$267.51**	**$199.21**	**$128.06**	**$99.60**	**$136.60**	**$108.14**	**$91.07**	**$199.21**	**$128.06**	**$99.60**	**$85.37**		
PRELIMINARY ENGINEERING- DESIGN REPORT SUBMITTAL																					
TASK 100 - Project Management & Administration																					
100.1 Contract Management and Administration																					
Coordination with the City/State	1	4	4	4	2														15	$3,150.29	
Coordination with internal team and subconsultants	1	6	2	2															11	$2,620.97	
Prepare monthly written progress reports		3		1					2	4								3	13	$2,527.08	
Develop and maintain detailed project design schedule	1	2		2															5	$1,152.55	
Develop and maintain detailed project budget	2	3																	5	$1,365.98	
Prepare, distribute and file written and electronic correspondence		2		3															5	$1,024.49	
Sub contracts, monitor sub consultant activities, invoices		2		3														4	9	$1,365.97	
SUBTOTAL	**5**	**22**	**6**	**15**	**2**				**2**	**4**								**7**	**63**	**$13,207.33**	
TASK 200 - Roadway Design																					
200.1 Feasibility Studies (Pre-Design Report)																					
Data Collection and Field Reconnaissance	1	2		10	8														21	$3,543.03	
Design Criteria		1	2	2	4														9	$1,553.80	
Safety Audit/Analysis	1	2	4	12	16														35	$5,796.89	
Develop Design Options	1	4	8	16	32									4				12		77	$11,556.73
Preliminary Cost Estimates	1	2		16	12															31	$5,079.77
Preliminary Design Layout	1	2		24	16									20						63	$9,120.81
200.2 Geometric Design																					
Preliminary Geometric Layout				2	4															6	$853.74
200.3 Roadway Design																					
Prepare Plan & Profile Sheets				2	8									10						20	$2,447.38
200.4 Typical Sections																					
Existing Typcial Section				1	4									8						13	$1,548.11
Proposed Typical Section				1	6									6						13	$1,587.95
200.6 Plan Preparation																					
Title Sheet					2									2						4	$472.40
Index of Sheet					2									2						4	$472.40
Demolition Sheets				1	2									2						5	$643.15
Project QAQC	1	1	2										2							6	$1,272.07
200.7 Construction Schedule (60%, 90%, 100%)		4			20															24	$3,585.68
SUBTOTAL	**6**	**18**	**16**	**87**	**136**								**2**	**54**				**12**		**331**	**$49,533.91**
TASK 300 - Drainage Design																					
300.1 Data Collection			1		16															17	$2,270.93
300.2 Pre-Design Report		1	8		40									8						57	$8,019.40
300.3 Hydrologic Studies																					
External Drainage Areas			2		8															10	$1,468.42
Internal Drainage Areas			4		8															12	$1,912.36
300.4 Complex Hydraulic Design & Documentation																					
Existing Storm System Design/Check		1	4		12															17	$2,680.72
300.5 Drainage Plan Preparations																					
External DA Map & Calc Sheets			1		4									6						11	$1,383.05
Internal DA Map & Calc Sheets			1		12									8						21	$2,623.81
300.6 QAQC	1	2	5										1							9	$2,057.50
SUBTOTAL	**1**	**4**	**26**		**100**								**1**	**22**						**154**	**$22,416.19**
TASK 400 - Traffic Design																					
SUBTOTAL																					**$0.00**
TASK 500 - Traffic Control Design																					
SUBTOTAL																					**$0.00**
TASK 700 - Utility Management & Coordination																					
700.2 Utility Engineering and Coordination			2				4	5												11	$1,952.23
SUBTOTAL			**2**				**4**	**5**												**11**	**$1,952.23**
TASK 800 - Storm Water Pollution Prevention Plan																					
SUBTOTAL																					**$0.00**
TASK 900 - Environmental-Social, Economic, and Environmental Studies																					
SUBTOTAL																					**$0.00**
PRELIMINARY ENGINEERING DESIGN TOTALS	**12**	**44**	**50**	**102**	**238**		**4**	**5**	**2**	**4**			**3**	**76**				**12**	**7**	**559**	**$87,109.66**

60% DESIGN PHASE																				
TASK 100 - Project Management & Administration																				
100.1 Contract Management and Administration																				
Coordination with the City/State	1	4	4	4	2														15	$3,150.29
Coordination with internal team and subconsultants	1	12	2	2	1				2	4									24	$5,617.61
Prepare monthly written progress reports		4		2					2	4								4	16	$3,039.32
Develop and maintain detailed project design schedule	1	2		2						2									7	$1,550.97
Develop and maintain detailed project budget	2	4																	6	$1,622.10
Prepare, distribute and file written and electronic correspondence		2		3															5	$1,024.49
Sub contracts, monitor sub consultant activities, invoices		2		3														4	9	$1,365.97
SUBTOTAL	**5**	**30**	**6**	**16**	**3**				**4**	**10**								**8**	**82**	**$17,370.75**
TASK 200 - Roadway Design																				
200.2 Geometric Design																				
Preliminary Geometric Layout		1	1	4	4														10	$1,673.33
Preliminary 3D Corridor Model		1	2	10	12														25	$3,944.28
200.3 Roadway Design																				
Horizontal Geometry Design		1	1	5	4														11	$1,844.08
Vertical Geometry Design		1	2	8	16														27	$4,115.02
Prepare Plan & Profile Sheets		1		15	20									30					66	$8,622.77
200.4 Typical Sections																				
Existing Typcial Section		1		1.5	6									8					16.5	$2,145.73
Proposed Typical Section		1		2.5	7									6					16.5	$2,228.26
200.5 Cut and Fill Quantities																				
Refine Preliminary 3D Corridor		0.5		5	8														13.5	$2,006.29
Corridor Cross Section Sheets (Est. 50 Cross Sections @ 50-ft)		0.5		7	15									15					37.5	$4,866.31
Earthwork Calculations		1		6	10														17	$2,561.22
200.6 Plan Preparation																				
Title Sheet		1		2	4									2					9	$1,326.14
Index of Sheet		0.5		2	4									2					8.5	$1,198.08
General Notes Sheets		1	2	3	8									2					16	$2,453.07
Estimate & Quantity Sheets (E&Q)		1		3	6									2					12	$1,753.01
Alignment Data Sheets		1		2	4									4					11	$1,542.42
Demolition Sheets		0.5		2	5									5					12.5	$1,650.56
EPIC Sheet		0		1	5									2					8	$1,027.33
Design Standards and Detail Sheets		1	1	5	4									4					15	$2,276.64
Project QAQC	10	12	20										6						48	$11,320.54
200.7 Construction Schedule (60%, 90%, 100%)		2			8														10	$1,536.72
SUBTOTAL	**10**	**29**	**29**	**84**	**150**								**6**	**82**					**390**	**$60,091.79**
TASK 300 - Drainage Design																				
300.3 Hydrologic Studies																				
External Drainage Areas			1		6														7	$990.33
Internal Drainage Areas		1	2		12														15	$2,236.78
300.4 Complex Hydraulic Design & Documentation																				
Existing Storm System Design/Check		2	4		14														20	$3,192.96
300.5 Drainage Plan Preparations																				
External DA Map & Calc Sheets			1		2									4					7	$910.65
Internal DA Map & Calc Sheets			1		10									4					15	$1,935.13
Storm System Calc Sheets			2		2									2					6	$916.34
Drainage Plan & Profile & Calc Sheets			1		12									8					21	$2,623.81
Draiange Details & Standards			1		4									2					7	$950.49
Quantities			2		6														8	$1,212.30
300.6 QAQC	1	1	10										1						13	$2,911.23
SUBTOTAL	**1**	**4**	**25**		**68**								**1**	**20**					**119**	**$17,880.02**

TASK 400 - Traffic Design																				
400.1 Signing																				
Small Sign Details				1	1								1						3	$406.95
Summary of Small Signs				1	4								1						6	$791.13
Standards				1	1								1						3	$406.95
400.2 Pavement Marking																				
Pavement Markings & Signing Layouts				10	12								36						58	$7,137.26
Summary of Pavement Markings and Signing				2	4								2						8	$1,070.02
Standards				1	2								1						4	$535.01
400.3 Traffic Study		2	2	8	8														20	$3,346.66
400.4 Illumination																				
Continuous Illumination Layouts				6	14								16						36	$4,547.58
Voltage Drop Calculations		2		2	6														10	$1,622.10
Circuit Diagrams		1		1	2								1						5	$791.13
Electrical Service Summary/Service Coordination				4	1								1						6	$919.20
Photometric Analysis		1		8	8								10						27	$3,728.00
Illumination Standards				1	1								1						3	$406.95
400.5 QAQC	8	4	6																24	$5,566.38
SUBTOTAL	**8**	**10**	**8**	**46**	**64**								**71**						**213**	**$31,275.32**
TASK 500 - Traffic Control Design																				
500.1 Traffic Control Plan																				
Sequence of Work Layout		1	0.5	6	4								2						13.5	$2,120.13
Traffic Control Typical Sections & Plan Layouts		1	0.5	6	12								14						33.5	$4,442.29
Traffic Control Plan Standards																			0	$0.00
Coordinate with State for TCP approval to SRT Meeting																			0	$0.00
SUBTOTAL		**2**	**1**	**12**	**16**								**16**						**47**	**$6,562.41**
TASK 700 - Utility Management & Coordination																				
700.2 Utility Engineering and Coordination		2	2				7	26					10						47	$7,131.59
SUBTOTAL		**2**	**2**				**7**	**26**					**10**						**47**	**$7,131.59**
TASK 800 - Storm Water Pollution Prevention Plan																				
800.1 Develope SW3P Layouts		1		1	6								6						14	$1,844.07
800.2 Calculate and Tabulate Quantities		1		1	2								2						6	$899.27
SUBTOTAL		**2**		**2**	**8**								**8**						**20**	**$2,743.34**
TASK 900 - Environmental-Social, Economic, and Environmental Studies																				
900.1 Environmental Documentation Standards (included below)																			0	$0.00
900.2 Environmental Assessment (EA) Content and Format (OMIT)																			0	$0.00
900.3 Environmental Impact Statement (EIS) Content and Format (OMIT)																			0	$0.00
900.4 Environmental Re-evaluation Form (OMIT)																			0	$0.00
900.5 Environmental Technical Analyses and Documentation																			0	$0.00
A. Definition of technical analyses and documentation (included below)																			0	$0.00
B. Minimum Deliverables																			0	$0.00
C. Technical Analyses																			0	$0.00
1. Section 4(f) Evaluation (OMIT)																			0	$0.00
2. Section 6(f) Evaluation (OMIT)																			0	$0.00
3. Community Impacts Analysis Form									1	2	4	2						1	10	$1,462.74
4. Induced Growth Impact Analysis and Cumulative Impacts Analysis (OMIT)																			0	$0.00
5. Air Quality Studies (OMIT)																			0	$0.00
6. Noise Analysis Technical Reporting - (OMIT)																			0	$0.00
7. Water Resources Analysis and Documentation																			0	$0.00
a. Draft and Final Surface Water Analysis Form									1	2	8							1	12	$1,775.78
f. WOTUS Delineation Report									1	8	12	6						1	28	$4,080.88
g. Section 404/10 Impacts Table									1	2	4								7	$1,178.17
8. Biological/Natural Resources Management Analysis and Documentation																			0	$0.00
a. Draft and Final Species Analysis Form									2	2	16	6							26	$3,580.00
9. ISA with Hazardous Materials Project Impact Evaluation Report									1	2	16	4						1	24	$3,198.66
10. Archeological Documentation Services (Review & Coord w/ SWCA)																			0	$0.00
11. Historic Resource Identification, Evaluation, and Documentation Services (Review & Coord w/ SWCA)																			0	$0.00
12. Floodplain Impacts (include Floodplain Impacts Information in the Surface Water Analysis) (OMIT)																			0	$0.00
13. Stormwater Permits (Section 402 of the Clean Water Act) (OMIT)																			0	$0.00
14. EPIC Sheets									1	2									3	$665.93
																			0	$0.00
SUBTOTAL									**8**	**20**	**60**	**18**						**4**	**110**	**$15,942.16**

TASK 1100 - Public Involvement																					
1100.1 Support for Public Meeting (2)/Public Hearing (0)																				0	$0.00
Prepare materials for meetings with stakeholders/MAPOs																2	2			4	$654.54
Attend meetings with stakeholders/ MAPOs																4	4			8	$1,309.08
Prepare meeting notes from meetings with stakeholders/MAPOs																1	1		2	4	$498.01
Public Meeting Preparation (x2 events)									2	2						4	4	3		15	$2,541.32
Pre-Meetings (4 per "round" of events, 8 total)																2	2			4	$654.54
Attend Public Meeting/Hearing (2 total events)									1	1						2	2			6	$1,121.26
Prepare Public Meeting/Hearing Documentation									1	1						2	4		1	9	$1,462.75
SUBTOTAL									**4**	**4**						**17**	**19**	**3**	**3**	**50**	**$8,241.50**
60% DESIGN TOTALS	**24**	**79**	**71**	**160**	**309**		**7**	**26**	**16**	**34**	**60**	**18**	**13**	**207**		**17**	**19**	**3**	**15**	**1078**	**$167,238.88**
90% DESIGN PHASE																					
TASK 100 - Project Management & Administration																					
100.1 Contract Management and Administration																					
Coordination with the City/State	1	4	4	4	2				2	4										21	$4,482.15
Coordination with internal team and subconsultants	1	10	2	2	1				2	4										22	$5,105.37
Prepare monthly written progress reports		4		2						2									4	12	$2,105.88
Develop and maintain detailed project design schedule	1	2		2																5	$1,152.55
Develop and maintain detailed project budget	2	4																		6	$1,622.10
Prepare, distribute and file written and electronic correspondence		2		3																5	$1,024.49
Sub contracts, monitor sub consultant activities, invoices		2		3															4	9	$1,365.97
SUBTOTAL	**5**	**28**	**6**	**16**	**3**				**4**	**10**									**8**	**80**	**$16,858.51**
TASK 200 - Roadway Design																					
200.2 Geometric Design																					
Preliminary Geometric Layout		1	1	4	4															10	$1,673.33
Preliminary 3D Corridor Model		1	2	10	12															25	$3,944.28
200.3 Roadway Design																					
Horizontal Geometry Design		1	1	5	4															11	$1,844.08
Vertical Geometry Design		1	2	8	10															21	$3,346.66
Prepare Plan & Profile Sheets		1		15	10									30						56	$7,342.17
200.4 Typical Sections																					
Existing Typcial Section		1		1.5	6									8						16.5	$2,145.73
Proposed Typical Section		1		2.5	7									6						16.5	$2,228.26
200.5 Cut and Fill Quantities																					
Refine Preliminary 3D Corridor		0.5		5	8															13.5	$2,006.29
Corridor Cross Section Sheets (Est. 50 Cross Sections @ 50-ft)		0.5		7	10									15						32.5	$4,226.01
Earthwork Calculations		1		6	10															17	$2,561.22
200.6 Plan Preparation																					
Title Sheet		1		2	4									2						9	$1,326.14
Index of Sheet		0.5		2	4									2						8.5	$1,198.08
General Notes Sheets		1	2	3	8									2						16	$2,453.07
Estimate & Quantity Sheets (E&Q)		1		3	6									2						12	$1,753.01
Alignment Data Sheets		1		2	4									4						11	$1,542.42
Demolition Sheets		0.5		2	5									5						12.5	$1,650.56
EPIC Sheet		1		1	5									2						9	$1,283.45
Design Standards and Detail Sheets		1	1	5	4									4						15	$2,276.64
Project QAQC	10	6	20										6							42	$9,783.82
200.7 Construction Schedule (60%, 90%, 100%)		1			8															9	$1,280.60
SUBTOTAL	**10**	**23**	**29**	**84**	**129**								**6**	**82**						**363**	**$55,865.81**
TASK 300 - Drainage Design																					
300.3 Hydrologic Studies																					
External Drainage Areas			1		6															7	$990.33
Internal Drainage Areas		1	2		12															15	$2,236.78
300.4 Complex Hydraulic Design & Documentation																					
Existing Storm System Design/Check		2	4		14															20	$3,192.96
300.5 Drainage Plan Preparations																					
External DA Map & Calc Sheets			1		2									4						7	$910.65
Internal DA Map & Calc Sheets			1		10									4						15	$1,935.13
Storm System Calc Sheets			2		2									2						6	$916.34
Drainage Plan & Profile & Calc Sheets			1		12									8						21	$2,623.81
Draiange Details & Standards			1		4									2						7	$950.49
Quantities			2		6															8	$1,212.30
300.6 QAQC	1	1	10										1							13	$2,911.23
SUBTOTAL	**1**	**4**	**25**		**68**								**1**	**20**						**119**	**$17,880.02**

TASK 400 - Traffic Design																				
400.1 Signing																				
Small Sign Details				1	1								1						3	$406.95
Summary of Small Signs		1		1	4								1						7	$1,047.25
Standards		1		1	1								1						4	$663.07
400.2 Pavement Marking																				
Pavement Markings & Signing Layouts		1		10	12								36						59	$7,393.38
Summary of Pavement Markings and Signing		1		2	4								2						9	$1,326.14
Standards				1	2								1						4	$535.01
400.3 Traffic Study			2	8	8														18	$2,834.42
400.4 Illumination																				
Continuous Illumination Layouts				6	14								16						36	$4,547.58
Voltage Drop Calculations		1		2	6														9	$1,365.98
Circuit Diagrams		1		1	2								1						5	$791.13
Electrical Service Summary/Service Coordination				4	1								1						6	$919.20
Photometric Analysis				8	8								10						26	$3,471.88
Illumination Standards				1	1								1						3	$406.95
400.5 QAQC	8	4	6																24	$5,566.38
SUBTOTAL	**8**	**10**	**8**	**46**	**64**								**71**						**213**	**$31,275.32**
TASK 500 - Traffic Control Design																				
500.1 Traffic Control Plan																				
Sequence of Work Layout				2	2								2						6	$813.90
Traffic Control Typical Sections & Plan Layouts		1	1	6	6								6						20	$2,919.79
Traffic Control Plan Standards				2	2								4						8	$1,030.18
Coordinate with State for TCP approval to SRT Meeting	2	1	1	2	2														8	$1,673.33
SUBTOTAL	**2**	**2**	**2**	**12**	**12**								**12**						**42**	**$6,437.20**
TASK 700 - Utility Management & Coordination																				
700.2 Utility Engineering and Coordination		1	2				7	25					10						45	$6,733.18
SUBTOTAL		**1**	**2**				**7**	**25**					**10**						**45**	**$6,733.18**
TASK 800 - Storm Water Pollution Prevention Plan																				
800.1 Develope SW3P Layouts				1	4								6						11	$1,331.83
800.2 Calculate and Tabulate Quantities		1	1	1	2								2						7	$1,121.24
SUBTOTAL		**1**	**1**	**2**	**6**								**8**						**18**	**$2,453.07**
TASK 900 - Environmental-Social, Economic, and Environmental Studies																				
900.1 Environmental Documentation Standards (included below)																			0	$0.00
900.2 Environmental Assessment (EA) Content and Format (OMIT)																			0	$0.00
900.3 Environmental Impact Statement (EIS) Content and Format (OMIT)																			0	$0.00
900.4 Environmental Re-evaluation Form (OMIT)																			0	$0.00
900.5 Environmental Technical Analyses and Documentation																			0	$0.00
A. Definition of technical analyses and documentation (included below)																			0	$0.00
B. Minimum Deliverables																			0	$0.00
C. Technical Analyses																			0	$0.00
1. Section 4(f) Evaluation (OMIT)																			0	$0.00
2. Section 6(f) Evaluation (OMIT)																			0	$0.00
3. Community Impacts Analysis Form									1	2	4	2						1	10	$1,462.74
4. Induced Growth Impact Analysis and Cumulative Impacts Analysis (OMIT)																			0	$0.00
5. Air Quality Studies (OMIT)																			0	$0.00
6. Noise Analysis Technical Reporting - (OMIT)																			0	$0.00
7. Water Resources Analysis and Documentation																			0	$0.00
a. Draft and Final Surface Water Analysis Form									1	2	8							1	12	$1,775.78
f. WOTUS Delineation Report									1	8	12	6						1	28	$4,080.88
g. Section 404/10 Impacts Table									1	2	4								7	$1,178.17
8. Biological/Natural Resources Management Analysis and Documentation																			0	$0.00
a. Draft and Final Species Analysis Form									1	2	16	6							25	$3,312.49
9. ISA with Hazardous Materials Project Impact Evaluation Report									1	2	16	4						1	24	$3,198.66
10. Archeological Documentation Services (Review & Coord w/ SWCA)																			0	$0.00
11. Historic Resource Identification, Evaluation, and Documentation Services (Review & Coord w/ SWCA)																			0	$0.00
12. Floodplain Impacts (include Floodplain Impacts Information in the Surface Water Analysis) (OMIT)																			0	$0.00
13. Stormwater Permits (Section 402 of the Clean Water Act) (OMIT)																			0	$0.00
14. EPIC Sheets										2									2	$398.42
																			0	$0.00
SUBTOTAL									**6**	**20**	**60**	**18**						**4**	**108**	**$15,407.14**

TASK 1100 - Public Involvement																				
1100.1 Support for Public Meeting (2)/Public Hearing (0)																			0	$0.00
Prepare materials for meetings with stakeholders/MAPOs																2	2		4	$654.54
Attend meetings with stakeholders/ MAPOs																4	4		8	$1,309.08
Prepare meeting notes from meetings with stakeholders/MAPOs																1	1	2	4	$498.01
Public Meeting Preparation (x2 events)									2	2						4	4	3	15	$2,541.32
Pre-Meetings (4 per "round" of events, 8 total)																2	2		4	$654.54
Attend Public Meeting/Hearing (2 total events)									1	1						2	2		6	$1,121.26
Prepare Public Meeting/Hearing Documentation									1	1						2	4	1	9	$1,462.75
SUBTOTAL									**4**	**4**						**17**	**19**	**3**	**50**	**$8,241.50**
90% DESIGN TOTALS	**26**	**69**	**73**	**160**	**282**		**7**	**25**	**14**	**34**	**60**	**18**	**13**	**203**		**17**	**19**	**3**	**1038**	**$161,151.75**
100% DESIGN PHASE																				
TASK 100 - Project Management & Administration																				
100.1 Contract Management and Administration																				
Coordination with the City/State		1	1	1	2														5	$904.96
Coordination with internal team and subconsultants	1	2	1	1															5	$1,203.77
Prepare monthly written progress reports		3		3					2	8								3	19	$3,665.42
Develop and maintain detailed project design schedule	1	1		1															3	$725.68
Develop and maintain detailed project budget	1	1		1															3	$725.68
Prepare, distribute and file written and electronic correspondence		1																	1	$256.12
Sub contracts, monitor sub consultant activities, invoices		1																2	3	$426.86
SUBTOTAL	**3**	**10**	**2**	**7**	**2**				**2**	**8**								**5**	**39**	**$7,908.49**
TASK 200 - Roadway Design																				
200.2 Geometric Design																				
Preliminary Geometric Layout				1	6														7	$939.11
Preliminary 3D Corridor Model																			0	$0.00
200.3 Roadway Design																				
Horizontal Geometry Design																			0	$0.00
Vertical Geometry Design																			0	$0.00
Prepare Plan & Profile Sheets				6	10									10					26	$3,386.50
200.4 Typical Sections																				
Existing Typcial Section				1	2									4					7	$859.43
Proposed Typical Section				1	6									4					11	$1,371.67
200.5 Cut and Fill Quantities																				
Refine Preliminary 3D Corridor				2	2														4	$597.62
Corridor Cross Section Sheets (Est. 50 Cross Sections @ 50-ft)				2	6									6					14	$1,758.70
Earthwork Calculations				4	2														6	$939.12
200.6 Plan Preparation																				
Title Sheet														2					2	$216.28
Index of Sheet														2					2	$216.28
General Notes Sheets				2	2									2					6	$813.90
Estimate & Quantity Sheets (E&Q)				2	2									2					6	$813.90
Alignment Data Sheets														2					2	$216.28
Demolition Sheets					2									2					4	$472.40
EPIC Sheet					2														2	$256.12
Design Standards and Detail Sheets			2	2	1									2					7	$1,129.78
Project QAQC	3	6	6										2						17	$4,038.17
200.7 Construction Schedule (60%, 90%, 100%)		2			4														6	$1,024.48
SUBTOTAL	**3**	**8**	**8**	**23**	**47**								**2**	**38**					**129**	**$19,049.74**
TASK 300 - Drainage Design																				
300.3 Hydrologic Studies																				
External Drainage Areas					1														1	$128.06
Internal Drainage Areas					1														1	$128.06
300.4 Complex Hydraulic Design & Documentation																				
Existing Storm System Design/Check					6														6	$768.36
300.5 Drainage Plan Preparations																				
External DA Map & Calc Sheets			1		1									1					3	$458.17
Internal DA Map & Calc Sheets			1		1									1					3	$458.17
Storm System Calc Sheets			2		2									1					5	$808.20
Drainage Plan & Profile & Calc Sheets			1		6									6					13	$1,639.17
Draiange Details & Standards			1		1									1					3	$458.17
Quantities			1		1														2	$350.03
300.6 QAQC	1	2	2										1						6	$1,391.59
SUBTOTAL	**1**	**2**	**9**		**20**								**1**	**10**					**43**	**$6,587.98**

TASK 400 - Traffic Design																				
400.1 Signing																				
Small Sign Details				1	2								1						4	$535.01
Summary of Small Signs				2	4								2						8	$1,070.02
Standards				1	1								1						3	$406.95
400.2 Pavement Marking																				
Pavement Markings & Signing Layouts				4	10								12						26	$3,261.28
Summary of Pavement Markings and Signing				2	2								2						6	$813.90
Standards				2	1								1						4	$577.70
400.3 Traffic Study																			0	$0.00
400.4 Illumination																				
Continuous Illumination Layouts				4	12								16						32	$3,949.96
Voltage Drop Calculations				1	1														2	$298.81
Circuit Diagrams				1	1								1						3	$406.95
Electrical Service Summary/Service Coordination				1	2								1						4	$535.01
Photometric Analysis					2								2						4	$472.40
Illumination Standards					1								1						2	$236.20
400.5 QAQC	4	5	2																13	$3,192.98
SUBTOTAL	**4**	**5**	**2**	**19**	**39**							**2**	**40**						**111**	**$15,757.17**
TASK 500 - Traffic Control Design																				
500.1 Traffic Control Plan																				
Sequence of Work Layout				1	1								1						3	$406.95
Traffic Control Typical Sections & Plan Layouts		1	1	1	2								2						7	$1,121.24
Traffic Control Plan Standards		1		1	1								1						4	$663.07
Coordinate with State for TCP approval to SRT Meeting																			0	$0.00
SUBTOTAL		**2**	**1**	**3**	**4**								**4**						**14**	**$2,191.26**
TASK 700 - Utility Management & Coordination																				
700.2 Utility Engineering and Coordination		1	2				2	4					4						13	$2,100.20
SUBTOTAL		**1**	**2**				**2**	**4**					**4**						**13**	**$2,100.20**
TASK 800 - Storm Water Pollution Prevention Plan																				
800.1 Develope SW3P Layouts				1	2								2						5	$643.15
800.2 Calculate and Tabulate Quantities		1	1	1	2								2						7	$1,121.24
SUBTOTAL		**1**	**1**	**2**	**4**								**4**						**12**	**$1,764.39**
TASK 900 - Environmental-Social, Economic, and Environmental Studies																				
900.1 Environmental Documentation Standards (included below)																			0	$0.00
900.2 Environmental Assessment (EA) Content and Format (OMIT)																			0	$0.00
900.3 Environmental Impact Statement (EIS) Content and Format (OMIT)																			0	$0.00
900.4 Environmental Re-evaluation Form (OMIT)																			0	$0.00
900.5 Environmental Technical Analyses and Documentation																			0	$0.00
A. Definition of technical analyses and documentation (included below)																			0	$0.00
B. Minimum Deliverables																			0	$0.00
C. Technical Analyses																			0	$0.00
1. Section 4(f) Evaluation (OMIT)																			0	$0.00
2. Section 6(f) Evaluation (OMIT)																			0	$0.00
3. Community Impacts Analysis Form									1										1	$267.51
4. Induced Growth Impact Analysis and Cumulative Impacts Analysis (OMIT)																			0	$0.00
5. Air Quality Studies (OMIT)																			0	$0.00
6. Noise Analysis Technical Reporting - (OMIT)																			0	$0.00
7. Water Resources Analysis and Documentation																			0	$0.00
a. Draft and Final Surface Water Analysis Form										1	4								5	$711.45
f. WOTUS Delineation Report										1	4	2							7	$910.65
g. Section 404/10 Impacts Table										1	4								5	$711.45
8. Biological/Natural Resources Management Analysis and Documentation																		2	2	$170.74
a. Draft and Final Species Analysis Form									1	2	6	2							11	$1,633.49
9. ISA with Hazardous Materials Project Impact Evaluation Report										2	4	2							8	$1,109.86
10. Archeological Documentation Services (Review & Coord w/ SWCA)																			0	$0.00
11. Historic Resource Identification, Evaluation, and Documentation Services (Review & Coord w/ SWCA)																			0	$0.00
12. Floodplain Impacts (include Floodplain Impacts Information in the Surface Water Analysis) (OMIT)																			0	$0.00
13. Stormwater Permits (Section 402 of the Clean Water Act) (OMIT)																			0	$0.00
14. EPIC Sheets										1	2								3	$455.33
																			0	$0.00
SUBTOTAL									**2**	**8**	**24**	**6**						**2**	**42**	**$5,970.48**

TASK 1100 - Public Involvement																					
																				0	$0.00
SUBTOTAL																					**$0.00**
100% DESIGN TOTALS	**11**	**29**	**25**	**54**	**116**		**2**	**4**	**4**	**16**	**24**	**6**	**5**	**100**					**7**	**403**	**$61,329.71**
BID PHASE & CONSTRUCTION PHASE SERVICES (SPECIFIED RATE)																					
TASK 1500 - Bid Phase Services & Construction Phase services																					
1500.1 Bid Phase Services																					
Prepare the Bid Proposal front end documents		4		12		8														24	$3,961.40
Prepare any addenda to drawings or specifications		4		12																16	$3,073.48
Attend the Pre-Bid Confrence		2		2																4	$853.74
Assist in responding to contractor questions		4		12																16	$3,073.48
Assist in evaluating bids received and provide recommendation		2		4																6	$1,195.24
SUBTOTAL		**16**		**42**		**8**														**66**	**$12,157.34**
1500.2 Construction Phase Services																					
Attend preconstruction meeting	2	2		2																6	$1,451.36
Review and approve Shop Drawings	2	6	8	16	28															60	$10,227.78
Respond to RFIs	2	10	20	28	40															100	$17,501.62
Attend Construction meetings (Weekly Meetings)	6	40		4																50	$12,720.66
Prepare Testing Frequency Schedule		1		2	20															23	$3,158.82
Prepare and Update Buy America Matrix		2		16	80															98	$13,489.04
As-Built Preparation	2	2		16	20															40	$6,403.06
Subtancial Completion Punch List	1	2		4																7	$1,494.05
Public Involvement Updates	1	4																		5	$1,323.29
SUBTOTAL	**16**	**69**	**28**	**88**	**188**															**389**	**$67,769.68**
SPECIFIED RATE TOTALS	**16**	**85**	**28**	**130**	**188**	**8**														**455**	**$79,927.02**
PROJECT TOTALS (CONSOR)	**89**	**306**	**247**	**606**	**1133**	**8**	**20**	**60**	**36**	**88**	**144**	**42**	**34**	**586**		**34**	**38**	**18**	**44**	**3533**	**$556,757.02**

CONSOR PROJECT TOTALS BY TASK																					
TASK 100 - Project Management & Administration	18	90	20	54	10				12	32									28	264	$55,345.08
TASK 200 - Roadway Design	29	78	82	278	462								16	256				12		1213	$184,541.25
TASK 300 - Drainage Design	4	14	85		256								4	72						435	$64,764.21
TASK 400 - Traffic Design	20	25	18	111	167								14	182						537	$78,307.81
TASK 500 - Traffic Control Design	2	6	4	27	32									32						103	$15,190.87
TASK 700 - Utility Management & Coordination		4	8				20	60						24						116	$17,917.20
TASK 800 - Storm Water Pollution Prevention Plan		4	2	6	18									20						50	$6,960.80
TASK 900 - Environmental-Social, Economic, and Environmental Studies									16	48	144	42							10	260	$37,319.78
TASK 1100 - Public Involvement									8	8						34	38	6	6	100	$16,483.00
TASK 1500 - Bid Phase Services & Construction Phase services	16	85	28	130	188	8														455	$79,927.02
PROJECT TOTALS (CONSOR)	**89**	**306**	**247**	**606**	**1133**	**8**	**20**	**60**	**36**	**88**	**144**	**42**	**34**	**586**		**34**	**38**	**18**	**44**	**3533**	**$556,757.02**

PROJECT: BUFFALO SOLDIER IMPROVEMENTS				
CONSOR Engineers, LLC.				
OTHER DIRECT EXPENSES				
Other Direct Expenses	**UNITS**	**UNITS**	**RATE**	**COST**
TASK 900 Environmental				
Lodging/Hotel Taxes/fees (City/State Tax Rate + Venue tax)	night	4	$20.00	$80.00
Meals (overnight stay required) (Excluding alcohol)	day	6	$59.00	$354.00
Rental Car (Tax/fees not included)	day	6	$90.00	$540.00
Rental Car Taxes/fees (Current State Tax Rate)	day	4	$30.00	$120.00
Rental Car Fuel (Current rate per gallon)	gallon	100	$3.89	$389.00
Air Travel (Round Trip)	each	2	$550.00	$1,100.00
Hazardous Materials Database Search	per search	0.5	$800.00	$400.00
GPS Rental Rate	day	4	$65.00	$260.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	1	$35.00	$35.00
Task 1100 Public Involvement				
8½"X11" B/W Paper Copies	each	200	$0.15	$30.00
11"X17" B/W Paper Copies	each	200	$0.25	$50.00
8½"X11" Color Paper Copies	each	200	$1.00	$200.00
11"X17" Color Paper Copies	each	200	$1.25	$250.00
Law Enforcement/Uniform Officer *(including vehicle)*	hour/officer	2	$150.00	$300.00
Newspaper Advertisement - Community Newspaper	per publication	4	$2,000.00	$8,000.00
Audio - Equipment Rental	event	1	$500.00	$500.00
Audio - Visual Equipment Rental	event	1	$600.00	$600.00
Sound Technician for Public Involvement	event	1	$450.00	$450.00
Court Reporter	page	20	$20.00	$400.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	1	$1,000.00	$1,000.00
Custodian for Public Involvement	hour/custodian	2	$50.00	$100.00
Public Involvement Facility Rental	event	2	$1,000.00	$2,000.00
Public Notices - Mass Mailing (500 pieces)	per mailing	1	$500.00	$500.00
Signage/Displays	each	1	$5,000.00	$5,000.00
CADD Plotting Roll Map (B&W, Unmounted)	linear foot	200	$1.30	$260.00
Nametags (25)	each	1	$15.00	$15.00
PS&E PREPARATION				
8½"X11" B/W Paper Copies	each	1000	$0.15	$150.00
11"X17" B/W Paper Copies	each	1000	$0.25	$250.00
			TOTAL	**$23,761.00**

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"Architect and Engineering Services for the Buffalo Soldier Street Improvements Project"** 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 Buffalo Soldier Street Improvements Project"** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$685,844.02** 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

Preliminary Engineering-Design Report Submittal	**$116,657.91**
60% Plan Submittal	**$217,129.63**
95% Plan Submittal	**$187,824.50**
100% Plan Submittal	**$72,444.96**
Bid Phase Services	**$ 13,827.34**
Construction Phase Services	**$ 77,959.68**
Grand Total	**$685.844.02**

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/21/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA LLC.
1225 17TH STREET, SUITE 1300
DENVER, CO 80202-5534

CN144764051-XS-GAUWP-24-25 D25095 7TX.00

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : N/A	N/A
INSURER C : National Fire Insurance Company	20478
INSURER D : Axis Surplus Insurance Company	26620
INSURER E : Travelers Property Casualty Company of America	25674
INSURER F : The Continental Insurance Company	35289

INSURED
Consor Holdings, LLC
and all Subsidiaries
6505 Waterford District Drive, Suite 470
Miami, FL 33126

COVERAGES **CERTIFICATE NUMBER:** SEA-004056903-04 **REVISION NUMBER:** 9

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		7095110478	12/31/2024	12/31/2025	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 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		7095132738	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
F	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			8018283485	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7095135476 (AOS) 7095140595 (CA)	12/31/2024 12/31/2024	12/31/2025 12/31/2025	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
D	Prof & Environmental Liability			EBZ634816/01/2024	12/31/2024	12/31/2025	Per Claim/Aggregate		10,000,000
E	Excess Liabilty			EX-A1241010-24-NF	12/31/2024	12/31/2025	Occurrence/Aggregate		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Consor Project No. D250957TX.00; City of El Paso Solicitation #2024-0198R, Engineering and Design Services for the Buffalo Soldier Improvements Project. City of El Paso is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

City of El Paso
218 N Campbell St, 2nd Floor
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
of Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

File #: 25-1249, **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

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.

A Resolution that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and WSP USA Inc., a New York, USA, foreign for-profit in corporation authorized transact business in Texas, for a project known as "Architect and Engineering Services for the Sunland Park Shared Use Path Project" for an amount not to exceed $799,621.05; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $899,621.05; 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

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Yvette Hernandez, City Engineer **PHONE NUMBER:** 915-212-0065

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

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

SUBGOAL: N/A

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and WSP USA Inc., a New York, USA, foreign for-profit in corporation authorized transact business in Texas, for a project known as "Architect and Engineering Services for the Sunland Park Shared Use Path Project" for an amount not to exceed $799,621.05; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $899,621.05; 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 purpose of this solicitation is to obtain architectural and engineering services for the design of the Share Use Path on Sunland Park Dr. from Cadiz Street to SH20/Mesa Street. The proposed improvements include pedestrian illumination, storm water, parkway, and pedestrian crossing improvements, street signals if applicable, ADA compliant sidewalks, driveways and ADA ramps, landscaping, bicycle facilities, and pedestrian amenities.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

$799,621.05 - Capital Projects - TxDot / 4450 State Infrastructure Bank Loan (SBI)

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)

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 **WSP USA Inc.** a New York, USA, foreign for-profit in corporation authorized transact business in Texas, for a project known as "2025-0344R Architect and Engineering Services for the Sunland Park Shared Use Path Project" for an amount not to exceed $799,621.05; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of $899,621.05; 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 5725 | Tran #619788 | CID
2025-0344R A&E Services for the Sunland Park Shared Use Path Project
RAB

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORESHEET SUMMARY

SOLICITATION #2025-0344R
AE SERVICES FOR THE SUNLAND PARK SHARED USE PATH PROJECT

CONSULTANT	AECOM	BARTLETT WEST	BROCK BUSTILLOS	CEA	GRV	HUITT ZOLLARS	MORENO CARDENAS	ROOT	WSP
Rater 1	78	85	75	84	90	81	88	9	88
Rater 2	81	74	58	62	62	80	56	4	81
Rater 3	65	66	59	64	64	64	60	23	64
Total Rater Scores	**224**	**225**	**192**	**210**	**216**	**225**	**204**	**36**	**233**
References	7.66	3.2	7.77	8.03	7.55	7.27	7.56	0	6.7
Overall Score:	**231.7**	**228.2**	**199.8**	**218.0**	**223.6**	**232.3**	**211.6**	**36.0**	**239.7**
	3	4	8	6	5	2	7	9	1

Rankings	Consultant
1	WSP
2	HUITT ZOLLARS
3	AECOM

Rankings	Consultant
4	BARTLETT WEST
5	GRV
6	CEA

Rankings	Consultant
7	MORENO CARDENAS
8	BROCK BUSTILLOS
9	ROOT

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 WSP USA Inc., a New York, USA, Foreign For-Profit Corporation Authorized to Transact Business in Texas professional limited liability company, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **"2025-0344R AE Services for the Sunland Park Shared Use Path Project"** 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 **$799,621.05** 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 **$6,500,000.00**, 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:	WSP USA INC. Attn: Ioannis Tassoulas 1601 South Mopac Expwy, Suite 325D Austin, Texas, 78746

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:

By: _____
Name: Arash Saeedi
Title: Local Business manager

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this 23rd day of September, 2025 by Arash Saeedi , on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

10-15-2025

HAROLD WESLEY DOUGLAS
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 133388280-0
MY COMM. EXP. 10-15-2025

ATTACHMENT "A"
SCOPE OF SERVICES

EXHIBIT A
SERVICES TO BE PROVIDED BY THE ENGINEER

Project Summary:
The Sunland Park Shared Use Path Project (Solicitation #2025-0344R) is approximately 0.75 miles from Cadiz St to Mesa St. This project will consist of completing a gap in the current pedestrian/bicycle path by adding a Shared Use Path (SUP) on top of the existing Playa Drain adjacent to Sunland Park Dr. Improvements will also include illumination, drainage improvements (including to Thunderbird Pond), and landscaping.

Professional services provided by WSP USA (The Engineer) will include the preparation of plans, specifications, and estimates (PS&E) and related documents. These services will generally include environmental design, surveying, development of roadway/path geometry, drainage study for the Playa Drain that includes any impacts to the existing channel, geotechnical investigation, Subsurface Utility Engineering (SUE) investigation, utility coordination, illumination, and support of bidding/construction phases.

Investigation:
The Engineer is responsible for meeting with stakeholders to obtain all necessary design standards and specifications such as the City's adopted Street Design Manual, Comprehensive Plan, Major Thoroughfare Plan, Bike Plan, Design Standards for Construction and Grading, Complete Streets Policy, CID Drawings guidelines, TxDOT standards among others.

Design:
Design shall meet all City and TxDOT requirements for the project and shall be performed in phases as presented in the solicitation.

The Engineer is responsible for submitting a turnkey design product. The Engineer shall be responsible for providing State of Texas licensed designers required by the State to perform this type of project design. The Engineer shall follow the City's design specifications and procedures for the development of this project and comply with all laws, regulations and policies set by the City of El Paso and TxDOT. In addition, the Engineer shall be responsible for necessary TDLR fees and registration.

Aside from complying with local building codes, the Engineer shall comply, at a minimum, with the City of El Paso Design Standards for Construction and Grading Ordinance, City of El Paso Design and Construction Standards for Park Facilities, City of El Paso Capital Improvement Department Drawing Guidelines, National Association of City Transportation Officials Urban Bikeway Design and Urban Street Design Guide. The Engineer is charged with ensuring the project design is in compliance with all federal, state, and local regulations and ordinances. Early in the design the Engineer shall coordinate the selection of materials and equipment with the City support departments.

TASK 100 Project Management & Administration

100.1 Contract Management & Administration

The Engineer shall:

A. Perform all work in accordance with the City's latest practices, criteria, specifications,

policies, and procedures.

B. Act as an agent for the City when specified in this work authorization.
C. Notify the City of its schedule, in advance, for all field activities.
D. Prepare monthly written progress reports.
E. Develop and maintain a detailed project schedule to track project conformance for the project. The schedule submittals shall be hard copy and electronic format.
F. Meet on a scheduled basis with the City to review project progress.
G. Prepare, distribute, and file both written and electronic correspondence.
H. Document phone calls and conference calls as required during the project to coordinate the work for various team members.
I. Coordinate with internal team including on a regular basis (including subs)

TASK 200 Roadway Design

200.1 Preliminary Engineering; Feasibility Studies:

The Engineer shall prepare a pre-design report and wait for approval from the City prior to commencing the PS&E phase of the project for a design that consists of replacing the existing channel with box culverts with the proposed SUP on top. The report shall contain but not limited to a preliminary horizontal and vertical alignment, design criteria summary, a proposed roadway typical section, recommended resurfacing/reconstruction limits based on geotechnical information, pavement structures, ADA inventory, safety enhancements, and an opinion of cost for construction of the project.

200.2 Geometric Design:

The engineer shall provide geometric layouts and a 3D corridor model in Open Road Designer.

200.3 Roadway Design:

The engineer shall design horizontal and vertical alignments for the roadway along with plan and profile sheets showing said design in compliance with design specifications.

200.4 Typical Sections:

The engineer shall provide existing and proposed typical sections reflecting pavement design, proposed grade line for construction, existing and proposed ROW where applicable, curb and gutter elements.

200.5 Cut and Fill Quantities:

The engineer shall design a 3D model of proposed improvements in order to generate cross sectional areas every 50ft along the proposed improvements in order to calculate earthwork required for proposed improvements. Cross sectional sheets shall be included with the 60%, 100%, updated 100% and bid phase design milestones. Cross sections will be submitted for contractors' information only.

200.6 Plan Preparation:

The engineer shall develop plan sheets which shall contain but not limited to a title sheet, index of sheet, general notes sheets, estimate and quantity sheets, alignment data, removal sheets, EPIC sheet, design standards and detail sheets for submittal packages milestones 60%, 95%, 100%, and RTL design phases.

200.7 Construction Schedule:
The Engineer shall meet with City of El Paso Project Manager and Construction Manager to determine the construction schedule. The schedule shall take into account the lead delivery time of equipment. The meeting shall be held after pre-final plans are submitted but before Final Design Notice to proceed is issued. The information will allow Engineer to prepare a current market cost estimate at the final design phase submittal.

TASK 300 Drainage Design:
Refer to Omega Engineers Attachment
If it is determined the option presented in the Pre-Design report is not feasible due to hydraulic constraints, a separate scope and fee would be required.

TASK 400 Traffic Design

400.1 Signing:
The Engineer shall prepare drawings, specifications, and details for all signs in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and permanent signing strategies and placement of signs outside contract limits. The Engineer shall:

A. Prepare small sign layouts, quantity summary, and summary of small signs to be removed, relocated, replaced, and installed.
B. Illustrate and number the proposed signs on plan sheets.
C. Include City of El Paso or TxDOT Standards and Details for overall signing strategies and placement of signs, including miscellaneous details that have been approved for use.
D. Prepare and provide specifications and details for signs.

400.2 Pavement Markings:
The Engineer shall prepare drawings, specifications, and details for all pavement markings and channelization devices in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The Engineer shall coordinate with the City (and other Engineers as required) for overall temporary, interim, and permanent pavement marking strategies.

A. The Engineer shall detail permanent pavement markings and channelization devices on plan sheets.
B. The Engineer shall select pavement markings from the latest City of El Paso and TxDOT standards.
D. The Engineer shall provide the following information on pavement marking layouts:

1. Shared-Use Path layout.
2. Center line with station numbering.
3. Culverts and other structures that present a hazard to traffic.
4. Location of utilities.
5. Existing signs to remain, to be removed, to be relocated and/or replaced.
6. Proposed signs (illustrated, numbered and size).
7. Proposed markings (illustrated and quantified) which include pavement markings, object markings, and delineation.
8. Quantities of existing pavement markings to be removed.

9. Proposed delineators, object markers, and mailboxes.
10. Right-of-way limits.
11. Direction of traffic flow on shared-use path.

400.3 Illumination Design

The illumination work for this project is limited to the Shared Use Path from Cadiz St to N Mesa St and includes city-approved illuminated solar bollards or other solar powered lights. The Engineer shall collaborate with the City to determine and obtain approval for the solar lights selection. Existing illumination within the project limits shall not be incorporated into the proposed design. Illumination element details including any structure-mounted details shall be included in the plans. The Engineer shall prepare the associated specifications and provisions.

The Engineer shall design and provide the following:

2. General notes and Specification data
a. Update Special Specifications and Special Provisions.
    a. Assuming that the city already has a preferred illumination bollard design.
a. List of all bid items and quantities
4. Illumination layout (to be included in roadway plan sheets)
f. Miscellaneous Illumination Details (95%, & Final Submittal)

<u>TASK 500 Traffic Control Design</u>

500.1 Traffic and Pedestrian Control Plan:

A detailed TCP shall be developed in accordance with Revision 2 or the 2011 edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). The Engineer is to implement the current Barricade and Construction (BC) standards as applicable. The Engineer shall interface and coordinate phases of work, including the TCP, with adjacent Engineers.

a) The Engineer shall provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flag-person, signals, etc.). The Engineer shall show temporary detours required to maintain lane continuity throughout the construction phasing. If temporary retaining walls are required, show the limits on the applicable TCP.
b) The Engineer shall assist the City in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists and neighborhoods.
c) Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the City in the event existing access must be eliminated and must receive approval from the City prior to any elimination of existing access.
d) Design temporary drainage to replace existing drainage disturbed by construction activities as needed.
e) Prepare each TCP in coordination with the City. The TCP shall include interim signing for every phase of construction. Interim signing shall include regulatory, warning, construction, route, and guide signs.

f) Maintain continuous access to abutting properties during all phases of the TCP.
g) Make reasonable efforts to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the City in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.
h) Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.
i) Include the work limits, the location of channelizing devices, positive barriers, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

TASK 600 Surveying
Refer to Barragan & Associates Attachment

TASK 700 Utility Management & Coordination
Refer to CONSOR Engineers Attachment

TASK 800 Storm Water Pollution Prevention Plan (SW3P)
Refer to Omega Engineers Attachment

TASK 900 Geotechnical Data Collection
Refer to WSP USA Geotechnical Attachment

TASK 1000 Public Involvement

1000.1 Public Meeting

The Engineer will supply bilingual public meeting materials for one (1) public open house meeting. Materials will include a presentation and up to 8 display boards.

1000.2 Project Coordination Meetings

The Engineer shall coordinate and participate in meetings necessary for effective project delivery. This includes coordination with the City of El Paso and internal WSP teams. Meetings may be held virtually or in-person and will support schedule tracking, alignment on deliverables, and timely issue resolution. The Engineer will prepare agendas/minutes, facilitate discussions, and follow up on key action items as needed.

Assumptions:

A. The City will host and coordinate one in-person public meeting with a virtual option if the City deems it necessary.
C. City of El Paso will provide security for the public meeting, if deemed necessary.
D. Local WSP staff will attend the public meeting in person to provide public meeting support. Other WSP staff will attend the meeting virtually, if deemed necessary.
E. Mileage and per diem expenses will be covered as needed, within the total project budget.
F. City of El Paso staff will only conduct one (1) round of proposed edits for the public meeting

project materials.

G. City staff will only conduct one (1) round of proposed edits for the public meeting presentation and display boards.
G. If a project-specific public hearing is required, a separate scope and fee would be required.

TASK 1100 ADA Compliance & Requirements
Refer to Development Associates of Texas Attachment

TASK 1200 Bid Phase Services
1200.1 Bid Phase Services

The Engineer shall submit the following for bidding:

A. Full and complete sealed set of drawings both in hard copy and electronic format
B. Full and complete sealed set of technical specifications (latest TxDOT specifications) both in hard copy and electronic format
C. Detailed scope of work both in hard copy and electronic format
D. Detailed unit price bid proposal form, both in hard copy and electronic format
E. Detailed real world value cost estimate in hard copy

During the bidding process, the Engineer 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 to be advertised as a unit price contract.

TASK 1300 Bid & Construction Phase Services
1300.1 Construction Phase Services

During the construction phase, the Engineer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

A. Responding to all questions from the contractor (requests for information, RFIs)
B. Providing advice and recommendation to the Owner
C. Reviewing contractor technical submittals
D. Participate in “punch list” inspection and provide punch list to the Owner
E. Produce and provide a set of reproducible (11”x17”) and electronic “as-built” drawings
F. Attend the weekly construction meeting, to be scheduled by the City Project Manager

Upon request, The Engineer shall provide the following:

A. Respond to Requests for Information (RFIs) within three (3) business days
B. Conduct project site visits and produce a project observations report within three (3) business days of the project site visit.
C. Review and approve contractor submittals and shop drawings within three (3) business days at a maximum, or within a schedule previously agreed to and established by the City Project Manager
D. Participate in punch list inspections as scheduled by the City Project Manager
E. Prepare schedule of materials testing frequency based on the proposed bid items

If ProCore services are requested, a separate scope and fee would be required.

TASK 1400 Subsurface Utility Engineering
Refer to Cobb Fendley & Associates Attachment

TASK 1600 Environmental Permitting/Planning
1600.1 ECOS Scoping
The Engineer shall work with the City and TxDOT to scope the project in TxDOT's Environmental Compliance Oversight System (ECOS).

1600.2 Work Plan Development (WPD) Forms
The Engineer shall provide a project description and necessary responses to the WPD to allow TxDOT to complete the WPD in ECOS for the project.

1600.4 Draft & Final Updated Species Analysis Documentation
The Engineer shall perform desktop and field analysis to support preparation of TxDOT ENV's Species Analysis Spreadsheet and Species Analysis form. The Engineer shall download the current version of TxDOT ENV's Species Analysis Spreadsheet and Species Analysis form from ENV's online toolkit. The Engineer shall prepare TxDOT ENV's Species Analysis Spreadsheet and Species Analysis form in accordance with TxDOT ENV's Environmental Guide Volume 2 Activity Instructions from TxDOT ENV's online toolkit.

1600.5 Archeological Background Study
Refer to ERG Attachment. The Engineer shall perform oversight of the development of the draft and final Archeological Background Study.

1600.6 Texas Antiquities Permit Application
Refer to ERG Attachment. The Engineer shall perform oversight of the development of the draft and final Texas Antiquities Permit Application.

1600.6 Archeological Survey Report
Refer to ERG Attachment. The Engineer shall perform an oversight of the development of the draft and final Archeological Survey Report.

1600.7 Draft & Final Community Impacts Assessment Technical Report Form
The Engineer shall provide a draft and final community impacts assessment technical report form. The Engineer shall download the current version of TxDOT ENV's community impacts assessment technical report form from ENV's online toolkit.

1600.9 Historic Resources Project Coordination Request Form
The Engineer shall perform oversight of the development of the draft and final Historic Resources Project Coordination Request Form.

1600.10 Section 4(f) *de minimis*/Chapter 26 Evaluation
It is assumed that no impacts will occur on historic properties that fall within Section 4(f) of the Department of Transportation Act and Chapter 26 of the Parks and Wildlife Code. If section 4(f) of the Department of Transportation Act and/or Chapter 26 impacts are determined, a separate scope and fee would be required.

1600.13 Draft & Final Surface Water Analysis Form

The Engineer shall download and use the latest version of TxDOT ENV's Form: Surface Water Analysis from the TxDOT Environmental Compliance Toolkits website. The task may include a single site visit to the proposed project area to identify site conditions, if needed, to effectively complete the surface water analysis form. The draft and final deliverables will include identification of sources for supporting documentation on the surface water analysis form for the following resource disciplines: Section 404 of the Clean Water Act, Section 303(d) of the Clean Water Act, General Bridge Act/Section 9 of the Rivers and Harbors Act, Section 10 of the Rivers and Harbors Act, Section 401 of the Clean Water Act, Executive Order 11990 Protection of Wetlands, and Executive Order 11988 Floodplain Management, as applicable.

The Engineer shall provide a draft and final surface water analysis form, including identification of sources for supporting documentation.

1600.17 Maintain Project File

The Engineer shall maintain the project file including all draft and final documents in native formats.

TASK 1700 Structural Design

Structural design for drainage structures follow requirements of AASHTO LRFD Bridge Design Specification and TxDOT Bridge Design Manual – LRFD. Design details are developed in Bentley Open Roads Designer with construction plans printed on 11"x17" sheets in .pdf format. Construction details, quantities, and units of measure adhere to TxDOT Standard Specifications for Construction and Maintenance of Highway, Street, and Bridges. TxDOT Standard Details are used where applicable.

The SUP is assumed to be on fill over concrete culverts and **not** on a dedicated support structure/bridge with columns, beams, or decks. Also, it is assumed grading is achieved with sloped embankments such that retaining walls are not required. Culvert Layouts and details are included in Scope for TASK 300 Drainage Design. However, non-standard drainage structure design is included under this TASK. If the fill over concrete culvert option is deemed infeasible, a separate scope and fee would be required to design alternative structures.

1700.1 Preliminary Design:

A. Develop existing structures in CAD models following as-built plans and survey.

1700.2 Drainage Structures

A. Design and develop details for non-standard culvert connections (up to two (2) different configurations).
B. Desing and develop details for drainage inlet (one (1) type).
C. Design and develop details for a splitter box (one (1) type) in detention pond located at NW corner of N Mesa St and Shadow Mountain Dr.
D. Calculate Estimated Quantifies and include on detail sheet.

1700.3 Other PS&E Deliverables

C. Identify and develop Special Specifications that may be required for structural conditions where Standard Specifications are not available.
D. Develop Construction Cost Estimate for structures.

TASK 1800 Landscape Architectural Design

Landscape Architectural design of the Shared Use Path (SUP) corridor, shall include conceptual path layout, landscape planting design for vegetative shade, screening, buffering and aesthetics, landscape planting and associated grading design for stormwater quantity and quality control and support of vegetation health, aesthetic design and detailing of walls and pavements, and aesthetic design selection and detailing of site furnishings, solar bollards, railings, signage, and fencing as required. Design of SUP landscape features will follow requirements of the City of El Paso, AASHTO LRFD Guide Specification for the Design of Pedestrian Landscapes, and AASHTO Guide for Bicycle Facilities. Design plans and details are developed using Bentley Open Roads Designer software with construction drawings printed on 11”x17” sheets in .pdf format. Construction details, quantities, and units of measure adhere to TxDOT Standard Specifications for Construction and Maintenance of Highway, Street, and Landscapes. TxDOT Standard Details are used where applicable.

1800.1 Data Collection:

A. Review the City of El Paso Landscape Ordinance, Sections 18.46 and 18.47 for applicable landscape and irrigation requirements. Meet with the City of El Paso officials to confirm applicable ordinance requirements.

B. Coordinate with City of El Paso officials and other stakeholders to select desired features, furnishings, amenities, and aesthetics for the SUP corridor. Obtain as-built plans of existing projects and structures within and adjacent to the SUP corridor. Obtain as-built drawings of existing site projects within the community that contain examples of desired reference furnishings, or aesthetic detailing for the SUP corridor and review as-built plans.

C. Coordinate with the Civil and Survey team to incorporate survey into site and landscape plans and review for accuracy relative to comparison with site investigation and as-built plans.

D. Coordinate with the design team to review survey, plan and photo documentation to confirm existing conditions, safety concerns, project constraints, adjacent SUP access opportunities, views, and privacy screening needs related to potential SUP alignment alternatives.

E. Coordinate with the Civil team to review existing stormwater and utility types, layout, structures, and locations.

F. Coordinate with Geotechnical team to identify soil types, depths, and percolation capacity, related to ability to support viability of plantings and provide an adequate pavement base. Review geotechnical data and reports to incorporate recommendations into landscape and pavement designs.

G. Coordinate with the Drainage team for vegetated swale detention and stormwater filtering opportunities, and planter underdrain connections.

1800.2 Conceptual Design:

A. Prepare conceptual SUP alignment base plan drawing with current survey and as-built plan information.

B. Research and prepare conceptual plant palette.

C. Provide images for City selection of proposed materials and products for retaining walls, screen walls, decorative fencing, guardrails and SUP identification signage.

D. Provide a conceptual SUP alignment plan with proposed landscape development, structures, walls, fencing, site furnishings, and illumination.

E. Incorporate City of El Paso accepted design preferences provided by City of El Paso residents, officials and stakeholder comments into the preliminary design.

1800.3 Landscape Design:

A. Prepare a detailed landscape planting design.

B. Prepare landscape planting plans and enlarged planting plans.

C. Prepare project plant palette for all site conditions.

D. Coordinate planting design with Irrigation design team.

E. Coordinate landscape and SUP light fixture locations with the Illumination design team.

F. Prepare landscape and plant installation design detail sheets.

G. Prepare landscape planting installation, establishment, and maintenance notes and schedules.

H. Address City of El Paso officials and stakeholder comments and revise construction documents for permits and bidding.

TASK 1900 Irrigation

Refer to Sites Southwest Attachment

Planning:
The Engineer shall present design to City of El Paso Bicycle Advisory Committee. The Engineer shall comply with requirements set by the Capital Improvement Department Planning Division and TxDOT. Sole sourcing will not be allowed. The Engineer shall prepare both design and performance specifications.

Design Analysis:
The Engineer shall perform design analysis for the project to ensure public safety. Furthermore, all design analysis must comply with all applicable City, County, State, and Federal laws and regulations.

Technical Specifications:
The Engineer shall prepare and provide technical specifications. The specifications shall be based on the latest TxDOT specifications. No sole sourcing shall be allowed. All specifications must include the type of materials listed in the construction drawings, placement method and quality control, and quality assurance testing. The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats. The Engineer shall provide both design and performance specifications. Sole sourcing will not be allowed. Engineer to coordinate with directed furniture and equipment vendors to develop performance specifications.

Building Permits, Special Permits, and Other Land Use Permits:
The Engineer shall be responsible for complying with all local, state, and federal building codes.

The Engineer shall be responsible for submitting required sets to City of El Paso Development Department for review and approval during final design phase period. The Engineer shall be responsible for obtaining approval from the City of El Paso Planning and Inspections Department before the construction documents are submitted for bid advertisement. The Engineer is responsible for follow-up review and approval process with the City of El Paso Planning and Inspections Department. After approval the Engineer will pick up approved plans and store them in a safe place. The Engineer shall not be responsible for pulling permits. The pulling of permits shall be the responsibility of the contractor. The City of El Paso Planning and Inspections Department shall be responsible for reviewing grading and drainage, storm water pollution prevention plan, electrical, structural, mechanical, plumbing permit requirements when applicable.

The Engineer shall be responsible when applicable for the preparation of all documents that include but are not limited to; site plans, elevations, floor layouts, and applications for permits, special permits, zoning changes, and land use permits. The Engineer shall represent the City of El Paso to make presentations, answer questions at the City of El Paso Bicycle Advisory Committee meetings and City Council meetings.

It is assumed that the design will focus on existing public ROW and no rezoning, or land acquisition is currently planned. Permit fees are not included, and it is anticipated that fees will be covered by the contractor or waived by the City.

PRODUCTS REQUIRED:
Drawings and Specifications:

Pre-Design Report (30%)
The firm shall prepare a Pre-Design Analysis Engineering Report to include the following:

- Evaluate existing ROW and expected ROW acquisition if any
- Develop typical sections
- Pavement design based on geotechnical recommendation
- Identify possible utility conflicts
- Identify possible additional conflicts with proposed improvements
- Provide construction estimate of proposed improvements
- Evaluate other bicycle and pedestrian improvements
- Provide draft TCP narrative

Public Involvement:
- Fact Sheet
- Presentation (1 per meeting)
- Display Boards (up to 8)

60% Design:
The firm shall submit the following pre-final design phase submittal, as applicable:

- Coversheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Illumination Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Outline of Specs (100% complete)
- Landscape plan (90% complete)
- Typical Landscape details (90%)
- Irrigation Layout (75% complete)
- General Notes
- Engineer's Estimate
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Redlines showing quality control
- Utility Status and coordination report
- Signage and striping Details (60% complete)
- TxDOT Form 1002
- TxDOT Form 2443
- TxDOT Form 2229

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

95% Design:
The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)
- Quantity Summary Sheet (100% complete)
- Electrical plan and details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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)
- Irrigation Layout (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report
- Signage and striping Details (100% complete)

If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

100% Design:
The firm shall submit, at a minimum, the following final design phase submittal, as applicable:

- Cover Sheet (100% complete)

- Quantity Summary Sheet (100% complete)
- Electrical plan and details (100% complete)
- Horizontal Control Plan (100% complete)
- Demolition 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)
- Irrigation Layout (100% complete)
- Outline of Specifications (100% complete)
- List of Governing Specs (100% complete)
- General Notes
- Engineer's Estimate
- 60% complete action items report and complete review comment forms
- Contract time determination
- Certifications (ROW, Utilities, etc.)
- Temporary Road Closure Request
- Construction Speed Zone Request
- TDLR Registration Form
- Performance end date
- Redlines showing quality control
- Utility status and coordination report
- Signage and striping Details (100% complete)

The consultant shall re-submit the 95% documentation with City and TxDOT's comments addressed. If the City considers the submittal as not compliant to the above-required completion percentages, the provider must resubmit as per the above-mentioned requirements. Additional forms might be required as requested by the City.

Ready to Let (RTL) Design, Ready to Bid:
The firm shall re-submit the 100% documentation with City comments addressed.

Bidding and Construction:

The firm shall provide constructability, ability to bid, and operability reviews on proposed construction projects. The review will cover such items as detail and cut omissions and inconsistencies between plans and specifications, vague or ambiguous notes and references, and lack of coordination between drawings of all disciplines involved in the project.

The firm shall submit the following for bidding both in hard copy and in electronic format:

- Full and complete sealed set of drawings
- Full and complete sealed set of technical specifications and list of governing specs both in hard copy and electronic format
- Detailed scope of work both in hard copy and electronic format
- Detailed unit price bid proposal form, both in hard copy and electronic format
- Detailed real-world value cost estimate
- Construction time determination schedule

During the bidding process, the firm shall respond to all questions from prospective bidders, attend a pre-bid conference, and if required prepare addendums. After bid opening, the firm shall provide all documentation required for State concurrence, these items include:

- Engineer's Cost Estimate line-item review
- Engineer's Bid Tab review and recommendation letter

During the construction phase, the firm shall assist the City, on a time and materials basis, with but not limited to the following items:

- Responding to all questions from the contractor (requests for information, RFIs)
- Providing advice and recommendation to the Owner and other technical engineering functions and analysis as may be required by the City
- Reviewing contractor technical submittals
- Provide architectural supplemental information (ASIs)
- Attend construction project's meetings
- Provide final report of RAS Inspection
- Participate in "punch list" inspection and provide punch list to Owner
- Produce and provide a set of reproducible (11"x17") "as-built" drawings of new construction in electronic format or hard copy if requested

Construction Observation:
The firm shall provide the following and upon request:

- Designate and assign a project representative, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Attend the weekly construction meetings as requested, to be scheduled by the City Project Manager. Other periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firm shall be required to attend and participate in all design conferences pertinent to the work being performed.
- Respond to Requests for Information (RFIs) within three (3) business days
- Conduct project site visits and produce a project observations report within three (3) business days of the project site visit as requested by the Project Manager.
- Review and approve contractor shop drawings and material submittals and make recommendations within three (3) business days at a maximum or within a schedule previously agreed established by the City Project Manager and with the final approval by the

City.

- Prepare cost estimates for street improvements, and other project estimates as requested when the contractor submits a change order.
- Provide as-built drawings of new construction.
- Provide other civil engineering functions and analysis as may be required by the City as unforeseen or unknown conditions may occur.
- Participate in punch list inspections as scheduled by the City Project Manager
- Provide a letter at the end of the construction to certify that the project was constructed according to project requirements, plans, and specifications.

PROJECT SCHEDULE:

The consultant shall submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule shall include preliminary design, pre-final design, final design, updated final design and bid phase follows:

- Pre-Design Report (upon receipt of survey/SUE): 60 consecutive calendar days
- Pre-Final Design Phase (60%): 75 consecutive calendar days
- Final Design Phase (95%): 60 consecutive calendar days
- Updated Final Design Phase (Updated 100%, Ready to Let): 30 consecutive calendar days
- Bid Phase (Ready to Bid, Signed and Sealed): 15 consecutive calendar days

The City of El Paso, Texas Department of Transportation (TxDOT) and third-party reviews are not included in this schedule.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Sunland Park SUP

LUMP SUM

TASKS	Description	Prime Provider: WSP USA, Inc.	Subprovider: Omega Engineers	Subprovider: Barragan & Associates	Subprovider: CONSOR Engineers	Subprovider: Development Associates of Texas	Subprovider: ERG	Subprovider: Cobb Fendley & Associates	Subprovider: Sites Southwest	TOTAL
100	Project Management & Administration	$45,334.06								$45,334.06
200	Roadway Design	$151,906.00								$151,906.00
300	Drainage Design		$184,877.07							$184,877.07
400	Traffic Design	$26,147.87								$26,147.87
500	Traffic Control Design	$6,983.30								$6,983.30
600	Surveying			$28,620.00						$28,620.00
700	Utility Management & Coordination				$26,711.00					$26,711.00
900	Geotechnical Data Collection	$11,720.00								$11,720.00
1000	Public Involvement	$14,301.87								$14,301.87
1100	ADA Compliance & Requirements					$3,850.00				$3,850.00
1400	Subsurface Utility Engineering							$35,750.00		$35,750.00
1600	Environmental Permitting/Planning	$41,206.17					$8,288.52			$49,494.69
1700	Structural Design	$55,380.14								$55,380.14
1800	Landscape Architectural Design	$44,089.86								$44,089.86
1900	Irrigation								$10,360.00	$10,360.00
	LUMP SUM SUBTOTALS	**$397,069.26**	**$184,877.07**	**$28,620.00**	**$26,711.00**	**$3,850.00**	**$8,288.52**	**$35,750.00**	**$10,360.00**	**$695,525.85**

TIME & MATERIALS

1200	Bid Phase Services	$12,811.05							$1,015.00	$13,826.05
1300	Construction Phase Services	$33,635.14	$34,615.12		$6,262.09				$3,670.00	$78,182.35
	TIME & MATERIALS SUBTOTALS	**$46,446.19**	**$34,615.12**	**$0.00**	**$6,262.09**	**$0.00**	**$0.00**	**$0.00**	**$4,685.00**	**$92,008.40**

OTHER DIRECT EXPENSES

	Other (see Exp tab)	$12,086.80								
	OTHER DIRECT EXPENSES SUBTOTALS	**$12,086.80**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$12,086.80**

LUMP SUM/TIME & MATERIALS SPLIT

Design Services (Lump-Sum)	$409,156.06	$184,877.07	$28,620.00	$26,711.00	$3,850.00	$8,288.52	$35,750.00	$10,360.00	**$707,612.65**
Bid & Construction Phase Services (Time and Material)	$46,446.19	$34,615.12	$0.00	$6,262.09	$0.00	$0.00	$0.00	$4,685.00	**$92,008.40**

TABLE OF DELIVERABLES (LUMP SUM)

	Pre-Design Report	30% $119,120.78	30% $55,463.12	100% $28,620.00	20% $5,342.20				30% $3,108.00	**$211,654.10**
	60% Design	30% $119,120.78	30% $55,463.12		20% $5,342.20				30% $3,108.00	**$183,034.10**
	95% Design	30% $119,120.78	30% $55,463.12		20% $5,342.20	22% $830.00			30% $3,108.00	**$183,864.10**
	100% Desgin	5% $19,853.46	5% $9,243.85		20% $5,342.20		100% $8,288.52		5% $518.00	**$43,246.04**
	Ready To Let (RTL) Plans	5% $19,853.46	5% $9,243.85		20% $5,342.20				5% $518.00	**$34,957.52**
	SUE QL-B							71% $25,320.00		**$25,320.00**
	SUE QL-A							29% $10,430.00		**$10,430.00**
	RAS Inspection					78.4% $3,020.00				**$3,020.00**
	Total	**$397,069.26**	**$184,877.07**	**$28,620.00**	**$26,711.00**	**$3,850.00**	**$8,288.52**	**$35,750.00**	**$10,360.00**	**$695,525.85**
		100%	100%	100%	100%	100%	100%	100%	100%	

PROVIDER SUMMARY

PROVIDER SUBTOTALS		**$455,602.25**	**$219,492.19**	**$28,620.00**	**$32,973.09**	**$3,850.00**	**$8,288.52**	**$35,750.00**	**$15,045.00**	**$799,621.05**
Percentage		57.0%	27.4%	3.6%	4.1%	0.5%	1.0%	4.5%	1.9%	100.0%
DBE %			27.4%	3.6%						31.0%

TOTAL FOR THIS WORK AUTHORIZATION	**$799,621.05**

Prime Provider: WSP USA, Inc.
City of El Paso Sunland Park Shared Use Path
Solicitation #2025-0344R

TASK DESCRIPTION	Basis	Admin/Clerical	CADD Operator	CADD Operator Sr	Contract Specialist	Engineer Tech Sr	Engineer-In-Training	Engineer Sr	Engineer Sr (Structural)	Environmental Planner III	Environmental Planner III	Environmental Planner IV	Environmental Planner Sr	Landscape Architect	Project Engineer	Project Manager	Public Involvement Officer	Public Involvement Officer Sr	Public Involvement Specialist Sr	Quality Manager	TOTAL HOURS/COST
Contract rate		$ 146.28	$ 78.49	$ 161.33	$ 231.14	$ 159.79	$ 125.82	$ 275.42	$ 328.23	$ 112.58	$ 131.44	$ 252.95	$ 271.16	$ 194.71	$ 298.64	$ 313.82	$ 116.03	$ 188.76	$ 242.90	$ 245.72	
TASK 100 Project Management & Administration:																					
100.1 Contract Management & Administration:																					
A	Perform all work in accordance with the City's latest practices, criteria, specifications, policies, procedure.																				
B	Act as an agent for the City when specified in this work authorization.															24					24
C	Notify the City of its schedule, in advance, for all field activities.																				
D	Prepare monthly written progress reports.	8														12					20
E	Develop and maintain a detailed project schedule to track project conformance for the project.				12																12
F	Meet on a scheduled basis with the City to review project progress.															24					24
G	Prepare, distribute, and file both written and electronic correspondence.															24					24
H	Document phone calls and conference calls to coordinate the work for various team members.															24					24
I	Coordinate with internal team on a regular basis (including subs).															24					24
HOURS SUB-TOTALS		8			12											132					152
SUB-TOTAL LABOR COSTS		$1,162.22			$2,770.68											$41,398.16					$45,334.06
TASK 200 Roadway Design:																					
200.1 Preliminary Engineering, Feasibility Studies:																					
Traditional culvert extension analysis				8			16								8	3					37
Pre-design report							24								40	6					70
200.2 Geometric Design:																					
3D corridor model						12	60	4													76
200.3 Roadway Design:																					
Horizontal/vertical alignments							24	2							12						38
Horizontal data sheets							24	2							4						30
Roadway layout							60	6							12						78
One (1) MSE wall layout including typicals, details				4			40	8							12						64
200.4 Typical Sections:																					
Existing & Proposed Typical Sections							12	2							12						26
200.5 Cut and Fill Quantities:																					
50' sections with end area method							12	2							12						26
200.6 Plan Preparation:																					
Title sheet				2				2							2						6
Index of sheets				4											2						6
General notes/specifications				4				4							2						10
Estimate/quantity sheets				4			24	4							2						34
Alignment Data				4			8	2							2						16
Removal sheets				4			24	2							2						32
EPIC sheet				4			4	1							2						11
Design standards				4			4	1							4						13
Incorporation/management of sheets by others				24											8						32
TxDOT Form 1002								1													1
TxDOT Form 2442								1													1
TxDOT Form 2229								1													1
Buy America matrix with documentation requirements							16	2													18
TxDOT form estimate/TxDOT CONNECT updates							16	2							4						22
Address TxDOT/City of El Paso comments (60, 95, 100, RTL)				24			40	8							40					24	136
200.7 Construction Schedule:																					
Schedule preparation (60, 95, 100, RTL)															12	8					20
HOURS SUB-TOTALS				90		12	410	57							194	17				24	804
SUB-TOTAL LABOR COSTS				$13,619.74		$1,917.43	$51,594.86	$15,689.72							$57,935.98	$5,231.59				$5,897.30	$151,904.00

Prime Provider: WSP USA, Inc.
City of El Paso Sunland Park Shared Use Path
Solicitation #2025-0344R

TASK DESCRIPTION	Basis	Admin/Clerical	CADD Operator	CADD Operator Sr	Contract Specialist	Engineer Tech Sr	Engineer-In-Training	Engineer Sr	Engineer Sr (Structural)	Environmental Planner III	Environmental Planner III	Environmental Planner IV	Environmental Planner Sr	Landscape Architect	Project Engineer	Project Manager	Public Involvement Officer	Public Involvement Officer Sr	Public Involvement Specialist Sr	Quality Manager	TOTAL HOURS/COST
TASK 400 Traffic Design																					
400.1 Signing																					
Signing Layout				3			12	3							3	1					22
Sign Details							8								2						10
Summary of Small Signs							8								1						9
Prepare Estimate, Specs, and Standards							6	3													9
400.2 Pavement Markings																					
Pavement Marking Layout				3			12	3							3	1					22
Summary of Pavement Markings							8								2						10
Prepare Estimate, Specs, and Standards							6	3													9
400.3 Illumination Design (Illuminated Solar Bollards)																					
Determine illuminated solar bollards spacing							1	1							0						2
Prepare plans (each milestone 60%, 95% & Final)				3			12	3							3	1					22
Estimate and quantity sheets							2	2							2						6
Special Specifications							4	2							2						8
General Notes							2	1							1						4
Quality Check and control for each submittal																				9	9
HOURS SUB-TOTALS				9			81	21							19	3				9	142
SUB-TOTAL LABOR COSTS				$1,361.97			$10,176.36	$2,794.11							$5,674.08	$940.87				$2,211.49	$23,147.87
TASK 500 Traffic Control Design (TCP)																					
500.1 Traffic and Pedestrian Control Plan																					
TCP Narrative															2	1					3
TCP Plans and Detours							12								6	1				4	23
TCP Quantities and Estimate							1								1						2
TCP Standards and Details							6								1						7
HOURS SUB-TOTALS							19								10	2				4	35
SUB-TOTAL LABOR COSTS							$2,866.81								$2,837.04	$627.24				$992.88	$6,323.97
TASK 1000 Public Involvement																					
1000.1 Public Meeting																					
Bilingual public meeting materials that will include a presentation, fact sheet, and up to 8 display boards.																	48	20	4		
1000.2 Project Coordination Meetings																					
Coordination with the City of El Paso and internal WSP team members.																	4	8	4		16
HOURS SUB-TOTALS																	52	28	8		16
SUB-TOTAL LABOR COSTS																	$7,073.66	$5,234.93	$1,943.22		$14,251.81

Prime Provider: WSP USA, Inc.
City of El Paso Sunland Park Shared Use Path
Solicitation #2025-0344R

TASK DESCRIPTION	Basis	Admin/Clerical	CADD Operator	CADD Operator Sr	Contract Specialist	Engineer Tech Sr	Engineer-In-Training	Engineer Sr	Engineer Sr (Structural)	Environmental Planner III	Environmental Planner III	Environmental Planner IV	Environmental Planner Sr	Landscape Architect	Project Engineer	Project Manager	Public Involvement Officer	Public Involvement Officer Sr	Public Involvement Specialist Sr	Quality Manager	TOTAL HOURS/COST
TASK 1600 Environmental Permitting/Planning																					
1600.1 ECOS Scoping																					
Scope the project in TxDOT's Environmental Compliance Oversight System (ECOS).											2		1								3
1600.2 Work Plan Development (WPD) Forms																					
Provide a project description and necessary responses to the WPD											6		2								8
1600.4 Draft & Final Updated Species Analysis Documentation																					
Prepare Draft and Final Species Analysis Analysis form										6		3	1								10
Prepare Draft and Final Species Analysis Spreadsheet											80	64	4								148
1600.7 Draft & Final Community Impacts Assessment Technical Report Form																					
Draft and Final community impacts assessment technical report form										16	12	6	2								36
1600.9 Historic Resources Project Coordination Request Form																					
Oversight of the development of the draft and final Historic Resources Project Coordination Request Form													2								2
1600.13 Draft & Final Surface Water Analysis Form																					
Draft and final surface water analysis form, including identification of sources for supporting documentation												10	2								12
1600.17 Maintain Project File																					
Maintain the project file including all draft and final documents in native formats											4		1								5
HOURS SUB-TOTALS										22	104	89	16								224
SUB-TOTAL LABOR COSTS										$2,474.93	$13,649.26	$20,394.75	$4,067.23								$41,286.17
TASK 1700 Structural Design																					
1700.1 Preliminary Design																					
A Develop existing structures in CAD models				11			12		8						2						33
1700.2 Drainage Structures																					
A Culvert connections (up to 2 each)	2			16			20		12						20	2					70
C Inlets (1 each)	1			8			8		6						8	1					32
D Spillerbox (1 each)	2			16			18		11						18	2					65
E Estimated Quantities	1			6			10		6						1						22
1700.3 Other PS&E Deliverables																					
C Special Specifications	2						10		6						7						23
D Cost Estimate	1						9		4						3						16
HOURS SUB-TOTALS				57			87		51						59	5					269
SUB-TOTAL LABOR COSTS				$6,625.83			$10,829.08		$16,837.69						$17,619.62	$1,568.11					$55,280.14
TASK 1800 Landscape Architecture																					
1800.1 C Data Collection																					
A Review City of El Paso Landscape and Irrigation Ordinances. Meet with City to Confirm Reqs.														6							6
Meet with City and Stakeholders to determine aesthetics, needs, obtain As-Built plans																					
Review Survey with Field Conditions to Finalize Survey. Coordinate with Surveyor																					
Site Visit and Report Memorandum																					
Review Existing Stormwater and Utility Structures, Types, Layout and Locations																					
Review and Coordinate Soil Considerations with Geotechnical team														1							
Review and Coordinate Vegetated Drainage Facility Opportunities with Drainage team														2							
1800.2 Conceptual Design																					
B Prepare conceptual SUP alignment base plan drawing from survey and as-built plans														2							
Research and prepare conceptual plant palette														4							
Conceptual Trail Plan Options - Alignment, Structures, Grading, Landscape														4							
Conceptual Design Detailing for Walls, Fencing, Guardrails, SUP Identification Signage														4							
Public Outreach Graphics (1 Color Site Plan)														8							
Quantity Take-offs and Cost Estimates														4							
Address Review Comments and Revise Drawings														4							
1800.3 Landscape Design																					
C Prepare Detailed Landscape Planting Design														24							
Prepare landscape planting plans and enlarged planting plans														16							
Prepare project plant palette for all site conditions														4							
Coordinate planting design with irrigation design team														4							
Coordinate landscape and SUP light fixture locations with the illumination design team														4							
Prepare landscape and plant installation design detail sheets														4							
Prepare landscape plant installation, establishment, maintenance notes and schedules														4							
Prepare specifications for landscape planting installation and materials														4							
Prepare construction cost estimate for landscape planting elements														4							
Address City and stakeholder comments and revise documents for permits and bidding														4							
HOURS SUB-TOTALS														222							6
SUB-TOTAL LABOR COSTS														$44,089.86							$44,089.86
HOURS TOTALS		6	0	150	12	12	597	70	51	22	104	89	15	222	282	155	52	28	3	37	1638
TOTAL LABOR COSTS		$1,162.22	$0.00	$23,907.54	$2,772.68	$1,317.43	$74,996.10	$21,483.92	$16,837.69	$2,474.93	$13,649.26	$20,394.75	$4,067.23	$44,089.86	$64,218.35	$40,268.96	$7,077.66	$5,236.59	$1,943.22	$9,231.67	$385,349.26
% DISTRIBUTION OF STAFF HOURS		0.5%	0.0%	9.5%	0.7%	0.7%	36.4%	4.8%	3.1%	1.3%	6.3%	5.1%	0.9%	13.5%	17.2%	9.7%	3.2%	1.7%	0.5%	2.3%	

Prime Provider: WSP USA, Inc.
City of El Paso Sunland Park Shared Use Path
Solicitation #2025-0344R

TASK DESCRIPTION		Basis	Engineer-In-Training	Engineer Sr (Structural)	Landscape Architect	Project Engineer	Project Manager	Public Involvement Officer	TOTAL HOURS/COST
Contract rate			$ 125.62	$ 326.23	$ 194.71	$ 298.64	$ 313.62	$ 136.03	
TASK 1200 Bid & Construction Phase Services									
1200.1 Bid Phase Services									
A	Assist City in preparing for bids								
B	Assist in responding to contractor questions					8	4		12
C	Attend pre-bid confrence (virtual)								
D	Prepare addenda to drawings and specs		24			8	4		36
1200.1 Bid Phase Services									
A	Evaluate bids and provide engineering recommendation letter						8		8
HOURS SUB-TOTALS			**24**	**0**	**0**	**16**	**16**	**0**	**56**
SUB-TOTAL LABOR COSTS			**$3,014.92**	**$0.00**	**$0.00**	**$4,778.18**	**$5,017.96**	**$0.00**	**$12,811.05**

Prime Provider: WSP USA, Inc.
City of El Paso Sunland Park Shared Use Path
Solicitation #2025-0344R

TASK DESCRIPTION		Basis	Engineer-In-Training	Engineer Sr (Structural)	Landscape Architect	Project Engineer	Project Manager	Public Involvement Officer	TOTAL HOURS/COST
Contract rate			$ 125.62	$ 326.23	$ 194.71	$ 298.64	$ 313.62	$ 136.03	
TASK 1200 Bid & Construction Phase Services									
1200.2 Construction Phase Services									
A	Prepare and Provide conformed revised construction documents		8			8	2		18
C	Participate in one (1) virtual Pre-Construction Meeting					2	2		4
D	RFI's (10 Max)		10			10	10		30
F	Shop Drawing Review (20 sheets max)					20	5		25
G	Construction Meetings (10 Max) (virtual)					10	10		20
H	Site Visits (2 Max)					8	8		16
I	Attend final walkthrough and punch list review.					4	4		8
HOURS SUB-TOTALS			**18**	**0**	**0**	**62**	**41**	**0**	**121**
SUB-TOTAL LABOR COSTS			**$2,261.19**	**$0.00**	**$0.00**	**$18,515.43**	**$12,858.52**	**$0.00**	**$33,635.14**

Expenses: Prime Provider: WSP USA, Inc.
City of El Paso Sunland Park Shared Use Path
Solicitation #2025-0344R

Other Direct Expenses	UNITS	FIXED COST	MAXIMUM COST	QUANTITY	TOTAL COST
Lodging/Hotel - Taxes and Fees	day/person		$150.00	9	$1,350.00
Lodging/Hotel (Taxes/fees not included)	day/person		$100.00	9	$900.00
Lodging/Hotel - Taxes and Fees	day/person		$45.00		$0.00
Lodging/Hotel (Taxes/fees not included)	day/person		$94.00		$0.00
Meals (excluding alcohol & tips) (Overnight stay required)	day/person	$60.00		24	$1,440.00
Meals (excluding alcohol & tips) (Overnight stay required)	day/person	$50.00			$0.00
Mileage	mile		$0.700	834	$583.80
Rental Car Fuel	gallon		$4.00	120	$480.00
Rental Car (includes taxes and fees; insurance costs will not be reimbursed)	day		$75.00	9	$675.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		$650.00		$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		$530.00	6	$3,180.00
Flights	Rd Trip/person		$300.00	7	$2,100.00
Toll Charges	each		$12.00	4	$48.00
Database Search	each		$1,200.00		$0.00
Field Supplies	each		$50.00	1	$50.00
Presentation Boards 24"x36" Color Mounted	each		$80.00	16	$1,280.00
Other Direct Expense Total					**$12,086.80**

TASK 300 Drainage Design:

300.1 Data Collection:

A. Acquire and review all pertinent shapefiles, previous studies, and models.
B. Compile Federal Emergency Management Agency (FEMA) Flood Insurance Study (FIS) reports and available data.
C. Perform site visits to observe current conditions and document field inspections with digital photos.

300.2 Hydrologic Studies:

A. Perform Site Visits and compile a Field Report with georeferenced photographs.
B. Calculate discharges using appropriate hydrologic methods per the current City of El Paso's Drainage Design Manual.
C. Consider pre-construction and post-construction conditions in the hydrologic study.
D. Delineate drainage area boundaries and hydrologic parameters such as impervious covered areas, flow paths, and slopes from appropriate sources including, but not limited to, topographic maps, GIS modeling, construction plans, and existing hydrologic studies. The Engineer shall not use existing hydrologic studies without assessing their validity.
E. Define, at a minimum, the "design" frequency to be specified in this Work Authorization and the 1% Annual Exceedance Probability (AEP) storm frequency.
F. Compare calculated discharges to effective FEMA flows. If calculated discharges are to be used in the model instead of the effective FEMA flows, full justification must be documented.
G. Thunderbird pond efficiency analysis. Hydrologic modeling will be conducted to evaluate runoff patterns and optimize the timing of inflow and outflow to the pond system. The goal is to optimize pond use with the intent of preserving existing downstream drainage infrastructure for cost savings.

300.3 Complex Hydraulic Design and Documentation:

A. Perform hydraulic design and analysis using appropriate hydraulic methods per the current City of El Paso's Drainage Design Manual, which may include computer models such as HEC-RAS. New 2D models are not included in this scope unless part of the current effective FEMA models.

B. Use the current effective FEMA models, where appropriate, as a base model for the analysis. If a "best available data" model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and update as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.

C. Verify sizing of the drainage crossings. Develop designs that minimize interference with the passage of traffic or cause damage to the street and local property in accordance with the City of El Paso's Drainage Design Manual, City criteria, and any specific guidance provided by the City. Cross-drainage design shall be performed using HEC-RAS.

D. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above-listed hydraulic conditions and hydrologic events for the proposed alternative. Impacts will be determined both upstream and downstream of the drainage structures and at key locations in the floodway.

E. Use hydrograph calculations and peak flows to determine if detention pond modifications are required.

F. Preparation of Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) are not included in this scope. The Engineer will provide mitigation measures to keep the Water Surface Elevation (WSEL) within one foot from effective WSELs and will notify the City if the existing conditions cannot be met.

G. Prepare the H&H Report detailing data collection, assumptions, methodology used, single alternative analysis, results, and recommendations. If the recommended alternative does not meet the design criteria for the use of existing infrastructure, a supplemental agreement will be required to include additional alternative(s) analysis. This scope does not include the analysis of any additional alternative(s).

H. Revise the Drainage Report based on CoEP comments.

I. Improvements to Thunderbird Pond will focus on maximizing storage efficiency by increasing the volume of water temporarily detained before being released, maintaining the stability of the pond, downstream channel, and drainage infrastructure. This approach minimizes immediate outflow and better regulates discharge into the downstream system, improving the functionality of existing culverts. The emergency overfall structure is included in the restrictor and outfall structure improvements.

J. Upgrade drainage structures. The existing culvert systems at Fiesta St. and Cadiz St. will be upgraded to enhance capacity and hydraulic performance, if needed, based on analysis. These improvements will ensure efficient conveyance of stormwater runoff from upstream areas to downstream drainage facilities. The upgrade will improve system reliability and reduce the risk of localized flooding during major storm events.

K. A new manhole structure will be designed to accommodate the intersection of multiple drainage elements, including box culverts and reinforced concrete pipes (RCPs), converging near the Mesa St./Sunland Park Dr. intersection. Manholes serve critical functions, including access for maintenance and system inspection. Their inclusion will improve the operational flexibility and long-term hydraulic performance of the stormwater network. Additional design considerations will focus on structural integrity, ease of access, and compatibility with surrounding infrastructure.

L. Analysis and design of street inlets to replace existing flumes. The project will include the analysis and design of new street inlets to replace the existing surface flumes along Sunland Park Dr. These inlets will be designed to efficiently capture roadway runoff and convey it toward the existing drainage channel or proposed drainage structures. The goal is to prevent existing runoff from impacting the proposed shared used path by providing positive underground drainage.

300.4 PS&E Deliverables

Produce and provide a set of Plans, Specifications, and Estimates of the project in 24” x 36” sheets.

A. General Notes

Prepare General Notes to provide project-specific guidance and requirements. The General Notes will serve to clarify, modify, or add to standard items by outlining expectations related to materials, construction methods, measurement, and payment. These notes help ensure

consistency and understanding among contractors, engineers, and inspectors by addressing details such as work schedules, traffic control, safety protocols, environmental protections, and coordination with utilities or other agencies.

B. External Drainage Areas
Portion of surfaces outside the project limits will be defined and presented in a 24" x 36" map highlighting the areas that contribute runoff into the site of the project. Drainage area boundaries will be delineated for each structure or system including temporary drainage structures within, or contributing to, the project area using United States Geological Survey (USGS) or suitable topographic maps, available LiDAR elevation data, and other appropriate information.

C. Internal Drainage Areas
Portion of surfaces within the project limits will be defined and presented in a 24" x 36" map highlighting the areas that generate runoff due to rainfall. Drainage area boundaries will be delineated for each structure or system including temporary drainage structures within, or contributing to, the project area using USGS or suitable topographic maps, available LiDAR elevation data, and other appropriate information.

D. Plan and Profile
Development of plan and profile sheets (24" x 36") for proposed drainage structures associated with the SUP. This will involve identifying and detailing the alignment and elevation of drainage features such as culverts, storm pipes, and inlets necessary to manage both internal and external runoff impacting the path. The plan and profile sheets will provide horizontal and vertical information to guide construction, ensure proper conveyance of stormwater, and maintain the functionality and safety of the SUP. Coordination with existing utilities and surrounding topography will also be incorporated to ensure a fully integrated and constructible design.

E. Miscellaneous Details
Preparation of miscellaneous detail sheets to support the construction of the SUP. These sheets will include project-specific construction details that are not covered by standard drawings, such as unique drainage structure configurations, transitions, safety treatments, and connections to existing infrastructure. The miscellaneous details will ensure clarity in construction by addressing special conditions, providing dimensional and material specifications, and illustrating how non-standard elements are to be built. These drawings are essential to supplement the overall plan set and to support accurate and efficient field implementation.

F. Runoff Computations
Present the hydrologic calculations of peak runoff at the design points in tabular format. The calculations will be tabulated and presented in 24" x 36" sheets.

G. Hydraulic Computation Sheets
Prepare (24" x 36") hydraulic data sheets for the project for inclusion in the drainage report and PS&E that summarize the input parameters and hydraulic results in tabular format for proposed and temporary structures and systems. At locations where there are existing and proposed structures and systems, provide a comparison of the input parameters and hydraulic results in tabular format for the existing and proposed structures and systems.

Prepare (24" x 36") hydraulic data sheets for each FEMA Zone A/AE drainage structure for inclusion in the drainage report and PS&E. At locations where there are existing and proposed structures and systems, provide a comparison of the input parameters and hydraulic results in tabular format for the existing and proposed structures and systems.

H. Specifications

Develop Design Specifications to outline the technical requirements, materials, and construction methods for drainage-related components for the SUP project. These specifications will support the design plans by providing detailed guidance on the installation and performance expectations for drainage structures such as culverts, storm pipes, inlets, pond emergency overflow structure, restrictor, and outfalls. Standard specifications will be referenced where applicable, and project-specific provisions will be included to address unique site conditions or non-standard elements. The Design Specifications will ensure that all drainage features are constructed in accordance with the intended design and applicable engineering standards.

I. Standards

Compilation of all drainage-related applicable standard drawings and specifications necessary for the SUP. These standard sheets ensure consistency with accepted engineering practices and streamline construction by referencing established design criteria. The selected standards will complement the project-specific plans and details, serving as a foundational reference for contractors and inspectors during construction.

J. Summary of Quantities

The scope of work includes the preparation of Summary of Quantities tables showing a comprehensive breakdown of estimated quantities for all major work items, including earthwork, drainage structures, and miscellaneous components. The quantities will be organized by bid items and reference the corresponding plan sheets where the items appear. This summary provides a clear and concise overview of the materials and work required for construction, facilitating accurate bidding, cost estimation, and project management.

K. Cost Estimate

Develop Engineer's Estimate to provide a detailed and itemized projection of construction costs for the drainage design. The estimate will be based on the final design plans and will include all relevant bid items, quantities, unit prices, and contingencies. It will reflect current market conditions and incorporate standard pay items consistent with the specifications. This cost estimate will support project budgeting, funding allocation, and serve as a benchmark for evaluating contractor bids during the procurement phase.

L. Quality Assurance and Quality Control (QAQC)

The scope of work includes performing Quality Assurance and Quality Control activities to ensure the accuracy, consistency, and completeness of the plan set for the project. This process will involve internal reviews of all drawings and documents, redlining to identify errors or omissions prior to client submittal, and verifying that all design elements meet applicable standards and project requirements. Cross-checking quantities, sheet references, and alignment of plan and profile views will be part of the QAQC process.

M. Pond details, restrictor, and outfall structure improvements (approximately 2 sheets at 1:50 scale)
The two sheets will depict the pond grading, inlet and outlet structures, critical point elevations, erosion control measures, and other design features required to implement the improvements at Thunderbird Pond. The restrictor and outfall structure improvements will also be included.

N. Culvert layouts at Fiesta St. and Cadiz St. (approximately 6 sheets total)
The culvert layouts will illustrate the proposed culvert alignments, profiles, and connections, with emphasis on constructability and compatibility with existing and proposed roadway/shared used path improvements. This scope does not include any design work to replace and/or upgrade the outfall culverts at Cadiz St. intersection.

O. Manhole details (approximately 2 sheets at 1:50 scale)
Detailed drawings will show the plan, profile, and section views of the new manhole structure, highlighting internal flow paths, pipe and culvert connections, and access features for inspection and maintenance.

P. Inlets laterals to replace existing flumes (10 flumes to be replaced, approximately 2 sheets)
A detailed design of street inlets replacing ten existing flumes will be developed. Plans will include flowlines, profiles, and connection details to convey stormwater from the new inlets to the existing channel. The required drainage structures and pipe sizing will also be shown to ensure proper system presentation.

Any design changes/modifications requested by the client to the above scope, Task 300, or any of its subtasks and sections will require the inclusion of a supplemental agreement to the contract.

TASK 800 Storm Water Pollution Prevention Plan (SW3P):

800.1 Storm Water Pollution Prevention Plan:

A. The Engineer shall prepare and provide a stormwater pollution prevention plan. The Engineer shall be responsible for being knowledgeable about the stormwater pollution prevention plan requirements. The stormwater pollution prevention plan shall be submitted to the City of El Paso Planning and Inspections Department for review and approval.

Any design changes/modifications requested by the client to the above scope, Task 800, or any of its subtasks and sections will require the inclusion of a supplemental agreement to the contract.

TASK 1200 Bid & Construction Phase Service:

1200.1 Construction Phase Services:

During the construction phase, the Engineer shall assist the CoEP, on a time and materials basis, with but not limited to the following items:

A. Responding to all questions from the contractor (requests for information, RFIs) within three (3) business days at a maximum.
B. Providing advice and recommendations to the CoEP on issues raised by the contractor.
C. Review and approve contractor technical submittals and shop drawings within three (3) business days at a maximum, or within a schedule previously agreed established by the City Project Manager.
D. Participate in "punch list" inspection and provide punch list to CoEP.
E. Produce and provide a complete signed and sealed set of reproducible (24" x 36") drawings and electronic format "as-built" drawings as requested.
F. Attend weekly construction meetings, to be scheduled by the City Project Manager.
G. Conduct project site visits and produce a project observations report within three (3) business days of the project site visit.

Any design changes/modifications requested by the client to the above scope, Task 1200, or any of its subtasks and sections will require the inclusion of a supplemental agreement to the contract.

Proposed Drainage Structures for the SUP Alternative

HOURLY RATE SCHEDULE			
SPECIFIED RATE LS payments are based upon the Table of Deliverables (TOD) as identified in the TASK ORDER (TO)			
PROVIDER NAME:	**Omega Engineers, Inc.**		
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	**YEARS OF EXPERIENCE**	**HOURLY BASE RATE**	**HOURLY CONTRACT RATE**
Project Manager - PS&E ID	10+	$110.00	$271.33
Deputy Project Manager	10+	$95.00	$234.33
Technical Advisor - Senior	20+	$112.50	$277.50
Quality Manager	10+	$90.00	$222.00
Engineer (Senior)	15+	$88.78	$218.99
Engineer (Project) - Senior	15+	$79.43	$195.93
Engineer (Project)	10 to 15	$68.93	$170.03
Engineer (Design)	5 to 10	$60.00	$148.00
Engineer (Structural) - Senior	15+	$90.00	$222.00
Engineer (Structural)	5 to 15	$70.00	$172.67
Engineer (Traffic) - Senior	15+	$90.00	$222.00
Engineer (Traffic)	5 to 15	$62.50	$154.17
Engineer (Bridge) - Senior	15+	$90.00	$222.00
Engineer (Bridge)	5 to 15	$70.00	$172.67
Engineer (Hydraulic) - Senior	15+	$86.10	$212.38
Engineer (Hydraulic)	5 to 15	$66.50	$164.03
Engineer (Utilities) - Senior	15+	$69.00	$170.20
Engineer (Utilities)	5 to 15	$60.00	$148.00
Engineer-In-Training	0 to 5	$43.50	$107.30
Engineer Technician - Senior	15+	$48.91	$120.64
Engineer Technician	5 to 15	$38.06	$93.88
Engineer Technician - Junior	0 to 5	$31.73	$78.27
CADD Operator - Senior	15+	$46.24	$114.06
CADD Operator	5 to 15	$33.47	$82.56
CADD Operator - Junior	0 to 5	$28.37	$69.98
GIS Manager - Senior	15+	$50.00	$123.33
GIS Operator - Senior	15+	$50.50	$124.57
GIS Operator	5 to 15	$36.00	$88.80
GIS Operator - Junior	0 to 5	$33.00	$81.40
Graphic Designer - Senior	15+	$48.00	$118.40
Graphic Designer	5 to 15	$40.00	$98.67
Public Information Specialist	0 to 5	$38.00	$93.73
Public Involvement Officer - Senior	15+	$64.00	$157.87
Public Involvement Officer	5 to 15	$60.00	$148.00
Public Involvement Officer - Junior	0 to 5	$32.00	$78.93
Public Involvement Specialist - Senior	15+	$64.00	$157.87
Public Involvement Specialist	5 to 15	$50.00	$123.33
Public Involvement Specialist - Junior	0 to 5	$32.00	$78.93
Visualization 3D Manager	15+	$80.00	$197.33
Visualization 3D Modeler	5 to 10	$54.00	$133.20
Visualization 3D Graphic Photoshop Artist	0 to 5	$38.50	$94.97
Visualization 3D Specialist - Senior	15+	$80.00	$197.33
Visualization 3D Specialist	5 to 15	$46.00	$113.47
Hydrologist - Senior	15+	$86.10	$212.38
Hydrologist	5 to 15	$65.00	$160.33
Scheduler - Senior	15+	$78.00	$192.40
Scheduler III	5 to 10	$47.00	$115.93
Utilities Coordinator - Senior	15+	$69.00	$170.20
Utilities Coordinator		$50.00	$123.33
Utilities Field Inspector - Senior	15+	$55.00	$135.67
Utilities Field Inspector		$43.00	$106.07
Administrative/Clerical		$29.44	$72.62
INDIRECT COST RATE:	**114.50%**		
PROFIT RATE:	**11.00%**		

Contract rates include labor, overhead, and profit.

All rates are negotiated rates and are not subject to change or adjustment.

Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.

Lump Sum Payment Basis - Invoice by deliverable, according to the TOD. A copy of the TOD shall be included with each Invoice Package and is payable by each deliverable and line item as identified in the TOD. Partial payments of line item are not allowed. Documentation of

Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

Project: Sunlad Park Dr. SUP

Provider Name: Omega Engineers, Inc.

LUMP SUM CONTRACT					
		Labor Category: Hourly Contract Rate	Subtotal Hours		Labor Cost
100	**Project Management & Administration**	**Total Task 100**	**60**	**$**	**12,726.20**
100.1	**Project Management**				
A	Attend monthly/biweekly coordination meetings		18	$	3,962.10
B	Review and coordinate CoEP design standards and performance procedures		4	$	778.04
C	Attend workshops and comment review meetings		24	$	5,590.08
D	Submitt progress reports		14	$	2,395.98
300	**Drainage**	**Total Task 300**	**1,257**	**$**	**166,265.63**
300.1	**Data Collection**	**Subtotal**	24	**$**	**3,267.10**
A	Acquire and review all pertinent shapefiles, previous studies and models		8	$	1,184.00
B	Compile FEMA FIS reports and available data.		2	$	296.00
C	Perform site visits to observe current conditions and document field inspections		14	$	1,787.10
300.2	**Hydrologic Studies**	**Subtotal**	**164**	**$**	**20,779.00**
A	Perform site visits and compile field report		8	$	858.40
B	Calculate discharges using appropriate hydrologic methods		20	$	2,782.36
C	Consider pre-construction and post constructions conditions		24	$	2,999.44
D	Delineate drainage area boundaries and hydrologic parameters		24	$	2,999.44
E	Define the design frequency and the 1% AEP storm frequency		24	$	2,999.44
F	Compare calculated discharges to the effective FEMA flows		28	$	3,428.64
G	Thunderbird pond efficiency analysis		36	$	4,711.28
300.3	**Complex Hydraulic Design and Documentation**	**Subtotal**	**395**	**$**	**52,918.85**
A	Perform hydraulic design and analysis using appropriate hydraulic methods		32	$	3,935.44
B	Use the current effective FEMA models as a base model for the analysis		22	$	2,360.60
C	Develop designs that minimize interference with the passage of traffic or cause damage to the street and local property in accordance with the CoEP's Drainage Design Manual		30	$	3,689.48
D	Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the proposed SUP alternative		40	$	5,660.65
G	Prepare H&H Report		64	$	7,477.20
H	Revise Drainage Report based on CoEP comments		42	$	5,318.97

Provider Name: Omega Engineers, Inc.

LUMP SUM CONTRACT					
		Labor Category: Hourly Contract Rate	Subtotal Hours	Labor Cost	
I	Pond improvement to maximize efficiency. Restrictor and outfall structure improvements		40	$	6,004.93
J	Upgrade drainage structures (at Fiesta St. and Cadiz St.)		45	$	6,782.29
K	Manhole design		40	$	5,611.23
L	Analysis and design of street inlets to replace existing flumes		40	$	6,078.06
300.4	**PS&E Deliverables**	**Subtotal**	**674**	**$**	**89,300.68**
A	General Notes (approx. 1 sheet)		28	$	3,621.50
B	External Drainage Areas (approx. 1 sheets)		28	$	3,536.21
C	Internal Drainage Areas (approx. 2 sheets at 1:50 scale)		53	$	6,516.35
D	Plan & Profile (approx. 4 sheets at 1:50 scale)		105	$	13,625.56
E	Miscellaneous Details (approx. 2 sheets)		30	$	3,754.92
F	Runoff Computations (approx. 1 sheet)		29	$	3,525.57
G	Hydraulic Computations (approx. 1 sheet)		34	$	4,103.77
H	Specifications		40	$	4,944.63
I	Standards (approx. 2 sheets)		12	$	1,570.46
J	Summary of Quantities (approx. 1 sheet)		34	$	4,089.42
K	Cost Estimate		18	$	2,957.85
L	Quality Assurance and Quality Control (QAQC)		38	$	7,268.26
M	Pond details, restrictor, and outfall structure improvements (approx. 2 sheets at 1:50 scale)		52	$	7,097.82
N	Upgraded culvert layouts at Fiesta St. and Cadiz St. (approx. 6 sheets total)		82	$	10,860.80
O	Manhole details (approx. 2 sheets at 1:50 scale)		38	$	4,990.25
P	Inlets laterals to replace existing flumes (10 flumes to be replaced, approx. 2 sheets)		53	$	6,837.30
800	**Storm Water Pollution Prevention Plan**	**Total Task 800**	**46**	**$**	**5,885.24**
800.1	**SW3P**				
A	Preparation of a stormwater pollution prevention plan (approx. 5 sheets)		46	$	5,885.24
ODE-LS	**Other Direct Expenses (Lump Sum)**	**Total ODE**		**$**	**-**
	Refer to Lump Sum ODE table				
		Total Hours	**1363**	**$**	**184,877.07**
		Subtotal			
		Percentage	**1363**	**$**	**184,877.07**

Project: Sunlad Park Dr. SUP

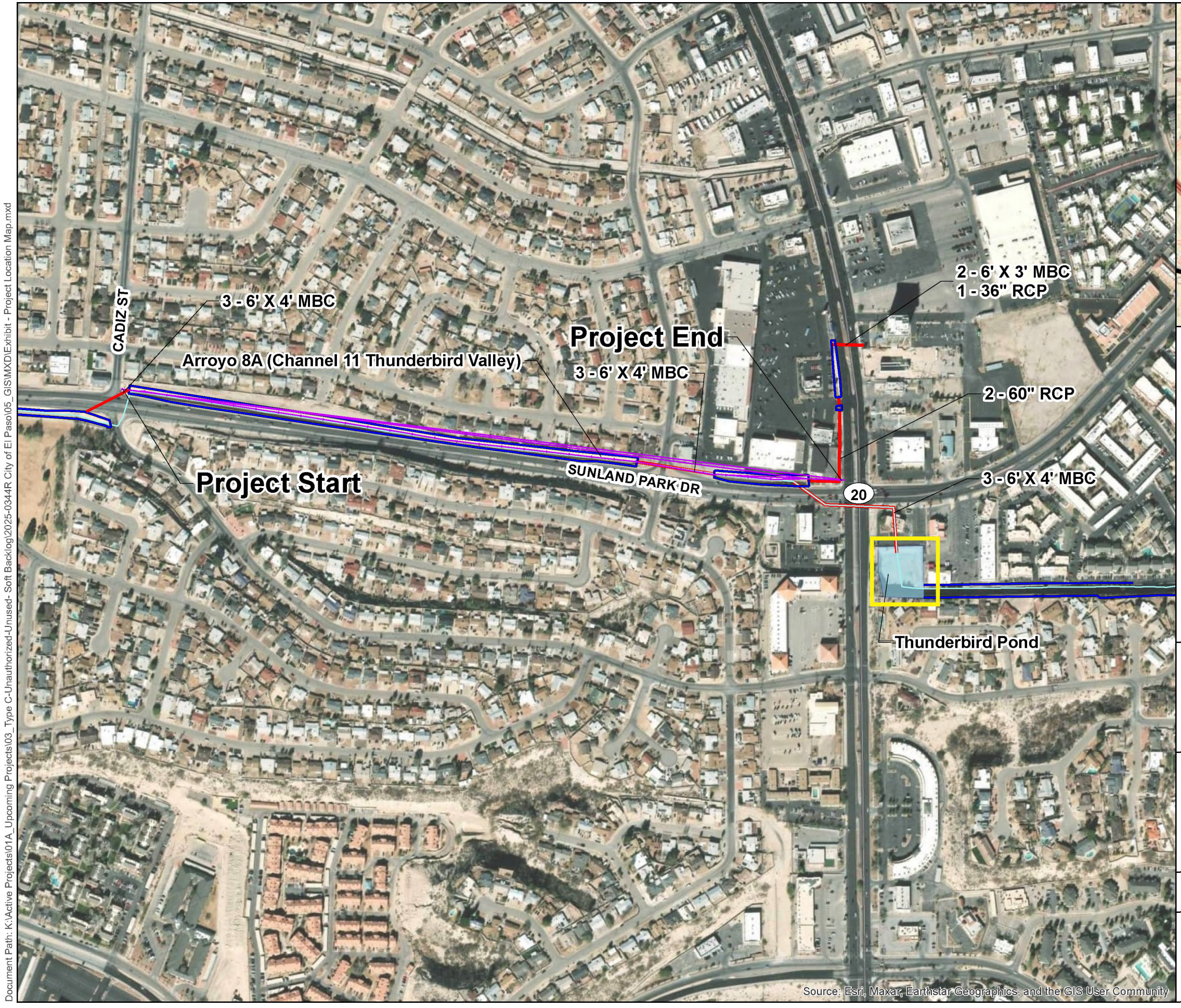
Provider Name: Omega Engineers, Inc.

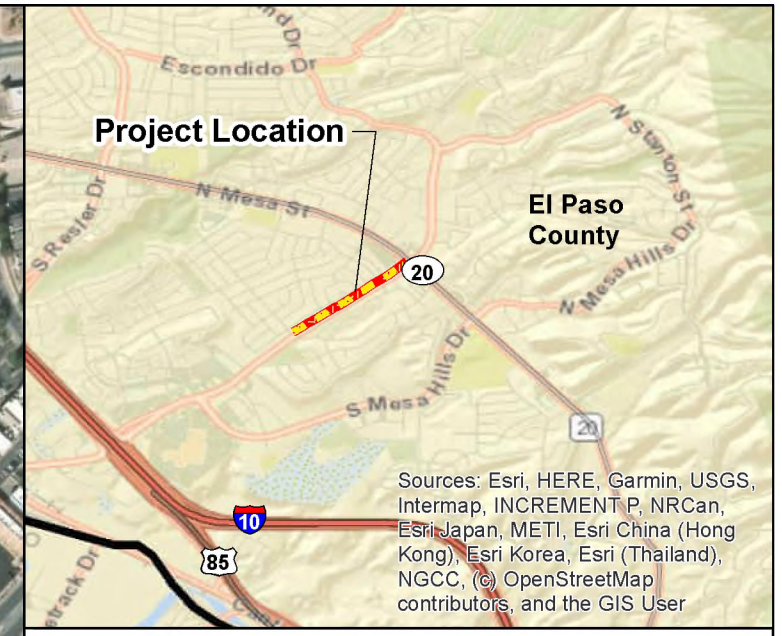
SPECIFIED RATE CONTRACT					
		Labor Category: Hourly Contract Rate	Subtotal Hours	Labor Cost	
1200	Bid & Construction Phase Services	Total Task 1200	198	$	34,615.12
1200.1	Construction Phase Services			$	-
A	Responding to all questions from the contractor		24	$	4,214.80
B	Providing advice and recommendations to the CoEP		20	$	4,302.16
C	Review and approve contractor technical submittals and shop drawings		34	$	6,127.50
D	Participate in "punch list" inspection and provide punch list to CoEP		8	$	1,961.28
E	Produce and provide a set of reproducible drawings and electronic format "as-built" drawings		72	$	9,151.06
F	Attend the weekly construction meetings to be scheduled by the City Project Manager		24	$	6,511.92
G	Conduct project site visits and produce a project observations report		16	$	2,346.40
ODE-SR	Other Direct Expenses (Specified Rate)	Total ODE		$	-
	Refer to Specified Rate ODE table				
		Total Hours	198	$	34,615.12
		Subtotal			
		Percentage	198	$	34,615.12

Project: Sunlad Park Dr. SUP
Provider Name: Omega Engineers, Inc.

TASK ORDER SUMMARY		
Lump Sum Summary		
ID	**Task Order**	**Total Cost**
100	Project Management	$ 12,726.20
300	Drainage	$ 166,265.63
800	Storm Water Pollution Prevention Plan	$ 5,885.24
ODE-LS	Other Direct Expenses (Lump Sum)	$ -
	TOTAL Lump Sum Summary	**$ 184,877.07**

Specified Rate Contract Summary - Construction Phase Services		
ID	**Task Order**	**Total Cost**
1200	Bid & Construction Phase Services	$ 34,615.12
ODE-SR	Other Direct Expenses (Specified Rate)	$ -
	TOTAL Specified Rate Contract Summary - Construction Phase Services	**$ 34,615.12**





Legend

- Potential SUP Alignment
- Channels
- Arroyos
- Culverts
- Ponds

0 0.075 0.15 Miles

SUNLAND PARK DR SUP

Exhibit - Project Location Map
CSJ 0924-06-730

Date: 7/31/2025

OMEGA ENGINEERS, INC.

Document Path: K:\Active Projects\01A_Upcoming Projects\03_Type C-Unauthorized-Unused- Soft Backlog\2025-0344R City of El Paso\05_GIS\MXD\Exhibit - Project Location Map.mxd

Barragan And Associates Inc. TASK 600 Surveying
10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

April 17, 2025
Revised 07-28-2025

Yannis Tassoulas, P.E.
WSP USA
125 Montoya Lane
Miramonte Industrial Park
El Paso, TX 79932
Tel: 915-532-2091
yannis.tassoulas@wsp.com

Project: City of El Paso – Sunland Park Shared Used Path within Sunland Park Drive between Mesa Street and Cadiz Street from right-of-way to right-of-way- Northerly portion of the Right-of-way (including the concrete drain).

Yannis Tassoulas

In response to your request, we are pleased to submit this letter which constitutes our proposal for the desired Professional Surveying Services for the subject project. The scope of work for this project is described by the following outline:

SCOPE OF WORK

All surveying will comply with the Professional Land Surveying Practices Act, Article 5282c, Vernon's Texas Civil Statutes. All surveying will comply with applicable rules promulgated by the Texas Board of Professional Land Surveying. The Manual of Practice published by the Society of Professional Surveyors will be used as a guide in determining accurate requirements and procedures to follow. The field surveying efforts will include the following:

1. Perform a records search for all pertinent survey information, including Court House (website), public and private land, existing utilities and prepare a working sketch. Establish property ownership. This scope of services excludes any Title search services by a Title Company.
2. Request order to contact Texas 811 will be placed to have the underground utilities marked (painted) on the surface. The survey will include tying any marks that are provided.
3. Coordinate with Traffic control contractor for safety measures. **Traffic control fees are included.**
4. Project Control: Establish primary and secondary control monument; horizontal datum will be referenced to the Texas State Plane Coordinate System, Central Zone 4203, NAD 83 and will be scaled to surface; elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88), GEOID 12B.
5. Approximately **9 Acres** of Street right-of-way will be analyzed to Provide a boundary and topographic improvements survey within Sunland Park Drive; approximately from the east side of the intersection of Mesa Street and Sunland Park Drive to west side of Cadiz Street and Sunland Park Drive. The width limits of the topographic survey are **from the centerline of Sunland Park Drive** to the **North** right-of-way along the existing plated streets and drains. The survey will extend 50 feet along intersecting streets. **See Exhibit "A"**
6. The topographic and improvement survey will include tying all visible utility features to include the following: water valves; water meters; sanitary sewer manholes; storm sewer manholes; electrical manholes; power poles; light poles; overhead lines; electrical control panels; traffic signals; traffic signs; telephone manholes and pedestals; stem walls; chain link fences; rock walls; trees, existing pavement, concrete driveways, existing concrete sidewalks, ADA ramps, drains, and existing concrete curb and gutter. amongst other features.
7. We will Establish up to four (4) control points along Sunland Park Drive for use during construction.

- **To analyze Boundaries/Right-of-ways -$10,295.00- no tax - a tax-exempt letter must be provided**

- **Topographic and Improvement Survey - $18,325.00– not tax –**

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

Deliverables

- Provide a right-of-way, topographic and improvement survey Map reflecting all existing improvements, utility marks, underground and visible utilities, landscaping, roads, contours, right-of-way easements benchmarks (temporary), horizontal and vertical control.
- Provide a separate sheet for horizontal and vertical control.
- Provide the Final Triangulated Irregular Network (TIN) file.
  - Provide electronic files with the State's MicroStation Geopak system.
  (All MicroStation V8 2D and 3D files will be in U.S. survey feet).

"Exemptions"
The following is excluded unless otherwise requested; ALTA/ACSM Land Title Survey, Title commitment, representation through the Federal, State, City of El Paso, TxDot and County agencies; submittal fees, soils testing and investigation, elevation certificate, recording fees, lot staking, construction staking, and any other item not specifically listed in the above Scope of Services.

Completion
Barragan & Associates, Inc. will complete this project within 35 working days from the date of "notice to proceed".

Basis of Compensation
Barragan & Associates Inc. proposes the above scope of services, in the lump sum amount of **$28,620.00 no tax - must provide a tax-exempt letter.**

Additional Services
A separate proposal will be provided for any additional services.

consor

1501 N Mesa St.
El Paso, TX 79902
888.451.6822

August 4, 2025

Wsp
ATTN: Yannis Tassoulas, P.E.
125 Montoya Lane
Miramonte Industrial Park
El Paso, TX 79932

RE: EP Sunland Park Shared Use Path – 2025-0344R

Dear Mr. Tassoulas,

Consor Engineers, LLC (Consor) is pleased to provide the scope and fee for the Utility Management and Coordination for the EP Sunland Park Shared Use Path project. The proposed Scope of Work and Fee.

SCOPE OF WORK

Contract Management & Administration:

The Engineer shall:

A. Perform all work in accordance with the City's latest practices, criteria, specifications, policies, and procedure.
B. Prepare monthly written progress reports.
C. Document phone calls and conference calls as required during the project to coordinate the work for various team members.

Utility Management & Coordination:

Utility Services and Utility Easements:

Based on the design, the Engineer shall coordinate with all utilities stakeholders, including but not limited to the Public Service Board (PSB), Texas Gas, El Paso Electric, and TxDOT that will be affected by the proposed improvements. The City of El Paso shall submit all applications to the utilities. The City of El Paso shall pay all utility service fees. The Engineer will not pull the installation of service. The installation of the service shall be coordinated by the building contractor. Construction documents shall clearly show all utility company contacts and type of service requested. All utility service requests shall be submitted by the City of El Paso. The Engineer shall coordinate easements and/or vacations with City of El Paso staff and respective utility companies. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. Extension will not have any proposed water nor sanitary sewer utilities along the proposed corridor hence the Engineer will not be responsible for coordinating nor incorporating these designs into the final construction documents for bid advertisement under this scope.

Utility Coordination:

The Engineer shall be responsible for coordinating design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The Engineer shall be responsible to review all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The Engineer shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings (no more than 4 meetings) and correspondence that is sent between both the Engineer and utility companies the need and extent of relocation shall be determined. If a dispute arises the Engineer shall immediately setup

consor

1501 N Mesa St.
El Paso, TX 79902
888.451.6822

a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The Engineer in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However, each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The Engineer shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. 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 between the City of El Paso Project Manager and the utility company to resolve the dispute. The Engineer in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However, each utility company can request that the City of El Paso include as part of the street and drainage improvement bid package the relocation of their utility lines provided that the utility company signs an agreement with the City and funding is provided. The Engineer shall coordinate this effort with the utility companies and advise them of the City of El Paso policy to minimize pavement cuts on new roadways. 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. The Utility Engineer must maintain a utility layout in the current approved version of OpenRoads Civil Design system used by the City. This layout must include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout must be utilized to monitor the necessity of relocation and evaluate alternatives. The Utility Engineer must utilize the layout of existing utilities as prepared, if available. All documents and coordination efforts by the Engineer shall be complete by or before the final design phase due date. The Engineer shall submit all utility clearance letters from each of utility companies by or before the project is advertised for bid.

Construction Phase Services:
During the construction phase, the Engineer shall assist the Owner, on a time and materials basis, with but not limited to the following items:

A. Responding to all questions from the contractor (requests for information, RFIs)
B. Providing advice and recommendation to the Owner
C. Reviewing contractor technical submittals
D. Attend the weekly construction meeting, to be scheduled by the City Project Manager.

Estimated Lump Sum and Time of Material Fee:

We propose to provide the scope of work defined in this proposal for the estimated Lump Sum Fee of **$26,711.00** and construction phase services in Time and Material Fee of **$6,262.09**. A breakdown of our estimated fee is presented in Exhibit A within this proposal

Sincerely,
Consor Engineers, LLC

Amparo Ortega, P.E.,
Associate Vice President/Area Principal, Transportation
210-985-2620 | aortega@consoreng.com

Attachment: Lump Sum & Time and Material Fee

Firm Name: Consor Engineers, LLC
Exhibit D : Fee Schedule
Method of Payment: Lump Sum & Time and Material
Sunland Park Shared Use Path

Item - Task	Support Project Manager	Engineer in Training II	Utilities Coordinator	CADD Operator	Admin/ Clerical	Total LOE (Hrs)	Total Cost ($$)
Contract Rate (Hourly)	$297.95	$128.06	$142.29	$108.14	$85.37		
I. MANAGING CONTRACTED ADVANCE PROFESSIONAL ENGINEERING SERVICES							
TASK XXX - Project Management & Administration (Lump Sum)							
XXX.1 Contract Management and Administration							
Coordination with the City/Prime	2	4				6	$1,108.14
Prepare monthly written progress reports	2	4			6	12	$1,620.36
Monitor SUE sub consultant activities	6	8				14	$2,812.18
SUBTOTAL	**10**	**16**	**0**	**0**	**6**	**32**	$5,540.68
SUBTOTAL	**$2,979.50**	**$2,048.96**	**$0.00**	**$0.00**	**$512.22**		**$5,540.68**
TASK XXX - Utility Management & Coordination (Lump Sum)							
XXX.1 Utility Engineering and Coordination	10	32	24	40		106	$14,817.98
XXX.2 Review SUE QLA-QLD	6	20	8	8		42	$6,352.34
SUBTOTAL	**16**	**52**	**32**	**48**	**0**	**148**	$21,170.32
SUBTOTAL	**$4,767.20**	**$6,659.12**	**$4,553.28**	**$5,190.72**	**$0.00**		**$21,170.32**
XXXX Construction Phase Services (Time & Material)							
Attend preconstruction meeting	1					1	$297.95
Respond to RFIs	12	6				18	$4,343.76
Attend Construction meetings (no more than 8 one hour Meetings)	2	8				10	$1,620.38
SUBTOTAL	**15**	**14**	**0**	**0**	**0**	**29**	$6,262.09
SUBTOTAL	**$4,469.25**	**$1,792.84**	**$0.00**	**$0.00**	**$0.00**		**$6,262.09**
PROJECT TOTALS (CONSOR)	**$23,240.10**	**$19,977.36**	**$7,399.08**	**$9,516.32**	**$1,536.66**		**$32,973.09**

WSP USA Inc.
125 Montoya Road
El Paso, Texas 79932
T: 915-585-2472
www.WSP.com

July 29, 2025
WSP Proposal 25-04-13E
Revision 2

WSP
1601 South Mopac Expressway
Austin, Texas 78746

Attn.: Mr. Yannis Tassoulas, P.E.

Re: Geotechnical Study
Sunland Park Shared Use Path Project
Sunland Park Drive
El Paso, Texas

Dear Mr. Tassoulas:

In accordance with your request, WSP USA Inc. (WSP) has reviewed the scope of the referenced project for the purpose of submitting a cost proposal for a geotechnical study. The objective of this study will be to evaluate the physical properties of the soils underlying the site to provide recommendations for foundation and pavement design.

The details of the project, as understood by WSP, the proposed scope of work, fees, other contractual items, and schedule are presented in the following sections of this proposal.

1.0 PROJECT DESCRIPTION

It is our understanding that the project will consist of the construction of a shared use path consisting of covering the existing drainage channel along Sunland Park Drive extending from Cadiz Street to Mesa Street in west El Paso, Texas. The project will also consist of storm water drainage, pedestrian illumination, ADA and landscaping improvements along the project alignment. At present, the alignment runs along an open stormwater channel.

2.0 SCOPE OF WORK

2.1 UTILITY CLEARANCE

WSP will contact the appropriate one-call utility locate service for line location prior to initiation of field activities. Additionally, WSP requests coordination with the current site owner to provide information regarding the locations of buried utility lines including the layout of any existing subsurface structures within the proposed work areas. WSP will supplement on-call utility clearance services by conducting a ground penetrating radar (GPR) survey of the boring locations to ensure clearance of any buried utilities.

Regardless, we cannot retain responsibility for damage associated with lines that were not properly located prior to field operations and will provide any repair invoices to the client for reimbursement.

2.2 BORING SURVEYS

The layout of the borings and supervision of drilling and sampling operations will be performed by an experienced field professional. We will lay out our borings from existing survey monuments or surface features, based on the site plan provided by you. As requested, the surface elevations of the boring locations will be obtained for the project.

2.3 EXPLORATORY DRILLING

As requested, WSP will drill a total of two (2) borings at the project site using a truck-mounted drill rig equipped with hollow stem augers. The boring locations and proposed depths are summarized in the table below.

FIELD EXPLORATION - AUGER BORINGS			
QUANTITY	**DEPTH (FT.)**	**SAMPLING**	**LOCATION**
1	40	2.5′ intervals to 10′ 5′ intervals after 10′	Deep channel section near North Mesa
1	15	2.5′ intervals to 10′ 5′ intervals after 10′	At grade path alignment

Drilling conditions for the borings are anticipated to be difficult due to the presence of gravel and cobbles with a calcareous cementation. As a result, the borings will be terminated at shallower depths if we encounter refusal on rock, strongly cemented materials, or other obstructions. Sampling will be obtained by standard penetration testing methods and from auger cuttings. Other sampling methods will be used as appropriate including open-end drive sampling, Shelby tube sampling, or tube sampling by other methods. Drilling and sampling operations will be conducted in general accordance with the requirements of ASTM D 1452, D 1586, D 1587, and D 2488.

Borings will be backfilled with drilled cuttings, patched and the site will be restored as best practicable to the original condition.

2.4 LABORATORY ANALYSES

Laboratory tests will be performed as considered necessary for engineering analyses. Tests that may be necessary for the project include moisture content, specific gravity, density, particle size analyses, and Atterberg limits tests. Subsurface conditions and specific design criteria will be the basis for testing requirements.

Selected samples will also be tested for sulfates, chlorides, resistivity and pH to evaluate the corrosion potential of the soils along the alignment.

2.5 ENGINEERING ANALYSES & REPORT

Engineering analyses of the data collected in the field and laboratory studies will be made. An electronic copy of our geotechnical report will be submitted for the project and will include the following:

A. The logs of the test borings, a site plan showing the boring locations, and a description of procedures and equipment used in the boring program. Depth to groundwater, if encountered, will be presented on the boring logs.

B. Results of laboratory tests and a description of test methods.

C. Recommendations for foundation bearing pressures or capacities, foundation depths and geometries, and criteria for design for the resistance of lateral loads.

D. Estimated foundation settlements based on proposed loading conditions.

E. Guide specifications for site grading, compaction requirements, and methods for backfill.

F. Earth pressures and other criteria for the design of retaining walls and other earth retaining structures.

G. Special treatment recommended for any expansive soil, "collapsing" soil, man-made fills, or other moisture-sensitive materials that may be present beneath the site.

H. Discussion of geotechnical conditions for foundation and earthwork construction presented for use in the preparation of preliminary construction cost estimates.

I. Recommendations for flexible pavements.

4.0 FEES

WSP Proposes the fee for the scope of services, discussed in Section 2, on a lump sum basis. The lump sum fee for outlined geotechnical services is summarized in the table below.

Task	Lump Sum Fee
Shared Use Path alignment	$11,720.00

A breakdown of our fee is presented at the end of this proposal.

Additional charges which might arise from changes in project details and scope of work would be made based on our standard Fee Schedules, a copy of which can be provided upon request. Subcontracted services will have a 15 percent markup fee applied unless we have negotiated an alternate fee structure relative to the contracted work. The basic fee quoted includes the routine minor consultation with the prime professional and other members of the design team normally involved with this type of project and, if required, the submission of one addendum clarifying the details of the reports. Where extensive consultation or major addenda are necessary as a result of substantial changes in the project details, additional fees will be involved.

4.0 SCHEDULE

The schedule for the services defined in this proposal is indicated in the following table:

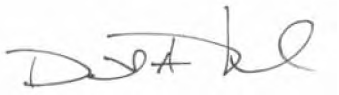
GEOTECHNICAL STUDY SCHEDULE OF WORK		
TASK	**TIME TO COMPLETE (DAYS)***	**TIME FROM NOTICE TO PROCEED (DAYS)***
Utility clearance, excavation permit, mobilize to Site	1	10
Field Study	2	12
Laboratory Testing, Report Writing, and Shipping/Delivery of Report	10	22

*Working Days (non-weekend, non-holidays)

This schedule assumes full access to the site and assistance as needed from the client to perform the work expeditiously. Additional time may be required if delays occur in receiving critical design input from design team members, or for delays or stoppage of work required by the client. Should you have any questions concerning this proposal, we would appreciate the opportunity to review and clarify.

Respectfully submitted,

WSP USA Inc.
Texas Registered Engineering Firm F-2263
Texas Registered Geoscience Firm 50184



David A. Varela, P.E.
Vice President

Reviewed by:

Jamie R. Barnes, P.G.
Vice President

Copies: Addressee (1) via email

Derivation of Fee – Shared Use Path

Task	Unit	Rate	Lump Sum Cost
Project Setup and Admin			
Principal Engineer	2	$200.00	$400.00
Clerical	6	$75.00	$450.00
		Subtotal	**$850.00**
Field Work- Utility Clearance			
Field Engineer – staking & utility clearance, excavation permit	8	$110.00	$880.00
GPR survey	1	$1,500.00	$1,500.00
Vehicle charge	1	$70.00	$70.00
		Subtotal	**$2,450.00**
Field Work – Soil Borings			
Field Engineer - field logging and oversight	8	$110.00	$880.00
Drill Rig	1	$3,120.00	$3,120.00
Traffic Control	1	$500.00	$500.00
Patch concrete/asphalt	1	$100.00	$100.00
Vehicle charge	1	$70.00	$70.00
		Subtotal	**$4,670.00**
Laboratory Testing	1	$1,760.00	$1,760.00
		Subtotal	**$1,760.00**
Reporting			
Principal Engineer	2	$200.00	$400.00
Staff Engineer	10	$110.00	$1,100.00
CADD	4	$85.00	$340.00
Clerical	2	$75.00	$150.00
		Subtotal	**$1,990.00**
Total Lump Sum Cost			**$11,720.00**

Laboratory Testing Summary*

Test	Unit	Unit Cost	Total
Moisture Content	8	$15.00	$120.00
Gradation	8	$85.00	$680.00
Atterberg Limits	8	$85.00	$680.00
Soil Corrosion Testing	1	$280.00	$280.00
Total Laboratory Testing			**$1,760.00**

*Maybe adjusted dependent on subsurface conditions

DEVELOPMENT ASSOCIATES

Regulatory
and
Life Safety
Consultants
* * *
Established
1997

8213-A
Shoal Creek Blvd.,
Suite 102
Austin, Texas
78757

Mailing Address
P.O. Box 9063
Austin, Texas
78766

(512) 459-2121

E-mail
mark@devassoc.net
chaynie@devassoc.net

www.devassoc.net

09-05-2025

Proposal of Services; El Paso Sunland Park SUP Accessibility

Mr Yannis Tassoulas, P.E.
WSP Engineers
1601 S. Mopac Expressway
Two Barton Skyway
Austin, Texas 78746

Subject: **ProWag & TAS Accessibility Review & Inspection Services**

Dear Mr. Tassoulas,

Development Associates is pleased to submit to our proposal of professional services for the requested site/accessible route improvement project for the El Paso Sunland Park project. Development Associates has a long history with ROW improvements with the City of Austin, City of Round Rock, City of Cedar Park, City of Hutto, and we'd be delighted to be on your team.

With our 28 years of experience with Accessibility within the State of Texas and guided by our posted fee chart at www.DevAssoc.net/Services, we propose the following professional fees to guild in the Review of this project as well as conducting an in-person Inspection as required by State statutes.

$265 Project Registration; not requested in this proposal, but per our corporate charts, would include the $175 TDLR flat filing fee plus our $90 audit & performance fee.

$565 Plan Review; report transmitted to client & uploaded to TDLR

$760 Final Inspection: report transmitted to client & uploaded to TDLR as well as project Close-Out proceedings.

$2260 Travel Reimbursement ($1860 travel time: 12 hrs @ $155/hr) + $300 estimated airfare & airport parking, + $100 car rental & gas for this all-day Final-Inspection.

$3,850 Total Proposal of fees as-requested

Please note that our Proposal pricing is set once Designer acknowledges award of Project to us/the team. Proposals are honored for a minimum of six (6) months before our fee structure might be subject to change if Proposal has not been accepted and such change has occurred as posted on our website at **www.DevAssoc.net/services**

DEVELOPMENT ASSOCIATES

Please do not hesitate to contact us if there are any questions & thank you for including us!

Mark S. Robinson, RAS #1561
Principal RAS / President, **Development Associates of Texas, Inc.**
www.DevAssoc.net since 1997

Regulatory
and
Life Safety
Consultants
* * *
Established
1997

8213-A
Shoal Creek Blvd.,
Suite 102
Austin, Texas
78757

Mailing Address
P.O. Box 9063
Austin, Texas
78766

(512) 459-2121

E-mail
mark@devassoc.net
chaynie@devassoc.net

www.devassoc.net

August 4, 2025

WSP USA Environment & Infrastructure Inc.
ATTN: Yannis Tassoulas, PE
125 Montoya Road
El Paso, TX 79932

VIA E-MAIL

Re: Subsurface Utility Engineering Services
Sunland Park Shared Use Path, El Paso, TX

Dear Mr. Tassoulas:

Cobb, Fendley & Associates, Inc. (Cobb Fendley) is pleased to provide this scope and fee for the Subsurface Utility Engineering (SUE) services associated with the project referenced above. The proposed Scope of Services and Basis of Compensation are outlined below.

Project Limits: A Total of six (6) Test Holes (SUE Level A) will be performed at selected locations by WSP. Additionally, Designating (SUE Level B) will be performed within the area marked in the Exhibits below.

SCOPE OF SERVICES – SUE

CobbFendley personnel are certified in work zone safety and confined space entry. Permitting and standard traffic control, if required for this project, will be considered reimbursable expenses. Should 'non-standard' traffic control be required (police officer present, night work, arrow board, etc…) these services will also be considered extra.

All Subsurface Utility Engineering services are completed by CobbFendley employees and the work is performed in accordance with ASCE 38/02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

Quality Level D – Existing Records: Utilities are plotted from review of available existing records.

Quality Level C – Surface Visible Feature Survey: Quality Level "D" information from existing records is correlated with surveyed surface-visible features.

Quality Level B – Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. A more detailed description of our designating services is provided below.

Quality Level A – Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through Test Holes and measuring and recording (to appropriate survey control) utility/environment data. A more detailed description of our test hole locating services is provided below.

SUE Level B: Designating

Using SUE Level D and C information & utility contacts (By Others), CobbFendley will map existing utilities to SUE Quality Level B (Designation) within the project limits. A detailed description of utility designating services, SUE Level B, is provided below.

Survey activities associated with SUE Level B services will be completed in accordance with the Minimum Standards for Surveying in Texas and under the direction of a Texas Registered Professional Land Surveyor. The herein specified services shall be performed according to the Minimum Standards of Land Surveying in the state of Texas and per the requirements of the Texas Society of Professional Surveyors Manual of Practice for Land Surveying.

1. Designate means to record and mark the horizontal location of the existing toneable utility facilities and their service laterals to existing buildings using non-destructive surface geophysical techniques. A non-water base paint, utilizing the APWA color code scheme, will be used on all surface markings of underground utilities.

2. Correlate utility owner records with designating data and resolve discrepancies using professional judgment. CobbFendley will update the existing utility facility plan (if applicable) with designated utilities, utility owner names, quality levels, line sizes and subsurface utility locate (test hole) locations if applicable. It is understood by both CobbFendley and EPWater that the line sizes of designated utility facilities detailed on the deliverable are from the best available records and that an actual line size is normally determined from a test hole through vacuum excavation. A note will be placed on the designate deliverable only that states "lines sizes are from best available records". This information will be provided in AutoCAD format.

3. Clearly identify all utilities that were discovered from previous investigations and record information but cannot be depicted in quality level B standards. These utilities will have a unique line style and symbology in the designate (Quality Level B) deliverable.

4. Comply with all applicable City/State policy and procedural manuals.

Fee Associated with SUE Level B Services: $25,320.00

SUE Level A: Locating (Test Hole)

CobbFendley will perform Utility Test Holes (potholes) at locations chosen by WSP. For each requested Test Hole (TH), CobbFendley will use its vacuum excavation truck to safely remove material at each Test Hole location. **Each Test Hole will be performed to a maximum of Ten (10) feet.**

Prior to beginning field locating activities, CobbFendley's field manager will contact the applicable "One Call" agency and coordinate with utility owner inspectors as may be required by law or utility owner policy. Once these initial tasks are complete, the field manager and technicians will begin locating the specified utilities at the specified locations. Any pavement present will be neatly cut and removed, such that the cut does not exceed 0.10 square meters (1.076 square feet), unless unusual circumstances exist. Soil will then be safely removed using vacuum excavation techniques in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Once the subject utility is exposed, CobbFendley technicians will measure and record following data:

- Utility facility type and configuration;
- Utility facility material(s);
- Utility facility condition;
- Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems;
- Coating/wrapping information and condition;
- Elevation to top and bottom of utility;
- Elevation of existing grade over utility;
- Horizontal location;
- Pavement thickness and type, if present;
- Any unusual circumstances or field conditions.

Once data collection is complete, CobbFendley technicians will furnish and install a permanent above ground marker directly above center line of the utility facility. This marker will serve as a reference point to tie the vertical and horizontal location of the test hole to the project coordinate system and elevation datum. Each excavation will then be backfilled with native material, compact by mechanical means, and pavement/surface material restored. CobbFendley will also provide complete restoration of the surrounding work site and/or landscape to equal or better condition than before excavation.

CobbFendley is responsible for any damage to the utility during the locating process. In the event of damage, CobbFendley shall stop work, notify the appropriate utility facility owner, Client project manager, and appropriate regulatory agencies. CobbFendley will not resume work until the utility facility owner has determined the corrective action is satisfactory.

CobbFendley will perform all surveying that is required for collection of location and elevation data at each test hole. A minimum of two benchmarks will be utilized. Elevations will be taken within an accuracy of 1-inch (2.54-cm) unless a more precise tolerance is specified.

Using the collected data, CobbFendley will develop an appropriately formatted data sheet for each completed test hole. The locations of each test hole will be mapped to the project coordinate system using the Clients preferred project control and CAD standards. The Client will provide CobbFendley a base map/topographic file in AutoCAD format for use in preparing the deliverable.

The following Utilities were found through an 811-Call made.

- Spectrum
- Conterra Ultra Broadband LLC
- El Paso Electric Company
- El Paso Water Utilities
- Crown Castle
- MCI
- AT&T
- Texas Gas Service
- Cogent – Sprint

Fee Associated with SUE Level A Services:	$10,430.00
Additional Test Hole (1'-4'):	$1,545.83/Test Hole
Additional Test Hole (5'-7'):	$1,930.83/Test Hole
Additional Test Hole (8'-10'):	$2,315.83/Test Hole

Deliverables

SUE LEVEL "B" deliverables will include:

- SUE Drawing in DWG & PDF format. This deliverable will contain utilities marked accordingly per SUE level B.

SUE LEVEL "A" deliverables will include:

- Test Hole Data Sheets in PDF format;
- Test Hole locations drawing in AutoCAD Civil 3D format.

Assumptions

- Survey efforts included in fee shown above.
- Standard Traffic Control & Permitting is included in fee shown above.

- Test Hole Data Sheets are included in fee shown above.
- Accessibility to the location of the Test Holes is available.

Services to be provided by WSP

The Client shall furnish the following information, as available, at no cost to CobbFendley:

1. Provide plans showing the project limits, alignment, benchmarks, project control data, profile, cross section information and test hole locations (if applicable).
2. Lists of utility and/or agency contact persons, if known.
3. Other available utility information or assistance as appropriate.
4. Provide utility line style and symbology CAD Standards, if desired.
5. Provide Right-of Entry (ROE).

Schedule

CobbFendley can commence work within two (2) weeks of receiving the fully executed Subagreement & notice to proceed (NTP). Field work (Test Holes) must be preceded by a "One Call" ticket and a mandatory 48-hour clearance period.

Basis of Compensation

The total estimated fee to complete the scope of work described herein is **$35,750.00 plus any additional Test Hole requested by the Owner.**

If this summary is acceptable, please forward an authorization to proceed. If you have any questions or comments, please do not hesitate to contact us.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

Jesus A. Ramos, Jr., P.E.
Senior Project Manager

Cc: Sean Wolfe, P.G., Principal-In-Charge

WSP

_____
Signature

_____
Name & Title

_____
Date

Exhibit "A" – Vicinity Map

END OF SCOPE

Proposal - Cultural Resource Investigations
Sunland Park Drive Shared Use Path Improvements from Cadiz Street to North Mesa Street, El Paso, Texas
Revised August 5, 2025

PROJECT DESCRIPTION

WSP has requested a scope of work and cost estimate from Environmental Research Group, LLC (ERG) to conduct cultural resources investigations for proposed improvements along Sunland Park Drive on El Paso, Texas. The project length is approximately 0.64 miles. Currently, the depths of impacts and exact project footprint are unknown. The proposed project setting is urban/suburban, and land uses include commercial and residential properties. Portions of the proposed project intersect the Elephant Butte Irrigation District, a National Register District. Much of the proposed project area is covered with impervious surfaces, such as the concrete ditch/canal with one area of exposed rocky ground surface. The project will require City of El Paso and TxDOT oversight.

PROJECT SCOPE

Task 1: Archeological Studies

A) ERG will review the Texas Historical Commission (THC) sites atlas to determine if any previously recorded sites or archeological surveys occur within or near the proposed project area. The location of any previously recorded sites and surveys will be plotted onto USGS 7.5-minute topographic maps for use in the compliance coordination process. Archeologists will also consult the USDA NRCS soil survey maps, relevant aerial photography, historical maps, land use maps, and the Geologic Atlas of Texas to assess the likelihood for unrecorded archeological resources and make recommendations regarding the need for field surveys. The results of this effort will be integrated into a background study report that conforms to TxDOT's *Review Standards for Archeological Background Studies* for review and comment by TxDOT-ENV.

Task 2: Historical Studies

A) ERG shall prepare a Project Coordination Request for Historical Studies Project (PCR) for review and comment by TxDOT-ENV, using the current (May 2024) version of the PCR form and standards.

B) As part of the PCR, ERG shall perform a records search of the APE to identify non-archeological historic properties that have been previously listed in the National Register of Historic Places (NRHP), are designated as Recorded Texas Historical Landmarks, as State Antiquities Landmarks, County Historic Landmarks, or have been evaluated for NRHP eligibility by other available historic surveys. ERG will review other available archival sources, such as historic maps and/or aerial photographs, to locate previously unidentified potential historic resources in the project's Study Area. Reviews will be conducted to determine whether any historic or historic-age canals are also located within the project study area.

SCHEDULE

To be determined in consultation with Client.

ASSUMPTIONS AND CONDITIONS

The following is a list of assumptions on which the project costs are based. Any work not discussed in the tasks above may be considered outside of this scope and may require a supplemental agreement or fee adjustment.

- It is assumed that the evaluated design will be consistent with the spatial dimensions described above.
- WSP will clearly define the location and dimensions of the proposed project prior to desktop studies. WSP will provide ERG with geo-referenced ArcGIS shapefiles of the project footprint prior to any work to allow for the preparation of the documents.
- ERG anticipates up to one round of design updates/changes from WSP.
- Relevant comments will be addressed. It is assumed that no more than one draft copy and one final copy of the documents being submitted to WSP will be produced in electronic format in PDF and Word formats.
- The drainage ditch located adjacent to Sunland Park Dr. is contributing to the Elephant Butte historic district. The contributing features are all closer to the Rio Grande. The drain in the project area isn't identified on the USGS map (unlike named irrigation drains and canals), therefore, the ditch is not part of the historic district. Most of this irrigation district is in New Mexico, by the way, it's just a little tail that is in Texas. Therefore, a historic resources research design, survey, and historic resources survey report is not recommended.
- The scope does not include mitigation for adverse effects, development of agreement documents, Section 4(f) evaluations, or other services beyond establishing Section 106 NRHP effect.

COMPENSATION

Client will compensate ERG on a lump sum price basis (LUMP) of **$8,288.52**. ERG will invoice WSP monthly. A cost breakdown is provided below.

TASK DESCRIPTION	Support Manager	Quality Manager	Senior Archeologist-Principal Investigator	Senior Historian	Archeologist IV	Architectural Historian	Senior Project Controller	GIS Operator	Admin/Clerical	TOTAL HRS.	TOTAL LABOR HRS. & COSTS
Historic Resource Identification, Evaluation and Documentation Services										0	$ -
Draft and Final Historic Resources Project Coordination Request	2	2		12		12	2	6	2	38	$ 3,889.60
Archeological Background Study										0	$ -
Draft and Final Archeological Background Study	2	2	12		12		2	10	2	42	$ 4,398.92
HOURS SUB-TOTALS	4	4	12	12	12	12	4	16	4	80	80
CONTRACT RATE PER HOUR	$ 157.96	$ 135.52	$ 131.08	$ 120.00	$ 99.94	$ 93.65	$ 88.02	$ 75.22	$ 55.74		
TOTAL LABOR COSTS	$631.84	$542.08	$1,572.96	$1,440.00	$1,199.28	$1,123.80	$352.08	$1,203.52	$222.96		$8,288.52
% DISTRIBUTION OF STAFF HOURS	5.0%	5.0%	15.0%	15.0%	15.0%	15.0%	5.0%	20.0%	5.0%		
SUBTOTAL (FC 120)	$631.84	$542.08	$1,572.96	$1,440.00	$1,199.28	$1,123.80	$352.08	$1,203.52	$222.96		**$8,288.52**
Total Project Hours	4	4	12	12	12	12	4	16	4	80	80
Project Totals	$631.84	$542.08	$1,572.96	$1,440.00	$1,199.28	$1,123.80	$352.08	$1,203.52	$222.96		**$8,288.52**
Total Project % Distribution of Staff Hours	5%	5%	15%	15%	15%	15%	5%	20%	5%		

TASK 1900 Irrigation

July 29th, 2025

Yannis Tassoulas
WSP

Re: Landscape Irrigation Design Services for Sunland Park SUP Project

Mr. Yannis:

This proposal is based on meetings and emails between WSP representatives and Robert Oberdorfer and Rodolfo Mariscal from Sites Southwest regarding landscape Irrigation design services for the Sunland Park SUP Project. Thank you for your continued confidence in our firm. This proposal includes irrigation design for the scope of the project.

We have assumed that the work will be conducted with reviews by both the City of El Paso and TxDOT Representatives. Below is a more detailed Scope of Services.

SCOPE OF SERVICES

1. Design
The Irrigation Design for Sunland Park SUP Project involves development of Schematic design, Preliminary, Pre-Final and Final Design Construction Documents for Landscape Irrigation. Irrigation design for the project will be based on our discussions with WSP, City of El Paso representatives and the city's guidelines for SUP. Following coordination meetings and evaluation of the proposed landscape design by WSP, the design development process will begin. The phases of work are as follows:

- **Schematic Design (30%)-** Sites Southwest will initially ensure that we are meeting the goals of the city and TxDOT. We will then provide a preliminary conceptual layout and schedule of proposed irrigation equipment for the Project. If necessary, we will attend a review meeting and receive comments on this layout and proposed equipment.
- **Preliminary Design Development (60%)-** Upon approval of the Concept, we will begin preliminary design plans. This plan will include Irrigation Master Plan, and details and notations. The Irrigation Master Plan will show general irrigation concepts including point-of-connection, outlet types, pipe layout and a legend. A preliminary opinion of probable cost will be provided.
- **Construction Documents Development (95% & 100% Complete) –** Following receipt of comments on the Preliminary Design, we will proceed to the Prefinal Documents. Plans for this phase will be substantially complete with only minor changes anticipated after 95% reviews. After we receive comments on the Prefinal plans we will proceed to the Final Construction Documents (100% complete). The deliverables for this stage of work will include Irrigation Plans, as well as detail sheets and pertinent notes. All the work will be developed digitally in AutoCAD and all plans will be drawn to-scale. After the final review, we will stamp a final plan set for bidding and construction (100%). A final opinion of probable construction costs will also be provided.

Bidding Phase services include plan clarifications and preparation of addenda. Our fee also includes direct costs outlined on the accompanying spreadsheet.

Design Phase Subtotal: $11,375.00 Lump Sum

2. Construction Phase Services
Construction Phase services include attendance at a pre-construction meeting, coordination with the Contractor, four (4) construction observation site visits and associated construction observation reports. This task also includes as-built/ record drawings, a punch list inspection and a back-check inspection to ensure the contractor has complied with the design and punch list. Direct Costs associated with the Construction Phase have been included in this phase.

Construction Phase Subtotal: $3,670.00

Total Fees: $15,045.00

We have completed this proposal using our current fully burdened rates. If this proposal is acceptable, please provide us with an acceptance letter or purchase order number. This fee estimate is subject to renegotiation if not accepted within thirty (30) days. Items additional to those outlined in the above scope of services items will be invoiced based on the fee schedule in effect at the time we perform those services. We look forward to completing this project for you.

Sincerely,

Robert Oberdorfer,
Project Manager/Landscape Architect

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"2025-0344R AE Services for the Sunland Park Shared Use Path Project"** 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 **"2025-0344R AE Services for the Sunland Park Shared Use Path Project"** hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$799,621.05** 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

Pre-Design report	**$211,654.10**
60% Design	**$183,034.10**
95% Design	**$183,864.10**
100% Design	**$43,246.04**
SUE QL-B	**$25,320.00**
SUE QL-A	**$10,430.00**
RAS Inspection	**$3,020.00**
Other direct expenses	**$12,086.80**
Bid & Construction	**$92,008.40**
Total	**$799,621.05**

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 pursuant to Article III of the Agreement and 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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/2/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 FAX (A/C, No): E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com
INSURED WSPGLOB-01 WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Liberty Insurance Corporation 42404 INSURER B : Zurich American Insurance Company 16535 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 273869820 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		GLO9835819-12	5/1/2025	5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,500,000 $ 3,500,000 $ 10,000 $ 3,500,000 $ 14,000,000 $ 7,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		AS7-621-094060-035	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-62D-094060-015 WA7-62D-095609-075 WC7-621-094060-915	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: Project Number: 2025US372004 | Project Description: Professional Services

The Owner / City of El Paso is included as Additional Insured with respect to the General Liability and Automobile Liability policies, as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell, 2nd Floor
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2025

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 300 Madison Ave 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C, No, Ext): 212-994-7020 FAX (A/C, No): E-MAIL ADDRESS: ggb.wspus.certrequests@ajg.com
INSURED WSPGLOB-01 WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : QBE Specialty Insurance Company 11515 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1399485389 **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	
	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	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2024	11/1/2025	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: Project Number: 2025US372004 | Project Description: Professional Services.

CERTIFICATE HOLDER

City of El Paso
218 N. Campbell, 2nd Floor
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

File #: 25-1229, **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
Public Health, Veerinder Taneja, (915) 212-6502
Public Health, Sara Cera, (915) 212-6502

AGENDA LANGUAGE:

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

A Resolution that the Mayor is authorized to sign the Interlocal Agreement Renewal between the City of El Paso and El Paso County for the City to provide Mass Prophylaxis Dispensing through a Closed Point of Dispensing. This will extend the interlocal agreement through September 28, 2027.

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

DEPARTMENT: Public Health

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Veerinder Taneja **PHONE NUMBER:** 1-915-212-6502

2nd CONTACT PERSON NAME: Sara Cera **PHONE NUMBER:** 1-915-212-6502

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL:

8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

A resolution that the Mayor is authorized to sign the Interlocal Agreement Renewal between the City of El Paso and El Paso County for the City to provide Mass Prophylaxis Dispensing through a Closed Point of Dispensing.

BACKGROUND / DISCUSSION:

This is a renewal of the Interlocal for a Closed Point of Dispensing entered on September 28, 2021.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Approved the original Interlocal September 28, 2021.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Veerinder Taneja

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

RESOLUTION

WHEREAS, on September 28, 2021, the El Paso County (County) and the City of El Paso (City) entered into an Interlocal Agreement ("Interlocal") pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to the Interlocal, City provides Mass Prophylaxis Dispensing through a Closed Point of Dispensing; and

WHEREAS, the parties desire to exercise their option to renew the Interlocal and to extend its expiration date to September 28, 2027.

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

THAT the Mayor is authorized to sign the Interlocal Agreement Renewal between the City of El Paso and El Paso County.

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 M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Veerinder Taneja, Director
Department of Public Health

HQ#: 25-5331-DPH | TRAN-615277 | MMH

STATE OF TEXAS)
COUNTY OF EL PASO)

OPTION TO RENEW
INTERLOCAL AGREEMENT

This Option to Renew Interlocal Agreement (this "*Renewal")* is entered into by and between El Paso County ("*County")*, and City of El Paso ("*City")*. County and City may be referred to singularly as a "party" or, collectively, as the "parties."

RECITALS

Whereas, the parties entered into an Interlocal Agreement on the 28th day of September 2021, for Mass Prophylaxis Dispensing Closed Point of Dispensing, lasting until September 28, 2025, with the option for a two-year renewal (Contract No. 2021-0651).

Whereas, the Parties now desire to exercise the option to renew the Agreement as permitted under the Agreement.

AGREEMENTS

1. This renewal period shall expire on September 28, 2027.

2. All other terms and conditions of the Agreement remain the same.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties execute this Option to Renew Interlocal Agreement on the____day of___, 2025.

ATTEST:

County Clerk

EL PASO COUNTY

County Judge Ricardo A. Samaniego

APPROVED AS TO CONTENT:

CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Veerinder Taneja, Director
Department of Public Health

Original Contract: 2021-0651
Option 1: 2025-0682

File #: 25-1272, **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 Lily Limón, (915) 212-0007

AGENDA LANGUAGE:

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

Elizabeth Barron to the Americorps Seniors Advisory Council 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	10/14/25
Name of Board	Americorps Seniors Advisory Council

Agenda Posting Language

Appointment of Elizabeth Barron to the Americorps Seniors Advisory Council by Representative Lily Limón, District 7.

Appointment Type	Regular

Member Qualifications

Mrs. Barron has demonstrated a lifelong commitment to public service and ethical leadership. She served as a board member of the County Ethics Boards and has been active voice for her peers and community, especially among residents of her generation. Her experience, dedication and community involvement make her an excellent addition to the Americorps Senior Advisory Council.

Nominee Name	Elizabeth Barron
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	Robert Muñoz
Reason for Vacancy	Resigned
Date of Appointment	10/14/25
Term Begins On	10/14/25
Term Expires On	02/27/26
Term	Unexpired Term

ELIZABETH BARRON

[redacted]

OBJECTIVE: **Part-Time Teacher's Assistant**

EMPLOYMENT HISTORY

Instructional Aide, Ysleta Independent School District, El Paso, TX 2000 – 2024

- 2000 – 2009: Plato Academy
- 2009 – 2023: Cesar Chavez Academy

Assisted teachers and tutored students to help them achieve their goals and a higher quality of life.

Receptionist, Ruben Enriquez Insurance, El Paso, TX 1998 – 1999

- Customer service, file clerk, completed required forms for clients.

Volunteer, Del Valle High School, El Paso, TX 1992 – 1996

- Student Monitor and File Clerk

Volunteer, Graffiti Busters, El Paso, TX 1992 – 1996

- Assisted in removal of graffiti

EDUCATION

- Associate of Arts, General Studies, El Paso Community College, El Paso, TX – completion of 45 hours including
  - Microsoft Office
  - Introduction to Computers and Applications

SPECIAL RECOGNITON

- Graffiti Busters – 1994
- City Council, City of El Paso – 1993
- Del Valle High School I- 1993
- Mission Valley Elementary School – 1993
- Del Valle High School - 1992

[redacted]

Elizabeth Barron

Objective Employment With Ysleta Independent School District

Experience

1998–1999 — Ruben Enriquez Insurance — El Paso, TX
Receptionist
- Customer Service.
- File Clerk.
- Form Filler.

1992–1996 — Del Valle High School — El Paso, TX
Volunteer Work
- Student Monitor.
- File Clerk.

1992–1996 — Graffiti Busters — El Paso, TX
Volunteer Work
Eliminating and working towards the solution of the graffiti problem.

Education

1989 — El Paso Community Collage — El Paso, TX
- General Educational Development (GED).
- Introduction to Computers & Applications (3 Credits).
- Microsoft Office 97 Course Completed.

Interests Reading, aerobics, community activists, computers. and working with students.

Awards

El Paso, TX
- 1994 Graffiti Busters.
- 1993 The City council of the city of El Paso.
- 1993 Del Valle High School
- 1993 Mission Valley Elementary School
- 1992 Del Valle High School

Comments:

- I enjoy working with students; to me helping students is self-gratifying. Education to me is very important. I will try to help students achieve their goals because through education improvement, a higher quality of life is achieved.

Certificate of Appreciation

This certificate is awarded to

Elizabeth Barron

El Paso County Board of Ethics

In recognition of your leadership and contributions
To the County of El Paso Board of Ethics
October 1, 2007 to September 30, 2009.

Kristine Moore

Kristine Moore, Chairperson

THE CITY COUNCIL OF THE CITY OF EL PASO
HEREBY ISSUES THIS CERTIFICATE OF

APPRECIATION

FOR OUTSTANDING SERVICE TO THE COMMUNITY

TO

ELIZABETH BARRON
Del Valle Graffiti Task Force

for your dedication to this community and for demonstrating in many ways your deep and genuine love for the City. Your role in eliminating and working towards a solution to the graffiti problem for the past five years has earned you the respect of civic leaders and the affection of area residents.

By order of The City Council
March 16, 1993

MAYOR
William S. Tilney

File #: 25-1234, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

AGENDA LANGUAGE:

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

Megan Sesker to the Animal Shelter Advisory Committee 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	10/14/25
Name of Board	Animal Shelter Advisory Committee

Agenda Posting Language

Appointment of Megan Sesker to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.

Appointment Type	Regular

Member Qualifications

A person whose duties include daily operations of the Animal Shelter Advisory Committee.

Nominee Name	Megan Sesker
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	[redacted]
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

[redacted]

Previous Appointee	N/A
Reason for Vacancy	Term Expired
Date of Appointment	10/14/25
Term Begins On	06/24/25
Term Expires On	06/25/29
Term	First Term

MEGAN SESKER

CONTACT

SKILLS

- Budgeting and financial management
- Project management
- Strategic planning
- Relationship building
- MIssion and vision

PROFESSIONAL SUMMARY

Strategic leader with expertise in budgeting, project management, and relationship building. Skilled at aligning mission and vision with operational goals.

EXPERIENCE

April 2024 - Present

Executive Director

Trev's Ranch, El Paso, TX

- Provide leadership in setting goals and objectives, creating policies, and developing procedures for the organization.
- Collaborate with Board of Directors to ensure alignment between organizational mission and vision, core values, and operations.
- Represent the organization at meetings, conferences, and events.

October 2005 - February 2015

Professor

University of Phoenix, Remote

- Utilized instructional technologies to enhance effective learning.
- Created and implemented assessment tools to measure student learning.
- Administered course evaluations, graded assignments, and completed midterm and final exams.
- Provided documented feedback to students on level of performance based on course outcomes.
- Encouraged class participation and managed classroom interactions, establishing environment that encourages learning.

EDUCATION

Juris Doctor (J.D.)

University of Kansas School of Law, Lawrence, KS

Bachelor of Arts (B.A.) in Criminal Justice

Grand View University, Des Moines, IA

VOLUNTEER EXPERIENCE

April 2025 - Present

Volunteer

El Paso Community Foundation, El Paso, TX

- Distributed pet supplies to local pet pantries throughout the city.
- Assisted in organization and distribution of pet supplies to local animal rescues.

October 2023 - Present

Volunteer

El Paso Animal Services, El Paso, TX

- Observed rules and safety regulations of organization while carrying out assigned tasks.
- Organized and assisted with events, activities and programs to drive outreach initiatives.
- Strengthened organizational and time management skills by balancing volunteer commitments with personal responsibilities.
- Demonstrated interpersonal abilities by working collaboratively with staff and other volunteers on various projects.

AWARDS

- Volunteer of the Year, El Paso Animal Services
- MVP Foster, El Paso Animal Services

File #: 25-1275, **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) 212-0021

AGENDA LANGUAGE:

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

Kirk Clifton to the Historic Landmark Commission 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	10/14/25
Name of Board	Historic Landmark Commission

Agenda Posting Language

Kirk Clifton to the Historic Landmark Commission by Mayor Renard U. Johnson.

Appointment Type	Regular

Member Qualifications

A person whose duties include daily operation of the Historic Landmark Commission

Nominee Name	Kirk Clifton
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[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	Jennifer Countryman
Reason for Vacancy	Term Expired
Date of Appointment	03/14/25
Term Begins On	03/14/25
Term Expires On	03/13/27
Term	First Term

Kirk M. Clifton

AICP / MBA

[redacted] [redacted] [redacted] LinkedIn Profile

Professional Summary

Dynamic and accomplished leader with a proven track record in managing complex tasks within cross-functional environments across public and private sectors. Adept at stakeholder collaboration, strategic problem-solving, and fostering team-driven success. Seeking an opportunity to leverage expertise, enhance organizational impact, and explore new and innovative areas of leadership.

Key Skills

- Professionally licensed Land Use Planner
- Consensus Building & Stakeholder Engagement
- Strategic Planning & Execution
- Collaborative Problem-Solving
- Effective & Positive Communication
- Cross-Functional Teamwork
- Leadership & Motivation
- Internal/External Affairs & Relationship Management

Professional Experience

Senior Vice President
Franklin Mountain Management, El Paso, TX
March 2023 – Present

- Collaborate with ownership and C-Suite Executives and stakeholders to drive organizational growth and efficiency.
- Develop and implement land use planning strategies to enhance property development and regulatory compliance.
- Lead strategic initiatives and oversee operations for Franklin Mountain Management, supporting Franklin Mountain Investments and its portfolio companies.
- Oversee construction management efforts, ensuring successful project execution, cost control, and quality standards.

Development Services & Land Use Planning, Associate Vice President
Souder Miller & Associates, El Paso, TX
January 2022 – March 2023

- Managed and maintained strong relationships with private-sector clients across six states.
- Oversaw land use planning functions and strategic development initiatives.
- Supported a wide array of engineering, environmental, surveying, and geomatics projects.

Manager, Corporate Development
El Paso Electric Co., El Paso, TX
January 2012 – January 2022

- Led high-impact corporate planning and development initiatives.
- Directed business process improvements and complex cross-functional projects.
- Developed and executed the Corporate Strategic Plan (2020).
- Delivered major projects on time and under budget with measurable success.

Director of Planning, Business Development, & Government Affairs
Zia Engineering & Environmental Group, Las Cruces, NM
September 2009 – January 2012

- Expanded client base and led major real estate and civil development projects.
- Directed government affairs efforts to foster regulatory consensus.
- Provided key leadership in planning, development, and stakeholder engagement.

Chief Executive Officer
Logos Development – Real Estate & Private Equity, Las Cruces, NM
September 2004 – September 2009

- Grew the company from startup to nearly 100 employees and consultants.
- Spearheaded operations, financial wealth-building, and investor relations.
- Led strategic expansion, achieving a 200% increase in profits.

Chief Development/Land Use Planning Administrator
City of Las Cruces, Las Cruces, NM
May 1994 – September 2009

- Managed large-scale residential, commercial, and industrial development projects.
- Facilitated public engagement and consensus-driven conflict management.
- Led process improvements to streamline city planning and zoning ordinances.

Education & Certifications

Graduate Certificate, Public Utility Regulatory Economics
New Mexico State University, Las Cruces, NM – August 2018
Master of Business Administration (MBA)
University of Texas at El Paso – August 2014
Bachelor of Science, City & Regional Planning
New Mexico State University, Las Cruces, NM – May 1994

Certifications:

- AICP (American Institute of Certified Planners – #015647)
- PMP (Project Management Institute – Certified Project Manager)
- Member, American Planning Association
- Member, Texas Chapter and New Mexico, American Planning Association

Professional Involvement & Leadership

- Chairman, City of Las Cruces Planning & Zoning Commission
- Past President, Las Cruces
- BorderPlex Alliance Regional Economic Development – Regional Planning Task Force
- Greater El Paso Chamber of Commerce – Infrastructure & Development Committee
- National Eagle Scout Association

File #: 25-1245, **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 August 21, 2025 - September 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: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Sasho Andonoski **PHONE NUMBER:** (915) 212-1092

2nd CONTACT PERSON NAME: Sara Cera **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of August 21, 2025 – September 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	Researchtx	9/5/2025	$ 63.45	for litigation division to request copies of files for a pending lawsuit against the CoEP
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/21/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/21/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/25/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/25/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/26/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	8/26/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/3/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/8/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/9/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/9/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/10/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/15/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/15/2025	$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/17/2025	$ 7.50	Fee for uploading records to the AG portal.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Leyva Jacqueline	Attorney General Of Te	9/17/2025	$ 7.50	Fee for uploading records to the AG portal.
CITY ATTORNEY	Villegas Bergen	Epshrm	8/23/2025	$ 40.00	Purchase of full registration to attend in-person SHRM seminar on "HR Ethics and Your Responsibilities as a Leader" for the Assistant to the City Attorney, Angela Riggs.
CITY ATTORNEY	Villegas Bergen	Southwestai	8/26/2025	$ 330.97	Purchase of round-trip flight for Open Records Coordinator, Erica Gandara, to attend Open Government Conference in Austin in December 2025.
CITY ATTORNEY	Villegas Bergen	Southwestai	8/26/2025	$ 330.97	Purchase of round-trip flight for Open Records Coordinator, April Cervantes, to attend Open Government Conference in Austin in December 2025.
CITY ATTORNEY	Villegas Bergen	Southwestai	8/27/2025	$ 70.19	Charge is for a Assistant City Attorney, Carlos Gomez-Baca flight change, reflecting Southwest's new policy raising modification fees on Basic (Wanna Get Away) fares.
CITY ATTORNEY	Villegas Bergen	Tmcec	8/28/2025	$ 150.00	Purchase of TMCEC Legislative Updates Webinar, for Assistant City Attorney, Wendi Vineyard, to watch and earn CLEs.
CITY ATTORNEY	Villegas Bergen	Southwestai	9/3/2025	$ 348.92	Purchase of round-trip flight for Assistant City Attorney, Eric Gutierrez, to attend Open Government CLE in Austin, Texas.
CITY ATTORNEY	Villegas Bergen	State Bar Tx-Cle Web	9/3/2025	$ 115.00	Purchase of TexasBarCLE webinar for Assistant City Attorney, Sarah Hartnett, to view, "HIPAA Compliance Update: A Comprehensive Guide for Texas Lawyers" webinar and earn CLEs.
CITY ATTORNEY	Villegas Bergen	State Bar Tx-Cle Web	9/3/2025	$ 115.00	Purchase of TexasBarCLE webinar for Assistant City Attorney, Karla Saenz, to view, "HIPAA Compliance Update: A Comprehensive Guide for Texas Lawyers" webinar and earn CLEs.
CITY ATTORNEY	Villegas Bergen	Thomson Reuters Events	9/17/2025	$ 899.00	Purchase of full registration for City Attorney Support Staff, Morgan Furr, to attend Thomson Reuters software annual conference in Orlando, FL.
CITY ATTORNEY	Villegas Bergen	Signia By Hilton Bonnet C	9/18/2025	$ 365.63	Purchase of lodging accommodations at host-hotel for City Attorney Support Staff, Morgan Furr, while attending Thomson Reuters software conference in Orlando, FL.
CITY ATTORNEY	Villegas Bergen	Signia By Hilton Bonnet C	9/18/2025	$ 365.63	Purchase of lodging accommodations at host-hotel for City Attorney Support Staff, Bergen Villegas, while attending Thomson Reuters software conference in Orlando, FL.
CITY MANAGER	Argumedo Angel	In *el Paso Executive For	9/8/2025	$ 100.00	Membership Fee for CM Mack El Paso Executive Forum
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	8/22/2025	$ 45.43	Captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	8/26/2025	$ 12.98	Closed captioning and subtitles for the City TV programming.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	8/26/2025	$ 6.49	Closed captioning and subtitles for the City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Tatoa	8/27/2025	$ 200.00	Membership to the Texas Telecommunications Officers and Advisors for City TV staff.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	8/29/2025	$ 45.43	Closed captioning and subtitles for the City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Facebk *z9r562zuk2	9/1/2025	$ 36.15	Social media promotions for Live Active El Paso programming and Title 20 Community Outreach.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/4/2025	$ 19.47	Closed captioning and subtitles for the City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Amazon Prime	9/4/2025	$ 14.99	Fee for the City's Amazon Prime office supply purchases
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/5/2025	$ 45.43	Closed captioning and subtitles for the City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Cci	9/7/2025	$ 703.00	E-newsletter program for community outreach and promotions for City TV programming and city events, services and programs.
CITY MANAGER	Cruz-Acosta Laura	Flipsnack.Com	9/9/2025	$ 456.00	Application for the creation of electronic community outreach newsletter
CITY MANAGER	Cruz-Acosta Laura	Amzn Digital	9/10/2025	$ 239.96	4TB software access for City TV video storage for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Gannett Media Co	9/10/2025	$ 106.59	Annual fee for the El Paso Times digital subscription.
CITY MANAGER	Cruz-Acosta Laura	Zoom.Com 888-799-9666	9/11/2025	$ 16.99	Application for Community Outreach and Media Interviews
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/12/2025	$ 51.92	Closed captioning and subtitles for the City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Linktree* Linktree	9/18/2025	$ 10.60	Social media app to share community info about City services/programs. Attached docs include invoice with taxes. I paid taxes (attached) but we also submitted tax exempt forms. Partial refund attached
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/19/2025	$ 38.94	Closed captioning and subtitles for the City TV programming.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Monsivais Rosa Maria	Corner Bakery Cafe #1529	9/3/2025	$ 157.00	Purchases lunch for Mayor and Council Reps- wotk session meeting- meeting was long and they had to work through lunch
CITY MANAGER	Monsivais Rosa Maria	Sams Club #6246	9/12/2025	$ 41.94	Purchased boxes of facial tissue for the City Manager's area- due to employees allergies and flu seasons Purchased snacks for members of the Ci Council to have when council meetings run a little long.
CITY MANAGER	Monsivais Rosa Maria	Sams Club #6246	9/12/2025	$ 198.54	Purchased boxes of facial tissue for the City Manager's area- due to employees allergies and flu seasons Purchased snacks for members of the Ci Council to have when council meetings run a little long.
CITY MANAGER	Monsivais Rosa Maria	In *c&m Plaque And Trophy	9/15/2025	$ 41.70	Purchased a small trophy and 2 medals for the winners of the Leadership Challenge 09/23/2025
CITY MANAGER	Monsivais Rosa Maria	Tlf*angies Flowers	9/18/2025	$ 185.80	As per the City manager, purchased flowers for the families of deceased City of El Paso Employees
CITY MANAGER	Sepulveda Denice	Target 00022160	9/9/2025	$ 50.22	Supplies to get ready for Program based budgeting and Strategic planning sessions hosted from Sept-Dec approved by our Chief Innovation Officer, Roman Sanchez. These will have CM and DH leadership.
CITY MANAGER	Sepulveda Denice	Tst*district Coffee Co	9/10/2025	$ 30.90	Coffee purchased for all day workshop, with department leadership for our Program Based Budgeting and Strategic Planning work session held on 09/10/2025. Approved by our Chief Innovation Officer
CITY MANAGER	Sepulveda Denice	Canva* I04636-41274012	9/11/2025	$ 108.45	Canva invoice for adding additional team members, approved by Chief Innovation Officer Roman Sanchez
CITY MANAGER	Sepulveda Denice	Office Depot #498	9/18/2025	$ 88.69	Supplies approved for City wide Leadership Challenge at the Arts District. Approved by Roman Sanchez
CITY MANAGER	Sepulveda Denice	Odp Bus Sol Llc # 100498	9/18/2025	$ 1,048.59	Desk purchased, we will be getting a new employee to our office. Approved by Roman Sanchez
DISTRICT 01	Acosta Gladys	Paypal	9/4/2025	$ 50.74	Staff Polo Shirts with City Logo Embroidery for Field Events
DISTRICT 01	Acosta Gladys	Sq *meza Trophies & Plaqu	9/17/2025	$ 67.92	Plaques for National Dance Day Sponsors
DISTRICT 01	Acosta Gladys	Allprint Of El Paso Llc	9/18/2025	$ 90.00	Car Magnets for Community Engagement Events
DISTRICT 01	Acosta Gladys	Viva Cafe	9/20/2025	$ 240.12	Breakfast Burritos for National Dance Day
DISTRICT 01	Chavez Alejandra	Sq *naleo Educational Fun	8/26/2025	$ 200.00	National Association of Latino Elected and Appointed Officials membership, which allows for valuable opportunities that set the standard for sound governance.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 02	Carlos Diego	Canva* I04628-54591972	9/3/2025	$ 14.99	Graphic Design subscription
DISTRICT 02	Carlos Diego	In *contractors Barricad	9/3/2025	$ 238.15	Barricades for Seville block party. Business charged sales tax and later reimbursed amount.
DISTRICT 02	Carlos Diego	Mailchimp	9/3/2025	$ 26.50	Newsletter Service
DISTRICT 02	Carlos Diego	Herc Rentals	9/4/2025	$ 285.00	Herc rental for Seville Block Party
DISTRICT 02	Carlos Diego	In *contractors Barricad	9/5/2025	$ (238.15)	Business reimbursement for incorrect invoice. Both receipts attached.
DISTRICT 02	Carlos Diego	In *contractors Barricad	9/5/2025	$ 220.00	Barricades for Seville Block Party. Corrected amount for Tax exempt. All documents included.
DISTRICT 02	Carlos Diego	Wienerschnitzel 109	9/13/2025	$ 318.40	Movies at Ascarate Park
DISTRICT 03	Jimenez Melody	Samsclub #6502	8/22/2025	$ 141.59	Community clean up event
DISTRICT 03	Jimenez Melody	Linktree* Linktree	8/24/2025	$ 9.54	Link tree for community meetings
DISTRICT 03	Jimenez Melody	Samsclub #6502	8/27/2025	$ 37.96	Community Meeting with Robet Cortinas
DISTRICT 03	Jimenez Melody	Office Depot #195	9/5/2025	$ 40.29	Specific Labels for Movies at the Park
DISTRICT 03	Jimenez Melody	Swank Motion Pictures In	9/9/2025	$ 255.00	Viewing rights for movie at movies at the park
DISTRICT 03	Jimenez Melody	Samsclub #6502	9/10/2025	$ 110.90	Community meeting with Sheriff
DISTRICT 03	Jimenez Melody	Wal-Mart #2201	9/11/2025	$ 21.61	Movie for Movies at the park
DISTRICT 03	Jimenez Melody	Samsclub #6502	9/12/2025	$ 7.93	Hand Sanitizer for office and events

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 03	Jimenez Melody	Dulcelandia	9/15/2025	$ 115.74	Celebrate Mexican Independence day with Seniors at Eastside Senior center
DISTRICT 03	Maldonado-Rocha Deanna	Harbor Freight Tools 55	8/22/2025	$ 32.44	Purchase of gloves for the community cleanup held on August 23rd.
DISTRICT 03	Maldonado-Rocha Deanna	Cci	9/5/2025	$ 91.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Maldonado-Rocha Deanna	Canva* I04639-32404641	9/14/2025	$ 12.99	Monthly charge for graphic design making service for the D3 office.
DISTRICT 03	Maldonado-Rocha Deanna	Fastsigns - Airway	9/16/2025	$ 174.59	Purchase of parade signs featuring the City's official logo to be used for parades and community events.
DISTRICT 03	Maldonado-Rocha Deanna	Samsclub #6502	9/18/2025	$ 32.34	To support the Bel Air Homecoming Parade by participating in the event and distributing gummies to attendees along the parade route.
DISTRICT 04	Trejo Cynthia	Mailchimp	8/20/2025	$ 20.00	Professional Services- Software for District 4 newsletters
DISTRICT 04	Trejo Cynthia	Canva* I04636-58488569	9/11/2025	$ 30.00	Professional Services- Software for newsletters
DISTRICT 04	Trejo Cynthia	Mailchimp	9/20/2025	$ 20.00	Professional Services- Software for District 4 newsletters
DISTRICT 05	Aguilar Mike	Costco Whse #0768	9/17/2025	$ 43.93	Waters and Snacks for Community Meeting on 9/24/2025
DISTRICT 06	Maldonado Mariaelena	Swank Motion Pictures In	9/11/2025	$ 510.00	Movie rights for Monster's Inc. from Swank for Movies at the Park series
DISTRICT 06	Maldonado Mariaelena	Big Boy Concessions	9/12/2025	$ 74.88	Dry Ice to keep Otter Pops cold for Movies at the Park
DISTRICT 07	Saucedo Lizette	Gannettnewspprtx-Nm-Co	9/8/2025	$ 40.00	Newspaper Subscription for the Representative
DISTRICT 08	Abbas Tatiana	In *contractors Barricad	9/3/2025	$ 420.00	Barricade rental for Segundo Barrio Block Party 2025. Expense coming from fiscal year 2025.
DISTRICT 08	Abbas Tatiana	Mexican Specialty Product	9/11/2025	$ 228.15	Popcorn bags and chicharron bags for Movies at the Park hosted by the Parks and Recreation Department.

P-Card Transactions

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 08	Abbas Tatiana	El Rincon De Cortez No 2	9/12/2025	$ 72.00	District 8 Community Meeting coffee for guests to encourage community to participate and engage in their local government.
DISTRICT 08	Rodriguez Alma	Sarabias Portable Jons	8/28/2025	$ 654.05	Portable restroom and handwashing station rental for Segundo Barrio Block Party 2025. Expense coming from fiscal year 2025.
DISTRICT 08	Rodriguez Alma	Wm Supercenter #500	9/19/2025	$ 60.76	Snacks for Magoffin Neighborhood Cleanup organized by the Environmental Services Department and District 8.

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

September 2025

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
DISTRICT 6	JORGE EDUARDO CISNEROS	9/12/2025	$ 475.00	Video screen, projector Movie

File #: 25-1233, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1
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 Tracts 1K2, 1J3, & Tract 1J1B, Block 10, Upper Valley Surveys, City of El Paso, El Paso County, Texas, from G-MU (General Mixed Use) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Artcraft
Applicant: PZRZ25-00008, ASLM LTD

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE: 11/4/25

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: 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 changing the zoning of a portion of Tracts 1K2, 1J3, & Tract 1J1B, Block 10, Upper Valley Surveys, City of El Paso, El Paso County, Texas, from G-MU (General Mixed Use) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Artcraft
Applicant: PZRZ25-00008, ASLM LTD

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from G-MU (General Mixed Use) to C-1 (Commercial) to allow for commercial retail. City Plan Commission recommended 5-0 to approve the proposed rezoning on August 14, 2025. As of September 30, 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:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application including the Upper Valley Neighborhood Association. 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)

REVISED
8:42 am, Oct 07, 2025

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OFA PORTION OF TRACTS 1K2, 1J3, & TRACT 1J1B, BLOCK 10, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM G-MU (GENERAL MIXED USE) TO C-1 (COMMERCIAL), AND IMPOSINGCONDITIONS. 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 Tracts 1K2, 1J3, & Tract 1J1B, Block 10, Upper Valley Surveys, *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 G-MU (General Mixed Use) to **C-1 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity 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 access to Westside Drive shall be provided to the subject property and that access shall continue and be provided to the adjacent property to the south to avoid landlocking such property.*
2. *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.*
3. *That a minimum 500-foot distance 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 no office warehouse uses shall be permitted.*

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 _____,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
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

Prepared for: ASLM
April 28, 2025

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Tracts 1K2, 1J3 & Tract 1J1B, Block 10, Upper Valley Surveys and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a found 5/8" rebar with smashed cap for the northeast corner of Tract 1K2, Block 10, Upper Valley Surveys;

Thence along the easterly line of Tract 1K2, Block 10, Upper Valley Surveys, South 00°09'18" West a distance of 396.64 feet to a set ½" rebar with cap marked TX 5152 for the southeasterly corner of this parcel;

Thence leaving said line, North 89°43'32" West a distance of 979.82 feet to a set ½" rebar with cap marked TX 5152 on the westerly line of Tract 1J3, Block 10 , Upper Valley Surveys;

Thence along said line, North 54°31'25" West a distance of 175.42 feet to a set ½" rebar with cap marked TX 5152;

Thence along said line, North 52°09'45" West a distance of 260.29 feet to a point form which a found ½" rebar bears, South 16°36'07" West a distance of 0.45 feet;

Thence along said line, North 31°46'59" West a distance of 112.47 feet to a point on the southerly right of way line of Artcraft Road from which a found 5/8" rebar with smashed cap bears South 10°56'10" East a distance of 1.30 feet and a found 5/8" rebar with cap marked FXS RPLS 2198 on the southerly right of way line of Artcraft Road marking the southeasterly corner of Tract 1H2, Block 10, Upper Valley Surveys bears South 71°35'07" West a distance of 82.03 feet;

Thence along the southerly right of way line of Artcraft Road, South 89°43'31" East a distance of 1163.28 feet to a point from which a found 5/8" rebar (bent) bears South 26°24'16" West a distance of 0.42 feet;

Thence along said right off way line, North 79°49'22" East a distance of 228.88 feet to the "TRUE POINT OF BEGINNING" and containing 435,035 square feet or 9.987 acres of land more or less.

Note: A drawing of even date accompanies this description.

Job #_823-01

Ron R. Conde
R.P.L.S. No. 5152

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE, SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286 FIRM NO. 10078100

PLAT OF SURVEY

BEING A PORTION OF TRACTS 1K2, 1J3, & TRACT 1JIB,
BLOCK 10, UPPER VALLEY SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
Containing Approximately : 9.987± Acres

NOTES:

1 SET 1/2" REBARS WITH CAPS MARKED TX 5152 ON ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

2 A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

SCALE: 1"=60'

SYMBOL LEGEND	
◉	FOUND CONTROL POINT
◆	FOUND CITY MONUMENT
O	SET 1/2" REBAR W/CAP 5152
⊠	CALCULATED POINT (NOT SET)
EB	ELECTRIC PULL BOX
PP	POWER POLE
⟋	GUY WIRE
UP	UTILITY POLE

ARTCRAFT ROAD (HIGHWAY 178)

PARKING STRIPE

EDGE OF PAVEMENT

FND ⅝" REBAR WITH SMASHED CAP @ S10°56'12"E-1.30'

FND ⅝" REBAR WITH CAP MARKED TX 5372

FND ⅝" REBAR WITH ALUM. CAP MARKED FXS RPLS 2198

FND ⅝" REBAR W/ SMASHED CAP

OVERHEAD ELECTRIC

S71°39'07"W-82.03'

N37°46'59"W 112.47'

S89°43'31"E 1163.28'

HIKE & BIKE PATH

N79°49'22"E 278.00'

FND ⅝" REBAR WITH SMASHED CAP (P.O.B.)

FND ⅝" REBAR WITH BENT BASE @ S26°24'16"W-0.42'

FND 1/2" REBAR @ S16°36'07"E-0.45'

N52°09'45"W

260.29'

N54°31'25"W

175.42'

N89°43'32"W 979.82'

S00°09'18"W 396.64'

BORDERLAND SPUR DRAIN

WESTSIDE DRIVE

LA UNION LATERAL

TRACT 1H, BLOCK 10
UPPER VALLEY SURVEYS

TRACT 1J3
OWNER: EPWCV LLC
FILE# 20200071142

TRACT 1J1B
OWNER: EPWCV LLC
FILE# 20200071142

TRACT 1K2
OWNER: EPWCV LLC
FILE# 20200071142

TRACT 1J3

TRACT 1J1B
OWNER: HECTOR PHILLIPS
FILE# 20240076032

TRACT 1K2

©COPYRIGHT 2025/CONDE INC.
ALL RIGHTS RESERVED

CONDE INC.
ENGINEERING/ PLANNING/ LAND SURVEYING/ CADD
8080 SURETY DRIVE--SUITE 100--EL PASO, TEXAS 79905
PHONE (915) 592-0283, FAX (915) 592-0286, FIRM# 10078100

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

DRAWN BY: C.C. FIELD: W.B., DATE: 4-28-25 JOB NO. 225-11 CADD FILE: S:\Survey\projects\WS\Upper valley Block 10\LDD\dwg\Tracts 1K2 1J3 1J ZONING.dwg

South of Artcraft

City Plan Commission — August 14, 2025

CASE NUMBER:	**PZRZ25-00008**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	ASLM, LTD
REPRESENTATIVE:	Conde, Inc.
LOCATION:	South of Artcraft Rd. and East of Westside Dr. (District 1)
PROPERTY AREA:	9.98 acres
REQUEST:	Rezone from G-MU (General Mixed Use) to C-1 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of August 7, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from G-MU (General Mixed Use) to C-1 (Commercial) to allow for the use of commercial retail.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed rezoning is in keeping with the policies of the G-4, Suburban (Walkable) Land Use designation of *Plan El Paso,* the City's adopted Comprehensive Plan. The recommended conditions are as follows:

1. *That access to Westside Drive shall be provided to the subject property and that access shall continue and be provided to the adjacent property to the south to avoid landlocking such property.*
2. *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.*
3. *That a minimum 500-foot distance 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 no office warehouse uses shall be permitted.*

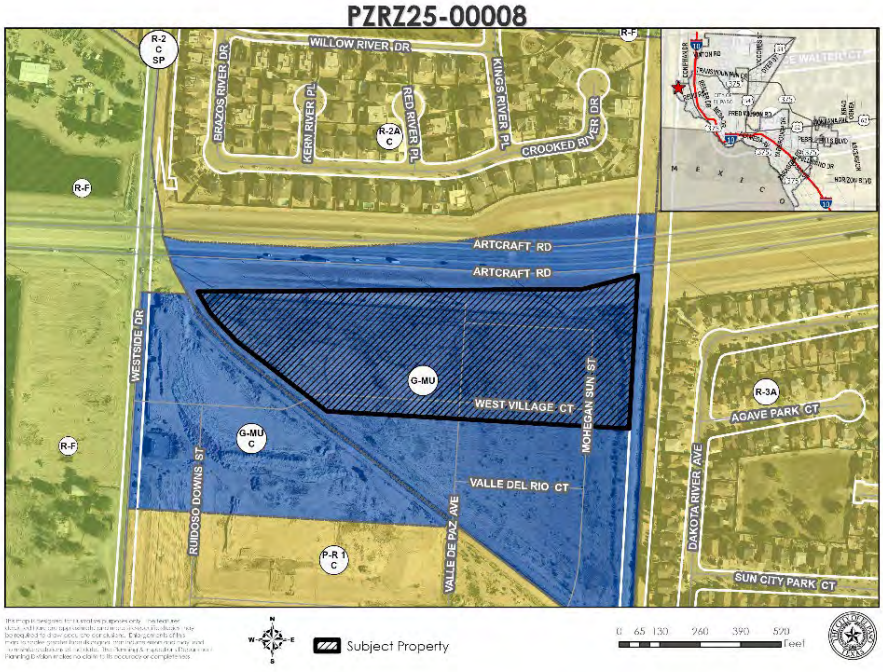


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from G-MU (General Mixed Use) to C-1 (Commercial) for the proposed use of commercial retail. The property is approximately 9.98 acres in size and is currently vacant. The conceptual site plan shows the proposed layout of three (3) commercial buildings and parking areas. Access to the subject property will be from Westside Drive. Vehicular access from Artcraft Road to the development will be subject to approval from the Texas Department of Transportation (TxDOT). The conceptual site plan is not subject to zoning compliance review under Title 20 of the El Paso City Code and is non-binding.

PREVIOUS CASE HISTORY: The Northwest Upper Valley Plan was adopted by City Council on January 13, 2004, and amended on July 25, 2017. This plan regulates development and furthers the goals and policies of *Plan El Paso*. The property lies within the Artcraft Road Corridor of the Northwest Upper Valley Plan. According to the plan, new commercial development must be limited to uses that are compatible with the surrounding neighborhood.

On July 7, 2021, Ordinance No. 19204 was approved by City Council, which rezoned the property from R-F (Ranch and Farm) and P-R I/c (Planned Residential I/conditions) to G-MU (General Mixed Use) and G-MU/c (General Mixed Use/conditions) and approved a Master Zoning Plan (MZP) for a mixed commercial and residential use development.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with the Northwest Upper Valley Plan and the Artcraft Corridor Vision. In addition, the proposed rezoning is appropriate for the property, as it is compatible with existing low-intensity uses. To the north, the subject property is bounded by Artcraft Road (SH-178) and across Artcraft Road there are single-family dwellings zoned R-2A/c (Residential/conditions). To the east are single-family dwellings zoned R-3A (Residential). To the south are properties zoned G-MU (General Mixed Use) and G-MU/c (General Mixed Use/conditions) that consist of vacant lots. To the west of the subject property and across Westside Drive, there are vacant lots zoned R-F (Ranch and Farm) and G-MU/c (Commercial/conditions). The nearest school is Gonzalo and Sofia Garcia Elementary School, located 1 mile away and the closest park is Willow River Park, located 0.20 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 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 proposed G-4, Suburban (Walkable) - Future Land Use designation of *Plan El Paso.* The proposed development is adjacent to G-MU (General Mixed Use), P-R I (Planned Residential) and R-3 (Residential) zoning districts and will provide missing commercial uses to the area.
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 would allow the integration of neighborhood commercial uses that are compatible with adjacent G-MU (General Mixed Use), PR-I (Planned Residential I) and R-3 (Residential) zoning districts.
Preferred Development Locations: Located along an arterial (or greater street classification) or the	Yes. The subject property will have access from Westside Drive, which is designated as a major arterial

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.	in the City's Major Thoroughfare Plan (MTP) and connects to Artcraft Road, which is also classified as a major arterial in the City of El Paso's MTP. Vehicular access from Artcraft Road is subject to approval by the Texas Department of Transportation (TxDOT).
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development lies within the Artcraft corridor identified in the Northwest Upper Valley Plan. The plan calls for commercial uses that are compatible with the neighborhood.
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 any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is undergoing a transition from agricultural uses within the last 10 years. The subject property was rezoned from R-F (Ranch and Farm) and PR-I/c (Planned Residential I/condition) to G-MU (General Mixed Use) and G-MU/c (General Mixed Use/conditions) in 2021. Property to the west across Westside Drive is currently undergoing a rezoning from R-F (Ranch and Farm) to C-1 (Commercial). Furthermore, the properties to the south were rezoned from R-F (Ranch and Farm) to PR-I/c (Planned Residential/condition) in 2007. In summary, this area is transitioning from obsolete agricultural land uses to new, compatible commercial development. This shift will provide a new source of commerce for the community.
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 to Westside Drive, which is designated as a major arterial in the City's Major Thoroughfare Plan (MTP). All appropriate infrastructure shall be installed at the time of development, which may include sidewalks, water and sewer extensions, stormwater drainage and roadway improvements. There are no bus stop located within a walkable distance (0.25 miles) of the subject property and the closest bus stop is located 0.51 miles away on Westside Drive and Borderland Road.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: Per the Texas Department of Transportation (TxDOT), the Artcraft Road main lanes have a current access denial line in place which prohibits TxDOT from granting access at this location. Staff recommends the included conditions to ensure compatibility with the existing surrounding developments.

PUBLIC COMMENT: The subject property lies within the boundaries of the Upper Valley Neighborhood Association, which was notified of the rezoning by the applicant. As required, public notices were sent to property owners within 300 feet on August 1, 2025. The Planning Division has not received any communication in support or opposition to the request from the public.

RELATED APPLICATIONS: None.

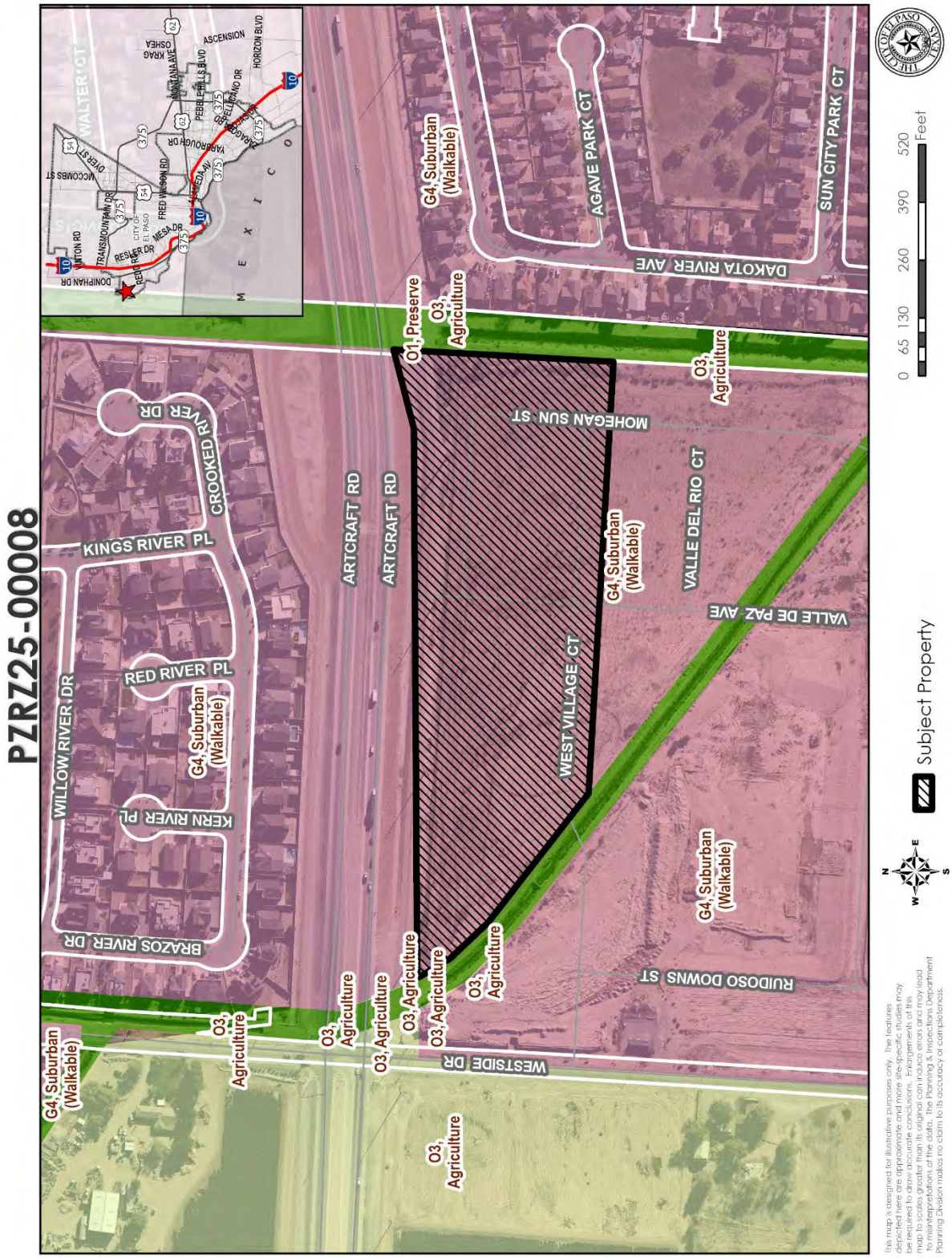
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

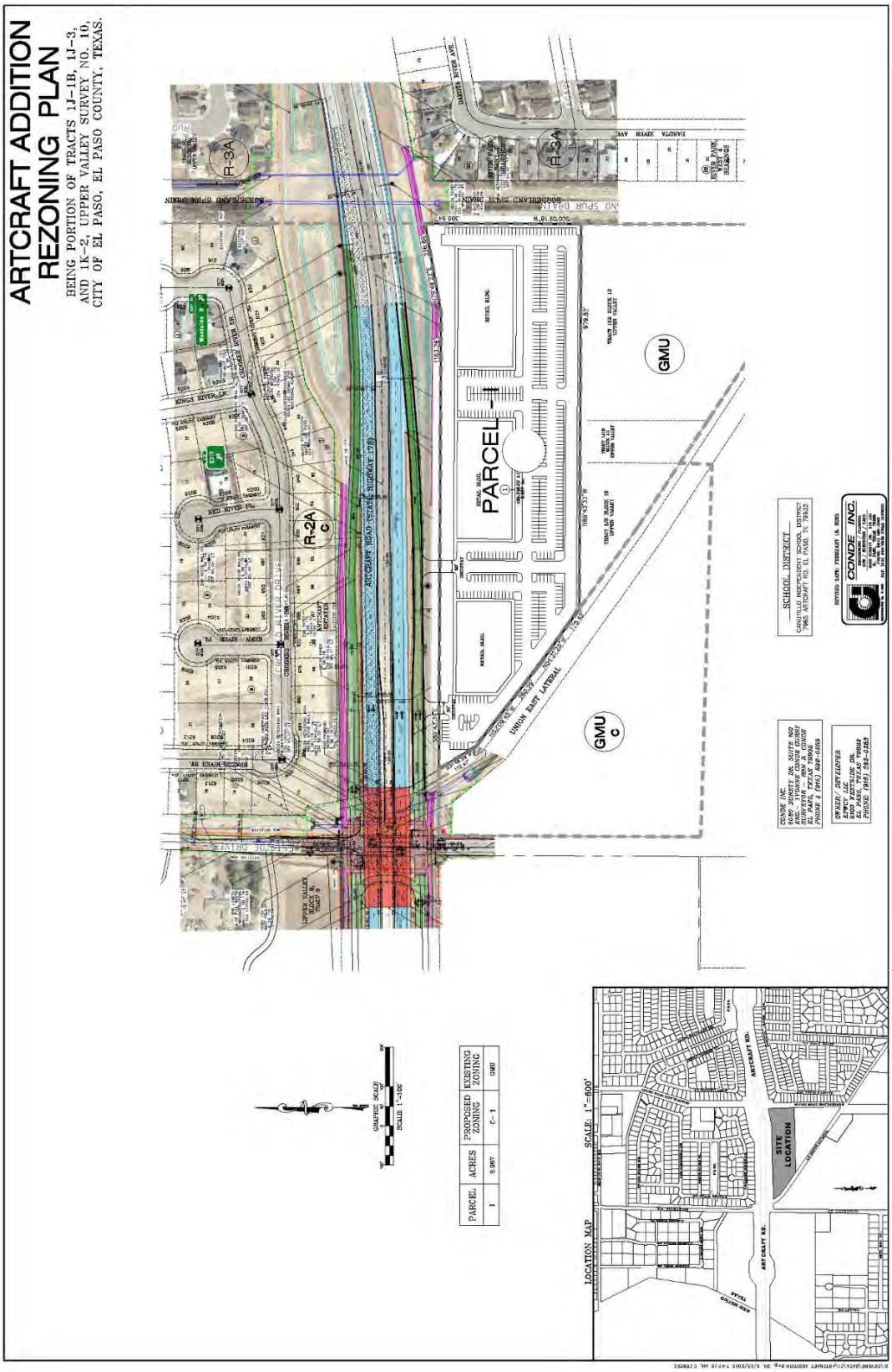
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Ordinance No. 19204
4. Upper Valley Plan (Ordinance No. 18709)
5. Department Comments
6. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

39

ORDINANCE NO. 019204

AN ORDINANCE CHANGING THE ZONING OF TRACT 1J3, 1J1B, AND 1K2, BLOCK 10, AND A PORTION OF TRACT 1H, BLOCK 10, UPPER VALLEY GRANT SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND P-R I/C (PLANNED RESIDENTIAL I/CONDITIONS) TO G-MU (GENERAL-MIXED USE) AND G-MU/c (GENERAL-MIXED USED/CONDITIONS) AND APPROVING A MASTER ZONING PLAN. 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 Tracts 1J3, 1J1B, and 1K2, Block 10, and a portion of Tract 1H, Block 10, Upper Valley Grant Surveys , 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 **R-F (Ranch and Farm) and P-R I/c (Planned Residential I/conditions) to G-MU (General Mixed Use)** and **G-MU/c (General-Mixed Use/conditions)** and approving a Master Zoning Plan (MZP), as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as **Exhibit "B"** and the Master Zoning Report attached as **Exhibit "C"** incorporated herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly.

The Penalties for violating the standards imposed through this rezoning ordinance are found in Chapter 20.24 of the El Paso City Code.

ADOPTED this 7th day of July, 2021.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

21-1007-2732 / 1081056 | WV
Ordinance No. 019204

South of Artcraft Rd. & East of Westside Dr.
PZRZ21-00004

EXHIBIT A

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-7357
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
(EAST COMMERCIAL PARCEL)

A 17.6073 acres parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as Tracts 1J3, 1J1B and 1K2, Block 10, Upper Valley Grant Surveys and being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 inch rebar found on the south right-of-way line of Artcraft Road (State Highway No. 178) (variable width) and the west right-of-way line of Borderland Spur Drain (110 feet wide), identical to the northeasterly corner of said Tract 1K2;

THENCE, leaving the south right-of-way line of said Artcraft Road and following the west right-of-way line of said Borderland Spur Drain, South 00°09'18" West, a distance of 1,065.22 feet to the northeasterly right-of-way line of the La Union Lateral (50 feet wide) for the southeast corner of the parcel herein described;

THENCE, leaving the west right-of-way line of said Borderland Spur Drain and following the northeasterly right-of-way line of said La Union Lateral, North 56°02'03" West, a distance of 732.55 feet to a 5/8 inch rebar with survey cap No. "TX 5372" found for an angle point of the parcel herein described;

THENCE, continuing along the northeasterly right-of-way line of said La Union Lateral, North 54°31'27" West, a distance of 630.31 feet to an angle point of the parcel herein described;

THENCE, continuing along the northeasterly right-of-way line of said La Union Lateral, North 52°09'45" West, a distance of 260.29 feet to a 5/8 inch rebar with survey cap No. "TX 5372" found for an angle point of the parcel herein described;

THENCE, continuing along and passing the northeasterly right-of-way line of said La Union Lateral, North 31°46'59" West, a distance of 112.47 feet to a 5/8 inch rebar with busted survey cap found on the south right-of-way line of said Artcraft Road for the northwest corner of the parcel herein described;

THENCE, following the south right-of-way line of said Artcraft Road, South 89°43'30" East, a distance of 1,163.28 feet to a 5/8 inch rebar found for an angle point of the parcel herein described;

THENCE, continuing along the south right-of-way line of said Artcraft Road, North 79°49'23" East, a distance of 228.88 feet to the ***POINT OF BEGINNING.***

Said parcel containing 17.6073 acres (766,972.0 square feet), more or less, and being subject to all easements, restrictions or covenants of record.

Aaron Alvarado, TX R.P.L.S. No.6223
Date: January 05, 2021
06884-026D-COMMERCIAL EAST-DESC

STATE OF TEXAS
REGISTERED
AARON ALVARADO
6223
PROFESSIONAL
LAND SURVEYOR

417 Executive Center Blvd. • El Paso, Texas 79902 • P - (915) 542-4900 • F - (915) 542-2867 • www.brockbustillos.com

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
(WEST COMMERCIAL PARCEL)

A 4.4390 acres parcel of land situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 1H, Block 10, Upper Valley Grant Surveys and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 5/8 inch rebar with survey cap No. "TX 5372" found on the east right-of-way line of Westside Drive (50 feet wide) and the south right-of-way line of Artcraft Road (State Highway No. 178) (variable width); ***WHENCE,*** a 1/2 inch rebar found on the east right-of-way line of said Westside Drive, identical to the southwest corner of said Tract 1H, bears South 00°08'00" West, a distance of 3,538.39 feet; ***THENCE***, following the south right-of-way line of said Artcraft Road, South 89°46'20" East, a distance of 30.00 feet to the northwest corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, continuing along the south right-of-way line of said Artcraft Road, South 89°46'20" East, a distance of 60.34 feet to the northeast corner of the parcel herein described;

THENCE, continuing along the south right-of-way line of said Artcraft Road, South 23°46'17" East, a distance of 13.36 feet to an angle point of the parcel herein described;

THENCE, continuing and passing the south right-of-way line of said Artcraft Road, South 39°16'00" East, a distance of 175.00 feet to a 5/8-inch rebar with survey cap No. "TX 5372" found on the southwesterly right-of-way line of La Union Lateral (50 feet wide) for an angle point of the parcel herein described;

THENCE, continuing along the southwesterly right-of-way line of said La Union Lateral, South 54°35'00" East, a distance of 559.37 feet to the southeast corner of the parcel herein described;

THENCE, leaving the southwesterly right-of-way line of said La Union Lateral, South 58°17'23" West, a distance of 151.50 feet to an angle point of the parcel herein described;

THENCE, North 89°50'00" West, a distance of 369.75 feet to an angle point of the parcel herein described;

THENCE, North 00°08'00" East, a distance of 0.93 feet to an angle point of the parcel herein described;

417 Executive Center Blvd. • El Paso, Texas 79902 • P (915) 542-4900 • F (915) 542-7867 • www.brockbustillos.com

THENCE, North 89°50'00" West, a distance of 135.00 feet to the southwest corner of the parcel herein described;

THENCE, North 00°08'00" East, a distance of 549.36 feet to the ***POINT OF BEGINNING.***

Said parcel containing 4.4390 acres (193,363.8 square feet), more or less, and being subject to all easements, restrictions or covenants of record.

Aaron Alvarado, TX R.P.L.S. No.6223
Date: January 05, 2021
06884-026D-COMMERCIAL WEST-DESC

S:\Projects\06884 - ESSCO INTERNATIONAL INC\026D- WESTSIDE DEVELOPMENT PLAT- ADDITIONAL SERVICES\PROPERTY DESCRIPTION\06884-026D-COMMERCIAL WEST-DESC.doc

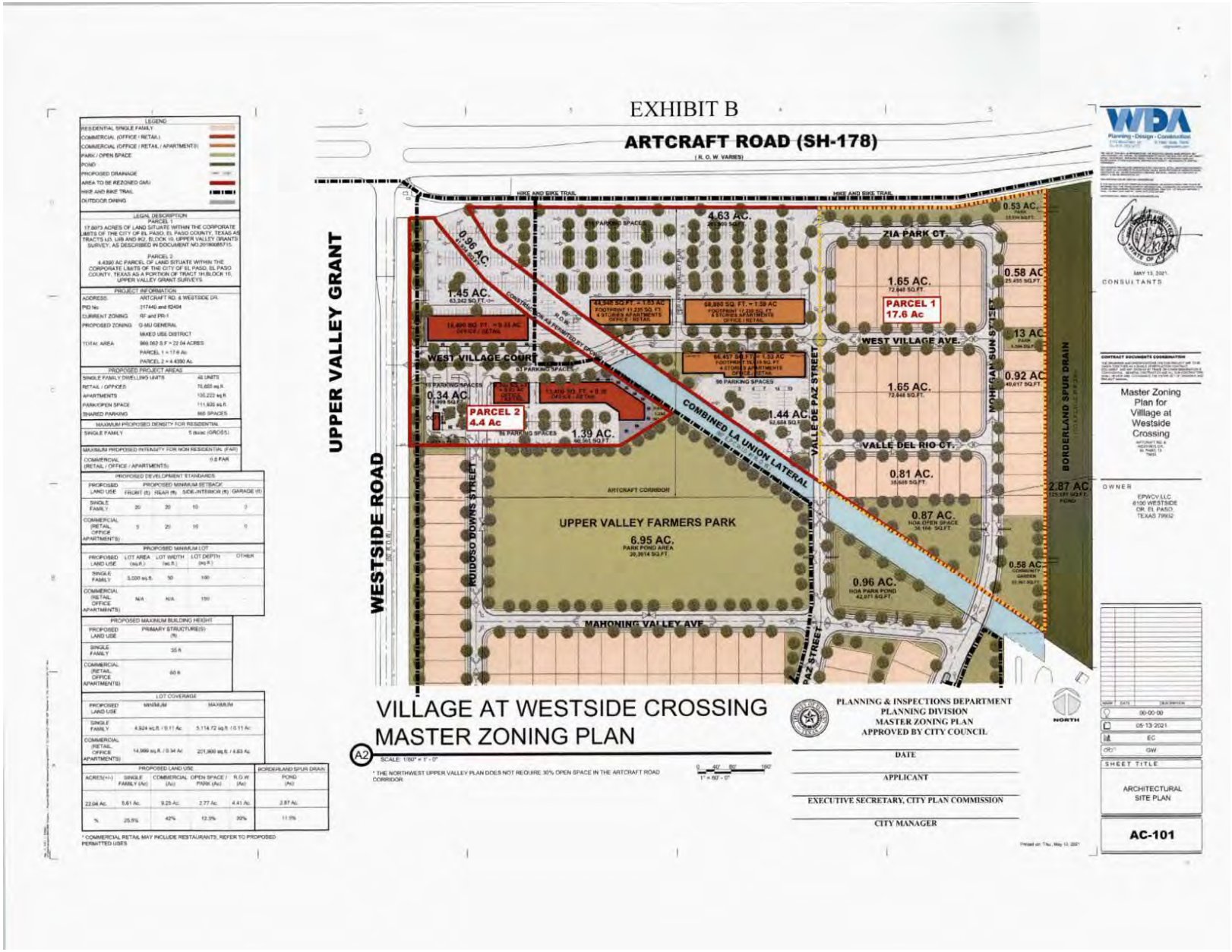


EXHIBIT B
ARTCRAFT ROAD (SH-178)
(R. O. W. VARIES)
UPPER VALLEY GRANT
WESTSIDE ROAD
HIKE AND BIKE TRAIL
WEST VILLAGE COURT
WEST VILLAGE AVE.
ZIA PARK CT.
VALLE DEL RIO CT.
VALLE DE PAZ STREET
MONTANA SUN STREET
COMBINED LA UNION LATERAL
BORDERLAND SPUR DRAIN
ARTCRAFT CORRIDOR
UPPER VALLEY FARMERS PARK
6.95 AC.
RODEO DOWNS STREET
MAHONING VALLEY AVE
PARCEL 1
17.6 Ac
PARCEL 2
4.4 Ac
4.63 AC.
1.65 AC.
1.45 AC.
1.44 AC.
1.39 AC.
0.34 AC.
0.96 AC.
0.58 AC
0.92 AC
0.81 AC.
0.87 AC.
2.87 AC.
0.58 AC.
LEGEND
RESIDENTIAL SINGLE FAMILY
COMMERCIAL (OFFICE / RETAIL)
COMMERCIAL (OFFICE / RETAIL / APARTMENTS)
PARK / OPEN SPACE
POND
PROPOSED DRAINAGE
AREA TO BE REZONED (SR)
HIKE AND BIKE TRAIL
OUTDOOR DINING
LEGAL DESCRIPTION
PROJECT INFORMATION
PROPOSED PROJECT AREAS
MAXIMUM PROPOSED DENSITY FOR RESIDENTIAL
MAXIMUM PROPOSED INTENSITY FOR NON RESIDENTIAL (FAR)
PROPOSED DEVELOPMENT STANDARDS
PROPOSED MINIMUM LOT
PROPOSED MAXIMUM BUILDING HEIGHT
LOT COVERAGE
PROPOSED LAND USE
* COMMERCIAL RETAIL MAY INCLUDE RESTAURANTS, REFER TO PROPOSED PERMITTED USES
VILLAGE AT WESTSIDE CROSSING
MASTER ZONING PLAN
A2
SCALE: 1"60" = 1' - 0"
* THE NORTHWEST UPPER VALLEY PLAN DOES NOT REQUIRE 30% OPEN SPACE IN THE ARTCRAFT ROAD CORRIDOR
PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL
DATE
APPLICANT
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER
NORTH
WDA
Planning • Design • Construction
MAY 13, 2021
CONSULTANTS
Master Zoning Plan for Villlage at Westside Crossing
OWNER
EPWCV LLC
6100 WESTSIDE
DR. EL PASO,
TEXAS 79912
00-00-00
05-13-2021
EC
GW
SHEET TITLE
ARCHITECTURAL SITE PLAN
AC-101

EXHIBIT C

WDA
Wright & Dalbin
Planning · Architecture · Construction

Village at Westside Crossings Application Package

Dated: May 13th, 2021.

REGISTERED ARCHITECT GEOFFREY C. WRIGHT 6704 STATE OF TEXAS

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Wright & Dalbin
Planning · Architecture · Construction

MASTER ZONING PLAN REPORT for VILLAGE at WESTSIDE CROSSING

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

VILLAGE at WESTSIDE CROSSING INTRODUCTION

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

MASTER ZONING PLAN REPORT
for
VILLAGE at WESTSIDE CROSSING

This Master Zoning Plan is for a proposed GMU mixed use development at the southeast corner of Artcraft Road, an arterial running east-west and Westside Drive running north-south. The development falls within the Northwest Upper Valley Plan as described in Ordinance 01789. It falls entirely within the Artcraft Corridor as it is within 700 feet of Artcraft Road and is therefore subject to the portions of the ordinance that speak to the Corridor. See the attached map identifying the area to be rezoned. The area to be rezoned is approximately 22.04 acres.

The La Union Lateral cuts the land to be rezoned diagonally from the Artcraft/Westside intersection from northwest to southeast. That lateral belongs to the El Paso County Water Improvement District #1 and is not zoned. It will be crossed at two places by roads and placed underground as shown on the attachments for about 582 feet starting at the corner of the intersection. The large triangle north of the lateral of about 17 acres is currently zoned RF while the small portion south of the lateral of about 4 acres is currently zoned PR-1.

Vehicular access from Artcraft to the rezoned area is not currently allowed; thus, apart from portions served from the single-family development, commercial vehicular traffic will enter from Westside Drive. Discussions are underway with the Texas Department of Transportation (TXDOT) to allow access to Artcraft.

The single-family residential portion of the land to be rezoned consists of 48 lots of 5000 square feet each. It will be connected to the single-family development to the south by two bridges spanning the lateral, one on Mohegan Sun Boulevard on the east and one on Valle de Paz Avenue on the west. In addition, Valle de Paz Avenue will have an adjacent hike and bike trail will connect the development to the trail system running throughout the residential development to the south and to the existing hike and bike trail along Artcraft.

The setbacks for the single-family residential portion are to be the same as those for the single-family PR-1 development to the south: 20' - front; 20' – rear, 5' – side, and 10' – side street. The maximum residential structure height is 35 feet. The covenants for the residential portion will be the same as those of the PR-1 development.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

As shown on the Master Zoning Plan, the gross area of the of the commercial buildings of the GMU is currently shown to be 210,877 square feet. The main divisions of this are as follows:

Retail and Offices (coffee shops, restaurants, day care, gas station etc.)	75,655 sf.
Apartments (3 stories above retail, Approx. 150 rooms)	135,222 sf.

All uses and sizes in the commercial area are subject to land sales and/or leases. All uses permitted are included in the attached permitted uses list.

The setbacks for commercial lots are front – 0', rear – 20', side – 0, side street – 10'. Minimum average lot depth is 150 feet. Maximum building height for the hotel is 65 feet. Maximum building height for other commercial structures is 60 feet.

As per the Upper Valley Plan the residential and the commercial portions includes a 35' landscaped strip along Westside Drive that will include native or regionally-adapted plants and trees.

Schedule

The anticipated completion date for the development is 1 January 2024.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

WDA
Wright & Dalbin
Planning · Architecture · Construction

GENERAL DESIGN PRINCIPLES

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

1. **General Design Principles.** These design principles shall serve as guidelines only, and compliance with any guideline within the development will be determined on a case-by-case basis.

   a. **Development Perspective.**

- The project property was recently cotton fields. The proposed development is intended to retain the characteristics of the area as per the North West Upper Valley Plan. Compliance with the NWUVP allows us to dedicate more than 3 times the parkland that would be otherwise required for a similar development in the adjacent PR-1 zoned land with encouraging commercial development in the Artcraft Corridor.
- Development is planned to include compatible uses that will serve the adjacent single-family home neighborhood. Both residential and commercial portions of the proposed GMU development will be connected to both single-family area and Artcraft by hike and bike trails.
- The proposed commercial design will be contiguous to and integrated with the adjacent neighborhood. It is organized as the neighborhood main street for the adjacent residential development with a pleasant pedestrian experience.

  Bus stops are intended to be coordinated with Sun Metro. They will connect to existing hike and bike trail and continue connectivity throughout development. Valle de Paz Avenue will have an adjacent hike and bike trail that will connect the development to the trail system running throughout the residential development to the south and to the existing hike and bike trail along Artcraft.
- Vehicular access from Artcraft to the rezoned area is currently not allowed; thus, apart from portions served from the single-family development, all vehicular traffic will enter from Westside Drive. We have been working with TXDOT's consulting engineer Kelvin Kroeker of HTNB Corporation to include access from north boundary of the site and for access to Artcraft Rd.
- The single-family residential portion of the land to be rezoned consists of 48 single family lots of 5,000 square feet each. It will be connected to the single-family development to the south by two vehicular/pedestrian bridges spanning the La Union lateral, one on Mohegan Sun Boulevard on the east and one on Valle de Paz Avenue on the west. In addition, Valle de Paz Avenue will have a connecting hike and bike trail adjacent to it.
- Westside Village Court will be the main access to the commercial development having a wide R.O.W designed to have landscape at the front of commercial buildings with, parallel

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

parking and a landscaped median at selected areas. Development designed to be pedestrian friendly and connecting with existing hike and bike trail along Artcraft Rd. to the North.

We are including a landscape buffer zone surrounding the residential area and also a 35' landscape strip at Westside Dr. Commercial will be adjacent to 7Ac park. Proposing to have landscape areas fronting the commercial at West Village Court. 1 tree per 10 parking spaces throughout development and having 3 park open spaces areas on GMU area.

- The proposed commercial / residential development consists of 22.04 acre.

b. Building Perspective.

- Buildings along the main street are intended to frame a pedestrian experience. Certain buildings will be planned to offer outdoor dining between the restaurant and the street. Current thoughts are that some 2 or 3 story buildings will be dedicated to professional office spaces and/or medical offices such as dentist, specialist, etc. on the upper floors.
- Retail buildings and restaurants are designed to be street oriented towards West Village Court. Commercial buildings lining the Main Street are intended to keep "eyes on the street" with a large amount of glass on the facades. Occasional and spontaneous public gathering is proposed to be at frontage of commercial buildings.
- No historic buildings have existed on this area. A 6.95-acre park is proposed to be named after upper valley farmers as a recognition of their work on these lands.

2. **General Design Elements.** Our design elements shall serve as guidelines only, and compliance with any design element within the Village at Westside Crossings development will be determined on a case-by-case basis. It is not intended that every element of the mixed-use development conform to all or any set number of the enumerated design elements.

- Pedestrian friendly activity will be encouraged throughout development by extending existing hike and bike trails throughout the development. Our main street will be designed to have shade, benches, and other pedestrian amenities.
- Proposed commercial uses will be compatible with and will serve adjacent neighborhoods. Permitted uses include grocery stores, apartments, a convenience store, medical offices, professional offices, retail spaces and restaurants.
- Development to include landscaped streets, parking trees, parks and open spaces. The adjacent development has over 13 ac of park space, more than 7 of which are immediately

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

adjacent the proposed GMU development. This is 3 times the park space that would be required for a similar residential development.

- Commercial buildings concept design is to have retail spaces of 1,200 square feet or more and no more than 4 stories tall.

3. **Architectural Objectives.** The architectural design has the following objectives:

   a. Architectural compatibility. Buildings will be related by a common architectural theme throughout the development.

   b. Human scale design. With the possible exception of a hotel, commercial (retail, office and apartments) buildings will be 1 to 4 story buildings.

   c. Integration of uses. Permitted uses such as offices, restaurants, and other uses listed on attached list will serve the adjacent neighborhood. Commercial uses to be compatible and beneficial to the residential development.

   d. Encouragement of pedestrian activity. Development is designed to encourage pedestrian friendly activity by extending existing hike and bike trail into the development. West Village Court design will include sidewalks with landscaped areas. Outdoor dining spaces will be provided at selected commercial spaces.

   e. Buildings that relate to and are oriented toward the street and surrounding buildings. Buildings along main street are proposed to be street oriented.

   f. Buildings that contain special architectural features will signify entrances to the mixed-use development. The proposed commercial development is designed to be a destination and West Village Court to be the focal point of commercial activity.

   g. Buildings that focus activity on a neighborhood open space, square or plaza. Commercial areas located on the south part of West Village Court will be adjacent to 7Ac of open space. Selected commercial spaces will include outdoor dining/gathering areas along the street and/ or park.

4. **Roadway Design.** The roadway designs will comply with the requirements of Title 19 (Subdivisions) of the El Paso City Code

   - West Village Court Roadway Design: 88' R.O.W. at Westside Drive and will transition into a 55' R.O.W with a traffic circle separating the commercial residential portions of the development.
   - Residential roadway design: 55 R.O.W.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

5. **Parking.**

- For planning purposes, parking is designed to have 4 spaces per every 1000 sq.ft. This will be adjusted based on code requirements based on any particular use. Parking will be subject to a shared parking policy.

6. **Setbacks.**

- Residential: The setbacks for the residential portion are to be the same as those for the single-family PR-1 development to the south: 20' - front; 20' – rear, 5' – side, and 10' – side street.
- Commercial: The setbacks for commercial lots are front – 0, rear – 20', side – 0, side street – 10'. Minimum average lot depth is 150 feet.

7. **Landscaping.** Uses within a mixed-use development shall not be required to conform to the landscaping requirements of Title 18 (Building and Construction) of the El Paso City Code.

This landscape standards section is intended to establish a design standard to create a uniform and consistent character among establishments. The character of the development shall consist of the following criteria:

At a minimum, 40% of the plant material shall be evergreen and all plant material shall be drought tolerant, consisting of native and adapted species. All plant material shall be in the City of El Paso's Approved Plant and Tree List.

Planting areas shall consist of the same rock mulch cover type and create uniformity throughout the development. The use of boulders and water harvesting techniques are encouraged to enhance the development's diligence in regional best practices.

Landscape Quantities

A total of 15% of the net parcel area shall be landscaped, however, neither the building footprint nor the Right-of-Way are to be included within the accountable parcel area. The landscape units are acquired by dividing the (15%) landscape area by 1,000. This will result in the parcels units, and dictate landscape quantities as follows:

- One 2-inch caliper tree per Unit
- Fifteen 5-gallon shrubs per Unit
- Five 1-gallon shrubs per Unit

With the exception of street corners, all streets and frontages shall account for one shade tree at every thirty feet and include shrubs between spans that are intended to create a pedestrian buffer. Medians will consist of smaller decorative trees and low-lying plant material.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

Parking lots shall include one shade tree for every 10 parking spaces and trees shall be installed no more than six feet from back-of-curb. The intent is that we reduce heat-island effect.

Additionally, canopy trees or shade structures may be provided so that at least 50% of the patio area will be shaded within 5 years of planting.

Landscaping plans including shade structures must be approved by the City Planning Commission.

Park equipment will consist of soccer fields, playground equipment and shaded trees.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

WDA
wright & dalbin
Planning · Architecture · Construction

SUBMITTAL REQUIREMENTS

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

Submittal Requirements

	PROJECT	SFD	SFA	MF	C
General Data Required for the Mixed Use District.					
Total acreage;	22.04				
Maximum proposed total number of dwelling units for all residential land uses combined;	48				
Maximum proposed total Floor Area for all nonresidential land uses combined, expressed in square feet.	210,877 S.F.				
General Data Required for Each Proposed Subdistrict.	N/A				
Total acreage;	Same as above				
Maximum proposed total number of dwelling units for all residential land uses combined;	Same as above				
Maximum proposed floor area for all nonresidential land use uses combined, expressed in square feet.	Same as above				
Property Development Regulations Required per Subdistrict by Land Use Type.	N/A				
Proposed acreages for each proposed land use including parks, open space, buffer zones, trails and school sites (as applicable);	Provided in MZP Report				
Minimum and maximum lot coverages;		5,114.72 S.F.	N/A	N/A	201,900 S.F.
Minimum lot width;		50'	N/A	N/A	N/A
Minimum lot depth;		100'	N/A	N/A	150'
Minimum building setbacks:					
Front,		20'	N/A	N/A	0'
Rear,		20'	N/A	N/A	20'
Cumulative front and rear,		N/A	N/A	N/A	N/A
Side-interior,		5'	N/A	N/A	0'
Side-street,		10'	N/A	N/A	10'
Cumulative side setbacks,		N/A	N/A	N/A	N/A
Garage;		N/A	N/A	N/A	N/A
Maximum building height:					
Primary structure(s),		35'	N/A	N/A	60'
Accessory structure(s);		N/A	N/A	N/A	N/A
Maximum proposed density for each residential land use type expressed in dwelling units per gross acre of developable land;		5 units per acre	N/A	N/A	N/A
Maximum proposed intensity for each nonresidential land use type expressed in floor area ratio (FAR).		N/A	N/A	N/A	0.6 FAR

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

WDA
Wright & Dalbin
Planning · Architecture · Construction

DEVELOPMENT PLAN REQUIREMENTS

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

Development Plan Map Requirements

Overall development boundary, labeled with bearings and distances; Refer to Master Zoning Plan.

General arrangement and acreages of existing and proposed land uses including open space; Provided below.

Proposed phasing boundaries; GMU rezoned area is included to be built under Phase III of Village at Westside Crossing Subdivision, refer to attached Preliminary Plat for Phasing Schedule and phasing boundaries.

Layout and relationship of proposed development where adjacent to existing development; Included on the Master Zoning Plan

General location and acreages for each proposed park, open space, buffer zone, trails Locations Included on Master Zoning Plan. Note that the majority of the open spaces provided will be maintained by the Village at Westside Crossings Home-Owners Association (HOA).

Proposed acreage for each land use type, park, and open space

1. COMMERCIAL / RETAIL / OFFICE / APARTMENTS 9.25 Ac
2. RESIDENTIAL (48 RESIDENTIAL LOTS) 5. 61 Ac
3. PARK / OPEN SPACE 2.77 Ac

Development Plan Map Requirements.					
Overall development boundary, labeled with bearings and distances;	Refer to MZP				
General arrangement and acreages of existing and proposed land uses including open space;	Refer to MZP				
Proposed phasing boundaries;	Phasing schedule including on plat				
Layout and relationship of proposed development where adjacent to existing development;	Included on MZP				
General location and acreages for each proposed park, open space, buffer zone, trails and school site (as applicable), provided that any change in location may be approved administratively by the parks director.	Locations included on MZP				
A table or list depicting the proposed acreage for each land use type, park, open space, trail and school site (as applicable) shall accompany the MZP.					
A written report shall accompany the MZP that describes:	Provided in MZP report				

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

Purpose	Provided in MZP report				
Characteristics	Provided in MZP report				
Components	Provided in MZP report				
Timing of the proposed mix of land uses within the development,	Provided in MZP report				
General statement of how the development relates to the city's comprehensive plan	Provided in MZP report				
A detailed description shall be required for each proposed land use, identifying the permissible uses for any subdistrict within the mixed-use district to determine the compatibility of such uses within the mixed-use district.	Provided in MZP report				
A phasing schedule shall be submitted with the rezoning application that indicates the proposed phasing of the development, the approximate time frame in which construction and development is expected to begin and the duration of time required for completion of the development.	Provided in MZP report				

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

WDA
Wright & Dalbin
Planning · Architecture · Construction

PROPOSED LIST OF PERMITTED BUSINESSES / TENANTS

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

Village at Westside Crossings
Proposed List of Permitted Businesses and/or Tenants

All offerings are subject to prior sale, lease, or withdrawal from the market without notice. Possible commercial uses, these uses cannot be designated without securing a possible tenant, but all compatible uses will be the below:

- Grocery
- Supermarket
- Convenience Store with gas pumps
- Office, Business
- Office, Medical
- Office, Professional
- Bank
- Veterinary Treatment Center
- Pet shop
- Barber Shop
- Beauty Salon
- Boutique
- Flower Shop
- Sporting Goods Store
- Community Recreational Facility
- Restaurant (sit down)
- Restaurant (drive in or walk up)
- Delicatessen
- Bakery
- Ice Cream Parlor
- Brewery
- Nightclub, bar, cocktail lounge
- Childcare Facility
- Apartments
- Hotel
- Personal Wireless Service Facility (PWSF) facility mounted.
- Other Uses:
    - Driving School
    - Wireless Telephone Tower with approval of HOA.

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

Planning · Architecture · Construction

- Other Retail Establishments (high-volume):
  - Furniture / Housewares / Decorations
  - Beauty Salons / Barber Shop / Salon & Spa
  - Cellular / Wireless / Cable / Internet
  - Gift Shop / Cards / Florists
  - Shipping / Packaging / Postal Mail services
  - Bridal Shop / Dress shop / Formalwear
  - Tailoring / Alterations
  - Beauty Supplies
  - Bicycle shop
  - Beverage specialty store
  - Sporting Goods / Hunting / Boating
  - Tobacco / Cigar shop
  - Apparel (Mens, Womens, Children, Family, Maternity, Uniforms, Activewear)

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

ATTACHMENT 4

22.1

2017 JUN -6 AM 11:44

ORDINANCE NO. 018709

AN ORDINANCE AMENDING A PORTION OF THE NORTHWEST UPPER VALLEY PLAN, A STUDY AREA PLAN INCORPORATED WITHIN "PLAN EL PASO," TO CALIBRATE POLICY RECOMMENDATIONS TO MEET THE GOALS AND POLICIES OF "PLAN EL PASO."

WHEREAS, *Plan El Paso*, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan provides a basis for the City's regulations and policies that directs its physical and economic development; and

WHEREAS, *Plan El Paso*, upon adoption, incorporated all existing study area plans into the Comprehensive Plan; and

WHEREAS, the *Northwest Upper Valley Plan* is one of the aforementioned study area plans; and

WHEREAS, Policy 1.3.3 of *Plan El Paso* states that study area plans will remain in effect, except for any provisions that may conflict with the Comprehensive Plan, until such time as any of these study area plans are amended or repealed by the City Council; and

WHEREAS, the *Northwest Upper Valley Plan* makes policy recommendations that are in conflict with the Comprehensive Plan; and

WHEREAS, the proposed amendment to the *Northwest Upper Valley Plan* will address these conflicts and directly address goals and policies stated in *Plan El Paso*; and

WHEREAS, after conducting a public hearing, the proposed amendment to the *Northwest Upper Valley Plan* will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in *Plan El Paso*,

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

1. That portions of the *Northwest Upper Valley Plan* are amended, as further detailed in Exhibit "A" attached herein.
2. Except as otherwise amended herein, the *Northwest Upper Valley Plan* will remain in full force and effect.

ADOPTED this 25th day of July, 2017.

THE CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
for Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Larry F. Nichols, Director
Planning & Inspections Department

CITY CLERK DEPT
2017 JUL -5 AM 8:37

018709

ORDINANCE NO. _____
17-1007-1902|686934
Northwest Upper Valley Plan Amendment
OAR

PLCP16-00003

EXHIBIT "A"

Northwest Upper Valley Plan June 2017 Amendment

Northwest Planning Area

The recommendations of Plan El Paso, adopted on March 6, 2012, provide goals and policies for the development and redevelopment of the City of El Paso and its extra-territorial jurisdictions. The Northwest Upper Valley Plan, first adopted January 13, 2004, was incorporated into Plan El Paso upon that document's adoption. Plan El Paso indicated that special study area plans remain in effect after their incorporation into the comprehensive plan, except for any provisions that may conflict with the plan, until such time as any study area plan is amended or repealed by City Council.

Plan El Paso provides multiple recommendations for the direction of development in the Upper Valley. An emphasis of these recommendations is the implementation of cluster development principles as a more effective means of fulfilling the intent of the Northwest Upper Valley Plan:

> *"If housing is not allowed to cluster, and large lot zoning (such as 2.5 units per acres) is permitted, this will likely result in the subdivision of entire sites into private individual lots, leaving no meaningful open space or landscape being preserved. The unfortunate result would be the creation of suburban subdivisions similar to those constructed in recent decades through El Paso, and a loss of the farmland and open space that give the valley its unique character. (Plan El Paso, p.2-40)"*

This amendment imposes restrictions on the Northwest Upper Valley Plan area that will result in development that better fulfills the intent of the plan, and furthers the goals and policies of Plan El Paso.

Artcraft Road Corridor

- The Artcraft Road Corridor shall be defined as the area extending 700 feet on either side of the Artcraft Road right-of-way from Doniphan Drive to the New Mexico state line.
- Recognizing that there will be increased interstate heavy traffic on Artcraft Road, new development along the Artcraft Corridor should be planned in such a way as to promote the welfare, beauty and comfort of the area along the Artcraft Corridor and in the remainder of the Northwest Upper Valley Study Area.

Residential Development

- New development should be encouraged to provide and make provisions to maintain a thirty five foot (35') landscaped strip of property along Artcraft Road, Westside Drive, Gomez Road, Upper Valley Road, Borderland Road, and Strahan Road, and along any irrigation canals, spurs and drains, measured from the edge of the right-of-way, to include native plants and trees.

018709

ORDINANCE NO. _____ **PLCP16-00003**

17-1007-1902|686934
Northwest Upper Valley Plan Amendment
OAR

Commercial Development

- New commercial development should be encouraged to provide and make provision to maintain a landscaped buffer along any property line that abuts residential uses.
- Commercial development should be restricted to neighborhood-compatible uses.
- A detailed site development plan should be encouraged for all commercial zoning requests.

Remainder of Northwest Upper Valley Study Area

This area – between the Rio Grande and the New Mexico state line and between Country Club Road and Borderland Road, but excluding the Artcraft Road Corridor – is characterized by the following:

- The area is a mix of agricultural uses and medium-density single-family residential neighborhoods with a suburban character. There is limited open space that is publicly owned and maintained or otherwise accessible to the public.
- Only a few collector roads serve the area and traffic circulation is hampered by the need to cross the Rio Grande on bridges at Country Club, Artcraft Road, and Borderland Road. Growth to the west in New Mexico and to the north in El Paso County will continue to funnel more people onto the routes for these bridges.
- Because of continuing agricultural use, the area is criss-crossed by irrigation canals and drains and their access roads that fall under the jurisdiction of El Paso County Irrigation District #1.
- Most existing residential developments front onto the few collector roads and back onto irrigation ditches, leaving interior tracts of land that are accessible only by ditch-bank roads or by long or irregular routes to the collector roads.
- The area has unique features that attract many people to use the area for recreational activities such as bird watching, cycling, and horseback riding.
- The area lies in the Rio Grande flood plain, providing the potential for flooding, and there is not an up to date comprehensive drainage study or flood plan for this area.

As a result:

- New residential development should be limited to the gross density permitted in the underlying zoning district.
- New development should provide and make provision to maintain at least 30% of the net developable area of the development as open space, inclusive of any parkland dedication requirement.
- "Net Developable Area" means the total platted area of a subdivision excluding rights-of-way and areas required for stormwater retention and conveyance.
- Provided open space should serve a clear function, such as preservation of natural landscape, vegetation or unique features, agricultural production, or functional recreational spaces. Open spaces should be preserved via deed restriction or public dedication, and maintained in perpetuity by a homeowners association, land trust or other non-profit organization, or the municipality.
- In new residential developments, open space should be distributed in a manner that provides scenic, agricultural, or recreational value to residents, when possible.

- Within residential developments, developers should be discouraged from providing Park Dedication Fees in lieu of land for parks.
- The City, the El Paso County Water Improvement District No. 1, and developers should work together to plan for the safe passage of horses, cyclists and pedestrians along all arterials, collectors and sub-collectors and keep the area and the Rio Grande River Park accessible and compatible for these uses through the use of multi-use trails and ditch-banks.

Northwest Upper Valley Plan

Approved by the City Council:
January 13, 2004

PLANNING, RESEARCH & DEVELOPMENT

Published by authority of the Mayor and City Council

Approved by the City Council: January 13, 2004

Mayor and City Council

Joe Wardy, Mayor
Adrian Ocegueda, Executive Assistant to the Mayor
Laura Uribarri, , Executive Assistant to the Mayor

Susan Austin, District 1
Robert A. Cushing, Jr., District 2
Jose Alexandro Lozano, District 3
John Cook, District 4
Daniel S. Power, District 5
Paul J. Escobar, District 6
Vivian Rojas, District 7
Anthony Cobos, District 8

PLANNING, RESEARCH & DEVELOPMENT

Table of Contents

Concept Analysis Purpose . . . 4

Description of Area . . . 4

History . . . 6
1950 - 1980 . . . 6
1980 - 1990 . . . 6
1990 - 2000 . . . 7
2000 - present . . . 8

Current Conditions . . . 10
Existing Land Uses . . . 10
Existing Zoning . . . 10
Short Range Planned Projects . . . 10

Alternative Futures . . . 12
How Many People: MPO Projections . . . 12
How Should New Growth be Accommodated: Alternative Urban Forms . . . 13

Alternative Plan Analysis . . . 15
Alternative A Analysis
Land Required For Housing . . . 15
Schools Parks . . . 15
Pros and Cons of Alternative A . . . 15
Alternative B Analysis . . . 17
Land Required For Housing . . . 19
Schools Parks . . . 19
Pros and Cons of Alternative B . . . 19
Alternative C Analysis . . . 19
Land Required For Housing . . . 20
Schools Parks . . . 20
Pros and Cons of Alternative C . . . 20
Transportation Infrastructure Analysis . . . 22

Implementation Strategies . . . 23
Recomendations . . . **25**
Text of Approved Amendment . . . 27

Map List
Map 1. Study Area . . . 5
Map 2. Subdivisions, 1980 . . . 8
Map 3. Subdivisions, 1990 . . . 8
Map 4. Subdivisions, 2000 . . . 9
Map 5. Subdivisions, 2003 . . . 9
Map 6. Current Zoning . . . 11
Map 7. Alternative A . . . 16
Map 8. Alternative B . . . 18
Map 9. Alternative C . . . 21
Map 10. Recommended Alternative D . . . 26
Map 11: Revised Land Use Map . . . 30

Exhibits
Exhibit 1. Survey Results . . . 31
Exhibit 2. Ordinance Draft . . . 33

Northwest Upper Valley Plan

Concept Analysis Purpose

The purpose of this report is to provide alternative policies and guidelines for development, examine proposed development impacts, and review existing zoning regulations applicable to the study area in order to make recommendations to amend the City's comprehensive plan, *The Plan for El Paso*. The report reviews the land development trends in the area and proposes three alternative growth patterns that could occur depending on the actions taken by the City. The alternatives and their consequences are described in detail so that the public and City Council will be able to make an informed decision to amend *The Plan for El Paso*.

The Mayor and City Council voted on September 16, 2003 to direct the Planning, Research and Development Department to examine a portion of the Upper Valley at the northwesterly edge of the city limits and analyze the effect of a Comprehensive Plan amendment. The area has been predominantly low-density residential and agricultural use. Since the year 2000, however, several large parcels of land were rezoned and subdivided to allow higher density residential development, leading to concern by the established residents that the rural ambiance is deteriorating.

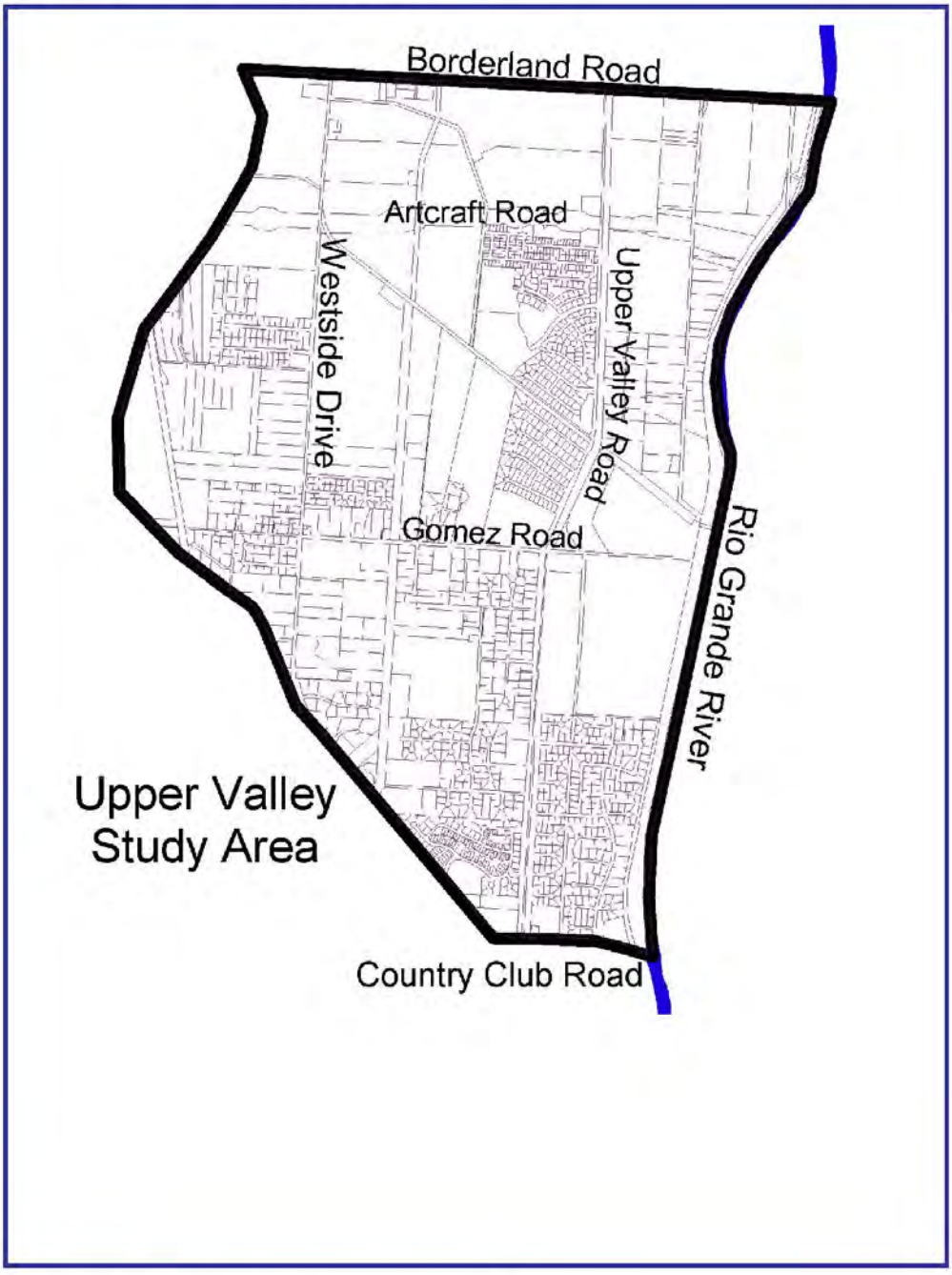
After meeting with groups of residents, the City Council directed the Department to "prepare an amendment with public input, as provided for in *The Plan for El Paso*, of the City's comprehensive plan, to modify the goals, policies and land use recommendations for a portion of the Upper Valley Study Area within the Northwest Planning Area referred to as Policy Area #5A...." The Council then included a general list of policies that the proposed amendment should incorporate. A second motion directed staff to review the Major Thoroughfare Plan status of Gomez Road (Redd Road extension), one of several thoroughfares passing through the study area that are planned for widening and includes an extension connection across the Rio Grande to Redd Road.

Description of area

The subject area of the Upper Valley consists of approximately 2,500 acres, or about 3.9 square miles. It is bounded on the North by Borderland Road, on the East by the Rio Grande, on the South by Country Club Road and on the West by the Texas/New Mexico state line as noted in Map 1. From North to South the area is about 2 ¾ miles in length and it is about 1.9 miles at its widest point from the river to the New Mexico Border. Geographically it is a flat river flood plain containing rich soil for agriculture. A network of irrigation canals and drains criss-crosses the area.

The existing land use is primarily low density residential. Some large agricultural tracts exist as well, mostly north of Gomez Road. There is one elementary school, in the Canutillo School District, and no police or fire stations within the study area. There are no completed parks, but one park is currently under construction and the Rio Grande Trail System River Park along the river is under development. Except for a small store at Gomez Road and Westside Drive, commercial uses exist only on Country Club Road within the area.

Map 1. Study Area - *Northwest Upper Valley*



The super arterial Artcraft Road goes east-west across the top quarter of the area providing access to Interstate Highway 10 and New Mexico. All other roads are two lanes at this time. Country Club Road provides IH-10 access; Borderland Road crosses the river but does not reach the freeway. The only way traffic in the study area can reach these east-west arterials is on two north-south roads, Westside Drive and Upper Valley Road. All other roads provide strictly internal circulation to the area.

History

1950-1980

Prior to 1954 the study area was under El Paso County jurisdiction. It was mostly farmland with scattered houses serving the agricultural residents. Small portions were annexed into the City of El Paso on three occasions: The City annexation of 1954 included 52 acres north of Country Club Road within the current study area. More importantly, this annexation brought the whole of the study area into the extraterritorial jurisdiction of the City. The annexation of 1968 specifically added a small 6-acre area adjacent to the previously annexed area. Another annexation in 1978 was mainly east of the river, but it included about 13 acres of the current study area.

Subdivision records indicate 246 acres were subdivided from 1970 to 1980. A total of 452 lots were created by the new subdivisions. The gross density is calculated to be 1.8 lots/acre. No zoning information is available since the vast majority of the area was under the County, which has no zoning authority.

1980-1990

A major annexation in 1987 of over 2,400 acres brought the entire study area into the City and established the current boundaries. During the 1980's a total of 89 acres was subdivided. The total number of lots in those subdivisions was 118 lots for an average gross density of 1.3 lots per acre.

By the year 1990 the total population was 1,982 living in 578 dwelling units according to the U.S. Census Bureau, 1990 Census.

1980-1990 Re-Zoning Cases

New	*Old*	*Total Acres*	*Total Parcels*
C-1	R-3	5.17	1
PR-1	R-3	47.94	165
R-1	R-3	294.62	179
R-2	R-3	256.33	501
R-3	R-F	2.30	1
R-F	R-3	1,239	372
S-D	R-3	4.30	2
		1,849.66	1,221

In 1987 all Upper Valley annexed land was initially zoned R-3 (Residential) as required by ordinance. However, soon thereafter the City prepared a zoning plan, as also required by ordinance, in order to determine and apply the most appropriate zoning. The vast majority of land was rezoned from the R-3 designation to lower intensity uses during this period. The only cases of up zoning were the Tennis West Planned Residential project, which required PR-1 zoning and a small subdivision that went from R-F back up to R2A -sp.

1990-2000

The Upper Valley Plan was approved in 1996 and is still referenced in the 1999 Plan for El Paso. The Upper Valley Plan divided the Upper Valley into several policy areas and each had specific policy recommendations. The study area between Borderland Road and Country Club, bounded by the Rio Grande and the City limits was designated Area 5A.

The 1996 Upper Valley Plan recommended that Area 5A remain "low density residential" with "medium density residential and neighborhood commercial" to be allowed as nodes at four major intersections. The proposed nodes were to be at the intersections Westside Drive makes with Artcraft and with Gomez as well as at the intersections Upper Valley Road makes with Artcraft and Country Club.

The policy recommendations of the Upper Valley Plan were made in qualitative terms; no numerical densities or zoning categories were recommended. However, a section titled "Justification" stated that large lot single family residences (R-1, R2 and R2-A) represent the dominant land use in this area … and are expected to remain in the future." The intent of the plan was to restrict rezonings to R2-A or less except at the proposed nodes.

1990-2000 Re-Zoning Cases

New	Old	TotalAcres	TotalParcels
C-1	R-3	12.8	4
R-1	R-F	10.4	14
R-2	R-F	107.79	7
R-2	R-1	152.2	285
R-2 c	R-2	96.7	1
R-2	R-3	93.9	247
R3	R-F	60.17	4
S-D	R-3	4.3	2
		538.26	564

The 1996 Upper Valley Plan envisioned several future roadway expansions, which were also reflected in the Major Thoroughfare Plan. Artcraft was shown as a super arterial between New Mexico and IH-10. The plan also included the connection of Gomez Road to Redd Road via a new bridge across the River. Gomez and Westside Roads were planned as major arterials and Upper Valley Road planned as a minor arterial. A network of hike and bike trails is proposed to take advantage of the canal network.

During the 1990's 169 acres of land were subdivided. The total number of lots was 237 with an average density of 1.4 lots per acre. Some R-1 subdivisions and a private park in another subdivision cause this low average; most of the new developments had a somewhat higher density.

The 2000 U.S. Census counted a population of 2,184, a 10% increase from 1990. Dwelling units were counted to be 698, an increase of 20%, which shows a reduced number of persons per household in the area. Family income went up by 75% during the same time. The 1990 median family income was $50,557 and the 2000 median family income was $88,553. In conjunction with population increases the Damian Elementary School opened in 1992 at the extreme northern end of the study area.

The zoning change requests recorded during this decade contrast with the previous decade in that most were for up zoning to more intensive use. The first R3-A request was approved during this time.

2000-present

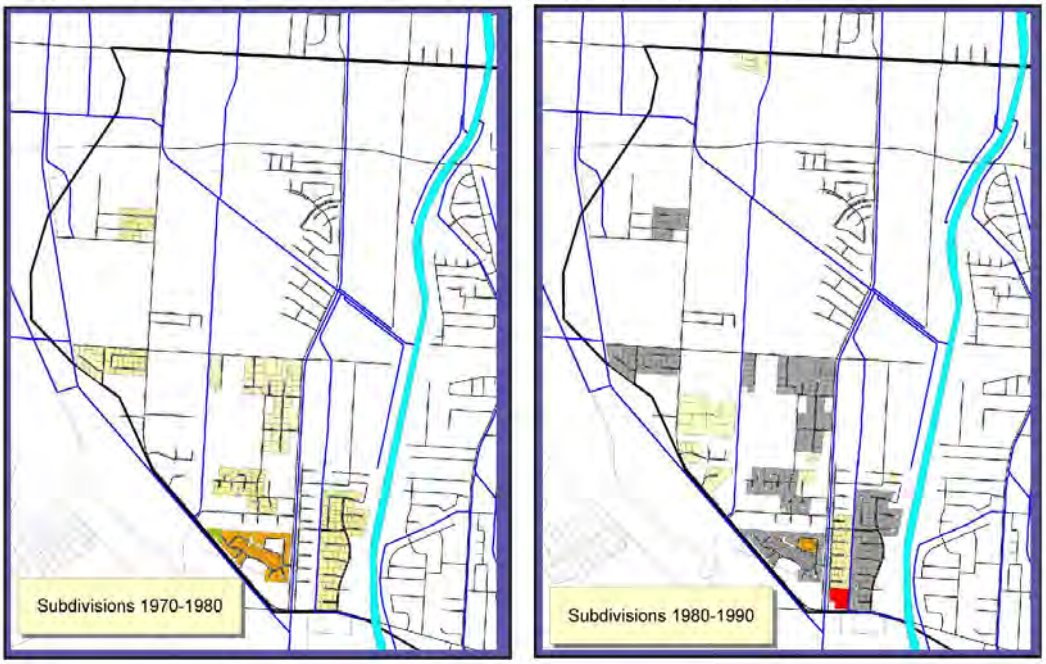
The construction of Artcraft Road was completed in 2000. Previously, residents had to use congested Country Club Road to get to other parts of El Paso. Artcraft Road is a super arterial that provides a direct link from the study area to IH-10. The 1999 update of the Plan for El Paso recognized that this improved access would stimulate growth. The Plan, approved by City Council, included specific policies for the Artcraft Corridor in the Upper Valley. These policies designated the entire corridor for "mixed use", including office parks and apartment complexes. The accompanying maps showed medium density residential and mixed use in the corridor.

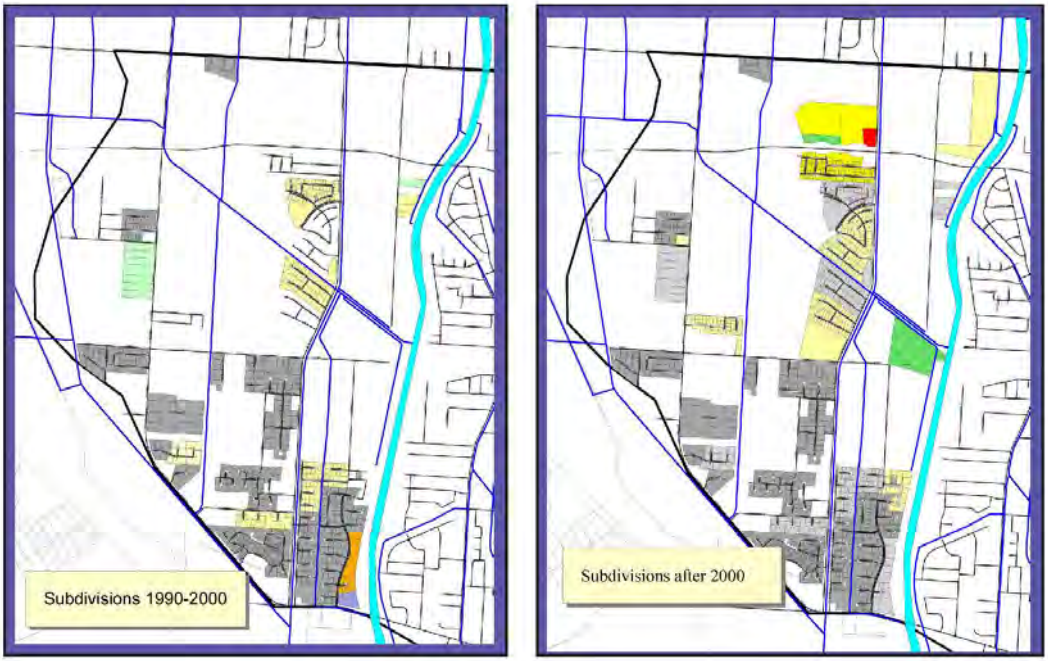
2000-Nov. 2003 Re-Zoning Cases

New	Old	TotalAcres	TotalParcels
C-2	R-F	1.95	1
R-2	R-F	79.86	55
R-2	R-3	35.1	3
R-3A	R-F	105.94	141
		220.9	199

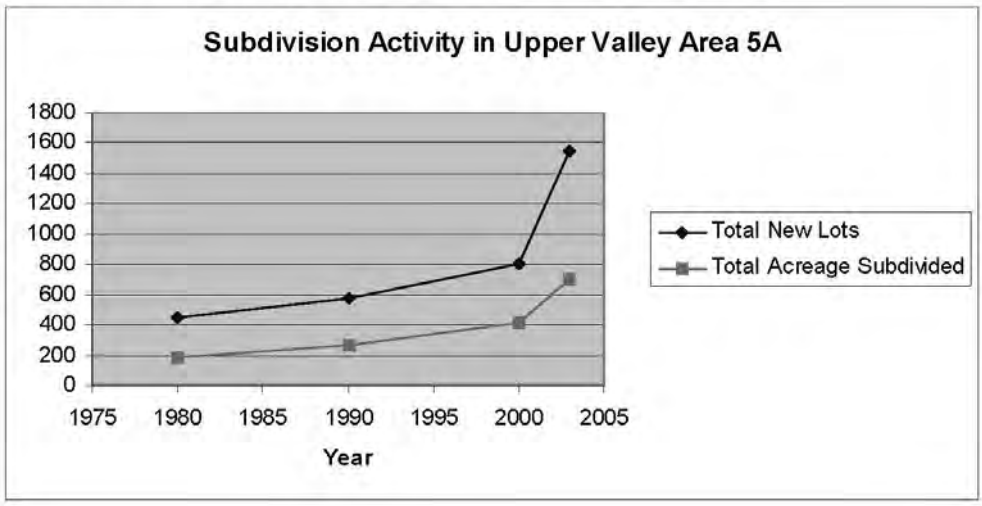
In the three years between the opening of Artcraft Road and this report, the Planning department has received subdivision applications covering 220 acres. At the latest count, the number of lots in these requests total 713 for a calculated net density of 3.4 per acre. Among these subdivisions were the first R3-A projects within the study area. Building all 713 new home sites would more than double the number of dwelling units in the study area since the 2000 census, which counted 698.

Maps 2 to 5. Subdivision Growth - *Time Series Analysis, 1980, 1990, 2000, 2003*





Graph 1. Subdivision Growth Over Time



All but one zoning change since 2000 has been to up zone R-F (Ranch Farm) to more intensive residential or commercial uses, including over 100 acres for R3-A. The areas rezoned to R3-A are all part of subdivisions abutting the Artcraft corridor.

Use	Number of Parcels
Single Family	800
Ranch/Farm	153
Vacant	368
Commercial	10
Other	19

Two new parks have been dedicated for a total acreage of 40 acres. This equals 1.6% of the total study area. No new schools, police stations or fire facilities have been added although new facilities have been built outside of the area that provide additional service. According to EPISD criteria, an elementary school should be constructed when 600 students are available, with the corresponding number rising to 1000 for a middle school and 2000 for a high school. The current student population is accommodated within existing schools at this time.

Current Conditions

Existing land uses

The Planning Department field checked the existing land use of all parcels during the year 2002. At that time the most common land use in the study area was single family residential. Eight hundred parcels had single-family homes on them and an additional 153 parcels were identified as having Ranch-Farm uses. Vacant parcels totaled 368 and 10 had commercial uses. The remaining 19 parcels had other uses including 2 churches and 2 industrial uses.

Current Zoning	Total Acres	Total Parcels
C-1	12.75	4
C-2	1.95	1
PR-1	47.94	165
R-1	303.01	198
R-2	435.68	845
R-2A	119.05	6
R-3A	244.15	146
R/F	958.37	145
S-D	4.3	2
Totals	**2,127.20**	**1,512**

Existing Zoning

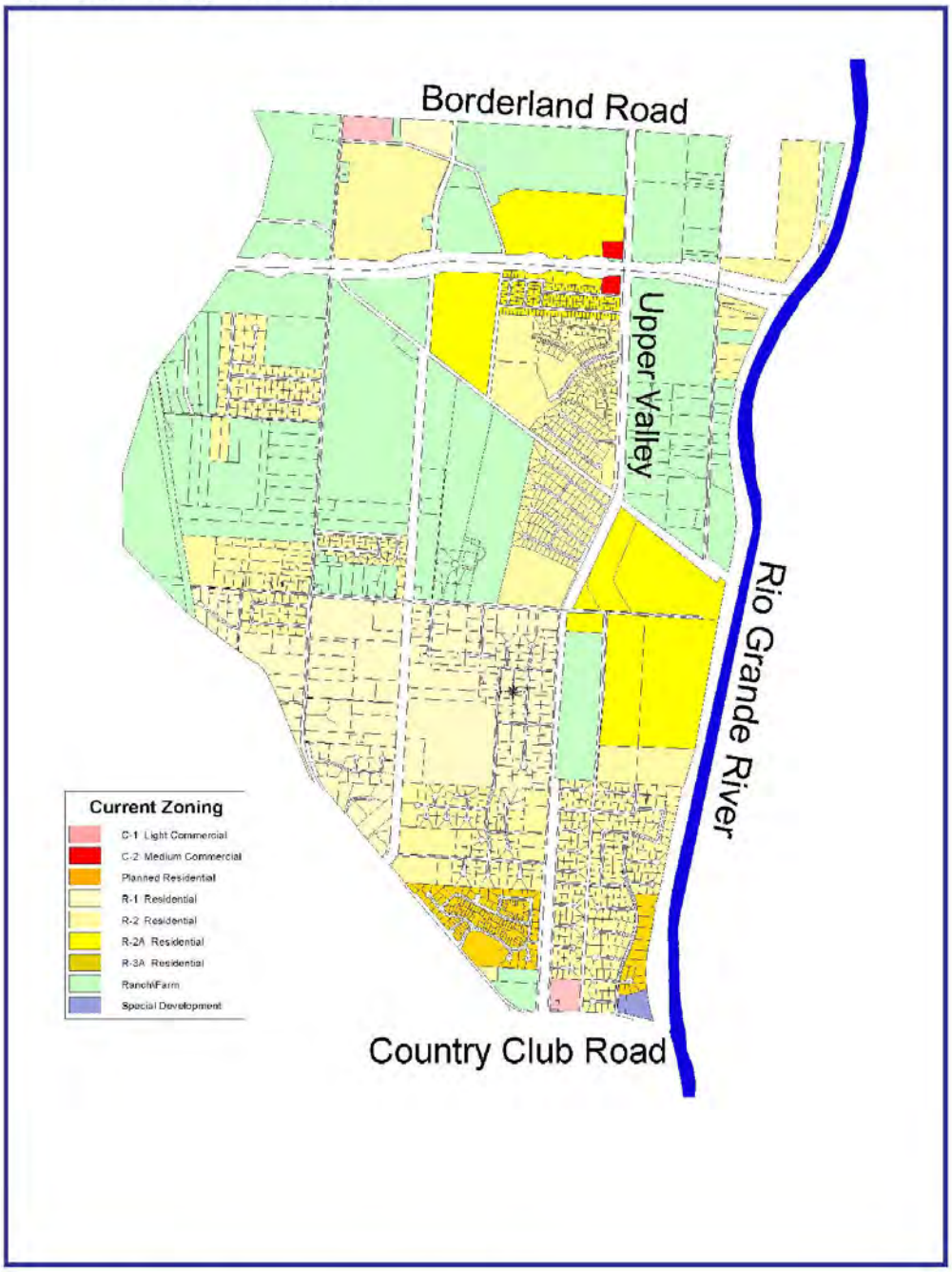
The predominant zoning designation in the study area at the time of this study, November 2003, is R-F (ranch farm), with nearly 40% of land zoned as such. R-1 makes up another 12% so the existing zoning is over 50% very low density residential. R-2 and R-2A are now over 20%. With the exception of 60 acres rezoned in 1996, most of the R-3A rezoning has occurred in the past three years to now constitute nearly 10% of the study area. The table below does include the area of the streets and the canals that occur within districts.

Short Range Planned Projects

Some new public services are planned in the short-term for the area. Two new parks have been dedicated, the 36 acre Valley Creek park next to the river at the extension of Gomez Road and a 3.4 acre unnamed park just north of Artcraft Road. The Rio Grande Trail System is under construction within the levee banks of the river. It consists of a hike and bike trail within the flood plain of the river.

Gomez Road will be extended, as a two-lane road, to provide access to Valley Creek Park. Right of way is also being acquired to accommodate four lanes on Upper Valley Road sometime in the future. The future connection of Gomez Road to Redd Road across the river is not planned until sometime between 2015 and 2025.

Map 6. Current Zoning - ***November, 2003***



No new schools are known to be planned at this time within the study area. The area north of Gomez Road is in the Canutillo school district and the area south of Gomez Road is in the El Paso school district. Typical school district policies state that an elementary school should house 600-850 students, a middle school 1,000 – 1,200 students and a high school 2,000 – 2,300 students. A school district uses a "student per population" index to estimate the future need for new schools. Each dwelling unit is assumed to produce 0.2384 elementary aged children, 0.0993 middle school pupils and 0.1369 high school students.

The Fire department bases the need for new stations first on the distance from existing stations and second on the number of calls they receive per day. The study area is served by two fire stations outside the area but within the maximum distance requirement. Since the call rate at the two stations in the upper valley is still very low, no new stations are being planned at this time.

Alternative futures

Two questions need to be considered when charting the future of an area: "How many people should live there and how should they be accommodated?" These are policy questions to be decided by the City Council. Depending upon the policy choice, planning controls can be implemented to attempt to direct growth toward or away from the area. A certain amount of growth is inevitable in the study area as the regional population pressure grows, but the density and impact on city services can be guided by policy.

The City's existing answer to the first question has been made in the form of a growth projection. A projection is an educated guess based on certain assumptions such as density of development and attractiveness of an area. By incorporating a given growth projection into the City Plan the policy decision has been made implicitly that the projected amount of growth will be acceptable.

How many people: MPO Projections

The El Paso MPO and the Planning, Research and Development Department work together to develop projections of population growth for over 660 separate zones in the region. These projections are based on regional control figures, which estimate the total growth in the region. The total new growth is then distributed to the zones deemed most likely to experience growth. Zones with low densities close to existing development are assumed to be prime candidates for growth. The final built-out density is assumed to match the average of recent, nearby growth.

According to this methodology, growth in the study area is projected to climb dramatically after the year 2000. The growth between 1990 and 2000, according to the census, was only 10% but the projected growth between 2005 and 2015 is estimated by the MPO to be 81%. The bottom line is that the over 2200 new dwelling units are expected to be constructed in this area between the year 2000 and the year 2025. In fact, 713 new lots have already been created in proposed new subdivisions since that time, so actual growth may exceed projections if the current trend is continued.

Another way of looking at how much growth an area should accommodate is by examining the portion of the whole region that the area holds. The percentage of the county's population in the study area in 1990 was 0.33 % According to the 2000 census that percentage had dropped slightly to 0.32% of the County. The growth projections suggest that in 2005 that number will increase to 0.5 percent and by 2025 the study area's share will be 0.8 percent.

Such increases in population in an area must result in increased average housing densities. In 1990 there was one dwelling unit on the average for every four acres. In 2000 there was one household for every 3.5 acres. If the projections are correct, in 2025 there will be a household on every .8 acres on the average.

The MPO also projects employment growth. They project a total of 1091 employees will find jobs within the study area by the year 2030. Of course, these estimates are based on regional totals and may or may not actually occur.

	Year			
New dwelling units needed	*2005*	*2015*	*2025*	*2030*
to meet growth projection	*none*	*995 du*	*1542 du*	*2526 du*
Gross density	*Total Acres Needed for Housing*			
1.5 du/acre	*none*	*663 ac*	*1028 ac*	*1684 ac*
2.5 du/acre	*none*	*398 ac*	*617 ac*	*1010 ac*
3.5 du/acre	*none*	*284 ac*	*441 ac*	*722 ac*

How should new growth be accommodated: Alternative Urban Forms

The second question that needs to be answered is what the urban form should be to accommodate the future population in the study area. If the projected numbers of new dwelling units are accepted as the appropriate share that study area should hold, it means that 1515 new du's will need to be accommodated by 2025, in addition to the 713 already on the way.

One dimension of urban form is the gross density, how many houses per acre of land. Gross density means the overall average number of houses per every acre, including acreage set aside for parks, roads (often 30%) and all other uses. Net density counts only the actual lots that the houses sit on. The total acreage required to accommodate the projected growth at different gross densities is shown below. As can be seen in the table, the 713 lots in the new and proposed subdivisions surpass the projected need for 2005.

Land zoned R-F or R-1 is most likely to be subdivided to accommodate growth in the future. Currently there remain 958 acres zoned R-F (ranch farm) and 303 acres zoned R-1 (residential), so any average density in the above table requiring more than 958 acres would require rezoning existing R-1 as well as all the R-F. Rezoning additional acreage for commercial uses would also be required to accommodate development.

Gross Densities of Typical Existing Subdivisions

Name	*Actual Zoning*	*Size in Acres*	*Number of Sites*	*Gross Density*	*Comments*
River Park West	*R-3A*	*31.2*	*137*	*4.4*	*Includes a park, pond and commcl*
Los Nogales	*R-2A*	*15.4*	*57*	*3.7*	*East of river (outside area)*
Laguna Meadows	*R-2*	*64*	*156*	*2.4*	*Includes a park and pond*
Rancho Sereno	*R-1*	*11.47*	*14*	*1.2*	
Tennis West	*PR-1*	*45.9*	*130*	*2.8*	*Incl tennis courts and ponds*

It is unrealistic to assume a uniform density over all the new growth as the table does above. The gross density of a typical subdivision depends on the zoning, which determines the size of the residential homesites, and on the amount of land devoted to non-residential uses. Non-residential uses include roads, which all subdivisions have, parks, schools, drainage structures and possibly even commercial parcels. Subdivisions can vary in their gross density even within the same zoning district. Nevertheless, the table below shows a typical gross density for zoning districts, in dwelling units per acre. These were obtained from subdivisions already built within or nearby to the study area.

Since zoning ultimately creates urban form, various combinations of zoning districts and their typical densities were combined in different ways to develop the three alternative concepts discussed next.

R-1 sp 1.2 units per acre

R-3A 4.4 units per acre incl. park and ponding area

R-2 sp 2.4 units per acre including ponding area

R-F .14 units per acre

PR-1 2.8 units per acre including parks and ponds

Alternative Plan Analysis

Alternative A Analysis

The first alternative was created to represent a continuation of current trends. It assumes all R-F land will eventually be rezoned to R-3A or R-2A. Most R-1 land is assumed to be rezoned to R-2A or R-2. The locations of the imagined future land uses are suggested in the concept map labeled "Alternative A."

Land Required for housing

Using the sample densities as a guide, this scenario would be able to accommodate nearly 4000 new dwelling units in addition to those subdivided at the time of this writing.

Schools, Parks

The number of new dwelling units allowed would generate an estimated 939 elementary, 391 middle and 539 high school students. This is enough students to fill more than one new elementary school, depending on the age of the students. At the mandated ratio of one acre of park per 200 dwelling units this plan should provide 20 new acres of parkland.

Pros and Cons of Alternative A

Pros

- Requires no change in plan or policy
- Understood by development community
- Increases tax base
- Higher densities require less land per DU

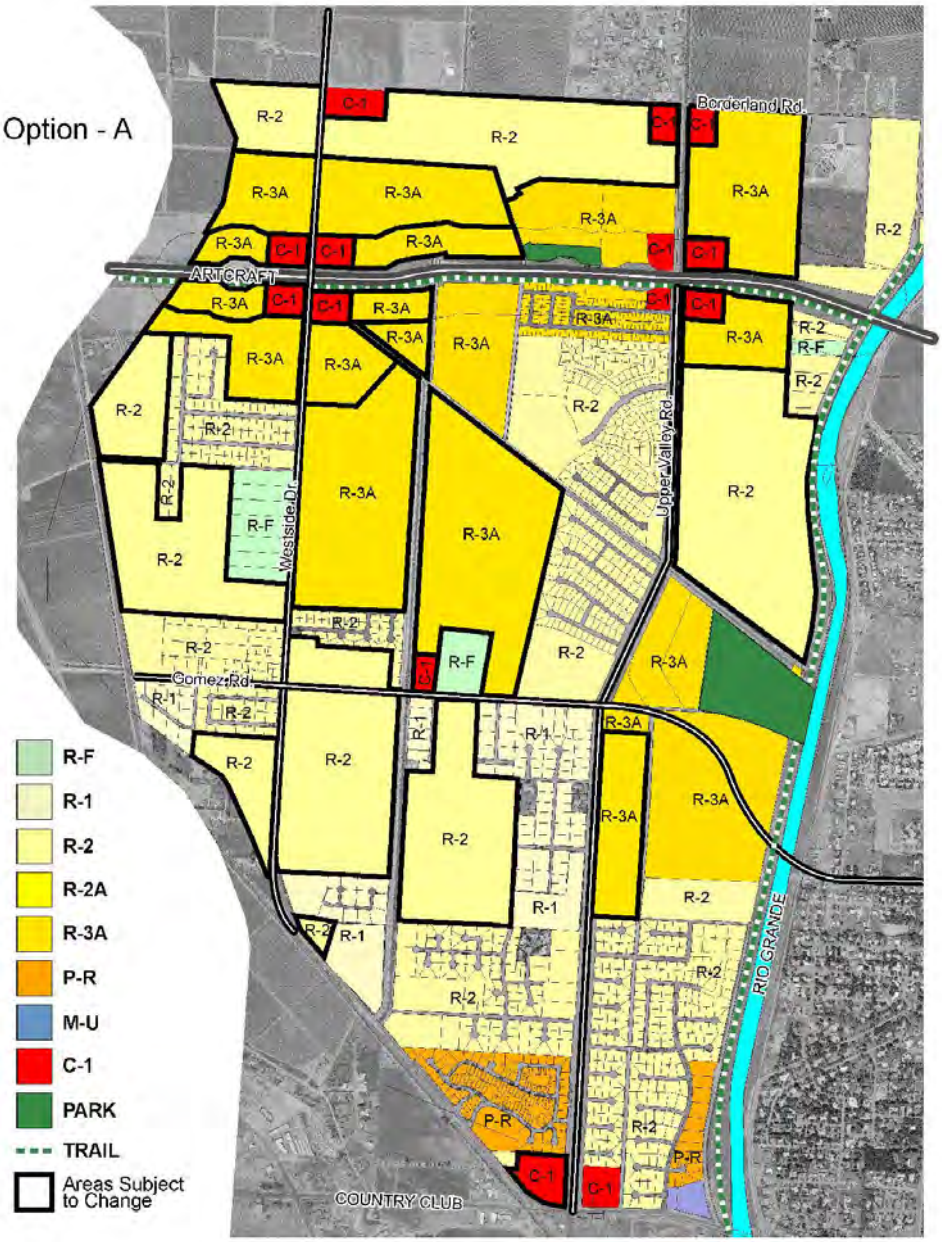
Cons

- Allows growth far exceeding projected numbers
- Changes rural ambience
- Diminishes agricultural land reserve
- Requires extensive public services

Zoning	*Available Land (Acres)*	*Density*	*Possible New DU's*
C-1	*34.5*		
R-2	*851*	*2.3*	*1957*
R2-A, R-3	*426*	*3.8*	*1618*
R-3A	*79*	*4.3*	*339*
Total			*3914*

Possible Future under Alternative A

Map 7. Alternative A Scenario - *Conceptual Future Growth*



Alternative B

This concept is illustrated in the map "Alternative B." The Council motion of September 16, 2003 listed the following as directions as to how the Plan should be amended:

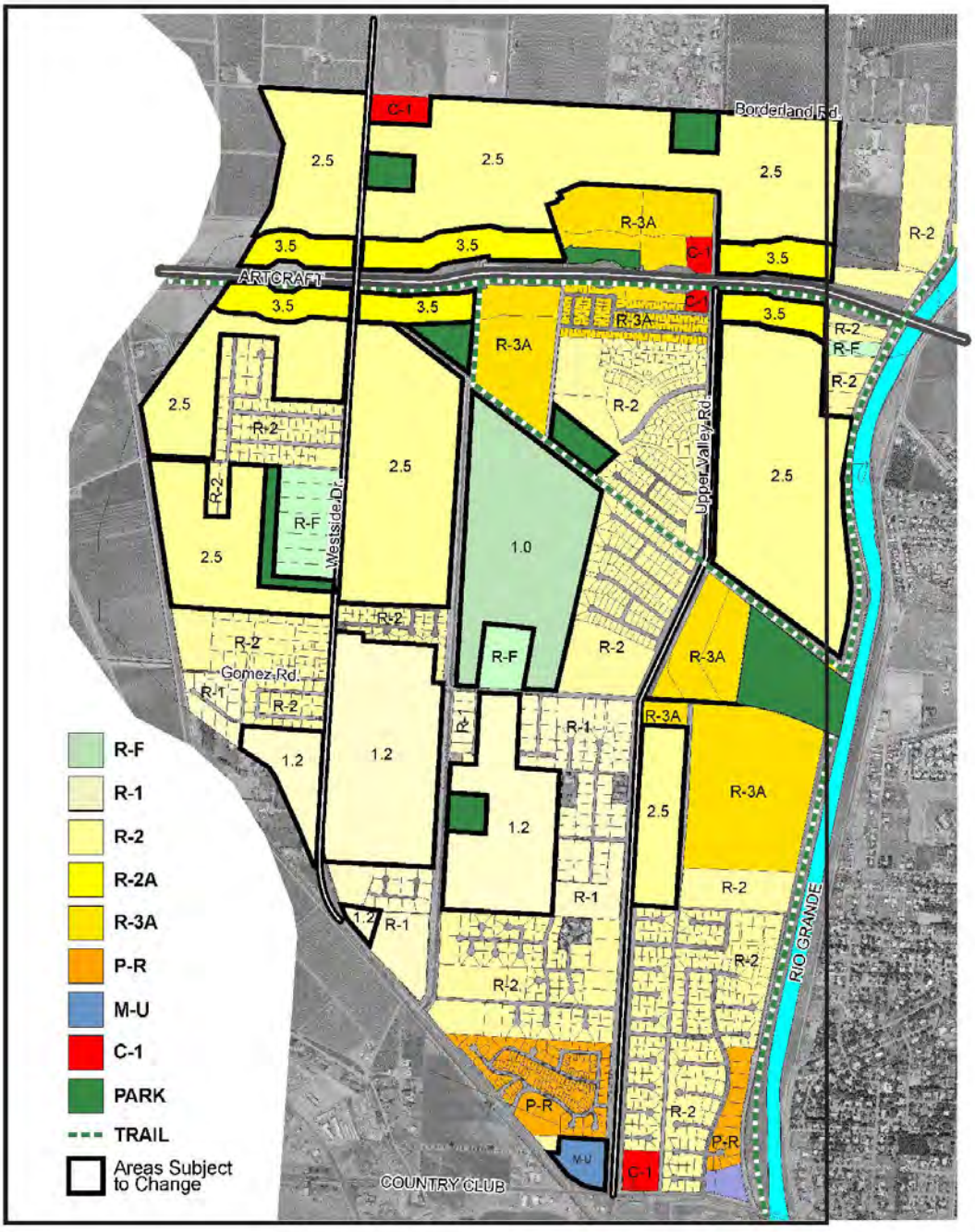
1. Along the Artcraft Road corridor:
   - Define the "Artcraft Road Corridor" as the area extending 400 feet on either side of the Artcraft right-of-way lines;
   - Restrict the density for any new residential development along the Artcraft Road Corridor to no more than five (5) dwelling units to the gross acre;
   - Require that developers provide and maintain a landscaped strip of property along Artcraft Road acceptable to the City and TxDOT;
   - Restrict commercial and mixed-use development to the "nodes" of the following intersections (with the "nodes" defined as the area extending 300 feet each way from the rights-of-way making the following intersection) as follows:
     - Artcraft Road at Upper Valley Road for commercial
     - Artcraft Road at Westside Drive for mixed-use
   - Restrict such commercial development to neighborhood-compatible uses with ample parking provided on-site;
   - Require a detailed site development plan for any commercial zoning requests;
   - Restrict commercial signage to neighborhood scale as allowable under law;
   - Prohibit on-street parking on any street crossing Artcraft Road;
   - Strictly enforce litter ordinances from any authorized commercial development.

2. For areas outside of the Artcraft Road corridor:
   - Large lot single-family residences should continue to be the dominant use in this area, consisting of a mix of R-2 and R-1.
   - Until such time as a comprehensive drainage study and flood plan for this area has been performed by the City, the Federal Emergency Management Agency, or a similar agency, the density for any new residential development to no more than four (4) dwelling units to the gross acre;
   - Discourage the use of Park Fees and require open and green space areas be planned and implemented wherever possible within a development;
   - For large tract developments (40 acres or more) of this region, encourage a layered approach to zoning and development, with buffers insulating less intensely developed properties from higher developed parcels, unless not possible by reason of acreage configuration or other reasons.
   - Encourage uses that accommodate the keeping of horses and plan for safe passage of horses and bikers along all arterials, collectors and sub-collectors through the use of horse trails, bike trails and/or ditch banks as well as access to the river park.

Zoning	*Available Land (Acres)*	*Density*	*Possible New DU's*
Commercial	*29*		
R-1	*210*	*1.2*	*258*
R-2	*849*	*2.3*	*1952*
R2-A, R-3	*219*	*3.8*	*835*
Total New			*3045*

Possible Future under alternative B

Map 8. Alternative B Scenario - *Conceptual Future Growth*



Alternative B Analysis

Alternative B attempts to imagine how amending the comprehensive plan in this way would control growth. No rezonings that conflict with the plan are contemplated, only rezonings from landowners taking full advantage of the maximum allowed by the wording are projected.

Land Required for Housing

Using the densities typical for the zoning which is likely to result based on this plan could allow up to 3045 new dwelling units in addition to those already subdivided at the time of this writing. This plan could accommodate the MPO projections through the year 2030.

Schools, Parks

The number of new dwelling units allowed would generate an estimated 725 elementary, 302 middle and 416 high school students.

At the mandated ratio of one acre of park per 200 dwelling units this plan should provide a minimum of 15 new acres of parkland.

Pros and Cons of Alternative B

Pros

- Understandable by development community
- Allow economic return to landowners
- Maintains lower densities
- Mandates horse trails

Cons

- Requires more land per DU
- Changes rural ambience
- Does not preserve substantial amount of open space

Alternative C Analysis

This alternative plan was designed as a way to preserve more open space by taking advantage of the Planned Residential zoning category. Under such a zone, development is clustered around areas of open space and built at densities that are not permitted under regular residential zoning. Properly designed planned developments could accommodate the same number of dwelling units as conventional subdivisions while clustering the acreage that would otherwise be used as larger side and backyards into open space.

The concept map labeled "Alternative C" illustrates a possible way that new housing development could be planned to allow landowners to a similar return on their properties and still preserve open space for recreational or specialized farm uses.

Land Requirements

This scenario could also accommodate the 2025 growth projections but not the 2030 projections.

Schools, Parks

The number of new dwelling units allowed would generate an estimated 533 elementary, 222 middle and 306 high school students.

Substantial amounts of open space would be retained under this plan. If the City purchased the land outright it would then be city parkland. This option is prohibitively expensive. Another option would be for developers to donate the land to a land trust, which could then transfer it to the City. If the developer retained ownership of the open space the cost of creating recreational opportunities would be the responsibility of the developer. However the City could assist in improving the open land to minimum standards for certain types of recreation such as biking, hiking or wildlife preserves if they were available to the public.

Studies have shown that cost of conserving open space can be offset by the benefits of not having to provide public services to the area.

Pros and Cons of Alternative C

Pros

- Requires less land per DU
- Allow sufficient economic return to landowners
- Maintains rural ambience
- Could preserve some farmland
- Less expensive to provide services

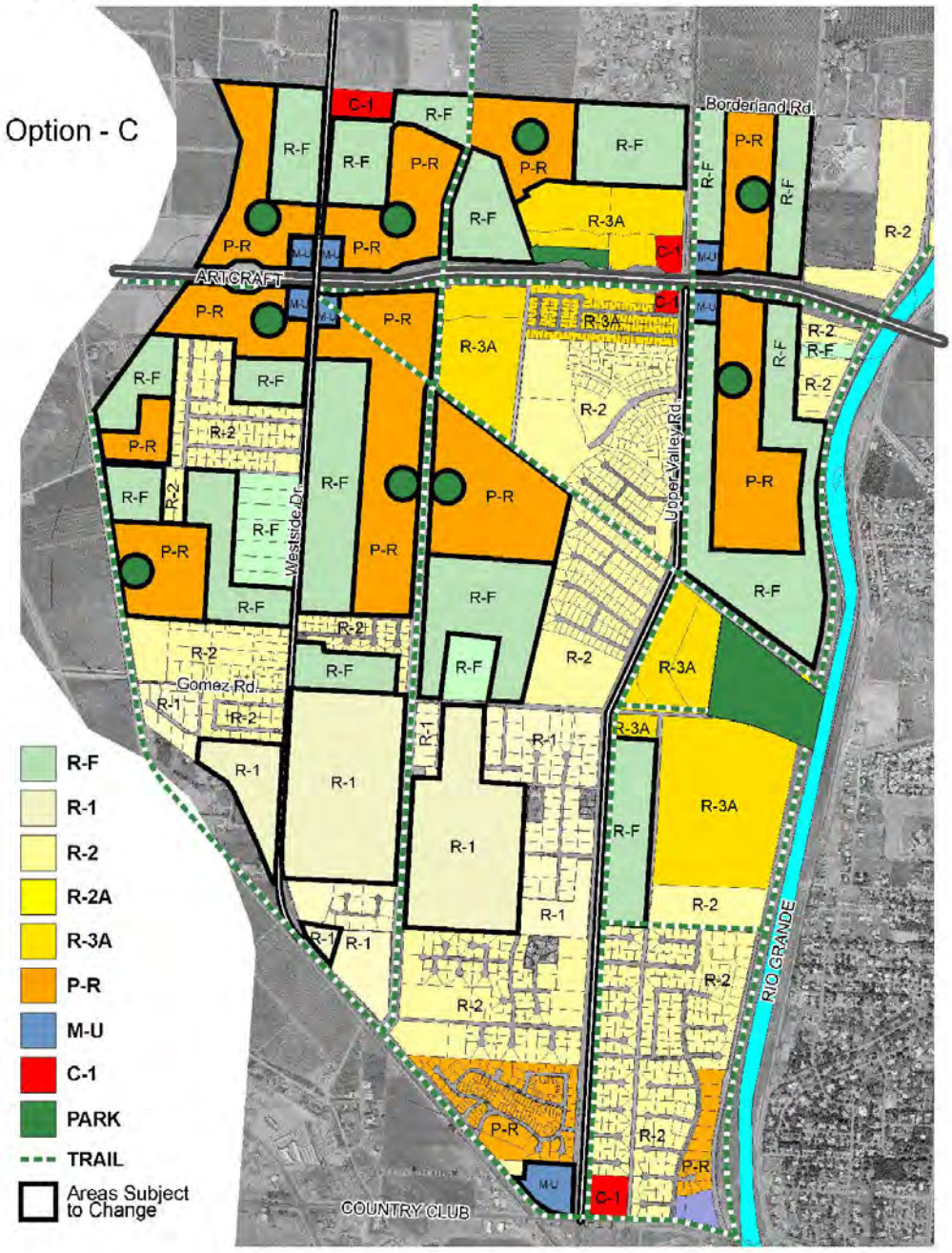
Cons

- May require changes in ordinances
- Marketability not proven in El Paso
- Requires consolidation of properties

Zoning	*Available Acres*	*Density*	*Dwelling units*
Commercial	*29*		*0*
PR-1	*445*	*2.8*	*1248*
R-3A	*79*	*4.3*	*340*
R-2A	*85*	*3.7*	*315*
R-2	*42*	*2.3*	*99*
R-1	*174*	*1.22*	*213*
Open or R-F	*452*		*0*
Total			***2215***

Possible Future under Alternative C

Map 9. Alternative C Scenario - *Conceptual Future Growth*



Transportation infrastructure Analysis

Alternative A:

Since this concept is essentially the one analyzed by the MPO their recommendations can be examined first. Virtually all new capacity would be in the form of roadway widening.

- Artcraft – super arterial
- Westside Dr. – Major arterial-with-bike-lane cross section 120'
- Gomez Rd. – Major arterial-no-bike-lane cross section 110' connecting to a bridge across the Rio Grande and thence to Redd Road.
- Upper Valley Rd. minor arterial-no-bike-lane cross section 110'

Alternative modes

A bike path is shown in the Plan for El Paso on Westside Drive. Artcraft Road already has a bicycle path. Transit service will be in the area but at long headways.

Gomez/Redd connection

If the planned connection to Redd Road via a new river crossing is not built the level of congestion and delay drivers experience on other roads would increase. The road that would be impacted most would be Upper Valley Road, which would approach its maximum capacity if Gomez was not connected but would be well under capacity if Gomez were connected.

Some other roads would show increases in traffic, but traffic on Borderland and Westside roads could actually decrease. The increases on Artcraft would be easily accommodated by that super-arterial. Country Club Road, however, is projected to be well over capacity irregardless of the Gomez connection construction.

The table below shows the expected traffic on roads in the area for the year 2025. It also shows the volume to capacity ratio, which is simply how much of the roads comfortable capacity will be used up. Numbers less than one (1.00) show that the road could handle the expected traffic. Numbers close to or exceeding one (1.00) show that the traffic would be too much for the road in question.

Predicted Daily Traffic and V/C ratio

	Network with Gomez Road		*Network without Gomez Road*	
Artcraft	*33,582*	*0.55*	*43,696*	*0.71*
Westside	*5,579*	*0.8*	*6,535*	*0.51*
Upper Valley	*9,985*	*0.69*	*13,996*	*0.94*
Borderland	*5,065*	*0.93*	*5,622*	*0.8*
Country Club	*20,582*	*1.62*	*19,731*	*1.76*
Gomez	*12,977*	*0.83*	*2,991*	*0.50*

Comparison of Traffic with and without Gomez/Redd Road Connection

Alternative B:

Analysis will be done when land uses are solidified.

Alternative modes

This concept calls for horse trails to be maintained "wherever possible". The bike paths of the Plan for El Paso would continue to be part of the plan.

Alternative C: Clustered Plan

Analysis will be done when land uses are solidified.

Alternative modes

This alternative shows a more comprehensive network of walking, bicycle and equestrian trails along the canals and drains. Studies from other cities suggest this may reduce the number of short trips to the commercial uses that are made by automobile.

Implementation Strategies

Alternative A:

This concept will be implemented if no changes are made to the Plan for El Paso land use and thoroughfare sections. Zoning change requests to R-3A, R3 or R-2A would also be approved on a case-by-case basis. The planned widening and new construction of the thoroughfares shown on the Major Thoroughfare Plan will also need to take place.

Alternative B:

This plan would require amendment of the Plan for El Paso by adding a sub area plan that explicitly incorporates gross density limits, requirement for site plans, landscape buffers, and parking and signage restrictions. These requirements could then be added to any zoning change requests, perhaps as special contract conditions.

Park and/or thoroughfare plans would need to be amended to encourage open space and equestrian trails.

Alternative C:

This concept could be implemented in differing ways but each would require several actions to occur. Any Planned Residential projects following this plan would need to be fairly large and thus cover property that is currently under different owners. In order to ensure equitable treatment of property owners and avoid potential takings, a mechanism would need to be set up to prevent takings claims by landowners whose property remains open space.

One way of implementing this concept would be to allow transfer of development rights between property owners. This would permit low intensity uses to continue while allowing economic gain to the landowners. The State of Texas has not passed legislation enabling transfer of development rights so a City ordinance would be required. Purchase of development rights is another concept that could be investigated.

A third option would be creating a mandatory open space zoning district. Open space zoning, or cluster zoning, allows the same number of units as is permitted under the regular zoning. The units are clustered and about half of the site is consolidated into a large open space. There is a precedent for this concept in the Planned Mountain Development district.

Existing Planned Residential zoning requires that all land be under "unified control" so properties would need to be consolidated prior to applying for review of development plans. Current Planned Residential zoning rules state that the minimum size for a PR project is three acres, but in the Upper Valley that minimum may need to be raised.

The standards for design review would need to be defined in the sub-area plan so that Planned Residential projects would adhere to the goals of providing open space and rural ambience. Park plans and thoroughfare plans would need to be amended to reflect the goal of the sub area plan.

Zoning changes for increased density would need to be recommended against if they did not incorporate Planned Residential projects that met the standards of the plan.

Recommendation: Amendment to *The Plan for El Paso*

In formulating the recommendations given in this section the Planning , Research and Development Department attempted to balance three major goals:

1. The need for land to accommodate future population growth in the El Paso region, including a range of income levels.
2. The desires of existing residents to preserve the quality of life in the study area.
3. The rights of landowners to achieve reasonable economic return on their property.

Fiscal goals were not included. Such analysis could not be performed within the short time frame of the study. It was assumed that the tax revenue would balance the cost of servicing new growth.

Goal 1:

According to MPO projections, if the study area is to accommodate its fair proportion of regional growth, the total number of housing units in the study area in the year 2030 should be 3,939. The census found 698 housing units in the year 2000. Subdivision records indicate that since that time approximately 700 new home sites have entered the subdivision process. Therefore any plan should permit at least 2,541 new homes to be built. Moreover, the range of lot sizes and prices should reasonably accommodate many income levels.

Under the recommendations, over 3,000 additional new homes would be possible. Although the amendment would discourage any new R3A zoning, an overall total of approximately 950 housing units could result within areas already zoned R3A. About 300 new units would also be possible in areas already zoned R2A.

Goal 2:

The Planning, Research and Development Department and the City Council held well-attended public hearings before drafting these recommendations. Sixty-five surveys were returned after a meeting held within the study area. The vast majority of comments received stated that low density, large lot housing was preferred if new development were to occur at all. A vociferous segment of the public was strongly biased against the most recent R-2A rezoning case.

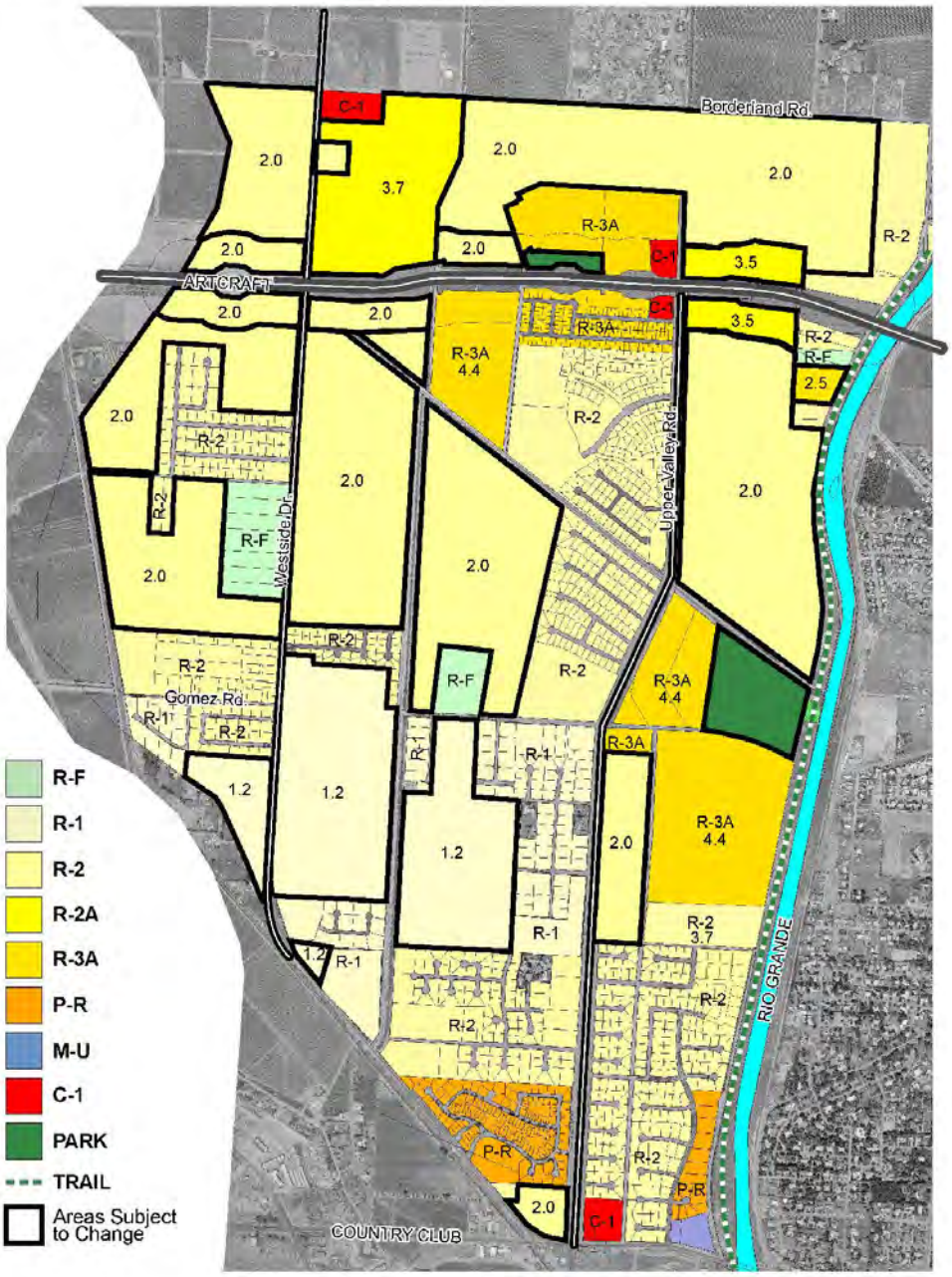
In the early meetings the Department put forward a concept for clustered development to preserve larger contiguous areas of open space. This concept was given due consideration by the participating public but was ultimately rejected in favor of large lot development. Reasons given included the lack of institutional structure to manage the open space and distrust that the open space would actually be preserved from future development.

The representatives of the resident group with which the Department had contact support the recommendations.

Goal 3:

Forty one percent of the land in the study area is already zoned such that higher densities than 2 units/acre are grandfathered in. Another 14% is zoned R-1 and is already developed at densities of less than 2 units/acre.

Map 10: One possible result of the proposed amendments
3144 new dwelling units



Approximately 900+ acres land in the study area (45%) remain zoned R-F (ranch farm). This is the land for which reasonable economic expectations most need to be met. Some of this land has been purchased by land developers, while most remains in agricultural use. Drought conditions have affected the profitability of farming in recent years so sale or development can be an attractive option. During the nineteen nineties, before the opening of Artcraft Road/Gary Ord Highway, the average density of farmland conversion development was about 2 units per acre.

Gated, large lot subdivisions have found a market on Westside mountain areas. Properly designed projects in the study area would have a reasonable expectation of selling as well.

Text of Amendment: (Approved by City Council January 13th, 2004)

Northwest Planning Area

The recommendations of The Plan for El Paso adopted in 1999 serve as guidelines for development and redevelopment for the City of El Paso and its extra territorial jurisdictions. Within the Northwest planning area, the recommendations of the Northwest Upper Valley Plan adopted in 2004 will serve as guidelines for development and redevelopment of the area bounded by the Rio Grande, Country Club Road, the Texas/New Mexico State line and Borderland Road. *Land included within a valid land study and subdivision or zoning applications on file as of January 12, 2004 are specifically exempted from the provisions of this Plan Amendment for so long as the project that necessitated such application is continued.*

Artcraft Road Corridor

- The Artcraft Road Corridor shall be defined as the area extending 400 feet on either side of the Artcraft Road right-of-way from Doniphan Drive to the New Mexico State line.

Recognizing that there will be increased interstate heavy traffic on Artcraft Road, new development along the Artcraft Corridor should be planned in such a way as to promote the welfare, beauty and comfort of the area along the Artcraft Corridor and in the remainder of the Northwest Upper Valley Study Area.

Residential development:

- Any new residential development within the Artcraft Road Corridor should be low density no more than five (5) dwelling units per gross acre.

- New development should be encouraged to provide and make provisions to maintain a thirty-five foot (35') landscaped strip of property along Artcraft Road measured from the edge of TxDOT right of way to include native plants and trees.

Commercial development:

• New commercial development should be restricted to the western side of the intersection of Artcraft Road at Upper Valley Road in an area extending 300 feet from the rights-of-way making the intersection.

• Commercial development should be restricted to neighborhood-compatible uses.

• A detailed site development plan should be encouraged for all commercial zoning requests.

Remainder of Northwest Upper Valley Study Area

This area--between the Rio Grande and the New Mexico State Line and between Country Club Road and Borderland Road, but excluding the Artcraft Road Corridor-- is characterized by the following:

• The area is a mix of agricultural use and very low-density large-lot single-family residences (a mix of R-1 and R-2), providing substantial open space and greenery. Residents have consistently expressed an interest in promoting the continuation of only agricultural and very low-density single family uses.

• Only a few collector roads serve the area and traffic circulation is hampered by the need to cross the Rio Grande on bridges at Country Club, Artcraft Road, and Borderland Road. Growth to the west in New Mexico and to the north in El Paso County will continue to funnel more people onto the routes for these bridges.

• Because of continuing agricultural use, the area is criss-crossed by irrigation canals and drains and their access roads that fall under the jurisdiction of the El Paso County Irrigation District #1.

• Most existing residential developments front onto the few collector roads and back onto irrigation ditches, leaving interior tracts of land that are accessible only by ditch-bank roads or by long or irregular routes to the collector roads.

• The area has unique features that attract many people to use the area for recreational activities such as bird watching, cycling, and horseback riding.

• The area lies in the Rio Grande flood plain, providing the potential for flooding, and there is not an up to date comprehensive drainage study or flood plan for this area.

As a result,

- New residential development should be very low density (a maximum of two and one half (2.5) dwelling units per gross acre) and on large lots.

- Buffering uses should be encouraged between areas of less-compatible uses.

- New street lighting should be encouraged to conform with recognized dark sky standards in order to preserve rural ambience. If dark sky standards are adopted by the City of El Paso they will take precedence.

- Within residential developments, open areas and green space areas should be planned and implemented wherever possible and developers should be discouraged from providing Park Dedication Fees in lieu of land for parks.

- The City, the El Paso County Water Improvement District No. 1, and developers should work together to plan for the safe passage of horses and cyclists along all arterials, collectors and sub-collectors and keep the area and the Rio Grande River Park accessible and compatible for these uses through the use of horse trails, bike trails and ditch banks.

The 2025 Projected General Land Use Map for the area is amended as shown on Map 11.

Map 11. Plan Amendment Recommendation- *Year 2025 Projected General Land Use*

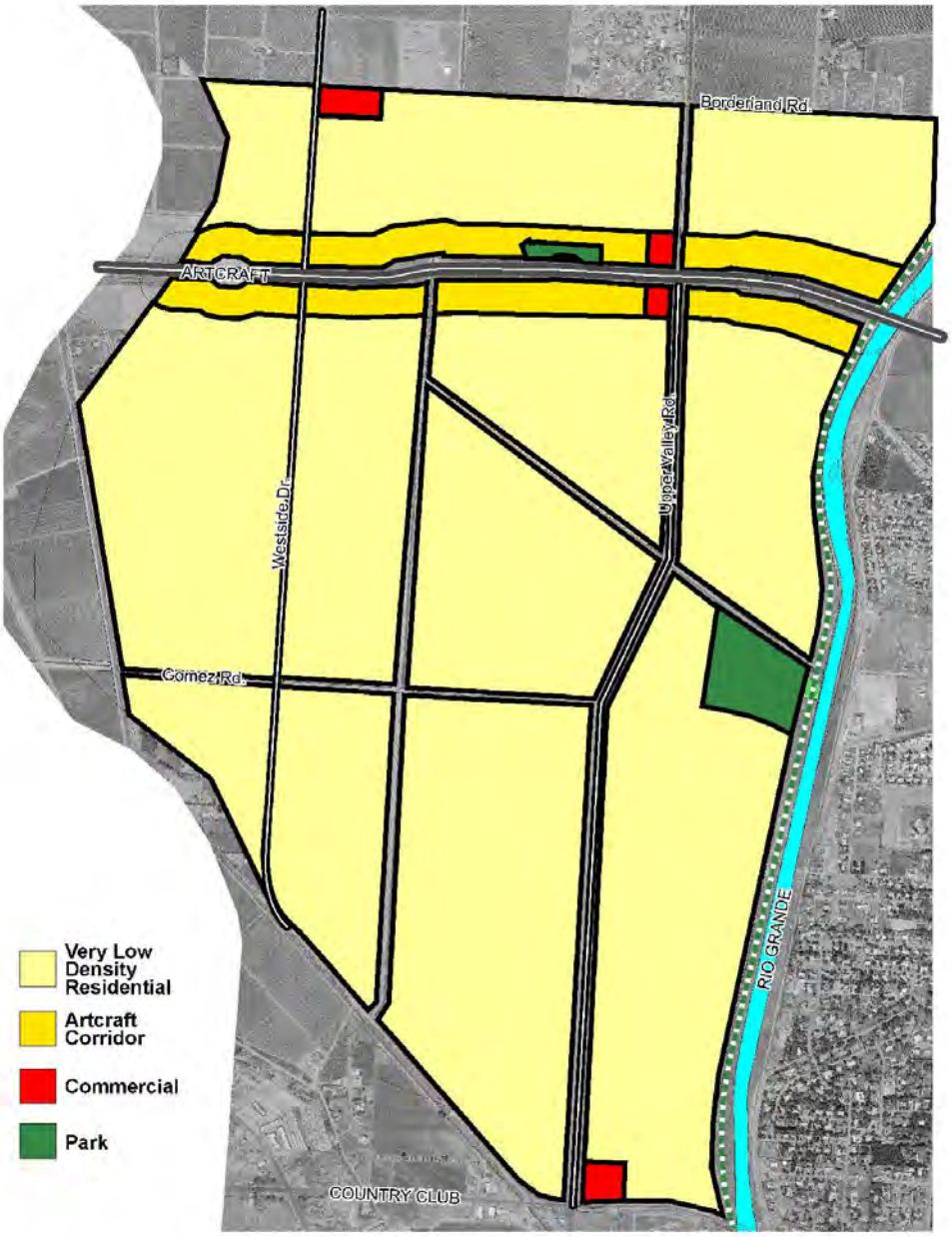


Exhibit 1

Results of Survey Given at Public Meeting on Upper Valley Plan

Survey from Meeting on Upper Valley Study – November 13, 2003

The most important factors to me for "quality of life" in the Upper Valley: **RANK (1= most important)**

1.9 points Keeping the density of housing low
2.1 points Keeping the size of the lots large
2.9 points Keeping the value of the homes high
3.3 points Preserving public open space, parks, and trails
3.6 points Maintaining rural uses such as for horses and farms
4.0 points Avoiding traffic and roadway problems
4.4 points Avoiding overcrowded schools

From this meeting, I believe:	**Agree**	**Disagree**	**Uncer-tain**
A revision of the Plan for the Upper Valley is needed	59	2	2
The Council Revision will generally accommodate demand thru 2025	10	21	20
Most of the growth with be north of Gomez, in Canutillo ISD	12	10	13
Canutillo ISD will need to build 1 or more schools in the area	49	4	6
Valley Creek Park (37 acs) will be heavily used by Upper Valley residents	31	10	14
River Park trail will be heavily used by Upper Valley residents	31	8	15
Several smaller parks are also needed	27	18	9
Hike, bike, and horse trails should be included, with access to canal roads	51	5	1
I'd prefer a network of connecting trails rather than small parks in subdivisions	34	12	8
I'd accept tracts with smaller lots in exchange for more public open space	6	45	4
The Council Revision is fair toward landowners and developers.	7	34	13
The Revision to the Plan adequately describes the land use guidelines by referring to limits of 5 units per acre (Artcraft) and 4 units per acre	10	20	18
Away from Artcraft, the overall area should include a mix of R-1 and R-2, rather than each rezoned tract including both R-1 and R-2.	17	13	6
Currently, R-1 comprises 26% of all non-RF acreage; I want this % maintained in future.	38	12	4
R-1 zoning on existing tracts should be maintained; RF tracts should be rezoned R-1 or R-2 depending on surroundings.	38	15	1
R-1 should be mandated on tracts with certain characteristics; other tracts could be zoned R-1 or R-2, at landowner's option		30	14
6			
City should seek legal way to require that each RF tract rezoned include both R-1 and R-2.	40	11	3
Gomez Road should not cross the Rio Grande before year 2015		54	7
2			
Gomez Road running West from Upper Valley Road should stay 2 lanes		51	5
5			
Gomez Road running East from Upper Valley Road can be 4 lanes	10	42	7

The MPO should study and make recommendations for after year 2015	48	2
4		

Survey Concerns

1. No R3A. (3)
2. Need for emergency assistance, fire & police substations. (4)
3. Why does City Council ignore CPC recommendations?
4. Repair the northern portion of Upper Valley Road starting on Gomez Road. (2)
5. Need to widen Country Club Road and install streetlights. (2)
6. Need streetlights on Upper Valley Road and Westside Drive. (2)
7. Make sure park fees are used for parks.
8. Why was Gomez Road paved if there is no money?
9. Water concerns. (7)
10. Do not need rezoning. (2)
11. Heavy construction trucks are tearing up the roads and are only being patched up instead of putting a base under the asphalt, which in turn would be able to handle heavy trucks.
12. Concerns about increased density, lack of infrastructure, drainage, and infringement on irrigation rights. (8)
13. Survey could be clearer, and questions are confusing. (3)
14. Gomez Road should not cross the River.
15. Primary zoning should be RF & R1 with irrigation. (12)
16. RF could be zoned for 3-acre Ranchettes.
17. Current Master Plan already references maintaining rural quality of life in the Upper Valley. How will a new plan be enforced any differently in the face of pressure from developers?
18. Development must stop until roads are repaired.
19. The City is only interested in developers. (2)
20. Concerned about traffic flow to Damian Elementary School and new High School at Transmountain & I-10. Borderland Road cannot handle traffic now.
21. Taxes being raised.
22. Over population. (4)
23. New Schools needed. (5)
24. The Valley is unique, desert is not. Schwartz can build in the east, north, etc. (3)
25. Heavy traffic. (5)
26. We must do all we can to enhance and preserve the natural greenery and beauty of the Valley. (7)
27. Afraid of losing home to Gomez Road expansion.
28. Need a Drainage Study.
29. Do the right thing. (2)
30. Will irrigation ditches be maintained so that water allotment from the Rio Grande River will continue?
31. Land has better uses than houses.
32. What is being done to preserve the animals; skunks, raccoons, owls, herons, etc. (4)
33. If Gomez Road is expanded, it will need constant repair due to the high water table.
34. Representative Austin said the Community wanted streetlights, but it does not want them.
35. Ensure mix of R1 & R2 outside of corridor, and ensure compliance with plan. (4)
36. Concerned that roadways have adequate passage for safe crossing of pedestrians and horses.
37. A traffic light at Upper Valley Road will make it very difficult to get out of Country Place Estates.
38. Would like a public horse arena.
39. Horses are not compatible with bike trails.
40. Willing to help work on plan. (2)

**** Number after comment is the number of times it was commented. If there is no number, comment was only made once.**

Exhibit 2

Ordinance Amending the Comprehensive Plan

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE NORTHWEST UPPER VALLEY PLAN AS A SPECIFIC STUDY AREA PLAN TO BE INCORPORATED INTO THE CITY'S COMPREHENSIVE PLAN, THE PLAN FOR EL PASO, AND WHICH PLAN SHALL AMEND THE PLAN FOR EL PASO AND THE YEAR 2025 GENERAL LAND USE MAP INCORPORATED THEREIN.

WHEREAS, *The Plan for El Paso* was adopted by the El Paso City Council on April 27, 1999, and further ratified on February 18, 2003, pursuant to the provisions of Section 219.002 of the Texas Local Government Code as the comprehensive plan for the City; and

WHEREAS, the comprehensive plan serves as a general guide for the future growth and development of the City to promote public health, safety and welfare; and

WHEREAS, a specific recommendation of *The Plan for El Paso* is the creation of specific study area plans that will serve as a separate policy documents that give general support to the objectives of the City's comprehensive plan; and

WHEREAS, the El Paso City Council on September 16, 2003 directed the Planning, Research and Development Department to prepare amendments to the *The Plan of El Paso* to modify the goals, policies and land use recommendation for a portion of the Upper Valley with public input and to present these amendments to City Council within ninety (90) days; and

WHEREAS, the City Planning, Research and Development Department has developed a study area plan for the Northwest Upper Valley which identifies the impacts of growth and new development and proposes guidelines aimed at protecting the existing characteristics of the Northwest Upper Valley; and

WHEREAS, the El Paso City Council finds that the adoption of the Northwest Upper Valley Plan as herein enumerated will have no negative impact upon the public health, safety, morals and

general welfare of the City, and that the study area plan will carry out the purpose and spirit of the policies expressed in *The Plan for El Paso.*

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

1. **THAT**, the El Paso City Council hereby adopts the Northwest Upper Valley Plan as a specific study area plan, and that same shall be incorporated into *The Plan for El Paso* for all purposes, including amending the Year 2025 Projected General Land Use Map for the long-range development of the Northwest Upper Valley

2. **Except** as herein modified, *The Plan for El Paso* and its related documents shall remain in full force and effect as to the long-range general policies for guiding growth and development in the City.

PASSED AND APPROVED this _____ day of _____, 2004.

THE CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Momsen
City Clerk

APPROVED AS TO FORM:

_____
Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Patricia D. Adauto
Deputy Chief Administrative Officer
Building & Planning Services

ORDINANCE NO. _____

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed rezoning is in keeping with the policies of the G-4, Suburban (Walkable) Land Use designation of *Plan El Paso,* the City's adopted Comprehensive Plan. The recommended conditions are as follows:

1. *That access to Westside Drive shall be provided to the subject property and that access shall continue and be provided to the adjacent property to the south to avoid landlocking such property.*
2. *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.*
3. *That a minimum 500-foot distance 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 no office warehouse uses shall be permitted.*

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development

No objections to the proposed rezoning.

Fire Department

No adverse comments.

Police Department

The 911 District has no comments or concerns regarding this rezoning.

Environment Services

No comments received.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

No TIA is required.

A TIA report was provided and approved as part of rezoning Ordinance No. 19204 approved in 2021.

Streets Lighting:

Street Lights Department does not object to this request.

Artcraft Road 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.

Project at Artcraft Road falls within TxDOT ROW, if any part of the project extends beyond that into the City of El Paso's right-of-way, the contractor must comply with El Paso City Municipal Codes and DSC guidelines.

Contract Management:
The project at Artcraft Road falls within TxDOT R.O.W. If any part of the project extends beyond that into the City of El Paso's right-of-way, the contractor must comply with El Paso City Municipal Codes and DSC guidelines.

El Paso Water
EPWater-PSB does not object to this request.

Water
There is an existing 12-inch diameter water main that extends along Westside Drive located approximately 7-feet west of the eastern right-of-way line. This main increases to a 16-inch diameter water main approximately 570-feet north of Miss Bev Avenue and continues north to Artcraft Road. No direct service connections are allowed to the 16-inch diameter water main as per the El Paso Water Utilities – Public Service Board Rules and Regulations. The 16-inch and 12-inch water mains are available for main extensions.

There are no water mains along Artcraft Road.

Water mains required to serve the project need to be extended by creating a looped system. Owner/Developer is responsible for all extension costs.

Previous water pressure from fire hydrant #6301 located at Westside Drive, 1800-feet north of Gomez Road, has yielded a static pressure of 72 psi, a residual pressure of 40 psi, and a discharge of 1,186 gallons per minute.

Sanitary Sewer
There is an existing 15-inch diameter sanitary sewer main along Westside Drive. This sewer main dead ends approximately 400-feet North of Miss Bev Avenue. This main is available for service and main extensions.

General
Sanitary sewer main improvements may be required downstream, depending on the anticipated land use and density of the proposed development. Owner/Developer is responsible for improvement costs.

La Union Lateral is an El Paso County Water Improvement District No. 1 facility. Permits for installation of water and sanitary sewer mains within the right of way are required. Lot owner is responsible for permit, survey and consideration fees.

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:
We reviewed this property for City Engineering Land Development 5 Day Review under the Addition called "Artcraft" and provided the following comments:

1. Artcraft Rd. is a state highway; TXDOT roads are not designed to take in outside storm sewer flow.
2. Onsite Ponding note should read: "On-site ponding of all storm-water runoff discharge volume is required within this subdivision and shall comply with all provisions of the Municipal Code Section 19.19.010, DSC panel 1-4C-J, and DDM #11.1
3. The El Paso County Viewer (FEMA Region 6) shows this property within the flood zone; the structure shall be built 1 foot above the BFE.
4. The plans do not show a pond; need to show where the storm sewer runoff will eventually land.

Note: Comments to be addressed at the platting stage.

El Paso County 911 District
No comments received.

Texas Department of Transportation
TXDOT comments are to remove the proposed driveways along the SH 178 ramp. There is an access denial line along this location and TXDOT purchased the access rights years ago.

Access will need to be located on Westside drive.

Please have requestor submit grading and drainage plans for TXDOT approval once the said changes are made.

Note: Comments to be addressed at the permitting stage.

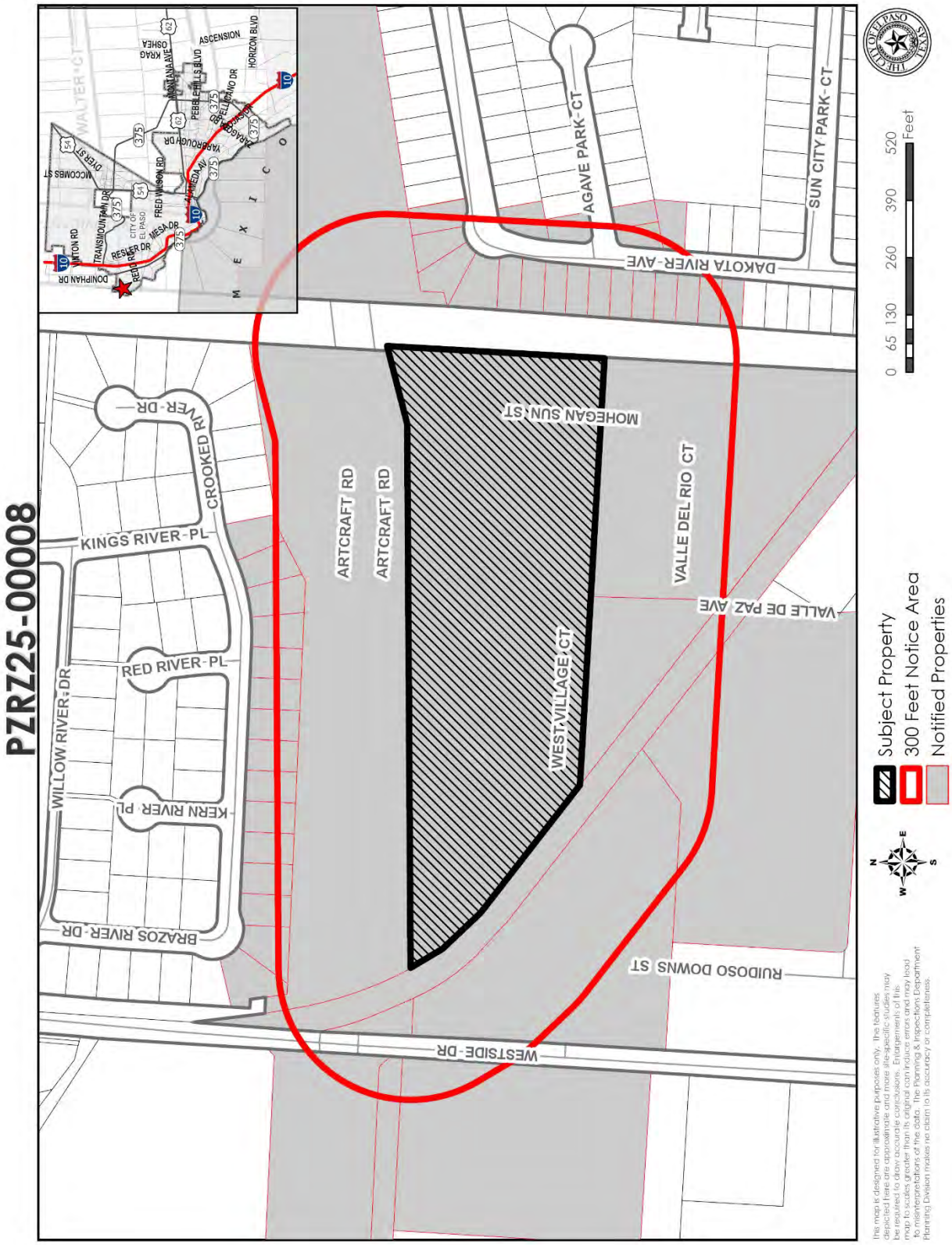
El Paso County Water Improvement District #1
An application, fee, and three irrigable land exhibits have been submitted.

Texas Gas Service
In reference to case PZRZ25-00008 - Artcraft and Westside, Texas Gas Service will need an easement to provide service to these buildings.

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 Artcraft and Westside.

ATTACHMENT 6



File #: 25-1235, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, 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 North 193 feet of the East one-half of Lot 153, Sunrise Acres No. 2, 4806 Atlas Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). 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: 4806 Atlas Ave.
Applicant: JCGAR Ventures, PZRZ25-00015

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE: 11/4/25

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: 2

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 North 193 feet of the East one-half of Lot 153, Sunrise Acres No. 2, 4806 Atlas Avenue, City of El Paso, El Paso County, Texas from R-4 (Residential) to A-2 (Apartment). 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: 4806 Atlas Ave.
Applicant: JCGAR Ventures, PZRZ25-00015

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of multifamily. City Plan Commission recommended 5-0 to approve the proposed rezoning on August 14, 2025. As of September 30, 2025, the Planning Division has received one (1) email in support of the request from the public. 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 including the Logan Sunrise Neighborhood Association and the Mountain View Neighborhood Association. 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 NORTH 193 FEET OF THE EAST ONE-HALF OF LOT 153, SUNRISE ACRES NO. 2, 4806 ATLAS AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO A-2 (APARTMENT). 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 the North 193 Feet of the East One-Half of Lot 153, Sunrise Acres No. 2, 4806 Atlas Avenue*, 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 R-4 (Residential) to **A-2 (Apartment)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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 _____, 2025.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

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

Exhibit "A"

Calderon Engineering

3031 Trawood Drive
El Paso, Texas 79936
(915) 855-7552
Fax: 855-8350
calderonengineering@elpbizclass.com

April 27, 2025

4806 Atlas Avenue
METES & BOUNDS DESCRIPTION

Description of a parcel of land being the North 193 feet of the east one-half of Lot 153, Sunrise Acres No. 2, City of El Paso, El Paso County, Texas, as filed and recorded in Volume 2, Page 7, Deed Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows;

Beginning at a found concrete nail marking the Northeast corner of Lot 153, and the Northwest corner of Lot 156, and on the South R.O.W. line of Atlas Avenue all in Sunrise Acres No. 2, City of El Paso, El Paso County, Texas;

Thence South 01°11'00" East along the common Lot line between Lots 153 and 156 a distance of 193.00 feet to a set nail;

Thence South 88°49'00" West a distance of 78.90 feet to a set concrete nail;

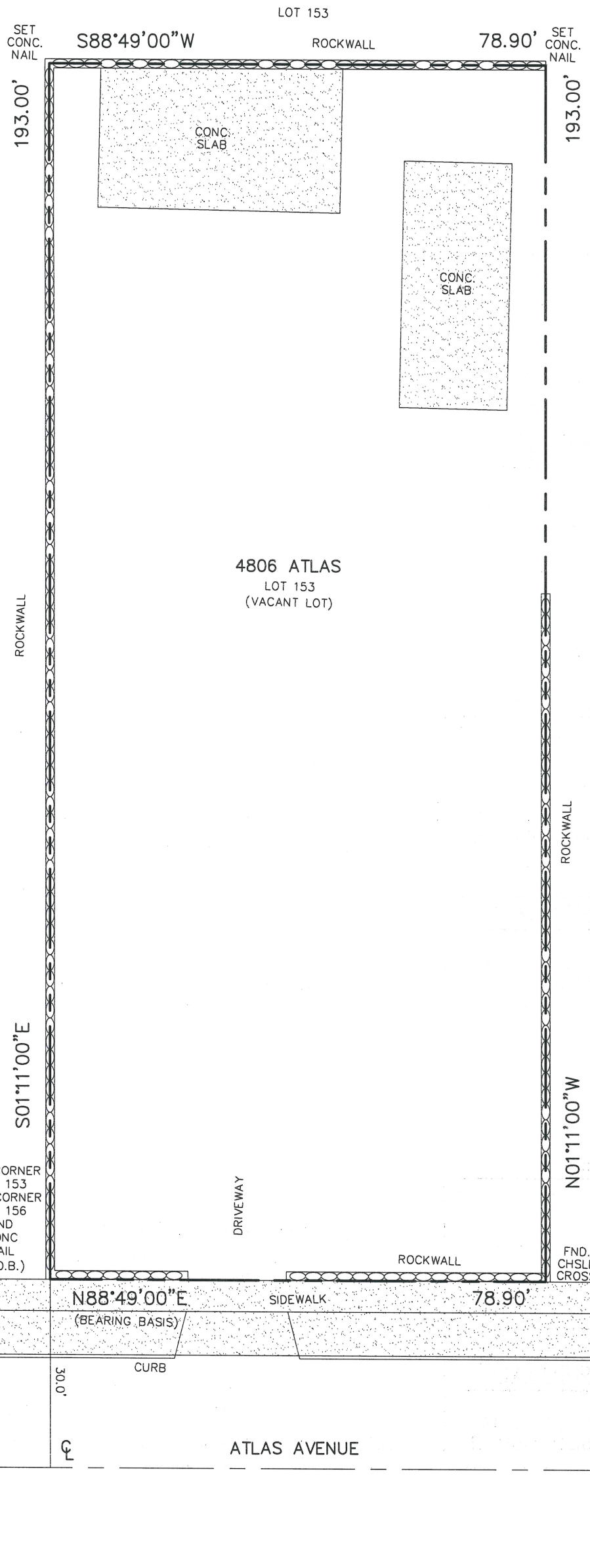
Thence North 01°11'00" West a distance of 193.00 feet to a found chiseled cross;

Thence North 88°49'00" East along the South R.O.W. line of Atlas Avenue a distance of 78.90 feet to the "Point of Beginning" and containing in all 15,227.70 square feet or 0.349 acres of land more or less. A plat of survey dated April 27, 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
4806 Atlas

Exhibit "A"



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 2 Page 7 Job No. 0225-158

4806 ATLAS AVENUE,
THE NORTH 193 FEET OF THE EAST ONE-HALF OF LOT 153,
SUNRISE ACRES NO. 2,
CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO.

Field JM Office AS-C2 Date 04/27/25 Scale 1"=20'

CALDERON ENGINEERING
3031 TRAWOOD DR.
EL PASO, TEXAS 79936 (915) 855-7552
E-Mail: CalderonEngineering@elpbizclass.com

4806 Atlas

City Plan Commission — August 14, 2025 ***REVISED***

CASE NUMBER:	**PZRZ25-00015**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	JCGAR Ventures
REPRESENTATIVE:	Carlos Gomez
LOCATION:	4806 Atlas Ave. (District 2)
PROPERTY AREA:	0.35 acres
REQUEST:	Rezone from R-4 (Residential) to A-2 (Apartment)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	One (1) email in support received as of August 13, 2025

SUMMARY OF REQUEST: The applicant is requesting to change the zoning of the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the use of quadruplex.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request as the proposed zoning district is compatible with residential uses in the surrounding area and is in keeping with the policies of the G-3, Post-War Land Use designation of *Plan El Paso,* the City's adopted Comprehensive Plan.

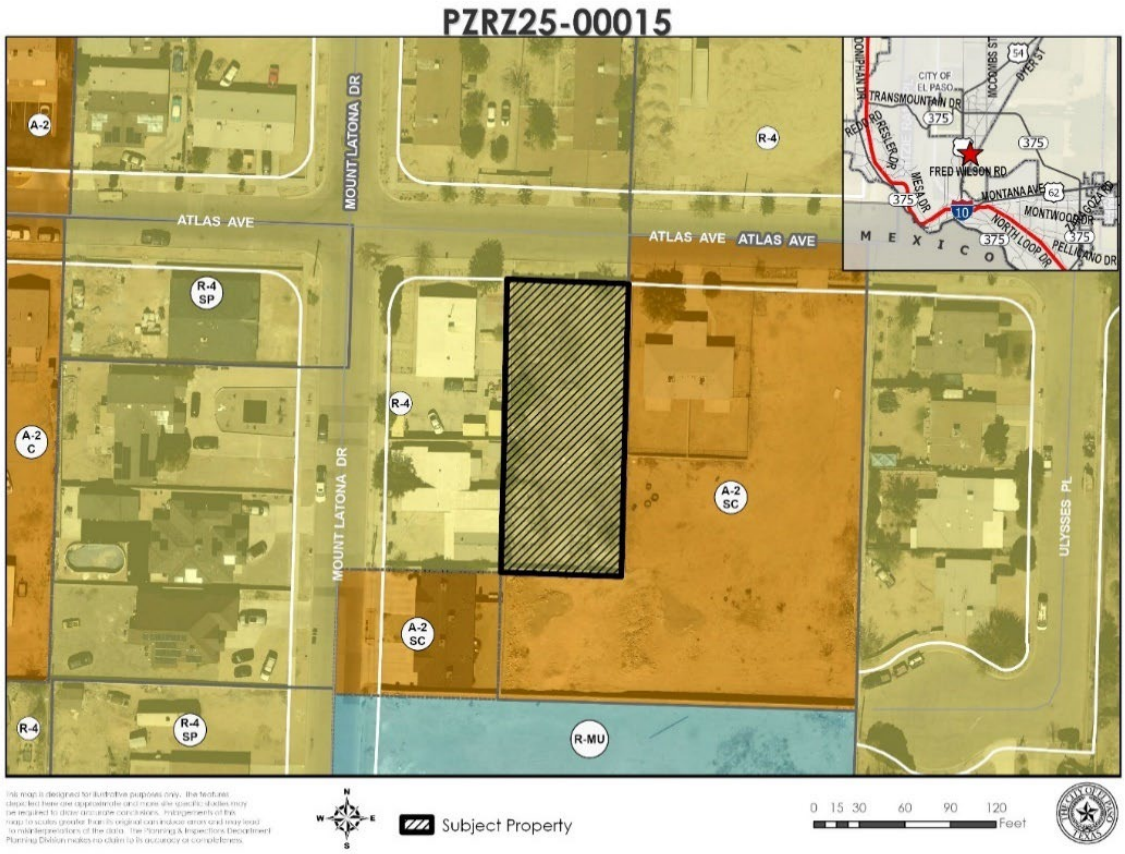


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to A-2 (Apartment) to allow for the proposed use of quadruplex. The property is approximately 0.35 acres in size and is currently vacant. The conceptual site plan shows two (2) proposed quadruplexes and parking. Primary access to the property is proposed from Atlas Avenue. The conceptual site plan is not subject to zoning compliance review under Title 20 of the El Paso City Code and is non-binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is compatible with the existing surrounding residential development. Properties to the north are zoned R-4 (Residential) and consist of single-family dwellings and duplexes. Properties to the east and south are zoned A-2/sc (Apartment/special contract) and R-MU (Residential Mixed Use) and consist of vacant lots and a single-family dwelling. Properties to the west are zoned R-4 (Residential) and consist of single-family dwellings. The nearest school, Sunrise Mountain Elementary School, is located 0.19 miles away and the nearest park, Mountain View Park, is located 0.74 miles away from the subject property.

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.* The proposed development will provide additional housing to the area.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **A-2 (Apartment) District:** The purpose of this district 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 proposed A-2 (Apartment) zoning district will provide for the integration of multi-family use and higher residential density with adjacent A-2/sc (Apartment/special contract), R-MU (Residential Mixed Use) and R-4 (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 will have access via Atlas Avenue (a collector) to Diana Drive and Gateway North Boulevard, which are classified as Major Arterials under the City's Major Thoroughfare Plan (MTP). There is existing A-2 (Apartment) zoning in 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 any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	Yes. The area is in transition to mixed residential zoning. Nearby areas have been rezoned from R-4 (Residential) to A-2 (Apartment) in the last 10 years to allow various types of residential uses in the area.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property is located on Atlas Avenue which is classified as a collector in the City's Major Thoroughfare Plan (MTP) which is appropriate for the proposed commercial development. Sidewalks are currently present along Atlas Avenue abutting the subject property and within the existing surrounding development. There is currently one (1) bus stop located within 0.25 miles (5-minute walking distance), that is approximately 0.24 miles away from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments.

PUBLIC COMMENT: The subject property lies within the bounds of two (2) neighborhood associations including the Logan Sunrise Neighborhood Association and Mountain View Neighborhood Association. Public notices were sent to property owners within 300 feet on August 1, 2025. As of August 13, 2025, the Planning Division has received one (1) email in support of the request from the public.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

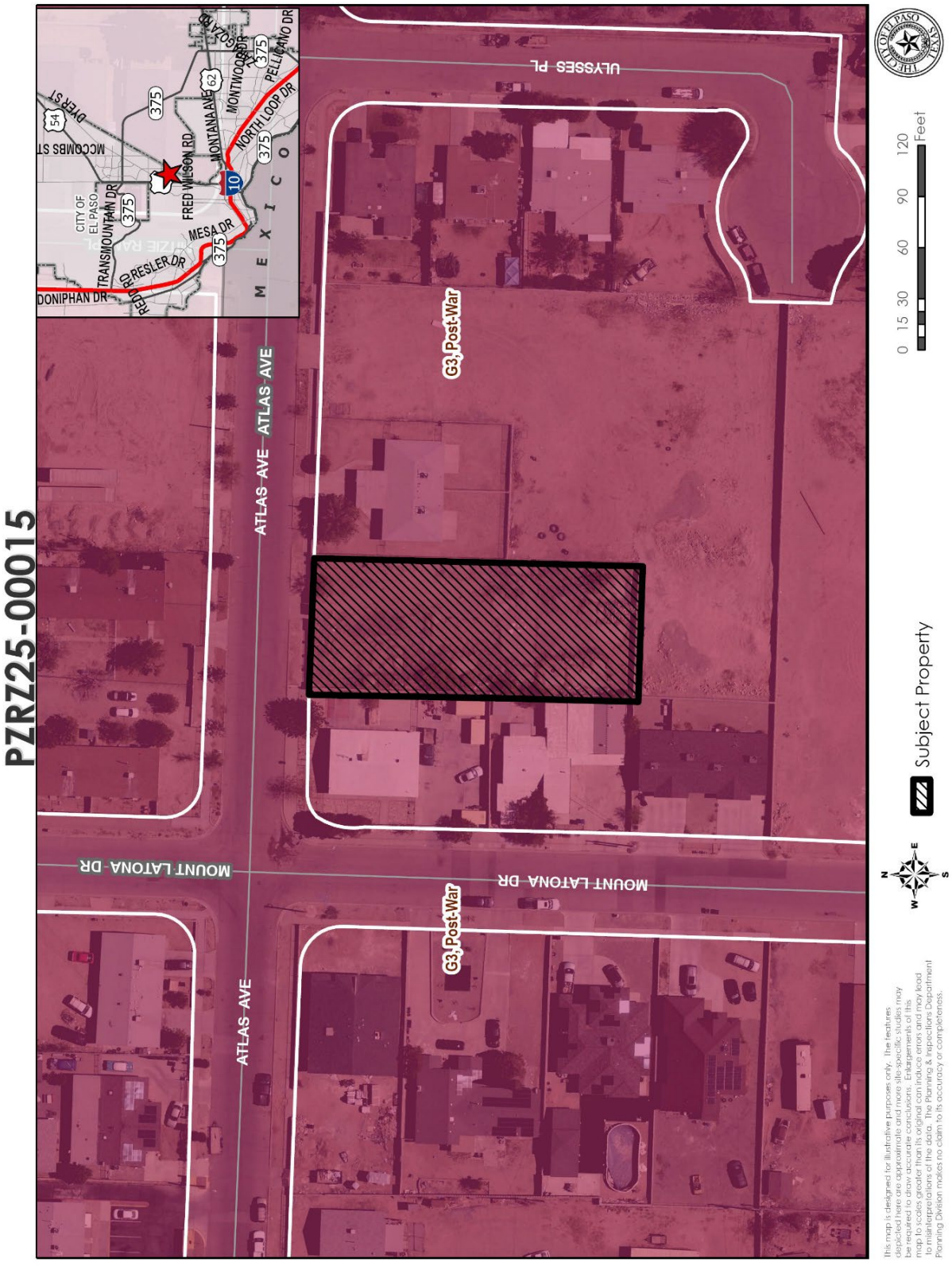
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
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:

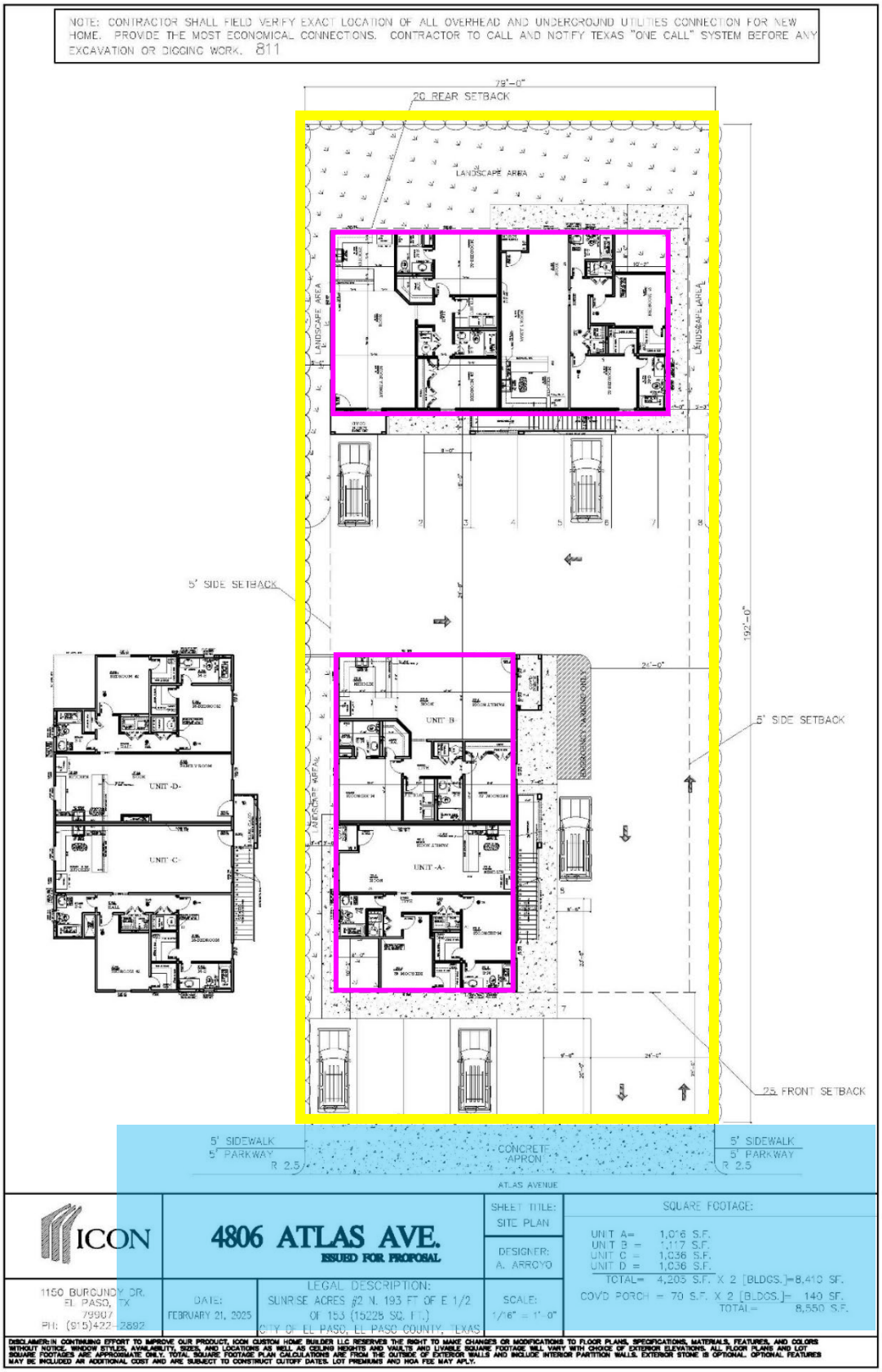
1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

5. Public Input

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL** of the request as the proposed zoning district is compatible with residential uses in the surrounding area and is in keeping with the policies of the G-3, Post-War Land Use designation of *Plan El Paso,* the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division
The generalized plot plan is not being reviewed for conformance due to conceptual nature. No objections to the proposed rezoning.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development
Show all proposed drainage flow patterns on site plan and identify the onsite pond discharge location(s) for all storm-water runoff within the subdivision.

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 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.

Note: Comments to be addressed at the permitting stage.

Fire Department
No adverse comments.

Police Department
The 911 District has no comments or concerns regarding this rezoning.

Environment Services
No comments received.

Sun Metro
No comments received.

Streets and Maintenance Department
Traffic & Transportation Engineering
No objections to the application.

No TIA is required.

Streets Lighting:
Street Lights Department 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:
Confirm 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.

El Paso Water
EPWater does not object to this request.

Water
There is an existing 8-inch diameter water main extending along Atlas Avenue. This main is available to provide service.

Previous water pressure reading from fire hydrant #00204, located on the northeast corner of Atlas Ave and Mount Latona Dr. has yielded a static pressure of 100 psi, a residual pressure of 90 psi, and a flow discharge of 1299 gpm. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer
There is an existing 12-inch diameter sanitary sewer main extending along Atlas Avenue. This main is available to provide 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.

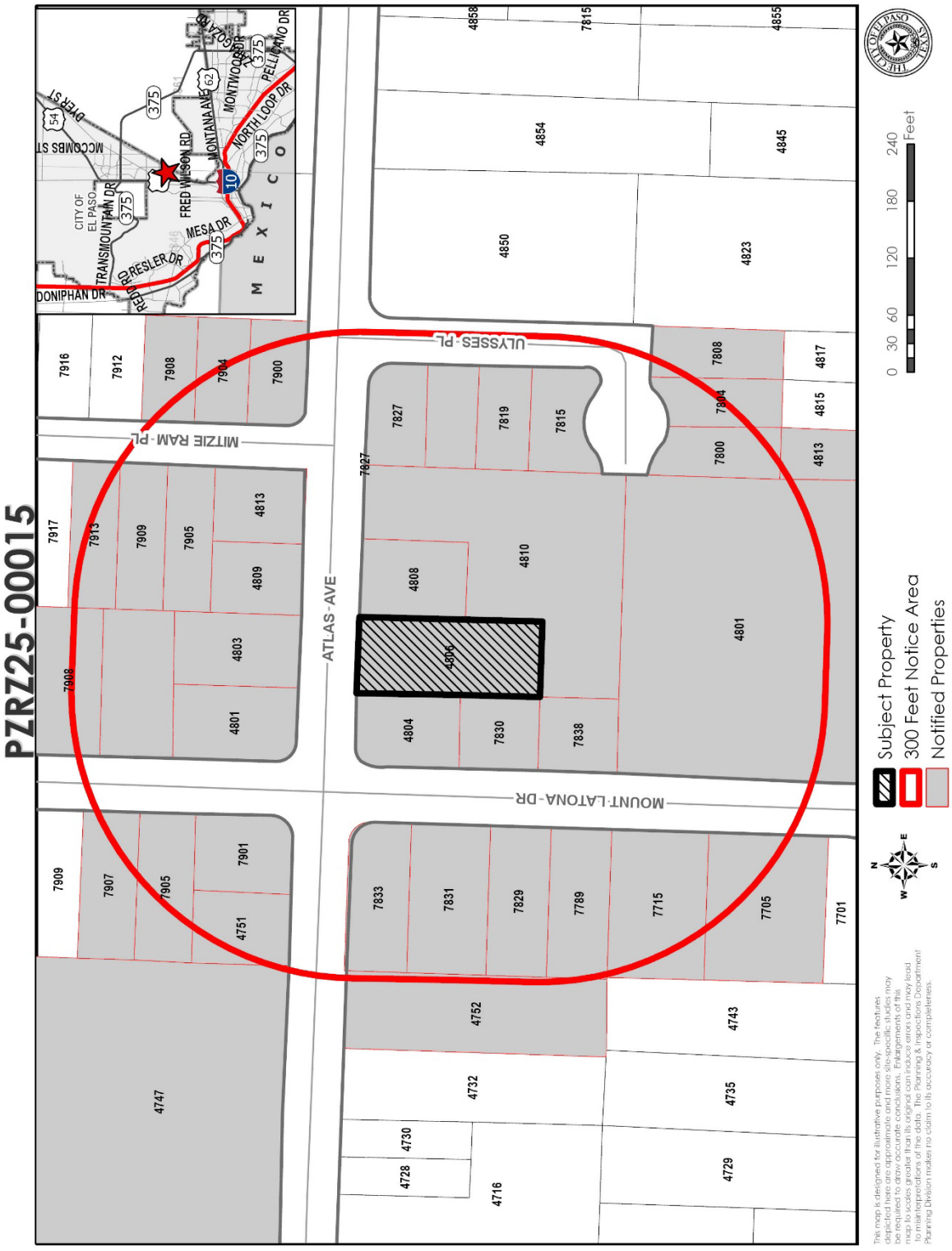
Stormwater:
EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District
No comments received.

Texas Department of Transportation
No comments received.

El Paso County Water Improvement District #1
No comments received.

ATTACHMENT 4



ATTACHMENT 5

From: PORFIRIO GUEVARA
To: Beltran, Jose V.
Subject: Case: PZRZ25-00015
Date: Tuesday, August 12, 2025 2:11:47 PM

You don't often get email from pgr8buy@msn.com. Learn why this is important

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

Re: Case PZRZ25-00015 -4806 Atlas

For - agree, ok

Pilo Guevara
4752 Atlas Ave
El Paso, Tx

File #: 25-1149, **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, Saul J. G. Pina, (915) 212-1604

AGENDA LANGUAGE:

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

An Ordinance releasing all conditions placed on property by Ordinance No. 4928, which changed the zoning of Lot 2, Block 34, Mesa Hills Unit Seventeen, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release request 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: 5662 N. Mesa Street
Applicant: Karla DiPascuale, PZCR25-00002

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 9/16/25

PUBLIC HEARING DATE: 10/14/25

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Saul J. G. Pina **PHONE NUMBER:** (915) 212-1604

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An ordinance releasing all conditions placed on property by Ordinance No. 4928 which changed the zoning of Lot 2, Block 34, Mesa Hills Unit Seventeen, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release request 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: 5662 N. Mesa Street
Applicant: Karla DiPascuale, PZCR25-00002

BACKGROUND / DISCUSSION:

The applicant is requesting to release all conditions imposed by Ordinance No. 4928, dated September 5, 1972, to permit an addition to the existing medical office facility. City Plan Commission recommended 7-0 to approve the proposed condition release on July 17, 2025. As of September 2, 2025, the Planning Division has not received any communication in support or opposition to the condition release request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

The subject property is located within the Upper Mesa Hills Neighborhood Association, which the applicant contacted. The applicant also conducted additional outreach by contacting the Mesa Hills Neighborhood Association. Public notice was sent to property owners within 300 feet of the subject property on July 3, 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 RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 4928 WHICH CHANGED THE ZONING OF LOT 2, BLOCK 34, MESA HILLS UNIT SEVENTEEN, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the zoning of the property described as *LOT 2, BLOCK 34, MESA HILLS UNIT SEVENTEEN, City of El Paso, El Paso County, Texas,* was changed by Ordinance No. 4928 approved by City Council on SEPTEMBER 5, 1972; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the removal all of the conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That all of the zoning conditions imposed by Ordinance No. *4928* approved by City Council on *SEPTEMBER 5, 1972, RELEASED ON SEPTEMBER 8, 1980 AND LATER AMENDED ON AUGUST 6, 1996*, on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:

1) NOT MORE THAN 700 APARTMENT UNITS SHALL BE CONSTRUCTED OR MAINTAINED ON THE 47.303 ACRES OF A-O (APARTMENT-OFFICE) ZONED PART OF THE PROPERTY. NO PORTION OF THE LAND SHALL HAVE MORE THAN AN AVERAGE OF 22 APARTMENT UNITS PER ACRE.

2) NO BUILDINGS OR PART THEREOF SHALL BE CONSTRUCTED ON THE PROPERTY CLOSER THAN FIFTY (50) FEET TO THE PROPERTY LINE WHICH RUNS ALONG NORTH

MESA STREET, HOWEVER, APPROVED SIGNAGE, MEETING THE REQUIREMENTS OF THE APPROPRIATE ZONING CLASSIFICATION, MAY BE PLACED WITHIN THE FIFTY (50) FOOT SETBACK. ON THE NORTHWESTERLY TWO HUNDRED FIFTY (250) FEET OF THE C-1 ZONED PROPERTY, A CANOPY OR APPURTENANCE SHALL BE PERMITTED TO BE CONSTRUCTED NO CLOSER THAN THIRTY (30) FEET TO THE PROPERTY LINE WHICH RUNS ALONG NORTH MESA STREET.

3(A) C-1 (COMMERCIAL) ZONED PROPERTY: BEFORE CERTIFICATES OF OCCUPANCY AND COMPLIANCE ARE ISSUED FOR ANY BUILDINGS TO BE CONSTRUCTED ON THE PROPERTY, THE OWNERS OF THE PROPERTY WILL, AT THE OWNERS' EXPENSE, FOR THAT PORTION OF THE PROPERTY WHICH IS DEVELOPED, LANDSCAPE THE WESTERLY 15 FEET OF THE PROPERTY ADJACENT TO NORTH MESA STREET, EXCEPT DRIVEWAYS FOR INGRESS AND EGRESS AND EXCEPTING THE NORTHWESTERLY 250 FEET OF THE C-1 ZONED PROPERTY. DESERT OR NATURAL LANDSCAPING SHALL BE PERMITTED. NO VEHICLES SHALL BE ALLOWED TO PARK ON THE WESTERLY 50 FEET OF THE PROPERTY, WHICH IS NOT REQUIRED TO BE LANDSCAPED; HOWEVER, AN ON-SITE DRIVE TO FACILITATE INTERIOR TRAFFIC CIRCULATION MAY BE PERMITTED.

3(B) A-O (APARTMENT-OFFICE) ZONED PROPERTY: BEFORE CERTIFICATES OF OCCUPANCY AND COMPLIANCE ARE ISSUED FOR ANY BUILDING TO BE CONSTRUCTED ON THE PROPERTY, FIRST PARTY WILL, AT ITS EXPENSE FOR THAT PORTION OF THE PROPERTY WHICH IS DEVELOPED, LANDSCAPE THE WESTERLY 25 FEET OF THE PROPERTY ADJACENT TO NORTH MESA STREET. DESERT OR NATURAL LANDSCAPING SHALL BE PERMITTED. NO VEHICLES SHALL BE ALLOWED TO STOP, STAND OR PARK ON THE WESTERLY 25 FEET OF THE PROPERTY, EXCEPT INGRESS AND EGRESS SHALL BE PERMITTED ACROSS THE 25 FEET OF THE PROPERTY AS APPROVED BY THE CITY OF EL PASO CITY COUNCIL.

4) NO BUILDING PERMITS SHALL BE ISSUED FOR CONSTRUCTION ON THE PROPERTY UNTIL SITE DEVELOPMENT PLANS AND ARCHITECTURAL REVIEW OF THE PROPOSED DEVELOPMENT ON THE PROPERTY HAVE BEEN APPROVED BY THE CITY PLAN COMMISSION OF THE CITY OF EL PASO.

ADOPTED this _____ day of _____, 2025.

(*Signatures of Following Page*)

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Jesus A. Quintanilla
Assistant Attorney

APPROVED AS TO CONTENT:

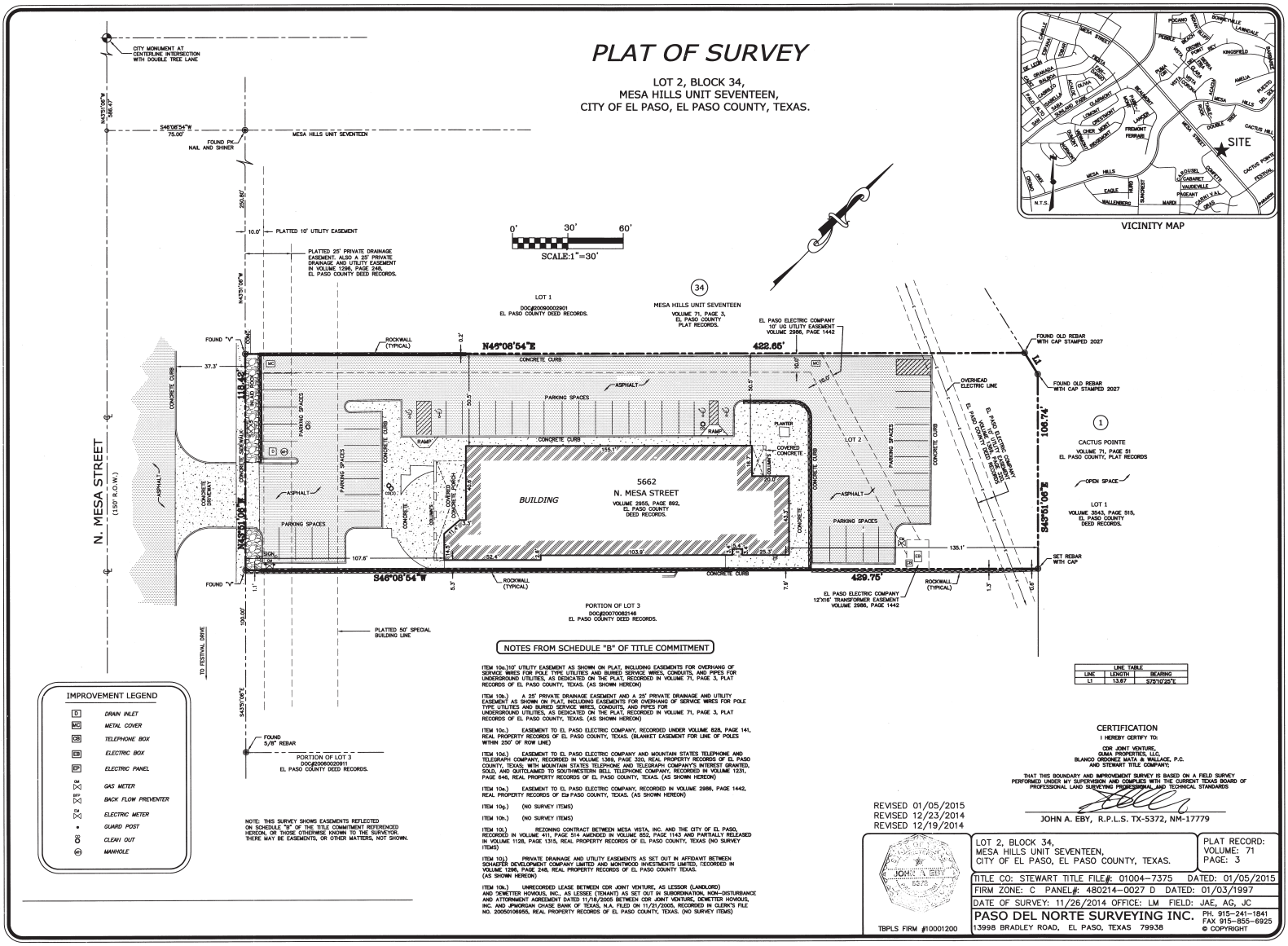
Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

PLAT OF SURVEY

LOT 2, BLOCK 34,
MESA HILLS UNIT SEVENTEEN,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

VICINITY MAP



NOTE: THIS SURVEY SHOWS EASEMENTS REFLECTED ON SCHEDULE "B" OF THE TITLE COMMITMENT REFERENCED HEREON, OR THOSE OTHERWISE KNOWN TO THE SURVEYOR. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.

IMPROVEMENT LEGEND

D	DRAIN INLET
MC	METAL COVER
CB	TELEPHONE BOX
EB	ELECTRIC BOX
EP	ELECTRIC PANEL
	GAS METER
	BACK FLOW PREVENTER
	ELECTRIC METER
	GUARD POST
	CLEAN OUT
	MANHOLE

NOTES FROM SCHEDULE "B" OF TITLE COMMITMENT

ITEM 10a.) 15' UTILITY EASEMENT AS SHOWN ON PLAT, INCLUDING EASEMENTS FOR OVERHANG OF SERVICE WIRES FOR POLE TYPE UTILITIES AND BURIED SERVICE WIRES, CONDUITS, AND PIPES FOR UNDERGROUND UTILITIES, AS DEDICATED ON THE PLAT, RECORDED IN VOLUME 71, PAGE 3, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (AS SHOWN HEREON)

ITEM 10b.) A 25' PRIVATE DRAINAGE EASEMENT AND A 25' PRIVATE DRAINAGE AND UTILITY EASEMENT AS SHOWN ON PLAT, INCLUDING EASEMENTS FOR OVERHANG OF SERVICE WIRES FOR POLE TYPE UTILITIES AND BURIED SERVICE WIRES, CONDUITS, AND PIPES FOR UNDERGROUND UTILITIES, AS DEDICATED ON THE PLAT, RECORDED IN VOLUME 71, PAGE 3, PLAT RECORDS OF EL PASO COUNTY, TEXAS. (AS SHOWN HEREON)

ITEM 10c.) EASEMENT TO EL PASO ELECTRIC COMPANY, RECORDED UNDER VOLUME 828, PAGE 141, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (BLANKET EASEMENT FOR LINE OF POLES WITHIN 250' OF ROW LINE)

ITEM 10d.) EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, RECORDED IN VOLUME 1369, PAGE 320, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS; WITH MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY'S INTEREST GRANTED, SOLD, AND QUITCLAIMED TO SOUTHWESTERN BELL TELEPHONE COMPANY, RECORDED IN VOLUME 1231, PAGE 646, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (AS SHOWN HEREON)

ITEM 10e.) EASEMENT TO EL PASO ELECTRIC COMPANY, RECORDED IN VOLUME 2986, PAGE 1442, REAL PROPERTY RECORDS OF El paso COUNTY, TEXAS. (AS SHOWN HEREON)

ITEM 10g.) (NO SURVEY ITEMS)

ITEM 10h.) (NO SURVEY ITEMS)

ITEM 10i.) REZONING CONTRACT BETWEEN MESA VISTA, INC. AND THE CITY OF EL PASO, RECORDED IN VOLUME 411, PAGE 514 AMENDED IN VOLUME 852, PAGE 1143 AND PARTIALLY RELEASED IN VOLUME 1128, PAGE 1315, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS (NO SURVEY ITEMS)

ITEM 10j.) PRIVATE DRAINAGE AND UTILITY EASEMENTS AS SET OUT IN AFFIDAVIT BETWEEN SCHAEFER DEVELOPMENT COMPANY LIMITED AND MONTWOOD INVESTMENTS LIMITED, RECORDED IN VOLUME 1296, PAGE 248, REAL PROPERTY RECORDS OF EL PASO COUNTY TEXAS. (AS SHOWN HEREON)

ITEM 10k.) UNRECORDED LEASE BETWEEN CDR JOINT VENTURE, AS LESSOR (LANDLORD) AND DEMETTER HOVIOUS, INC., AS LESSEE (TENANT) AS SET OUT IN SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT DATED 11/18/2005 BETWEEN CDR JOINT VENTURE, DEMETTER HOVIOUS, INC. AND JPMORGAN CHASE BANK, OF TEXAS, N.A. FILED ON 11/21/2005, RECORDED IN CLERK'S FILE NO. 20050106955, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS. (NO SURVEY ITEMS)

LINE TABLE		
LINE	LENGTH	BEARING
L1	13.87'	S75°10'25"E

CERTIFICATION

I HEREBY CERTIFY TO:

CDR JOINT VENTURE,
GUMA PROPERTIES, LLC,
BLANCO ORDONEZ MATA & WALLACE, P.C.
AND STEWART TITLE COMPANY;

THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

JOHN A. EBY, R.P.L.S. TX-5372, NM-17779

REVISED 01/05/2015
REVISED 12/23/2014
REVISED 12/19/2014

JOHN A. EBY
5372

TBPLS FIRM #10001200

LOT 2, BLOCK 34,
MESA HILLS UNIT SEVENTEEN,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT RECORD:
VOLUME: 71
PAGE: 3

TITLE CO: STEWART TITLE FILE#: 01004-7375 DATED: 01/05/2015
FIRM ZONE: C PANEL#: 480214-0027 D DATED: 01/03/1997
DATE OF SURVEY: 11/26/2014 OFFICE: LM FIELD: JAE, AG, JC

PASO DEL NORTE SURVEYING INC.
13998 BRADLEY ROAD, EL PASO, TEXAS 79938
PH. 915-241-1841
FAX 915-855-6925
© COPYRIGHT

ZONING

5662 N. Mesa

City Plan Commission — July 17, 2025

REZONING

CASE NUMBER:	**PZCR25-00002**
CASE MANAGER:	Saul J. G. Pina, (915) 212-1604, PinaSJ@elpasotexas.gov
PROPERTY OWNER:	MKD Real Estate, LLC
REPRESENTATIVE:	Fokus on Architecture, Inc.
LOCATION:	5662 N. Mesa Street (District 8)
PROPERTY AREA:	1.17 acres
REQUEST:	To release conditions imposed by Ordinance No. 4928
RELATED APPLICATIONS:	None
PUBLIC INPUT:	No communication received as of July 10, 2025

SUMMARY OF REQUEST: The applicant is requesting to release conditions imposed by Ordinance No. 4928 on the subject property to permit an addition to the existing medical office facility.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the condition release request. This recommendation is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-4, Suburban (Walkable) Future Land Use Designation.

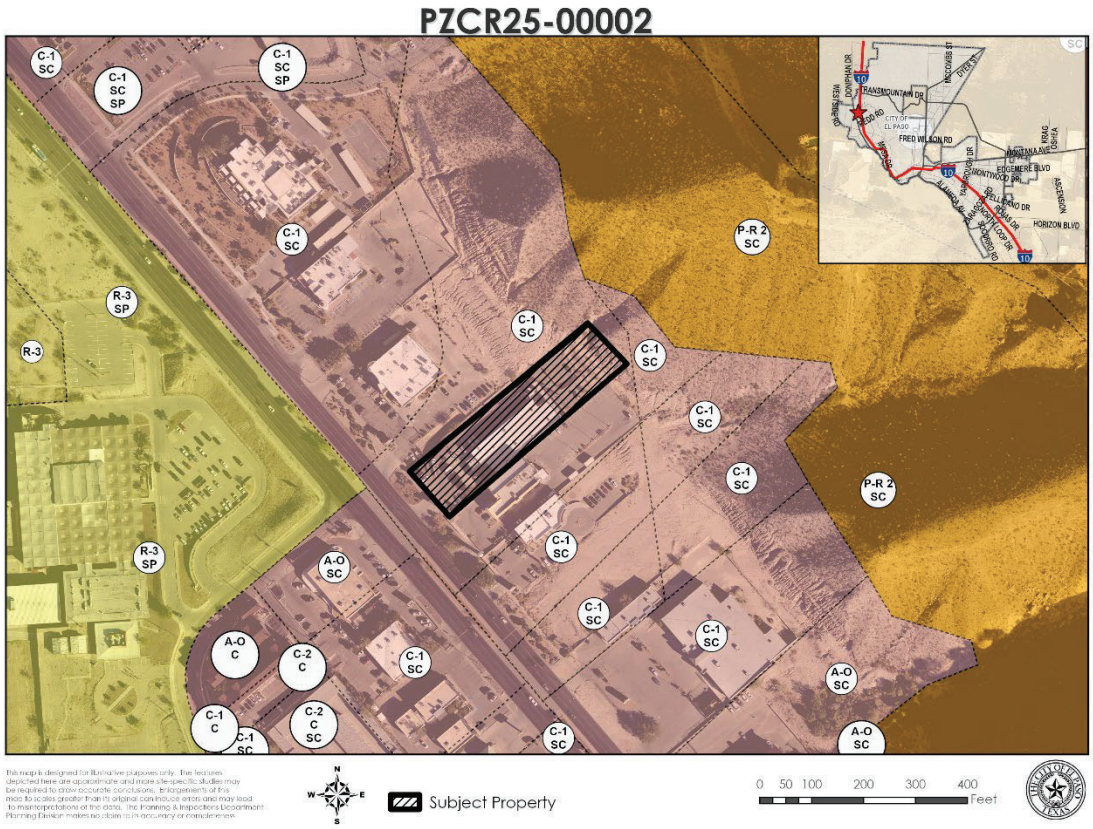


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to release conditions imposed by Ordinance No. 4928, to permit an addition to the existing medical office facility. The subject property is approximately 1.17 acres in size. The conceptual plan shows the facility, with parking, landscape, and a proposed 784 square foot canopy. Main access to the subject property is provided from N. Mesa Street.

PREVIOUS CASE HISTORY: Ordinance 4928, dated September 5, 1972 (attachment 3), changed the zoning of Parcel 1 to C-1 (Commercial) and Parcel 2 to A-O (Apartment-office) and imposed conditions via a special contract, which were released on September 8, 1980 and later amended on August 6, 1996. Applicable conditions are the following:

1) *Not more than 700 apartment units shall be constructed or maintained on the 47.303 acres of A-O (Apartment-office) zoned part of the property. No portion of the land shall have more than an average of 22 apartment units per acre.*

2) *No buildings or part thereof shall be constructed on the property closer than fifty (50) feet to the property line which runs along North Mesa Street, however, approved signage, meeting the requirements of the appropriate zoning classification, may be placed within the fifty (50) foot setback. On the northwesterly two hundred fifty (250) feet of the C-1 zoned property, a canopy or appurtenance shall be permitted to be constructed no closer than thirty (30) feet to the property line which runs along North Mesa Street.*

3(a) *C-1 (Commercial) zoned property: Before Certificates of Occupancy and Compliance are issued for any buildings to be constructed on the property, the owners of the property will, at the owners' expense, for that portion of the property which is developed, landscape the westerly 15 feet of the property adjacent to North Mesa Street, except driveways for ingress and egress and excepting the northwesterly 250 feet of the C-1 zoned property. Desert or natural landscaping shall be permitted. No vehicles shall be allowed to park on the westerly 50 feet of the property, which is not required to be landscaped; however, an on-site drive to facilitate interior traffic circulation may be permitted.*

3(b) *A-O (Apartment-office) zoned property: Before certificates of occupancy and compliance are issued for any building to be constructed on the property, First Party will, at its expense for that portion of the property which is developed, landscape the westerly 25 feet of the property adjacent to North Mesa Street. Desert or natural landscaping shall be permitted. No vehicles shall be allowed to stop, stand or park on the westerly 25 feet of the property, except ingress and egress shall be permitted across the 25 feet of the property as approved by the City of El Paso City Council.*

4) *No building permits shall be issued for construction on the property until site development plans and architectural review of the proposed development on the property have been approved by the City Plan Commission of the City of El Paso.*

***Note:** All conditions are to be released. The conditions have either been satisfied, are current requirements, or are not applicable.*

STAFF ANALYSIS: Staff recommends the release of all conditions as the subject property and neighboring properties are already developed with conditions having been satisfied, current requirements, or are not applicable. The conditions were originally imposed to a large area during the rezoning as means to protect neighboring properties in the area from uncontrolled development. These properties have been developed along Mesa Street, which is a Transit Oriented Development (TOD) corridor with the conditions being in conflict with this classification.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The medical facility is in character with surrounding properties. Furthermore, the proposed condition release will not affect the existing properties and uses. To the north is a medical office, zoned C-1/sc (Commercial/special contract); to the south are medical offices zoned A-O/sc (Apartment/Office/special contract) and C-1/sc (Commercial/special contract); to the east is a restaurant zoned C-1/sc (Commercial/special contract); and to the west is a vacant property zoned R-3 (Residential). The nearest school, Charles Murphree PK-8 School, is 0.86 miles and the nearest park, Galatzan Park, is 1.26 miles in proximity to the subject property.

POLICY – When evaluating whether a proposed condition release is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed 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 existing medical office is compatible with the future land use designation as it integrates with the various types of light-commercial uses buffering apartments and residential dwellings.
Compatibility with Surroundings: The proposed request and the existing zoning district are compatible with those surrounding the site: **C-1 (Commercial):** The purpose of this district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.	Yes. The proposed condition release is compatible with the existing surrounding zoning districts. The current commercial zoning permits the use of medical office and other light-commercial uses. The condition release will permit design flexibility and efficient use of the land without limiting landscape and parking requirements.
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 property is accessible from Mesa Street, a major arterial designated in the City's Major Thoroughfare Plan. This road's classification is suitable for the development of light-commercial uses.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	None. The property is not located within any historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts. The proposed change will only permit the expansion of the facility without impacting neighboring properties.
Natural Environment: Anticipated effects on the natural environment.	None. The proposed development does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	Yes. The area is stable with no changes in zoning.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Primary access is provided from Mesa Street, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for the existing medical office use. Furthermore, Mesa Street is a Transit-Oriented Development (TOD) corridor, with the site currently accessible by bicycle, pedestrian, and public transit, including Brio and regular bus service. The closest bus stop is located approximately 0.07 miles from the site.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments.

PUBLIC COMMENT: The subject property is located within the Upper Mesa Hills Neighborhood Association. The applicant also conducted additional outreach by contacting the Mesa Hills Neighborhood Association. Public notice was sent to property owners within 300 feet of the subject property on July 3, 2025. As of July 10, 2025, the Planning Division has not received any communication in support of or opposition to the request.

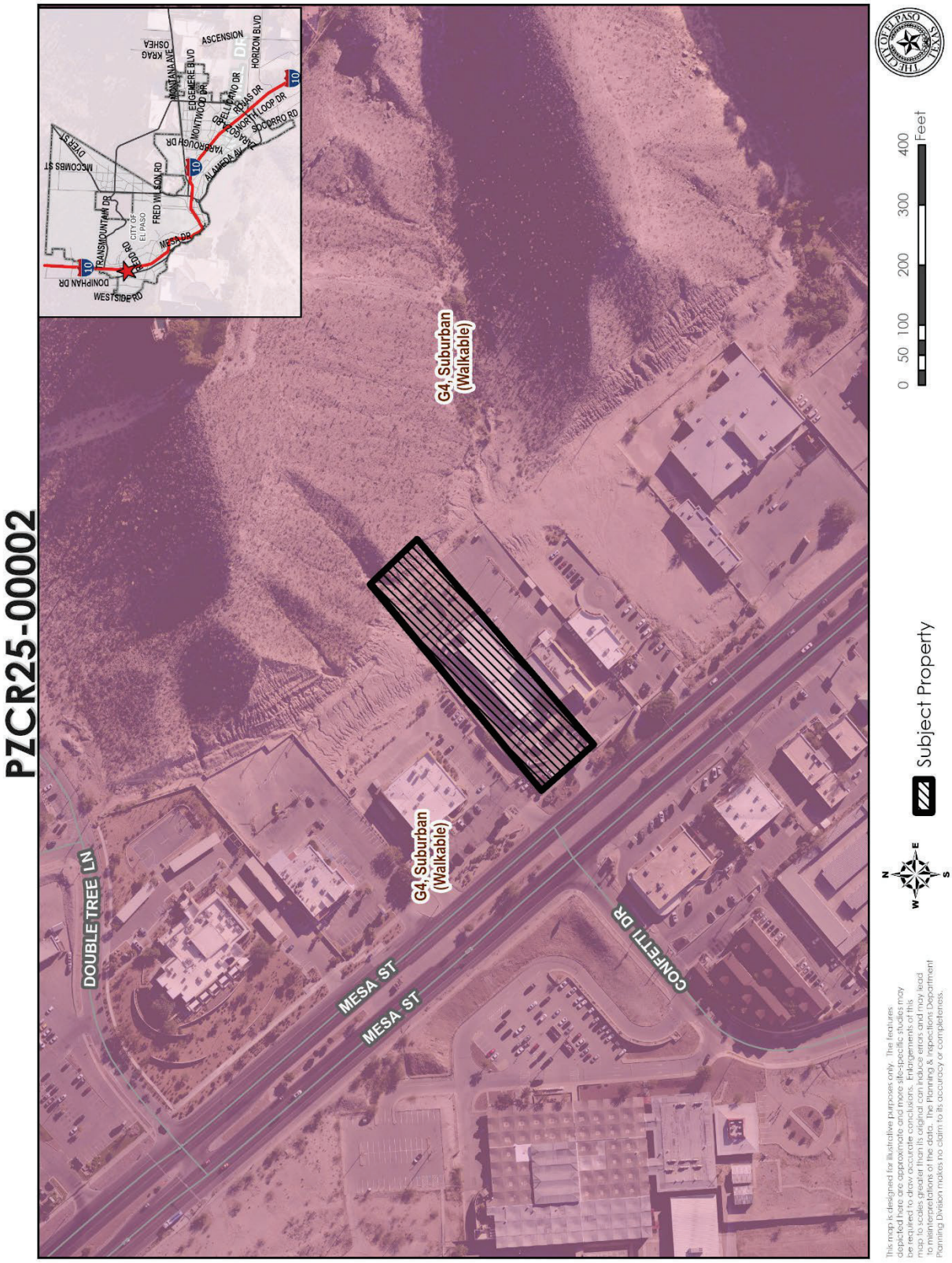
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the condition release 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 condition release 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 condition release request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

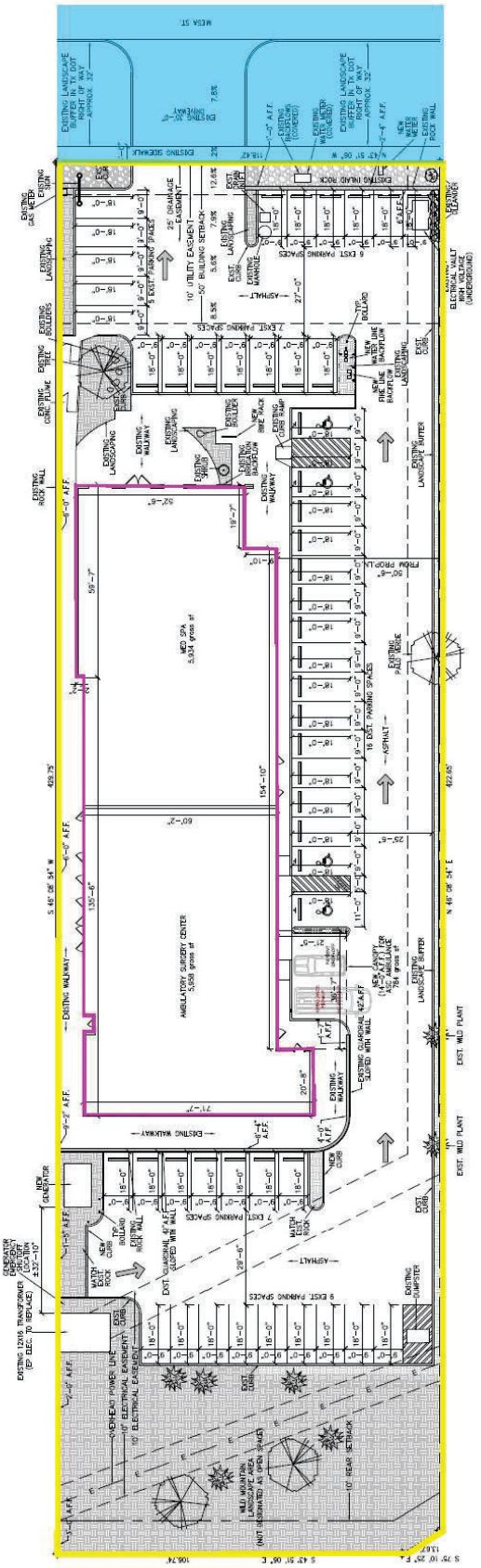
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Plan
3. Ordinance No. 16385
4. Department Comments
5. Neighborhood Notification Boundary Map

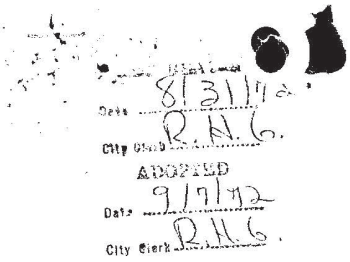
ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



AN ORDINANCE CHANGING THE ZONING OF PORTIONS OF TRACTS 2A AND 2F, A. F. MILLER SURVEY 215, AND A PORTION OF TRACT 1A, A. F. MILLER SURVEY, THE PENALTY BEING AS PROVIDED IN SECTION 25-10 OF THE EL PASO CITY CODE

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

That the zoning of portions of Tracts 2A and 2F, A. F. Miller Survey 215 and a portion of Tract 1A, A. F. Miller Survey 216, as more particularly described below, be changed as indicated within the meaning of the Zoning Ordinance, and the zoning map of the City be revised accordingly:

Parcel #1 - C-1 Zoning
A portion of A. F. Miller Survey 215, more particularly described by metes and bounds as follows, to wit:

From a point, said point being the intersection of the westerlymost right of way line of Mesa Street with the centerline of Festival Drive; thence North 46° 06' 00" East a distance of 150.00 feet to a point lying in the easterlymost right of way line of Mesa Street; thence North 43° 54' 00" West along said easterlymost right of way line a distance of 1717.84 feet to the point of beginning;

Thence North 43° 54' 00" West along said easterlymost right of way line a distance of 1459.68 feet;

Thence North 46° 06' 00" East a distance of 201.31 feet;

Thence 80.00 feet along the arc of a curve to the left whose interior angle is 10° 47' 28", whose radius is 424.74 feet and whose chord bears North 40° 42' 16" East a distance of 78.88 feet;

Thence 79.76 feet along the arc of a curve to the right whose interior angle is 10° 47' 28", whose radius is 423.51 feet and whose chord bears North 40° 42' 16" East a distance of 79.65 feet;

Thence 534.34 feet along the arc of a curve to the right whose interior angle is 56° 16' 00", whose radius is 544.12 feet and whose chord bears North 74° 14' 00" East a distance of 513.13 feet;

Thence South 77° 38' 00" East a distance of 460.48 feet;

Thence 350.58 feet along the arc of a curve to the left whose interior angle is 32° 44' 21", whose radius is 613.53 and whose chord bears North 85° 59' 50" East a distance of 345.83 feet;

Thence 166.11 feet along the arc of a curve to the right whose interior angle is 20° 46' 16", whose radius is 458.20 feet and whose chord bears North 80° 00' 47" East a distance of 165.20 feet;

Thence 33.70 feet along the arc of a curve to the right whose interior angle is 96° 33' 07", whose radius is 20.00 feet and whose chord bears South 41° 19' 31" East a distance of 29.85 feet;

Thence South 6° 57' 02" West a distance of 92.14 feet;

Thence 279.86 feet along the arc of a curve to the right whose interior angle is 58° 08' 44", whose radius is 275.77 feet and whose chord bears South 36° 01' 24" West a distance of 268.01 feet;

Thence South 65° 05' 46" West a distance of 420.33 feet;

Thence 539.94 feet along the arc of a curve to the left whose interior angle is 93° 35' 28", whose radius is 330.55 feet and whose chord bears South 18° 18' 02" West a distance of 481.88 feet;

Thence South 28° 29' 42" East a distance of 120.50 feet;

Thence 348.93 feet along the arc of a curve to the right whose interior angle is 74° 35' 42", whose radius is 268.01 feet and whose chord bears South 8° 48' 09" West a distance of 324.80 feet;

Thence South 46° 06' 00" West a distance of 20.00 feet to the point of beginning and containing in all 26.045 acres of land more or less.

Parcel #2 - A-O Zoning

A portion of A. F. Miller Survey 215 and a portion of A. F. Miller Survey 216, El Paso County, Texas, more particularly described by metes and bounds, to wit:

From a point, said point being the intersection of the westerlymost right of way line of Mesa Street with the centerline of Festival Drive; thence North 46° 06' 00" East a distance of 150.00 feet to a point lying in the easterlymost right of way line of Mesa Street; thence North 43° 54' 00" West along said easterlymost right of way line a distance of 30.00 feet to the point of beginning;

Thence North 43° 54' 00" West along said easterlymost right of way line a distance of 1627.84 feet;

Thence North 46° 06' 00" East a distance of 20.00 feet;

Thence 427.04 feet along the arc of a curve to the left whose interior angle is 74° 35' 42", whose radius is 328.01 feet and whose chord bears North 8° 48' 09" East a distance of 397.51 feet;

Thence North 28° 29' 42" West a distance of 120.50 feet;

Thence 441.93 feet along the arc of a curve to the right whose interior angle is 93° 35' 28", whose radius is 270.55 feet and whose chord bears North 18° 18' 02" East a distance of 394.41 feet;

Thence North 65° 05' 46" East a distance of 245.00 feet;

Thence South 44° 28' 34" East a distance of 603.62 feet;

Thence South 71° 38' 19" East a distance of 492.05 feet;

Thence South 51° 52' 37" East a distance of 283.47 feet;

Thence South 44° 24' 34" East a distance of 342.96 feet;

Thence South 46° 06' 06" West a distance of 367.76 feet;

Thence South 44° 07' 24" East a distance of 496.02 feet;

Thence South 64° 34' 47" West a distance of 85.00 feet;

Thence 267.42 feet along the arc of a curve to the left whose interior angle is 18° 28' 47", whose radius is 829.12 feet and whose chord bears South 55° 20' 24" West a distance of 266.26 feet;

Thence South 46° 06' 00" West a distance of 517.00 feet to the point of beginning, containing in all 47.303 acres of land, more or less.

PASSED AND APPROVED this 7th day of September,

1972.

Mayor

ATTEST:

City Clerk

I CERTIFY THAT THE FOLLOWING ZONING MAPS HAVE BEEN REVISED: Joe Pardeman

10-24-72 COUNTER

10-24-72 ORIGINAL

10-24-72 Bldg Inspection

10-25-72 CONTROL

10-24-72 EDP

I certify that the zoning map has been revised to reflect the amendment of ordinance #4928

By ..... Date 10-25-72

CONTRACT

This contract, made this 5th day of September, 1972, by and between Mesa Vista, Inc., a corporation, First Party; Charles H. Leavell, H. D. Fulwiler, and Dutchie Boyd, James Egbert Boyd, Jan Boyd Blackwell and Donald P. Bandy (as Independent Executors of the Estate of William E. Boyd, deceased), and Times Enterprises, Inc., a corporation, Second Parties; and the City of El Paso, Third Party, WITNESSETH:

First Party has applied to the City of El Paso for rezoning of portions of Tracts 2A and 2F, A. F. Miller Survey 215 and a portion of Tract 1A, A. F. Miller Survey 216, all in the City of El Paso, El Paso County, Texas, such property being more particularly described in Ordinance No. 4928, now pending before the City Council of the City of El Paso, a copy of which is marked "Exhibit A", attached hereto and made a part hereof by reference.

In order to remove certain objections to such rezoning, First Party covenants that if the property is zoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

1. No apartments shall be permitted on the C-1 (commercial) zoned part of the property.

2. Not more than 700 apartment units shall be constructed or maintained on the 47.303 acres of A-O (apartment-office) zoned part of the property. No portion of the land shall have more than an average of 22 apartment units per acre.

3. No building, structure or part thereof shall be constructed on the property closer than 50 feet to the property line which runs along North Mesa Street, except on the northwesterly 250 feet of the C-1 zoned property, a canopy or appurtenance shall be permitted to be constructed no closer than 30 feet to the property line which runs along North Mesa Street.

4 (a). C-1 (commercial) zoned property: Before certificates of occupancy and compliance are issued for any buildings to be constructed on the property, First Party will, at its expense for that portion of the property which is developed, landscape the westerly 50 feet of the property adjacent to North Mesa Street, except the northwesterly 250 feet of the C-1 zoned property. Desert or natural landscaping shall be permitted. No vehicles shall be allowed to stop, stand or park on the westerly 50 feet of the property; however, such 50 feet may be used for utility services, such as water, sewer and gas mains, and electrical services.

4 (b). A-O (apartment-office) zoned property: Before certificates of occupancy and compliance are issued for any buildings to be constructed on the property, First Party will, at its expense for that portion of the property which is developed, landscape the westerly 25 feet of the property adjacent to North Mesa Street. Desert or natural landscaping shall be permitted. No vehicles shall be allowed to stop, stand or park on the westerly 25 feet of the property, except ingress and egress shall be permitted across the 25 feet of property as approved by the City of El Paso City Council.

5. No building permits shall be issued for construction on the property until site development plans and architectural review of the proposed development on the property have been approved by the City Plan Commission of the City of El Paso.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party, Second Parties and their 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 release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

Second Parties, the holders of recorded liens on the above property, consent to the placing of the above restrictions on the property.

Witness the following signatures and seals:

ATTEST: MESA VISTA, INC., a corporation

Elayne B. Henexson, Ass't Sec.

By Harry W. Buckley, President

Charles H. Leavell

H. D. Fulwiler

ATTACHMENT 4

Planning and Inspections Department - Planning Division
Staff recommends **Approval** of the condition release as the current conditions are not necessary or applicable for the proposed construction to the medical office.

Planning and Inspections Department – Plan Review & Landscaping Division
Recommend Approval: No comments on the condition release.

Planning and Inspections Department – Land Development
Recommend Approval with condition:
1. TXDOT review and approval are required of the proposed subdivision for drainage and access requirements at the time of grading permit.
2. Any modification of the existing condition on the "wild mountain area" (Existing berm / detention pond) mentioned in the detailed site development plan, a grading (drainage) permit is required.

Streets and Maintenance Department
Traffic and Transportation Engineering:
No objections to application.

Street Lights Department:
Do not object to this request.

Mesa St. 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:
1. Indicate that any damaged structure must be restored to same or better condition, this goes for asphalt, concrete, manholes, or water valves. Follow DSC and City of El Paso Municipal Codes as applicable for all proposed and improvements on the project.
2. Indicate that any infrastructure that is on city right of way must be done as per Design Standards for Construction and Municipal Code

Environment Services
No comments to provide. If construction requires a Traffic Control Permit, please provide a copy in order prevent any disruption of Sun Metro Transit services and operations.

El Paso Water
EPWater-PSB does not object to this request.

Mesa Street is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Mesa Street right-of-way requires written permission from TxDOT.

Water:
There is an existing 24-inch diameter water transmission main that extends along Mesa St., located approximately 2-feet north of the south right-of-way line. No direct service connections are allowed to this main as per EPWater-PSB Rules and Regulations.

There is an existing 12-inch diameter water main that extends along an existing 25-foot PSB easement north of and parallel to Mesa Street. This main is available for service.

There is an existing 12-inch diameter water main that extends along Mesa St., located approximately 73-feet north of the south right-of-way line. This main is available for service.

Previous water pressure reading from fire hydrant #02707, located on Mesa St. fronting 5664 Mesa St., has yielded a static pressure of 140 psi, a residual pressure of 130 psi, and a discharge of 1,113 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 existing 1½-inch service, with service address of 5662 N. Mesa St.

Sanitary Sewer:
There is an existing 12-inch diameter sanitary sewer main that extends along an existing 25-foot PSB easement north of and parallel to Mesa Street. This main is available for service.

General:
No building, reservoir, structure, parking stalls, trees, 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. The Developer shall refrain from constructing rock walls, signs, 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 EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater 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-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:
EP Water-SW reviewed the property described above and provided the following comments:

- What is the purpose of removing the restrictions imposed by an ordinance? Do they plan to expand? If so

the comment below applies.

- 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.

El Paso County 911 District
The 911 District has no comments or concerns.

Texas Department of Transportation
No TxDOT comments as there appears to be no work affecting the ROW.

Texas Gas Service
In reference to case PZCR25-00002 - 5662 N Mesa St, Texas Gas has a service line at 5662 N Mesa 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
No comments for 5662 N Mesa St.

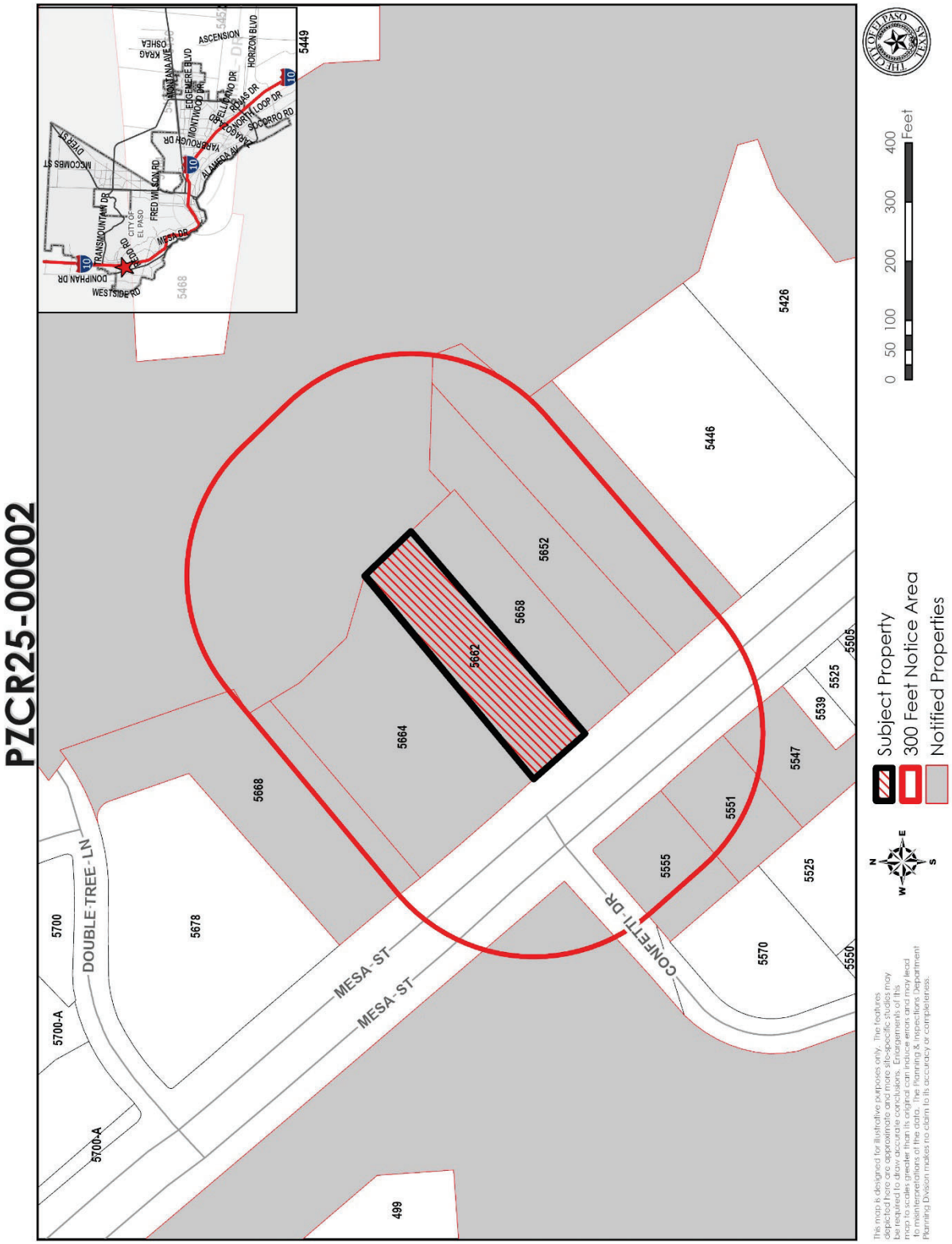
Sun Metro
No comments received.

El Paso County Water Improvement District No. 1
No comments received.

Police Department
No comments received.

Fire Department
No comments provided.

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	Karla DiPascuale
Business Name	Surgical Center of Excellence
Agenda Item Type	Zoning Condition Release Application
Relevant Department	Planning & Zoning

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	Chris Canales	0

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: 04/30/2025

File #: 25-1154, **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
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1556

AGENDA LANGUAGE:

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

An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), by amending Article II (Definitions) Section 20.02.464 (HUD-Code Manufactured Home (Manufactured Home)) in order to comply with the updated zoning notification requirements in accordance with Senate Bill 1341 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 9/16/25

PUBLIC HEARING DATE: 10/14/25

CONTACT PERSON NAME: Philip Etiwe **PHONE NUMBER:** 915-212-1553

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

3 - Promote the Visual Image of El Paso

SUBGOAL:

3.2 - Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), by amending Article II (Definitions) Section 20.02.464 (HUD-Code Manufactured Home (Manufactured Home)) in order to comply with the updated zoning notification requirements in accordance with Senate Bill 1341 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code.

BACKGROUND / DISCUSSION:

Senate Bill 1341 was adopted as part of the 89th Texas Legislature, with this Bill modifying the definition for HUD-code manufactured homes (manufactured home). This item is modifying the El Paso City Code to comply with the State Law. The City Plan Commission recommended approval of this change on August 14, 2025.

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 Etiwe

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

REVISED
11:21 am, Sep 10, 2025

ORDINANCE NO._____

AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.02 (GENERAL PROVISIONS AND DEFINITIONS), BY AMENDING ARTICLE II (DEFINITIONS) SECTION 20.02.464 (HUD-CODE MANUFACTURED HOME (MANUFACTURED HOME)) IN ORDER TO COMPLY WITH THE UPDATED ZONING NOTIFICATION REQUIREMENTS IN ACCORDANCE WITH SENATE BILL 1341 OF THE TEXAS 89TH LEGISLATIVE SESSION. THE PENALTY IS AS PROVIDED IN 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Senate Bill 1341 ("SB 1341") was enacted on June 9, 2025 by the Texas 89th Legislative Session, with an effective date of September 1, 2025; and

WHEREAS, SB 1341 seeks to update the current statute to reflect innovations in the manufactured housing industry and make adjustments recognizing other changes in technology and process; and

WHEREAS, this Ordinance amends Title 20 (Zoning) of the El Paso City Code to comply with SB 1341.

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

Section 1. That Title 20 (Zoning), Chapter 20.02 (General Provisions) Article II (Definitions), Section 20.02.464 (Hud-Code Manufactured Home (Manufactured Home) is replaced as follows:

20.02.464 HUD-code manufactured home (manufactured home) has the meaning assigned by 42 U.S.C. Section 5402(6) and means a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary and complies with the standards established under this chapter; and except that such term shall not include any self-propelled recreational vehicle. The term does not include a recreational vehicle as defined by 24 C.F.R. Section 3282.15(b).

Section 2. Except as herein amended, Title 20 (Zoning) of the El Paso City Code shall remain in full force and effect

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 Etiwe, Director
Planning & Inspections Department

SB 1341 Update

Formatted: Centered

20.02.464 HUD-code manufactured home (manufactured home).

"HUD-code manufactured home (manufactured home)" has the meaning assigned by 42 U.S.C. Section 5402(6) and means a structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary and complies with the standards established under this chapter; and except that such term shall not include any self-propelled recreational vehicle. ~~means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or forty body feet or more in length, or, when erected on site, is three hundred twenty or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems.~~ The term does not include a recreational vehicle as defined by 24 C.F.R. Section 3282.15(b)~~3282.8(g)~~.

(Ord. 16653 § 2 (part), 2007)

File #: 25-1155, **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
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1556

AGENDA LANGUAGE:

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

An Ordinance amending Title 20 (Zoning), Chapter 20.10 (Supplemental Use Regulations), Section 20.10.270 (Home Occupation Uses), Subsection 20.10.270 B.14. to include No-Impact Home Businesses as an exception to home occupation licensing requirements.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 9/16/25

PUBLIC HEARING DATE: 10/14/25

CONTACT PERSON NAME: Philip Etiwe **PHONE NUMBER:** 915-212-1553

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

3 - Promote the Visual Image of El Paso

SUBGOAL:

3.2 - Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 20 (Zoning), Chapter 20.10 (Supplemental Use Regulations), Section 20.10.270 (Home Occupation Uses), Subsection 20.10.270 B.14. to include No-Impact Home Businesses as an exception to home occupation licensing requirements.

BACKGROUND / DISCUSSION:

House Bill 2464 was adopted as part of the 89th Texas Legislature, with this Bill placing limits on a municipality's ability to regulate certain home occupation uses. This item is modifying the El Paso City Code to comply with the State Law. The City Plan Commission recommended approval of this change on August 14, 2025.

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 Etiwe

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

REVISED
10:49 am, Sep 10, 2025

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.10 (SUPPLEMENTAL USE REGULATIONS), SECTION 20.10.270 (HOME OCCUPATION USES), SUBSECTION 20.10.270 B.14. TO INCLUDE NO-IMPACT HOME BUSINESSES AS AN EXCEPTION TO HOME OCCUPATION LICENSING REQUIREMENTS.

WHEREAS, on June 12, 2025, the Governor of Texas signed House Bill 2464 into law which relates to the authority of a municipality to regulate certain home-based business; and

WHEREAS, City Code 20.10.270 is the relevant code that regulates home occupation uses in the City of El Paso and requires an update to adhere to the aforementioned law.

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

Section 1. That Title 20 (Zoning), Chapter 20.10 (Supplemental Use Regulations), Section 20.10.270 (Home Occupation Uses), Subsection 20.10.270 B.14. is hereby amended to read as follows:

> 14. A no-impact home-based business as defined in Section 229.902 of the Local Government Code.

Section 2. Except as herein amended, Title 20 (Zoning) of the El Paso City Code shall remain in full force and effect.

ADOPTED this ___ day of _____, 2025.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

(*Signatures Continued on Next Page*)

APPROVED AS FORM:

Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe, Director
Planning & Inspections

File #: 25-1156, **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
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

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

An Ordinance amending Title 20 (Zoning), Chapter 20.04 (Administrative Provisions), by amending Article VI (Changes and Amendments) Section 20.04.460 (Protest Procedure) and Article VII (Public Hearings) Section 20.04.520 (Notice) in order to comply with the updated zoning notification requirements in accordance with House Bill 24 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 9/16/25

PUBLIC HEARING DATE: 10/14/25

CONTACT PERSON NAME: Philip Etiwe **PHONE NUMBER:** 915-212-1553

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

3 - Promote the Visual Image of El Paso

SUBGOAL:

3.2 - Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 20 (Zoning), Chapter 20.04 (Administrative Provisions), by amending Article VI (Changes and Amendments) Section 20.04.460 (Protest Procedure) and Article VII (Public Hearings) Section 20.04.520 (Notice) in order to comply with the updated zoning notification requirements in accordance with House Bill 24 of the Texas 89th Legislative Session. The penalty is as provided in 20.24 of the El Paso City Code.

BACKGROUND / DISCUSSION:

House Bill 24 was adopted as part of the 89th Texas Legislature, with this Bill modifying the notification requirements for changes to the zoning code or map. This item is modifying the El Paso City Code to comply with the State Law. The City Plan Commission recommended approval of this change on August 14, 2025.

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 Etiwe

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

ORDINANCE NO._____

AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.04 (ADMINISTRATIVE PROVISIONS), BY AMENDING ARTICLE VI (CHANGES AND AMENDMENTS) SECTION 20.04.460 (PROTEST PROCEDURE) AND ARTICLE VII (PUBLIC HEARINGS) SECTION 20.04.520 (NOTICE) IN ORDER TO COMPLY WITH THE UPDATED ZONING NOTIFICATION REQUIREMENTS IN ACCORDANCE WITH HOUSE BILL 24 OF THE TEXAS 89TH LEGISLATIVE SESSION. THE PENALTY IS AS PROVIDED IN 20.24 OF THE EL PASO CITY CODE.

WHEREAS, House Bill 24 ("HB 24") was enacted on June 6, 2025 by the Texas 89th Legislative Session, with an effective date of September 1, 2025; and

WHEREAS, HB 24 seeks to return property rights to landowners in the protest process for proposed zoning changes by explicitly exempting comprehensive zoning changes from that process, limiting the scope of the process and modernizing the law; and

WHEREAS, this Ordinance amends Title 20 (Zoning) of the El Paso City Code to update zoning notices provisions and procedures as required by HB 24.

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

Section 1. That Title 20 (Zoning), Chapter 20.04 (Administrative Provisions) Article VI (Changes and Amendments), Section 20.04.460 (Protest Procedure) is replaced as follows:

20.04.460 Protest procedure.

In case of a protest, the procedure outlined in and the law set out in Section 211.0061 of the Texas Local Government Code, and as amended, shall be applicable.

Section 2. That Title 20 (Zoning), Chapter 20.04 (Administrative Provisions) Article VII (Public Hearings), Section 20.04.520 (Notice) is replaced as follows:

20.04.520 Notice**.**

Where a public hearing is required by State law, notice shall be given in the manner specified below:

A. Content of Notice. Required mailed notices and notices by publication shall include the date, time, and place of the hearing, a description of the subject matter of the hearing and the body holding the hearing. The mailed notices shall be in the form of a standard letter or a postcard and shall include the information in both English and Spanish. The postcard shall be a minimum size of 5.5 inches by 8.5 inches. Required on-site posting of notice shall be as specified in subsection B.2.d. of this section.

B. Provision of Notice. Notice will be given in the following manner and as per Chapter 2.102 of this Code, as applicable:

1. In all cases, by mail to the applicant, or owner of the property that is subject of the application, if different;

2. On applications for special permits, amendments to zoning conditions and amendments to the district map, additional notice shall be given as follows:

a. Notice of hearing before the city plan commission shall be given to all owners of real property by mail, as indicated by the most recently approved municipal tax roll within three hundred feet of the lot line of the subject property.

i. In addition to notice given to the owners of the real property within three hundred feet of the lot line of the subject property, if a multifamily dwelling is located on any parcel of real property within the three hundred feet of the lot line of the subject property, notice shall be provided to the property manager of the multifamily dwelling.

b. When applications for special permits, amendments to zoning conditions, and amendments to the district map involve a personal wireless service facility (PWSF) or public utility facility, notice of hearing before the city plan commission shall be given by mail to all owners of real property, as indicated by the most recently approved municipal tax roll within five hundred feet of the lot line of the subject property.

i. In addition to notice given to the owners of the real property within five hundred feet of the lot line of the subject property, if a multifamily dwelling unit is located on any parcel of real property within the five hundred feet of the lot line of the subject property, notice shall be provided to the property manager of the multifamily dwelling.

ii. The applicant for a special permit, an amendment to zoning conditions, or an amendment to the district map involving a public utility facility is responsible for providing the required notice and for all costs of providing the required notice. The applicant shall provide written documentation to the city that the required notices have been provided unless the applicant has requested that the city provide the notices of the hearing and reimburses the city for all its expenses upon receipt of a city invoice.

c. Notice of hearing before the city council shall be given as follows:

i. On first reading—by publication in a newspaper of general circulation in the city and posted on the City's website, not less than fifteen days prior to the day

of the public hearing and posted in accordance with provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act).

ii. The published notice shall contain:

1. The name of the property owner(s) requesting the special permits, amendments to zoning conditions, or amendments to the district map;
2. The legal description of the property or the physical address assigned to the property; if no address has been assigned, the notice shall contain the name and block number of the street(s), if any, abutting the property for which the special permit, amendment to zoning conditions, or amendment to the district map has been requested, and
3. An electronic link on the city's website containing the city council agendas at which the application will be introduced and the identified public hearing date at which the application will be considered.

d. On-site posting of notice by an applicant is required for parcels of one acre or more in size. The on-site posting of notice shall comply with the following:

i. Location. The notice should be placed on the proposed site so that it is clearly visible and legible from each right-of-way abutting the property.

1. The sign(s) shall be placed perpendicular to the street frontage and be double sided.
2. One sign per right-of-way shall be required. However, if a property identified in an application is separated by a right-of-way, on-site postings shall be required on each side of the property divided by the right-of-way.
3. Required signage shall be made of durable material. Signage shall be properly anchored to the ground with at least two posts, a building, a fence, or a wall. The top of the text portion of such signage shall be a minimum of five feet above ground.

ii. Duration of Posting. On-site posting shall be continuous until final city council action on the application. Posting shall commence at least fifteen days prior to the date of the first public hearing at the city plan commission. The applicant shall provide a digital or printed photograph to the city showing that all required signage has been properly placed on the property. Failure to provide such photograph proving compliance with signage requirements shall result in postponement of the application until such time as a photograph is received.

Any sign required by this provision shall be removed no later than ten days after final action on the application. Posting is continuous so long as lost, stolen, or vandalized signage is replaced within five days following the mailing of a letter to the applicant by the city notifying the applicant that the sign has been lost, stolen, or vandalized.

iii. Size and Content. A sign area with a minimum width of eight feet and a minimum height of four feet shall be required. The sign shall provide a caption stating "Location of Proposed Rezoning (or other type of application). Public Hearings are Scheduled. Please Call (telephone number provided by the planning official." The caption shall also be provided in Spanish. The caption shall be a minimum of four-inch bolded block in black lettering and appear on a light green background.

3. On applications for amendments to the text of this chapter, notice of hearing before the city plan commission shall be posted in accordance with provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act).

4. Notice of hearing before the city council shall be as follows:

   On first reading—by publication in a newspaper of general circulation in the city and posted on the City's website, not less than fifteen days prior to the day of the public hearing and posted in accordance with provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act);

5. On appeals or applications to the zoning board of adjustment, notice of time, place and purpose of hearing before the board shall be given by letter or postcard not less than ten days prior to the date of hearing to the owners of real property, as indicated by the most recently approved municipal tax roll within two hundred feet of the area to be considered.

Section 3. Except as herein amended, Title 20 (Zoning) of the El Paso City Code shall remain in full force and effect

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 Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

20.04.460 Protest procedure.

In case of a protest, the procedure outlined in and the law set out in Section 211.0061~~(d)~~ of the Texas Local Government Code, ~~2006 Edition~~ and as amended, shall be applicable.

(Ord. 16653 § 2 (part), 2007)

20.04.520 Notice.

Where a public hearing is required by State law, notice shall be given in the manner specified below:

A. Content of Notice. Required mailed notices and notices by publication shall include the date, time, and place of the hearing, a description of the subject matter of the hearing and the body holding the hearing. The mailed notices shall be in the form of a standard letter or a postcard and shall include the information in both English and Spanish. The postcard shall be a minimum size of 5.5 inches by 8.5 inches. Required on-site posting of notice shall be as specified in subsection B.2.d. of this section.

B. Provision of Notice. Notice will be given in the following manner and as per Chapter 2.102 of this Code, as applicable:

1. In all cases, by mail to the applicant, or owner of the property that is subject of the application, if different;

2. On applications for special permits, amendments to zoning conditions and amendments to the district map, additional notice shall be given as follows:

a. Notice of hearing before the city plan commission shall be given to all owners of real property by mail, as indicated by the most recently approved municipal tax roll within three hundred feet of the lot line of the subject property.

i. In addition to notice given to the owners of the real property within three hundred feet of the lot line of the subject property, if a multifamily dwelling is located on any parcel of real property within the three hundred feet of the lot line of the subject property, notice shall be provided to the property manager of the multifamily dwelling.

b. When applications for special permits, amendments to zoning conditions, and amendments to the district map involve a personal wireless service facility (PWSF) or public utility facility, notice of hearing before the city plan commission shall be given by mail to all owners of real property, as indicated by the most recently approved municipal tax roll within five hundred feet of the lot line of the subject property.

i. In addition to notice given to the owners of the real property within five hundred feet of the lot line of the subject property, if a multifamily dwelling unit is located on any parcel of real property within the five hundred feet of the lot line of the subject property, notice shall be provided to the property manager of the multifamily dwelling.

ii. The applicant for a special permit, an amendment to zoning conditions, or an amendment to the district map involving a public utility facility is responsible for providing the required notice and for all costs of providing the required notice. The applicant shall provide written documentation to the city that the required notices have been provided unless the applicant has requested that the city provide the notices of the hearing and reimburses the city for all its expenses upon receipt of a city invoice.

c. Notice of hearing before the city council shall be given as follows:

i. On first reading—by publication in a ~~newspaper of~~newspaper of general circulation in the city and posted on the City's website, not less than fifteen days prior to the day of the public hearing and posted in accordance with

provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act).

ii. The published notice shall contain:

1. The name of the property owner(s) requesting the special permits, amendments to zoning conditions, or amendments to the district map;

2. The legal description of the property or the physical address assigned to the property; if no address has been assigned, the notice shall contain the name and block number of the street(s), if any, abutting the property for which the special permit, amendment to zoning conditions, or amendment to the district map has been requested, and

3. An electronic link on the city's website containing the city council agendas at which the application will be introduced and the identified public hearing date at which the application will be considered.

d. On-site posting of notice by an applicant is required for parcels of one acre or more in size. The on-site posting of notice shall comply with the following:

i. Location. The notice should be placed on the proposed site so that it is clearly visible and legible from each right-of-way abutting the property.

1. The sign(s) shall be placed perpendicular to the street frontage and be double sided.

2. One sign per right-of-way shall be required. However, if a property identified in an application is separated by a right-of-way, on-site postings shall be required on each side of the property divided by the right-of-way.

3. Required signage shall be made of durable material. Signage shall be properly anchored to the ground with at least two posts, a building, a fence, or a wall. The top of the text portion of such signage shall be a minimum of five feet above ground.

ii. Duration of Posting. On-site posting shall be continuous until final city council action on the application. Posting shall commence at least fifteen days prior to the date of the first public hearing at the city plan commission. The applicant shall provide a digital or printed photograph to the city showing that all required signage has been properly placed on the property. Failure to provide such photograph proving compliance with signage requirements shall result in postponement of the application until such time as a photograph is received. Any sign required by this provision shall be removed no later than ten days after final action on the application. Posting is continuous so long as lost, stolen, or vandalized signage is replaced within five days following the mailing of a letter to the applicant by the city notifying the applicant that the sign has been lost, stolen, or vandalized.

iii. Size and Content. A sign area with a minimum width of eight feet and a minimum height of four feet shall be required. The sign shall provide a caption stating "Location of Proposed Rezoning (or other type of application). Public Hearings are Scheduled. Please Call (telephone number provided by the planning official." The caption shall also be provided in Spanish. The caption

shall be a minimum of four inch bolded block in black lettering and appear on a light green background.

~~iv. Zoning Validity. Any otherwise properly enacted zoning classification shall not be invalidated by failure to comply with these on-site posting requirements.~~

3. On applications for amendments to the text of this chapter, notice of hearing before the city plan commission shall be posted in accordance with provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act).

4. Notice of hearing before the city council shall be as follows:

   On first reading—by publication in a newspaper of general circulation in the city and posted on the City's website, not less than fifteen days prior to the day of the public hearing and posted in accordance with provisions of Chapter 551 of the Texas Government Code (the Texas Open Meetings Act);

5. On appeals or applications to the zoning board of adjustment, notice of time, place and purpose of hearing before the board shall be given by letter or postcard not less than ten days prior to the date of hearing to the owners of real property, as indicated by the most recently approved municipal tax roll within two hundred feet of the area to be considered.

(Ord. 16653 § 2 (part), 2007)

(Ord. No. 17442, § 12, 10-26-2010; Ord. No. 18105, § 1, 12-17-2013; Ord. No. 19016, § 1, 1-7-2020)

File #: 25-1269, **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, Mayor Renard U. Johnson, (915) 212-0021

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 District 7 Representative, Lily Limón, be appointed as the City's representative to the Texas Municipal League Board of Directors, effective upon City Council approval.

File #: 25-1273, **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, Mayor Renard U. Johnson, (915) 212-0021

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 El Paso City Council hereby nominates Jackie York as a candidate for the El Paso Appraisal District Board of Directors for a term of office beginning January 1, 2026, and ending December 31, 2029.

Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	10/14/25
Name of Board	Central Appraisal District Board of Directors

Agenda Posting Language

Jackie York to the Central Appraisal District Board of Directors by Mayor Renard U Johnson.

Appointment Type	Regular

Member Qualifications

A person whose duties include daily operation of the Central Appraisal District Board of Directors

Nominee Name	Jackie York
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted]
Nominee Primary Phone Number	[redacted]
Residing District	District 6
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	Jackie York
Reason for Vacancy	Term Expired
Date of Appointment	10/14/25
Term Begins On	10/14/25
Term Expires On	10/14/28
Term	Second Term

STATE OF TEXAS §
§
COUNTY OF EL PASO §

RESOLUTION

Nomination for the Board of Directors of the El Paso Central Appraisal District

WHEREAS, on this the _____ day of _____, 2025, the El Paso City Council of the City of El Paso met in open session to consider nominees for the El Paso Central Appraisal District Board of Directors; and

WHEREAS, nominations are required by Sec. 6.03 of the Texas Property Tax Code; and

WHEREAS, the El Paso City Council of the City of El Paso has voted to make such nominations.

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

THAT the El Paso City Council hereby nominates Jackie York as candidate for the El Paso Central Appraisal District Board of Directors for a term of office beginning January 1, 2026 and ending December 31, 2029.

PASSED AND APPROVED on this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

J. Flores (for)
Karla M. Nieman
City Attorney

CC256 | Tran #621586 | Mayor & Council
EPCAD Board Appointment- Jackie York- Resolution
KMN

Jackie York

REALTOR
CENTURY 21 THE EDGE

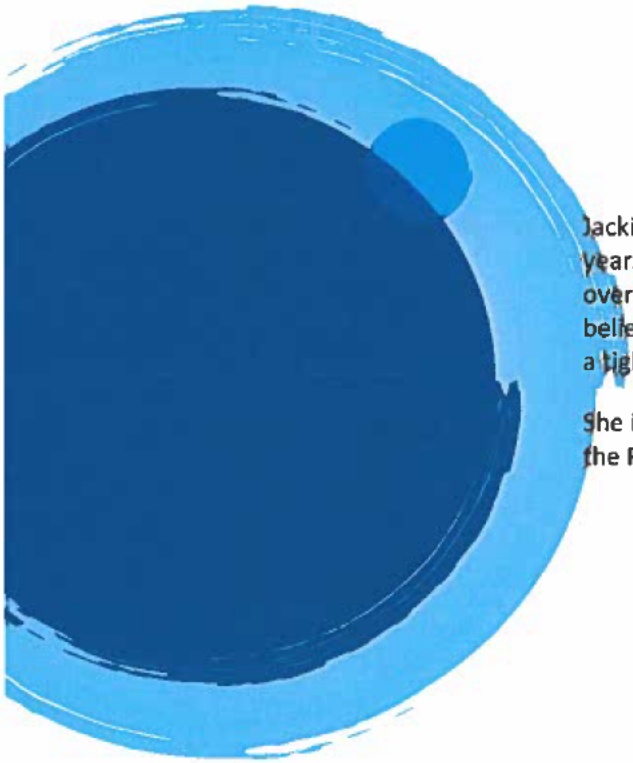
[redacted]

- Realtor for 20 years
- **Community Involvement:** YISD Partner in Education (7 yrs), Former Board of Director and President Elect of Family service of El Paso, provides turkeys to under privilege families from Rio Bravo Middle School (8 yrs), Past Volunteer Houchen Center

- **Real Estate Involvement Local** : Greater El Paso Association of Realtor President Elect 2021, Secretary Treasurer 2020, Board of Director 2008,2009,2016,2017,2018,2019, Chair of budget and Finance 2020, Governmental Affairs Committee (2007,2018,2019,2020,2021) , Grievance 2007,2008, Professional Standards 2015, Community Investment 2019,2020,2021, TREPAC Chair 2007 and committee 2006-2021 Woman's Council of Realtors President 2017

  Real Estate Involvement Texas Association of Realtors: TREPAC Trustee for El Paso Region 2018,2019,2020,2021, TAR PAG committee 2017-2020, Education Committee, Distinguished Award Committee, Chair of Recognition Committee

- **Designation and Awards:** National Awards: Top 250 Agents for NAREP(nationwide) 2018,2019,2020 , Beyond Excellence, Quality Service 2008- present, WCR Entrepreneur Of the Year 2013, Top Gun with ERA, President Circle Century 21
- **Local Awards:** Best of the Border 2009, Top 25 Realtors in El Paso, Top Agent Century 21 2008-2020, Greater El Paso Association of Realtors Salesman of the Year 2017



Jackie has lived in El Paso for the last 48 years. She is married for 33 years and has 3 Boys. She is a top producing agent in El Paso with over 20 years of experience. She loves selling homes in El Paso as she believes El Paso offers an exceptional quality of life, diverse culture and a tight knit community.

She is active in the community and loves to volunteer and give back to the Place She calls Home " El Paso"

File #: 25-1274, **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 $2,000 to support two Fall Festival events, as well as the Halloween Trunk-or-Treat in District 2, for the purchase of food, beverages, event activities, candy, promotional materials, and prizes, serves the municipal purpose of cultivating community pride, promotes cultural enrichment, encourages community use of parks, recreation, and City services, and enhancing the overall quality of life for El Paso residents, families, and neighborhood associations.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 10/14/2025

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: Goal 4 - Enhance El Paso's Quality of

SUBGOAL:

SUBJECT:

Discussion and action on a Resolution to authorize the expenditure of District 2 discretionary funds in an amount not to exceed $2,000 to support two Fall Festival events, as well as the Halloween Trunk-or-Treat in District 2, for the purchase of food, beverages, event activities, candy, promotional materials, and prizes, serves the municipal purpose of cultivating community pride, promotes cultural enrichment, encourages community use of parks, recreation, and City services, and enhancing the overall quality of life for El Paso residents, families, and neighborhood associations.

COMMUNITY AND STAKEHOLDER OUTREACH:

What methods of outreach were employed to engage the community? What key concerns and priorities were identified among citizens? How many outreach meetings or events were conducted? What was the attendance count for each meeting or event? These questions ensure clear and thorough reporting on community engagement efforts.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

For Notation pursuant to Section 2.92.080(B)(E) of the City Code, receipt of campaign contributions. Report any contributions or donations made to City Council of an accumulated total of $500 or more. Report the name of the contributor/donor, amount, and date.

NAME	AMOUNT ($)	DATE

BACKGROUND / DISCUSSION:

For multiple years, District 2 has hosted a Fall Festival at Memorial Park and other park events throughout the District. This action will fund the purchase of food, beverages, event activities, and prizes. This event will allow District 2 families and neighborhood associations to cultivate community pride and increase community use of parks, recreation, and city services.

PRIOR COUNCIL ACTION:

Yes, Council has considered many items similar to this.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

RESOLUTION

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

THAT, the City Council declares that the expenditure of District 2 discretionary funds in an amount not to exceed $2,000 to support two Fall Festival events, to be held on October 24, 2025, at Memorial Park, and on November 8, 2025, at Sunrise Park, as well as the Halloween Trunk-or-Treat events in District 2, for the purchase of food, beverages, event activities, candy, promotional materials, and prizes, serves the municipal purpose of cultivating community pride, promotes cultural enrichment, encourages community use of parks, recreation, and City services, and enhancing the overall quality of life for El Paso residents, families, and neighborhood associations; 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:

_____
Oscar Gomez
Assistant City Attorney

File #: 25-1276, **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 that the City of El Paso City Council authorizes the acceptance of a grant from Marathon Petroleum Company LP in the amount of $4,000, with no additional match required from the city, to support the City of El Paso District 2 Fall Festival events.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: Mayor & Council

AGENDA DATE: 10/14/2025

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: Goal 4 - Enhance El Paso's Quality of

SUBGOAL:

SUBJECT:

Discussion and action on a Resolution that the City of El Paso City Council authorizes the acceptance of a grant from Marathon Petroleum Company LP in the amount of $4,000, with no additional match required from the City, to support the City of El Paso District 2 Fall Festival events.

COMMUNITY AND STAKEHOLDER OUTREACH:

What methods of outreach were employed to engage the community? What key concerns and priorities were identified among citizens? How many outreach meetings or events were conducted? What was the attendance count for each meeting or event? These questions ensure clear and thorough reporting on community engagement efforts.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

For Notation pursuant to Section 2.92.080(B)(E) of the City Code, receipt of campaign contributions. Report any contributions or donations made to City Council of an accumulated total of $500 or more. Report the name of the contributor/donor, amount, and date.

NAME	AMOUNT ($)	DATE

BACKGROUND / DISCUSSION:

The office of District 2 will hold a Fall Festival at Memorial Park on October 24, 2025 and another one at Sunrise Park on November 8, 2025. Marathon Petroleum Company has offered a grant of $4,000 to cover costs associated with food, beverages, and event games and activities.

PRIOR COUNCIL ACTION:

City Council has accepted grants in the past.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

RESOLUTION

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

THAT, the City of El Paso City Council authorizes the acceptance of a grant from Marathon Petroleum Company LP in the amount of $4,000, with no additional match required from the City, to support the City of El Paso District 2 Fall Festival events.

THAT, the City Manager, or designee, is authorized to sign any documents necessary for the proper acceptance of the grant, after consultation with the City Attorney's Office;

THAT, the City Manager, or designee, is authorized to sign any documents related to the award of the grant, including, but not limited to, revisions to the project scope of work, changes that increase, decrease or de-obligate program funds, modifications to the operation plan, and documents necessary to reject, amend, correct, and/or terminate the grant.

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

DR. JOSH ACEVEDO
CITY REPRESENTATIVE
DISTRICT 2

October 6, 2025

Re: Grant from Marathon Petroleum Company.

To Whom It May Concern:

In September of 2025, our office reached out to VJ Smith of Marathon Petroleum Company. During that conversation, we asked for a grant in the amount of $4,000 to help fund food, beverages, and games during two Fall Festivals held in District 2. The first event will take place on October 24, 2025 at Memorial Park and the second will take place at Sunrise Park on November 8, 2025.

Sincerely,

Dr. Josh Acevedo
District 2 City Representative

(915) 212-0002 District2@elpasotexas.gov

Halpern, Alberto T.

From: Smith, VJ V. <VJSmith@Marathonpetroleum.com>
Sent: Friday, September 26, 2025 10:56 AM
To: Halpern, Alberto T.; Carlos, Diego R.
Cc: Acevedo, Joshua
Subject: FW: [EXTERNAL] Funding from Marathon Petroleum Company

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to **SpamReport@elpasotexas.gov**.

From: premiersupport@foundationsource.com <premiersupport@foundationsource.com>
Sent: Friday, September 26, 2025 10:15 AM
To: CarlosDR@elpasotexas.gov; District2@elpasotexas.gov
Subject: [EXTERNAL] Funding from Marathon Petroleum Company

Dear City of El Paso c/o District 2 Rep Acevedo:

Dear Representative Acevedo,

Marathon Petroleum is committed to collaborating with our stakeholders to invest in organizations and initiatives that make a positive, meaningful impact in communities where we operate.

We are pleased to announce that Marathon has approved a grant in the amount of $4,000.00. You can expect to receive our check and the grant contract in the mail within ten business days.

We are proud to support City of El Paso. Best wishes for continued success.

Sincerely,
VJ Smith
Marathon Petroleum Company

[PCA31858]

Foundation Source
55 Walls Drive, Suite 302
Fairfield, CT 06824
(800) 839-1754

440 CITY OF EL PASO
Attn: OFFICE OF COMPTROLLER
300 N. CAMPBELL ST
EL PASO, TX 79901
US

Webster Bank

Marathon Local Giving

Reference No.	Description	Date	Amount
699131	Grant Purpose: City of El Paso District 2 Fall Festival **Memo:**		$4,000.00

RECEIVED
OCT 03 2025
CITY OF EL PASO
OFFICE OF THE COMPTROLLER

Check Date	Check No.	Payee	Check Amount
09/29/2025	515904	CITY OF EL PASO	$4,000.00

WARNING! DO NOT ACCEPT THIS CHECK UNLESS YOU CAN SEE SIGNATURES IN A TRUE WATERMARK WHEN HOLDING THE CHECK TOWARD THE LIGHT AND PINK LOCK & KEY ICONS THAT FADE WHEN WARMED

PAYEE NAME & AMOUNT ARE ON FILE AT THE BANK

Marathon Local Giving
Foundation Source, Administrator
55 Walls Drive, Suite 302
Fairfield, CT 06824
(800) 839-1754

Webster Bank
360 HAMILTON AVENUE
WHITE PLAINS, NY 10601
50-7044/2219

515904
09/29/2025

Four Thousand Dollars And Zero Cents

$4,000.00

Pay To The Order Of: CITY OF EL PASO
Attn: OFFICE OF COMPTROLLER
300 N. CAMPBELL ST
EL PASO, TX 79901

VOID AFTER 180 DAYS

Memo:

THIS CHECK IS PROTECTED BY PAYEE POSITIVE PAY

safechecks.com

⑈515904⑈ ⑆221970443⑆ 331000120⑈

THIS IS NOT A CHECK - DO NOT NEGOTIATE

BEFORE ACCEPTING THIS CHECK PLEASE INSPECT FOR THESE SECURITY FEATURES:

- True watermark signatures SAFEChecks Fast Payments are visible when holding the check toward the light.
- The pink lock & key icons on the check face fade away when warmed above 85°F and reappear when cooled.
- Under magnification, the microprinted line forming the vertical borders on the check face should read SAFECHECKS.COM

21802871 Chemical Wash Detection Box

The color inside this box should be white. Any black spots or black speckling on this check is evidence of chemical washing.

This check contains these security features

Proprietary controlled paper. Signature true watermark, thermochromatic (heat-sensitive) ink, toner anchorage, sequenced control numbers, copy void pantograph, 85-chemical sensitive paper, chemical wash detection box, laid lines, microprint, explicit warning banners, three ultraviolet light-sensitive fibers.

*U.S. PATENT PENDING

DO NOT WRITE, SIGN, STAMP BELOW THIS LINE

DEPOSITORY BANK ENDORSEMENT

ENDORSE CHECK HERE

GRANT TERMS

Grantor: Marathon Local Giving (the "Grantor")

Grant Recipient: CITY OF EL PASO (the "Grantee")

Grant Amount: $4,000

Grant Purpose: City of El Paso District 2 Fall Festival (the "Purpose")

a. **Tax Status:** The Grantee represents and warrants that it is exempt under Internal Revenue Code Section 501(c)(3) and classified under Code Section 509(a)(1), (2), or (3), or exempt under Code Section 4940(d)(2).

b. **Expenditure of Funds:** The Grant funds must be used exclusively for the Purpose stated and may not be used for any other purpose unless the Grantee obtains the Grantor's prior approval in writing. However, if applying the funds towards the Purpose would require the Grantee to distribute the Grant funds without the Grantee's discretion to another entity or individual, this Grant will be deemed general and unrestricted with a non-binding recommendation that the Grant funds be used for the Purpose. Additionally, the Grantee will not use any of the Grant funds to satisfy a charitable pledge or obligation of any person or organization other than the Grantor.

c. **Responsibility:** Grantee understands and agrees to assume all risk and danger related to the Purpose and further agrees to assume all responsibility for, and all risk of damage to, property or injury to person that may occur as a result of the Purpose.

d. **Return of Grant Funds:** The Grantee agrees to return any Grant funds not expended for the Purpose described above to the Grantor, c/o Foundation Source at 55 Walls Drive, 3rd Floor, Fairfield, CT 06824-5163. The Grantee may also be required to return the enclosed Grant if the Grantee is no longer recognized by the Internal Revenue Service as having the above described tax-exempt status.

e. **Intellectual Property:** Each party to these Grant Terms and Conditions hereby grants to the other party, for good and valuable consideration, a limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license ("License") to use such party's and/or its affiliates' trademarks, photographs, or videos, as provided by the licensing party to the other party and in accordance with the licensing party's image/logo standards, solely in connection with the Purpose, and for no other purpose without the express written consent of the licensing party. Each party hereby agrees that the licensing party's trademarks, photographs, or videos and all intellectual property rights related thereto, past or future, are and will remain the sole property of the licensing party and/or its affiliates and that all goodwill and reputation generated by the other party's use of the trademarks, photographs, or videos will inure to the benefit of the licensing party and/or its affiliates. The licensing party may revoke and terminate this License and all related rights and licenses granted hereunder, in whole or in part, at any time for any reason by providing written notice to the other party, and that as of the date of such written notice, the other party will immediately cease any and all uses of the trademarks, photographs, or videos.

f. **Press Release:** Except as otherwise permitted in these Grant Terms and Conditions, no press releases, announcements, photographs, videos, images, depictions, recordings, social media posts or any other media, now known or developed in the future, will be published or made public by a party concerning the Purpose, in whole or in part, without the prior written consent of the other party. If either party is required by applicable law, order, regulation, ruling or stock exchange rule or by legal process to make any press release or other public disclosure about the Purpose, it will first give the other party notice thereof and the opportunity to review and comment upon such release, statement or disclosure.

g. **Other Terms:** Except for any related agreement between Grantor and Grantee in furtherance of the event or Purpose described herein, these Grant Terms and Conditions encompass the entire agreement between the parties and supersede all previous understandings and agreements between the parties, whether oral or written, concerning grant funding. The Grant is subject to these Grant Terms and Conditions; by cashing the Grant check, the Grantee indicates its agreement to these terms. If the check is not cashed within 180 days, it will be voided.

RECEIVED
OCT 03 2025
CITY OF EL PASO
OFFICE OF THE COMPTROLLER

September 26, 2025

City of El Paso
300 N Campbell St
El Paso, TX 79901

Re: City of El Paso District 2 Fall Festival

Dear Representative Acevedo,

Marathon Petroleum Company LP is committed to collaborating with our stakeholders to invest in organizations and initiatives that make a positive, meaningful impact in communities where we operate.

We are pleased to announce that Marathon Petroleum Company LP will provide your organization with a grant in the amount of $4,000 with respect to the above referenced purpose (the "Grant"). Enclosed, please find the check for the Grant amount.

This Grant is subject to the terms set forth in the attached Grant Terms and Conditions. By accepting the Grant funds, your organization agrees to abide by the terms of the Grant Terms and Conditions.

If you have any questions, please contact VJ Smith at VJSmith@Marathonpetroleum.com , who will be coordinating our support of this grant.

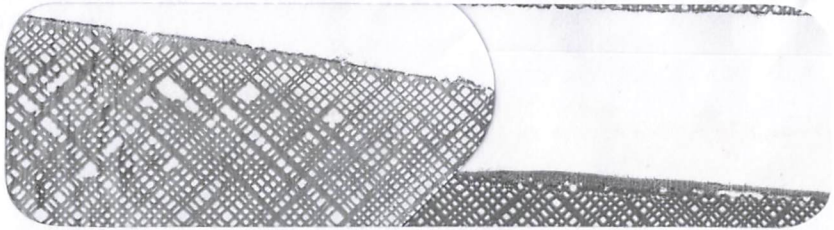
We are proud to support your organization. Best wishes for success in your work.

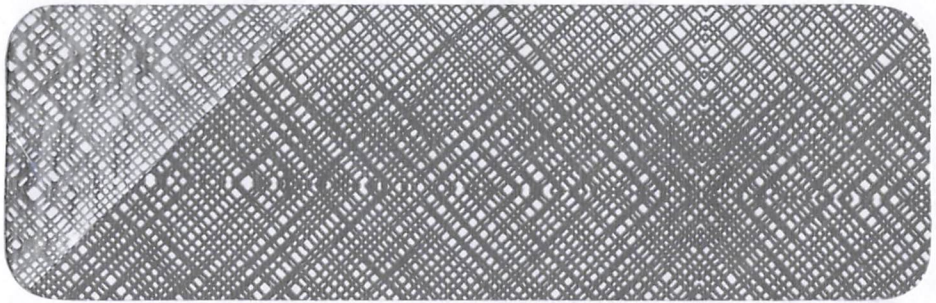
Sincerely,
VJ Smith

Marathon Petroleum Company LP
By: MPC Investment LLC, its General Partner

RECEIVED
OCT 03 2025
CITY OF EL PASO
OFFICE OF THE COMPTROL

FIRST-CLASS MAIL
PRESORTED
U.S. POSTAGE PAID
DENVER, CO
PERMIT NO. 2450





RECEIVED
OCT 03 2025
CITY OF EL PASO
OFFICE OF THE COMPTROLLER

050 HASDSP1 79901

634

File #: 25-1242, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
City Manager's Office, Mario D'Agostino, (915) 212-0023

AGENDA LANGUAGE:

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

Presentation and discussion by new cross-functional team providing an update on 311 operations and approach for future improvements.

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

DEPARTMENT: City Manager's Office

AGENDA DATE: 9/29/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Mario D'Agostino **PHONE NUMBER:** 1-915-212-0023

2nd CONTACT PERSON NAME: **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:
6 SET THE STANDARD FOR SOUND GOVERNANCEAND FISCAL MANAGEMENT

SUBGOAL:
6.5 Deliver services timely and effectively with focus on continual improvement

SUBJECT:

Presentation and discussion by new cross-functional team providing an update on 311 operations and approach for future improvements.

BACKGROUND / DISCUSSION:

The presentation will outline the new team, introduce the new Customer Relations Manager, Gesuina Setzui, spotlight recent improvements and preview next steps aimed at providing an integrated approach for service requests and improving customer experiences.

COMMUNITY AND STAKEHOLDER OUTREACH:

As a key component of the upcoming process review, stakeholder interviews and customer journey mapping will be conducted. These listening techniques will help the team understand insights, develop solutions that are human-centered, and implement improvements.

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?

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: Mario M D'Agostino Digitally signed by Mario M D'Agostino Date: 2025.09.29 11:11:27 -06'00'

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

File #: 25-1250, **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 and 8
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Gilbert Guerrero, (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 on the award of Solicitation 2025-0324 Westside Medians Roadway Lighting & Landscape Improvements to Jordan Foster Construction, LLC for a total estimated amount of $9,297,781.75. This project will consist of new arterial lighting and median landscape improvements at Executive Center Boulevard from Paisano Drive to I-10, Sunland Park Drive from Doniphan Drive to Mesa Street, Shadow Mountain Drive from Mesa Street to Thunderbird Drive, Westwind Drive from Thunderbird Drive to Redd Road, and Redd Road from Montoya Road to I-10.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Base Proposal I, II, III, IV and V
Contract Term:	365 Consecutive Calendar Days
Base Proposal I:	$454,579.25
Base Proposal II:	$2,022,660.25
Base Proposal III:	$854,411.50
Base Proposal IV:	$3,794,960.50
Base Proposal V:	$2,171,170.25
Total Estimated Award:	$9,297,781.75
Account(s):	190 - 4743 - 38290 - 580270 - PCP20ST012
	190 - 4745 - 28900 - 580220 - PCP20ST012
Funding Source(s):	2019 Certificates of Obligation
District(s):	1, 8

This was a Competitive Sealed Proposal Procurement unit price contract.

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.

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

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

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

DEPARTMENT: Capital Improvement
Purchasing & Strategic Sourcing
AGENDA DATE: October 14, 2025
PUBLIC HEARING DATE: **NA**
CONTACT PERSON NAME: Gilbert Guerrero, Interim Director **PHONE NUMBER:** (915) 212-1803
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: 1, 8

SUBJECT:
Discussion and action on the award of Solicitation 2025-0324 Westside Medians Roadway Lighting & Landscape Improvements to Jordan Foster Construction, LLC, for a total estimated amount of $9,297,781.75.

BACKGROUND / DISCUSSION:
The project consists of five base bids: Base Bid I – Executive Center Boulevard from Paisano Drive to I-10; Base Bid II – Sunland Park Drive from Doniphan Drive to Mesa Street; Base Bid III – Shadow Mountain Drive from Mesa Street to Thunderbird Drive; Base Bid IV – Westwind Drive from Thunderbird Drive to Redd Road; and Base Bid V – Redd Road from Montoya Road to I-10. Each base bid includes a scope of work consisting of new arterial lighting and median landscape improvements, which include but are not limited to selective demolition of existing items within the median, clearing and grubbing, earthwork cut and export, demolition of concrete and asphalt, curb demolition and replacement, traffic control, planting of shrubs and trees, installation of landscaping rock with weed fabric underlayment, irrigation system, and new illumination fixtures on new poles with appurtenances.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-proposal meeting was held on March 26, 2025. Five (5) suppliers were in attendance.

SELECTION SUMMARY:
Solicitation was advertised on March 18, 2025 and March 25, 2025. The solicitation was posted on City website on March 18, 2025. There were a total forty-three (43) viewers online; Six (6) proposals were received: all from local suppliers.

CONTRACT VARIANCE:
NA

PROTEST
A protest was received for this requirement and it was denied.

PRIOR COUNCIL ACTION:
NA

AMOUNT AND SOURCE OF FUNDING:
Amount: $9,297,781.75
Funding Source: 2019 Certificates of Obligation
Account: 190 – 4743 – 38290 – 580270 – PCP20ST012
190 – 4745 – 28900 – 580220 – PCP20ST012

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:

Gilbert Guerrero

Gilbert Guerrero, Interim Director of Capital Improvement

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Competitive Sealed Proposal

**********Posting Language Below **********
Please place the following item on the Regular Agenda for the City Council Meeting of October 14, 2025.

Award Summary:
Discussion and action on the award of Solicitation 2025-0324 Westside Medians Roadway Lighting & Landscape Improvements to Jordan Foster Construction, LLC for a total estimated amount of $9,297,781.75. This project will consist of new arterial lighting and median landscape improvements at Executive Center Boulevard from Paisano Drive to I-10, Sunland Park Drive from Doniphan Drive to Mesa Street, Shadow Mountain Drive from Mesa Street to Thunderbird Drive, Westwind Drive from Thunderbird Drive to Redd Road, and Redd Road from Montoya Road to I-10.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Base Proposal I, II, III, IV and V
Contract Term:	365 Consecutive Calendar Days
Base Proposal I:	$454,579.25
Base Proposal II:	$2,022,660.25
Base Proposal III:	$854,411.50
Base Proposal IV:	$3,794,960.50
Base Proposal V:	$2,171,170.25
Total Estimated Award:	$9,297,781.75
Account(s):	190 – 4743 – 38290 – 580270 – PCP20ST012
	190 – 4745 – 28900 – 580220 – PCP20ST012
Funding Source(s):	2019 Certificates of Obligation
District(s):	1, 8

This was a Competitive Sealed Proposal Procurement unit price contract.

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.

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

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

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET

2025-0324 Westside Medians Roadway Lighting & Landscape Improvements

Evaluation Factors	Maximum Points	Jordan Foster Construction, LLC	Martinez Bros. Contractors, LLC	ZTEX Construction, Inc.	El Paso A.R.C. Electric, Inc.	Access Communications Group, LLC	Spartan Construction of Texas, Inc.
Factor A - Offeror's Proposed Price	50	42.85	48.76	46.01	50.00	Proposal Deemed Non-Responsive. Therefore, not evaluated.	Proposal Deemed Non-Responsive. Therefore, not evaluated.
Factor B - Offeror' s Proposed Construction Duration and Schedule: Construction Duration (5 Points)	5	2.41	5.00	1.35	1.39		
Project Schedule (20 Points)	20	19.25	15.75	16.75	8.50		
Factor C - Offeror's Experience	10	9.09	6.66	8.62	0.00		
Factor D - Offeror's Reputation	5	4.47	2.34	3.29	0.00		
Factor E - Offeror's Proposed Key Personnel	10	9.50	8.25	9.25	5.75		
Total Points	**100**	**87.57**	**86.76**	**85.27**	**65.64**		
	Ranking	**1**	**2**	**3**	**4**		

APPROVED: 6/13/2025
Claudia A. Garcia
Purchasing & Strategic Sourcing Director Date

APPROVED: Yvette Hernandez 6/16/25
Yvette Hernandez
City Engineer Date

CITY OF EL PASO
BID TABULATION

BID TITLE: Westside Medians Roadway Lighting and Landscaping Improvements **BID NO: 2025-0324**

BID DATE: April 30, 2025 **DEPARTMENT: Capital Improvement**

ITEM NO.	Estimate Quantity	Unit of Measure	Description	Access Communications Group, LLC El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Construction of Texas, Inc. El Paso, TX Bidder 5 of 6		ZTEX Construction, Inc. El Paso, TX Bidder 6 of 6	
				Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
BASE Proposal: Executive Boulevard															
1			Line Left blank												
2	15.2	STA	Selective Demolition of Existing Items within the Median and	$ 2,561.38	$ 38,932.98	$ 1,100.00	$ 16,720.00	$ 1,200.00	$ 18,240.00	$ 55.00	$ 836.00	$ 2,320.50	$ 35,271.60 Bidder's Price: $35,272.00	$ 4,600.00	$ 69,920.00
3	2,071	SY	Clear and Grub Site and	$ 9.76	$ 20,212.96	$ 6.00	$ 12,426.00	$ 3.00	$ 6,213.00	$ 0.13	$ 273.37	$ 6.96	$ 14,414.16 Bidder's Price: $14,417.00	$ 6.50	$ 13,461.50
4	596	SF	Remove Existing Landscape Groundcover and	$ 9.76	$ 5,816.96	$ 2.00	$ 1,192.00	$ 8.00	$ 4,768.00	$ 0.13	$ 78.67	$ 5.80	$ 3,456.80 Bidder's Price: $3,458.00	$ 26.00	$ 15,496.00
5	340	CY	Earthwork Cut (finished surface to proposed subgrade elevations) and	$ 30.49	$ 10,366.60	$ 35.00	$ 11,900.00	$ 50.00	$ 17,000.00	$ 22.00	$ 7,480.00	$ 59.66	$ 20,284.40 Bidder's Price: $20,287.00	$ 39.00	$ 13,260.00
6	31	LOAD	Export Cut Materials and	$ 335.42	$ 10,398.02	$ 250.00	$ 7,750.00	$ 350.00	$ 10,850.00	$ 275.00	$ 8,525.00	$ 174.03	$ 5,394.93 Bidder's Price: $5,395.00	$ 292.30	$ 9,061.30
7	30	LF	Remove and Replace Curb, or Curb and Gutter and	$ 182.96	$ 5,488.80	$ 75.00	$ 2,250.00	$ 90.00	$ 2,700.00	$ 35.20	$ 1,056.00	$ 174.03	$ 5,220.90 Bidder's Price: $5,221.00	$ 54.60	$ 1,638.00
8	16	SY	Utility Conduit Trench Pavement Replacement (If Trench Boring is Not Possible) and	$ 365.91	$ 5,854.56	$ 125.00	$ 2,000.00	$ 300.00	$ 4,800.00	$ 110.00	$ 1,760.00	$ 232.05	$ 3,712.80 Bidder's Price: $3,713.00	$ 324.70	$ 5,195.20
9	605	SF	6-inch Colored Concrete Salt Finish and	$ 21.15	$ 12,795.75	$ 15.00	$ 9,075.00	$ 20.00	$ 12,100.00	$ 8.80	$ 5,324.00	$ 17.40	$ 10,527.00 Bidder's Price: $10,529.00	$ 19.50	$ 11,797.50
10	1	LS	Traffic Control and	$ 73,182.34	$ 73,182.34	$ 70,000.00	$ 70,000.00	$ 45,000.00	$ 45,000.00	$ 65,384.00	$ 65,384.00	$ 29,006.25	$ 29,006.25 Bidder's Price: $29,006.00	$ 47,100.00	$ 47,100.00
11	1	DAY	Truck Mounted Attenuator (TMA) Per Day and	$ 335.42	$ 335.42	$ 400.00	$ 400.00	$ 500.00	$ 500.00	$ 696.30	$ 696.30	$ 580.12	$ 580.12 Bidder's Price: $580.00	$ 500.00	$ 500.00
12	1	WEEK	Truck Mounted Attenuator (TMA) Per Week and	$ 1,536.83	$ 1,536.83	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 3,300.00	$ 3,300.00	$ 2,320.50	$ 2,320.50 Bidder's Price: $2,321.00	$ 2,100.00	$ 2,100.00
13	1	MO	Truck Mounted Attenuator (TMA) Per Month and	$ 5,519.19	$ 5,519.19	$ 8,000.00	$ 8,000.00	$ 6,000.00	$ 6,000.00	$ 8,250.00	$ 8,250.00	$ 5,801.25	$ 5,801.25 Bidder's Price: $5,801.00	$ 8,300.00	$ 8,300.00
14	1	LS	SWPPP and Implementation and	$ 8,708.70	$ 8,708.70	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 4,950.00	$ 4,950.00	$ 6,961.50	$ 6,961.50 Bidder's Price: $6,962.00	$ 6,493.60	$ 6,493.60
15	9,296	SF	1-1/4-in Rock Mulch, 3-in Depth, color Desert Tan or Rainbow Rock with Weed Fabric Underlayment and	$ 2.55	$ 23,704.80	$ 1.60	$ 14,873.60	$ 2.00	$ 18,592.00	$ 1.67	$ 15,542.91	$ 1.74	$ 16,175.04 Bidder's Price: $16,179.00	$ 1.70	$ 15,803.20
16	8,680	SF	2-in to 4in Rock Mulch, 4-in Depth, color Padre Canyon or Franklin	$ 3.96	$ 34,372.80	$ 2.00	$ 17,360.00	$ 2.50	$ 21,700.00	$ 1.91	$ 16,613.52	$ 2.03	$ 17,620.40 Bidder's Price: $17,624.00	$ 1.90	$ 16,492.00
17	29	EA	2-inch Caliper Trees and	$ 714.44	$ 20,718.76	$ 815.00	$ 23,635.00	$ 1,000.00	$ 29,000.00	$ 825.00	$ 23,925.00	$ 435.09	$ 12,617.61 Bidder's Price: $12,618.00	$ 668.20	$ 19,377.80
18	152	EA	5-Gallon Shrubs and	$ 79.22	$ 12,041.44	$ 59.00	$ 8,968.00	$ 75.00	$ 11,400.00	$ 62.70	$ 9,530.40	$ 52.21	$ 7,935.92 Bidder's Price: $7,936.00	$ 56.30	$ 8,557.60
19	1	LS	Irrigation Systems and	$ 54,276.91	$ 54,276.91	$ 59,000.00	$ 59,000.00	$ 60,000.00	$ 60,000.00	$ 90,000.00	$ 90,000.00	$ 76,576.50	$ 76,576.50 Bidder's Price: $76,577.00	$ 70,000.00	$ 70,000.00
20	72	LF	Drilled Shaft (Roadway Illumination Pole, 24-inch) (TxDOT Technical Specification Item 416) and	$ 527.20	$ 37,958.40	$ 375.00	$ 27,000.00	$ 340.00	$ 24,480.00	$ 330.00	$ 23,760.00	$ 377.08	$ 27,149.76 Bidder's Price: $27,150.00	$ 369.40	$ 26,596.80
21	1,229	LF	Conduit Trench (PVC, Schedule 40, 2-inch) (TxDOT Technical Specification Item 618) and	$ 17.75	$ 21,814.75	$ 20.00	$ 24,580.00	$ 19.00	$ 23,351.00	$ 15.40	$ 18,926.60	$ 22.04	$ 27,087.16 Bidder's Price: $27,093.00	$ 20.90	$ 25,686.10
22	159	LF	Conduit Bore (PVC, Schedule 40, 2-inch) (TxDOT Technical Specification Item 618) and	$ 45.13	$ 7,175.67	$ 30.00	$ 4,770.00	$ 24.00	$ 3,816.00	$ 42.56	$ 6,767.04	$ 27.84	$ 4,426.56 Bidder's Price: $4,428.00	$ 26.40	$ 4,197.60
23	30	LF	Electrical Rigid Metal Conduit, 3-inch (TxDOT Technical Specification Item 618) and	$ 61.00	$ 1,830.00	$ 90.00	$ 2,700.00	$ 120.00	$ 3,600.00	$ 88.00	$ 2,640.00	$ 127.62	$ 3,828.60 Bidder's Price: $3,829.00	$ 125.00	$ 3,750.00
24	1,551	LF	Electrical Conductor No. 10, Bare (TxDOT Technical Specification Item 620) and	$ 2.45	$ 3,799.95	$ 1.90	$ 2,946.90	$ 2.25	$ 3,489.75	$ 1.98	$ 3,070.98	$ 3.48	$ 5,397.48 Bidder's Price: $5,399.00	$ 2.50	$ 3,877.50
25	3,102	LF	Electrical Conductor No. 10, Insulated (TxDOT Technical Specification Item 620) and	$ 2.60	$ 8,065.20	$ 1.90	$ 5,893.80	$ 2.25	$ 6,979.50	$ 1.98	$ 6,141.96	$ 3.48	$ 10,794.96 Bidder's Price: $10,797.00	$ 2.50	$ 7,755.00
26	6	EA	Ground Box TY A with Apron (TxDOT Technical Specification Item 624) and	$ 1,349.00	$ 8,094.00	$ 1,500.00	$ 9,000.00	$ 1,600.00	$ 9,600.00	$ 1,210.00	$ 7,260.00	$ 1,798.38	$ 10,790.28 Bidder's Price: $10,790.00	$ 1,761.40	$ 10,568.40

Approved By: /S/
Date: 6/16/2025

CITY OF EL PASO
BID TABULATION

BID TITLE: Westside Medians Roadway Lighting and Landscaping Improvements — **BID NO: 2025-0324**

BID DATE: April 30, 2025 — **DEPARTMENT: Capital Improvement**

ITEM NO.	Estimate Quantity	Unit of Measure	Description	Access Communications Group, LLC El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Construction of Texas, Inc. El Paso, TX Bidder 5 of 6		ZTEX Construction, Inc. El Paso, TX Bidder 6 of 6	
				Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
27	1	EA	Electrical Service (240/480) (TxDOT Technical Specification Item 628) and	$ 7,992.98	$ 7,992.98	$ 7,500.00	$ 7,500.00	$ 8,800.00	$ 8,800.00	$ 9,900.00	$ 9,900.00	$ 9,862.12	$ 9,862.12 Bidder's Price: $9,862.00	$ 9,659.10	$ 9,659.10
28	1	EA	Fused Disconnect and	$ 613.74	$ 613.74	$ 500.00	$ 500.00	$ 1,000.00	$ 1,000.00	$ 1,045.00	$ 1,045.00	$ 1,044.22	$ 1,044.22 Bidder's Price: $1,044.00	$ 1,020.50	$ 1,020.50
29	1	EA	Panelboard and	$ 820.42	$ 820.42	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 1,320.00	$ 1,320.00	$ 2,900.62	$ 2,900.62 Bidder's Price: $2,901.00	$ 2,784.10	$ 2,784.10
30	7	EA	Road Illumination Assembly – Double Mast Arm and	$ 9,887.52	$ 69,212.64	$ 6,800.00	$ 47,600.00	$ 8,000.00	$ 56,000.00	$ 8,470.00	$ 59,290.00	$ 8,701.87	$ 60,913.09 Bidder's Price: $60,913.00	$ 8,511.40	$ 59,579.80
31	1	EA	Road Illumination Assembly – Single Mast Arm and	$ 7,558.15	$ 7,558.15	$ 5,800.00	$ 5,800.00	$ 6,700.00	$ 6,700.00	$ 7,040.00	$ 7,040.00	$ 6,961.50	$ 6,961.50 Bidder's Price: $6,962.00	$ 6,818.20	$ 6,818.20
32	1	EA	Electrical Demolition and	$ 1,575.25	$ 1,575.25	$ 3,000.00	$ 3,000.00	$ 3,400.00	$ 3,400.00	$ 2,750.00	$ 2,750.00	$ 4,745.75	$ 4,745.75 Bidder's Price: $4,746.00	$ 3,409.10	$ 3,409.10
			Subtotal Base Proposal I (Line Items 1-32)		**$ 520,774.97**		**$ 418,840.30**		**$ 434,579.25**		**$ 413,436.76**		**$ 449,779.78 Bidder's Price: $472,988.00**		**$ 500,255.90**
			Mobilization (NOT TO EXCEED 5%)		**$ 17,081.87**		**$ 18,000.00**		**$ 20,000.00**		**$ 20,671.84**		**$ 23,205.00**		**$ 17,600.00**
			Sum Total Base Bid I Plus Mobilization		**$ 537,856.84**		**$ 436,840.30**		**$ 454,579.25**		**$ 434,108.59**		**$ 472,984.78 Bidder's Price: $473,012.00**		**$ 517,855.90**
BASE Proposal II - Sunland Park Dr.															
1			Line Left blank												
2	110.62	STA	Selective Demolition of Existing Items within the Median and	$ 1,341.68	$ 148,416.64	$ 1,100.00	$ 121,682.00	$ 1,200.00	$ 132,744.00	$ 8.79	$ 972.24	$ 638.13	$ 70,589.94 Bidder's Price: $70,591.00	$ 497.20	$ 55,000.26
3	732	SY	Clear and Grub Site and	$ 14.03	$ 10,269.96	$ 6.00	$ 4,392.00	$ 3.00	$ 2,196.00	$ 7.38	$ 5,402.89	$ 6.96	$ 5,094.72 Bidder's Price: $5,096.00	$ 13.00	$ 9,516.00
4	23,667	SF	Remove Existing Landscape Groundcover and	$ 2.09	$ 49,464.03	$ 2.00	$ 47,334.00	$ 6.00	$ 142,002.00	$ 0.13	$ 3,124.04	$ 0.92	$ 21,773.64 Bidder's Price: $21,968.00	$ 1.30	$ 30,767.10
5	84	CY	Earthwork Cut (finished surface to proposed subgrade elevations) and	$ 60.99	$ 5,123.16	$ 35.00	$ 2,940.00	$ 45.00	$ 3,780.00	$ 22.00	$ 1,848.00	$ 34.80	$ 2,923.20 Bidder's Price: $2,924.00	$ 39.00	$ 3,276.00
6	8	LOAD	Export Cut Materials and	$ 365.91	$ 2,927.28	$ 250.00	$ 2,000.00	$ 350.00	$ 2,800.00	$ 275.00	$ 2,200.00	$ 174.03	$ 1,392.24 Bidder's Price: $1,392.00	$ 292.30	$ 2,338.40
7	25,570	SF	Concrete Demolition and	$ 3.66	$ 93,586.20	$ 2.25	$ 57,532.50	$ 5.00	$ 127,850.00	$ 2.53	$ 64,692.10	$ 2.32	$ 59,322.40 Bidder's Price: $59,335.00	$ 2.60	$ 66,482.00
8	16	LF	Remove Curb, or Curb and Gutter and	$ 164.66	$ 2,634.56	$ 20.00	$ 320.00	$ 50.00	$ 800.00	$ 34.43	$ 550.88	$ 92.82	$ 1,485.12 Bidder's Price: $1,485.00	$ 91.00	$ 1,456.00
9	480	LF	Remove and Replace Curb, or Curb and Gutter and	$ 67.08	$ 32,198.40	$ 60.00	$ 28,800.00	$ 85.00	$ 40,800.00	$ 35.20	$ 16,896.00	$ 58.01	$ 27,844.80 Bidder's Price: $27,846.00	$ 52.00	$ 24,960.00
10	277	SY	Utility Conduit Trench Pavement Replacement (If Trench Boring is Not Possible) and	$ 329.32	$ 91,221.64	$ 125.00	$ 34,625.00	$ 300.00	$ 83,100.00	$ 110.00	$ 30,470.00	$ 74.41	$ 20,611.57 Bidder's Price: $20,890.00	$ 110.70	$ 30,663.90
11	1,380	SF	6-inch Colored Concrete Salt Finish and	$ 17.93	$ 24,743.40	$ 15.00	$ 20,700.00	$ 20.00	$ 27,600.00	$ 8.36	$ 11,536.80	$ 17.40	$ 24,012.00 Bidder's Price: $24,017.00	$ 19.50	$ 26,910.00
12	29	SF	New Pedestrian Refuge and	$ 97.58	$ 2,829.82	$ 75.00	$ 2,175.00	$ 50.00	$ 1,450.00	$ 44.00	$ 1,276.00	$ 116.02	$ 3,364.58 Bidder's Price: $3,365.00	$ 129.90	$ 3,767.10
13	1	LS	Traffic Control and	$ 119,531.16	$ 119,531.16	$ 60,000.00	$ 60,000.00	$ 80,000.00	$ 80,000.00	$ 130,768.00	$ 130,768.00	$ 29,006.25	$ 29,006.25 Bidder's Price: $29,006.00	$ 9,411.80	$ 9,411.80
14	1	DAY	Truck Mounted Attenuator (TMA) Per Day and	$ 335.42	$ 335.42	$ 400.00	$ 400.00	$ 450.00	$ 450.00	$ 696.30	$ 696.30	$ 580.12	$ 580.12 Bidder's Price: $580.00	$ 411.80	$ 411.80
15	1	WEEK	Truck Mounted Attenuator (TMA) Per Week and	$ 1,542.93	$ 1,542.93	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 3,300.00	$ 3,300.00	$ 2,320.50	$ 2,320.50 Bidder's Price: $2,321.00	$ 2,058.90	$ 2,058.90
16	1	MO	Truck Mounted Attenuator (TMA) Per Month and	$ 5,519.17	$ 5,519.17	$ 8,000.00	$ 8,000.00	$ 6,000.00	$ 6,000.00	$ 8,250.00	$ 8,250.00	$ 5,801.25	$ 5,801.25 Bidder's Price: $5,801.00	$ 8,235.30	$ 8,235.30
17	1	LS	SWPPP and Implementation and	$ 13,111.84	$ 13,111.84	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 5,720.00	$ 5,720.00	$ 11,602.50	$ 11,602.50 Bidder's Price: $11,603.00	$ 12,987.10	$ 12,987.10

CITY OF EL PASO
BID TABULATION

BID TITLE: Westside Medians Roadway Lighting and Landscaping Improvements — **BID NO: 2025-0324**

BID DATE: April 30, 2025 — **DEPARTMENT: Capital Improvement**

ITEM NO.	Estimate Quantity	Unit of Measure	Description	Access Communications Group, LLC El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Construction of Texas, Inc. El Paso, TX Bidder 5 of 6		ZTEX Construction, Inc. El Paso, TX Bidder 6 of 6	
				Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
18	27,088	SF	1-1/4-in Rock Mulch, 3-in Depth, color Desert Tan or Rainbow Rock with Weed Fabric Underlayment and	$ 1.94	$ 52,550.72	$ 1.60	$ 43,340.80	$ 2.00	$ 54,176.00	$ 1.67	$ 45,291.14	$ 1.74	$ 47,133.12 Bidder's Price: $47,143.00	$ 1.70	$ 46,049.60
19	27,281	SF	2-in to 4-in Rock Mulch, 4-in Depth Color Antique Gray or Crushed Gray with Weed Fabric Underlayment and	$ 2.31	$ 63,019.11	$ 2.00	$ 54,562.00	$ 2.50	$ 68,202.50	$ 1.98	$ 54,016.38	$ 2.03	$ 55,380.43 Bidder's Price: $55,392.00	$ 1.90	$ 51,833.90
20	220	EA	2-inch Caliper Trees and	$ 714.44	$ 157,176.80	$ 815.00	$ 179,300.00	$ 1,000.00	$ 220,000.00	$ 825.00	$ 181,500.00	$ 435.09	$ 95,719.80 Bidder's Price: $95,721.00	$ 625.00	$ 137,500.00
21	2,327	EA	5-Gallon Shrubs and	$ 79.22	$ 184,344.94	$ 59.00	$ 137,293.00	$ 75.00	$ 174,525.00	$ 62.70	$ 145,902.90	$ 40.60	$ 94,476.20 Bidder's Price: $94,497.00	$ 56.90	$ 132,406.30
22	1	LS	Irrigation Systems and	$ 231,744.09	$ 231,744.09	$ 424,341.00	$ 424,341.00	$ 370,000.00	$ 370,000.00	$ 417,096.00	$ 417,096.00	$ 266,857.50	$ 266,857.50 Bidder's Price: $266,858.00	$ 466,647.80	$ 466,647.80
23	180	LF	Drilled Shaft (Roadway Illumination Pole, 24-inch) (TxDOT Technical Specification Item 416) and	$ 516.86	$ 93,034.80	$ 375.00	$ 67,500.00	$ 350.00	$ 63,000.00	$ 330.00	$ 59,400.00	$ 377.08	$ 67,874.40 Bidder's Price: $67,875.00	$ 369.40	$ 66,492.00
24	882	LF	Conduit Trench (PVC, Schedule 40, 2-inch) (TxDOT Technical Specification Item 618) and	$ 17.81	$ 15,708.42	$ 20.00	$ 17,640.00	$ 19.00	$ 16,758.00	$ 15.40	$ 13,582.80	$ 22.04	$ 19,439.28 Bidder's Price: $19,433.00	$ 20.90	$ 18,433.80
25	2,411	LF	Conduit Bore (PVC, Schedule 40, 2-inch) (TxDOT Technical Specification Item 618) and	$ 45.13	$ 108,808.43	$ 30.00	$ 72,330.00	$ 24.00	$ 57,864.00	$ 42.56	$ 102,612.16	$ 27.84	$ 67,122.24 Bidder's Price: $67,137.00	$ 26.40	$ 63,650.40
26	60	LF	Electrical Rigid Metal Conduit, 3-inch (TxDOT Technical Specification Item 618) and	$ 58.09	$ 3,485.40	$ 90.00	$ 5,400.00	$ 150.00	$ 9,000.00	$ 88.00	$ 5,280.00	$ 168.23	$ 10,093.80 Bidder's Price: $10,094.00	$ 164.80	$ 9,888.00
27	1,313	LF	Electrical Conductor No. 10, Bare (TxDOT Technical Specification Item 620) and	$ 2.45	$ 3,216.85	$ 1.90	$ 2,494.70	$ 2.25	$ 2,954.25	$ 1.98	$ 2,599.74	$ 3.48	$ 4,569.24 Bidder's Price: $4.570.00	$ 2.50	$ 3,282.50
28	2,626	LF	Electrical Conductor No. 10, Insulated (TxDOT Technical Specification Item 620) and	$ 2.60	$ 6,827.60	$ 1.90	$ 4,989.40	$ 2.25	$ 5,908.50	$ 1.98	$ 5,199.48	$ 3.48	$ 9,138.48 Bidder's Price: $9,140.00	$ 2.50	$ 6,565.00
29	20	EA	Ground Box TY A with Apron (TxDOT Technical Specification Item 624) and	$ 1,348.99	$ 26,979.80	$ 1,500.00	$ 30,000.00	$ 1,600.00	$ 32,000.00	$ 1,210.00	$ 24,200.00	$ 1,798.38	$ 35,967.60 Bidder's Price: $35,968.00	$ 1,761.40	$ 35,228.00
30	2	EA	Electrical Service (240/480) (TxDOT Technical Specification Item 628) and	$ 7,992.98	$ 15,985.96	$ 7,500.00	$ 15,000.00	$ 8,600.00	$ 17,200.00	$ 9,900.00	$ 19,800.00	$ 9,862.12	$ 19,724.24 Bidder's Price: $19,724.00	$ 9,659.10	$ 19,318.20
31	2	EA	Fused Disconnect and	$ 613.75	$ 1,227.50	$ 500.00	$ 1,000.00	$ 900.00	$ 1,800.00	$ 1,045.00	$ 2,090.00	$ 1,044.22	$ 2,088.44 Bidder's Price: $2,088.00	$ 1,020.50	$ 2,041.00
32	2	EA	Panelboard and	$ 820.43	$ 1,640.86	$ 2,500.00	$ 5,000.00	$ 2,600.00	$ 5,200.00	$ 1,375.00	$ 2,750.00	$ 2,923.83	$ 5,847.66 Bidder's Price: $5,848.00	$ 2,863.70	$ 5,727.40
33	8	EA	Road Illumination Assembly – Double Mast Arm and	$ 9,887.52	$ 79,100.16	$ 6,800.00	$ 54,400.00	$ 8,000.00	$ 64,000.00	$ 8,470.00	$ 67,760.00	$ 8,701.87	$ 69,614.96 Bidder's Price: $69,615.00	$ 8,511.40	$ 68,091.20
34	12	EA	Road Illumination Assembly – Single Mast Arm and	$ 7,748.25	$ 92,979.00	$ 5,800.00	$ 69,600.00	$ 6,200.00	$ 74,400.00	$ 7,040.00	$ 84,480.00	$ 6,961.50	$ 83,538.00 Bidder's Price: $83538.00	$ 6,818.20	$ 81,818.40
35	1	EA	Electrical Demolition and	$ 5,250.83	$ 5,250.83	$ 3,000.00	$ 3,000.00	$ 2,100.00	$ 2,100.00	$ 2,750.00	$ 2,750.00	$ 2,320.50	$ 2,320.50 Bidder's Price: $2,321.00	$ 2,272.80	$ 2,272.80
			Sum Total – Base Bid II (Line Items 1-35)		**$ 1,746,536.88**		**$ 1,587,591.40**		**$ 1,902,660.25**		**$ 1,524,013.85**		**$ 1,244,630.72 Bidder's Price: $1,245,191.00**		**$ 1,505,487.96**
			Mobilization (NOT TO EXCEED 5%)		**$ 57,277.21**		**$ 71,000.00**		**$ 120,000.00**		**$ 76,200.69**		**$ 105,688.00**		**$ 52,700.00**
			Sum Total Base Bid II Plus Mobilization		**$ 1,803,814.09**		**$ 1,658,591.40**		**$ 2,022,660.25**		**$ 1,600,214.54**		**$ 1,350,318.72 Bidder's Price: $1,350,879.00**		**$ 1,558,187.96**
BASE Proposal III - Shadow Mountain Drive															
1			Line Left blank												
2	36	STA	Selective Demolition of Existing Items within the Median and	$ 1,219.71	$ 43,909.56	$ 1,100.00	$ 39,600.00	$ 1,200.00	$ 43,200.00	$ 26.40	$ 950.40	$ 928.20	$ 33,415.20 Bidder's Price: $33,415.00	$ 1,221.20	$ 43,963.20
3	87	SF	Concrete Demolition and	$ 82.33	$ 7,162.71	$ 30.00	$ 2,610.00	$ 15.00	$ 1,305.00	$ 5.50	$ 478.50	$ 29.00	$ 2,523.00 Bidder's Price: $2,524.00	$ 26.00	$ 2,262.00
4	20	LF	Remove Curb, or Curb and Gutter and	$ 137.22	$ 2,744.40	$ 20.00	$ 400.00	$ 15.00	$ 300.00	$ 34.43	$ 688.60	$ 174.03	$ 3,480.60 Bidder's Price: $3,481.00	$ 91.00	$ 1,820.00
5	40	LF	Remove and Replace Curb, or Curb and Gutter and	$ 164.66	$ 6,586.40	$ 60.00	$ 2,400.00	$ 85.00	$ 3,400.00	$ 35.20	$ 1,408.00	$ 92.82	$ 3,712.80 Bidder's Price: $3,713.00	$ 71.50	$ 2,860.00

CITY OF EL PASO
BID TABULATION

BID TITLE: Westside Medians Roadway Lighting and Landscaping Improvements **BID NO: 2025-0324**

BID DATE: April 30, 2025 **DEPARTMENT: Capital Improvement**

ITEM NO.	Estimate Quantity	Unit of Measure	Description	Access Communications Group, LLC El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Construction of Texas, Inc. El Paso, TX Bidder 5 of 6		ZTEX Construction, Inc. El Paso, TX Bidder 6 of 6	
				Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
6	103	SF	New Pedestrian Refuge and	$ 73.18	$ 7,537.54	$ 75.00	$ 7,725.00	$ 50.00	$ 5,150.00	$ 44.00	$ 4,532.00	$ 116.02	$ 11,950.06 Bidder's Price: $11,951.00	$ 129.90	$ 13,379.70
7	1	LS	Traffic Control and	$ 98,186.31	$ 98,186.31	$ 120,000.00	$ 120,000.00	$ 79,000.00	$ 79,000.00	$ 147,114.00	$ 147,114.00	$ 29,006.25	$ 29,006.25 Bidder's Price: $29,006.00	$ 70,588.30	$ 70,588.30
8	1	DAY	Truck Mounted Attenuator (TMA) Per Day and	$ 335.42	$ 335.42	$ 400.00	$ 400.00	$ 500.00	$ 500.00	$ 696.30	$ 696.30	$ 580.12	$ 580.12 Bidder's Price: $580.00	$ 411.80	$ 411.80
9	1	WEEK	Truck Mounted Attenuator (TMA) Per Week and	$ 1,542.93	$ 1,542.93	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 3,300.00	$ 3,300.00	$ 2,320.50	$ 2,320.50 Bidder's Price: $2,321.00	$ 2,058.90	$ 2,058.90
10	1	MO	Truck Mounted Attenuator (TMA) Per Month and	$ 5,519.17	$ 5,519.17	$ 8,000.00	$ 8,000.00	$ 6,000.00	$ 6,000.00	$ 8,250.00	$ 8,250.00	$ 5,801.25	$ 5,801.25 Bidder's Price: $5,801.00	$ 8,235.30	$ 8,235.30
11	1	LS	SWPPP and Implementation and	$ 11,587.20	$ 11,587.20	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 7,150.00	$ 7,150.00	$ 11,602.50	$ 11,602.50 Bidder's Price: $11,603.00	$ 12,987.10	$ 12,987.10
12	189	LF	Drilled Shaft (Roadway Illumination Pole, 24-inch) (TxDOT Technical Specification Item 416) and	$ 566.09	$ 106,991.01	$ 375.00	$ 70,875.00	$ 350.00	$ 66,150.00	$ 330.00	$ 62,370.00	$ 400.28	$ 75,652.92 Bidder's Price: $75,654.00	$ 392.10	$ 74,106.90
13	3,908	LF	Conduit Bore (PVC, Schedule 40, 2-inch) (TxDOT Technical Specification Item 618) and	$ 44.89	$ 175,430.12	$ 30.00	$ 117,240.00	$ 30.00	$ 117,240.00	$ 42.56	$ 166,324.48	$ 34.80	$ 135,998.40 Bidder's Price: $136,028.00	$ 34.10	$ 133,262.80
13.A	3,645	LF	Conduit (PVC) (Schd 40) (3') Bore (IT/CCS)	$ 45.13	$ 164,498.85	$ 40.00	$ 145,800.00	$ 43.00	$ 156,735.00	$ 45.92	$ 167,378.40	$ 49.89	$ 181,849.05 Bidder's Price: $181,852.00	$ 48.30	$ 176,053.50
14	30	LF	Electrical Rigid Metal Conduit, 3-inch (TxDOT Technical Specification Item 618) and	$ 58.09	$ 1,742.70	$ 90.00	$ 2,700.00	$ 90.00	$ 2,700.00	$ 88.00	$ 2,640.00	$ 98.62	$ 2,958.60 Bidder's Price: $2,959.00	$ 96.60	$ 2,898.00
15	3,434	LF	Electrical Conductor No. 6, Bare (TxDOT Technical Specification Item 620) and	$ 4.51	$ 15,487.34	$ 3.50	$ 12,019.00	$ 3.25	$ 11,160.50	$ 3.52	$ 12,087.68	$ 3.77	$ 12,946.18 Bidder's Price: $12,949.00	$ 3.60	$ 12,362.40
16	6,868	LF	Electrical Conductor No. 6, Insulated (TxDOT Technical Specification Item 620) and	$ 5.12	$ 35,164.16	$ 3.50	$ 24,038.00	$ 3.25	$ 22,321.00	$ 3.52	$ 24,175.36	$ 3.77	$ 25,892.36 Bidder's Price: $25,898.00	$ 3.60	$ 24,724.80
17	4,020	LF	Electrical Conductor No. 10, Bare (TxDOT Technical Specification Item 620) and	$ 2.45	$ 9,849.00	$ 1.90	$ 7,638.00	$ 2.50	$ 10,050.00	$ 1.98	$ 7,959.60	$ 2.49	$ 10,009.80 Bidder's Price: $10,028.00	$ 2.50	$ 10,050.00
18	8,040	LF	Electrical Conductor No. 10, Insulated (TxDOT Technical Specification Item 620) and	$ 2.60	$ 20,904.00	$ 1.90	$ 15,276.00	$ 2.50	$ 20,100.00	$ 1.98	$ 15,919.20	$ 2.49	$ 20,019.60 Bidder's Price: $20,056.00	$ 2.50	$ 20,100.00
19	27	EA	Ground Box TY A with Apron (TxDOT Technical Specification Item 624) and	$ 1,348.99	$ 36,422.73	$ 1,500.00	$ 40,500.00	$ 1,600.00	$ 43,200.00	$ 1,210.00	$ 32,670.00	$ 1,798.38	$ 48,556.26 Bidder's Price: $48,556.00	$ 1,761.40	$ 47,557.80
19.A	8	EA	ITS Ground Box TY 1 W/Apron and	$ 7,707.32	$ 61,658.56	$ 4,500.00	$ 36,000.00	$ 2,900.00	$ 23,200.00	$ 4,345.00	$ 34,760.00	$ 3,248.70	$ 25,989.60 Bidder's Price: $25,990.00	$ 3,181.90	$ 25,455.20
19.B	3	EA	ITS Ground Box TY 2 W/Apron and	$ 10,266.26	$ 30,798.78	$ 8,500.00	$ 25,500.00	$ 6,600.00	$ 19,800.00	$ 5,225.00	$ 15,675.00	$ 7,541.62	$ 22,624.86 Bidder's Price: $22,625.00	$ 7,386.40	$ 22,159.20
20	1	EA	Electrical Service (240/480) (TxDOT Technical Specification Item 628) and	$ 8,152.83	$ 8,152.83	$ 7,500.00	$ 7,500.00	$ 8,600.00	$ 8,600.00	$ 9,900.00	$ 9,900.00	$ 9,862.12	$ 9,862.12 Bidder's Price: $9,862.00	$ 9,659.10	$ 9,659.10
21	1	EA	Fused Disconnect and	$ 626.01	$ 626.01	$ 500.00	$ 500.00	$ 900.00	$ 900.00	$ 1,045.00	$ 1,045.00	$ 1,044.22	$ 1,044.22 Bidder's Price: $1,044.00	$ 1,020.50	$ 1,020.50
22	1	EA	Panelboard and	$ 836.83	$ 836.83	$ 2,500.00	$ 2,500.00	$ 2,300.00	$ 2,300.00	$ 1,375.00	$ 1,375.00	$ 2,668.57	$ 2,668.57 Bidder's Price: $2,669.00	$ 2,556.90	$ 2,556.90
23	17	EA	Road Illumination Assembly – Double Mast Arm and	$ 9,887.52	$ 168,087.84	$ 6,800.00	$ 115,600.00	$ 7,600.00	$ 129,200.00	$ 8,470.00	$ 143,990.00	$ 8,701.87	$ 147,931.79 Bidder's Price: $147,932.00	$ 8,511.40	$ 144,693.80
24	4	EA	Road Illumination Assembly – Single Mast Arm and	$ 7,748.26	$ 30,993.04	$ 5,800.00	$ 23,200.00	$ 6,100.00	$ 24,400.00	$ 7,040.00	$ 28,160.00	$ 6,961.50	$ 27,846.00 Bidder's Price: $27,846.00	$ 6,818.20	$ 27,272.80
25	1	EA	Electrical Demolition and	$ 3,000.48	$ 3,000.48	$ 3,000.00	$ 3,000.00	$ 5,500.00	$ 5,500.00	$ 2,750.00	$ 2,750.00	$ 5,801.25	$ 5,801.25 Bidder's Price: $5,801.00	$ 5,681.90	$ 5,681.90
			Sum Total – Base Bid III (Line Items 1-25)		**$ 1,055,755.92**		**$ 840,521.00**		**$ 814,411.50**		**$ 903,747.52**		**$ 862,043.86 Bidder's Price: $862,142.00**		**$ 898,181.90**
			Mobilization (NOT TO EXCEED 5%)		**$ 34,628.70**		**$ 37,000.00**		**$ 40,000.00**		**$ 45,187.38**		**$ 47,675.00**		**$ 31,500.00**
			Sumtotal Base Proposal III Plus Mobilization		**$ 1,090,384.62**		**$ 877,521.00**		**$ 854,411.50**		**$ 948,934.90**		**$ 909,718.86 Bidder's Price: $909,817.00**		**$ 929,681.90**
BASE Proposal IV - Westwind Dr.															
1			Line Left blank												
2	120.37	STA	Selective Demolition of Existing Items within the Median and	$ 1,280.69	$ 154,156.66	$ 1,100.00	$ 132,407.00	$ 1,200.00	$ 144,444.00	$ 8.03	$ 966.57	$ 928.20	$ 111,727.43 Bidder's Price: $111,727.00	$ 1,131.30	$ 136,174.58

Approved By: /S/
Date: 6/16/2025

CITY OF EL PASO
BID TABULATION

BID TITLE: Westside Medians Roadway Lighting and Landscaping Improvements **BID NO: 2025-0324**

BID DATE: April 30, 2025 **DEPARTMENT: Capital Improvement**

				Access Communications Group, LLC El Paso, TX		El Paso A.R.C. Electric, Inc. El Paso, TX		Jordan Foster Construction, LLC El Paso, TX		Martinez Bros. Contractors, LLC El Paso, TX		Spartan Construction of Texas, Inc. El Paso, TX		ZTEX Construction, Inc. El Paso, TX	
				Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6		Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6	
ITEM NO.	Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
3	6,270	SY	Clear and Grub Site and	$ 7.93	$ 49,721.10	$ 6.00	$ 37,620.00	$ 3.00	$ 18,810.00	$ 0.15	$ 965.58	$ 8.12	$ 50,912.40 Bidder's Price: $50,923.00	$ 6.50	$ 40,755.00
4	1,213	CY	Earthwork Cut (finished surface to proposed subgrade elevations) and	$ 26.83	$ 32,544.79	$ 35.00	$ 42,455.00	$ 50.00	$ 60,650.00	$ 22.00	$ 26,686.00	$ 34.80	$ 42,212.40 Bidder's Price: $42,221.00	$ 13.00	$ 15,769.00
5	106	LOAD	Export Cut Materials and	$ 365.91	$ 38,786.46	$ 250.00	$ 26,500.00	$ 350.00	$ 37,100.00	$ 275.00	$ 29,150.00	$ 174.03	$ 18,447.18 Bidder's Price: $18,448.00	$ 227.30	$ 24,093.80
6	170	SF	Concrete Demolition and	$ 54.89	$ 9,331.30	$ 30.00	$ 5,100.00	$ 5.00	$ 850.00	$ 5.50	$ 935.00	$ 11.60	$ 1,972.00 Bidder's Price: $1,972.00	$ 26.00	$ 4,420.00
7	1,417	SY	Asphalt Demolition and	$ 21.95	$ 31,103.15	$ 10.00	$ 14,170.00	$ 15.00	$ 21,255.00	$ 11.00	$ 15,587.00	$ 9.28	$ 13,149.76 Bidder's Price: $13,153.00	$ 9.10	$ 12,894.70
8	16	LF	Remove Curb, or Curb and Gutter and	$ 115.87	$ 1,853.92	$ 20.00	$ 320.00	$ 20.00	$ 320.00	$ 34.43	$ 550.88	$ 87.01	$ 1,392.16 Bidder's Price: $1,392.00	$ 91.00	$ 1,456.00
9	80	LF	Remove and Replace Curb, or Curb and Gutter and	$ 140.27	$ 11,221.60	$ 60.00	$ 4,800.00	$ 85.00	$ 6,800.00	$ 35.20	$ 2,816.00	$ 75.41	$ 6,032.80 Bidder's Price: $6,033.00	$ 52.00	$ 4,160.00
10	186	SY	Utility Conduit Trench Pavement Replacement (If Trench Boring is Not Possible) and	$ 365.91	$ 68,059.26	$ 125.00	$ 23,250.00	$ 300.00	$ 55,800.00	$ 110.00	$ 20,460.00	$ 75.41	$ 14,026.26 Bidder's Price: $14,027.00	$ 110.70	$ 20,590.20
11	1,540	LF	New Curb and Gutter and	$ 30.49	$ 46,954.60	$ 40.00	$ 61,600.00	$ 30.00	$ 46,200.00	$ 25.30	$ 38,962.00	$ 29.00	$ 44,660.00 Bidder's Price: $44,670.00	$ 45.50	$ 70,070.00
12	3,121	SF	6-inch Colored Concrete Salt Finish and	$ 15.55	$ 48,531.55	$ 15.00	$ 46,815.00	$ 20.00	$ 62,420.00	$ 8.80	$ 27,464.80	$ 17.40	$ 54,305.40 Bidder's Price: $54,317.00	$ 13.00	$ 40,573.00
13	65	SF	New Pedestrian Refuge and	$ 115.87	$ 7,531.55	$ 75.00	$ 4,875.00	$ 50.00	$ 3,250.00	$ 44.00	$ 2,860.00	$ 116.02	$ 7,541.30 Bidder's Price: $7,542.00	$ 129.90	$ 8,443.50
14	172	SF	New Flume and	$ 91.48	$ 15,734.56	$ 60.00	$ 10,320.00	$ 40.00	$ 6,880.00	$ 77.00	$ 13,244.00	$ 58.01	$ 9,977.72 Bidder's Price: $9,978.00	$ 58.50	$ 10,062.00
15	1	LS	Traffic Control and	$ 182,955.86	$ 182,955.86	$ 170,000.00	$ 170,000.00	$ 121,000.00	$ 121,000.00	$ 212,498.00	$ 212,498.00	$ 29,006.25	$ 29,006.25 Bidder's Price: $29,006.00	$ 141,176.50	$ 141,176.50
16	1	DAY	Truck Mounted Attenuator (TMA) Per Day and	$ 335.42	$ 335.42	$ 400.00	$ 400.00	$ 500.00	$ 500.00	$ 696.30	$ 696.30	$ 580.12	$ 580.12 Bidder's Price: $580.00	$ 411.80	$ 411.80
17	1	WEEK	Truck Mounted Attenuator (TMA) Per Week and	$ 1,536.83	$ 1,536.83	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 3,300.00	$ 3,300.00	$ 2,320.50	$ 2,320.50 Bidder's Price: $2,321.00	$ 2,058.90	$ 2,058.90
18	1	MO	Truck Mounted Attenuator (TMA) Per Month and	$ 5,519.17	$ 5,519.17	$ 8,000.00	$ 8,000.00	$ 6,000.00	$ 6,000.00	$ 8,250.00	$ 8,250.00	$ 5,801.00	$ 5,801.00 Bidder's Price: $5,801.00	$ 8,235.30	$ 8,235.30
19	1	LS	SWPPP and Implementation and	$ 11,321.31	$ 11,321.31	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 7,700.00	$ 7,700.00	$ 11,602.50	$ 11,602.50 Bidder's Price: $11,603.00	$ 12,987.10	$ 12,987.10
20	34,269	SF	1-1/4-in Rock Mulch, 3-in Depth, color Desert Tan or Rainbow Rock with Weed Fabric Underlayment and	$ 2.15	$ 73,678.35	$ 1.60	$ 54,830.40	$ 2.00	$ 68,538.00	$ 1.68	$ 57,674.73	$ 1.74	$ 59,628.06 Bidder's Price: $59,641.00	$ 1.70	$ 58,257.30
21	25,402	SF	2-in to 4in Rock Mulch, 4-in Depth, color Padre Canyon or Franklin Red with Weed Fabric Underlayment and	$ 2.48	$ 62,996.96	$ 2.00	$ 50,804.00	$ 2.50	$ 63,505.00	$ 1.96	$ 49,737.12	$ 2.03	$ 51,566.06 Bidder's Price: $51,577.00	$ 1.90	$ 48,263.80
22	124	EA	2-inch Caliper Trees and	$ 714.32	$ 88,575.68	$ 815.00	$ 101,060.00	$ 1,000.00	$ 124,000.00	$ 825.00	$ 102,300.00	$ 435.09	$ 53,951.16 Bidder's Price: $53,952.00	$ 625.00	$ 77,500.00
23	929	EA	5-Gallon Shrubs and	$ 79.16	$ 73,539.64	$ 59.00	$ 54,811.00	$ 75.00	$ 69,675.00	$ 62.70	$ 58,248.30	$ 46.41	$ 43,114.89 Bidder's Price: $43,115.00	$ 56.90	$ 52,860.10
24	1	LS	Irrigation Systems and	$ 176,857.33	$ 176,857.33	$ 263,100.00	$ 263,100.00	$ 485,000.00	$ 485,000.00	$ 308,424.00	$ 308,424.00	$ 186,568.20	$ 186,568.20 Bidder's Price: $186,568.00	$ 292,613.70	$ 292,613.70
25	90	LF	Pole Base Mat Foundation and	$ 365.91	$ 32,931.90	$ 375.00	$ 33,750.00	$ 1,250.00	$ 112,500.00	$ 550.00	$ 49,500.00	$ 1,444.51	$ 130,005.90 Bidder's Price: $130,006.00	$ 1,411.80	$ 127,062.00
26	3,527	LF	Conduit Trench (PVC, Schedule 40, 2-inch) (TxDOT Technical Specification Item 618) and	$ 17.81	$ 62,815.87	$ 20.00	$ 70,540.00	$ 30.00	$ 105,810.00	$ 15.40	$ 54,315.80	$ 34.80	$ 122,739.60 Bidder's Price: $122,766.00	$ 34.10	$ 120,270.70
27	12,142	LF	Conduit Bore (PVC, Schedule 40, 2-inch) (TxDOT Technical Specification Item 618) and	$ 45.13	$ 547,968.46	$ 30.00	$ 364,260.00	$ 33.00	$ 400,686.00	$ 42.56	$ 516,763.52	$ 37.12	$ 450,711.04 Bidder's Price: $450,808.00	$ 36.40	$ 441,968.80
27.A	3,854	LF	Conduit (PVC) (Schd 40) (3') Trench (IT/CCS) and	$ 17.81	$ 68,639.74	$ 35.00	$ 134,890.00	$ 38.00	$ 146,452.00	$ 24.20	$ 93,266.80	$ 42.92	$ 165,413.68 Bidder's Price: $165,449.00	$ 42.10	$ 162,253.40
27.B	8,056	LF	Conduit (PVC) (Schd 40) (3') Bore (IT/CCS) and	$ 45.13	$ 363,567.28	$ 40.00	$ 322,240.00	$ 43.00	$ 346,408.00	$ 45.92	$ 369,931.52	$ 49.89	$ 401,913.84 Bidder's Price: $401,820.00	$ 48.30	$ 389,104.80
28	30	LF	Electrical Rigid Metal Conduit, 3-inch (TxDOT Technical Specification Item 618) and	$ 61.00	$ 1,830.00	$ 90.00	$ 2,700.00	$ 90.00	$ 2,700.00	$ 88.00	$ 2,640.00	$ 98.62	$ 2,958.60 Bidder's Price: $2,959.00	$ 96.60	$ 2,898.00

Approved By: /S/
Date: 6/16/2025

CITY OF EL PASO
BID TABULATION

BID TITLE: Westside Medians Roadway Lighting and Landscaping Improvements — **BID NO: 2025-0324**

BID DATE: April 30, 2025 — **DEPARTMENT: Capital Improvement**

				Access Communications Group, LLC El Paso, TX		El Paso A.R.C. Electric, Inc. El Paso, TX		Jordan Foster Construction, LLC El Paso, TX		Martinez Bros. Contractors, LLC El Paso, TX		Spartan Construction of Texas, Inc. El Paso, TX		ZTEX Construction, Inc. El Paso, TX	
				Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6		Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6	
ITEM NO.	Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
29	10,947	LF	Electrical Conductor No. 6, Bare (TxDOT Technical Specification Item 620) and	$ 4.62	$ 50,575.14	$ 3.50	$ 38,314.50	$ 3.50	$ 38,314.50	$ 3.52	$ 38,533.44	$ 3.77	$ 41,270.19 Bidder's Price: $41,279.00	$ 3.60	$ 39,409.20
30	21,894	LF	Electrical Conductor No. 6, Insulated (TxDOT Technical Specification Item 620) and	$ 5.10	$ 111,659.40	$ 3.50	$ 76,629.00	$ 3.50	$ 76,629.00	$ 3.52	$ 77,066.88	$ 3.77	$ 82,540.38 Bidder's Price: $82,558.00	$ 3.60	$ 78,818.40
31	6,528	LF	Electrical Conductor No. 10, Bare (TxDOT Technical Specification Item 620) and	$ 2.45	$ 15,993.60	$ 1.90	$ 12,403.20	$ 2.25	$ 14,688.00	$ 1.98	$ 12,925.44	$ 2.61	$ 17,038.08 Bidder's Price: $17,042.00	$ 2.50	$ 16,320.00
32	13,056	LF	Electrical Conductor No. 10, Insulated (TxDOT Technical Specification Item 620) and	$ 2.60	$ 33,945.60	$ 1.90	$ 24,806.40	$ 2.25	$ 29,376.00	$ 1.98	$ 25,850.88	$ 2.61	$ 34,076.16 Bidder's Price: $34,084.00	$ 2.50	$ 32,640.00
33	82	EA	Ground Box TY A with Apron (TxDOT Technical Specification Item 624) and	$ 1,348.99	$ 110,617.18	$ 1,500.00	$ 123,000.00	$ 1,600.00	$ 131,200.00	$ 1,210.00	$ 99,220.00	$ 1,798.38	$ 147,467.16 Bidder's Price: $147,468.00	$ 1,761.40	$ 144,434.80
33.A	30	EA	ITS Ground Box TY 1 W/Apron and	$ 7,707.32	$ 231,219.60	$ 4,500.00	$ 135,000.00	$ 4,500.00	$ 135,000.00	$ 4,345.00	$ 130,350.00	$ 4,524.97	$ 135,749.10 Bidder's Price: $135,749.00	$ 4,431.90	$ 132,957.00
33.B	4	EA	ITS Ground Box TY 2 W/Apron and	$ 10,266.26	$ 41,065.04	$ 8,500.00	$ 34,000.00	$ 6,000.00	$ 24,000.00	$ 5,225.00	$ 20,900.00	$ 6,033.30	$ 24,133.20 Bidder's Price: $24,133.00	$ 5,909.10	$ 23,636.40
34	1	EA	Electrical Service (240/480) (TxDOT Technical Specification Item 628) and	$ 7,992.98	$ 7,992.98	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 9,900.00	$ 9,900.00	$ 11,486.47	$ 11,486.47 Bidder's Price: $11,486.00	$ 11,250.00	$ 11,250.00
35	1	EA	Fused Disconnect and	$ 626.01	$ 626.01	$ 500.00	$ 500.00	$ 900.00	$ 900.00	$ 1,045.00	$ 1,045.00	$ 1,044.22	$ 1,044.22 Bidder's Price: $1,044.00	$ 1,020.50	$ 1,020.50
36	1	EA	Panelboard and	$ 820.42	$ 820.42	$ 2,500.00	$ 2,500.00	$ 2,300.00	$ 2,300.00	$ 1,375.00	$ 1,375.00	$ 2,668.57	$ 2,668.57 Bidder's Price: $2,669.00	$ 2,556.90	$ 2,556.90
37	23	EA	Road Illumination Assembly – Double Mast Arm and	$ 9,887.52	$ 227,412.96	$ 6,800.00	$ 156,400.00	$ 8,000.00	$ 184,000.00	$ 8,470.00	$ 194,810.00	$ 8,701.87	$ 200,143.01 Bidder's Price: $200,143.00	$ 8,511.40	$ 195,762.20
38	67	EA	Road Illumination Assembly – Single Mast Arm and	$ 7,748.25	$ 519,132.75	$ 5,800.00	$ 388,600.00	$ 6,500.00	$ 435,500.00	$ 7,040.00	$ 471,680.00	$ 6,961.50	$ 466,420.50 Bidder's Price: $466,421.00	$ 6,818.20	$ 456,819.40
39	1	EA	Electrical Demolition and	$ 12,376.96	$ 12,376.96	$ 3,000.00	$ 3,000.00	$ 3,500.00	$ 3,500.00	$ 2,750.00	$ 2,750.00	$ 3,480.75	$ 3,480.75 Bidder's Price: $3,481.00	$ 3,409.10	$ 3,409.10
			Sum Total – Base Bid IV (Line Items 1-39)		**$ 3,634,037.94**		**$ 3,053,770.50**		**$ 3,614,960.50**		**$ 3,162,300.55**		**$ 3,261,756.00 Bidder's Price: $3,261,933.00**		**$ 3,466,417.88**
			Mobilization (NOT TO EXCEED 5%)		**$ 119,185.17**		**$ 137,000.00**		**$ 180,000.00**		**$ 158,115.03**		**$ 163,700.00**		**$ 121,400.00**
			Sumtotal Base Proposal IV Plus Mobilization		**$ 3,753,223.11**		**$ 3,190,770.50**		**$ 3,794,960.50**		**$ 3,320,415.58**		**$ 3,425,456.00 Bidder's Price: $3,425,633.00**		**$ 3,587,817.88**
BASE Proposal V - Redd Rd.															
1			Line Left blank												
2	64.85	STA	Selective Demolition of Existing Items within the Median and	$ 1,368.51	$ 88,747.87	$ 1,100.00	$ 71,335.00	$ 1,200.00	$ 77,820.00	$ 27.50	$ 1,783.38	$ 928.20	$ 60,193.77 Bidder's Price: $60,194.00	$ 2,070.80	$ 134,291.38
3	2,200	SY	Clear and Grub Site and	$ 9.95	$ 21,890.00	$ 6.00	$ 13,200.00	$ 3.00	$ 6,600.00	$ 0.44	$ 968.00	$ 6.96	$ 15,312.00 Bidder's Price: $15,315.00	$ 6.50	$ 14,300.00
4	567	CY	Earthwork Cut (finished surface to proposed subgrade elevations) and	$ 14.93	$ 8,465.31	$ 35.00	$ 19,845.00	$ 50.00	$ 28,350.00	$ 22.00	$ 12,474.00	$ 34.80	$ 19,731.60 Bidder's Price: $19,736.00	$ 26.00	$ 14,742.00
5	50	LOAD	Export Cut Materials and	$ 373.23	$ 18,661.50	$ 250.00	$ 12,500.00	$ 350.00	$ 17,500.00	$ 275.00	$ 13,750.00	$ 174.03	$ 8,701.50 Bidder's Price: $8,702.00	$ 227.30	$ 11,365.00
6	22,433	SF	Concrete Demolition and	$ 6.22	$ 139,533.26	$ 2.50	$ 56,082.50	$ 6.00	$ 134,598.00	$ 2.53	$ 56,755.49	$ 2.32	$ 52,044.56 Bidder's Price: $52,056.00	$ 2.60	$ 58,325.80

Approved By: /S/
Date: 6/16/2025

CITY OF EL PASO
BID TABULATION

BID TITLE: Westside Medians Roadway Lighting and Landscaping Improvements **BID NO: 2025-0324**

BID DATE: April 30, 2025 **DEPARTMENT: Capital Improvement**

				Access Communications Group, LLC El Paso, TX		El Paso A.R.C. Electric, Inc. El Paso, TX		Jordan Foster Construction, LLC El Paso, TX		Martinez Bros. Contractors, LLC El Paso, TX		Spartan Construction of Texas, Inc. El Paso, TX		ZTEX Construction, Inc. El Paso, TX	
				Bidder 1 of 6		Bidder 2 of 6		Bidder 3 of 6		Bidder 4 of 6		Bidder 5 of 6		Bidder 6 of 6	
ITEM NO.	Estimate Quantity	Unit of Measure	Description	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
7	110	LF	Remove and Replace Curb, or Curb and Gutter and	$ 93.31	$ 10,264.10	$ 60.00	$ 6,600.00	$ 85.00	$ 9,350.00	$ 35.20	$ 3,872.00	$ 75.41	$ 8,295.10 Bidder's Price: $8,296.00	$ 52.00	$ 5,720.00
8	76	SY	Utility Conduit Trench Pavement Replacement (If Trench Boring is Not Possible) and	$ 118.19	$ 8,982.44	$ 125.00	$ 9,500.00	$ 300.00	$ 22,800.00	$ 110.00	$ 8,360.00	$ 145.03	$ 11,022.28 Bidder's Price: $11,022.00	$ 110.70	$ 8,413.20
9	1,718	SF	6-inch Colored Concrete Salt Finish and	$ 15.86	$ 27,247.48	$ 15.00	$ 25,770.00	$ 20.00	$ 34,360.00	$ 8.80	$ 15,118.40	$ 17.40	$ 29,893.20 Bidder's Price: $29,900.00	$ 13.00	$ 22,334.00
10	1	LS	Traffic Control and	$ 82,939.99	$ 82,939.99	$ 100,000.00	$ 100,000.00	$ 63,000.00	$ 63,000.00	$ 114,422.00	$ 114,422.00	$ 29,006.25	$ 29,006.25 Bidder's Price: $29,006.00	$ 88,235.30	$ 88,235.30
11	1	DAY	Truck Mounted Attenuator (TMA) Per Day and	$ 335.42	$ 335.42	$ 400.00	$ 400.00	$ 450.00	$ 450.00	$ 696.30	$ 696.30	$ 580.12	$ 580.12 Bidder's Price: $580.00	$ 411.80	$ 411.80
12	1	WEEK	Truck Mounted Attenuator (TMA) Per Week and	$ 1,555.12	$ 1,555.12	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 3,300.00	$ 3,300.00	$ 2,320.50	$ 2,320.50 Bidder's Price: $2,321.00	$ 2,058.90	$ 2,058.90
13	1	MO	Truck Mounted Attenuator (TMA) Per Month and	$ 5,519.17	$ 5,519.17	$ 8,000.00	$ 8,000.00	$ 6,000.00	$ 6,000.00	$ 8,250.00	$ 8,250.00	$ 5,801.25	$ 5,801.25 Bidder's Price: $5,801.00	$ 8,235.30	$ 8,235.30
14	1	LS	SWPPP and Implementation and	$ 11,570.13	$ 11,570.13	$ 7,500.00	$ 7,500.00	$ 10,000.00	$ 10,000.00	$ 7,150.00	$ 7,150.00	$ 11,602.50	$ 11,602.50 Bidder's Price: $11,603.00	$ 12,987.10	$ 12,987.10
15	19,590	SF	1-1/4-in Rock Mulch, 3-in Depth, color Desert Tan or Rainbow Rock with Weed Fabric Underlayment and	$ 2.15	$ 42,118.50	$ 1.60	$ 31,344.00	$ 1.75	$ 34,282.50	$ 1.68	$ 32,969.97	$ 1.74	$ 34,086.60 Bidder's Price: $34,094.00	$ 1.70	$ 33,303.00
16	20,724	SF	2-in to 4in Rock Mulch, 4-in Depth, color Padre Canyon or Franklin Red with Weed Fabric Underlayment and	$ 3.94	$ 81,652.56	$ 2.00	$ 41,448.00	$ 2.25	$ 46,629.00	$ 1.96	$ 40,577.59	$ 2.03	$ 42,069.72 Bidder's Price: $42,079.00	$ 1.90	$ 39,375.60
17	79	EA	2-inch Caliper Trees and	$ 714.32	$ 56,431.28	$ 815.00	$ 64,385.00	$ 1,000.00	$ 79,000.00	$ 825.00	$ 65,175.00	$ 435.09	$ 34,372.11 Bidder's Price: $34,372.00	$ 625.00	$ 49,375.00
18	457	EA	5-Gallon Shrubs and	$ 79.16	$ 36,176.12	$ 59.00	$ 26,963.00	$ 75.00	$ 34,275.00	$ 62.70	$ 28,653.90	$ 46.41	$ 21,209.37 Bidder's Price: $21,209.00	$ 56.90	$ 26,003.30
19	5	EA	15-Gallon Plants and	$ 355.54	$ 1,777.70	$ 245.00	$ 1,225.00	$ 350.00	$ 1,750.00	$ 259.60	$ 1,298.00	$ 348.07	$ 1,740.35 Bidder's Price: $1,740.00	$ 426.20	$ 2,131.00
20	1	LS	Irrigation Systems and	$ 107,334.11	$ 107,334.11	$ 140,202.00	$ 140,202.00	$ 280,000.00	$ 280,000.00	$ 179,124.00	$ 179,124.00	$ 163,015.12	$ 163,015.12 Bidder's Price: $163,015.00	$ 198,863.70	$ 198,863.70
21	387	LF	Drilled Shaft (Roadway Illumination Pole, 24-inch) (TxDOT Technical Specification Item 416) and	$ 549.27	$ 212,567.49	$ 375.00	$ 145,125.00	$ 350.00	$ 135,450.00	$ 330.00	$ 127,710.00	$ 377.08	$ 145,929.96 Bidder's Price: $145,930.00	$ 369.40	$ 142,957.80
22	2,813	LF	Conduit Trench (PVC, Schedule 40, 2-inch) (TxDOT Technical Specification Item 618) and	$ 17.81	$ 50,099.53	$ 20.00	$ 56,260.00	$ 28.00	$ 78,764.00	$ 15.40	$ 43,320.20	$ 32.48	$ 91,366.24 Bidder's Price: $91,386.00	$ 31.30	$ 88,046.90
23	5,314	LF	Conduit Bore (PVC, Schedule 40, 2-inch) (TxDOT Technical Specification Item 618) and	$ 45.13	$ 239,820.82	$ 30.00	$ 159,420.00	$ 33.00	$ 175,362.00	$ 42.56	$ 226,163.84	$ 37.12	$ 197,255.68 Bidder's Price: $197,298.00	$ 36.40	$ 193,429.60
23.A	1,035	LF	Conduit (PVC) (Schd 40) (3') Trench (IT/CCS) and	$ 17.81	$ 18,433.35	$ 35.00	$ 36,225.00	$ 33.00	$ 34,155.00	$ 24.20	$ 25,047.00	$ 37.12	$ 38,419.20 Bidder's Price: $38,427.00	$ 36.40	$ 37,674.00
23.B	4,542	LF	Conduit (PVC) (Schd 40) (3') Bore (IT/CCS) and	$ 45.13	$ 204,980.46	$ 40.00	$ 181,680.00	$ 43.00	$ 195,306.00	$ 45.92	$ 208,568.64	$ 49.89	$ 226,600.38 Bidder's Price: $226,604.00	$ 48.30	$ 219,378.60
24	90	LF	Electrical Rigid Metal Conduit, 3-inch (TxDOT Technical Specification Item 618) and	$ 59.26	$ 5,333.40	$ 90.00	$ 8,100.00	$ 90.00	$ 8,100.00	$ 88.00	$ 7,920.00	$ 98.62	$ 8,875.80 Bidder's Price: $8,876.00	$ 96.60	$ 8,694.00
25	9,625	LF	Electrical Conductor No. 10, Bare (TxDOT Technical Specification Item 620) and	$ 2.45	$ 23,581.25	$ 1.90	$ 18,287.50	$ 2.25	$ 21,656.25	$ 1.98	$ 19,057.50	$ 2.61	$ 25,121.25 Bidder's Price: $25,127.00	$ 2.50	$ 24,062.50
26	19,250	LF	Electrical Conductor No. 10, Insulated (TxDOT Technical Specification Item 620) and	$ 2.60	$ 50,050.00	$ 1.90	$ 36,575.00	$ 2.25	$ 43,312.50	$ 1.98	$ 38,115.00	$ 2.61	$ 50,242.50 Bidder's Price: $50,253.00	$ 2.50	$ 48,125.00
27	40	EA	Ground Box TY A with Apron (TxDOT Technical Specification Item 624) and	$ 1,348.99	$ 53,959.60	$ 1,500.00	$ 60,000.00	$ 1,500.00	$ 60,000.00	$ 1,210.00	$ 48,400.00	$ 1,682.36	$ 67,294.40 Bidder's Price: $67,295.00	$ 1,647.80	$ 65,912.00
27.A	12	EA	ITS Ground Box TY 1 W/Apron and	$ 7,707.32	$ 92,487.84	$ 4,500.00	$ 54,000.00	$ 3,300.00	$ 39,600.00	$ 4,345.00	$ 52,140.00	$ 3,712.80	$ 44,553.60 Bidder's Price: $44,554.00	$ 3,636.40	$ 43,636.80
27.B	4	EA	ITS Ground Box TY 2 W/Apron and	$ 10,266.26	$ 41,065.04	$ 8,500.00	$ 34,000.00	$ 6,000.00	$ 24,000.00	$ 5,225.00	$ 20,900.00	$ 6,497.40	$ 25,989.60 Bidder's Price: $25,990.00	$ 6,250.00	$ 25,000.00
28	3	EA	Electrical Service (240/480) (TxDOT Technical Specification Item 628) and	$ 8,152.83	$ 24,458.49	$ 7,500.00	$ 22,500.00	$ 10,000.00	$ 30,000.00	$ 9,900.00	$ 29,700.00	$ 11,022.37	$ 33,067.11 Bidder's Price: $33,067.00	$ 10,795.50	$ 32,386.50

Approved By: /S/
Date: 5/16/2025

CITY OF EL PASO
BID TABULATION

BID TITLE: Westside Medians Roadway Lighting and Landscaping Improvements **BID NO: 2025-0324**

BID DATE: April 30, 2025 **DEPARTMENT: Capital Improvement**

ITEM NO.	Estimate Quantity	Unit of Measure	Description	Access Communications Group, LLC El Paso, TX Bidder 1 of 6		El Paso A.R.C. Electric, Inc. El Paso, TX Bidder 2 of 6		Jordan Foster Construction, LLC El Paso, TX Bidder 3 of 6		Martinez Bros. Contractors, LLC El Paso, TX Bidder 4 of 6		Spartan Construction of Texas, Inc. El Paso, TX Bidder 5 of 6		ZTEX Construction, Inc. El Paso, TX Bidder 6 of 6	
				Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total	Price (ONLY 2 DECIMALS)	Total
29	3	EA	Fused Disconnect and	$ 613.74	$ 1,841.22	$ 500.00	$ 1,500.00	$ 900.00	$ 2,700.00	$ 1,045.00	$ 3,135.00	$ 1,044.22	$ 3,132.66 Bidder's Price: $3.133.00	$ 1,020.50	$ 3,061.50
30	3	EA	Panelboard and	$ 820.42	$ 2,461.26	$ 2,500.00	$ 7,500.00	$ 2,500.00	$ 7,500.00	$ 1,375.00	$ 4,125.00	$ 2,900.62	$ 8,701.86 Bidder's Price: $8,702.00	$ 2,556.90	$ 7,670.70
31	19	EA	Road Illumination Assembly – Double Mast Arm and	$ 9,887.52	$ 187,862.88	$ 6,800.00	$ 129,200.00	$ 8,500.00	$ 161,500.00	$ 8,470.00	$ 160,930.00	$ 8,701.87	$ 165,335.53 Bidder's Price: $165.336.00	$ 8,511.40	$ 161,716.60
32	24	EA	Road Illumination Assembly – Single Mast Arm and	$ 7,662.16	$ 183,891.84	$ 5,800.00	$ 139,200.00	$ 7,000.00	$ 168,000.00	$ 7,040.00	$ 168,960.00	$ 6,961.50	$ 167.076.00 Bidder's Price: $167,076.00	$ 6,818.20	$ 163,636.80
			Subtotal Base Proposal V (Items 1-32)		**$ 2,144,096.53**		**$ 1,727,872.00**		**$ 2,074,170.25**		**$ 1,778,890.21**		**$ 1,849,959.67 Bidder's Price: $1,850.094.00**		**$ 1,995,860.68**
			Mobilization (NOT TO EXCEED 5%)		**$ 70,322.90**		**$ 77,500.00**		**$ 97,000.00**		**$ 88,944.51**		**$ 99,886.00**		**$ 69,900.00**
			Sumtotal Base Proposal V Plus Mobilization		**$ 2,214,419.43**		**$ 1,805,372.00**		**$ 2,171,170.25**		**$ 1,867,834.72**		**$ 1,949,845.67 Bidder's Price: $1,949,980.00**		**$ 2,065,760.68**
			Sum Total Base I, II, III, IV and V		**$ 9,399,698.09**		**$ 7,969,095.20**		**$ 9,297,781.75**		**$ 8,171,508.33**		**$ 8,108,324.03 Bidder's Price: $8,109,321.00**		**$ 8,659,304.33**
			Bid Bond	**YES**		**YES**		**YES**		**YES**		**YES**		**YES**	
			Amendments Acknowledged	**YES**		**YES**		**YES**		**YES**		**YES**		**YES**	

BIDS SOLICITED: 1,400 LOCAL BIDS SOLICITED: 620 BIDS RECEIVED: 6 LOCAL BIDS RECEIVED : 6 NO BID: 14

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: 6/16/2025

Online views for *2025-0324 Westside Medians Roadway Lighting & Landscape Improvements*			
No.	**Participant Name**	**City**	**State**
1	Spartan Construction of TX, Inc.	EL PASO	TX
2	El Paso A.R.C. Electric, Inc.	El Paso	TX
3	Access Communications Group, LLC	El Paso	TX
4	ZTEX Construction, Inc.	El Paso	TX
5	Martinez Bros. Contractors, LLC	El Paso	TX
6	Jordan Foster Construction, LLC	El Paso	TX
7	Zeraus Iluminacion	El Paso	TX
8	Playground Solutions of Texas, Inc.	Southlake	TX
9	Rexcel Coatings Corporation	El Paso	TX
10	EcoBrite Services (EcoBrite Services, LLC)	Lehi	UT
11	Buildtech Automation Inc LLC	El Paso	TX
12	Sunsational Solutions (Ten Twenty-Four Industries, LLC.)	Austin	TX
13	R&R Universal Solutions	Cutler Bay	FL
14	Electrical Power Products, Inc.	Des Moines	IA
15	Complete Supply Inc	Farmers Branch	TX
16	ChemGiant llc	Anthony, TX	TX
17	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
18	Filterbuy Incorporated	Talladega	AL
19	Delegard Tool of Texas	Houston	TX
20	American Linen & Uniform Supply (American Linen Supply of New Mexico Inc)	Las Cruces	NM
21	Alejandro Motta (Tri-State Electric)	Vinton	TX
22	Alon Brands, Inc.	Brentwood	TN
23	Amtek USA, Austin	Houston	TX
24	Border Demolition & Environmental, Inc.	El Paso	TX
25	Caballero Electric Co	El Paso	TX
26	ConstructConnect	Cincinnati	OH
27	Construction Reporter	Albuquerque	NM
28	Dantek Systems	El Paso	TX
29	Electric United International	El paso	TX
30	Hawk Construction	El Paso	TX
31	Horizone Construction 1 LTD	El Paso	TX
32	IECON Inc	Houston	TX
33	International Eagle Enterprises	El Paso	TX
34	Longhorn Distributing (Loren Hodges & Son's Inc.)	El Paso	TX
35	Longhorn Electrical Services, Inc.	El Paso	TX
36	North America Procurement Council Inc., PBC	Grand Junction	CO
37	Octavias Group LLC (Paris O. Davidson)	El Paso	TX
38	Optimized Welding Services, LLC	El Paso	TX
39	Solar Electric Power Company	Stuart	FL
40	TECHLINE INC	NEW BRAUNFELS	TX
41	The PlanIt Room	El Paso	TX
42	Victoriano Construction and Project Management Inc	El Paso	TX
43	Zayza Irrigation & Landscape Inc	El Paso County	TX

File #: 25-1231, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Economic and International Development, Bill Allen, (915) 212-0094
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 that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and RFD Beaufort, Inc., to further the municipal purpose of promoting economic development in the City, in support of the Development located at 12120 Ester Lama Dr, El Paso, Texas 79936 and as more particularly described and depicted on Exhibit A and A-1 of the Agreement. The City shall provide economic incentives not to exceed $151,074 in the form of Construction Materials Sales Tax Rebate, Development and Building Fee Rebate, Property Tax Rebate, and a Skills Training Grant.

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

DEPARTMENT: Economic & International Development

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE: 10/14/25

CONTACT PERSON NAME: Bill Allen **PHONE NUMBER:** 1-915-212-0094

2nd CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 1-915-212-0094

DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL:

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

SUBGOAL:

Goal 1.1 Stabilize and Expand El Paso's Tax Base

SUBJECT:

Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso and RFD Beaufort, Inc., to further the municipal purpose of promoting economic development in the City, in support of the Development located at 12120 Esther Lama Dr, El Paso, Texas 79936 and as more particularly described and depicted on Exhibit A and A-1 of the Agreement. The City shall provide economic incentives not to exceed $151,074 in the form of Construction Materials Sales Tax Rebate, Development and Building Fee Rebate, Property Tax Rebate, and a Skills Training Grant.

BACKGROUND / DISCUSSION:

RFD Beaufort will invest $ 3,027,000.00 to develop the property located at 12120 Esther Lama, El Paso, TX 79936. As consideration, the City will provide performance-based economic incentives not to exceed $151,074 in the form of:
1. 10 annual property tax rebates of $ 95,642.00 in accordance with the terms and provisions of this Agreement.
2. A one-time development and Building fee rebate, capped at $10,000 in accordance with the terms and provisions of this Agreement.
3. A one-time rebate on the one-percent sales and use tax revenue received by the City as a result of construction materials sales made in connection with development of the project, capped at $ 5,432 in accordance with the terms and provisions of this Agreement.
4. A Skills Training Grant not to exceed $ 40,000.00 in accordance with the terms and provisions of this Agreement.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

General Fund - 2323 Incentives
Auxiliary Fund - Skill Training Grant

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NONE

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

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

REVISED
9:40 am, Sep 29, 2025

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program ("Agreement") by and between the City of El Paso ("City") and RFD Beaufort, Inc., ("Applicant"), to further the municipal purpose of promoting economic development in the City, in support of the Development located at 12120 Esther Lama Dr, El Paso, Texas 79936 and as more particularly described and depicted on *Exhibit A* and *A-1* of the Agreement. The City shall provide economic incentives not to exceed $151,074 in the form of Construction Materials Sales Tax Rebate, Development and Building Fee Rebate, Property Tax Rebate, and a Skills Training Grant.

APPROVED is _____ 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:

_____
Karina Brasgalla, Director
Economic & International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement ("Agreement") is made this ____ day of _____, 20___ ("**Effective Date**") between the **CITY OF EL PASO, TEXAS** a Texas home-rule municipal corporation, (the "**City**") and **RFD Beaufort, Inc., a Delaware Corporation,** ("**Applicant**"), for the purposes and considerations stated below. The City and Applicant may hereinafter be collectively referred to as the *Parties* and individually as the *Party*.

WHEREAS, Article 3, Section 52A, Texas Constitution, authorizes the Legislature to enable cities to implement programs for the public purposes of economic development under which cities and counties may provide financial incentives for the purposes of stimulating local economic development and business and commercial activity in the City; and

WHEREAS, Section 380.001, Texas Local Government Code ("Chapter 380"), authorizes the City Council of the City to establish and provide for the administration of one or more programs in order to stimulate business and commercial activity in the City including, but not limited to, programs for (i) making loans and grants of public money to promote local economic development, (ii) accepting contributions, gifts and other resources to develop and administer a program; and

WHEREAS, the City has established an economic development program and, pursuant to Chapter 380, is authorized to provide loans or grants of public funds as a governmental function to promote economic development, including the creation and retention of jobs, stimulating of business and commercial activity, and expansion of the tax base within the City of El Paso and surrounding region; and

WHEREAS, the City wishes to provide incentives to the Applicant, pursuant to Chapter 380, for the construction of a development located on the real property at *12120 Esther Lama Dr,, El Paso, Texas, 79936* more fully described below and in *Exhibit A* and *A-1* attached hereto (the "Development"), and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the municipal purpose of promoting local economic development and enhancing business and commercial activity within the City and region; and

WHEREAS, the Development will likely encourage increased economic development within the City and region, provide increases in the City's property tax revenues, and improve the City's ability to provide for the health, safety and welfare of the general public within and around of El Paso, Texas; and

WHEREAS, the City finds that this Agreement embodies an eligible *program* and promotes economic development within and around the El Paso, Texas, and, as such, meets the

requirements under Chapter 380 of the Texas Local Government Code and further is in the best interests of the City.

NOW, THEREFORE, for and in consideration of the above recitals and the terms and conditions set forth below, the mutual benefits and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

A. **Ad Valorem Taxes.** The term *Ad Valorem Taxes* means with respect to any property tax year, all ad valorem property taxes collected by the City on the Eligible Property for that tax year. For purposes of this Agreement, Ad Valorem Taxes collected by the City shall not include penalties, interest, or attorney's fees.

B. **Affiliate.** The term *Affiliate* means of any person or entity identified in this Agreement means 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 50% or more of the voting securities 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, by contract or otherwise, and the terms *controlling* and *controlled* have meanings correlative to the foregoing control as herein defined.

C. **Agreement.** The term *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibits attached and incorporated herein by reference.

D. **Applicant.** The term *Applicant* means RFD Beaufort, Inc.

E. **Base Year Value.** The term *Base Year Value* shall mean the value of the real and personal property on the tax rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value is executed. For the purposes of this agreement, the Base Year Value for Real Property is *$8,186,964.*

F. **Construction Materials Sales Tax Rebate.** The term *Construction Materials Sales Tax Rebate* shall mean a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The determination of whether a particular receipt or transaction qualifies for Sales and Use Tax eligibility shall be based on the criteria established under Chapter

321 of the Texas Tax Code. All receipts or transactions submitted for rebate consideration must comply with these criteria and shall be collectively evaluated by the City for rebate eligibility. The Construction Materials Sales Rebate shall not exceed *$5,432*.

G. **Development.** The term *Development* means the development of a manufacturing facility located at *12120 Esther Lama Dr, El Paso Texas, 79936* and as more fully described on *Exhibit A* and *A-1*, which is attached and incorporated herein for all purposes.

H. **Development and Building Fee Rebate.** The term *Development and Building Fee Rebate* means a one-time 100% rebate of certain development fees, the rebate shall not exceed *$10,000*. The Development and Building Fee Rebate shall be limited to the lesser of: (i) the development and building fee costs associated with the construction of the Development or (ii) the Development and Building Fee Rebate Cap. Under no circumstances shall the City rebate reinspection and other building and inspection penalty fees associated with the development and construction of the Development.

I. **Effective Date.** The term *Effective Date* means the date the El Paso City Council approves the Agreement.

J. **Full-Time Employment.** The term *Full-Time Employment* means a job in El Paso that:

1. Is created and/or retained by the Applicant, where the employee is on active status and on the payroll of the Applicant on the last day of the reporting year;

2. In which the employee must work an average of at least 35 hours per week or more, calculated by dividing the total hours worked by the number of weeks worked (Total Hours ÷ Weeks Worked ≥ 35); and

3. Has the opportunity to participate in all the Applicant's employee benefits programs, including company-paid health insurance (employee must not be required to pay more than 50% of the health insurance premium) with such jobs being located at the Development, within the City of El Paso, Texas.

4. These requirements are more completely described in *Exhibit B*, which is attached hereto and incorporated herein for all purposes.

K. **Grant.** The term Grant means each annual payment to the Applicant under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Development and Building Fee Rebate; and (iii) Property Tax Rebate. For purposes of this Agreement, the aggregate Grant payments will not exceed *$151,074*.

L. **Grant Submittal Package.** The term *Grant Submittal Package* means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in *Exhibit C*, which is attached hereto and incorporated herein for all purposes.

M. **Landlord.** The term *Landlord* shall mean Applicant's landlord under the lease for the Development and any subsidiary of Applicant's landlord or any entity affiliated with Applicant's landlord.

N. **Minimum Appraisal Value.** The term *Minimum Appraisal Value* means the valuation of the Real and Personal Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is *$10,007,464.* Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.

O. **Minimum Investment.** The term *Minimum Investment* means costs totaling at least *$3,027,000* that the Applicant incurs directly, contracts out to third parties, self-performs, or causes its Landlord to incur as Qualified Expenditures for the Development.

P. **Municipal Purpose.** The term *Municipal Purpose* shall mean or otherwise include one or more of the following:

(i) the funding of maintenance and operations expenditures of the City; and

(ii) the funding of debt service on lawfully incurred obligations of the City; and

(iii) the funding of any economic development grants or performance, incentive, or tax sharing agreements made in compliance with Chapter 380 of the Texas Local Government Code or other applicable law; or

(iv) any capital improvement project or other lawful municipal purpose authorized under Texas law that the City otherwise determines is necessary and appropriate.

Q. **Personal Property Base Year Value.** The term *Personal Property Base Year Value* means the value of the non-inventory, personal property on the El Paso Central Appraisal District rolls as of January 1st of the year in which this Agreement is executed with respect to the Development. However, under no circumstances shall the Personal Property Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purposes of this Agreement, this amount *$736,964.*

R. **Program.** The term *Program* means the economic development program established in accordance with the Chapter 380 Economic Development Policy pursuant to the Act designed to promote local economic development and stimulate business and commercial activity within the City.

S. **Project.** The term *Project* means Applicant's planned construction of substantial improvements to real property within the City.

T. **Property Tax Rebate.** The term *Property Tax Rebate* means a rebate of the City's portion of the incremental ad valorem Real and Personal property tax revenue generated by the Development above the Base Year Value for the Development for the given tax year during the Grant Period and as described in *Exhibit D* attached hereto. The Grant Payments shall not exceed the lesser of (i) *70%* of the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Development above the Base Year Value for the Development for the given tax year during the Grant Period or (ii) up to a *maximum amount* of *$95,642* (whichever comes first) during the Grant Period.

U. **Qualified Expenditures.** The term *Qualified Expenditures* means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.

V. **Real Property Base Year Value.** The term *Real Property Base Year Value* means the value of the real property on the El Paso Central Appraisal District rolls as of January 1st of the year in which this Agreement is executed with respect to the Development. However, under no circumstances shall the Real Property Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value. For the purpose of this Agreement this amount is Choose an item. *$7,450,000.*

W. **Skills Training Grant.** The term *Skills Training Grant* means a reimbursement from the City in an aggregate amount of *$40,000* to be disbursed in annual payments as outlined in Section 4(D) for 5 years after December 31, 2026 for costs associated with training materials, training equipment, monthly training classes, and certifications. This Grant is payable from the City's Impact Fund account derived from the franchise fee paid to the City pursuant to the Franchise Agreement adopted by Ordinance No. 017460. *(amended by Ordinance 018772)*

SECTION 2. TERM AND GRANT PERIOD.

The term of this Agreement shall be the lesser of: (i) the lease term (including any renewals) relating to the Development to be located at the Development property; (ii) *12* years from the Effective Date of the Agreement; (iii) the full payment of the Grant by the City to the Applicant, as limited by the Agreement; (iv) termination of the Agreement as otherwise provided by said agreement; or (v) termination by mutual consent of the Parties in writing ("Term").

The Effective Date of the Agreement shall be the date upon which City Council approves the Agreement. However, the Applicant's eligibility for Grant payments shall be limited to *10* consecutive years (the "Grant Period") within the term of the Agreement. The Grant Period shall begin with the first year being the first tax year that begins after: (i) the issuance of the certificate of occupancy for the Development (triggered by the Grant Submittal Date); and (ii) the Applicant meets all Full-time Employment job requirements as described in *Exhibit B*.

SECTION 3. OBLIGATIONS OF APPLICANT.

DEVELOPMENT

A. The Applicant agrees to renovate, at its sole cost, the Project. Applicant must obtain the building permits for the Project within *12* months from the Effective Date of this Agreement. ED Director may administratively extend this period.

B. By January 31, 2027, the Applicant shall submit documentation to the City to verify the qualifying expenses for improvements or new construction and Minimum Investment associated with the completion of the Project and a Certificate of Occupancy for the Development. ED Director may administratively extend this period.

C. The Applicant agrees that it shall make or cause to be made, at its sole cost and expense or the expense of third parties, Minimum Investment of *$3,027,000* associated with this Project.

D. The Applicant agrees that the Project shall not include the demolition of buildings with a historic overlay that are deemed historic or contributing at the time of the execution of this agreement, unless specifically approved by El Paso City Council.

E. **Compliance with Tax Payment(s) Due.** Applicant or its Landlord shall pay by January 31 of each year all of the real and business personal ad valorem taxes due to for the previous tax year on the Development and any other property owned by the Applicant within the City.

F. **Minimum Appraised Value.** The Parties agree that the taxable value of the Development, after completion of all construction and improvements, will have an assessed land *Base Year Value* of *$7,450,000* for *Property ID 223159,* located at *12120 Esther Lama Dr, El Paso, Texas 79936*. It is the intent of the Parties that the assessed value of the Development on the tax rolls shall have a *Minimum Appraised Value* of *$8,656,950* including the Base Year Value (cumulatively the *Minimum Value*) during the term of the Agreement and after the completion of the Development. Applicant and its Landlord shall have the right to contest the appraised value of the Development as provided by law, however, Applicant covenants and agrees that during the term of this Agreement, it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District to the extent such challenge would reduce the assessed value below the Minimum Value. Any such action will be deemed an Event of Default. The Minimum Appraised Value should in no way be interpreted to affect the values set by the El Paso Central Appraisal District for tax purposes. Upon the termination of this Agreement, Company agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.

A. EMPLOYMENT POSITIONS

1. Applicant agrees that it shall create, staff, and maintain at least *210* Full-Time Employment positions as described in *Exhibit B* by *December 31, 2030,* and shall maintain the Full-Time Employment positions for the Development through the entire Grant Period of the Agreement. Applicant agrees that it shall retain a workforce at *12120 Esther Lama Dr, El Paso, TX 79936,* which the Parties agree currently represents the equivalent of a minimum *140* Full-Time Employment positions. The Parties agree that Full-Time Employment positions shall be considered *created* if they are above the total number of Full-Time Employment positions with Applicant's operations in the City at the time this Agreement is executed (the "Threshold"). The Parties agree that the Threshold shall be equal to 140 Full-Time Employment positions.

2. Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to Applicant's employment records and books, and other records that are related to the economic development agreement considerations and incentives described herein, to verify employment records and any other records related to the City's economic development considerations and incentives provided herein. In order to protect these records, the City shall maintain the confidentiality of such records in accordance with and subject to commercially reasonable practices and all applicable laws.

B. GRANT SUBMITTAL PACKAGE

1. The Applicant shall annually submit one *Grant Submittal Package* which shall be in the form provided in *Exhibit C,* together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on *January 31, 2027* or within 30 business days after this date, or unless otherwise agreed by the City and Applicant in writing that the Grant Submittal Package will occur at an agreed upon date after the initial due date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after January 31st of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Applicant to receive a Grant payment for that Grant year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph may be considered as a waiver by the Applicant to receive a Grant payment for that Grant year.

2. Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.

3. The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF CITY.

1. During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

A. The City agrees to provide a *Construction Materials Sales Tax Rebate* not to exceed *$5,432* in accordance with the terms and provisions of this Agreement.

B. The City agrees to provide a *Development and Building Fee Rebate* not to exceed *$10,000* in accordance with the terms and provisions of this Agreement.

C. The City agrees to provide a *Property Tax Rebate* not to exceed *$95,642* in accordance with the terms and provisions of this Agreement.

D. The City agrees to provide a *Skills Training Grant* not to exceed *$40,000* in accordance with the terms and provisions of this Agreement.

E. The City will process any eligible Grant payment within *90 days* after receipt of the Applicant's Annual Grant Submittal Package.

SECTION 5. EVENTS OF DEFAULT.

Each of the following shall constitute an Event of Default under this Agreement:

A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.

B. **Failure to Maintain Development and Job Requirements.** Applicant's failure or refusal to operate the Development and maintain the Full-Time Employment requirements pursuant to this Agreement throughout its Term, and Applicant's failure or refusal to cure such breach in the time and manner provided in Subsection H, shall be deemed and Event of Default. In the event this Agreement is terminated pursuant to this Section 5B, all Grant Payments previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination

C. **False Statements.** In the event the Applicant provides any written warranty, representation or statement under this Agreement or any related document that is false or misleading in any material respect, either now or at the time made or furnished, and Applicant fails to cure such breach in the time and manner provided in Subsection H, such action or omission shall be deemed an Event of Default. Further, if Applicant obtains actual knowledge that any previously provided warranty, representation or statement has become materially false or misleading after the time it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such warranty, representation, or statement within the period specified in Subsection H, such action or omission shall be deemed an Event of Default.

D. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant's operations, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against

Applicant shall all be deemed an Event of Default; provided, however, that in the case of involuntary proceedings, if such proceedings are discharged within the period specified in Subsection H, no Event of Default shall be deemed to have occurred.

E. **Construction of Development.** Applicant's failure to comply with its construction obligations set forth in this Agreement and Applicant's failure to cure such breach in the time and manner provided in Subsection H shall be deemed an Event of Default, except to the extent such failure is caused by any act or omission of the City.

F. **Property Taxes.** In the event Applicant allows any property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure breach in the time and manner provided in Subsection H, such act or omission shall be deemed and Event of Default; provided, however, that Applicant shall have the right to contest the appraised value of the Development subject to the restrictions noted herein.

G. **Other Defaults.** Failure of Applicant or the City to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement or in any related documents, and the failure to cure such breach in the time and manner provided in Subsection H, shall be deemed an Event of Default.

H. **Notice and Cure.** In the event of any alleged breach or default under this Agreement, the non-defaulting party shall provide written notice ("Notice") to the defaulting party describing the nature of the breach or default. The defaulting party shall have a period of 60 days from receipt of Notice to cure the breach or default (the "Cure Period"), except that defaults related to false statements or delinquent property taxes must be cured within 30 days, and defaults relating to construction obligations must be cured within 90 days. If the breach or default cannot be cured within the applicable Cure Period, no Event of Default shall be deemed to have occurred so long as the defaulting party commences the cure within the applicable Cure Period and continuously and in good faith pursues such cure to completion. If the defaulting party fails to cure the breach or default within the applicable Cure Period, the non-defaulting party may terminate this Agreement upon written notice and shall be entitled to exercise any and all rights and remedies available under this Agreement, at law, or in equity, including the right to recapture any Grant Payments previously made by the City, and the City's obligations under this Agreement shall thereupon terminate.

I. **Liability.** In no event will either party be liable to the other party for any indirect, special, punitive, exemplary, incidental, or consequential damages. In no event shall the liability of either party exceed the value of Grant payments issued hereunder. This limitation will apply regardless of whether or not the other party has been advised of the possibility of such damages.

SECTION 6. RECAPTURE.

Should the Applicant default under *Section 5* 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 Grants provided pursuant to this Agreement be recaptured and repaid by the

Applicant 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 Applicant's risk profile, and any other factors deemed relevant by the City.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement for convenience and without the requirement of an Event of Default by Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical, or illegal, including any case law holding that a Chapter 380 Economic Development Agreement, such as this Agreement, is an unconstitutional debt.

SECTION 8. GENERAL PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both Parties.

B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

C. **Assignment of Applicant's Rights.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant proceeds without the City's prior written consent. Any 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 Applicant to cure.

D. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer within 30 business days of the Applicant's knowledge of effectiveness of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an Event of Default.

E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.

F. **Completion of Development.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state, and local laws and regulations.

G. **Compliance with the Law.** The Parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.

H. **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 Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.

I. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

J. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than 120 days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.

K. **Execution of Agreement.** The El Paso City Council has authorized the City Manager to execute this Agreement on behalf of the City.

L. **Filing.** The City shall promptly file this Agreement with the Texas State Comptroller in accordance with Section 380.004 of the Texas Local Government Code.

M. **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.

N. **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.

O. **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. Applicant shall provide all required invoices and other required documentation to City electronically at the following address: *EDcompliance@elpasotexas.gov.*

Applicant:	RFD Beaufort, Inc. ATTN: John Himes 1212O Esther Lama Dr. El Paso, TX 79936
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

P. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising; provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

Q. **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.

R. **Termination or Expiration.** Upon termination or expiration of the Term of this Agreement, Applicant or its assigns agree that the Agreement, or the values contained herein will be used to contest appraisal values or in the determination of the market value of the Development; and

the economic development incentives established in the Agreement between the Parties shall not be considered in valuating the property for tax purposes.

S. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

(***Signatures Begin on the Following Page***)

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 20___.

CITY OF EL PASO, TEXAS:

_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Karina Brasgalla, Director
Economic and International Development

ACKNOWLEDGMENT

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, Texas** (City).

_____
Notary Public, State of Texas

My Commission Expires:

_____

(Signatures Continue on the Following Page)

APPLICANT: RFD Beaufort, Inc., a Delaware Corporation,

By: _____
Name: John Himes
Title: General Manager LBT

ACKNOWLEDGMENT

STATE OF Virginia §
§
COUNTY OF Virginia Beach §

This instrument was acknowledged before me on the 24th day of September, 2025 by John Himes, General Manager LBT of **RFD Beaufort, Inc., A Delaware Corporation** (Applicant).

Mary M Selph #7528890
Notary Public, State of Virginia

My Commission Expires:

August 31, 2028

MARY M SELPH
NOTARY PUBLIC
REGISTRATION # 7528890
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 08/31/2028

EXHIBIT A

[DEVELOPMENT]

EXHIBIT A-1

[PROJECT DESCRIPTION AND RENEDERING]

EXHIBIT B

[Employment Requirements & Grant Payment Eligibility]

SECTION 1. MINIMUM JOB CREATION AND RETENTION REQUIREMENTS.

In order to be eligible for any Grant Payments, Applicant is required to retain its current 140 full-time equivalent jobs and create and maintain a minimum of 70 additional jobs that comply with the Full-Time Employment requirements of this Agreement by December 31, 2030.

The parties agree that Full-Time Employment positions shall be considered *created* if they are above the total number of Full-Time Employment positions with Applicant's operations in the City at the time this Agreement is executed (the "Threshold"). The parties agree that the *Threshold shall be equal to 140* Full-Time Employment positions.

Jobs	Year 1	Year 2	Year 3	Year 4	Year 5
Retained	140	155	170	180	195
New	15	15	10	15	15
Total	155	170	180	195	210

SECTION 3. ELIGIBILITY FOR GRANT PAYMENTS.

The Applicant's eligibility for Grant Payments and any subsequent Grant Payments made by the City to the Applicant shall be determined pursuant to and in accordance with the following:

A. Grant Payments shall be made equivalent to at least *70%* the total value of the City's portion of the incremental ad valorem property tax revenue generated by the Project above the Base Year Value for the Project for the given tax year during the Grant Period, upon the Applicant's certification that at least *90%* of the created and available Full-Time Employment positions required herein for which wages are at or above *90%* of the Median Area Wage for the year covered by the Grant Submittal Package.

B. Should applicant fail to meet all requirements, payment for that year is waived.

SECTION 4. MEDIAN COUNTY WAGE.

For purposes of this Agreement, the Median Area Wage is the median hourly wage established for the El Paso, Texas Metropolitan Area by the U.S. Bureau of Labor Statistics, as adjusted on January 1 of each year. However, in no event shall the applicable Median Area Wage used for determination of Grant payment eligibility be less than the Median Area Wage established for the corresponding year of the Grant Submittal Package.

EXHIBIT C

[Grant Submittal Package Form]

APPLICANT believes that it has substantially met its obligations under the Chapter 380 Agreement dated the ____ day of _____, 20___ and signed by _____ of **APPLICANT** Pursuant to the Agreement, **APPLICANT** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted.

1. **[DUE WITHIN 12 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits

2. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of certificate of occupancy

3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified,
    a. Stamped *PAID* invoices
    b. Copies of checks proving payment – corresponding to paid invoices
    c. Receipts for purchase of construction materials (must show amount of taxes paid)
    d. Bank statements (in the event a transaction was paid with credit or debit card)
    e. Contractor pays applications, notarized with lien releases

4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the *Construction Materials Sales Tax Rebate*;

5. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development and building fees paid as a result of the Development;

6. Job Certification Annual report plus attachment(s) as referenced in section 3(B)(1) of the Agreement;

7. Documentation showing proof of health insurance coverage were company pays a minimum of 50% of employee premium.

8. Property tax payment receipts showing proof of payment for tax year.

9. Other necessary documents as requested by the City of El Paso.

It is understood by *RFD Beaufort, Inc.* that the City of El Paso has up to *90 days* to process this request and reserves the right to deny the Grant claim if the terms of the Agreement have not been complied with. A Complete Submittal includes all documents listed on the Grant Submittal Package Form and other necessary documents as determined by the City;

APPLICANT FULL NAME:

By: _____
Name: John Himes_____
Title: General Manager LBT _____

ACKNOWLEDGMENT

STATE OF _____§
§
COUNTY OF _____§

This instrument was acknowledged before me on the ____ day of _____, 20___, by _____, as _____ (title) of RFD Beaufort, Inc.

_____
Notary Public, State of _____

My Commission Expires:
_____

EXHIBIT D

Term	Rebate Percentage
10 years	70%

File #: 25-1251, **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

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 Mayor to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso (the "City") and the El Paso Downtown Management District (the "District") to increase the efficiency and effectiveness of each party in its provision of services to preserve, maintain and enhance the economic health and vitality of the downtown El Paso area. The Agreement includes a five-year term with one-year extension options subject to City Council approval.

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

REVISED
7:42 am, Oct 06, 2025

DEPARTMENT: Economic Development

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Karina Brasgalla

PHONE NUMBER: 915-212-0094

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:

No. 1 Create an Environment Conductive to Strong, Sustainable, Economic Development

SUBGOAL:

SUBJECT:

Discussion and action on a Resolution authorizing the Mayor to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso (the "City") and the El Paso Downtown Management District (the "District") to increase the efficiency and effectiveness of each party in its provision of services to preserve, maintain and enhance the economic health and vitality of the downtown El Paso area. The Agreement includes a five-year term with one-year extension options subject to City Council approval.

BACKGROUND / DISCUSSION:

Under this Agreement, authorized by Chapters 375 and 791 of the Texas Codes, the DMD will provide services that complement City efforts to promote commercial development and business activity in downtown El Paso, including: 1) sanitation services; 2) downtown special event permitting; 3) wayfinding kiosk and content management; 4) downtown street banner content management; 5) bike rack accessibility program; 5) commercial façade improvement program; 6) business recruitment, retention and expansion partnership; and 6) other public outreach and marketing services on an as needed basis.
This renews the Interlocal Agreement with all services for an additional 5 years as well as: 1) Increasing TIRZ #5 Fund annual allocation to Façade Grant Programs to $150,000 in order to support increased grant caps and additional grant programs; 2) Increasing reimbursement for Special Events Downtown to $750/ permitted event; 3) adjusting City participation in Sanitation Services to only cover "Group A"services

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

In February 2011, the City and District entered into an Interlocal Agreement for the provision of supplemental sanitation services. Through the term of the agreement, several amendments were adopted expanding the partnership and scope of services provided.
In November 2011, the City and District entered into an Interlocal Agreement for the establishment of the Commercial Façade Improvement Program wherein the District would serve as program administrator.
In February 2016, the Interlocals were terminated and combined into a single agreement.
On September 29, 2020 the City and District entered into an Interlocal Agreement for a term of 5 years.

AMOUNT AND SOURCE OF FUNDING:

- Sanitation Services: Environmental Fee
- Special Event Permitting: Incentives Fund
- Commercial Façade Improvement Program: TIRZ 5

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
7:42 am, Oct 06, 2025

RESOLUTION

That the Mayor is hereby authorized to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso (the "City") and the El Paso Downtown Management District (the "District") to increase the efficiency and effectiveness of each party in its provision of services to preserve, maintain and enhance the economic health and vitality of the downtown El Paso area.

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

STATE OF TEXAS **§** **INTERLOCAL AGREEMENT**

§

COUNTY OF EL PASO **§**

This **Interlocal Agreement** ("Agreement") is entered into by and between the **City of El Paso, Texas** (the "City"), a home-rule municipal corporation in the State of Texas situated in El Paso County, acting by and through its governing body, the City Council ("City Council"), and the **El Paso Downtown Management District** (the "District"), a municipal management district and political subdivision of the State of Texas organized under Chapter 375 of the Texas Local Government Code and legally created by order of the Texas Natural Resources Conservation Commission on March 10, 1997, acting by and through its Board of Directors ("District Board"). The City and the District are sometimes referred to in this Agreement collectively as "Parties" and individually as "Party."

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments and political subdivisions, including the City and the District, to contract with each other to perform governmental functions and services; and

WHEREAS, Section 375.092(i) of the Texas Local Government Code expressly authorizes municipal management districts to enter into agreements with other public entities, including municipalities; and

WHEREAS, in accordance with Section 375.001(h), the District desires to implement activities to preserve, maintain and enhance the economic health and vitality of the downtown El Paso area; and

WHEREAS, in accordance with Section 375.001(c) and (g), the District desires to supplement certain sanitation services within the downtown El Paso area to promote the health, safety, and general welfare of residents, employers, employees, and consumers in the District and the general public; and

WHEREAS, the City and the District believe that a cooperative agreement between the Parties will provide a mutual benefit to both entities and serve the governmental purpose of stimulating commercial development and business activity in the downtown El Paso area; and

WHEREAS, the City and the District have the authority to enter into this Agreement and have each entered into this Agreement by the action of its respective governing body in the appropriate manner prescribed by law; and

WHEREAS, the Parties specify that any Party paying for the performance of said governmental functions shall make those payments from current revenues available to the paying Party; and

WHEREAS, the Parties wish to enter into this Agreement which increases the efficiency and effectiveness of each Party in its provision of services to preserve, maintain and enhance the economic health and vitality of the downtown El Paso area.

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, the Parties agree as follows:

ARTICLE 1. AGREEMENT PURPOSE

1.1. **Purpose.** The purpose of this Agreement is to define the responsibilities of the City or the District as they relate to the joint provision of sanitation, marketing, event attraction and promotion, and economic and commercial development services within Downtown El Paso to stimulate commercial development and business activity and promote accessibility and consumer traffic within the Service Area.

ARTICLE II. EFFECTIVE DATE AND TERM

2.1. **Effective Date.** The Effective Date of this Agreement shall be October 14, 2025, the date of approval by City Council. Notwithstanding the foregoing, compensation shall be authorized for services performed from October 1, 2025, through October 14, 2025.

2.2. **Term.** The Term of this Agreement shall commence on the Effective Date and end on whichever of the following occurs first: (i) September 30, 2030; (ii) the date the District is dissolved; or (iii) the date this Agreement is terminated as provided in Article XXI. This Agreement may be extended for additional one-year terms beyond the initial term upon mutual agreement of both Parties. Any extensions shall be authorized by the City Council, evidenced by a duly authorized resolution, on an annual basis. In the event the District is dissolved prior to the end of this Agreement, this Agreement shall automatically terminate without any action by either Party.

ARTICLE III. DEFINITIONS

3.1. **Agreement** means this Interlocal Agreement entered into between the City of El Paso, Texas (the "City"), a home-rule municipal corporation in the State of Texas situated in El Paso County and the El Paso Downtown Management District (the "District"), a municipal management district and political subdivision of the State of Texas organized under Chapter 375 of the Texas Local Government Code.

3.2. **Annual Report** means the report due to the City from the District detailing its performance of activities under this Agreement and its performance related to key performance indicators identified in **Exhibit A** attached and incorporated herein. Such Annual Report shall be due to the City on or about every month of October following the Effective Date of this Agreement.

3.3. **Bike Racks** means bicycle parking facilities located on the Public Right-of-Way in accordance with applicable City Regulations.

3.4. **Business Retention and Expansion Program** (or "BRE Program") means the partnership undertaken by the Parties to establish a program within the Service Area that serves to assist in the

retention of existing businesses; facilitates business growth and expansion; enhances the business climate; and strengthens community partnerships with businesses.

3.5. **City** means the City of El Paso, Texas, a home-rule municipal corporation in the State of Texas situated in El Paso County.

3.6. **City Code** means the City's Code of Ordinances, as may be amended from time-to-time.

3.7. **City Council** means the governing body of the City.

3.8. **Critical Corridors** means high traffic corridors where significant public and/or private investment has been made, and include: sidewalks within Public Right-of-Ways adjacent to San Jacinto Plaza, W. Mills Ave. and Trost Ct. between N. Oregon St. and S. Santa Fe St., and S. El Paso St. between the intersection of W. Mills Ave. and Trost Ct. and E. 6th Ave. and as further identified and incorporated herein the attached **Exhibit B**.

3.9. **City Regulations** means all applicable ordinances, rules and regulations of the City including, but not limited to, the City Code and the rules and regulations of the State of Texas, its agencies and other political subdivisions and governmental entities, if any, having jurisdiction over the Service Area.

3.10. **Disposal Location** means the Delta Transfer Station located at 4200 Delta, El Paso, Texas 79905 when disposal occurs Tuesday through Friday from 8 am to 5 pm and Saturday from 8 am to 4 pm; or two roll-off containers located at the Delta Corral when disposal occurs Sunday, Monday or hours other than those identified for disposal at the Delta Transfer Station. The Disposal Location shall be provided by the City at no cost to the District.

3.11. **District** means the El Paso Downtown Management District, a municipal management district and political subdivision of the State of Texas organized under Chapter 375 of the Texas Local Government Code.

3.12. **District Board** means the governing body of the District.

3.13. **Downtown Content Management Area** means the area where the District shall serve as the lead entity responsible for Wayfinding Kiosk and Street Banner content, as further identified and incorporated herein in the attached **Exhibit C**.

3.14. **Effective Date** has the meaning found in Section 2.1 of this Agreement.

3.15. **Group A sanitation services** are services traditionally provided by the City. Group A Services include: pedestrian trash can abatement; illegal dumping, graffiti abatement from public assets; public asset power washing; minor maintenance of public assets; and City event cleanup.

3.16. **Group B sanitation services** The City is not currently participating in the funding of Group B Sanitation Services; however, the City may consider future funding if resources become available. Group B Services include: sidewalk and alley litter abatement; sidewalk power washing -critical corridors and high traffic areas quarterly; high traffic pedestrian trashcan abatement – critical corridors and high traffic areas twice daily and as needed; gum removal – critical corridors are priority; and weed abatement.

3.17. **Program Area** means the area in which businesses and properties are eligible for participation in the Downtown Grant Programs, as further identified and incorporated herein in the attached **Exhibit D**.

3.18. **Public Assets** means the City-owned street furniture, benches, drinking fountains, fountains, public art, street planters, trash receptacles, recycling receptacles, parklets, other public streetscape improvements, pedestrian lighting, signage, equipment and signal cabinets, kiosks, and other related improvements in the public right-of-ways and parks.

3.19. **Public Right-of-Way** means any street, sidewalk, alley and/or easement dedicated to the public use, as further defined by the City Code.

3.20. **Service Area** is the area where the District shall provide certain services specified in this Agreement, as further identified and incorporated herein in the attached **Exhibit E.**

3.21. **Special Event** means any bazaar, block party, street dance, sidewalk sale, show, exhibition, festival, concert, celebration, or other event that requires the full or partial closure or occupation of a Public Right-of-Way and is not classified as a film-making event, temporary event, picket, demonstration, parade, public assembly, or private property event as defined by the City Code.

3.22. **Downtown Grant Programs** or "Programs" means the programs administered by the District and generally intended to provide matching grant funds to facilitate the improvement, rehabilitation and investment of privately owned buildings located in the Program Area.

3.23. **Street Banner** means a Public Asset and decorative outdoor informational display fastened to a City-owned street light or utility pole located in the Public Right-of-Way.

3.24. **Term** has the meaning found in Section 2.2 of this Agreement.

3.25. **Wayfinding Kiosk** means a Public Asset and small structure located on the sidewalk portion of the Public Right-of-Way intended to provide information and help pedestrians and/or bicycle traffic navigate downtown El Paso.

ARTICLE IV. SANITATION SERVICES

4.1. **Purpose and District Responsibilities.** The District shall provide, either directly or through a subcontractor, certain sanitation services within the Service Area, coordinated with and

supplementing the City's sanitation services, to maintain an attractive pedestrian environment within the Service Area. The District shall retain supervisory authority over subcontracted personnel, if any, to assure that services are performed in accordance with this Agreement and all applicable laws. Sanitation services to be provided by the District shall include:

4.1.1. **Pedestrian Trashcan Abatement.** The District shall regularly empty pedestrian trash receptacles located within the Service Area's Public Right-of-Ways and parks as required to maintain adequate remaining capacity. For the purposes of this Agreement, "adequate remaining capacity" shall mean less than half full and "regularly" shall have the meaning ascribed to it in Subsection 4.1.1 of this Agreement. The District shall be responsible for the disposal of pedestrian trash receptacle contents at a mutually agreeable location provided by the City at no cost to the District. The District shall not be responsible for residential trash collection services. Pedestrian trash can abatement performed once daily, including in high traffic areas and critical corridors, is considered by the parties a Group A service.

4.1.2. **Public Asset Power Washing.** The District shall provide public asset power washing services, benches, trashcans, kiosks, and parklets, at least quarterly in selected high traffic areas within the Service Area with Critical Corridors receiving first priority. The locations and frequency of service shall depend on weather, season, and the need for such services. All public asset power washing services within the Service Area shall be periodically inspected by the District for public asset power washing services and scheduling.

4.1.3. **Graffiti Abatement.** The District shall inspect for and remove graffiti from Public Assets within the Service Area, as well as from the first floor of any building or structure which is next to or visible from the Public Right-of-Ways in accordance with the City Regulations. Graffiti includes paint, handbills and stickers, but does not include scratched or etched surfaces. The District shall make reasonable effort to remove graffiti within a 24 hour period from the time of discovery.

4.1.4. **Illegal Dumping Clean-Up.** The District shall provide illegal dumping clean-up services within the Service Area, as needed. The District shall be responsible for the disposal of collected refuse at a mutually agreeable location provided by the City at no cost to the District.

4.1.5. **Minor Maintenance of Public Assets.** The District shall be responsible for the minor maintenance and repair of Public Assets within the Service Area on an as needed basis. In addition, the District shall provide for at least quarterly power washing of certain high touch Public Assets, including but not limited to benches, trash cans, and parklets.

4.1.6. **City Post Event Clean-Up.** The District shall provide post event clean-up services for City events occurring on public right-of-ways within the Service Area in accordance with the City Regulations at no cost to the City. Post event Clean-Up services include litter removal

and spot power washing within the event footprint. Cleaning must be organized at least 4-weeks prior to the event and be allowed to occur while traffic control plan is in place.

4.1.7. **Other Sanitation Services.** In addition to those identified in this Section, the District may provide other supplemental sanitation services within the Service Area as defined and allowed within Chapter 375 of the Texas Local Government Code, and as deemed fitting and appropriate by the District.

4.1.8. **Sanitation Equipment and Personnel.** The District shall own, maintain, and operate the necessary equipment to perform the sanitation services identified in this Section. Further, the District shall supervise and train personnel in the operation and maintenance of the equipment. The District shall be solely responsible with regard to any matter or claim of whatsoever nature as to the supervision, training, activities, and responsibility by or for these persons. Without waiving this responsibility in any manner, it is understood that the District may contract with responsible third parties in order to execute these sanitation services.

4.1.9. **Final Accounting.** The District shall provide to the City a final accounting of the actual costs associated with providing the sanitation services set forth in Section 4.1 to be delivered within 90 days following the end of any given District fiscal year. The final accounting is for the purpose of City verification that it paid no more than the City's proportionate share, in accordance with Section 4.2 of this Agreement.

4.2. **City Responsibilities.** With respect to sanitation services within the Service Area, the City shall be responsible for the following:

4.2.1. **Non-District Sanitation Services.** The City shall maintain current levels of sanitation services within the Service Area for those services not identified in Subsection 4.1 of this Agreement as District responsibilities; such services include, but are not limited to, street sweeping and periodic parkway and median weed abatement, graffiti abatement above the first floor of buildings and/or structures, tree and irrigation maintenance located within Public Right-of-Ways and parks, and residential trash collection services.

4.2.2. **Major Maintenance of Public Assets.** The City shall provide major maintenance of Public Assets, including pedestrian trash receptacles and Wayfinding Kiosks. Such major maintenance includes but is not limited to, the removal and/or replacement of units when necessary and, with respect to pedestrian trash receptacles, the replacement of internal hard-plastic liners.

4.2.3. **Trash Disposal and Sanitation Equipment Storage Location.** The City shall provide containers and disposal service for all trash collected by the District at no cost to the District. A mutually agreeable location, as close to the Service Area as possible, shall be provided by the City for trash disposal and District sanitation vehicle and equipment storage at no cost to the District.

4.2.4. **Contribution for Services (Group A)**

Through this Interlocal Agreement, the City contracts with the District Management District ("DMD") for the delivery of services as follows:

- **Group A – Basic City Services.** These are services traditionally provided by the City. DMD shall serve as the sole contractor responsible for the delivery of Group A services. The City shall pay DMD one hundred percent (100%) of DMD's actual costs to deliver Group A services, plus a management fee of fifteen percent (15%). Annual payment obligations for Group A services are as follows:

Year	Amount
1	$310,661
2	$322,112
3	$334,346
4	$347,444
5	$361,517

Payments shall be made within thirty (30) days of the Effective Date of this Agreement and annually thereafter on November 15 during the Term.

4.3. **Final Accounting**

DMD shall provide the City with a final accounting of the actual costs incurred for Group A services within ninety (90) days following the end of each fiscal year. The purpose of this accounting is to enable the City to verify that payments made under this Agreement reflect only the agreed-upon cost shares for Group A services, including the management fee applicable to Group A.

4.4. **Overpayment.** If the City determines that the City has contributed more than the City's proportionate share as identified in Subsection 4.2.4 of this Agreement following: (i) inspection of the final accounting and any relevant records and (ii) a 60 day notice and opportunity to cure period, and failure to cure the same, then the District shall reimburse to the City, within 60 days receipt of the notice, an amount equal to the difference between the City's total contribution for the fiscal year in question and the City's calculated proportionate share of the District's actual costs for performance of the sanitation services identified in Section 4.1 of this Agreement for the same fiscal year.

4.5. At the District's request and not more than annually, the City agrees it may consider, but is under no obligation to agree to, alterations, additions, or deletions impacting the scope of services and/or hourly rates defined in Section 4.1 and changes in the scope of sanitation services, however, that any such alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both Parties in accordance with Article XXII.

ARTICLE V. DOWNTOWN SPECIAL EVENT PERMITTING PROGRAM

5.1. **Purpose and District Responsibilities.** In accordance with Chapter 791 of the Texas Government Code and Section 375.092(i) of the Texas Local Government Code, the City and the District agree that to expedite service delivery for the issuance of Special Event permits, the District shall be responsible for coordinating and administering permitting for Special Events either wholly or partially located within the Service Area with the exception that final permit approval and issuance shall only be provided by the City, with all rights of termination and/or rejection reserved by the City as provided by applicable City Regulations. Nothing in this Section limits the authority of the City to enforce all City Regulations within the Service Area or grants authority to the District to provide services other than those expressly permitted in this Section.

5.1.1. **Program Administration.** With respect to the program's administration, the District shall be responsible for the following:

5.1.1.1. Serving as the primary point of contact for Special Event applicants and permit holders;

5.1.1.2. Accepting and reviewing Special Event permit applications, associated site plans, and other required documentation for compliance with City Regulations on forms provided by the City;

5.1.1.3. Answering applicant questions about the application, site plan review and permitting processes;

5.1.1.4. Providing the applicant with the City fee schedule, place of payment and payment deadline schedule, and an estimated amount of costs for services provided for the issuance of the Special Event permits;

5.1.1.5. Creation of case files for each Special Event and electronic upload of all required documentation associated with the application, review and permitting processes associated with the case to the City's permitting management system;

5.1.1.6. Notifying and coordinating with the appropriate City departments for review of application materials to ensure compliance with applicable City Regulations;

5.1.1.7. Forwarding the complete application to the designated City representative for final permit approval and issuance by the City, with all rights of termination and/or rejection reserved by the City as provided by applicable City Regulations;

5.1.1.8. Notifying the applicant in writing of the City's approval, denial or conditional approval of the permit request. If the request is approved or conditionally approved, the City shall issue the permit which shall be delivered to the applicant by the District.

5.1.1.9. Coordinating with appropriate City departments for inspections required in accordance with City Regulations, including during its set-up, during the event itself and following its breakdown.

5.1.2. **Fees Associated with the Special Event.** The District shall be authorized to take payment on behalf of the City; however, the City shall not issue any Special Event permit until required fees have been paid in full in accordance with City Regulations. Under no circumstances shall the District charge fees in excess of City approved fees as adopted by City Council for that same year.

5.1.3. **Records.** The District shall enter into the City's permitting management system each application, all required documentation, and record City department reviews and inspection results in said system.

5.1.4. **Meetings.** The District shall convene annual meetings with event organizers and biannual meetings with City employees responsible for Department Review.

5.2. **City Responsibilities.** As consideration for the District provided services associated with downtown Special Event permitting, the City agrees to the following:

5.2.1. **Cooperation and Assistance.** The City shall cooperate with and provide assistance to the District, and specifically, the City shall provide: (i) the City adopted fee schedule and required application forms applicable to Special Event permitting; (ii) access to its permitting management system for use by the District in case creation, application review, and inspection tracking services associated with Special Event permitting; (iii) technical support to the District in support of its use of the City's permitting management system, as may be periodically required; (iv) assistance in preparing, posting and presenting items to City Council, should such items require City Council approval as a prerequisite to Special Event permit issuance; (v) final review and issuance authority for each Special Event permit submitted for consideration by the District; and (vii) attend/present at annual meeting for event organizers and department review to attend biannual meetings hosted by the District.

5.2.2. **Contribution for Services.** The City agrees to pay the District an annual flat fee of $15,000.00 which covers the District's fixed costs and the processing of and securing up to twenty Special Event permits per year. Permits secured by the District during a contract year in excess of 20 shall be paid at a rate of $750.00 per excess permit. The City shall pay the District the annual flat fee with the first payment due within thirty (30) days of the Effective Date of this Agreement, and each subsequent payment due on November 15th of each year during the Term of this Agreement and subject to City receipt of the Annual Report due on or about every October following the Effective Date of this Agreement. Should the permits secured by the District during the contract year exceed twenty, the City shall pay the District the additional amount owed for the secured excess permit(s) for the

previous year at the time that the annual payment for the forthcoming year is due, subject, however, to City's receipt of an invoice identifying the additional amount owed and proof of excess permit(s) issued.

ARTICLE VI. WAYFINDING KIOSK CONTENT MANAGEMENT

6.1. **Program Purpose and District Responsibilities.** The District shall serve as the lead entity responsible for content management on existing and future Wayfinding Kiosks located within the Downtown Content Management Area. The purpose of this content is to create an awareness of destinations and promote those areas thereby creating a safer and more user friendly environment that will enhance the visitor's experience and encourage more pedestrian and/or bicycle traffic while also providing the opportunity to reinforce the community identity and promote tourism. With respect to Wayfinding Kiosk content management, the District shall be responsible for:

6.1.1. **Provision, installation, and replacement of content materials.** Content materials shall be installed and replaced by the District to keep information current and accurate and in good, clean, orderly and attractive condition, or as necessary to ensure public safety at all times.

6.1.2. **Minor maintenance for the Wayfinding Kiosks**. Minor maintenance shall be performed by the District and includes but is not limited to, as needed replacement of content materials and removal of graffiti.

6.1.3. **Design Standards.** The District shall be responsible for the development of content material design standards, such as weight of paper and dimensions of total content area.

6.1.4. **Sponsorship Materials.** The District shall be responsible for securing funding for privately sponsored materials for the purpose of supporting pride in the community, beautifying the downtown area, and promoting community celebrations, downtown events, and general promotions. The District shall have the right to sell and place such materials on said kiosks in accordance with the following restrictions:

6.1.4.1. Privately sponsored materials shall appear on no more than three of the four content panels on any single Wayfinding Kiosk so that the remaining panel continues to serve as a sign, map or marker that guides the traveling public to key civic, cultural, visitor and recreational destinations;

6.1.4.2. Other sponsorship logos may be placed on the sign, but the sponsorship shall be limited to no more than 20 percent of the sign provided, however, the content shall not otherwise promote commercial ventures, be for political purposes or contain language or depictions that may disparage the City; and

6.1.4.3. Such materials shall comply with other applicable City Regulations and be replaced by the District at least annually or as necessary to comply with Subsection 6.1.1.

6.1.5. **Wayfinding Materials.** The District shall ensure that at least one panel per Wayfinding Kiosk be reserved for wayfinding content material such as a sign, map or marker for the purpose of guiding the traveling public to key civic, cultural, visitor and recreational destinations. The District shall periodically update wayfinding content material so as to ensure compliance with Subsection 6.1.1. The District shall ensure that Wayfinding content and material used to identify sub-districts within or otherwise brand the Service Area is consistent with the branding initiative launched by the District in 2015, except for the Downtown Arts District, with compliance occurring at the next available opportunity, and that sub-district boundaries and names conform to those identified and attached hereto in **Exhibit F**. The City shall reimburse the District for the cost of producing the wayfinding content materials. Such replacement and reimbursement shall be provided on a task order basis, following the procedures outlined in Article XII of this Agreement.

6.1.6. **City Sponsored Events and Materials.** Upon City request, the District shall ensure at least half of the Wayfinding Kiosk content panels are made available for promotion of City sponsored events or informational campaigns at no cost to the City, with the exception that the City shall be responsible for either (i) providing the content materials; or (ii) reimbursing the District for the cost of producing the materials with such reimbursement provided on a task order basis, following the procedures outlined in Article XII of this Agreement.. This availability shall only be guaranteed with a minimum four weeks' notice from the City.

6.2. **City Responsibilities.** With respect to maintenance of the Wayfinding Kiosks and associated content management, the City shall be responsible for the following:

6.2.1. **Major Maintenance.** The City shall be responsible for major maintenance of Wayfinding Kiosk infrastructure. If a Wayfinding Kiosk is damaged beyond capabilities of the District, the City shall take the appropriate measures to remove and/or replace the Wayfinding Kiosk. Replacement of Wayfinding Kiosks shall be contingent on funding availability.

6.2.2. **City Sponsored Events and Materials.** With respect to the promotion of City sponsored events or informational campaigns at the request of the City, the City shall be responsible for providing notice and content materials or reimbursement for the production of such materials in accordance with Subsection 6.1.6 of this Agreement. The City's request shall be limited to 60 days per request and shall use up to 50% of available space at the time of installation.

6.2.3. **Authority to Remove or Require to be Removed.** The City shall retain the authority to remove Wayfinding Kiosk content materials as deemed necessary by the City in order to

maintain a safe condition or a Wayfinding Kiosk content panel free of ripping, tearing and other damage; if the City must remove a Wayfinding Kiosk content material in order to maintain a safe condition, the District shall be responsible for all cost of removal. If the City requires the District to remove, alter, change, adapt or conform its Wayfinding Kiosk content material because of changes in the grade of the Public Right-of-Way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, District shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If the City requires the District to remove, alter, change, adapt or conform its Wayfinding Kiosk content materials to enable any other entity or person, except the City to use, or to use with greater convenience, the Public Right-of-Way, District shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse the District for any loss and expense which will be cause by or arise out of such removal, alteration, change, adaptation or conformance of District's Wayfinding Kiosk content materials; provided, however, the City shall not be responsible nor liable for such reimbursement.

6.2.4. **Cancellation.** Should the City at any time or for any reason decide that the Public Right-of-Way onto which the Wayfinding Kiosks are encroaching its need for public use, the City may upon 30 calendar days written notice, cancel the District's right to use of the Wayfinding Kiosks at no cost to the City and may take possession of the Public Right-of-Way. All rights of the District in the Downtown Content Management Area as it relates to Wayfinding Kiosk content materials shall then be terminated. In addition, if, for a period of 3 months, District shall cease to use or occupy the property for the purposes contemplated in this Section, or if the District defaults in any of its obligations under this Section and fails to correct such defaults within 15 calendar days after written notice to do so, the City may cancel the District's right to use of the Wayfinding Kiosks and take possession. Upon cancellation or termination of this Agreement for whatever reason, the encroaching Wayfinding Kiosk content materials shall become the property of the City and shall, at the option of the City, be removed by the District without cost to the City.

6.2.5. **Fees Waived.** As consideration for the Wayfinding Kiosk content management services provided by the District, the City shall not charge the District rental or other use fees for the use of its Wayfinding Kiosk content panels.

ARTICLE VII. DOWNTOWN BANNER CONTENT MANAGEMENT

7.1. **Program Purpose and District Responsibilities.** The District shall serve as the lead entity responsible for content management of existing and future Street Banners located within the Downtown Content Management Area. The purpose of this content is to enhance the streetscape and promote activities, events, programs or destinations relating to a municipal purpose and benefit and specifically showcasing the downtown street scene while adding visibility to downtown events and activities. With respect to Street Banner content management, the District shall be responsible for:

7.1.1. **Provision, installation and replacement of content materials.** Street Banner displays shall be installed and replaced by the District to keep information current and accurate and in good, clean, orderly and attractive condition, or as necessary to ensure public safety at all times.

7.1.2. **Minor maintenance for Street Banners**. Minor maintenance shall be performed by the District and includes but is not limited to, as needed replacement of Street Banner displays and removal of graffiti.

7.1.3. **Design Standards.** The District shall be responsible for the development of display design standards, such as weight of Street Banner display material and dimensions of total content area, in accordance with applicable City Regulations.

7.1.4. **Location Requirements.** The District shall be responsible for ensuring all Street Banner displays comply with applicable City Regulations, including but not limited to the following:

7.1.4.1. Street Banner displays shall not obstruct pedestrian or vehicular traffic;

7.1.4.2. For displays located adjacent to vehicular traffic and extended into the parking or traffic lane, a minimum clearance of 15 feet from the bottom of the display shall be required; and

7.1.4.3. For displays located adjacent to pedestrian traffic, a minimum clearance of 11 feet from the bottom of the display shall be required;

7.1.5. **Sponsorship Materials.** The District shall be responsible for securing funding for privately sponsored materials for the purpose of supporting pride in the community, beautifying the downtown area, and promoting community celebrations, downtown events, and general promotions. The District shall have the right to sell and place such materials on Street Banner displays in accordance with the following restrictions:

7.1.5.1. Sponsorship logos may be placed on the Street Banner display, but the sponsorship logo shall be limited to no more than 20 percent of the display area provided however, the content shall not otherwise promote commercial ventures, be for political purposes, or contain language or depictions that may disparage the City; and

7.1.5.2. Such materials shall comply with other applicable City Regulations and be replaced by the District at least annually or as necessary to comply with Subsection 7.1.1.

7.1.6. **Wayfinding and Branding Content.** The District shall ensure that Street Banner displays used to identify sub-districts within or otherwise brand the Service Area are consistent with the branding initiative launched by the District in 2015, except for the Downtown Arts Districts, with compliance occurring at the next available opportunity, and that sub-district boundaries and names are updated at the next available opportunity to reflect those identified and attached hereto in **Exhibit F**.

7.1.7. **City Sponsored Events and Materials.** Upon City request, the District shall ensure requested Street Banners are made available for the promotion of City sponsored events or informational campaigns at no cost to the City, with the exception that the City shall be responsible for either (i) providing the content materials; or (ii) reimbursing the District for the cost of producing the materials with such reimbursement provided on a task order basis, following the procedures outlined in Article XII of this Agreement. This availability shall only be guaranteed with a minimum four weeks' notice from the City. The City's request shall be limited to 60 days per request and shall use up to 50% of available space at the time of installation

7.1.8. **Removal of Street Banners upon Agreement Expiration.** Immediately after the expiration of this Agreement, the District shall either remove all Street Banners under this program or seek a special privilege, license, franchise or other permit, as applicable for the Street Banners.

7.2. **City Responsibilities.** With respect to maintenance of the Street Banners and associated content management, the City shall be responsible for the following:

7.2.1. **Hardwire and Training.** The City shall ensure the Street Banner hardware is in working order and provide training to the District on the protocol guidelines to install Street Banner displays, upon District request.

7.2.2. **Major Maintenance.** The City shall be responsible for major maintenance of Street Banner infrastructure, including removal and/or replacement the Street Banner infrastructure and hardware. The City, however, shall not be responsible for the cost of replacing infrastructure or hardware damaged by District installation, replacement or maintenance of the Street Banner displays; under such circumstances, the District shall pay the City's cost for the installation, removal and/or replacement of such infrastructure and/or hardware.

7.2.3. **City Sponsored Events and Materials.** With respect to the promotion of City sponsored events or informational campaigns at the request of the City, the City shall be responsible for providing notice and content materials or reimbursement for the production of such materials in accordance with Subsection 7.1.6 of this Agreement.

7.2.4. **Authority to Remove or Require to be Removed.** The City shall retain the authority to remove Street Banner displays as deemed necessary by the City in order to maintain a safe condition or a Street Banner display free of ripping, tearing and other damage; if the City must remove a Street Banner display in order to maintain a safe condition, the District shall be responsible for all cost of removal. If the City requires the District to remove, alter, change, adapt or conform its Street Banner displays because of changes in the grade of the Public Right-of-Way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, District shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If the City requires the District to remove, alter, change, adapt or conform its Street Banner displays to enable any other entity or person, except the City to use, or to use with greater convenience, the Public Right-of-Way, District shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse the District for any loss and expense which will be cause by or arise out of such removal, alteration, change, adaptation or conformance of District's Street Banner displays; provided, however, the City shall not be responsible nor liable for such reimbursement.

7.2.5. **Cancellation.** Should the City at any time or for any reason decide that the Public Right-of-Way onto which the Street Banner displays are encroaching its need for public use, the City may upon 30 calendar days written notice, cancel the District's right to use of the Street Banners at no cost to the City and may take possession of the Public Right-of-Way. All rights of the District in the Downtown Content Management Area as it relates to Street Banner displays shall then be terminated. In addition, if, for a period of 3 months, District shall cease to use or occupy the property for the purposes contemplated in this Section, or if the District defaults in any of its obligations under this Section and fails to correct such defaults within 15 calendar days after written notice to do so, the City may cancel the District's right to use of the Street Banners and take possession. Upon cancellation or termination of this Agreement for whatever reason, the encroaching Street Banner displays shall become the property of the City and shall, at the option of the City, be removed by the District without cost to the City.

7.2.6. **Fees Waived.** As consideration for the Street Banner content management services provided by the District, the City shall not charge the District rental or other use fees for the use of its Street Banners located within the Downtown Content Management Area.

ARTICLE VIII. BIKE RACK PROGRAM

8.1. **Purpose and District Responsibilities.** To facilitate bicycling as a viable means of transportation, the City and the District wish to work together to improve the availability and convenience of bicycle parking within the Service Area, thereby easing security concerns and improving bicycle trip safety and convenience. In accordance with applicable City Regulations, the City authorizes the District to install and maintain Bike Racks on the Public Right-of-Way and specifically, the District shall be responsible for the following:

8.1.1. **Program Administration.** The District shall develop the policies, forms and budget for the program and shall be responsible for program administration. Such administration shall include name development and program marketing and outreach.

8.1.2. **Provision, Installation and Replacement of Bike Racks.** Bike Racks for the program shall be provided, installed and replaced by the District to keep Bike Racks in good, clean, orderly and attractive condition, or as necessary to ensure public safety at all times. The District shall be responsible for the purchase of the Bike Racks, at the District's own expense.

8.1.3. **Minor and Major Maintenance for Bike Racks**. All Bike Rack maintenance shall be performed by the District, at its own expense, and includes but is not limited to, as needed replacement of Bike Racks and removal of graffiti.

8.1.4. **Construction and Design Standards.** The District shall be responsible for the development of Bike Rack construction and design standards in accordance with applicable City Regulations. Bick Racks shall be of the standard "inverted-U" shape and shall be made of steel tubing resistant to cutting, rusting, bending or deformation. Alternative Bike Rack styles may be approved by the City on a case-by-case basis in accordance with City Regulations.

8.1.5. **Location Requirements.** The District shall be responsible for ensuring all Bike Rack locations comply with applicable City Regulations, including all setback requirements. Bike Racks on the sidewalk or parkway portion of the Public Right-of-Way shall not require prior City approval, however, installation of on-street Bike Racks located within the Public-Right of Way shall require prior City approval.

8.1.6. **Liability and Bike Rack Ownership.** The District shall ensure that all applicants under the Bike Rack program, if any, sign an agreement that releases the City and the District from any claims related to the applicant's participation in the Bike Rack Program and that the applicant acknowledges that the installed Bike Racks will remain the property of the District and that the applicant does not have any exclusive rights to the use of the Bike Racks. Notwithstanding anything to the contrary, the District acknowledges that all Bike Racks installed under the Bike Rack program shall remain the property of the District.

8.1.7. **Fee for Participation.** The District may charge applicants under the Bike Rack program, if any, a fee for program participation in accordance with its program policies.

8.1.8. **Inventory.** The District shall maintain an accurate inventory of the locations of all Bike Racks installed under the Bike Rack Program and provide such inventory to the City at least annually with its Annual Report.

8.1.9. **Removal of Bike Racks after Agreement Expiration.** Immediately after the expiration of this Agreement, the District shall either remove all Bike Racks under the Bike Rack program or seek a special privilege license, franchise, or other permit, as applicable, for the Bike Racks.

8.2. **City Responsibilities.** With respect to the Bike Rack program, the City shall be responsible for the following:

8.2.1. **Fees Waived.** As consideration for the Bike Rack program services provided by the District, the City shall not charge the District rental or other use fees for the use of its Public Right-of-way for Bike Racks located within the Service Area.

ARTICLE IX. GRANT PROGRAM MANAGEMENT

9.1. **Program Purpose and District Responsibilities.** To facilitate the solicitation, management, approvals and disbursement of grant programs (the "Programs") mutually supported by the City and the District, the District shall serve as the Programs manager.

9.1.1. **Qualifying Programs.** The Programs to be managed by the District with support from the City and District include the Downtown Commercial Façade Improvement Grant Program, the Downtown Signature Signage & Lighting Grant Program, the Downtown Mural Grant Program, the Downtown Pedestrian Corridor Improvement Grant Program and the Downtown Residential Conversion Utility Upgrade Grant Program. All program guidelines identified and attached hereto in **Exhibit G**.

9.2. **District Responsibilities.** The District shall administer the Grant Programs on behalf of the City and in accordance with the Program policy. To that end, the District will provide the staff and administrative services that are necessary to manage the Programs and management, financial and program monitoring systems for the administration of the Programs.

9.3.1. **Program Administration.** Acting as Program administrator, the District shall be responsible for the following:

9.3.1.1. **Marketing and Outreach.** In partnership with the City, the District shall actively engage in marketing and outreach efforts in order to generate participation from the private sector within the Program Area.

9.3.1.2. **Program Procedures.** The District shall be responsible for development of Program procedures and guidelines to further detail the application, selection, award, and monitoring processes. The District shall provide the City with a copy of such procedures, as amended.

9.3.1.3. **Application Process.** The District shall be responsible for receiving applications and shall determine the program for which the project qualifies. Before an

application is approved, applicants shall provide basic information about the property (e.g. size, location, building use, current tenants, and ownership). Applicants shall also indicate types of improvements they'd like to make, goals they'd like the improvements to achieve, and how much they are able to spend on the project.

9.3.1.4. **Selection Process and Qualifying Projects.** The District shall select Qualifying Projects by selecting those projects anticipated to provide the greatest public benefit to the Program Area as determined by the Program committee which shall be selected and managed by the District and include at least two City representatives and when appropriate, the City's Historic Preservation Officer. The District reserves the right to prioritize projects and refuse applicants. To select and prioritize the projects, the District and its committee may consider the following factors: (i) located within a Critical Corridor; (ii) complements City's public improvement strategies; (iii) coincides with City revitalization activities; (iii) community need/demand for change; (iv) creative value of the project; (v) current condition of the building/façade; (vi) neighborhood code compliance issues; (vii) conformity to applicable design guidelines; (viii) promotes historic preservation; (ix) improves accessibility; (x) addresses energy efficiency; and (xi) project feasibility.

9.3.1.5. **Grant Agreements.** Upon approval of applicant's conceptual design by the District and regardless of the funding source, the District shall have the authority to execute a grant agreement with the applicant for the Qualifying Project. Such agreements shall be promptly provided by the District to the City following execution.

9.3.1.6. **Documentation Process.** The District shall work with the applicant to assemble all required documents and forms. Business tenants must obtain written approval from the property owner stating that the owner does not object to the business tenant completing the proposed improvements to the property.

9.3.1.7. **Award Process.** Once the project is complete, the applicant shall submit: (i) evidence of payment related to eligible expenses; (ii) copies of all permits pulled and where applicable, a certificate of completion or occupancy; (ii) federal tax identification number or social security number; and (iii) color photos of the finished project. If all obligations under the program procedures have been met, the District shall issue the performance-based incentive within 30 days receipt of required documentation as detailed in this Subsection.

9.3.2. **Fees Charged.** The District shall not charge applicants a fee, including but not limited to an application fee, for participation in the Program.

9.3.3. **Fiscal Management and Reporting.** The District shall provide fiscal management services for the Program, to include fund account management and award disbursement. In addition to the Annual Report, the District shall provide a quarterly Program budget update and fund balance to the City, including all funding sources. With its Annual Report, the District shall provide a report to the City of the status of all Qualifying Projects and associated grant agreements.

9.4. **City Responsibilities.** The City shall be responsible for the following in connection with the Program:

9.4.1. **Program Funding.** Beginning calendar year 2026 and subject to funding availability, the City shall contribute $150,000.00 annually to the Programs fund. The contribution shall be made upon receipt of the annual invoice from the District due January of each year following the Effective Date of this Agreement. The District may set aside up to 2.5 percent of this contribution for Program administration costs.

9.4.2. **Committee Participation.** The City agrees to provide a minimum of two representatives and when appropriate, the Historic Preservation Officer, to participate on the committee in the Qualifying Project selection process.

9.4.3. **Additional Support.** The City agrees to work with the District to provide marketing and outreach support and to provide qualified assistance in the conceptual design process.

9.5. **Disposition of Remaining Funds.** In the event this Agreement expires or is terminated in accordance with applicable sections of this Agreement, any remaining balance of funds attributed to a City's contribution shall be returned to the City; provided, however, any approved Qualified Project to be funded by the City's contribution that had been approved prior to Agreement expiration or termination, but not yet reimbursed at the time of expiration or termination, shall be reimbursed to the applicant upon successful completion of all requirements as per the conditions of the grant agreement with that portion of City funding treated as encumbered and not subject to return.

ARTICLE X. BUSINESS RETENTION AND EXPANSION PROGRAM PARTNERSHIP

10.1. **Program Purpose.** It is the intent of the City and the District to establish a Business Retention and Expansion Program (the "BRE Program") for the benefit of the Service Area. The four goals of the BRE Program include: (i) retain existing businesses; (ii) facilitate growth and expansion; (iii) enhance the business climate; and (iv) strengthen community partnerships with businesses. These goals will be achieved through a visitation and surveying of businesses, business appreciation and recognition opportunities, providing direct value to businesses, supporting growing and at-risk businesses, and contributing to a positive and supportive business climate. To this end, the Parties agree to work together to provide the following deliverables:

10.1.1. **Database Creation and Target Development.** Establish and maintain a database of existing businesses in the Service Area, to include critical information about the business such as contact information, location, industry sector, and number of employees. The Parties may identify business targets to focus BRE Program efforts; such targets may include living-wage businesses, medium-sized businesses, businesses in certain Service Area sub-districts, or businesses in industries targeted for expansion or attraction, among others.

10.1.2. **Relationship Building and Direct Information Gathering.** Develop a visitation plan to assist in relationship-building and understanding the business's plans for expansion or relocation. Plan will include training to conduct successful on-site visits, survey/interview questionnaire development, and follow-up.

10.1.3. **Problem Solving and Opportunity Identification.** Review data collected via site visits, survey/interview questionnaires, and follow-up to identify critical needs and opportunities. The Parties agree to work together to facilitate problem resolution for businesses by identifying resources internal and external to the Service Area and any associated costs to help businesses address problems and grow.

10.1.4. **Continuous Tracking.** Develop periodic survey instruments to maintain understanding of current and projected needs of existing businesses, including business concerns and trends as they relate to areas such as transportation, workforce development, regulatory issues and public safety.

10.1.5. **BRE Program Maintenance and Communication.** The Parties agree to work together to maintain the BRE Program throughout the Term of this Agreement, including periodic re-evaluation of goals and communication and celebration of successes.

10.1.6. **Work Plan Development.** Within six months of the Effective Date of this Agreement, the Parties agree to develop a work plan to further identify goals and objectives of the BRE Program and Program organization, deliverables and timelines. The work plan may be amended from time to time by mutual agreement from the Parties to reflect learning and alignment with current and future needs.

10.2. **City Responsibilities.** Establish specific role and responsibilities for organization.

10.3. **Other Community Partnerships.** The Parties recognize and agree that each may work with other partnering organizations to achieve the goal of the BRE Program and to provide the resources to the existing Service Area businesses to facilitate their growth and expansion. However, neither Party shall assume any responsibility or liability to any third party or other partnering organization as a result of such agreements. The Parties' responsibilities and liabilities are limited to those provided herein. Additionally each party is responsible for the costs related to its participation in this BRE Program as outlined in this Agreement.

10.4. **No Limitation.** The Parties further recognize and agree that the partnership identified in this Article shall have no negative impact on the District's ability to initiate and operate a BRRE program of its own accord for the benefit of the Service Area, nor shall it have any impact on the City's ability to provide assistance and support to the District initiated program if it so chooses.

ARTICLE XI. PUBLIC OUTREACH AND MARKETING

11.1. **District Responsibilities.**

a. Public Outreach Services. Upon request by the City, the District may perform public outreach with various stakeholders in the Service Area to improve City communication with other public entities and the private sector as it relates to City capital improvement construction projects affecting the Service Area. Such activities may include but are not limited to sharing information through the District's mailing and/or email list, door-to-door outreach, public meetings, social media and e-newsletter promotion. Such services shall be provided on a task order basis, following the procedures outlined in Article XII of this Agreement.

b. Manage. The District to own and manage www.downtownelpaso.com including its events calendar and various directories.

c. Marketing. To enhance commercial activity and attract commercial redevelopment in downtown El Paso, the District agrees that any marketing or publicity it undertakes for the purpose of promoting events and activities located in the Service Area shall conform to the broad-based marketing campaign and program launched by the District in 2015.

d. Advertising. Upon request by the City, the District may advertise City events and messaging through the District's social media and communication channels. Such services shall be provided on a task order basis, following the procedures outlined in Article XII of this Agreement.

11.2. **City Responsibilities.** Provide information on City organized events and events within City facilities.

ARTICLE XII. PROCEDURES FOR SERVICES PROVIDED ON A TASK ORDER BASIS

12.1. **Task Authorization.** The District may, upon the referral of a task by the City, perform the services specified in the task authorization form as further described in Section 11.3 below. The District shall not undertake any project for the City or perform any services for the City at the request of any City official or employee without a signed Task Authorization Form. Work performed by the District on matters that are not referred to the District will be considered unauthorized and non-compensable.

12.2. **Task Authorization Form.** The task authorization form shall be prepared by the District upon written request from the City and shall contain: (i) the name and a description of the matter for which the District's services are retained; (ii) an explanation of the scope of work; (iii) the compensation the City will pay the District for the services requested; and (iv) the name of the designated City employee who will be working with the District and to whom the District will be reporting. The Task Authorization Form is effective upon its execution.

12.3. **Invoicing and Payment.** The District shall bill the City not more often than monthly through written invoices following the completion of requested services. All expenses identified on the invoice shall be properly receipted and documented. The City shall not be billed for "miscellaneous" or "other expenses." Unless otherwise specifically addressed in this Agreement, any expense or expenditure that the City is requested to reimburse shall be billed at the District's actual out-of-pocket cost. Direct reimbursement is limited to actual charge billed to the District without any additional profit or overhead charge by the District beyond the normal unit cost or hourly rate set forth in the executed task authorization form. The District shall demonstrate good judgment when incurring costs that are considered a direct reimbursable expense while conducting business for the City. All direct reimbursable expenses shall be reasonable and prudent and must be included in the applicable task authorization form.

12.3.1. Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for that task, the current invoiced amount and the amount billed to date for that task. In addition to this summary, each invoice shall provide a progress report, which shall describe, at a minimum, the progress of the task to date.

12.3.2. The City agrees to pay invoices for all services performed as soon as reasonably possible but not later than 30 days from receipt. Upon dispute, however, the City may, upon notice to the District, withhold payment to the District for the amount in dispute only, until such time as the exact amount of the disputed amount due to the District is determined. The total amount paid to the District shall not exceed District's fee proposal per task.

ARTICLE XIII. ANNUAL REPORT AND RECORDS

13.1. **Annual Report.** In addition to any other reporting requirements identified in this Agreement, on a yearly basis, being on or about every month of October following the Effective Date of this Agreement, the District shall submit an Annual Report to the City detailing its performance of activities under this Agreement and its performance related to key performance indicators identified in **Exhibit A** attached and incorporated herein. This report shall also identify positive outcomes and areas needing improvement. Annual payment due to the District by the City, subsequent to the initial payment, as identified in Articles IV and V shall be contingent on receipt of the Annual Report.

ARTICLE XIV. INSURANCE AND INDEMNIFICATION

15.1. **Insurance Required.** The District shall purchase and maintain in effect throughout the Term of this Agreement the insurance requirements contained in this Article, unless specifically exempted in writing by the City.

15.2. **Insurance Requirements.** The District shall comply with all of the following insurance requirements through the Term of this Agreement. Any gaps in insurance coverage are considered a breach of the requirements of this Agreement.

15.2.1. **Commercial Liability Insurance.** The District shall procure Commercial Liability Insurance in the minimum amounts of $1,000,000 per occurrence for bodily injury or wrongful death and $1,000,000 for property damage. The District shall ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the District is performing services near any railroad or streetcar track, then the District shall provide liability insurance that provides railroad protective liability insurance in the amount of $1,000,000 Bodily Injury/$1,000,000 Property Damage Liability per occurrence.

15.2.2. **Workers Compensation Insurance.** If required by law, the District shall procure workers compensation insurance as required by law.

15.2.3. **Flood Insurance.** District shall maintain, during the term of the Agreement, and provide the City on an annual basis, proof of flood insurance in the amount of flood insurance coverage required by the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, which is the lesser of the following: (i) the maximum amount of National Flood Insurance (NFPI) coverage available for the particular property type; or (ii) the insurable value of the Project.

15.2.4. **Automobile Liability Insurance.** The District shall procure automobile liability insurance in the minimum amounts of $1,000,000 for bodily injury per occurrence and $1,000,000 property damage per occurrence.

15.2.5. **Additional Insured.** With the exception of the workers compensation insurance, the District shall add the City as an additional insured to the all insurance policies required under this Agreement.

15.2.6. **Notification of Changes/Cancellations.** The District shall procure all insurances with an endorsement that requires notification to the additional insured prior to any changes or cancellations in coverage.

15.2.7. **Deductibles.** The District shall obtain prior written approval of the City for any insurance policy deductibles in excess of $50,000.

15.2.8. **Issuer of Policy.** The District shall procure all insurances from businesses authorized to do business in Texas. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City's sole discretion.

15.2.9. **Additional Endorsements.** Each policy must contain: (i) an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees; and (ii) an endorsement that such policy is primary insurance to any other insurance available to the additional insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

15.3. **Proof of Insurance.** The District shall provide the City proof of compliance with all insurance requirements in this Agreement. Proof provided by the District to the City must be in the form of a certificate of insurance accompanied by all endorsements. Following a written request by the City, the District shall provide the City a complete copy of all insurance policies required under this Agreement.

15.4. **Indemnification. TO THE EXTENT ALLOWED BY LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE DISTRICT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, REGULATORY COMPLIANCE RELATED TO THE SUBRECIPIENTS AND/OR THE SUBRECIPIENT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING THE TERM OF THIS CONTRACT.**

15.5. **Release.** To the extent allowed by law, the District releases the City and the City's officers, officials, and employees from all claims of property damage, property loss, injury, or death sustained by the District while performing any activities related to this Agreement.

15.6. **Damage to City Property.** The District shall pay the costs of repairing any damages to City property (including public right of way) caused by the District or the District's contractors, subcontractors, or agents. The District shall make payment for any damages within 30 calendar days of receiving an invoice from the City.

ARTICLE XVI. GOVERNMENTAL FUNCTION AND IMMUNITY

16.1. **Governmental Function.** The City and the District expressly agree that, in all things relating to this Agreement, the Parties enter into this Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act.

The Parties further expressly agree that every act or omission of each Party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

16.2. **Sovereign Immunity.** The City and the District reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. The Parties expressly agree that neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations.

ARTICLE XVII. LIABILITY AND RISK ALLOCATION

17.1. **Liability.** This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either Party by law.

17.2. **Exclusion of Incidental and Consequential Damages.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither Party shall be liable to the other Party (nor to any person claiming rights derived from such Party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind – including lost profits, loss of business, and further including mental anguish, emotional distress and attorney's fees – as result of breach of any term of this Agreement, regardless of whether the Party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither Party hereto shall be liable to the other Party or any third Party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other Party regardless of whether the Party receiving said information from the other Party was advised, had other reason to know, or in fact knew thereof.

17.3. **Intentional Risk Allocation.** The City and the District each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

17.4. **No Indemnification**. The Parties expressly agree that, except as provided herein, neither Party shall have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses or damages directly or indirectly arising, in whole or part, from this Agreement.

17.5. **Fines and Penalties.** Each Party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable City Regulations occurred as a result of that Party's actions, except as may be specifically provided by law.

ARTICLE XVIII. RECORDS

18.1. **Right to Review.** Following notice to the District, the City reserves the right to conduct, at its own expense, examinations, during regular business hours, the books and records related to this Agreement including such items as contracts, paper, correspondence, copy, books, accounts, billings and other information related to the performance of the District's services hereunder. The City also reserves the right to perform any additional audits relating to District's services, provided that such audits related to those services performed by District under this Agreement.

18.2. **Preservation of Records.** All applicable records and accounts of the District relating to this Agreement, together with all supporting documentation, shall be preserved and made available to the City by the District throughout the Term of this Agreement and for 12 months after the termination of this Agreement, and then transferred for retention to the City at no cost to the City upon request by the City.

18.3. **Discrepancies.** Should the City discover errors in the internal controls or in the record keeping associated with the Project, District shall be notified of such errors and the Parties shall consult on what steps may be necessary to correct such discrepancies within a reasonable period of time not to exceed 30 calendar days after discovery.

18.4. **Overcharges.** If it is determined as a result of such audit that District has overcharged for the cost of services performed under this Agreement, then such overcharges shall be immediately returned to the City and become due and payable with interest at the maximum legal rate under applicable law from the date the City paid such overcharges.

ARTICLE XIX. NOTICE

19.1. **Addresses and Notices.** Any notice or communication required or contemplated by this Agreement with the exception of invoices (a "Notice") shall be deemed to have been delivered, given, or provided: (i) five business days after being deposited in the United States mail, CERTIFIED MAIL or REGISTERED MAIL, postage prepaid, return receipt requested; (ii) when delivered to the Notice address by a nationally recognized, overnight delivery (such as FedEx or UPS) as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient of the Notice); or (iii) when otherwise hand delivered to the Notice address as evidenced by the signature of any person at the Notice address (whether or not such person is the named recipient for the purpose of the Notice); and addressed to the named recipient as follows:

If to the City:

The City of El Paso, Texas
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890
Phone (915) 212-0023

The City of El Paso, Texas
Attn: Director, Economic & Int'l Development
P.O. Box 1890

El Paso, Texas 79950-1890
Phone: (915) 212-0094

The City of El Paso, Texas
Attn: Director, Environmental Services
P.O. Box 1890
El Paso, Texas 79950-1890
Phone: (915) 212-6025

If to the District: El Paso Downtown Management District
Attn: President, Board of Directors
CC: Executive Director
201 E. Main, Suite 107
El Paso, Texas 79901

19.2. **Invoices.** Invoices required under this Agreement are to be submitted by the District to the City at the following address:

The City of El Paso, Texas
Attn: Director, Economic & Int'l Development
P.O. Box 1890
El Paso, Texas 79950-1890
Phone: (915) 212-0094

And to such other place as designated by written notice to the District by the City.

19.3. **Change of Address.** A Party may change its address for notices and or invoices under this Agreement by giving written notice to the other Party, specifying the Party's new address. Each Party agrees to keep the other informed at all times of its current address.

ARTICLE XX. CONTRACTUAL RELATIONSHIP

20.1. **No Agency.** The Parties to this Agreement are governmental entities that are entering into this Agreement pursuant to Chapter 791, Texas Government Code, which establishes the legal relationship between the Parties. No other legal relationship is intended to be created by this Agreement, to include but not be limited to landlord-tenant, employer-employee, or principal-agent. No provision of this Agreement that imposes an obligation or restriction on either Party not permitted by applicable law shall be enforceable.

20.2. **No Authority.** The District acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the City to any obligation other than the obligations set forth in this Agreement. The City also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the District to any obligation other than the obligations set forth in this Agreement.

ARTICLE XXI. TERMINATION AND RECAPTURE

21.1. **Termination.** For purposes of this Agreement, termination means the expiration of the Term as provided by Section 2.2. In addition, this Agreement may be terminated as provided herein.

21.1.1. **Termination by Mutual Consent.** The Parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.

21.1.2. **Termination for Cause or Default.** Upon written notice, which must be provided in accordance with Article XIX of the Agreement, either Party shall have the right to terminate this Agreement for cause, in whole or in part, if either Party: (i) defaults and (ii) fails to cure such default.

21.1.2.1. **Events of Default.** Each of the following shall constitute an "Event of Default": (i) failure of one Party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other Party; (ii) the dissolution or termination of District's existence; or (iii) if any written warranty, representation or statement made or furnished to either Party by the other Party under this Agreement, or any document(s) related hereto furnished to either Party by the other Party, is/are knowingly false or misleading in any material and substantial respect, either now or at the time made or furnished.

21.1.2.2. **Notice of Default and Opportunity to Cure.** In the event of a default by one Party, the other Party shall not terminate unless the other Party being terminated is granted: (i) written notice of intent to terminate enumerating the failures for which the termination is being sought; (ii) a minimum of 30 consecutive calendar days to cure such failures; and (iii) an opportunity for consultation with the terminating Party prior to such termination. If, however, there are no reasonable means to cure the default, Party shall be apprised of that as well as the facts leading to that conclusion in the notice of default and said notice of default may serve as notice of termination. Following written notice of default, the terminating Party shall not be obligated to make payments to the other Party as required under this Agreement until such time as the event of default is cured.

21.1.2.3. **Failure to Cure.** In the event the defaulting Party commits a breach of its obligations under this Agreement and fails to cure that breach within the 30-day cure period (or extended period), the terminating Party may terminate this Agreement in whole or in part by providing a written notice of termination, which shall include the reason for the termination and the effective date of such termination.

21.1.2.4. **Right of Recapture.** If the City terminates this Agreement for cause, then the City shall have the right to recapture all funds disbursed under this Agreement

and District shall repay all funds disbursed under this Agreement within 60 calendar days from the effective date of notice of termination.

21.1.2.5. **Other Remedies.** The City shall have the right to seek any remedy in law or equity to which it may be entitled in addition to termination and repayment of funds, if District defaults under this Agreement.

21.1.3. **Termination without Cause.** This Agreement may be terminated by either Party for any reason, or for no reason whatsoever upon 120 calendar days' prior written notice to the other Party.

21.1.4. **Termination by Law.** If any applicable state or federal law or regulation is enacted or promulgated which prohibits the performance of the duties herein, or, if any law interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

21.2. **Close-Out.** Regardless of how this Agreement is terminated, District will effect an orderly transfer to City, at no additional cost to the City, copies of all completed or partially completed documents, records, or reports produced as a result of or pertaining to this Agreement, regardless of storage medium, if so requested by the City, or shall otherwise be retained by District in accordance with Article XVIII.

ARTICLE XXII. CHANGES AND AMENDMENTS

22.1. **Amendment Required.** Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both Parties.

22.2. **Disposal Location.** Notwithstanding the above, the Disposal Location may be amended, as evidenced by approval of the City Manager or designee. In the event an amendment to the Disposal Location will result in a material change to this Agreement, then such amendment shall comply with the requirements of Section 22.1 above. District may rely on the determination of the City Manager or designee, whether a change in the Disposal Location would result in a material change to the Agreement.

22.3. **Automatic Incorporation of Laws.** Changes in local, state and federal rules, regulations or laws applicable to the Parties' services under this Agreement may occur during the term of this Agreement and any such changes shall be automatically incorporated into this Agreement without written amendment to this Agreement, and shall become a part as of the effective date of the rule, regulation or law.

ARTICLE XXIII. EL PASO STREETCAR OPERATIONAL RIGHT-OF-WAY SAFETY

23.1. **El Paso Streetcar Operational Right-of-Way Safety.** The District shall comply with all

applicable City Regulations when performing any activity authorized under this Agreement within the El Paso Streetcar Operational Right-of-Way, or within the vicinity of the El Paso Streetcar. "Activity"' shall include any construction, demolition, event, moving event, special event, excavation, use of right of way, cleaning, painting, repairing, or installation of traffic devices, regardless of whether any of the previous requires approval of the City under the City Code; or any activity under the City Code or other regulatory entity. "El Paso Streetcar Operational Right-of-Way" shall mean the horizontal and vertical boundaries of the streetcar track system, encompassing the overhead power contact wire and all associated infrastructure.

ARTICLE XXIV. MISCELLANEOUS

24.1. **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.

24.2. **Assignment.** District shall not sell, transfer, assign, or convey, in any way, rights associated with this Agreement to anyone.

24.3. **Compliance with Laws.** In the performance of their obligations under this Agreement, the Parties shall comply with all applicable federal, state or local laws, ordinances and regulations.

24.4. **Computation of Time.** If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m., Mountain Standard Time, of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

24.5. **Confidentiality.** The confidentiality of records related to this Agreement will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code.

24.6. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts, when taken together, shall constitute one instrument.

24.7. **Current Revenues.** Pursuant to Section 791.001(d)(3), Texas Government Code, each Party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying Party.

24.8. **Discrimination Prohibited.** The District affirmatively obligates itself that it will not discriminate according to race, gender, religion, or national origin in the performance of any obligation it has under this Agreement.

24.9. **Employment of Undocumented Workers.** During the term of this Agreement, District shall not knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), District shall repay the amount of the payments received by District from the City as of the date of such violation not later than 120 days after the date District is notified by City of a violation of this section, plus interest from the date the payment(s) was paid to District, at the rate of 7 percent per annum. The interest will accrue from the date the payment(s) were paid to District until the date the payment(s) are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the payment(s) subject to repayment under this section. District is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom District contracts.

24.10. **Force Majeure.** If the performance of any obligations hereunder is delayed by reason of war, terrorism or the imminent threat thereof, insurrection, civil commotion, riots, labor disputes, strikes, lockouts, embargoes, hurricanes or named windstorms, unusual weather, fire, casualty, disruption to local, national or international transport services or exceptional or abnormal lack of availability of construction materials/supplies, epidemics, quarantine, any other public health restrictions or advisories, unavoidable casualties or other causes beyond the reasonable control of a Party hereto, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed.

24.11. **Headings.** The article, section or paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

24.12. **Legal Authority.** Each person executing this Agreement on behalf of each Party, represents, warrants, assures, and guarantees that s/he has full legal authority to execute this Agreement on behalf of the City and/or District, respectively and to bind the City and/or District to all the terms, conditions, provisions, and obligations of this Agreement.

24.13. **No Joint Venture**. The Parties agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the Parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the services performed under this Agreement.

24.14. **No Waiver.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect the right of such Party to require performance of that provision. Any waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or the provision itself, or a waiver of any right under this Agreement.

24.15. **Representation of Counsel: Mutual Negotiation.** Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of

the Parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

24.16. **Severability.** If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. It is also the intent of the Parties that in lieu of each invalid, illegal, or unenforceable provision, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

24.17. **Survival of Agreement.** A Party shall remain obligated to the other Party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

24.18. **Warranty of Capacity to Perform.** The District and the City represent and warrant that each Party has or will retain the person or persons with appropriate expertise and knowledge to fulfill their respective obligations under this Agreement.

ARTICLE XXV. ENTIRE AGREEMENT

25.1. **No Contradictions.** This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and this Agreement, together with any attachment(s) attached hereto, constitutes the entire agreement between the Parties relating to the terms and conditions of the Agreement. The Parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

25.2. **Incorporation of Exhibits.** Each exhibit referenced below shall be incorporated herein for all purposes as an essential part of this Agreement, which governs the rights and duties of the parties, except that if there is a conflict between an exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the exhibit.

Exhibit A: Annual Report Submission Packet
Exhibit B: Critical Corridors
Exhibit C: Downtown Content Management Area
Exhibit D: Grant Programs Area
Exhibit E: Service Area
Exhibit F: Sub-District Boundaries
Exhibit G: Grant Program Guidelines

(Signatures begin on the following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement on this _____ day of _____, 2025.

CITY OF EL PASO, TEXAS:

_____
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 and International Development

_____
Nicholas N. Ybarra, Director
Environmental Services

(Signatures continue on following page)

EL PASO DOWNTOWN MANAGEMENT DISTRICT:

Mark Osborn, President
Board of Directors

ATTEST:

Joe Gudenrath
Executive Director

Exhibit A:
Annual Report Submission Packet

Exhibit A:
Annual Report Submittal Package

1n accordance with Article XIII, the District agrees that, in addition to any other reporting requirements identified in this Agreement, on a yearly basis, being on or about every month of October following the Effective Date of this Agreement, the District shall submit an Annual Report to the City detailing its performance of activities under this Agreement and its perfonnance related to key perfonnance indicators identified in this Exhibit **A**, in addition to the identification of positive outcomes and areas needing improvement. Annual payment, subsequent to the initial. payment, due to the District by the City as identified in Articles IV and V shall be contingent on receipt of a complete Annual Report. The Annual Report shall report out on the following key performance indicators:

I. Sanitation Services
   a. Total illegal dumping cases addressed
   b. Total first floor graffiti cases abated
   c. Percent of graffiti cases abated within 48 hours
   d. Average number of public assets power washed per month
   e. Total post City-event cleanup
   f. Linear feet of public ROW canvassed for litter abatement
   g. Linear feet of sidewalk power washed
   h. Downtown property owner, business, resident, visitor satisfaction with downtown cleanliness
   i. Other KPis as idenri:fied by the District

IL Downtown Special Event Permitting Program
   a. Number of Permits Issued by Event Type
   b. Total Attendance at Special Events
   c. Other K.Pls as identified by the District

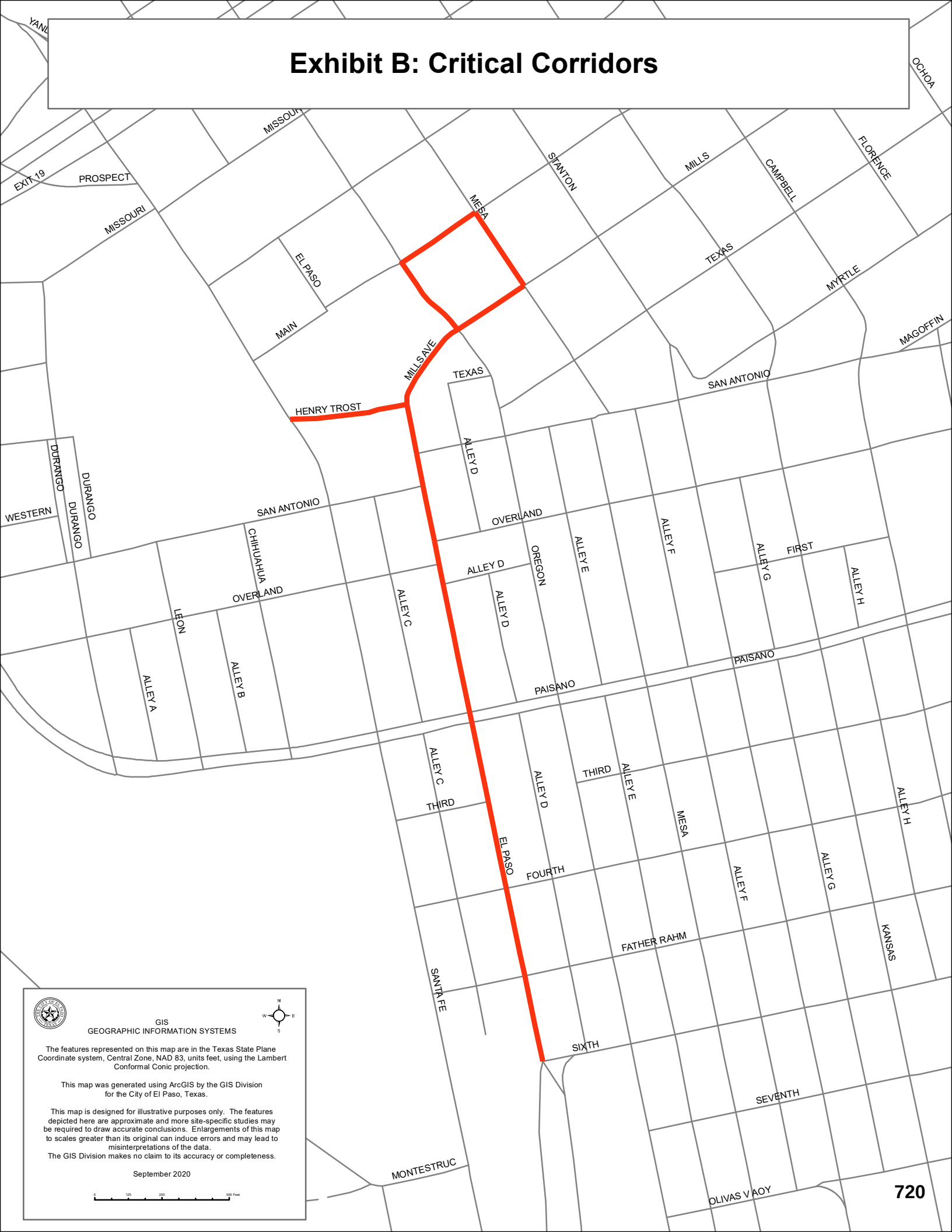
ID. Wayfinding Kiosk and Street Banner Content Management Programs
   a. Program annual revenue
   b. Summary of program campaigns
   c. Other KPls as identified by the District

IV. Bike Rack AccessibiUty Program
   a. Number of Bike Racks Installed by Type
   b. Location of Bike Racks
   c. Other KPls as identified by the District

V. Grant Programs
   a. Number of grant agreements executed
   b. Total public investment
   c. Total private investment
   d. Return on Investment for completed projects
   e. Other K.Pls as identified by the District

Exhibit B:
Critical Corridors

Exhibit B: Critical Corridors



GIS
GEOGRAPHIC INFORMATION SYSTEMS

The features represented on this map are in the Texas State Plane Coordinate system, Central Zone, NAD 83, units feet, using the Lambert Conformal Conic projection.

This map was generated using ArcGIS by the GIS Division for the City of El Paso, Texas.

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 GIS Division makes no claim to its accuracy or completeness.

September 2020

0 125 250 500 Feet

Exhibit C:
Downtown Content Management Area

Exhibit C: Downtown Content Management Area

GIS
GEOGRAPHIC INFORMATION SYSTEMS

The features represented on this map are in the Texas State Plane Coordinate system, Central Zone, NAD 83, units feet, using the Lambert Conformal Conic projection.

This map was generated using ArcGIS by the GIS Division for the City of El Paso, Texas.

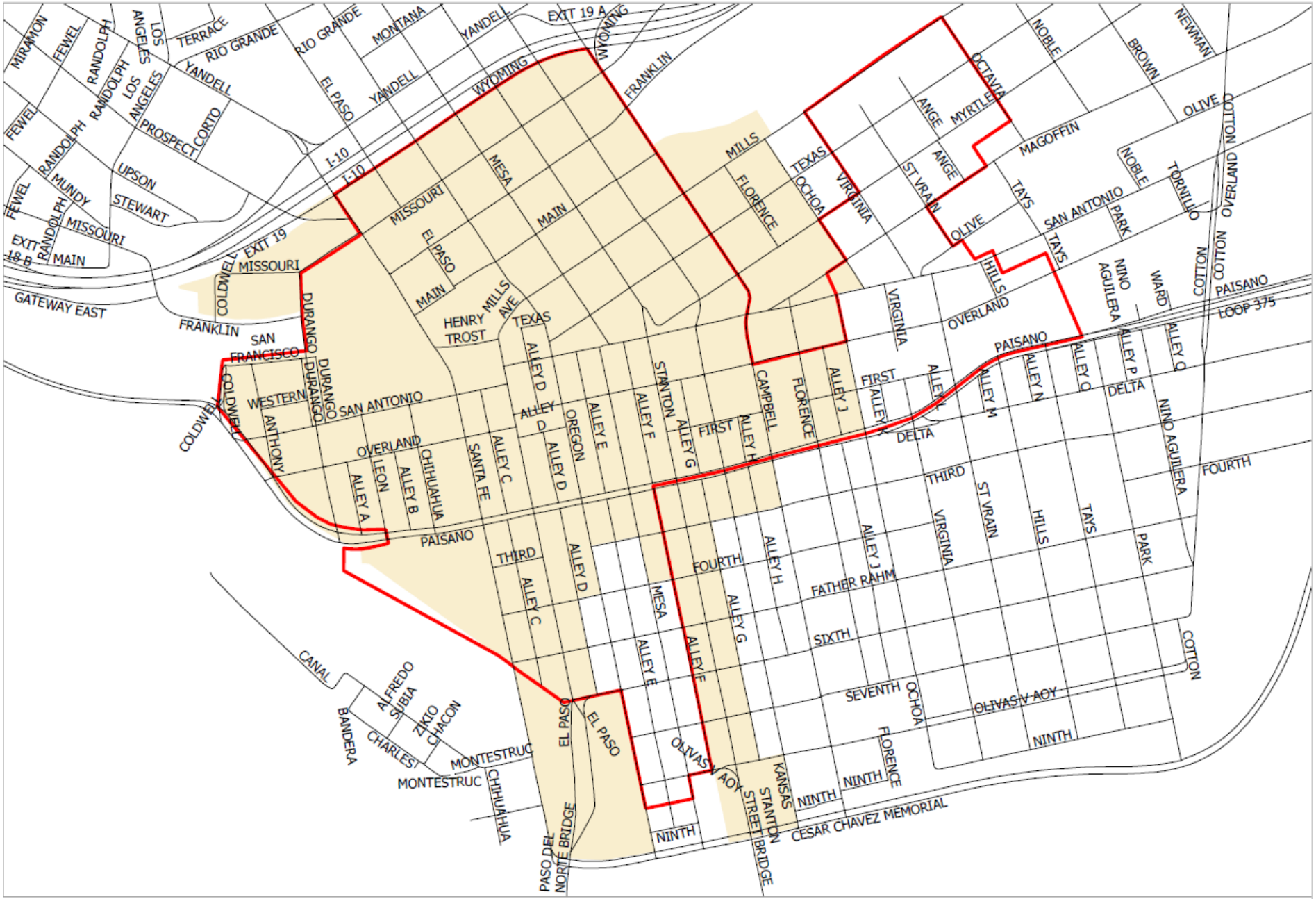
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data.
The GIS Division makes no claim to its accuracy or completeness.

September 2020

0 250 500 1,000 Feet

Exhibit D:
Grant Program Area

EXHIBIT D: Grant Program Area



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 City of El Paso makes no claim to its accuracy or completeness.

N W E S

Legend

Downtown Management District

TIRZ #5

0 500 1,000 Feet

Exhibit E:
Service Area

EXHIBIT E - Service Area

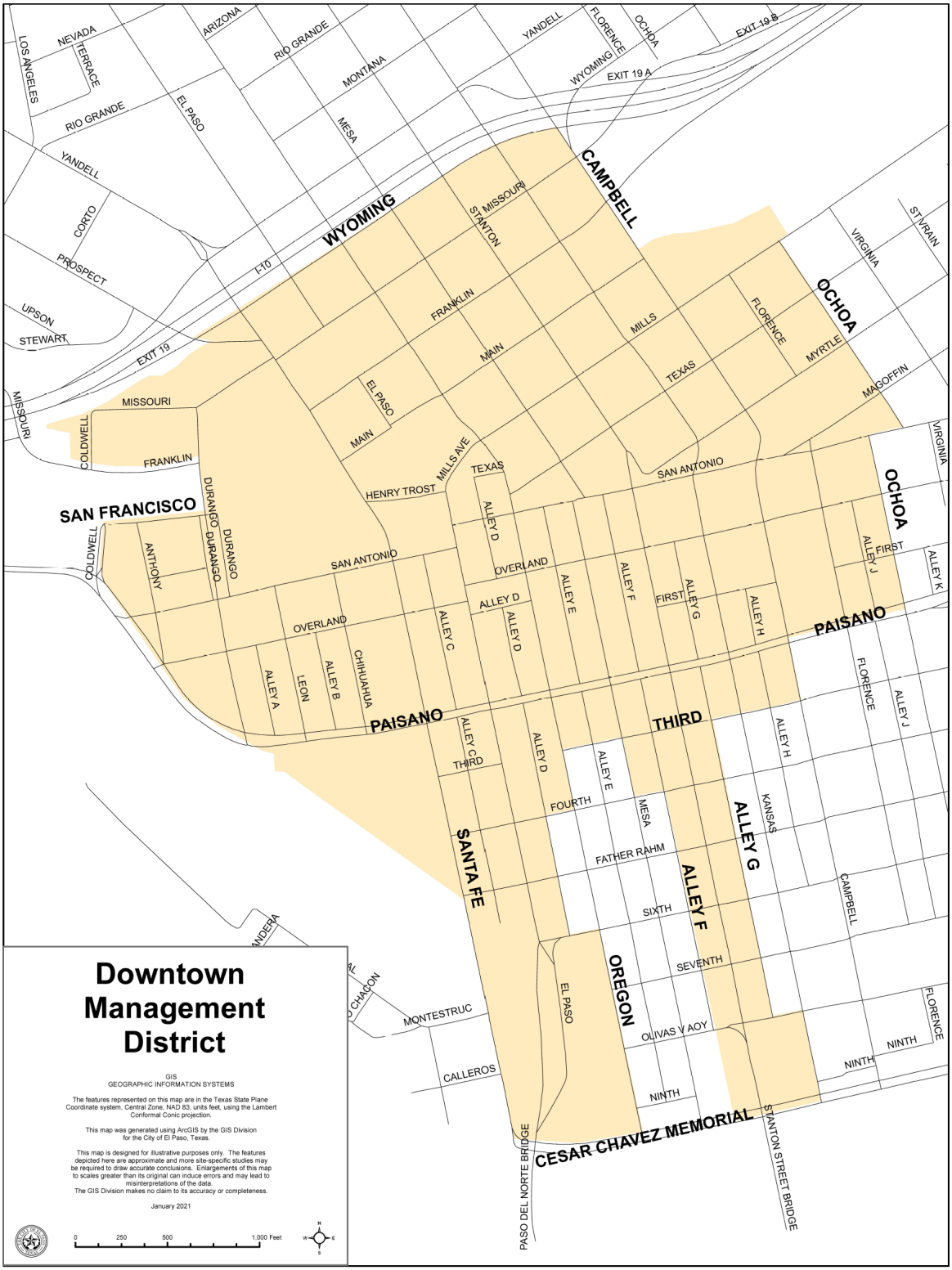
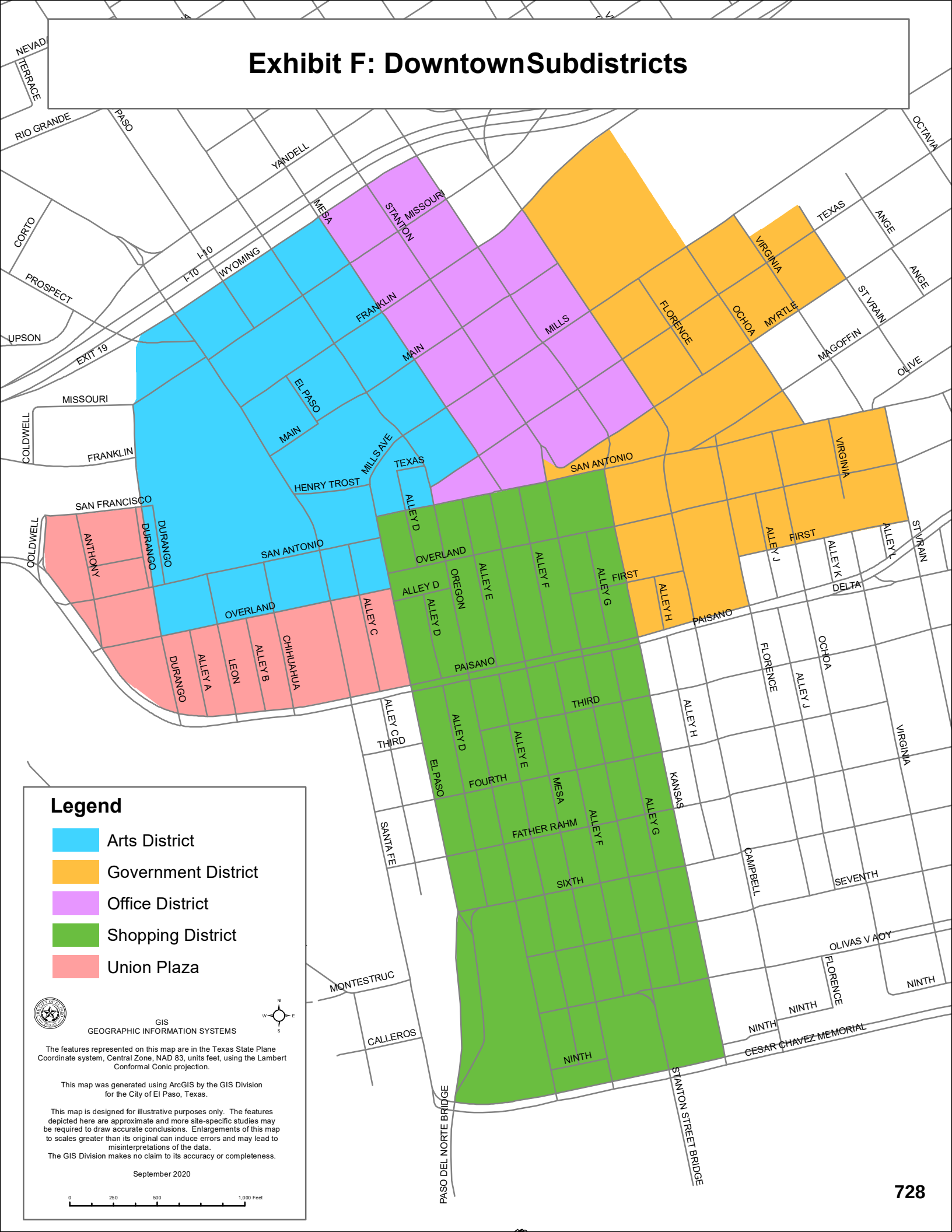


Exhibit F:
Sub-District Boundaries

Exhibit F: DowntownSubdistricts



Legend

- Arts District
- Government District
- Office District
- Shopping District
- Union Plaza

GIS
GEOGRAPHIC INFORMATION SYSTEMS

The features represented on this map are in the Texas State Plane Coordinate system, Central Zone, NAD 83, units feet, using the Lambert Conformal Conic projection.

This map was generated using ArcGIS by the GIS Division for the City of El Paso, Texas.

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 GIS Division makes no claim to its accuracy or completeness.

September 2020

0 250 500 1,000 Feet

Exhibit G:
Grant Program Guidelines

- **Downtown Commercial Façade Improvement Grant Program**
- **Downtown Signature Signage & Lighting Grant Program**
- **Downtown Mural Grant Program**
- **Downtown Pedestrian Corridor Improvement Grant Program**
- **Downtown Residential Conversion Utility Upgrade Grant Program**

Exhibit G: Grant Programs Guidelines

Downtown Commercial Façade Improvement Grant Program Guidelines

A Joint Program of:

El Paso Downtown Management District (DMD), Program Administrator

The City of El Paso

Tax Increment Reinvestment Zone (TIRZ) No. 5

Effective: October 26, 2023

DMD - Program Administrator Contact Information:
El Paso Downtown Management District
201 E. Main, Suite 107 • El Paso, TX 79901
Contact:
- Joe Gudenrath - Executive Director, direct (915) 240-3116
  Email: jgudenrath@elpasodmd.org
- Terry Mais – Office & Project Coordinator (Records / Administration), direct (915) 400-2295
  Email questions and electronic application submission to tmais@elpasodmd.org

Downtown Commercial Façade Improvement Grant Program

Thank you for your interest in the Downtown Commercial Façade Improvement Program. We encourage you to read the following guidelines thoroughly and then contact the El Paso Downtown Management District to set up an appointment to discuss your project and the grant process. These small steps will help ensure a smooth and efficient application process.

1. Program Description

The purpose of the Downtown Commercial Façade Improvement Grant Program (The Program) is to provide funding to existing business and/or property owners to make improvements to the exterior of buildings located in the boundaries of the program area identified on Exhibit A that follows. The DMD encourages interested applicants to schedule an appointment to meet with the DMD regarding the outlined requirements contained in this document for participation in the Program.

Definition of FAÇADE

1. *The exterior of a building facing a public street.*
2. *The exterior of a building not facing a public street, but more than 50% visible from a public street, sidewalk or public space (not including alleyways).*

The Program will provide matching grant funds on a ***reimbursement basis only*** for approved eligible ***exterior*** renovation improvements that are attached to or a part of a physical building structure to include restoration, preservation, and/or rehabilitation of commercial property within the eligible area of Downtown El Paso (see map that follows).

A. Subject to approval and funding availability, the matching grant funds when awarded are a dollar for dollar match (1:1 ratio) meaning once the total approved eligible improvement costs are confirmed paid in full, The Program ***reimburses*** The Participant for one half of these improvement costs which is the grant amount awarded. See table below for grant award calculation examples:

Total ***Approved Eligible*** Façade Improvement Costs	Required Matching Investment Amount by Property / Business Owner	Possible Grant Program Award
$2,000.00	$1,000.00	$1,000.00
$15,000.00	$7,500.00	$7,500.00
$30,000.00	$15,000.00	$15,000.00
Projects Located within DMD Boundaries $60,000.00 and above	$30,000.00	$30,000.00

B. Subject to approval and funding availability, the matching grant funds, when awarded to eligible projects meeting the criteria *listed below*, are two dollars for every private investment dollar match (2:1 ratio) meaning once the total approved eligible improvement costs are

confirmed paid in full, The Program reimburses The Participant for two thirds of these improvement costs which is the grant amount awarded. See table below for grant award calculation examples:

Total ***Approved Eligible*** Façade Improvement Costs	Required Private Investment Matching Amount	Possible Grant Program Award
$3,000.00	$1,000.00	$2,000.00
$15,000.00	$5,000.00	10,000.00
$30,000.00	$10,000.00	20,000.00
Projects Located within DMD Boundaries $45,000.00 and above	$15,000.00	$30,000.00

Critical Corridors:

1. Legal parcels adjacent to El Paso Street between Mills Avenue and Sixth Street.

2. Legal parcels adjacent to the Downtown El Paso Streetcar Tracks within the DMD boundaries. This area includes:

    - Franklin Avenue between Santa Fe and Kansas Streets
    - Kansas Street between Franklin and Father Rahm Avenues
    - Father Rahm Avenue between Kansas and Santa Fe Streets
    - Santa Fe Street between Father Rahm and Franklin Avenues
    - Oregon Street between Franklin Avenue and the south side of Wyoming Street
    - Stanton Street between Franklin Avenue and the south side of Wyoming Street

3. Legal parcels adjacent to Mills Avenue between El Paso Street and Mesa Street.

4. Legal parcels adjacent to San Jacinto Plaza. This area includes:

    - Mesa Street between Main Drive and Mills Avenue
    - Mills Avenue between Oregon and Mesa Streets
    - Main Drive between Oregon and Mesa Streets
    - Oregon Street between Main Drive and Mills Avenue

Historic Landmarks

1. Legal parcels designated a historic landmark or located within the Downtown Historic District.

Small Businesses

1. Legal parcels with street level and street-facing small business tenants.

C. The grant program award amount limits of reimbursement for approved eligible improvements per eligible property project are:

Maximum grant program award amount	$30,000.00
Minimum grant program award amount	$1,000.00

Grant Applicants are considered on a first-come, first-serve basis. One application per legal parcel as identified by a City of El Paso property tax account number for Real Property.

Important Note: An eligible commercial Property is defined as a legal parcel identified by a City of El Paso property tax account number for *Real* Property.

2. Program Goals

a. Revitalize and improve the appearance of downtown buildings to positively impact the aesthetics, marketability, and perception of the downtown area;
b. Increase property values;
c. Serve as a catalyst for continued private sector investment through visible improvements with an emphasis on small business support and development;
d. Offer the private sector an incentive program to invest in downtown buildings with an emphasis on historic landmarks; and
e. Restore distinctive architectural details of existing buildings by removing inappropriate or incompatible finishes.

3. Eligible Applicant Criteria

a. Legal property owner and/or business owner / tenant with written property owner consent
b. Must actively pay property taxes on proposed project's property maintaining a current account status
c. No other debts in arrears to the City of El Paso to the best of their knowledge
d. Must obtain and provide proof of no current code enforcement actions pending against the property that would not be mitigated by the improvement project by visiting website: https://aca-prod.accela.com/ELPASO/Default.aspx
Searches are available for all violations, i.e.; Building, Enforcement, Environmental, Animal, Fire, and Health.
e. Must not have received an award(s) under this program with $25,000.00 being the maximum façade improvement grant allotted to each real property legal parcel within a previous eight (8) year period.

4. Eligible Improvements / Costs include the following:

a. Artistic design elements – elements that serve to enhance and/or improve as part of the overall project
b. Awnings / canopies – new, replacement, repair and/or removal
c. Bird Spikes / Deterrents
d. Brick (exterior) – repair of damaged
e. Cleaning (exterior) – restorative in nature
f. Demolition deemed necessary to facilitate the proposed improvements
g. Design and engineering fees, construction drawings / building plans
h. Doors – new, repair and/or replacement, restoration
i. Entrance (main front) – ceramic/flooring installation; eligible only when exterior, visible and within property boundaries
j. Entrance (main front) – recessing of and/or reconfiguration
k. Fencing (security) – temporary fencing in place during construction
l. Finishes (exterior) – removal and/or restoration of deteriorating finishes
m. Glass (exterior storefront) – replacement, restoration

n. Grate and grate boxes – removal or conversion of solid grates to open mesh style
o. Historical architectural elements – preservation, restoration, rehabilitation
p. Landscaping
q. Lighting (exterior) – new, repair and/or replacement
r. Moldings – crown (wood) or foam
s. Outdoor Dining Areas (semi-permanent improvements)
t. Painting (exterior)
u. Removal of extraneous elements including security doors and security elements.
v. Signs (exterior) – new, removal, repair and/or replacement
w. Streetscape improvements
x. Tile
y. Windows (exterior) – repair and/or replacement, restoration

5. Ineligible Improvement / Costs include the following:

a. Acquisition of property
b. Barricades
c. Debris clean-up/control, dumpster fees
d. Demolition deemed ***not*** necessary to facilitate the proposed improvements
e. Driveway repair
f. Equipment rental
g. Fees – miscellaneous
h. Grout and sealant application (unless part of floor installation as defined in Eligible Cost Line Item l. above.)
i. Improvement costs completed ***prior*** to receipt of the DMD's written Formal Notice To Proceed
j. In-kind, donated, "sweat equity" or similar no cost improvement work, services or materials
k. Interior renovations or improvements
l. Parking lot repair
m. Parking meter rental
n. Permits
o. Power-washing
p. Roof repair or replacement
q. Sales tax
r. Security elements
s. Sidewalk repair
t. Surveys – asbestos, lead testing
u. Utility costs

6. Design Requirements

Applicants are encouraged to promote historic preservation by respecting original features of the building including the use of color and suitable materials, energy efficiency, accessibility standards in the design of the improvements, limiting additional signage by incorporating it into the building's design; and using suitable landscaping that will aid in the preservation of community scale and character, to the extent that they are financially feasible or required by law. All improvements must conform to applicable city building codes, zoning ordinances, local and state laws and to the design guidelines adopted for the area (i.e., The Union Plaza District) and approved by the Façade Review Committee (The Committee) for The Program.

Historic District

Applicants whose project is determined to be a historically designated building or located within the City of El Paso Historic District must first obtain written certification and/or

Administrative Review Approval of the project from the City of El Paso Historic Preservation office or Historic Landmark Commission. Office contact and location information:

801 Texas Ave., El Paso, Texas 79901
Phone: (915) 212-1567

Visit website:

Planning (elpasotexas.gov)

to obtain more information about Historic Design Requirements/Guidelines.

7. **Funding Availability**

Grant funding is limited and subject to availability. Applicants will be kept informed of funding availability as part of the application process.

8. **Application Process**

The required Façade Grant Program Application form is available at the DMD's principal office (location listed on the cover page of this document) and at the DMD website www.downtownelpaso.com click DMD Programs, then Grant Programs. The application must be completed in its entirety and include the required additional documentation listed on page 2 of the application, including, but not limited to, as summarized below:

- Color conceptual rendering (8 ½ x 11) of the proposed façade improvement work.
- Brief description of project (150 words or less).
- **Certified** City of El Paso Tax Certificate of corresponding legal parcel of proposed façade improvement project indicating property taxes are paid and account is in a current status.
- Costs estimates and project scope (detailed itemized breakdown) of proposed façade improvements.
- Proof of current property ownership.
- Current color photograph(s) of site and structures relating to the façade improvement work area.

Important Note: Application requires notary certified signature(s).

a. **Application Submission (electronic submission preferred)**

The completed required Application Form and accompanying documents (The Application) must be submitted for review to the DMD at a minimum, one week prior to the next scheduled Economic & Residential Development Review Committee Meeting (Review Meeting). The deadline for acceptance of applications is 12 noon every first Thursday of the month. Completed applications received by the deadline will be reviewed at the next scheduled Review Meeting (typically held monthly every 2nd Thursday at 10:00 a.m. in the DMD office). The DMD is charged with conducting the initial review of submitted applications. To ensure the Application is reviewed in a timely manner, it is ***highly recommended that Applicants have prior contact*** with the DMD Office & Project Coordinator in order to receive clarification about application submission dates. Should the Office & Project Coordinator be unavailable, an appointment may be scheduled with the Executive Director. (Contact information for applicable DMD staff members is located on the cover page of this document). The Application will be date/time stamped at the time of submission/receipt at the DMD office or via email.

b. **Application Review**

Preliminary review of the Application will be performed at the time of its submission to determine whether it is complete and the requirements for submission have been fulfilled with subsequent advice to the Applicant of necessary changes or missing items that will need to be corrected as soon as possible. The DMD will then conduct a more extensive review of The Application and will again advise the Applicant if any insufficiencies or discrepancies remain to be corrected. ***Time is of the essence.***

The Application is then presented to the Economic & Residential Development Review Committee (The Committee) for review to make a recommendation for approval or rejection to the DMD Board of Directors (BOD) at the next scheduled monthly BOD meeting. The Committee is comprised of DMD Board members, City of El Paso staff members and when applicable, an officer of the City of El Paso Historic Preservation Office. Applicants are invited to attend The Review Meeting when their application is scheduled for review and recommendation. For clarification purposes, questions may be posed to The Applicant regarding the façade improvement project.

Applications and potential grant awards will be based on how well the project addresses the following criteria:

- **Does the façade project revitalize; improve the appearance; positively impact the aesthetics, marketability, and / or perception of the downtown area?**
- **Does the façade project add substantial visible improvement to the exterior appearance of the building; have the probability to increase the parcel's property value?**
- **Does the façade project restore or create distinctive architectural details of an existing building by removing inappropriate or incompatible finishes?**
- **Does the property where the façade project is located currently have an operating business or signed lease?**
- **If the building where the façade project is located has existing historically significant architectural elements, does the façade project maintain and / or restore the architectural details?**
- **Does the façade face an identified pedestrian corridor as identified by the Downtown Wayfinding Plan?**

The Committee will make their recommendation and present the Application to the BOD for final approval determination. The BOD has discretion to approve, modify or reject the Application and is not bound by any committee recommendation. The BOD typically meets every 4th Thursday of the month at 11:30 a.m. The meeting location is identified on the published agenda. Applicants are invited to attend the monthly BOD meeting.

Applicants will be notified in writing as to the status of The Application, approved, amended or rejected. The BOD reserves the right to postpone the decision.

9. <u>Matching Funds Reimbursement Grant Agreement</u>

In the event, the Application has received final BOD approval, a Commitment Letter will be issued to the Applicant that includes, the establishment of a commitment period for completion of the project and information regarding the execution of the required Reimbursement Grant Agreement (The Agreement) between the Applicant, now referred to as The Participant (individual or entity responsible for payment of the façade improvement expenses), and the DMD. The Agreement will have been prepared and will accompany the Commitment Letter. The façade improvement project information and specifics and the terms and conditions of the Participant's obligations for receipt of grant funds are outlined in the Agreement including, but not limited to, the following:

a. Property and project scope location/identification along with Exhibit attachments identify the specific approved facade improvements to be undertaken;
b. Maximum amount of the approved allowed reimbursement grant funds;
c. Contract performance deadlines and dates including, but not limited to, submission of building permit(s) and other applicable permits or approvals
d. Project monitoring and right of final inspection by DMD staff or other City of El Paso personnel;
e. Compliance with applicable local, state, and federal laws;
f. Promotional rights to the City of El Paso and the DMD;
g. Maintenance requirements;
h. Removal / alteration of façade improvements within three (3) years from the date of completion of façade improvement project and subsequent recapture of prorated grant funds.

Important Note: The Participant must promptly return the executed Agreement to the DMD office. In the event the Participant is not the legal property owner, the property owner must also provide signature consenting to the facade improvement project, BOTH signatures require notary certification.

10. Final Field Inspection

Requests for reimbursement will only be processed after the façade improvement work is completed and approved following a final field inspection by the Program Administrator and/or authorized City of El Paso personnel in order to verify compliance with the project scope.

11. Reimbursement Requests

Along with written inspection approval of the Work from the DMD, The Participant will receive a Façade Program Reimbursement Request Form and Form W-9 in order to properly submit a reimbursement request. The Façade Program Reimbursement Request must be submitted and received in the DMD office within twenty-one (21) calendar days from the date of the written final inspection approval notice. The Participant agrees that reimbursement of the eligible façade improvement costs are subject to the following terms and conditions contained within The Agreement under “Section 6. Payment Processing” relating to the required proper documentation to be included with the Reimbursement Request Form:

a. A completed and signed Façade Program Reimbursement Request Form and Form W-9 (completed with The Participant’s information) as provided by the DMD;
b. Proof of payment of all façade improvement costs (front and back copies of cancelled checks and / or electronic transaction receipts along with corresponding invoices marked "PAID" with zero balance) must demonstrate payment was made by The Participant. Invoices shown to be paid by other than The Participant will not be included in payment of the Reimbursement Grant;
c. Statements from architects, contractors and/or subcontractors acknowledging that all payments have been received and / or;
d. Notarized final lien waivers from all contractors and/or subcontractors, where applicable;
e. Proof of any applicable final governmental inspections (e.g., planning or building permits or certificates of occupancy); and
f. Digital color photograph(s) are preferred that accurately reflect the completion of the Work. When lighting is a component of the grant project, day and evening photographs are required.

Documentation submitted along with the Reimbursement Request Form is subject to the

review and approval of the Program Administrator. Further, reimbursement under The Program means that no reimbursement payment will be issued until The Participant has paid for the facade improvement work in ***full***.

Allow thirty (30) days for processing of the Grant Reimbursement payment which will be processed in the form of a check made payable to The Participant. The Participant will be notified once the check is available for release and will require signature by an authorized party.

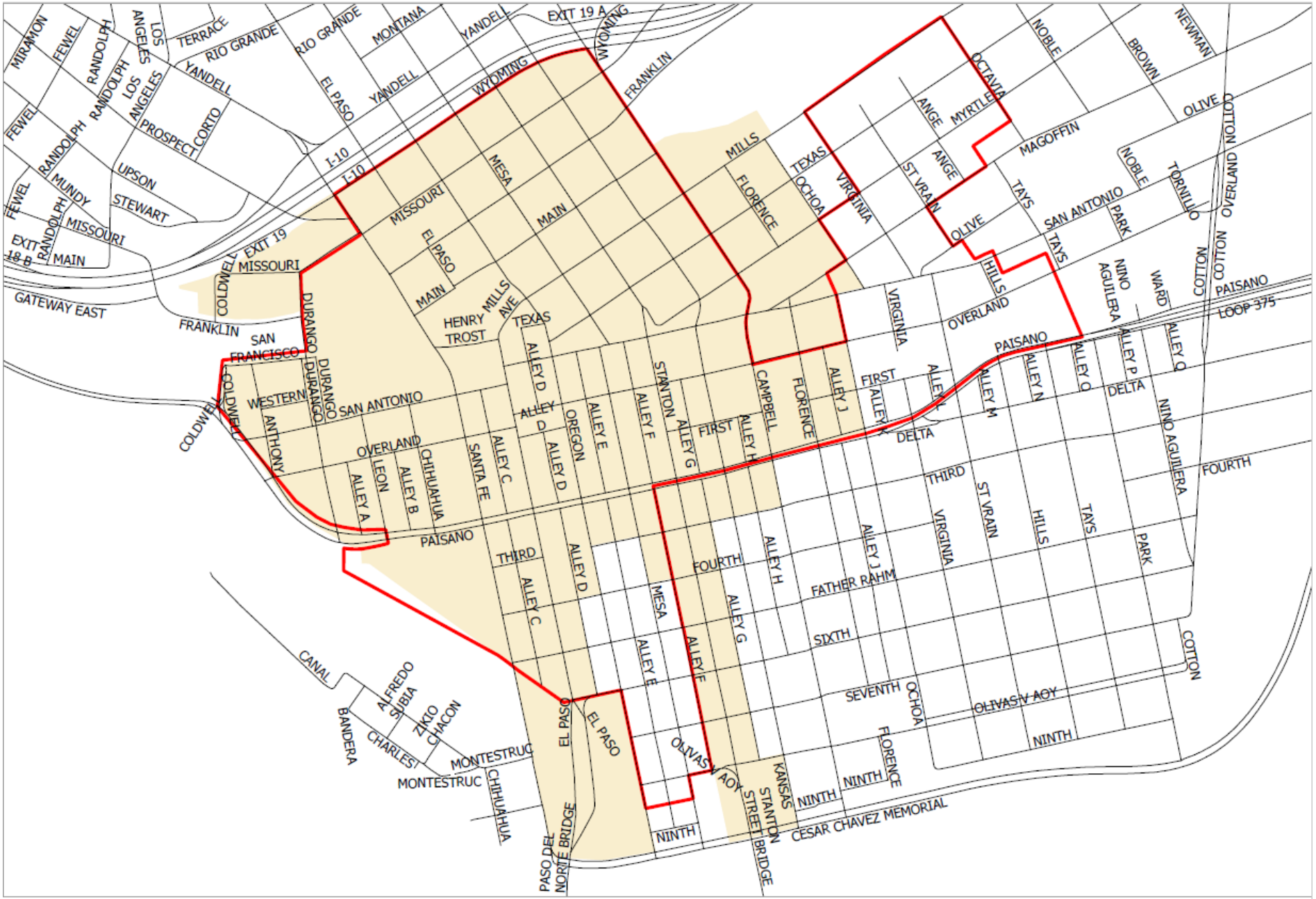
Important Note: Grant funds are subject to the IRS reporting guidelines related to the reporting of Miscellaneous Income via a Form 1099-MISC.

12. Maintenance Requirements

By accepting grant funds, the Participant commits to properly maintain all façade improvements, keeping them clean and free of graffiti for a minimum of three (3) years at the Participant's own expense. Any damage to the façade improvements is to be repaired immediately by The Participant so that the property remains in good condition. The Participant is required to touch up painted areas and perform any other repairs needed on an ongoing basis and to maintain building appearance including the cleaning of any awnings at least once a year. The Participant also agrees to return a pro-rated amount of the grant funds received if any portion of the facade improvement is removed within three (3) years of the project completion date.

13. Promotional Rights

By accepting grant funds, the Participant authorizes the City of El Paso and the DMD to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and descriptions of the project and property in the City of El Paso's and the DMD's printed promotional materials, press releases, and websites.



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 City of El Paso makes no claim to its accuracy or completeness.

N W E S

Legend

Downtown Management District

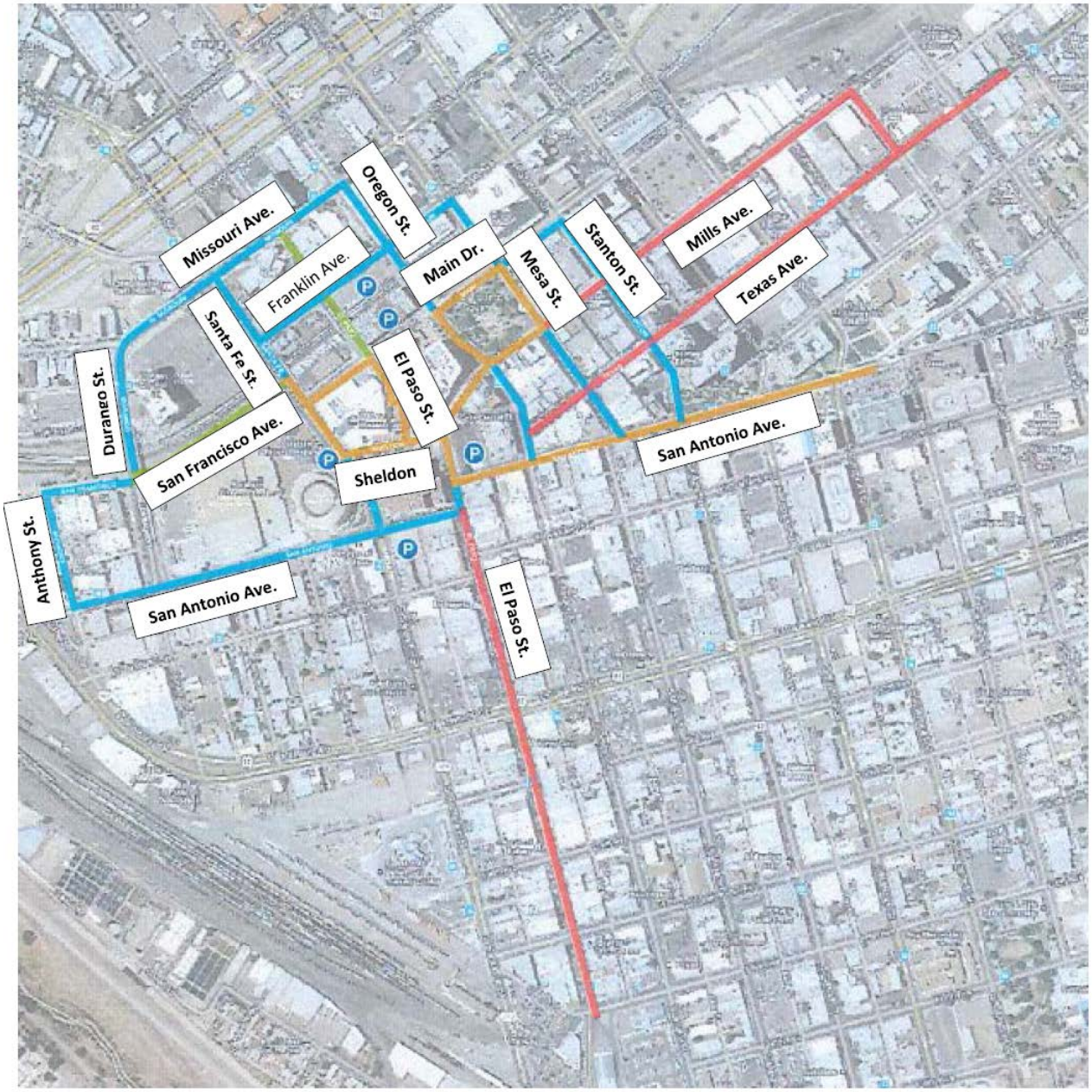
TIRZ #5

0 500 1,000 Feet

A-2

El Paso Downtown Wayfinding Plan

El Paso Downtown Wayfinding Plan



Downtown Signature Signage & Lighting Grant Program Guidelines

A Joint Program of:

El Paso Downtown Management District (DMD), Program Administrator

The City of El Paso

Tax Increment Reinvestment Zone (TIRZ) No. 5

Effective October 26, 2023

DMD - Program Administrator Contact Information:

El Paso Downtown Management District
201 E. Main, Suite 107 • El Paso, TX 79901
Contact:
- Joe Gudenrath - Executive Director, direct (915) 240-3116
  Email: jgudenrath@elpasodmd.org
- Terry Mais – Office & Project Coordinator (Records / Administration), direct (915) 400-2295
  Email questions and electronic application submission to tmais@elpasodmd.org

Downtown Signature Signage & Lighting Grant Program

Thank you for your interest in the Downtown Signature Signage & Lighting Grant Program. We encourage you to read the following guidelines thoroughly and then contact the El Paso Downtown Management District to set up an appointment to discuss your project and the grant process. These small steps will help ensure a smooth and efficient application process.

1. Program Description

The purpose of the Downtown Signature Signage and Lighting Grant Program (the "Program") is to encourage installation and/or rehabilitation of historic and/or artistic signage and/or lighting within the boundaries of the program area identified on Exhibit A.

Definition of SIGNATURE for the purposes of this program:

1. historic and/or artistic signage that is not used for brand advertising or any other revenue generating purpose
2. something that serves to set apart or identify

NOTE: The "signature" nature of a proposed project will be determined by the Economic & Residential Development Committee. Standard improvements to signage and lighting will not be considered under this program, however, may be considered under the Downtown Commercial Façade Improvement Grant Program.

The Program will provide matching grant funds on a reimbursement basis only for approved eligible exterior signature signage and lighting associated with buildings within the eligible areas of Downtown El Paso. Proposed projects will be evaluated based on innovation and creativity.

Subject to approval and funding availability, the matching grant funds when awarded are one dollar for every eligible matching dollar invested (1:1 ratio) meaning once the total approved eligible project and/or improvement costs are confirmed paid in full, The Program reimburses The Participant for one half of the project and/or improvement costs which is the approved grant amount awarded.

Example of investment matching requirements:

Total ***Approved Eligible*** Signature Signage & Lighting Project Costs	Required Matching Investment Amount by Property / Business Owner	Possible Grant Program Award
$2,000	$1,000	$1,000
$15,000	$7,500	$7,500
$50,000 and above	$25,000 and above	$25,000

The Program grant award amount limits of reimbursement for an approved eligible project and/or improvements per eligible property project are:

Maximum grant program award amount	$25,000.00
Minimum grant program award amount	$1,000.00

Grant applications are considered on a first-come, first-serve basis. One application per legal parcel as identified by a City of El Paso property tax account number for Real Property.

Important Note: An eligible commercial Property is defined as a legal parcel identified by a City of El Paso property tax account number for *Real* Property.

2. Program Goals

a. Establish recognizable signage within the downtown.
b. Illuminate the pedestrian corridors to positively impact the aesthetics, activation, marketability, and perception of the downtown area.
c. Increase property values.
d. Serve as a catalyst for continued private sector investment through visible improvements.
e. Offer the private sector and small businesses an incentive program to invest in downtown.

3. Eligible Applicant Criteria

a. Legal property owner and/or business owner / tenant with written property owner consent
b. Must actively pay property taxes on proposed project's property maintaining a current account status
c. No other debts in arrears to the City of El Paso to the best of their knowledge
d. Must obtain and provide proof of no current code enforcement actions pending against the property that would not be mitigated by the improvement project by visiting website: https://aca-prod.accela.com/ELPASO/Default.aspx. Searches are available for all violations, i.e.; Building, Enforcement, Environmental, Animal, Fire, and Health.
e. Must not have received an award(s) under this program with $25,000.00 being the maximum façade improvement grant allotted to each real property legal parcel within a previous eight (8) year period.

4. Eligible Project / Improvements / Costs include the following:

a. Signature Signage – new, repair or replacement. Rooftop signs, blade signs.
b. Lighting Installations – new, repair or replacement
c. Rooftop art, so long as it is visible from the right of way and lit at night
d. Demolition deemed necessary to facilitate the proposed improvements
e. Equipment Rental
f. Installation costs
g. Design and engineering fees, construction drawings / building plans

5. Ineligible Project / Improvement / Costs include the following:

a. Brand Advertising (or other revenue generating use)
b. Billboards
c. Barricades
d. Debris clean-up/control, dumpster fees
e. Demolition deemed ***not*** necessary to facilitate the proposed improvements
f. In-kind, donated, "sweat equity" or similar no cost improvement work
g. Interior renovations or improvements
h. Parking Meter rental
i. Permits

j. Power-washing
k. Project / improvement costs completed prior to receipt of the DMD's written Formal Notice to Proceed
l. Sales Tax
m. Standard building exterior renovations, improvements or lighting (See Downtown Commercial Façade Improvement Grant Program)
n. Surveys – asbestos, lead testing
o. Utility costs

6. Design Requirements

Applicants are encouraged to promote historic preservation by respecting original features of the building including the use of color and suitable materials, energy efficiency, accessibility standards in the design of the improvements, limiting additional signage by incorporating it into the building's design; and using suitable landscaping that will aid in the preservation of community scale and character, to the extent that they are financially feasible or required by law. All improvements must conform to applicable city building codes, zoning ordinances, local and state laws and to the design guidelines adopted for the area (i.e., The Union Plaza District) and approved by the Economic & Residential Development Committee (The Committee) for The Program.

Historic District

Applicants whose project is associated with a property determined to be a historically designated building or located within the City of El Paso Historic District must first obtain written certification and/or Administrative Review Approval of the project from the City of El Paso Historic Preservation office or Historic Landmark Commission. Office contact and location information:

Address: Historic Preservation Office
801 Texas Ave., El Paso, Texas 79901
Phone: (915) 212-1567

To obtain more information about Historic Design Requirements/Guidelines visit:

Planning (elpasotexas.gov)

7. Funding Availability

Grant funding is limited and subject to availability. Applicants will be kept informed of funding availability as part of the application process.

8. Application Process

The required Signature Signage & Lighting Grant Program Application form is available at the DMD's principal office (location listed on the cover page of this document) and at the DMD website www.downtownelpaso.com click DMD Programs, then Grant Programs. The application must be completed in its entirety and include the required additional documentation listed on page 2 of the application, including, but not limited to, as summarized below:

- Color conceptual rendering (8 ½ x 11) of the proposed signage and / or lighting plans / work.
- Brief description of project (150 words or less).
- **Certified** City of El Paso Tax Certificate of corresponding legal parcel of proposed improvement project indicating property taxes are paid and account is in a current status.
- Costs estimates and project scope (detailed itemized breakdown) of proposed signage and/or lighting improvements.
- Proof of current property ownership.

- Current color photograph(s) of site and structures relating to the project / improvement work area.

Important Note: Application requires notary certified signature(s).

a. **Application Submission**

The completed required Application Form and accompanying documents (The Application) must be submitted for review to the DMD at a minimum, one week prior to the next scheduled Economic & Residential Development Committee Meeting (Review Meeting). The deadline for acceptance of applications is 12 noon every first Thursday of the month. Completed applications received by the deadline will be reviewed at the next scheduled Review Meeting (typically held monthly every 2nd Thursday at 10:00 a.m. in the DMD office). The DMD is charged with conducting the initial review of submitted applications. To ensure The Application is reviewed in a timely manner, it is ***highly recommended that Applicants schedule an appointment*** with the DMD Office & Project Coordinator. Should the Office & Project Coordinator be unavailable, an appointment may be scheduled with the Executive Director. (Contact information for applicable DMD staff members is located on the cover page of this document). The Application will be date/time stamped at the time of submission/receipt at the DMD office.

b. **Application Review**

Preliminary review of the Application will be performed at the time of the scheduled appointment to determine whether it is complete and the requirements for submission have been fulfilled with subsequent advice to the Applicant of necessary changes or missing items that will need to be corrected as soon as possible. The DMD will then conduct a more extensive review of The Application and will again advise the Applicant if any insufficiencies or discrepancies remain to be corrected. ***Time is of the essence.***

The Application is then presented to the Economic & Residential Development Committee (The Committee) for review to make a recommendation for approval or rejection to the DMD Board of Directors (BOD) at the next scheduled monthly BOD meeting. The Committee is comprised of DMD Board members, At-Large Committee members, City of El Paso staff members and when applicable, an officer of the City of El Paso Historic Preservation Office. Applicants are invited to attend The Review Meeting when their application is scheduled for review and recommendation. For clarification purposes, questions may be posed to The Applicant regarding the project.

Applications and potential grant awards will be based on how well the project addresses the following criteria:

- **Is the project "signature" in nature? Failure to meet the DMD's identification of "signature" will automatically cause the application to be rejected . Standard signage and lighting are eligible costs under the Downtown Commercial Façade Improvement Grant Program.**
- **Does the project revitalize; improve the appearance; positively impact the aesthetics, marketability, and / or perception of the downtown area?**
- **Does the project add substantial visible improvement to the exterior appearance of the building; have the probability to increase the parcel's property value?**
- **Does the project restore or create distinctive architectural details of an existing sign or lighting installment?**
- **Does the property where the project is located currently have an operating**

business or signed lease?

- **If the building where the project is located has existing historically significant architectural elements, does the project maintain and / or restore the architectural details?**
- **Does the parcel face an identified pedestrian corridor as identified by the Downtown Wayfinding Plan, El Paso Street, or the Streetcar route?**

The Committee will make their recommendation and present the Application to the BOD for final approval determination. The BOD has discretion to approve, modify or reject the Application and is not bound by any committee recommendation. The BOD typically meets every 4th Thursday of the month at 11:30 a.m. The meeting location is identified on the published agenda. Applicants are invited to attend the monthly BOD meeting.

Applicants will be notified in writing as to the status of The Application, approved, amended or rejected. The BOD reserves the right to postpone the decision.

9. Matching Funds Reimbursement Grant Agreement

In the event the Application has received final BOD approval, a Commitment Letter will be issued to the Applicant that includes the establishment of a commitment period for completion of the project and information regarding the execution of the required Matching Funds Reimbursement Grant Agreement (The Agreement) between the Applicant, now referred to as The Participant (individual or entity responsible for payment of the signage and/or lighting project expenses), and the DMD. The Agreement will have been prepared and will accompany the Commitment Letter. The signature signage and lighting project information, specifics and the terms and conditions of the Participant's obligations for receipt of grant funds are outlined in the Agreement including, but not limited to, the following:

a. Property and project scope location/identification along with Exhibit attachments identify the specific approved project and/or improvements to be undertaken;
b. Maximum amount of the approved allowed reimbursement grant funds;
c. Contract performance deadlines and dates including, but not limited to, submission of building permit(s) and other applicable permits or approvals
d. Project monitoring and right of final inspection by DMD staff or other City of El Paso personnel;
e. Compliance with applicable local, state, and federal laws;
f. Promotional rights to the City of El Paso and the DMD;
g. Maintenance requirements;
h. Removal / alteration of project and/or improvements within three (3) years from the date of completion of the project and/or improvements and subsequent recapture of prorated grant funds.

Important Note: The Participant must promptly return the executed Agreement to the DMD office. In the event the Participant is not the legal property owner, the property owner must also provide signature consenting to the project and/or improvements, BOTH signatures require notary certification.

10. Final Field Inspection

Requests for reimbursement will only be processed after the project work is completed and approved following a final field inspection by the Program Administrator and/or authorized City of El Paso personnel in order to verify compliance with the project scope.

11. Reimbursement Requests

Along with written inspection approval of the Work from the DMD, The Participant will receive a Signature Signage & Lighting Program Reimbursement Request Form and Form W-9 in order to properly submit a reimbursement request. The Signature Signage & Lighting Program Reimbursement Request must be submitted and received in the DMD office within twenty-one (21) calendar days from the date of the written final inspection approval notice. The Participant agrees that reimbursement of the eligible project and/or improvement costs are subject to the following terms and conditions contained within The Agreement under "Section 6. Payment Processing" relating to the required proper documentation to be included with the Reimbursement Request Form:

a. A completed and signed Signature Signage & Lighting Program Reimbursement Request Form and Form W-9 (completed with The Participant's information) as provided by the DMD;
b. Proof of payment of all project and/or improvement costs (front and back copies of cancelled checks and /or electronic receipts along with corresponding invoices marked "PAID") must demonstrate payment was made by The Participant. Invoices shown to be paid by other than The Participant will not be included in payment of the Matching Funds Reimbursement Grant;
c. Statements from architects, contractors and/or subcontractors acknowledging that all payments have been received;
d. Notarized final lien waivers from all contractors and/or subcontractors, where applicable;
e. Proof of any applicable final governmental inspections (e.g., planning or building permits or certificates of occupancy); and
f. Digital color photograph(s) are preferred (8 ½ x 11) that accurately reflect the completion of the Work. When lighting is a component of the grant project, day and evening photographs are required.

Documentation submitted along with the Reimbursement Request Form is subject to the review and approval of the Program Administrator. Further, reimbursement under The Program means that no reimbursement payment will be issued until The Participant has paid for the project and/or improvement work in ***full***.

Allow 30 days for processing of the Matching Funds Reimbursement Grant payment which will be processed in the form of a check made payable to The Participant. The Participant will be notified once the check is available for release and will require signature by an authorized party.

Important Note: Grant program awards are subject to the IRS reporting guidelines related to the reporting of Miscellaneous Income via a Form 1099-MISC.

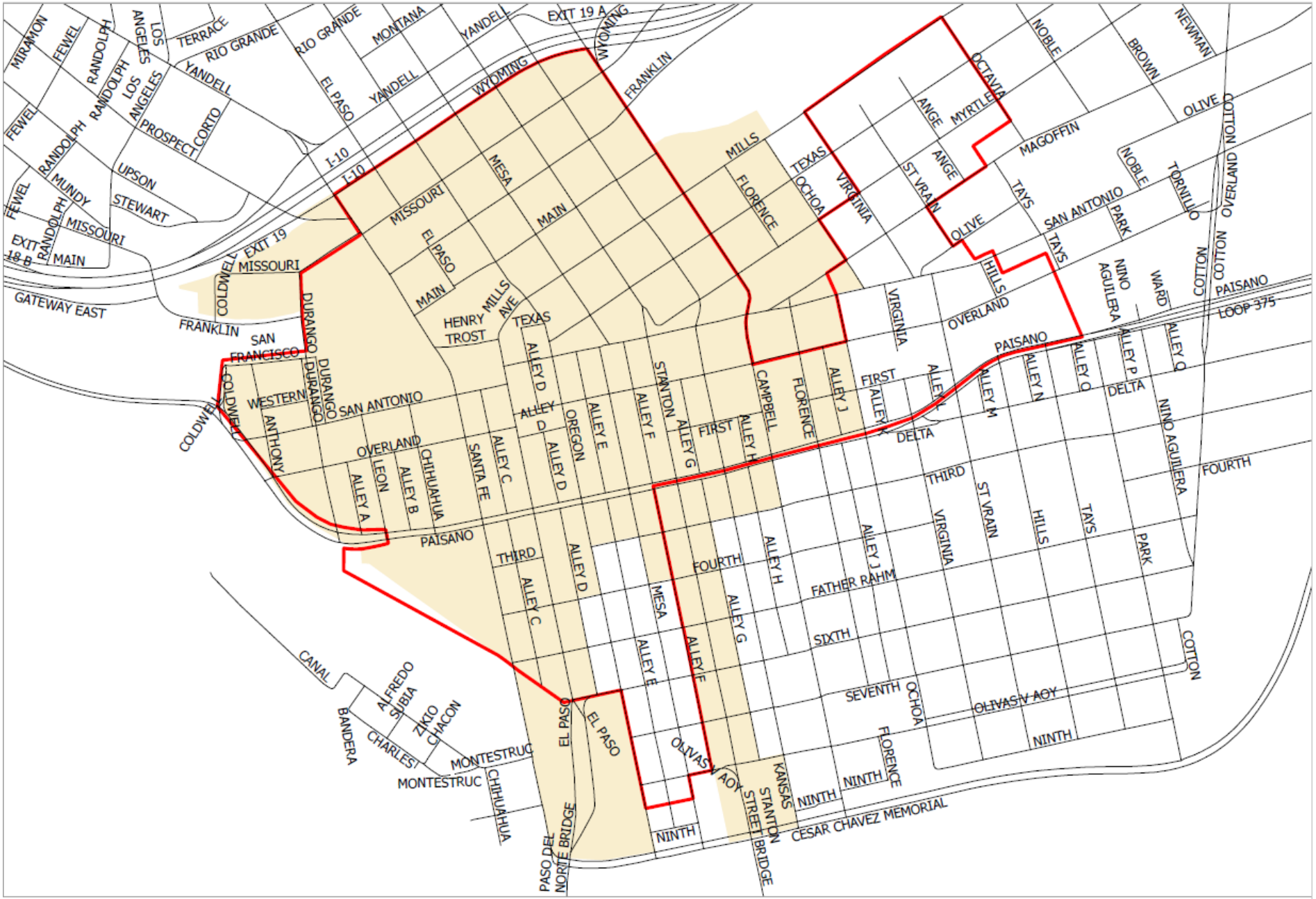
12. Maintenance Requirements

By accepting grant funds, The Participant commits to properly maintain all signage and/or lighting elements, keeping them operational and illuminated nightly for a minimum of three (3) years at the Participant's own expense. Any damage to the signage and/or lighting elements is to be repaired immediately by The Participant so that they remain in good, working condition. The Participant is required to perform any other repairs needed on an ongoing basis and to maintain appearances.

The Participant also agrees to return a pro-rated amount of the grant program award received if any portion of the signage and/or lighting installation is removed or inoperable within three (3) years of the project completion date.

13. Promotional Rights

By accepting grant funds, the Participant authorizes the City of El Paso and the DMD to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and descriptions of the project and property in the City of El Paso's and the DMD's printed promotional materials, press releases, and websites.



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 City of El Paso makes no claim to its accuracy or completeness.

N W E S

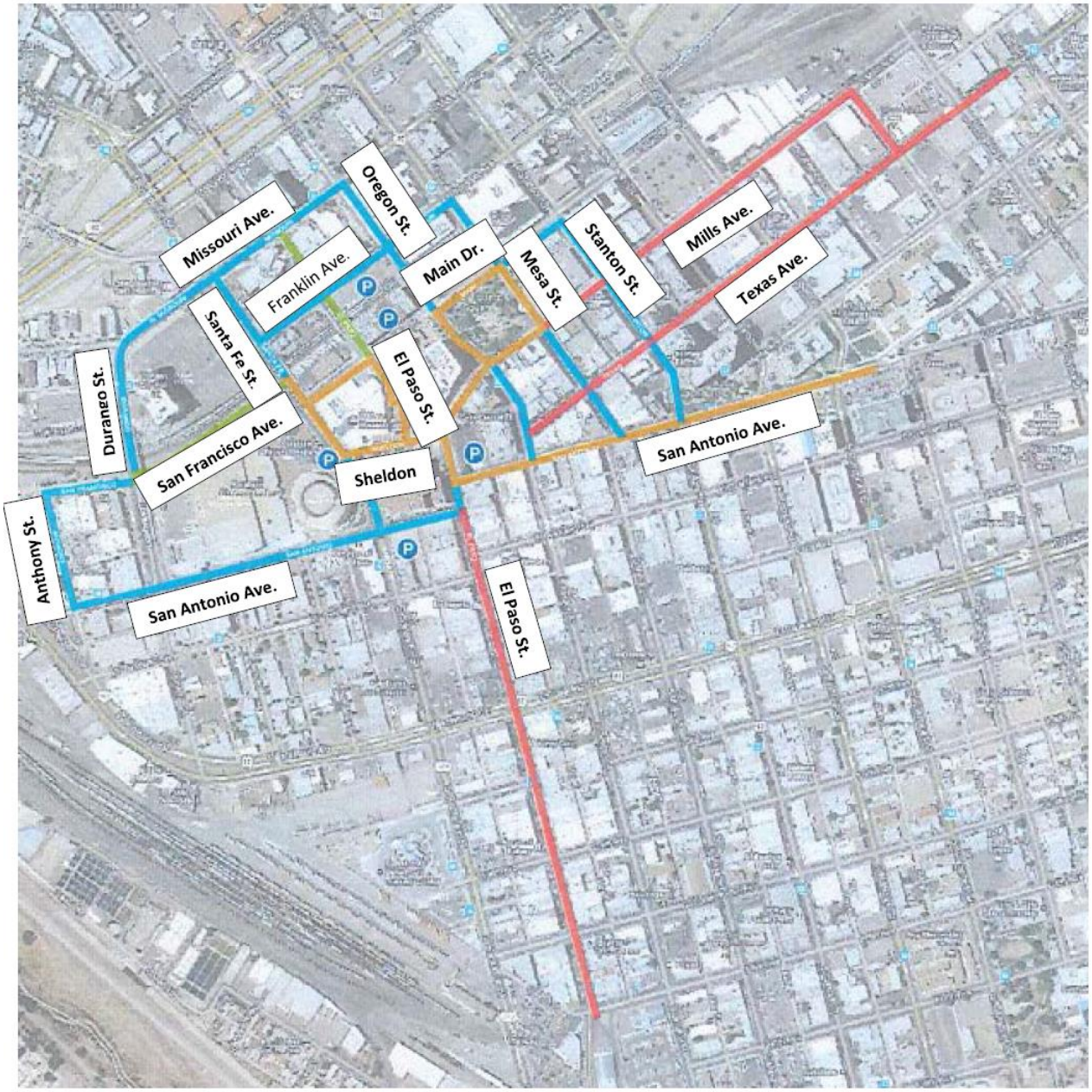
Legend

Downtown Management District

TIRZ #5

0 500 1,000 Feet

El Paso Downtown Wayfinding Plan



El Paso Streetcar Route

A-3

Downtown Mural

Grant Program Guidelines

A Program of:

El Paso Downtown Management District (DMD)

Effective October 26, 2023

DMD - Program Administrator Contact Information:

El Paso Downtown Management District
201 E. Main, Suite 107 • El Paso, TX 79901
Contact:
- Joe Gudenrath - Executive Director, direct (915) 240-3116
  Email: jgudenrath@elpasodmd.org
- Terry Mais – Office & Project Coordinator (Records / Administration), direct (915) 400-2295
  Email questions and electronic application submission to tmais@elpasodmd.org

Downtown Mural Grant Program

Thank you for your interest in the Downtown Mural Grant Program. We encourage you to read the following guidelines thoroughly and then contact the El Paso Downtown Management District to set up an appointment to discuss your project and the grant process. These small steps will help ensure a smooth and efficient application process.

1. Program Description

The purpose of the Downtown Mural Grant Program (the "Program") is to provide funding to existing business and/or property owners to establish or restore murals within the boundaries of the El Paso Downtown Management District (DMD).

NOTE: Standard paint and/or artistic design element improvements will not be considered under this program. See Downtown Commercial Façade Improvement Grant Program.

The Program will provide matching grant funds on a reimbursement basis only for approved mural projects that are adjacent to the public right-of-way or surface parking lots, or visible from public right-of-way within the eligible areas of Downtown El Paso.

Subject to approval and funding availability, the matching grant funds when awarded are a dollar for dollar match (1:1 ratio) meaning once the total approved eligible mural project costs are confirmed paid in full, The Program ***reimburses*** The Participant for one half of these project costs which is the grant amount awarded

Example of Matching Requirements:

Total ***Approved Eligible*** Mural Project Costs	Required Matching Investment Amount by Property/Business Owner	Possible Grant Program Award
$3,000	$1,500	$1,500
$10,000	$5,000	$5,000
$20,000 and above	$10,000 and above	$10,000

The Program grant award amount limits of reimbursement for an approved eligible mural project per eligible property project are:

Maximum grant program award amount $10,000.00
Minimum grant program award amount $1,000.00

Grant applications are considered on a first-come, first-serve basis. One application per legal parcel as identified by a City of El Paso property tax account number for Real Property.

Important Note: An eligible commercial Property is defined as a legal parcel identified by a City of El Paso property tax account number for *Real* Property.

2. Program Goals

a. Establish suitable and recognizable murals within the downtown.
b. Positively impact the aesthetics, activation, marketability, and perception of the downtown area.
c. Increase property values.
d. Serve as a catalyst for continued private sector investment through visible improvements.
e. Offer the private sector an incentive program to invest in downtown.

3. Eligible Applicant Criteria

a. Legal property owner and/or business owner/tenant with written property owner consent.
b. Must actively pay property taxes on proposed project's property maintaining a current account status.
c. No other debts in arrears to the City of El Paso to the best of their knowledge.
d. Must obtain and provide proof of no current code enforcement actions pending against the property that would not be mitigated by the mural project by visiting website: https://aca-prod.accela.com/ELPASO/Default.aspx Searches are available for all violations, i.e. Building, Enforcement, Environmental, Animal, Fire and Health.
e. Must not have received an award(s) under this program with $10,000.00 being the mural grant allotted to each real property legal parcel within a previous eight (8) year period.

4. Eligible Improvements / Costs include the following:

a. Artist Services
b. Demolition deemed necessary to facilitate the proposed improvements
c. Wall Preparations
d. Artist Supplies
e. Equipment Rental
f. Lighting

5. Ineligible Improvement / Costs include the following:

a. Brand Advertising (or any other revenue generating use)
b. Barricades
c. Debris clean-up/control, dumpster fees
d. Demolition deemed ***not*** necessary to facilitate the proposed improvements
e. Improvement costs completed prior to receipt of the DMD's written Formal Notice to Proceed
f. In-kind, donated, "sweat equity" or similar no cost improvement work
g. Interior renovations or improvements
h. Parking Meter rental
i. Permits
j. Sales Tax
k. Standard building exterior renovations, improvements, painting or artistic design elements (See Downtown Commercial Façade Improvement Grant Program)
l. Surveys – asbestos, lead testing
m. Utility costs

6. Design Requirements

Applicants are encouraged to promote historic preservation by respecting original features of the building including the use of color and suitable materials, energy efficiency, accessibility standards in the design of the improvements, limiting additional signage by

incorporating it into the building's design; and using suitable landscaping that will aid in the preservation of community scale and character, to the extent that they are financially feasible or required by law. All improvements must conform to applicable city building codes, zoning ordinances, local and state laws and to the design guidelines adopted for the area (i.e., The Union Plaza District) and approved by the Economic & Residential Development Committee (The Committee) for The Program.

Historic District
Applicants whose project is associated with a property determined to be a historically designated building or located within the City of El Paso Historic District must first obtain written certification and/or Administrative Review Approval of the project from the City of El Paso Historic Preservation office or Historic Landmark Commission. Office contact and location information:

Address: 801 Texas Ave., El Paso, Texas 79901
Phone: (915) 212-1567

To obtain more information about Historic Design Requirements/Guidelines visit:

Planning (elpasotexas.gov)

7. Funding Availability

Grant funding is limited and subject to availability. Applicants will be kept informed of funding availability as part of the application process.

8. Application Process

The required Mural Grant Program Application form is available at the DMD's principal office (location listed on the cover page of this document) and at the DMD website www.downtownelpaso.com click DMD Programs, then Grant Programs. The application must be completed in its entirety and include the required additional documentation listed on page 2 of the application, including, but not limited to, as summarized below:

- Color conceptual rendering (8 ½ x 11) of the proposed mural.
- Artist information including resume and portfolio.
- Brief description of project (150 words or less).
- Project budget to include the identification of any grants, donations, contributions, etc. received or being requested by the applicant or persons associated with the project.
- **Certified** City of El Paso Tax Certificate of corresponding legal parcel of proposed façade improvement project indicating property taxes are paid and account is in a current status.
- Costs estimates and project scope (detailed itemized breakdown) of proposed mural.
- Proof of current property ownership.
- Current color photograph(s) of site and structures relating to the improvement work area.

Important Note: Application requires notary certified signature(s).

a. **Application Submission (electronic submission preferred)**
The completed required Application Form and accompanying documents (The Application) must be submitted for review to the DMD at a minimum, ***two weeks*** prior to the next scheduled Economic & Residential Development Committee Meeting (Review Meeting). The deadline for acceptance of applications is 12 noon two weeks prior to the second Thursday of the month. Completed applications received by the deadline will be reviewed

by a panel of art professionals and if approved, will be scheduled for the next Review Meeting (typically held monthly every 2nd Thursday at 10:00 a.m. in the DMD office). The DMD is charged with conducting the initial review of submitted applications. To ensure The Application is reviewed in a timely manner, it is ***highly recommended that have prior contact*** with the DMD Office & Project Coordinator in order to receive clarification about application submission dates. Should the Office & Project Coordinator be unavailable, an appointment may be scheduled with the Executive Director. (Contact information for applicable DMD staff members is located on the cover page of this document). The Application will be date/time stamped at the time of submission/receipt at the DMD office.

b. **Application Review**

Preliminary review of the Application will be performed at the time of its submission to determine whether it is complete and the requirements for submission have been fulfilled with subsequent advice to the Applicant of necessary changes or missing items that will need to be corrected as soon as possible. The DMD will then conduct a more extensive review of The Application and will again advise the Applicant if any insufficiencies or discrepancies remain to be corrected.

The mural depiction, artist resume, wall preparations, and materials list will be reviewed by a panel of local art professionals (The Panel) to determine the suitability of the proposed mural, and make a recommendation to the Economic & Residential Development Committee. Should the Panel determine that the proposed mural is not suitable, for whatever reason, the application process will stop at that point.

The complete application along with the Panel's recommendation is then presented to the Economic & Residential Development Committee (The Committee) for review to make a recommendation for approval or rejection to the DMD Board of Directors (BOD) at the next scheduled monthly BOD meeting. The Committee is comprised of DMD Board members, City of El Paso staff members and when applicable, an officer of the City of El Paso Historic Preservation Office. Applicants are invited to attend the Review Meeting when their application is scheduled for review and recommendation. For clarification purposes, questions may be posed to The Applicant regarding the mural project.

Applications and potential grant awards will be based on how well the project addresses the following criteria:

- **Does the mural project revitalize; improve the appearance; positively impact the aesthetics, marketability, and / or perception of the downtown area?**
- **Does the mural add substantial visible improvement to the exterior appearance of the building; have the probability to increase the parcel's property value?**
- **Is the mural accessible or approachable to the general public?**
- **Does the property where the mural project is located currently have an operating business or signed lease?**
- **Does the parcel face an identified pedestrian corridor as identified by the Downtown Wayfinding Plan, El Paso Street, or the Streetcar route?**

The Committee will make their recommendation and present the Application to the BOD for the final determination. The BOD has discretion to approve, modify or reject the Application and is not bound by any committee recommendation. The BOD typically meets every 4th Thursday of the month at 11:30am. The meeting location is identified on the published agenda. Applicants are invited to attend the monthly BOD meeting.

Applicants will be notified in writing as to the status of The Application, approved, amended or rejected. The BOD reserves the right to postpone the decision.

9. Matching Funds Reimbursement Grant Agreement

In the event, the Application has received final BOD approval, a Commitment Letter will be issued to the Applicant that includes the establishment of a commitment period for completion of the project and information regarding the execution of the required Reimbursement Grant Agreement (The Agreement) between the Applicant, now referred to as The Participant (individual or entity responsible for payment of the mural project expenses), and the DMD. The Agreement will have been prepared and will accompany the Commitment Letter. The mural project information and specifics and the terms and conditions of the Participant's obligations for receipt of grant funds are outlined in the Agreement including, but not limited to, the following:

a. Property and project scope location/identification along with Exhibit attachments identify the specific mural project to be undertaken;
b. Maximum amount of the approved allowed reimbursement grant funds;
c. Contract performance deadlines and dates including, but not limited to, submission of building permit(s) and other applicable permits or approvals
d. Project monitoring and right of final inspection by DMD staff or other City of El Paso personnel;
e. Compliance with applicable local, state, and federal laws;
f. Promotional rights to the City of El Paso and the DMD;
g. Maintenance requirements;
h. Removal / alteration of the mural project within three (3) years from the date of completion of the mural project and subsequent recapture of prorated grant funds.

Important Note: The Participant must promptly return the executed Agreement to the DMD office. In the event the Participant is not the legal property owner, the property owner must also provide signature consenting to the mural project, BOTH signatures require notary certification.

10. Final Field Inspection

Requests for reimbursement will only be processed after the mural project work is completed and approved following a final field inspection by the Program Administrator and/or authorized City of El Paso personnel in order to verify compliance with the project scope.

11. Reimbursement Requests

Along with written inspection approval of the Work from the DMD, The Participant will receive a Downtown Mural Grant Program Reimbursement Request Form and Form W-9 in order to properly submit a reimbursement request. The Downtown Mural Grant Program Reimbursement Request must be submitted and received in the DMD office within twenty-one (21) calendar days from the date of the written final inspection approval notice. The Participant agrees that reimbursement of the eligible mural project costs are subject to the following terms and conditions contained within The Agreement under "Section 6. Payment Processing" relating to the required proper documentation to be included with the Reimbursement Request Form:

a. A completed and signed Downtown Mural Grant Program Reimbursement Request Form and Form W-9 (completed with The Participant's information) as provided by the DMD;
b. Proof of payment of all mural project costs (front and back copies of cancelled checks and / or electronic transaction receipts along with corresponding invoices marked "PAID") must demonstrate payment was made by The Participant. Invoices shown to be paid by other than The Participant will not be included in payment of the Reimbursement Grant;
c. Statements from architects, contractors and/or subcontractors acknowledging that all

payments have been received and / or;

d. Notarized final lien waivers from all contractors and/or subcontractors, where applicable;
e. Proof of any applicable final governmental inspections (e.g., planning or building permits or certificates of occupancy); and
f. Digital color photograph(s) are preferred that accurately reflect the completion of the Work.

Documentation submitted along with the Reimbursement Request Form is subject to the review and approval of the Program Administrator. Further, reimbursement under The Program means that no reimbursement payment will be issued until The Participant has paid for the mural project work in ***full***.

Allow 30 days for processing of the Grant Reimbursement payment which will be processed in the form of a check made payable to The Participant. The Participant will be notified once the check is available for release and will require signature by an authorized party.

Important Note: Grant funds are subject to the IRS reporting guidelines related to the reporting of Miscellaneous Income via a Form 1099-MISC.

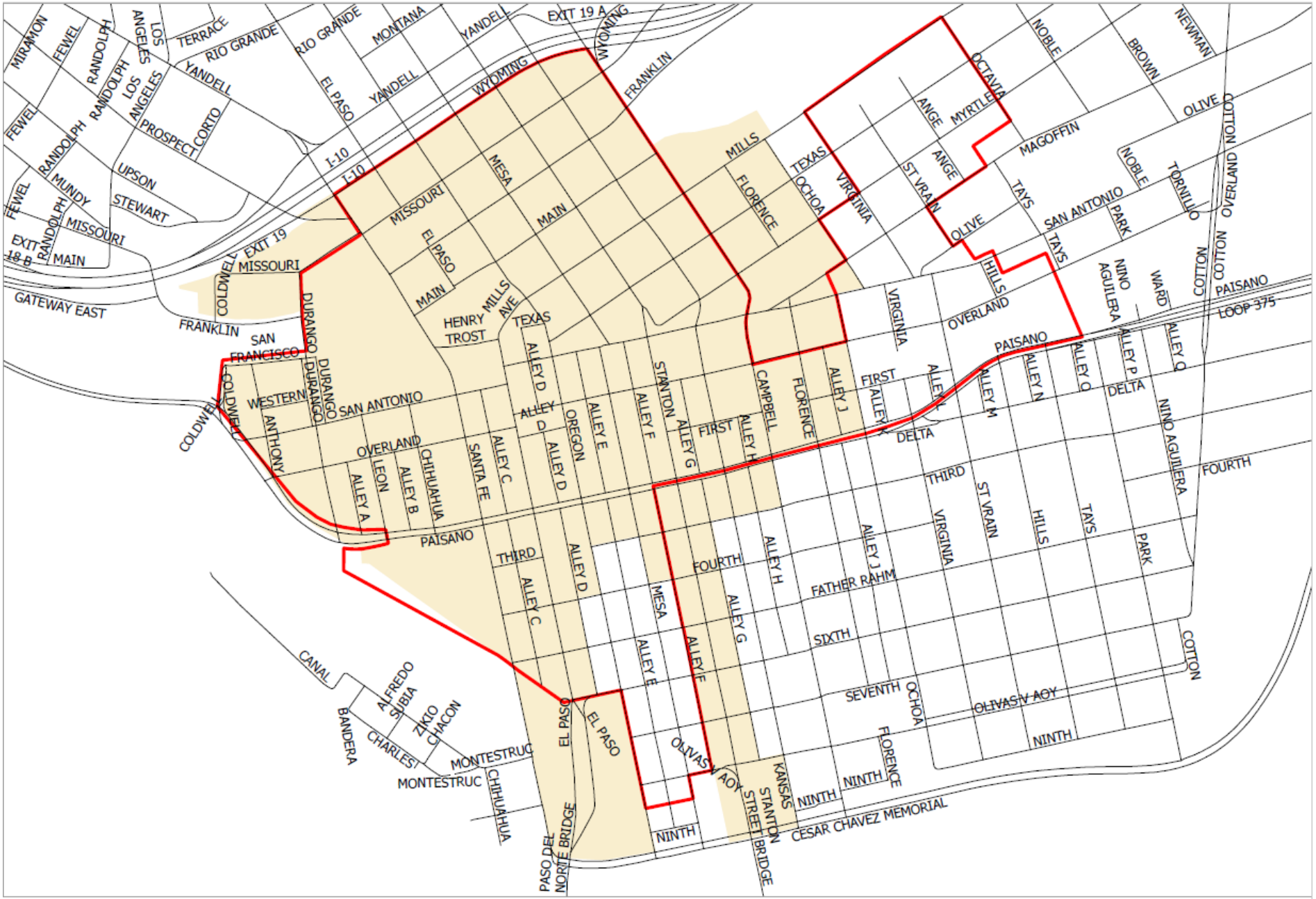
12. <u>Maintenance Requirements</u>

By accepting grant funds, The Participant commits to properly maintain the mural, keeping it clean and free of graffiti, for a minimum of three (3) years at the Participant's own expense. Any damage to the mural is to be repaired immediately by The Participant so that it remains in good condition. The Participant is required to touch up painted areas and perform any other repairs needed on an ongoing basis and to maintain appearances.

The Participant also agrees to return a pro-rated amount of the grant funds received if any portion of the mural project is removed within three (3) years of the project completion date.

13. <u>Promotional Rights</u>

By accepting grant funds, the Participant authorizes the City of El Paso and the DMD to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and descriptions of the project and property in the City of El Paso's and the DMD's printed promotional materials, press releases, and websites.



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 City of El Paso makes no claim to its accuracy or completeness.

N W E S

Legend

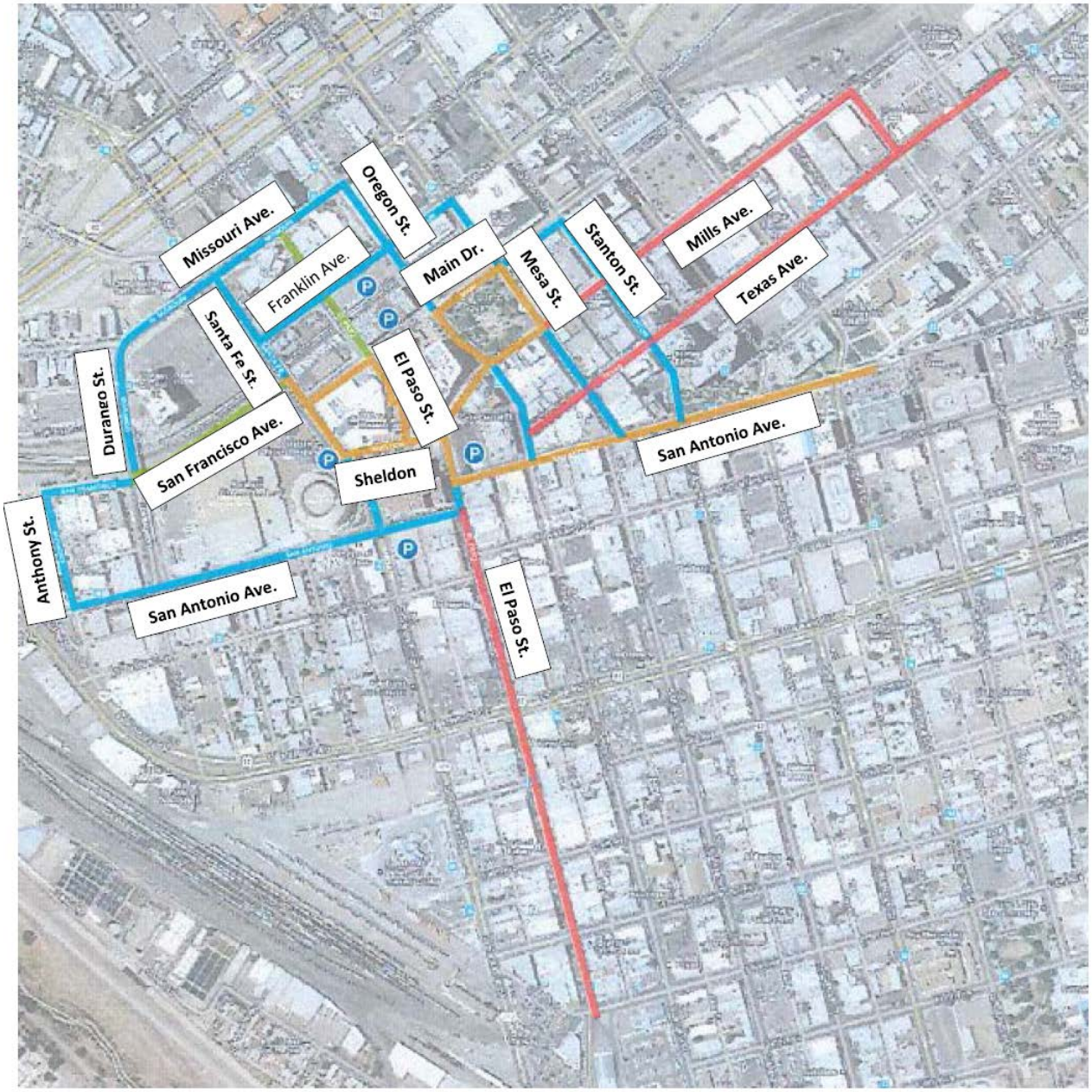
Downtown Management District

TIRZ #5

0 500 1,000 Feet

El Paso Downtown Wayfinding Plan

El Paso Downtown Wayfinding Plan



Downtown Pedestrian Corridor Improvement Grant Program Guidelines

A Program of:

El Paso Downtown Management District (DMD)

Effective October 26, 2023

DMD - Program Administrator Contact Information:

El Paso Downtown Management District
201 E. Main, Suite 107 • El Paso, TX 79901
Contact:
- Joe Gudenrath - Executive Director, direct (915) 240-3116
  Email: jgudenrath@elpasodmd.org
- Terry Mais – Office & Project Coordinator (Records / Administration), direct (915) 400-2295
  Email questions and electronic application submission to tmais@elpasodmd.org

Downtown Pedestrian Corridor Improvement Grant Program

Thank you for your interest in the Downtown Pedestrian Corridor Improvement Grant Program. We encourage you to read the following guidelines thoroughly and then contact the El Paso Downtown Management District to set up an appointment to discuss your project and the grant process. These small steps will help ensure a smooth and efficient application process.

1. Program Description

The purpose of the Downtown Pedestrian Corridor Improvement Grant Program (the "Program") is to provide funding to existing business and/or property owners to make improvements to the spaces adjacent to or within the public right-of-way within the boundaries of the El Paso Downtown Management District (DMD).

NOTE: Improvements to existing buildings will not be considered under this program. See Downtown Commercial Façade Improvement Grant Program.

The Program will provide matching grant funds on a reimbursement basis only for approved eligible exterior improvements and amenities that are adjacent to or within the public right-of-way within the eligible areas of Downtown El Paso.

Subject to approval and funding availability, the matching grant funds when awarded are a dollar for dollar match (1:1 ratio) meaning once the total approved eligible improvement costs are confirmed paid in full, The Program ***reimburses*** The Participant for one half of these improvement costs which is the grant amount awarded.

Example of Matching Requirements:

Total ***Approved Eligible*** Pedestrian Corridor Improvements	Required Matching Investment by Property/Business Owner	Possible Grant Program Award
$3,000	$1,500	$1,500
$10,000	$5,000	$5,000
$20,000 and above	$10,000 and above	$10,000

The Program grant award amount limits of reimbursement for an approved eligible project and/or improvements per eligible property project are:

Maximum grant program award amount	$10,000.00
Minimum grant program award amount	$ 1,000.00

Grant applications are considered on a first-come, first-serve basis. One application per legal parcel as identified by a City of El Paso property tax account number for Real Property.

Important Note: An eligible commercial Property is defined as a legal parcel identified by a City of El Paso property tax account number for *Real* Property.

2. Program Goals

a. Revitalize and improve the pedestrian corridors to positively impact the aesthetics, activation, marketability, and perception of the downtown area.
b. Serve as a catalyst for continued private sector investment through visible improvements.
c. Offer the private sector an incentive program to invest in downtown.

3. Eligible Applicant Criteria

a. Legal property owner and/or business owner/tenant with written property owner consent.
b. Must actively pay property taxes on proposed project's property maintaining a current account status.
c. No other debts in arrears to the City of El Paso to the best of their knowledge.
d. Must obtain and provide proof of no current code enforcement actions pending against the property that would not be mitigated by the improvement project by visiting website: https://aca-prod.accela.com/ELPASO/Default.aspx. Searches are available for all violations, i.e. Building, Enforcement, Environmental, Animal, Fire and Health.
e. Must not have received an award(s) under this program with $10,000.00 being the maximum pedestrian corridor improvement grant allotted to each real property legal parcel within a previous eight (8) year period.

4. Eligible Improvements / Costs include the following:

a. Bike Racks
b. Decorative Fencing
c. Demolition deemed necessary to facilitate the proposed improvements
d. Design and engineering fees, construction drawings / building plans
e. Equipment Rental
f. Historical Markers
g. Installation Costs
h. Interactive Elements
i. Landscaping
j. Lighting elements
k. Permanent or Fixed Outdoor Seating
l. Parklets
m. Planters (semi-permanent, relatively immobile)
n. Public Art Sculptures
o. Shade elements
p. Sidewalk / Alley Repairs & Finishes
q. Sidewalk Cafes
r. Trees

5. Ineligible Improvement / Costs include the following:

a. Acquisition of property
b. Barricades
c. Debris clean-up/control, dumpster fees
d. Demolition deemed ***not*** necessary to facilitate the proposed improvements
e. Exterior building renovations or improvements (See Downtown Commercial Façade Improvement Grant Program)
f. Temporary or Movable Outdoor Furniture
g. Improvement costs completed prior to receipt of the DMD's written Formal Notice to

Proceed
h. In-kind, donated, “sweat equity” or similar no cost improvement work
i. Interior renovations or improvements
j. Parking Meter rental
k. Permits
l. Power-washing
m. Sales Tax
n. Surveys – asbestos, lead testing
o. Utility Costs

6. Design Requirements

Applicants are encouraged to promote historic preservation by respecting original features of the building including the use of color and suitable materials, energy efficiency, accessibility standards in the design of the improvements, limiting additional signage by incorporating it into the building’s design; and using suitable landscaping that will aid in the preservation of community scale and character, to the extent that they are financially feasible or required by law. All improvements must conform to applicable city building codes, zoning ordinances, local and state laws and to the design guidelines adopted for the area (i.e., The Union Plaza District) and approved by the Economic & Residential Development Committee (The Committee) for The Program.

Historic District

Applicants whose project is associated with a property determined to be a historically designated building or located within the City of El Paso Historic District must first obtain written certification and/or Administrative Review Approval of the project from the City of El Paso Historic Preservation office or Historic Landmark Commission. Office contact and location information:

Address: Historic Preservation Office
801 Texas Ave., El Paso, Texas 79901

Phone: (915) 212-1567

To obtain more information about Historic Design Requirements/Guidelines visit:

Planning (elpasotexas.gov)

7. Funding Availability

Grant funding is limited and subject to availability. Applicants will be kept informed of funding availability as part of the application process.

8. Application Process

The required Downtown Pedestrian Corridor Improvement Grant Program Application form is available at the DMD’s principal office (location listed on the cover page of this document) and at the DMD website www.downtownelpaso.com click DMD Programs, then Grant Programs. The application must be completed in its entirety and include the required additional documentation listed on page 2 of the application, including, but not limited to, as summarized below:

- Color conceptual rendering (8 ½ x 11) of the proposed plans / improvements.
- Brief description of project (150 words or less).
- **Certified** City of El Paso Tax Certificate of corresponding legal parcel of proposed improvement project indicating property taxes are paid and account is in a current status.
- Costs estimates and project scope (detailed itemized breakdown) of proposed

improvements.
- Proof of current property ownership.
- Current color photograph(s) of site and structures relating to the improvement work area.

Important Note: Application requires notary certified signature(s).

a. **Application Submission (electronic submission preferred)**

The completed required Application Form and accompanying documents (The Application) must be submitted for review to the DMD at a minimum, one week prior to the next scheduled Economic & Residential Development Committee Meeting (Review Meeting). The deadline for acceptance of applications is 12 noon every first Thursday of the month. Completed applications received by the deadline will be reviewed at the next scheduled Review Meeting (typically held monthly every 2nd Thursday at 10:00 a.m. in the DMD office). The DMD is charged with conducting the initial review of submitted applications. To ensure the Application is reviewed in a timely manner, it is ***highly recommended that Applicants have prior contact*** with the DMD Office & Project Coordinator in order to receive clarification about application submission dates. Should the Office & Project Coordinator be unavailable, an appointment may be scheduled with the Executive Director. (Contact information for applicable DMD staff members is located on the cover page of this document). The Application will be date / time stamped at the time of submission / receipt at the DMD office.

b. **Application Review**

Preliminary review of the Application will be performed at the time of its submission to determine whether it is complete and the requirements for submission have been fulfilled with subsequent advice to the Applicant of necessary changes or missing items that will need to be corrected as soon as possible. The DMD will then conduct a more extensive review of The Application and will again advise the Applicant if any insufficiencies or discrepancies remain to be corrected. ***Time is of the essence.***

The Application is then presented to the Economic & Residential Development Committee (The Committee) for review to make a recommendation for approval or rejection to the DMD Board of Directors (BOD) at the next scheduled monthly BOD meeting. The Committee is comprised of DMD Board members, At-Large Committee members, City of El Paso staff members and when applicable, an officer of the City of El Paso Historic Preservation Office. Applicants are invited to attend The Review Meeting when their application is scheduled for review and recommendation. For clarification purposes, questions may be posed to The Applicant regarding the project.

Applications and potential grant awards will be based on how well the project addresses the following criteria:

- **Does the project revitalize; improve the appearance; positively impact the aesthetics, marketability, and / or perception of the downtown area?**
- **Does the project add substantial visible improvement to the pedestrian corridor?**
- **Does the project restore or create distinctive architectural details along the corridor?**
- **Does the property where the improvements are located currently have an operating business or signed lease?**
- **If the building where the project is located has existing historically significant architectural elements, does the project contribute to the architectural details?**
- **Does the parcel face an identified pedestrian corridor as identified by the Downtown Wayfinding Plan, El Paso Street, or the Streetcar route?**

The Committee will make their recommendation and present the Application to the BOD for final approval determination. The BOD has discretion to approve, modify or reject the Application and is not bound by any committee recommendation. The BOD typically meets every 4th Thursday of the month at 11:30 a.m. The meeting location is identified on the published agenda. Applicants are invited to attend the monthly BOD meeting.

Applicants will be notified in writing as to the status of The Application, approved, amended or rejected. The BOD reserves the right to postpone the decision.

9. Matching Funds Reimbursement Grant Agreement

In the event, the Application has received final BOD approval, a Commitment Letter will be issued to the Applicant that includes the establishment of a commitment period for completion of the project and information regarding the execution of the required Reimbursement Grant Agreement (The Agreement) between the Applicant, now referred to as The Participant (individual or entity responsible for payment of the pedestrian corridor improvement project expenses), and the DMD. The Agreement will have been prepared and will accompany the Commitment Letter. The pedestrian corridor improvement project information and specifics and the terms and conditions of the Participant's obligations for receipt of grant funds are outlined in the Agreement including, but not limited to, the following:

a. Property and project scope location/identification along with Exhibit attachments identify the specific approved improvements to be undertaken;
b. Maximum amount of the approved allowed reimbursement grant funds;
c. Contract performance deadlines and dates including, but not limited to, submission of building permit(s) and other applicable permits or approvals
d. Project monitoring and right of final inspection by DMD staff or other City of El Paso personnel;
e. Compliance with applicable local, state, and federal laws;
f. Promotional rights to the City of El Paso and the DMD;
g. Maintenance requirements;
h. Removal / alteration of improvements within three (3) years from the date of completion of the improvement project and subsequent recapture of prorated grant funds.

Important Note: The Participant must promptly return the executed Agreement to the DMD office. In the event the Participant is not the legal property owner, the property owner must also provide signature consenting to the improvement project, BOTH signatures require notary certification.

10. Final Field Inspection

Requests for reimbursement will only be processed after the project work is completed and approved following a final field inspection by the Program Administrator and/or authorized City of El Paso personnel in order to verify compliance with the project scope.

11. Reimbursement Requests

Along with written inspection approval of the Work from the DMD, The Participant will receive a Pedestrian Corridor Improvement Grant Program Reimbursement Request Form and Form W-9 in order to properly submit a reimbursement request. The Pedestrian Corridor Improvement Grant Program Reimbursement Request must be submitted and received in the DMD office within twenty-one (21) calendar days from the date of the written final inspection approval notice. The Participant agrees that reimbursement of the eligible project costs are subject to the following terms and conditions contained within The Agreement under "Section 6. Payment Processing" relating to the required proper documentation to be included with the Reimbursement Request Form:

a. A completed and signed Pedestrian Corridor Improvement Grant Program Reimbursement Request Form and Form W-9 (completed with The Participant's information) as provided by the DMD;
b. Proof of payment of all improvement costs (front & back copies of cancelled checks and / or electronic transaction receipts along with corresponding invoices marked "PAID" with zero balance) must demonstrate payment was made by The Participant. Invoices shown to be paid by other than The Participant will not be included in payment of the Reimbursement Grant;
c. Statements from architects, contractors and/or subcontractors acknowledging that all payments have been received and / or;
d. Notarized final lien waivers from all contractors and/or subcontractors, where applicable;
e. Proof of any applicable final governmental inspections (e.g., planning or building permits or certificates of occupancy); and
f. Digital color photograph(s) are preferred that accurately reflect the completion of the Work. When lighting is a component of the grant project, day and evening photographs are required.

Documentation submitted along with the Reimbursement Request Form is subject to the review and approval of the Program Administrator. Further, reimbursement under The Program means that no reimbursement payment will be issued until The Participant has paid for the improvement work in ***full***.

Allow thirty (30) days for processing of the Grant Reimbursement payment which will be processed in the form of a check made payable to The Participant. The Participant will be notified once the check is available for release and will require signature by an authorized party.

Important Note: Grant funds are subject to the IRS reporting guidelines related to the reporting of Miscellaneous Income via a Form 1099-MISC.

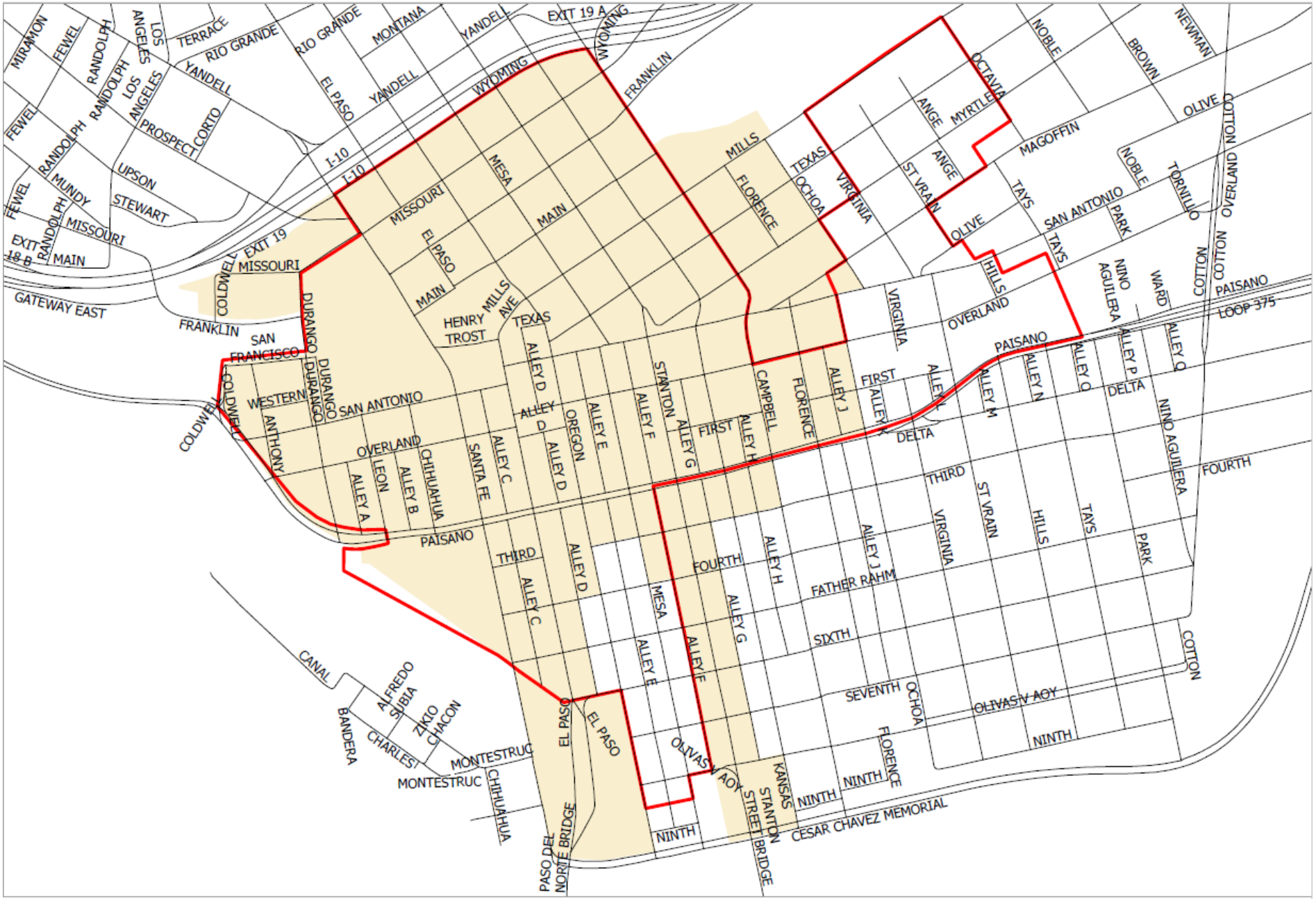
12. Maintenance Requirements

By accepting grant funds, The Participant commits to properly maintain all improvements and amenities, keeping them clean and free of graffiti for a minimum of three (3) years at the Participant's own expense. Any damage to the improvements/amenities is to be repaired immediately by The Participant so that the property remains in good condition. The Participant is required to touch up painted areas and perform any other repairs needed on an ongoing basis and to maintain appearances. In the case of trees and/or plant materials, The Participant will replace materials as regularly as needed to maintain a lively appearance and impression.

The Participant also agrees to return a pro-rated amount of the grant funds received if any portion of the improvement is removed within three (3) years of the project completion date.

13. Promotional Rights

By accepting grant funds, the Participant authorizes the City of El Paso and the DMD to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and descriptions of the project and property in the City of El Paso's and the DMD's printed promotional materials, press releases, and websites.



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 City of El Paso makes no claim to its accuracy or completeness.

N
W E
S

Legend

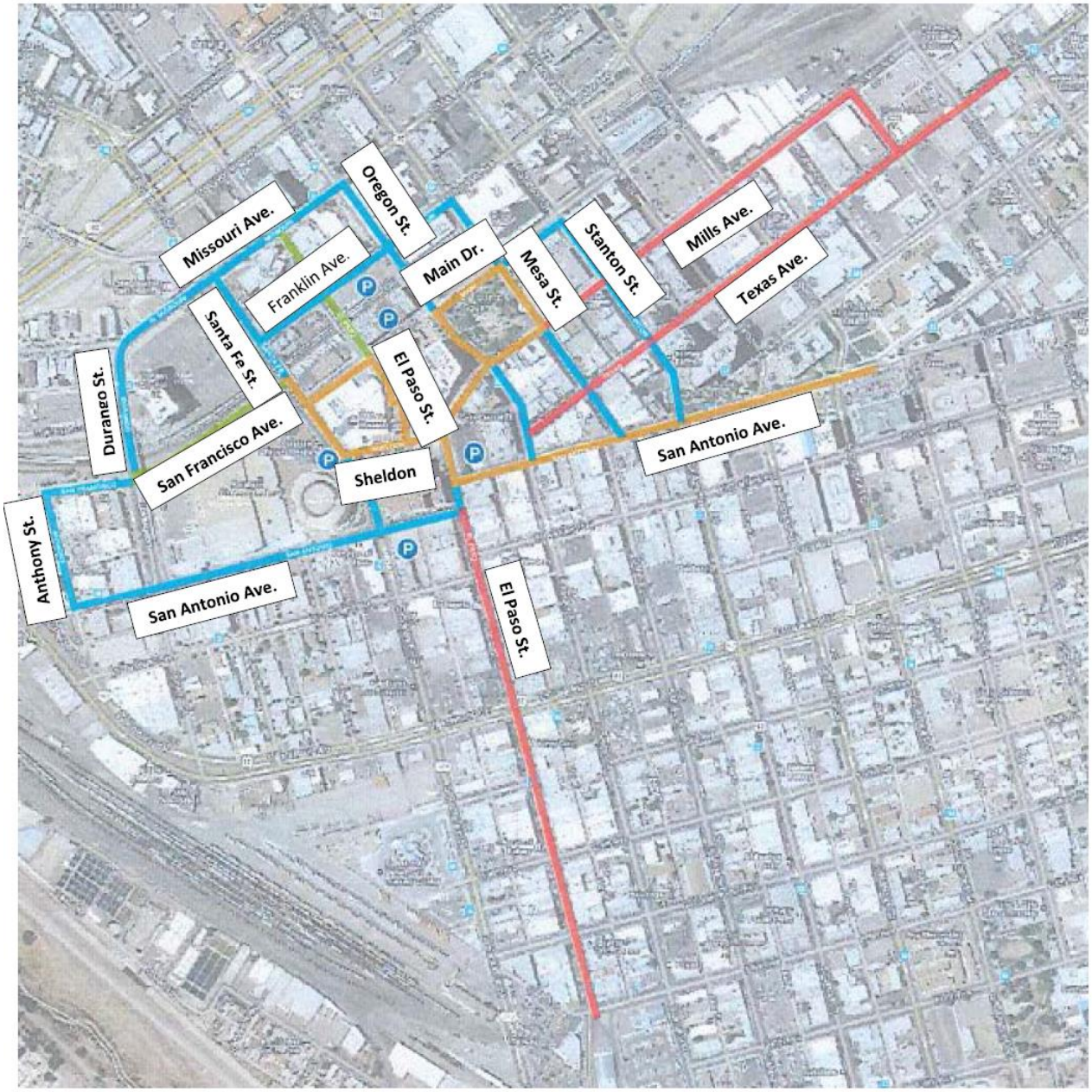
Downtown Management District

TIRZ #5

0 500 1,000 Feet

El Paso Downtown Wayfinding Plan

El Paso Downtown Wayfinding Plan



El Paso Streetcar Route

A-3

Downtown Residential Conversion Utility Upgrade Grant Program Guidelines

A Program of:

El Paso Downtown Management District (DMD)

Effective: March , 2025

DMD - Program Administrator Contact Information:

El Paso Downtown Management District
201 E. Main, Suite 107 • El Paso, TX 79901
Main Phone: (915) 400-2294
- Joe Gudenrath - Executive Director, (915) 240-3116
  email: jgudenrath@elpasodmd.org
- Terry Mais – Office & Project Coordinator (Records / Administration), (915) 400-2295
  email: tmais@elpasodmd.org

Downtown Residential Conversion Utility Upgrade Grant Program

Thank you for your interest in the Downtown Residential Conversion Utility Upgrade Grant Program. We encourage you to read the following guidelines thoroughly and then contact the El Paso Downtown Management District (DMD) to set up an appointment to discuss your project and the grant process. These small steps will help ensure a smooth and efficient application process.

1. Program Description

The purpose of the Downtown Residential Conversion Utility Upgrade Grant Program (The Program) is to provide funding to property owners to upgrade to utility services required to support conversion of an existing property into market rate residential units located within the boundaries of the Downtown Management District

The Program will provide grant funds on a ***reimbursement basis only*** as outlined below for approved utility upgrades associated with the development of market rate residential units (The Project) on property located within the DMD. Some projects may require matching funds by the property owner.

A. Subject to approval and funding availability, the maximum amount an applicant may be awarded is $ 50,000.00. For upgrade projects up to $ 25,000.00, no match will be required. Projects costing above $ 25,000.00 for developments including five (5) to twenty (20) market rate residential units will require a dollar for dollar match (1:1 ratio) up to $ 25,000.00 additional dollars. Projects costing above $ 25,000.00 for development including twenty-one (21) or more market rate residential units will not require matching funds up to $ 25,000.00 additional dollars. See table below for grant award calculation examples:

Total ***Approved Eligible*** Utility Upgrade Costs	Required Matching Investment Amount by Property Owner (5 – 20 Units)	Required Matching Investment Amount by Property Owner (21 or more Units)	Possible Grant Program Award
< $25,000.00	$ 00.00	$ 00.00	100% of upgrade costs
Between $ 25,000.00 and $ 50,000.00	$ 00.00 on first $ 25,000.00 and $ 1.00 for every $ 1.00 of grant funds above $ 25,000.00 up to $ 50,000.00 total grant	$ 00.00	Up to $ 50,000.00 subject to matching requirements
> $ 50,000.00	$ 00.00 on first $ 25,000.00 and $ 1.00 for every $ 1.00 of grant funds above $ 25,000.00 up to $ 50,000.00 total grant	$ 00.00	Up to $ 50,000.00 subject to matching requirements

2. Program Goals

a. Support the development of new market rate residential units through infill and adaptive reuse developments;
b. Alleviate some of the costs of expensive utility upgrades;
c. Avoid displacement and gentrification;
d. Preserve existing building stock;
e. Increase property values;
f. Serve as a catalyst for continued private sector investment through the creation of market rate residential options

3. Eligible Applicant Criteria

a. Legal property owner
b. Must actively pay property taxes on proposed project's property maintaining a current account status
c. No other debts in arrears to the City of El Paso to the best of their knowledge
d. Must obtain and provide proof of no current code enforcement actions pending against the property that would not be mitigated by the improvement project by visiting website: http://epermit.elpasotexas.gov/citizenaccess/. Searches are available for all violations, i.e.; Building, Enforcement, Environmental, Animal, Fire, and Health.
e. Must not have received an award(s) under this program with $50,000.00 being the maximum grant allotted to each real property legal parcel within a previous ten (10) year period.

4. Project Eligibility:

a. Development of five (5) or more market rate residential units per parcel
b. Residential units developed with support of this grant program will be leased / sold at market rate or higher values
c. Conversion of an existing structure or new construction
d. Combination of 5 or more market rate units in addition to any number of below market and / or subsidized residential. Required match will be based on number of market rate units.

5. Ineligible Projects:

a. The conversion of existing residential (within the previous 5 years).
b. Tax exempt properties.
c. Below market rent / subsidized rent
d. Projects that include the demolition of a majority of the existing building shell
e. Interior utility improvements (i.e. wiring, plumbing, gas lines, fixtures)

6. Eligible Expenses:

a. Utility-related work with a previously approved scope. Includes gas, electricity, water and sewer utilities
b. Demolition deemed necessary to facilitate the proposed utility improvements
c. Design and engineering fees, construction drawings / building plans

7. Ineligible Expenses:

a. Acquisition of property
b. Barricades
c. Debris cleanup / control, dumpster fees
d. Demolition deemed not necessary to facilitate utility improvements

e. Exterior / interior renovations or improvements
f. Equipment rental
g. Fees - miscellaneous
h. Improvement costs completed prior to receipt of the DMD's written Formal Notice To Proceed
i. In-kind, donated, "sweat equity" or similar no cost improvement work, services or materials
j. Interior utility improvements (i.e. wiring, plumbing, gas lines, fixtures)
k. Parking lot repair
l. Parking meter rental
m. Permits
n. Power-washing
o. Sales Tax
p. Security elements
q. Sidewalk repair (not associated with utility work)
r. Solar panels
s. Surveys – asbestos, lead testing
t. Utility consumption costs

8. Design

Applicants are encouraged to locate any above ground utility obstructions out of the public right of way and out of the view of the general public.

9. Funding Availability

Grant funding is limited and subject to availability. Applicants will be kept informed of funding availability as part of the application process.

10. Application Process

The required Residential Conversion Utility Upgrade Grant Program Application (The Application) form is available at the DMD's principal office (location listed on the cover page of this document) and at the DMD website www.downtownelpaso.com click About DMD, then under the Programs section of that page click Downtown Grant Programs. The Application must be completed in its entirety and include the required additional documentation listed on page 2 of the Application, including, but not limited to, as summarized below:

- Color conceptual rendering (8 ½ x 11) and / construction drawings of the proposed utility upgrade plans/work.
- Description of The Project.
- Utility company(s) written review / approval / authorization of proposed Project
- **Certified** City of El Paso Tax Certificate of corresponding legal parcel of The Project indicating property taxes are paid and account is in a current status.
- Costs estimates and project scope (detailed itemized breakdown) of proposed Project work.
- Proof of current property ownership.
- Current color photograph(s) of site and structures relating to the utility upgrade work area.

Important Note: Application requires notary certified signature(s).

a. **Application Submission**

The completed required Application Form and accompanying documents must be submitted for review to the DMD at a minimum, one week prior to the next scheduled

Economic & Residential Development Review Committee Meeting (Review Meeting). The deadline for acceptance of applications is 12 noon every first Thursday of the month. Completed applications received by the deadline will be reviewed at the next scheduled Review Meeting (typically held monthly every 2nd Thursday at 10:00 a.m. in the DMD office or via video conference). The DMD is charged with conducting the initial review of submitted applications. To ensure The Application is reviewed in a timely manner, it is ***highly recommended that Applicants transmit the Application via email (preferred to expedite the process) and / or schedule an appointment prior to the deadline*** with the DMD Office & Project Coordinator. Should the Office & Project Coordinator be unavailable, an appointment may be scheduled with the Executive Director. (Contact information for applicable DMD staff members is located on the cover page of this document). The Application will be date/time stamped at the time of submission/receipt at the DMD office.

b. **Application Review**

Preliminary review of the Application will be performed at the time of receipt of the transmitted email or the scheduled appointment to determine whether it is complete and the requirements for submission have been fulfilled with subsequent advice to the Applicant of necessary changes or missing items that will need to be corrected as soon as possible. The DMD will then conduct a more extensive review of The Application and will again advise the Applicant if any insufficiencies or discrepancies remain to be corrected. ***Time is of the essence.***

The Application is then presented to the Review Committee (The Committee) for review to make a recommendation for approval or rejection to the DMD Board of Directors (BOD) at the next scheduled monthly BOD meeting. The Committee is comprised of DMD Board members, City of El Paso staff members and when applicable, an officer of the City of El Paso Historic Preservation Office. Applicants are invited to attend The Review Meeting when their application is scheduled for review and recommendation. For clarification purposes, questions may be posed to The Applicant regarding the project.

The Committee will make their recommendation decision and present the Application to the BOD for final approval determination. The BOD has discretion to approve, modify or reject the Application and is not bound by any committee recommendation. The BOD typically meets every 4th Thursday of the month at 11:30 a.m. The meeting location is identified on the published agenda. Applicants are invited to attend the monthly BOD meeting.

Applicants will be notified in writing as to the status of The Application; approved, amended or rejected. The BOD reserves the right to postpone the decision.

11. Reimbursement Grant Agreement

In the event, the Application has received final BOD approval, a Commitment Letter will be issued to the Applicant stating the amount of approved grant funds allocated to the residential conversion utility upgrade project (The Project), the establishment of a commitment period for completion of The Project and information regarding the execution of the required Reimbursement Grant Agreement (The Agreement) between the Applicant, now referred to as The Participant (individual or entity responsible for payment of The Project expenses), and the DMD. The Agreement will have been prepared and will accompany the Commitment Letter. The Project information and specifics and the terms and conditions of the Participant's obligations for receipt of grant funds are outlined in The Agreement including, but not limited to, the following:

a. Property location and project scope along with Exhibit attachments identify the specific approved Project to be undertaken;
b. Maximum amount of the approved allowed reimbursement grant funds;
c. Contract performance deadlines and dates including, but not limited to, submission of building permit(s) and other applicable permits or approvals
d. Project monitoring and right of final inspection by DMD personnel;
e. Compliance with applicable local, state, and federal laws;
f. Promotional rights to the DMD;
g. Maintenance requirements;
h. Removal / alteration of The Project components within three (3) years from the date of completion of The Project and subsequent recapture of prorated grant funds.

Important Note: The Participant must promptly return the executed Agreement to the DMD office. In the event the Participant is not the legal property owner, the property owner must also provide signature consenting to The Project, BOTH signatures require notary certification.

10. Final Field Inspection

Requests for reimbursement will only be processed after The Project work is completed, a Certificate of Occupancy is obtained and a final field inspection by the Program Administrator is conducted in order to verify compliance with The Project scope.

11. Reimbursement Requests

Along with written inspection approval of The Project from the DMD, The Participant will receive a Program Project Reimbursement Request Form and Form W-9 in order to properly submit a reimbursement request. The Program Project Reimbursement Request must be submitted and received in the DMD office within thirty (30) calendar days from the date of the written final inspection approval notice. The Participant agrees that reimbursement of the eligible Project costs are subject to the following terms and conditions contained within The Agreement under "Section 6. Payment Processing" relating to the required proper documentation to be included with the Program Project Reimbursement Request Form:

a. A completed and signed Program Project Reimbursement Request Form and Form W-9 (completed with The Participant's information) as provided by the DMD;
b. Proof of payment of all Project costs (copies of cancelled checks and / or electronic transaction receipts along with corresponding invoices marked "PAID") must demonstrate payment was made by The Participant. Invoices shown to be paid by other than The Participant will not be included in payment of the Reimbursement Grant;
c. Statements from architects, contractors and / or subcontractors acknowledging that all payments have been received;
d. Notarized final lien waivers from all contractors and / or subcontractors, where applicable;
e. Proof of any applicable final governmental inspections (e.g., planning or building permits or certificates of occupancy); and
f. Digital color photograph(s) are preferred that accurately reflect the completion of The Project.

Documentation submitted along with the Program Project Reimbursement Request Form is subject to the review and approval of the Program Administrator. Further, reimbursement under The Program means that no reimbursement payment will be issued until The Participant has paid for The Project work in ***full***.

Allow thirty (30) days for processing of the Grant Reimbursement payment which will be

processed in the form of a check made payable to The Participant. The Participant will be notified once the check is available for release and will require signature by an authorized party.

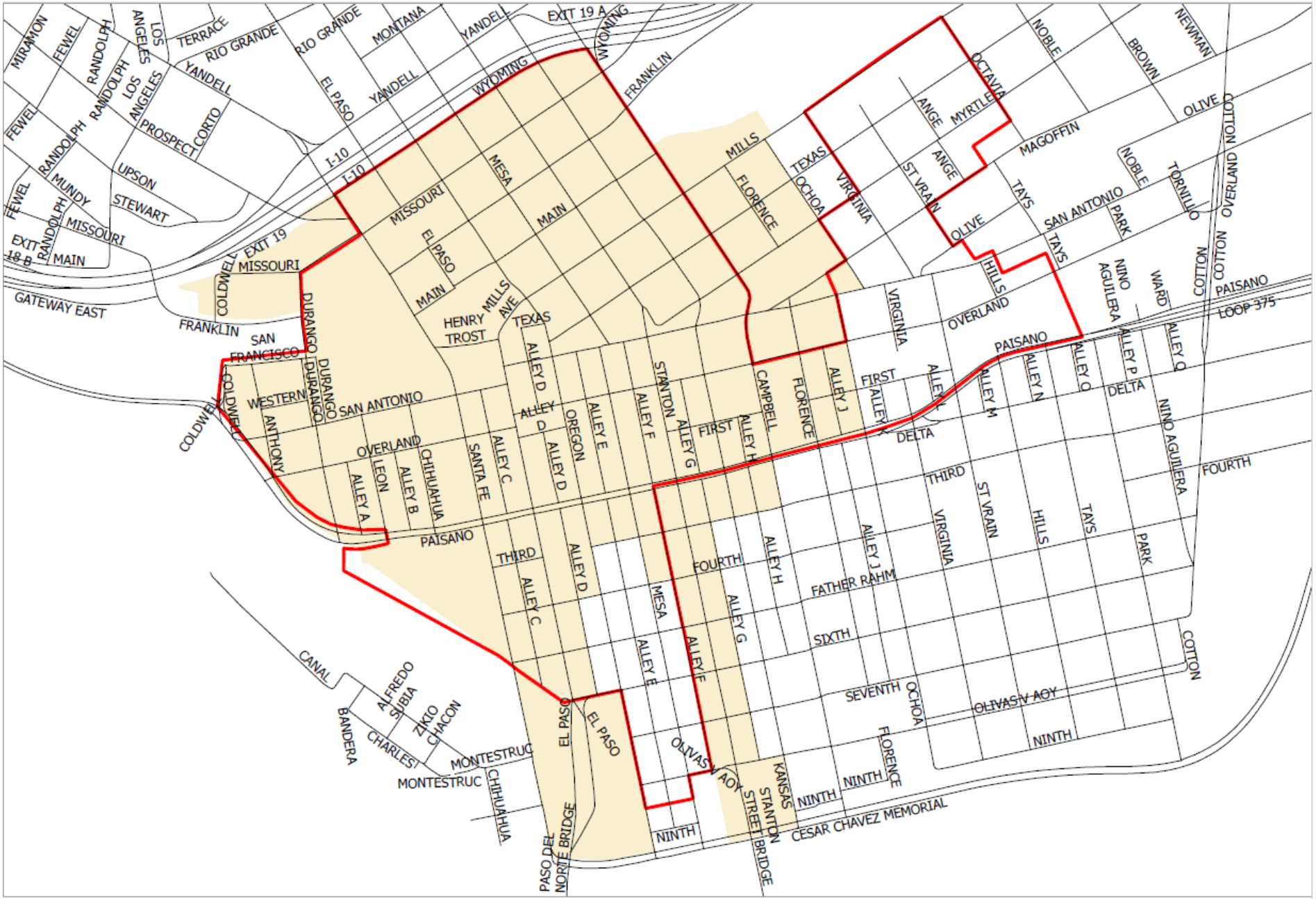
Important Note: Grant funds are subject to the IRS reporting guidelines related to the reporting of Miscellaneous Income via a Form 1099-MISC.

12. Maintenance Requirements

By accepting grant funds, the Participant commits to properly maintain all components of The Project, keeping them clean and free of graffiti for a minimum of three (3) years at the Participant's own expense. Any damage to The Project work is to be repaired immediately by The Participant so that the property remains in good condition. The Participant is required to touch up painted areas and perform any other repairs needed on an ongoing basis and to maintain any associated building appearance including the cleaning of any components at least once a year. The Participant also agrees to return a pro-rated amount of the grant funds received if any portion of The Project work is removed within three (3) years of The Project completion date.

13. Promotional Rights

By accepting grant funds, the Participant authorizes the DMD to promote the project and property including, but not limited to, the display of a sign at the site during and after construction indicating participation in The Program, and using photographs and descriptions of The Project and property in the DMD's printed promotional materials, press releases, and websites.



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 City of El Paso makes no claim to its accuracy or completeness.

N W E S

Legend

Downtown Management District

TIRZ #5

0 500 1,000 Feet

File #: 25-1252, **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
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 approving the allocation of funds from the Texas Economic Development Incentive Program in the estimated amount of $100,000 to the Streets and Maintenance Department for the implementation of the Northwestern Drive Traffic Safety Improvements Project and authorizing the City Manager, or designee, to execute any budget transfers and associated agreements.

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

DEPARTMENT: Economic Development

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915-212-0094

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: District 1

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 approving the allocation of funds from the Texas Economic Development Incentive Program in the estimated amount of $100,000 to the Streets and Maintenance Department for the implementation of the Northwestern Drive Traffic Safety Improvements Project and authorizing the City Manager, or designee, to execute any budget transfers and associated agreements.

BACKGROUND / DISCUSSION:

The Texas Economic Development (TED) Fund is an $80M fund negotiated as part of the sale of El Paso Electric (EPE) for the purpose of supporting economic growth in the EPE Texas Service Region. The adopted TED Fund Incentives Policy outline eligibility for the Infrastructure Development Assistance and Quality Jobs and Investment Assistance Programs. The Infrastructure Development Assistance Program provides financial assistance for public infrastructure improvements where such investment will have a direct impact on future employment and investment opportunities within EPE's Texas Service Area, including roadways.
Plexxar Industrial Park, located at Northwestern and Northern Pass, supports several major employers in the region, including Schneider Electric. Schneider Electric recently expanded in 2022 and again this year with traffic safety cited as one of the potential barriers to future growth in El Paso. The proposed allocation funds the implementation of a Traffic Study completed by the Streets and Maintenance Department.

COMMUNITY AND STAKEHOLDER OUTREACH:

What methods of outreach were employed to engage the community? What key concerns and priorities were identified among citizens? How many outreach meetings or events were conducted? What was the attendance count for each meeting or event? These questions ensure clear and thorough reporting on community engagement efforts

PRIOR COUNCIL ACTION:

On January 20, 2021, City Council approved the Texas Economic Development Incentive Program ("TED Program") – Policy and Guidelines

AMOUNT AND SOURCE OF FUNDING:

TED Fund - $100,000

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)

REVISED
7:57 am, Oct 06, 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 Fund 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 Infrastructure Development Assistance Program provides financial assistance for public infrastructure improvements benefiting one or more companies committed to creating net-new jobs and/or making new capital investments within EPE's Texas Service Area; and

WHEREAS, Schneider Electric has made multiple commitments to create net-new jobs and investment in the EPE Texas Service Area;

WHEREAS, traffic safety is critical to the continued expansion of Schneider Electric facilities in northwest El Paso;

WHEREAS, the City desires to allocate $100,000 from the TED Fund to the Streets and Maintenance department for the *Northwestern Drive Traffic Safety Improvements Project* as detailed in "Exhibit A";

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.

THAT the City Council finds that the *Northwestern Drive Traffic Safety Improvements 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 approves the allocation of funds from the Texas Economic Development Incentive Program in the estimated amount of $100,000 to the Streets and Maintenance Department for implementation of the *Northwestern Drive Traffic Safety Improvements 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

EXHIBIT A

NORTHWESTERN DRIVE TRAFFIC SAFETY REPORT

CITY OF EL PASO

NORTHWESTERN DR. TRAFFIC CALMING REPORT

April 2025

DRAFT

GANNETT FLEMING

TABLE OF CONTENTS

Introduction 2
Study Area 2
Data Collection and Existing Conditions 3
Traffic Analysis 4
Crash History 6
Traffic Calming 6
Parking Alternative 7
Temporary Curb Alternative 8
Alternative Evaluation 12
Pedestrian Crossings 13
Interstate 10 Reconstruction 13
Costs 16
Conclusion 17
Appendix A – Crash Data Query from TxDOT's database system (CRIS) 18
Appendix B – Alternatives Engineer's Probable Cost Estimates 19

DRAFT

INTRODUCTION

Gannett Fleming was retained to study and develop traffic calming treatments and pedestrian crossings on Northwestern Drive and Northern Pass Drive in El Paso. Business growth along the corridors has resulted in increasing traffic and pedestrian crossings.

The Gannett Fleming team collected traffic and speed data, performed a topographic survey, performed a traffic analysis, and developed traffic calming concepts. These concepts focused on managing speeds and facilitating pedestrian crossings. The improvements utilize restriping and temporary curbs rather than modifying the street section to allow for lower-cost, faster implementation in this rapidly growing area.

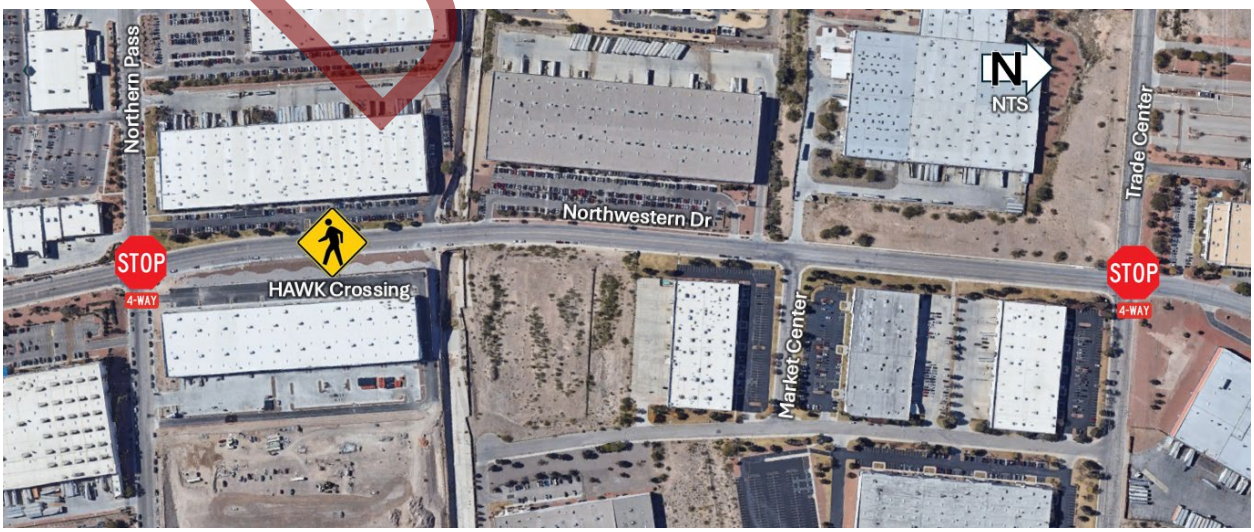
DRAFT

Study Area

The study area is located in northwest El Paso. Northwestern Road is a four-lane road running north-south and parallel to Interstate 10. Northern Pass Drive is a four-lane, east-west running road with its western terminus at Interstate 10 Frontage Road.

The intersection of Northwestern and Northern Pass is all-way stop controlled. There is a HAWK pedestrian beacon approximately 500 feet north of the intersection on Northwestern. ***Figure 1*** shows the study area. Northwestern Drive is signed at 40 mph, and Northern Pass at 35 mph.

Figure 1: Study Area



Data Collection and Existing Conditions

A topographic survey was conducted to create planimetric data of the roadways, including pavement widths, face and back of curb, driveway flares, and sidewalks. Based on the survey, both roadways have a nominal pavement width of 64 feet. A 12-foot pedestrian refuge island is located at the HAWK crossing.

Traffic volume and speed data were also collected of the two roads. Turning movement counts were collected at the intersection of Northwestern and Northern Pass. Daily traffic volumes were also collected on each road. Radar spot counts were gathered on Northwestern south of Trade Center Avenue and on Northern Pass east of Northwestern.

Pedestrian counts were also taken at the intersection of Northwestern and Northern Pass, the HAWK crossing, and midblock crossings south of Trade Center Avenue. The area around Market Center contained the most midblock crossing activity.

A tabulation of speed and daily traffic data is shown in **Table 1.** The AM and PM peak hour traffic volumes are shown in ***Figure 2***, and ***Figure 3*** shows daily traffic and pedestrian counts.

Table 1: Speed and Daily Traffic Volumes

Road	Daily Traffic Volume (vehicles/day)	85th Percentile Speed (mph)
Northwestern Dr.	3500	39 NB / 41 SB
Northern Pass Dr.	2500	38 NB / 40 SB

DRAFT

Figure 2: Peak Hour Turning Movement Volumes

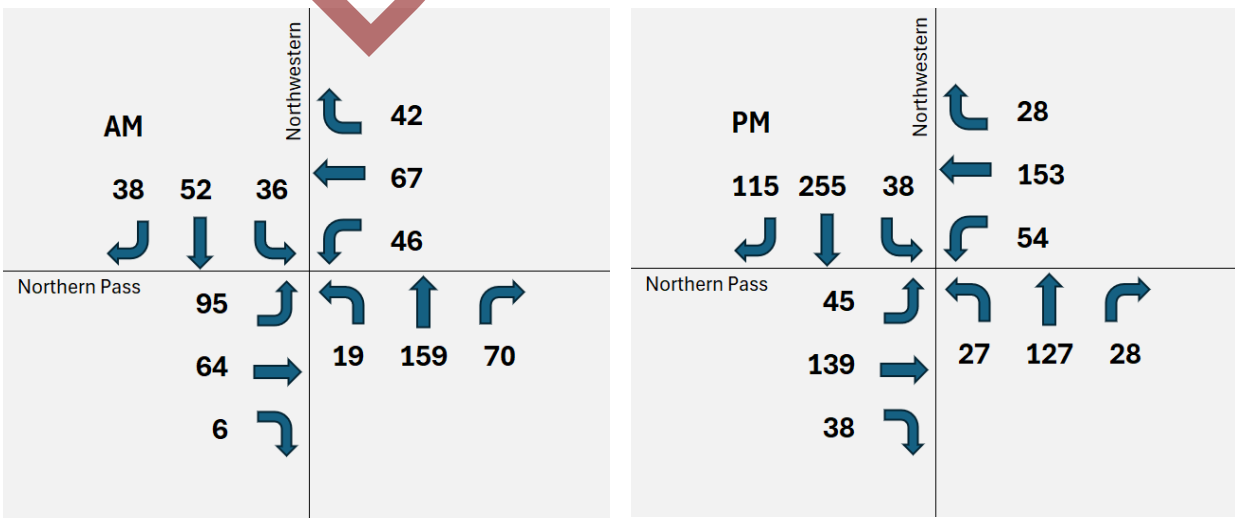


Figure 3: Traffic and Pedestrian Data

vpd: *vehicles per day* ***ppd:*** pedestrian crossings per day

A significant percentage of pedestrians are crossing Northwestern at the HAWK crossing. However, there are still numerous crossings to the north. A review of field conditions shows many of these crossings are from people parking on the road and destined for buildings around Market Center. Utilizing the HAWK or crosswalks at Trade Center Ave. could increase walking distances by almost a half mile.

DRAFT

Traffic Analysis

In advance of developing traffic calming solutions, a traffic analysis was performed to determine the number of lanes needed on Northern Pass and Northwestern. A traffic analysis model of the intersection and HAWK crossing was developed using Synchro analysis software. To determine the capacity an throughput of various lane configurations, a sensitivity test was performed to determine the increase in traffic before traffic operations significantly worsened.

Traffic for each alternative was incrementally grown on all movements until the intersection reached a level of service (LOS) E or a volume to capacity ratio 1 on any turning movement. The analysis was performed using Highway Capacity Manual 6th Edition (HCM6) methodology.

Table 2 shows the existing LOS for the AM and PM peak at the all-way stop-controlled intersection of Northwestern and Northern Pass as well as at the HAWK pedestrian beacon. Both intersections have LOS A in the morning peak hour and LOS B in the afternoon peak hour.

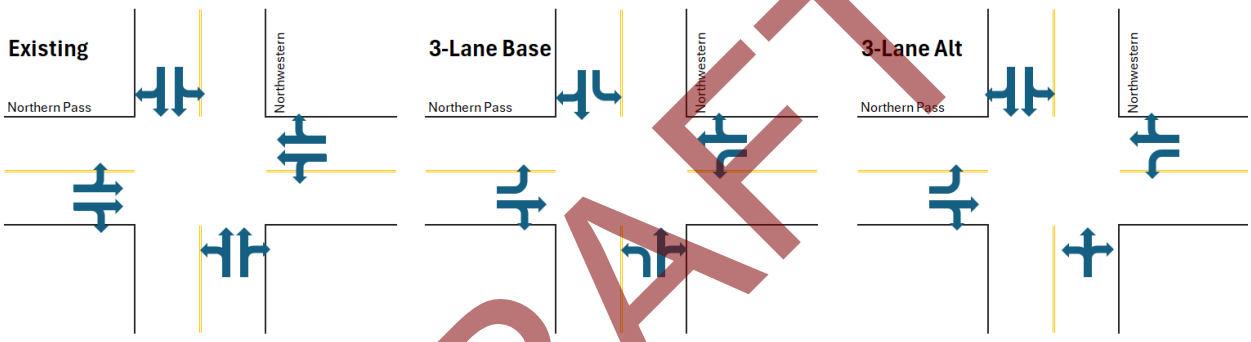
Table 2: Existing Level-of-Service (LOS)

Intersection	AM - LOS	PM - LOS
Northwestern at Northern Pass	A	B
Hawk Crossing	A	B

A three-lane alternative section was developed to reduce the pavement width needed for vehicle lanes. This section consists of one through lane in each direction and a left-turn lane. Away from the intersection, this lane can be utilized as a center turn lane for driveway access. This section is referred to as the 3-Lane Base alternative.

Since the SB through and right-turning traffic on Northwestern Drive is high while the left-turning traffic is relatively low, a second three lane option was developed to better accommodate these traffic patterns. Referred to as the 3-Lane Alt alternative, this option has two SB through lanes with shared left and right turns. There is a single NB lane with shared turns. North of the intersection, this could transition into the 3-Lane Base option. For both options, a single travel lane NB and SB is assumed at the HAWK crossing. The alternative configurations are illustrated in ***Figure 4*****.**

Figure 4: Lane Configurations Analyzed



DRAFT

Table 3 shows the results of the sensitivity testing. It was determined the afternoon peak hour had higher existing volume to capacity (vc) ratios, and that the all-way stop intersection had less available capacity than the HAWK crossing. Therefore, the sensitivity testing was conducted for the afternoon peak hour at the intersection of Northern Pass and Northwestern for the alternatives. The table reports the allowable percent increase in traffic before the intersection reaches LOS E or has a VC ratio greater than 1 for any turning movement. It also reports the percent reduction in capacity compared to the existing lane configuration.

Table 3: Existing Level-of-Service (LOS)

Alternative	Allowable Traffic Growth %	Capacity Reduction %
Existing (4-Lane)	67	N/A
3-Lane Base	23	26
3-Lane Alt	51	10

The 3-Lane Base option with single through lanes and dedicated left-turn lanes will experience poor LOS with only a 23 percent increase in traffic. However, the 3-Lane Alt with two SB through lanes can operate well with a 51 percent increase in traffic. This is only ten percent less traffic volume than where the existing 4-lane configuration experiences poor levels of service. Throughput could also be increased in the future with the installation of a traffic signal.

Crash History

Crash Data was queried from TxDOT's crash database (CRIS) for the previous three years. Query of the crash data extracted from the CRIS are provided in this report on ***Appendix A – Crash Data TxDOT's Crash Database***.

Overall, 20 crashes were reported in the study area, although the frequency of crashes has increased each year. Half of the crashes during this period occurred at the intersection of Northwestern Drive and Northern Pass Drive. Crashes here were a mix of angle, side swipe, and rear end collisions. A summary of crash totals and data are provided in **Table 4.**

Two pedestrian crashes were reported, one of which was a fatality. This occurred an early morning in 2024, when a pedestrian was struck crossing outside a crosswalk north of Trade Center Dr. The other pedestrian crash resulted in a serious injury and occurred when a pedestrian was struck at the crosswalk of the Northwestern and Northern Passs intersection. These pedestrian crashes underscore the importance of managing speeds and establishing safe crossings on the roadways. Collisions with pedestrians are rarely fatal with speeds below 20 mph. However, there is almost a 20 percent chance of fatality when the vehicle is traveling 35 mph, and a greater than 80 percent chance of fatality at speeds of 50 mph[1]

Table 4: Analysis of Total Crashes (Breakdown of the 17 Crashes data)

Data Attribute	Number of Crashes	% of Total
Total Crashes	20	N/A
Total Crashes 2022	4	20%
Total Crashes 2023	7	35%
Total Crashes 2024	9	45%
Northern Pass Intersection	10	50%
Trade Center Intersection	3	15%
Fatal	1	5%
Injury	7	35%
Pedestrian	2	10%

DRAFT

Traffic Calming

The existing roadways have large pavement widths not fully utilized by the existing four travel lanes. The traffic analysis has also shown that three lanes provide adequate traffic operations on the roadway. As

[1] Monfort, Samuel S. and Mueller, Becky C. "A modern injury risk curve for pedestrian injury in the United States: the combined effects of impact speed and vehicle front-end height".
Insurance Institute for Highway Safety December 2024

such, the existing street cross section encourages higher speed driving while requiring longer pedestrian crossing distances and not improving traffic operations.

The following goals were identified for alternative cross sections of Northwestern and Northern Pass:

- Manage speeds on the road
- Better utilize the existing pavement width
- Improve quality for all modes of transportation

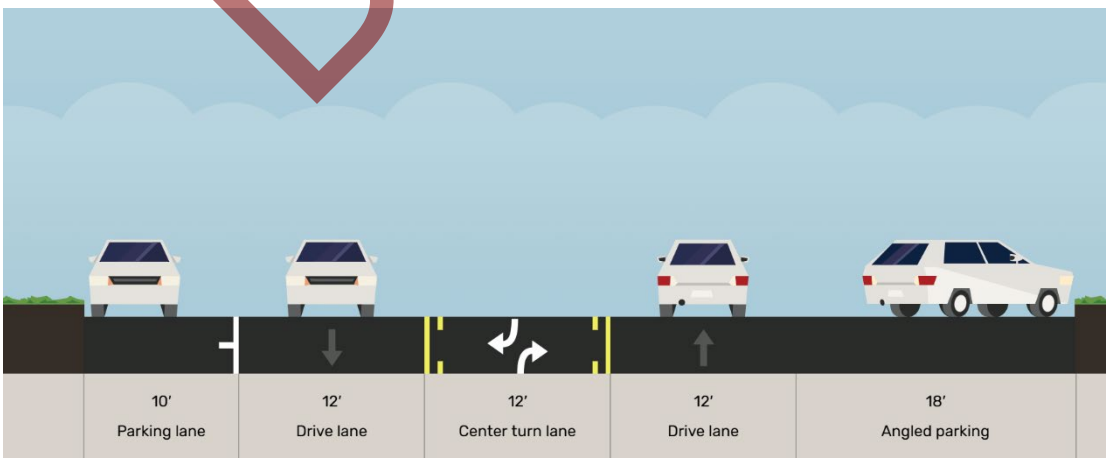
Based on these goals and the existing roadway geometries, traffic calming concepts were developed that could be implemented within the existing curb lines of both roads. All concepts include the reduction in lanes from four travel lanes to two travel lanes with a center turn lane. Converting a four-lane undivided roadway to a three-lane section has been shown to reduce crashes by approximately 40 percent.[2]

Parking Alternative

This alternative utilizes extra pavement space for on-street parking. Vehicles are currently parallel parking along stretches of the roads, but it is not officially designated or marked for parking. Designating and striping parking bays can better manage and control the parking locations. Parking maneuvers also help to slow speeds.

On Northwestern Drive, parallel parking on one side of the road and angle parking on the other can be accommodated with a three-lane section. On Northern Pass Drive, parallel parking can be added on both sides of the road, or angle parking on one side while maintaining the existing northbound bike lane. ***Figure 5*** shows a typical section with parking on Northwestern, and ***Figures 6*** shows two options for parking on Northern Pass.

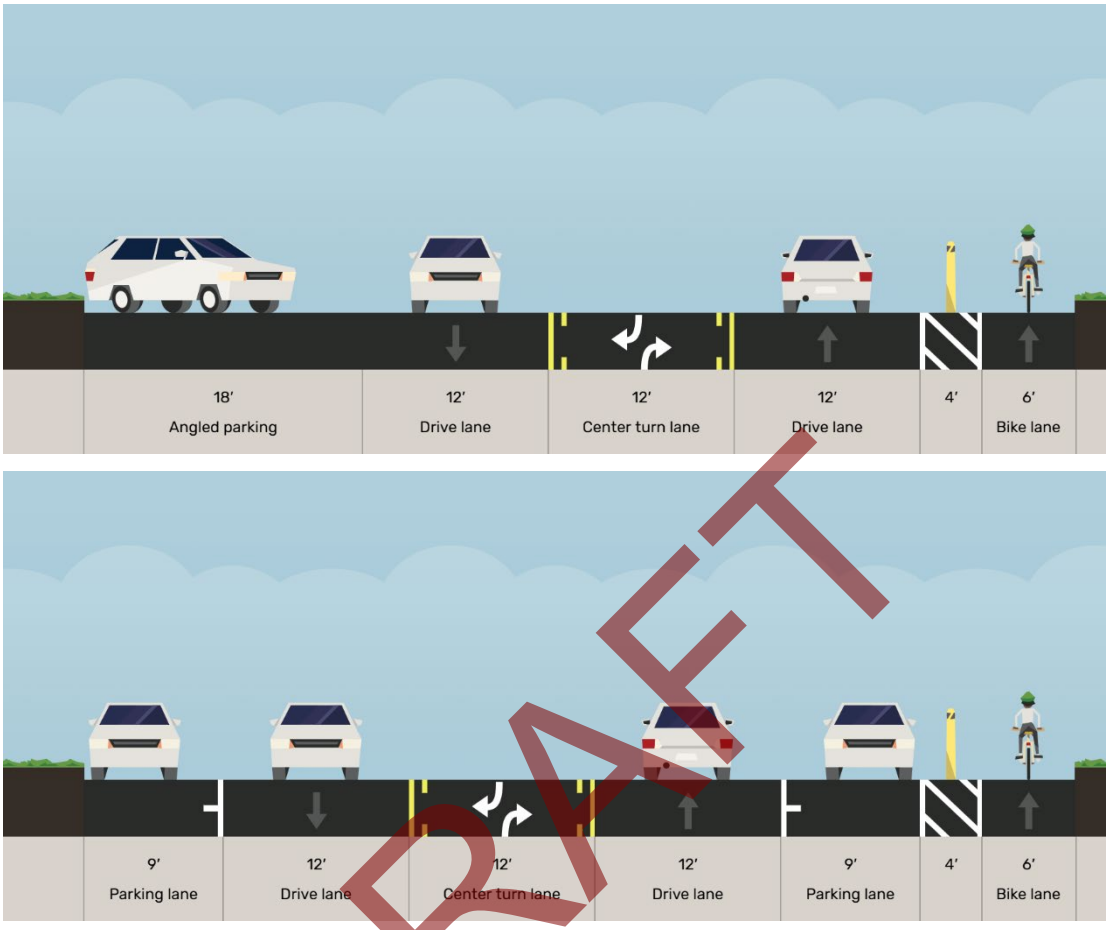
Figure 5: Northwestern Parking Concept



[2] Lim, L., and Fontaine, M. D. "Development of Road Diet Segment and Intersection Crash Modification Factors". *Transportation Research Record 1–12*, Transportation Research Board, Washington, D.C., (2022).

DRAFT

Figures 6: Northern Pass Parking Concepts



DRAFT

Within the limits of the study area, these concepts can provide approximately 170 additional parking spaces on Northwestern and 60 additional parking spaces on Northern Pass.

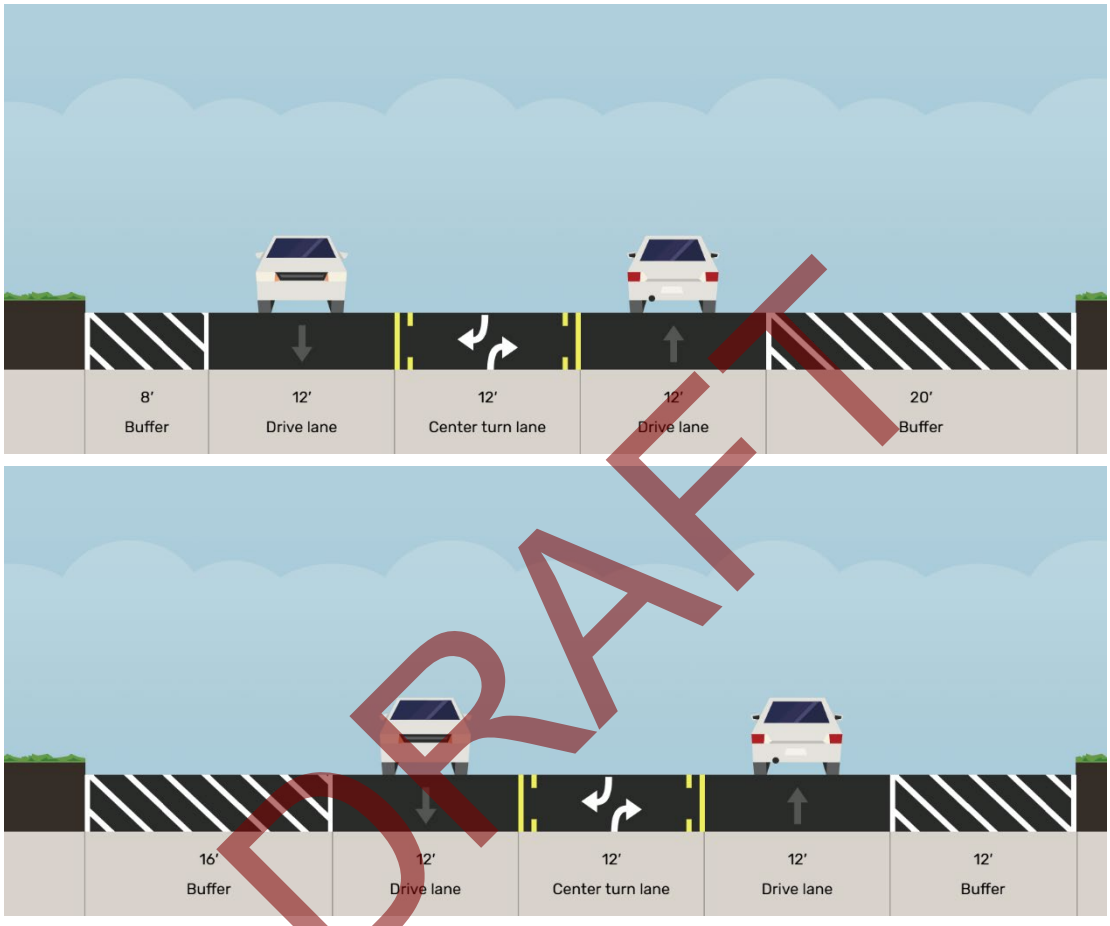
Temporary Curb Alternative

While modifying the existing curb line and pavement widths are not considered as part of this study, temporary curb installations can be used to better delineate the travel way. Use of temporary curb also allows for the implementation of curves and transitions in the long straight sections of the road. Adding minor alignment changes actively manages speeds and prevents cars from accelerating over long, straight distances.

The new curbline also visibly reduces the travel way to drivers, giving the appearance of a more narrow, lower speed roadway. On Northern Pass, the curb also provides a more physical separation between the travel and bike lane.

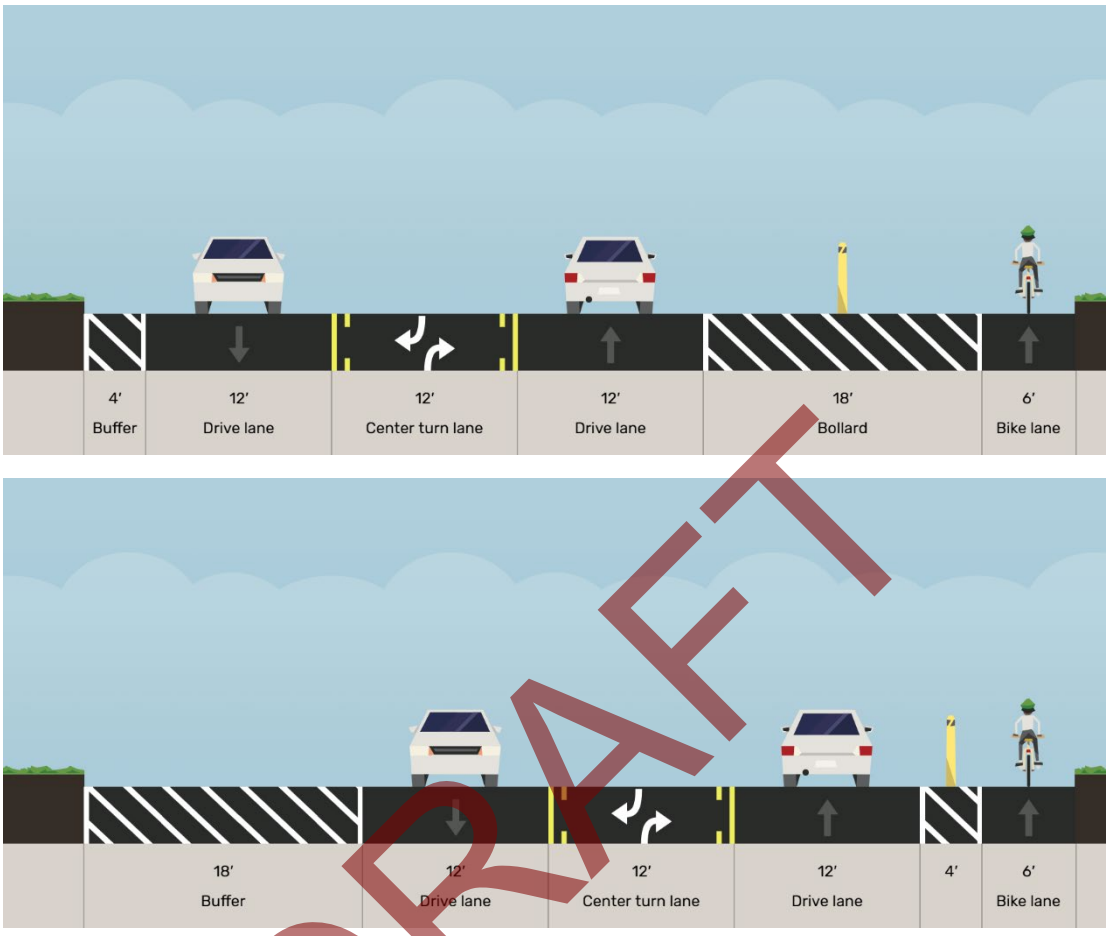
Figures 7 shows a three-lane section with the alignment shifted to the left and then right. ***Figure 8*** shows the shifted alignments for Norther Pass.

Figures 7: Northwestern Temporary Curb Sections



DRAFT

Figures 8: Northern Pass Temporary Curb Sections

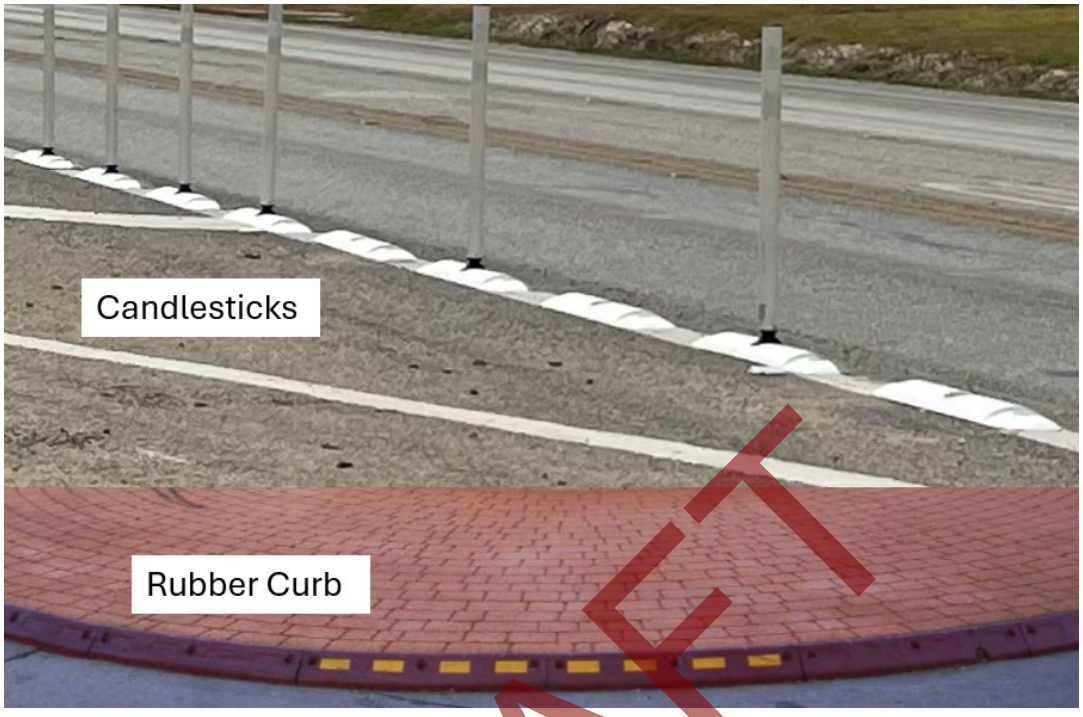


DRAFT

Figure 9 shows treatment options for the temporary curb. Using a plastic mountable curb with candlestick delineators is a low-cost option that provides good visibility and delineation. However, the delineators require more maintenance. The temporary rubber curb is higher cost but is more durable and is a more physical barrier. Both can be directly applied to and removed from the existing pavement.

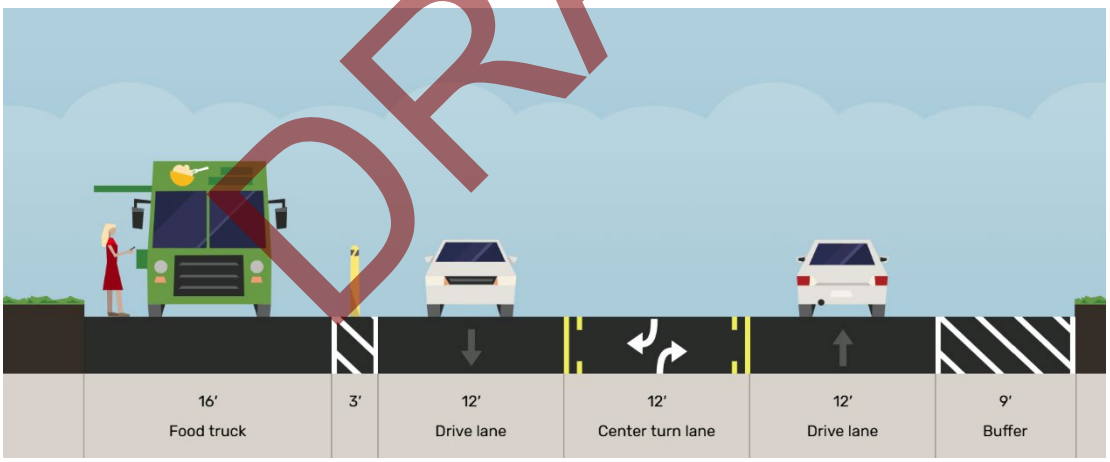
This option also allows for the remaining pavement to be reutilized for other purposes. For example, ***Figure 10*** shows a food truck on Northwestern that can be placed behind the curb line, providing a safer location with more opportunities to gather than with the current section.

Figure 9: Northern Pass Temporary Curb Sections



DRAFT

Figure 10: Temporary Curb with Food Truck Concept



Alternative Evaluation

Both alternatives provide a reimagining of the roadways as lower speed, multimodal facilities. While each has distinct benefits, there are distinct issues associated with each. **Table 5** provides positive and negative aspects of the parking alternative, and **Table 6** discusses the temporary curb benefits and drawbacks.

Table 5: Parking Alternative Pros and Cons

Parking Alternatives Pros	Parking Alternatives Cons
Provides more structure to on-street parking that is already occurring.	Addition of parking adds more conflicts and potentially more crashes.
Providing parking closer to employment destinations may reduce midblock crossings.	Increased conflicts with cyclists where bike lanes are not present.
Fully utilizes existing pavement section.	May not be desirable to adjacent businesses.
Encourages slower speeds.	
Lower cost; it only requires striping.	

Table 6: Temporary Curb Pros and Cons

Temporary Curb Pros	Temporary Curb Pros
Narrow travel way and shifts reduce speeds.	Higher cost than striping-only alternatives.
Easily removable.	Large width of unused pavement.
Increased separation from peds and cyclists.	Removes existing on-street parking.
Allows for repurposing unused pavement.	

DRAFT

While the alternatives are presented as distinct options, they are not exclusive to each other. Parking could be implemented on Northwestern Dr. while Northern Pass Dr. has temporary curbs installed. Inset parking could also be added to certain sections of a road that is narrowed with temporary curb.

Discussions with stakeholders and City staff should be conducted to determine which treatments best meet the needs of the road users.

Pedestrian Crossings

There is a HAWK pedestrian crossing on Northwestern Drive, approximately 500 feet north of the Northern Pass intersection. Additional crosswalks are located at the all-way stop-controlled intersections of Northwestern at Northern Pass and Northwestern at Trade Center Dr.

The HAWK is heavily utilized, and the intersection crosswalks also have significant ped crossings. However, more than 70 ped crossings per day were counted without utilizing a crosswalk. A majority of these crossings were clustered on Northwestern near the Market Center intersection. A potential off-site parking lot for offices on Northwestern may further increase demand for pedestrian crossings in this area.

A midblock crossing in this area would provide a safer crossing for pedestrians crossing in this area and is also located approximately halfway between the existing HAWK beacon and crossings at the Trade Center intersection.

Additional mid-block crossings on Northern Pass Drive may also be beneficial. Locations should be determined based on discussions with adjacent businesses on potential off-site parking locations and future pedestrian generators.

With current pedestrian volumes, it does not appear a HAWK would be warranted in this location. However, a (Rectangular Rapid Flashing Beacon) RRFB on a raised pedestrian crosswalk or other enhanced treatments combined with additional signage can add awareness to pedestrians.

The calming alternatives identified in this report result in reduced travel way width. If pedestrian crossings are still located at the existing curb lines, they are set back further from traffic, reducing awareness by vehicles. It also does not reduce pedestrian crossing distances. Bulb-outs should be utilized at crossings to reduce the crossing distances. These bulb-outs can be constructed with a temporary curb but should include tactile surfaces and delineated pedestrian paths. Push-button poles for HAWK and RRFB locations should also be located near the crossing.

DRAFT

Interstate 10 Reconstruction

Upcoming construction of Interstate 10 in the vicinity of the project area has the potential to increase traffic volumes on Northwestern for the duration of construction on the interstate. While utilization of Northwestern Drive as a relief route for Interstate 10 should not be officially designated or encouraged, the proximity and parallel alignment of the corridors make it likely that some traffic will organically transfer to Northwestern Drive when significant lane closures occur on Interstate 10.

Short-term traffic increases on Northwestern Dr. have the potential to increase well beyond the growth thresholds previously identified in this report. Because of this, it may be desirable to delay implementation of the three-lane section until completion of the improvements on Interstate 10 in order to provide as

much throughput as possible during construction. However, this does not mean all traffic calming improvements on Northwestern Drive must be delayed.

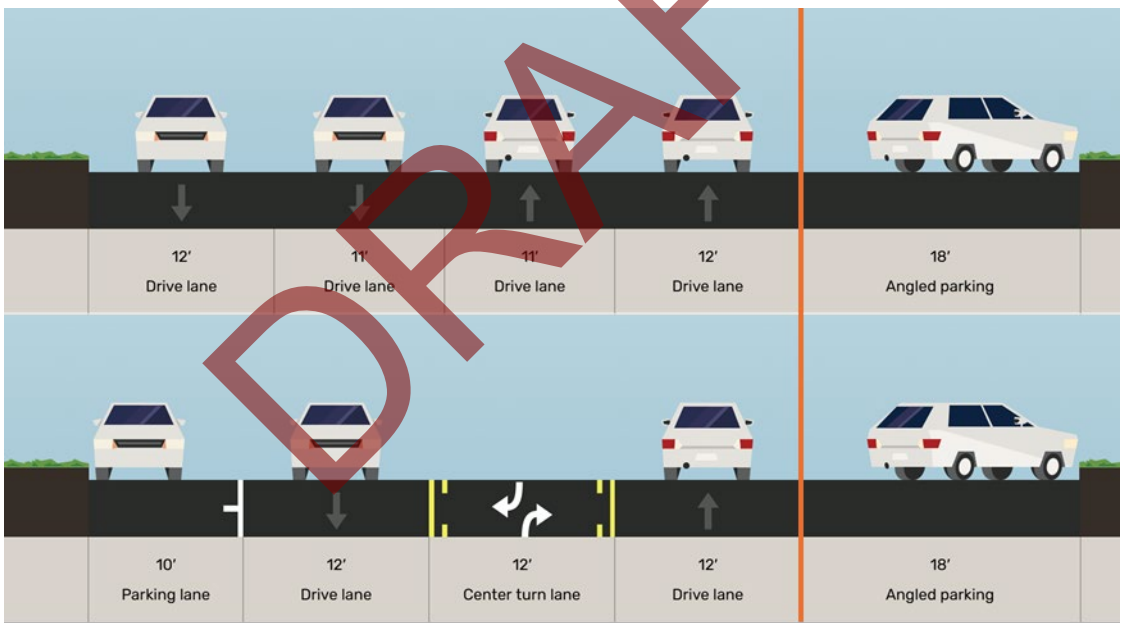
The existing pavement width can provide for four travel lanes with approximately 18 feet of pavement unused. Both the parking and temporary curb alternatives can be implemented with four travel lanes. By planning in advance for both sections, a four-lane section can be efficiently converted to a three-lane section with restriping and edge treatments on only one side of the road.

Figures 11 through ***13*** illustrate how a 4-lane section could be converted to three while minimizing changes to the calming concepts. For example, angle parking could be incorporated with 4-lanes. When the road is converted to a three-lane section, the angle parking would remain unchanged and parallel parking could be added on the other side.

Similarly, for temporary curb, one curb line could be held constant, therefore only one side of the curb would need to be relocated when the section is narrowed to three lanes.

DRAFT

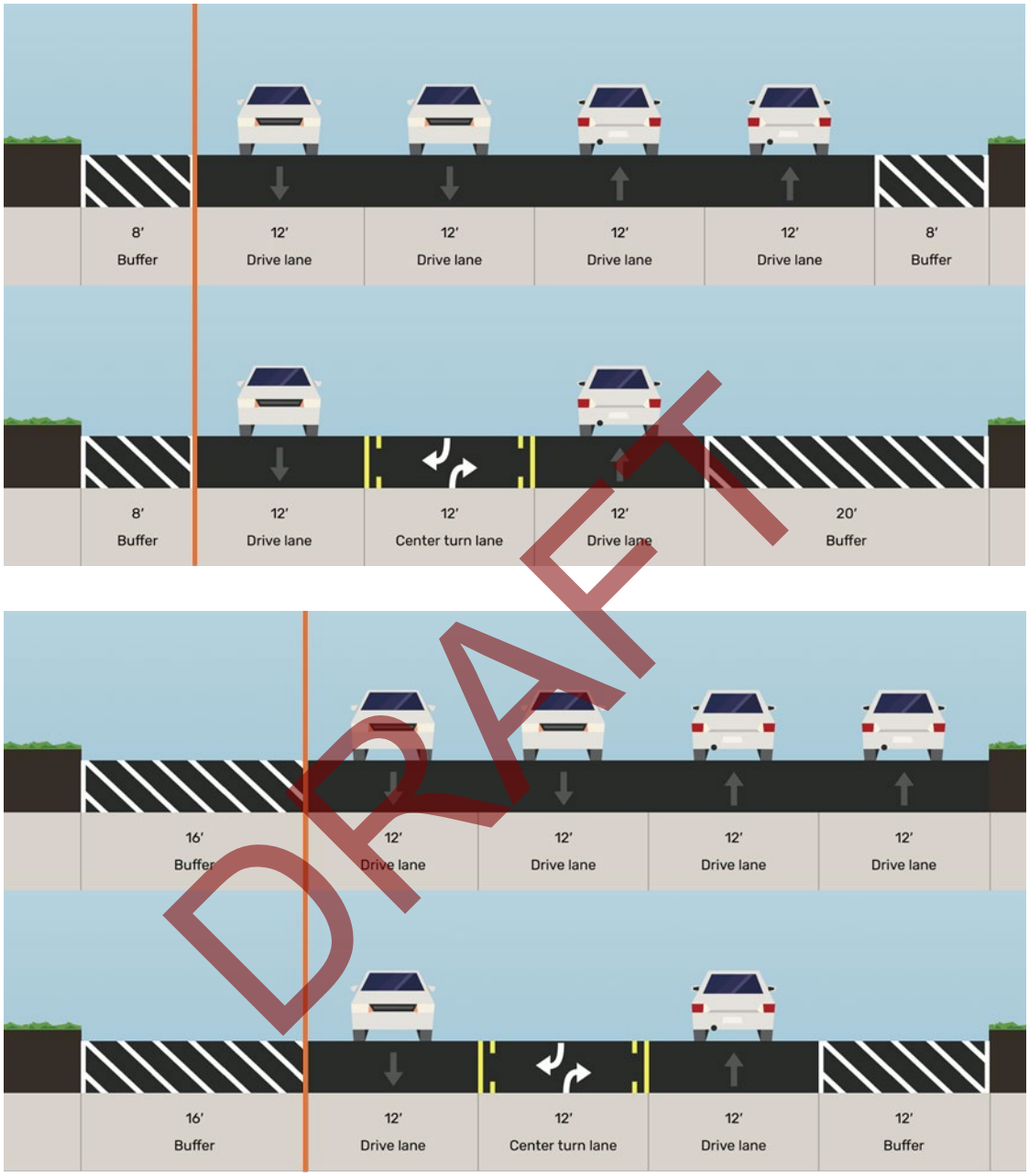
Figure 11: Parking Alternative: 4 to 3-Lane Conversion



Similarly, for temporary curbs, one curb line could be held constant, so only one side of the curb would need to be relocated when the section is narrowed to three lanes.

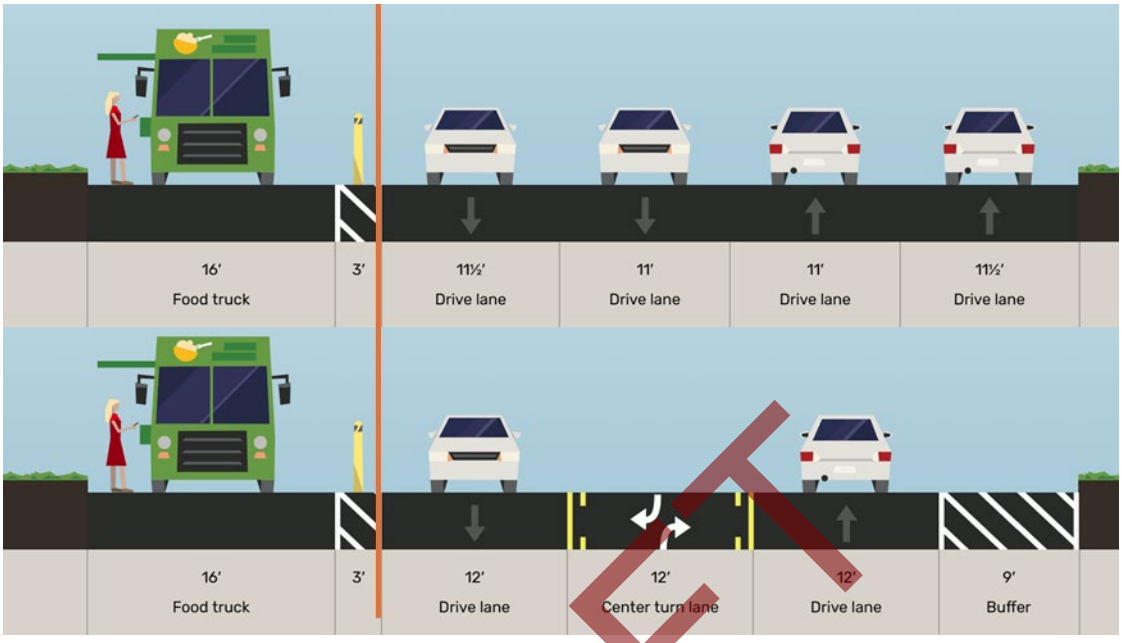
Implementing the traffic calming measures initially with four lanes allows the calming benefits to be realized without reducing throughput and provide speed management for traffic detouring from Interstate 10.

Figures 12: Temporary Curb Alternative: 4 to 3-Lane Conversion



DRAFT

Figure 13: Temporary Curb with Food Truck: 4 to 3-Lane Conversion



DRAFT

Costs

Opinions of probable cost were developed for the parking temporary curb alternatives. These costs include pavement markings, pavement prep, mobilization, and 30 percent contingency. They do not include additional midblock crossings.

However, these crossings are expected to have similar cost for either alternative. The costs are shown in **Table 7**. The costs including temporary curb are significantly higher than for the parking-only alternative. Installing parking on Northwestern and Northern Pass can be implemented with only pavement markings. Detailed breakdowns of cost can be found in the ***Appendix B – Alternatives Engineer's Probable Cost Estimates***.

Table 7: Engineer's Opinion of Probable Cost

Alternatives	Cost
Parking	$ 79,171.06
Temporary Curb	$714,527.53

Conclusion

Traffic calming measures on Northwestern and Northern Pass Drives can help to reduce speeds and change the character of the roads to better match the context of the area. A three-lane section can accommodate future traffic growth, but alternatives should be initially implemented with four through lanes on Northwestern Dr. to accommodate potential increases in traffic during improvements on Interstate 10 in the vicinity of the project area.

Implementing on-street parking on both roads can be an effective and low-cost speed management tool. However, it also creates more conflicts with vehicles and cyclists and may not be desirable to local businesses and property owners.

A temporary curb can also be used to create a narrower travel way within the existing pavement and allow for added curvature and transitions in long tangent sections of roadway. This option is more expensive due to the cost and installation of the curve but reduces conflicts and separates all modes of transportation. A combination of inset parking and a temporary curb can also be used.

A midblock crossing on Northwestern Dr. near the Market Center intersection will provide a pedestrian crossing in an area where a significant number of pedestrian crossings were observed. Midblock crossings on Northern Pass should also be considered to capture pedestrian crossings from off-site parking lots.

Outreach to local property owners and businesses should be conducted to gain feedback on potential options and build consensus towards implementation of a traffic calming treatment for the corridor.

DRAFT

Appendix – A

TxDOT's Crash Records Informational Systems (CRIS) Data

DRAFT

All crash data available using this tool represents reportable data collected from Texas Peace Officer's Crash Reports (CR-3) received and processed by the Texas Department of Transportation (Department) as of 04/06/2025. The Department makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the information provided as a result of your query. Any opinions and conclusions resulting from analysis performed on the crash data must be represented as your own and not those of the State of Texas or the Department.

Query Result Counts:

Your query returned a total of 20 Crashes containing 42 Units and 52 Persons

Filters Applied to current Query:

Crash Information Data (Year) 2002, 2023 or 2024

Crash ID	Crash Date	Crash Severity	Crash Year	Intersecting Street Name	Intersection Related	Latitude	Longitude	Manner of Collision	Street Name	First Harmful Event
18705599	1/18/2022	B - SUSPECTED MINOR INJURY	2022	NORTHWESTERN DR	INTERSECTION	31.889205	-106.5775003	ANGLE - BOTH GOING STRAIGHT	NORTHERN PASS	MOTOR VEHICLE IN TRANSPORT
18867377	4/22/2022	N - NOT INJURED	2022	NORTHWESTERN DR	INTERSECTION	31.889205	-106.5775003	ANGLE - BOTH GOING STRAIGHT	NORTHERN PASS DR	MOTOR VEHICLE IN TRANSPORT
19163475	10/5/2022	A - SUSPECTED SERIOUS INJURY	2022	N/A	NON INTERSECTION	31.889205	-106.5775003	ONE MOTOR VEHICLE - GOING STRAIGHT	NORTHWESTERN DR	PEDESTRIAN
19299330	12/1/2022	99 - UNKNOWN	2022	NORTHWESTERN DR	INTERSECTION RELATED	31.889205	-106.5775003	ONE MOTOR VEHICLE - TURNING RIGHT	NORTHERN PASS DR	FIXED OBJECT
19333189	1/11/2023	N - NOT INJURED	2023	NORTHWESTERN DR	INTERSECTION	31.889205	-106.5775003	SAME DIRECTION - ONE STRAIGHT-ONE LEFT TURN	NORTHERN PASS DR	MOTOR VEHICLE IN TRANSPORT
19376411	2/6/2023	B - SUSPECTED MINOR INJURY	2023	NORTHWESTERN DR	INTERSECTION	31.889205	-106.5775003	ANGLE - BOTH GOING STRAIGHT	NORTHERN PASS	MOTOR VEHICLE IN TRANSPORT
19432432	3/8/2023	N - NOT INJURED	2023	TRADE CENTER AVE	INTERSECTION	31.897795	-106.5782203	ANGLE - BOTH GOING STRAIGHT	NORTHWESTERN DR	MOTOR VEHICLE IN TRANSPORT
19461644	3/20/2023	N - NOT INJURED	2023	N/A	NON INTERSECTION	31.894355	-106.5782403	ONE MOTOR VEHICLE - GOING STRAIGHT	NORTHWESTERN DR	PARKED CAR
19531275	5/3/2023	B - SUSPECTED MINOR INJURY	2023	N/A	NON INTERSECTION	31.889205	-106.5775003	SAME DIRECTION - ONE STRAIGHT-ONE LEFT TURN	NORTHWESTERN DR	MOTOR VEHICLE IN TRANSPORT
19591437	6/8/2023	N - NOT INJURED	2023	NORTHWESTERN DR	NON INTERSECTION	31.889205	-106.5775003	SAME DIRECTION - BOTH GOING STRAIGHT-SIDESWIPE	NORTHERN PASS DR	MOTOR VEHICLE IN TRANSPORT
19658943	7/14/2023	N - NOT INJURED	2023	NORTHWESTERN DR	INTERSECTION	31.897795	-106.5782203	ANGLE - BOTH GOING STRAIGHT	TRADE CENTER AVE	MOTOR VEHICLE IN TRANSPORT
20163849	5/3/2024	K - FATAL INJURY	2024	N/A	NON INTERSECTION	31.89804	-106.5782203	ONE MOTOR VEHICLE - GOING STRAIGHT	NORTHWESTERN DR	PEDESTRIAN
20178492	5/10/2024	C - POSSIBLE INJURY	2024	NORTHWESTERN DR	INTERSECTION	31.889205	-106.5775003	ANGLE - BOTH GOING STRAIGHT	NORTHERN PASS DR	MOTOR VEHICLE IN TRANSPORT
20265276	6/28/2024	B - SUSPECTED MINOR INJURY	2024	NORTHWESTERN DR	INTERSECTION RELATED	31.889205	-106.5775003	SAME DIRECTION - ONE STRAIGHT-ONE STOPPED	NORTHWESTERN DR	MOTOR VEHICLE IN TRANSPORT
20300148	7/22/2024	N - NOT INJURED	2024	NORTHWESTERN DR	INTERSECTION RELATED	31.897795	-106.5781557	SAME DIRECTION - ONE STRAIGHT-ONE STOPPED	TRADE CENTER AVE	MOTOR VEHICLE IN TRANSPORT
20362213	8/29/2024	N - NOT INJURED	2024	TRADE CENTER AVE	INTERSECTION	31.897791	-106.5782204	ANGLE - BOTH GOING STRAIGHT	NORTHWESTERN DR	MOTOR VEHICLE IN TRANSPORT
20450902	10/18/2024	N - NOT INJURED	2024	TRADE CENTER AVE	INTERSECTION	31.897795	-106.5782203	ANGLE - BOTH GOING STRAIGHT	NORTHWESTERN DR	MOTOR VEHICLE IN TRANSPORT
20456121	10/21/2024	C - POSSIBLE INJURY	2024	N/A	DRIVEWAY ACCESS	31.894355	-106.5782403	ONE MOTOR VEHICLE - GOING STRAIGHT	NORTHWESTERN DR	OTHER OBJECT
20512765	11/18/2024	N - NOT INJURED	2024	N/A	NON INTERSECTION	31.894945	-106.5782603	SAME DIRECTION - ONE STRAIGHT-ONE STOPPED	NORTHWESTERN DR	MOTOR VEHICLE IN TRANSPORT
20523940	11/19/2024	N - NOT INJURED	2024	N/A	NON INTERSECTION	31.895219	-106.5782565	SAME DIRECTION - BOTH GOING STRAIGHT-SIDESWIPE	NORTHWESTERN DR	MOTOR VEHICLE IN TRANSPORT

DRAFT

Appendix – B

Alternatives Engineer's Probable Cost Estimates

DRAFT

Preliminary Opinions Of Probable Cost- Northwestern Traffic Calming

Parking Option					
Item	**Unit**	**Qty.**	**Unit Cost**		**Cost**
6" Pavement Marking	LF	19855	2.03	$	40,305.65
Elim Exist Markings	LF	7650	1.1	$	8,415.00
Mobilization	LS	1	0.15	$	7,308.10
Traffic Control/Work Zones	LS	1	0.1	$	4,872.07
Subtotal				$	60,900.81
30% Contingency				$	18,270.24
Parking Option - Total Costruction Cost				**$**	**79,171.06**

Temporary Curb Option					
Item	**Unit**	**Qty.**	**Unit Cost**		**Cost**
6" Pavement Marking	LF	11475	2.03	$	23,294.25
Elim Exist Markings	LF	7650	1.1	$	8,415.00
Rubber Curb	LF	5100	100	$	510,000.00
Mobilization	LS	1	0.15	$	4,756.39
Traffic Control/Work Zones	LS	1	0.1	$	3,170.93
Subtotal				$	549,636.56
30% Contingency				$	164,890.97
Temporary Curb Option - Total Construction Cost				**$**	**714,527.53**

DRAFT

File #: 25-1253, **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 7
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 approving the allocation of funds from the Texas Economic Development Incentive Program in the estimated amount of $5,000,000 to the International Bridges Department for the Ysleta/Zaragoza Port of Entry Feasibility Study project and authorizing City Manager, or designee, to execute any budget transfers and associated agreements.

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

REVISED
4:39 pm, Oct 01, 2025

DEPARTMENT: Economic and International Development

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Karina Brasgalla **PHONE NUMBER:** 915-212-0094

2nd CONTACT PERSON NAME: Sara Cera **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL:

Goal 1 - Cultivate an environment conducive to strong economic development

SUBGOAL:

1.1 - Stabilize and expand El Paso's tax base

SUBJECT:

A Resolution approving the allocation of funds from the Texas Economic Development Incentive Program in the estimated amount of $5,000,000 to the International Bridges Department for the Ysleta/Zaragoza Port of Entry Feasibility Study project and authorizing City Manager, or designee, to execute any budget transfers and associated agreements.

BACKGROUND / DISCUSSION:

The Texas Economic Development (TED) Fund is an $80M fund negotiated as part of the sale of El Paso Electric (EPE) for the purpose of supporting economic growth in the EPE Texas Service Region. The adopted TED Fund Incentives Policy outline eligibility for the Infrastructure Development Assistance and Quality Jobs and Investment Assistance Programs. The Infrastructure Development Assistance Program provides financial assistance for public infrastructure improvements where such investment will have a direct impact on future employment and investment opportunities within EPE's Texas Service Area, including ports. The Ysleta Port of Entry is a key regional economic driver, supporting over $80 billion in total trade. The proposed project is an initial step towards capacity improvements for southbound commercial traffic and operations, which are especially critical given recent changes at BOTA. The proposed $5M allocation funds a Feasibility and Design Study for the expansion of commercial capacity at the Ysleta/Zaragoza Port of Entry. This is a reprogramming of funds previously dedicated to the FY25 RAISE grant application for the same project.

COMMUNITY AND STAKEHOLDER OUTREACH:

What methods of outreach were employed to engage the community? What key concerns and priorities were identified among citizens? How many outreach meetings or events were conducted? What was the attendance count for each meeting or event? These questions ensure clear and thorough reporting on community engagement efforts

PRIOR COUNCIL ACTION:

On January 20, 2021, City Council approved the Texas Economic Development Incentive Program ("TED Program") – Policy and Guidelines.
On October 8, 2024 City Council authorized the submission of a FY25 RAISE grant for the Ysleta Port of Entry Southbound Commercial Facilities Expansion Project: Phase I.

AMOUNT AND SOURCE OF FUNDING:

TED Fund - $5,000,000

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)

REVISED
4:39 pm, Oct 01, 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 Fund 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 Infrastructure Development Assistance Program provides financial assistance for public infrastructure improvements where such investment will have a direct impact on future employment and investment opportunities within EPE's Texas Service Area, including ports; and

WHEREAS, the Ysleta Port of Entry is a key regional economic driver, supporting over $80 billion in total trade; and

WHEREAS, the proposed project is an initial step towards capacity improvements for southbound commercial traffic and operations at the Ysleta Port of Entry; and

WHEREAS, the City desires to allocate $5,000,000 from the TED Fund to the International Bridges Department for the *Ysleta/Zaragoza Port of Entry Feasibility Study* as detailed in "Exhibit A";

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.

THAT the City Council finds that the *Ysleta/Zaragoza Port of Entry Feasibility Study* 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 approves the allocation of funds from the Texas Economic Development Incentive Program in the estimated amount of $5,000,000 to the International Bridges Department for the *Ysleta/Zaragoza Port of Entry Feasibility Study* 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

EXHIBIT A

YSLETA/ZARAGOZA POE FEASIBILITY STUDY
SCOPE OF WORK

Phase I

a. Assist with the formal request and application process to modify/amend the Ysleta-Zaragoza Presidential Permit.
b. Review and summarize previous studies and recommendations regarding potential expansions or added capacity for all modes (i.e., commercial trucks, personal vehicles, and pedestrians).
c. Study existing and future conditions (cross-border traffic, sites, surrounding land uses, public transportation, natural environment, utilities, buildings, current and future TxDOT projects, etc.) including the effects of the potential elimination of commercial traffic at BOTA (increased demand).
d. Site suitability and recommendations to explore overall port expansion into adjacent vacant properties including ingress and egress (roadway connectivity) for added capacity and increase in throughput proportionate with future demand across all modes.
e. Up to two (2) conceptual ingress and egress designs by mode (i.e., personal vehicles and commercial trucks) to improve the POE connectivity.
f. Study and evaluate the constructions of a new bridge structure for commercial vehicles to repurpose or expand the current commercial bridges.
g. Design and evaluate the expansion/relocation of existing City of El Paso cargo operations facilities to support port expansion and additional traffic demand. Up to two (2) conceptual designs.
h. Assist with the preparation and submission of all environmental documents.
i. Provide recommendations for improved safety and traffic control measures for all modes.

Phase II

a. Study and evaluate current port of entry design layout to include local, state and federal properties and facilities and the effect of the potential elimination of commercial traffic at of BOTA (increased demand).
b. Explore a reconfiguration, modernization and expansion of CBP cargo lot to include primary, nonintrusive and secondary inspection facilities as well as the Federal Motor Carrier Safety Administration (FMCSA) inspection facilities based on future demand. Up to two (2) conceptual designs.
c. Up to two (2) conceptual facility designs for the reconfiguration, modernization and expansion of and the Texas Department of Public Safety (DPS) inspection facilities according to future demand.
d. Explore and evaluate the construction of new dedicated pedestrian bridge with enhanced amenities.
e. Explore alternate modes of transportation such as automated system technologies.
f. Propose and evaluate opportunities for the reconfiguration and potential new installation of Intelligent Transportation Systems and related technologies.

g. Evaluate and propose use new technologies (traffic cameras, automated systems, machine learning, etc.) available to monitor and measure throughput of international bridge traffic across all modes.
h. Evaluate the implementation of alternative pricing technologies such as variable or dynamic pricing.

File #: 25-1215, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Discussion and action on a Resolution that the City reviews and approves the issuance of the Unlimited Tax Bonds Series 2025 by Paseo del Este Municipal Utility District No. 4 with the acknowledgment that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

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

DEPARTMENT: Office of the City Manager

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Robert Cortinas **PHONE NUMBER:** 915-212-1067

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL:
6.5

SUBJECT:
Discussion and action on the resolution that the City reviews and approves the issuance of the Unlimited Tax Bonds Series 2025 by Paseo del Este Municipal Utility District No. 4 with the acknowledgment that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

BACKGROUND / DISCUSSION:

On December 3, 2002 the City Council of the City of El Paso ('City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of El Paso's Extraterritorial Jurisdiction. The City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

June 11, 2024 - Approve the issuance of the Unlimited Tax Bond Series 2024 by MUD No. 4

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)

RESOLUTION

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

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

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

WHEREAS, Paseo Del Este Municipal District No. Four (M.U.D. No. 4) requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2025 by M.U.D. No. 4 (Series 2025 Bonds); and

WHEREAS, the City reviewed the proposed issuance of Series 2025 Bonds by M.U.D. No. 4 and desires to approve the issuance of the bonds.

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

That the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2025, in the estimated amount of $1,400,000, by Paseo Del Este Municipal Utility District No. 4, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

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:

_____
Robert Cortinas
Chief Financial Officer

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

IN THE OPINION OF BOND COUNSEL TO THE DISTRICT, INTEREST ON THE BONDS WILL BE EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS ON THE DATE THEREOF, SUBJECT TO THE MATTERS DESCRIBED UNDER "TAX EXEMPTION" HEREIN, INCLUDING THE ALTERNATIVE MINIMUM TAX ON CERTAIN CORPORATION.

THE DISTRICT EXPECTS TO DESIGNATE THE BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS

NEW ISSUE - Book Entry Only

$1,400,000

PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 4

(A political subdivision of the State of Texas located within El Paso County)

UNLIMITED TAX BONDS, SERIES 2025

Dated: December 15, 2025 **Due: August 15, as shown below**

Principal of the Bonds will be payable at stated maturity or redemption upon presentation of the Bonds at the principal payment office of the paying agent/registrar, initially BOKF, NA (the "Paying Agent/Registrar"), Dallas, Texas. Interest on the Bonds will accrue from the date of delivery of the Bonds (expected to be December 16, 2025), and is payable on February 15, 2026 and on each August 15 and February 15 thereafter until the earlier of maturity or redemption. The Bonds will be issued only in fully registered form in denominations of $5,000 each or integral multiples thereof. Interest will be calculated on the basis of a 360 day year of twelve 30 day months. The Bonds are subject to redemption prior to maturity as shown below.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See "BOOK-ENTRY-ONLY SYSTEM."

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS

Due Aug. 15	Principal Amount [(a)]	Interest Rate	Initial Reoffering Yield [(b)]	CUSIP Number [(d)]	Due Aug. 15	Principal Amount [(a)]	Interest Rate	Initial Reoffering Yield [(b)]	CUSIP Number [(d)]
2027	$ 30,000				2039	$ 55,000			
2028	30,000				2040	60,000			
2029	35,000				2041	60,000			
2030	35,000				2042	65,000			
2031	35,000				2043	70,000			
2032	40,000				2044	75,000			
2033	40,000				2045	75,000			
2034	45,000				2046	80,000			
2035	45,000				2047	85,000			
2036	50,000				2048	90,000			
2037	50,000				2049	95,000			
2038	55,000				2050	100,000			

(a) The Initial Purchasers (as defined herein) may designate one or more maturities as term bonds. See accompanying "OFFICIAL NOTICE OF SALE" and "OFFICIAL BID FORM."

(b) Initial reoffering yield represents the initial offering yield to the public which has been established by the Initial Purchaser (as herein defined) for offers to the public and which may be subsequently changed by the Initial Purchaser and is the sole responsibility of the Initial Purchaser.

(c) Bonds maturing on or after August 15, 20__ are subject to redemption prior to maturity at the option of the District, in whole or, from time to time in part, on August 15, 20__, or on any date thereafter, at a price equal to the par value thereof plus accrued interest from the most recent interest payment date to the date fixed for redemption. See "THE BONDS – Redemption Provisions."

(d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Initial Purchaser shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

INSURANCE... Application has been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option and expense of the Initial Purchaser. The rating fees, if any, associated with the insurance will be the responsibility of the Initial Purchaser. See "BOND INSURANCE."

The Bonds, when issued, will constitute valid and legally binding obligations of Paseo del Este Municipal Utility District No. 4 (the "District") and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any entity other than the District. Investment in the Bonds is subject to special considerations described herein. See "RISK FACTORS."

The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by McCall, Parkhurst & Horton L.L.P., Austin, Texas, Bond Counsel. Delivery of the Bonds through the facilities of DTC is expected on or about December 16, 2025.

BIDS DUE: November 13, 2025 at 8:00 A.M., Mountain Time in El Paso, Texas
BID AWARD: November 13, 2025 at 11:00 A.M., Mountain Time in El Paso, Texas

TABLE OF CONTENTS

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS 1
OFFICIAL STATEMENT SUMMARY 3
SELECTED FINANCIAL INFORMATION 5
RISK FACTORS 6
THE BONDS 10
BOOK-ENTRY-ONLY SYSTEM 14
BOND INSURANCE 15
THE DISTRICT 16
MANAGEMENT 18
THE DEVELOPER 19
THE SYSTEM 20
UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED 22
FINANCIAL STATEMENT 22
ESTIMATED OVERLAPPING DEBT STATEMENT 23
TAX DATA 24
TAX PROCEDURES 26
GENERAL FUND OPERATIONS 30
PRO-FORMA DEBT SERVICE REQUIREMENTS 32
LEGAL MATTERS 33
TAX EXEMPTION 34
SALE AND DISTRIBUTION OF THE BONDS 37
PREPARATION OF OFFICIAL STATEMENT 37
CONTINUING DISCLOSURE OF INFORMATION 39
MISCELLANEOUS 41
AERIAL PHOTOGRAPH 42
PHOTOGRAPHS 44
APPENDICES
DISTRICT AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED SEPTEMBER 30, 2023 ..... A
FORM OF BOND COUNSEL'S OPINION ..... B

The cover page hereof, this page, the appendices included herein and any addenda, supplement or amendment hereto, are part of the Official Statement.

USE OF INFORMATION IN OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Gordon Davis Johnson & Shane P.C., the District's General Counsel, 4695 North Mesa Street, El Paso, Texas 79912 upon payment of duplication costs.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Initial Purchaser and thereafter only as specified in "PREPARATION OF OFFICIAL STATEMENT-Updating the Official Statement."

OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information appearing elsewhere in this Official Statement.

THE FINANCING

The Issuer..... Paseo del Este Municipal Utility District No. 4 (the "District"), a political subdivision of the State of Texas (the "State"), is located in El Paso County, Texas (the "County"). See "THE DISTRICT."

The Issue ..... The District's $1,400,000 Unlimited Tax Bonds, Series 2025 (the "Bonds") are issued pursuant to a resolution (the "Bond Resolution") of the District's Board of Directors. The Bonds will be issued as fully registered bonds in denominations of $5,000 each or integral multiples thereof, maturing on August 15 in each of the years and in the amounts set forth on the cover hereof. Interest on the Bonds accrues from the date of initial delivery of the Bonds (expected to be December 16, 2025), and is payable on February 15, 2026 and on each August 15 and February 15 thereafter until the earlier of maturity or prior redemption.

Redemption .....The Bonds maturing on and after August 15, 20__, are subject to redemption, in whole or in part, at the option of the District, prior to their maturity dates, on August 15, 20__, or on any date thereafter. Upon redemption, the Bonds will be payable at a price of par plus accrued interest to the date of redemption. See "THE BONDS - Redemption Provisions."

Source of Payment.....The Bonds are payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District (see "TAX PROCEDURES"). The Bonds are obligations of the District and are not obligations of the State, the County, the City of El Paso (the "City") or any other political subdivision or agency other than the District.See "THE BONDS – Source of and Security for Payment."

Use of Proceeds …..... Proceeds from sale of the Bonds will be used to reimburse the Developer (as hereinafter defined) for funds advanced on behalf of the District for the District's pro rata share of costs relating to facilities constructed by or on behalf of Paseo del Este Municipal Utility District No. 1 (the "Master District") being a portion of costs of certain regional water and sanitary sewer facilities serving the District and the other "Participant Districts" as hereafter defined, including engineering costs (the "Regional Facilities"), and the cost of certain internal water, wastewater and drainage facilities serving the District (the "Internal Facilities"). Bond proceeds will also be used to pay interest to the Developer (hereinafter defined) on funds expended for the foregoing, including engineering costs, to pay administrative advances and creation costs, and to pay certain costs associated with the issuance of the Bonds. See "THE SYSTEM - Use and Distribution of Bond Proceeds."

Payment Record.....The District has previously issued three series of unlimited tax bonds, of which $10,005,000 remains outstanding. The District has never defaulted in payments of principal of or interest on its unlimited tax debt.

Qualified Tax-Exempt Obligations.....The District expects to designate the Bonds as "qualified tax-exempt obligations for financial institutions." See "TAX EXEMPTION - Qualified Tax-Exempt Obligations for Financial Institutions."

Rating and Municipal Bond Insurance..... No application for a rating on the Bonds has been made. See "SALE AND DISTRIBUTION OF THE BONDS – Municipal Bond Rating and Municipal Bond Insurance." An application has been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option and expense of the Initial Purchaser (as defined herein). The rating fees, if any, associated with the insurance will be the responsibility of the Initial Purchaser. See "BOND INSURANCE – Bond Insurance."

General Counsel ..... Gordon Davis Johnson & Shane P.C., El Paso, Texas.

Bond Counsel.....McCall, Parkhurst & Horton L.L.P., Austin, Texas.

Disclosure Counsel.....McCall, Parkhurst & Horton L.L.P., Austin, Texas.

Financial Advisor .....Hilltop Securities, Inc., El Paso, Texas and Dallas, Texas.

Engineer .....TRE & Associates, LLC, Austin, Texas and El Paso, Texas.

Risk Factors .....The purchase and ownership of the Bonds are subject to special risk factors, and all prospective purchasers are urged to examine carefully the entire Official Statement for a discussion of investment risks, including particularly the section captioned "RISK FACTORS."

THE DISTRICT

Description .....The District was created by division of Paseo del Este Municipal Utility District (the "Original District") pursuant to a division order adopted by the Original District on March 27, 2003, and operates pursuant to Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the "Act") and Chapters 49 and 54, Texas Water Code. Prior to division, Paseo del Este Municipal Utility District was created as a Conservation and Reclamation District on May 29, 1997 by the Act. The District presently contains approximately 318.342 acres of land located in the southeast portion of the County approximately 15 miles east of the central area of the City. The District is located north of Interstate Highway 10 and east of Loop 375. Eastlake Boulevard provides access to the District. From Interstate Highway 10, exit Eastlake Boulevard and proceed north approximately 1.4 miles to the intersection of Eastlake Boulevard and Mission Ridge Boulevard, then north along Mission Ridge Boulevard and approximately one mile. The District lies within the exclusive extraterritorial jurisdiction of the City. See "AERIAL PHOTOGRAPH" herein.

Master District Contract .....The District and nine other districts in the Paseo del Este development in eastern El Paso County known as Paseo del Este Municipal Utility District Nos. 2, 3, 5, 6, 7, 8, 9, 10 and 11 (those ten districts and the Master District being collectively referred to as the "Participant Districts" and individually as "Participant District No. –") have each entered into a "Master District Contract" with the Master District to coordinate the development of the water, sanitary sewer and drainage facilities to serve the area within all eleven Participant Districts. Under the Master District Contract, the Master District will acquire, construct, own and operate the Regional Facilities to serve the area within all eleven Participant Districts; each Participant District will acquire, construct and own its Internal Facilities serving only area within it and lease the Internal Facilities to the Master District for operation; and the Master District will provide retail water and wastewater service to all retail customers in all of the Participant Districts.

Status of Development .....The Participant Districts are being developed primarily for single family residential, commercial and industrial purposes, and are within the Paseo del Este development ("Paseo del Este"). Paseo del Este is being developed primarily by Hunt Communities Group, Inc. ("Hunt"), and certain affiliates thereof, and B&G/Sunrise Joint Venture ("B&G") and is planned to include approximately 4,300 acres of land. The land in Paseo del Este was purchased from the Texas General Land Office by Hunt and affiliates thereof and B&G in varying positions in a series of transactions between 1998 and 2020. As of July 1, 2025 approximately 10,473 single family residential lots have been developed within Paseo del Este, and approximately 9,967 homes are completed or are in various stages of construction in Paseo del Este. Within the District there are currently 723 lots and 543 homes completed or in various stages of construction.

The development within the District includes Hillside Park at Mission Ridge Unit One; and a portion of Hillside Park at Mission Ridge Unit Two, Hillside Park at Mission Ridge Unit Three, Hillside Park at Mission Ridge Unit Four, Hillside Park at Mission Ridge Unit 5, Hillside Park Unit 6, and Painted Sky at Mission Ridge Unit 3 Subdivision.

All 222.174 acres of developable land in the District have been furnished with water, sanitary sewer and storm drainage facilities. There are 96.2 undevelopable acres within the District. See "THE DISTRICT – Status of Development."

The Developer ..... Major water, sewer, drainage facilities and streets to serve land within the District have been developed by Hunt Mission Ridge, LLC, an affiliate of Hunt (hereinafter referred to as the "Developer"). The activities of Hunt and its affiliates include development, construction, consulting and advisory. Water, sewer and drainage facilities to serve specific sections within the District have been acquired or constructed by the Developer. See "THE DEVELOPER."

SELECTED FINANCIAL INFORMATION

Tax Year 2025 Certified Assessed Valuation	$	150,045,862 [(a)]	
District Debt:			
Gross Debt Outstanding (after the issuance of the Bonds) ("Gross Debt Outstanding")	$	11,405,000	
Estimated Overlapping Debt		4,652,068 [(b)]	
Gross Debt Outstanding and Estimated Overlapping Debt	$	16,057,068	
Ratio of Gross Debt Outstanding to Tax Year 2025 Certified Assessed Valuation		7.60%	
Ratio of Gross Debt Outstanding and Estimated Overlapping Debt to Tax Year 2025 Certified Assessed Valuation		10.70% [(a)]	
Debt Service Funds Available, as of September 12, 2025	$	646,435.53	
Capital Projects Funds Available, as of September 12, 2025.	$	57,951.00	
Operating Funds Available, as of September 12, 2025	$	177,491.56	
Tax Year 2025 Tax Rates:			
Debt Service	$	0.4867	
Contract		0.2900	
Maintenance and Operations		0.0251	
Total	$	0.8018	/$100 A.V.
Average Annual Debt Service Requirements (2026 - 2050) of the Outstanding Bonds and the Bonds ("Average Requirement").	$	727,601	
Tax rate required to pay Average Requirement based upon Tax Year 2025 Certified Assessed Valuation at a 98% collection rate		0.4948	/$100 A.V.

Status of Water Connections as of July 1, 2025:

Single-family residential - completed and occupied	543
Single-family residential - completed and vacant	8
Single-family residential - under construction - builder	172
Other (Irrigation)	15
Total Connections	738

(a) As certified by the El Paso Central Appraisal District (the "Appraisal District"). Represents the taxable assessed valuation within the District as of January 1, 2025. See "TAX PROCEDURES."

(b) See "ESTIMATED OVERLAPPING DEBT STATEMENT" herein.

PRELIMINARY OFFICIAL STATEMENT

$1,400,000

PASEO DEL ESTE MUNICIPAL UTILITY DISTRICT NO. 4
(A political subdivision of the State of Texas located within El Paso County)

UNLIMITED TAX BONDS, SERIES 2025

This Official Statement provides certain information in connection with the issuance by Paseo del Este Municipal Utility District No. 4 (the "District") of its $1,400,000 Unlimited Tax Bonds, Series 2025 (the "Bonds").

The Bonds are issued pursuant to the Texas Constitution, Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the "Act") and Chapters 49 and 54 of the Texas Water Code, as amended, a resolution authorizing the issuance of the Bonds (the "Bond Resolution") adopted by the Board of Directors of the District (the "Board"), and an order of the Texas Commission on Environmental Quality (the "TCEQ").

This Official Statement includes descriptions, among others, of the Bonds and the Bond Resolution, and certain other information about the District and the Developer of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from Gordon Davis Johnson & Shane P.C., the District's General Counsel, 4695 North Mesa Street, El Paso, Texas 79912 upon payment of the costs of duplication therefor.

RISK FACTORS

General

The Bonds, which are obligations of the District and not obligations of the State of Texas (the "State"), El Paso County (the "County"), the City of El Paso (the "City"), or any other political entity other than the District, will be secured by a continuing, direct, annual ad valorem tax levied, without legal limitation as to rate or amount, on all taxable property within the District. The ultimate security for payment of the principal of and interest on the Bonds depends on the ability of the District to collect from the property owners within the District all taxes levied against the property or, in the event of foreclosure, on the value of the taxable property with respect to taxes levied by the District and by other taxing authorities. See "THE BONDS – Source of and Security for Payment." The collection by the District of delinquent taxes owed to it and the enforcement by the Registered Owners of the District's obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of taxable property within the District will accumulate or maintain taxable values sufficient to justify continued payment of taxes by property owners or that there will be a market for the property in the District or that owners of the property in the District will have the ability to pay taxes. See "Registered Owners' Remedies and Bankruptcy Limitations" below.

Factors Affecting Taxable Values and Tax Payments

Economic Factors and Interest Rates: A substantial percentage of the taxable value of the District results from the current market value of single-family residences, undeveloped land and developed lots which are currently being marketed by the Developer (as defined herein) to builders for the construction of primary residences. The market value of such homes and lots is related to general economic conditions affecting the demand for residences. Demand for lots of this type and the construction of residential dwellings thereon can be significantly affected by factors such as interest rates, credit availability (see "*Credit Markets and Liquidity in the Financial Markets*" below), construction costs, energy availability and the prosperity and demographic characteristics of the urban center toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values. See "THE DISTRICT – Status of Development."

Future development and construction in the District are highly dependent on the availability of financing. Lenders generally have become more selective in making real estate loans throughout the nation, including in Texas. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds to potential home builders and home purchasers.

Credit Markets and Liquidity in the Financial Markets: Interest rates and the availability of mortgage and development funding have a direct impact on the construction activity, particularly short-term interest rates at which Developer are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, the District is unable to assess the future availability of such funds for continued construction within the District. In addition, since the District is located approximately 15 miles east of the central downtown business district of the City, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the El Paso metropolitan and regional economies and national credit and financial markets. A downturn in the economic conditions in the El Paso area and/or decline in the nation's real estate and financial markets could continue to adversely affect development and home- building plans in the District and restrain the growth of the District's property tax base.

Competition: The demand for and construction of single-family homes in the District, which is 15 miles east from downtown El Paso, could be affected by competition from other residential developments, including other residential developments located in the northwestern, northeastern and far eastern portion of the El Paso area market. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the builders in the sale of single-family residential homes within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District and tax revenues to be received by the District. The District can give no assurance that building and marketing programs in the District by the Developer will be implemented or, if implemented, will be successful.

Landowner Obligation to the District: There are no commitments from or obligations of any developer or any landowner to the District to proceed at any particular rate or according to any specified plan with the construction of improvements in the District, and there is no restriction on any landowner's right to sell its land. Failure to construct taxable improvements on developed lots or developed tracts of land would restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds, taxable property within the District will increase or maintain its taxable value.

Dependence on Principal Taxpayers: The ability of any principal taxpayer to make full and timely payments of taxes levied against its property by the District and similar taxing authorities will directly affect the District's ability to meet its debt service obligations. If, for any reason, any one or more principal taxpayers do not pay taxes due or do not pay in a timely manner, the District may need to levy additional taxes or use other funds available for debt service purposes. However, the District has not covenanted in the Bond Resolution, nor is it required by State law, to maintain any particular balance in its Debt Service Fund or any other funds to allow for any such delinquencies. Therefore, failure by one or more principal taxpayers to pay their taxes on a timely basis in amounts in excess of the District's available funds could have a material adverse effect upon the District's ability to pay debt service on the Bonds on a current basis. See "TAX DATA – Principal Taxpayers."

Impact on District Tax Rates: Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of District property owners to pay their taxes. The 2025 Certified Assessed Valuation of the District (the "2025 Certified Assessed Valuation") (see "SELECTED FINANCIAL INFORMATION") is $150,045,862. After issuance of the Bonds, the projected maximum annual debt service (the "Projected Maximum Annual Debt Service") requirement will be $834,988 (2049) and the projected average annual debt service (the "Projected Average Annual Debt Service") requirement will be $727,601 (2026-2050). Assuming no increase or decrease from the 2025 Certified Assessed Valuation and no use of funds other than tax collections, a tax rate of $0.5678 per $100 assessed valuation at a 98% collection rate would be necessary to pay the Projected Maximum Annual Debt Service requirement of $834,988 and a tax rate of $0.4948 per $100 assessed valuation at a 98% collection rate would be necessary to pay the Projected Average Annual Debt Service requirement of $727,601 (see "SELECTED FINANCIAL INFORMATION" and "TAX DATA – Projected Tax Adequacy for Debt Service"). The preceding information relating to tax rates and collections is calculated based on the 2025 Certified Assessed Valuation for the District. Such calculated rates may be higher than tax rates presently being levied in utility districts in the general vicinity of the District. Although calculations have been made regarding average and maximum tax rates necessary to pay the debt service on the Bonds based upon the 2025 Certified Assessed Valuation, the District can make no representations regarding thefuture level of assessed valuation within the District. Increases in the tax rate may be required in the event the District's assessed valuation does not continue to increase or in the event major taxpayers do not pay their District taxes timely. Increases in taxable values depend primarily on the continuing construction and sale of homes and other taxable improvements within the District. See"TAX PROCEDURES," "FINANCIAL STATEMENT," and "TAX DATA – Tax Adequacy for Debt Service."

District Operations and Contract Tax

The Master District Contract (as defined below) between the District and the Paseo del Este Municipal Utility District No. 1 (the "Master District") provides that, as partial consideration for the District allowing the Master District to provide retail water and wastewater service to retail customers inside the District's boundaries, the Master District will pay the District's administrative expenses to manage the District pursuant to a budget process outlined below. The Master District Contracts between the other Paseo del Este Municipal Utility District Nos. 2, 3, 5, 6, 7, 8, 9, 10 and 11 (the "Participant Districts"), and the Master District have similar provisions regarding those other Participant Districts. The Master District Contract provides that the District will submit annually a budget for its administrative expenses to the Master District for review and approval by the Master District. Once approved, all such expenses will be paid by the Master District. The District's budget must be approved by the Master District if it is no more than 10% higher than the average of the annual budgets of the Participant Districts Nos. 2-11. To date, the District's annual budgets have all been approved by the Master District.

The Master District Contract also provides that the Master District will pay its own operation and administrative expenses and the approved administrative expenses of the Participant Districts from the revenues from the Master District's water and wastewater system. If the Master District's water and wastewater system revenues are insufficient to pay all of those costs, the resulting deficit will be paid by all Participant Districts (including the Master District) from the proceeds of an annual ad valorem contract tax levied by each Participant District on all taxable property within its boundaries in an amount sufficient to pay each Participant District's pro rata share of the deficit. A Participant District's pro rata share of the deficit each year is determined by multiplying the deficit by a fraction, the numerator of which is the Participant District's taxable assessed valuation for the year and the denominator of

which is the total of the taxable assessed valuations in all the Participant Districts (including the Master District). See "THE SYSTEM - The Master District Contract."

For the 2026 fiscal year, the District paid its pro rata share of the Master District's budgeted operating deficit from the $0.29/$100 assessed value contract tax levied by the District on September 12, 2025. The District has levied a contract tax of $0.29/$100 assessed value for Tax Year 2025. The Master District issued its first series of unlimited contract tax revenue bonds in the aggregate principal amount of $6,255,000. The District will be obligated to pay its pro rata share of the debt service on such contract tax revenue bonds from its contract tax. See "TAX DATA – Contract Tax."

Future Debt

At an election held May 10, 2014, the District authorized the issuance of up to $30,000,000 of unlimited tax debt. The District reserves in the Bond Resolution the right to issue the remaining $18,315,000 principal amount of unlimited tax debt authorized but unissued after the issuance of the Bonds for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and the District may issue additional bonds which may be voted hereafter. The District may also issue revenue bonds and refunding bonds. See "THE BONDS–- Issuance of Additional Debt" and "THE SYSTEM – Future Debt." The issuance of such future obligations may dilute and adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Board of the District, the Attorney General of Texas and, with respect to bonds for water, sewer and drainage improvements, the TCEQ. After sale of the Bonds and reimbursement to the Developer of a portion of the proceeds therefrom, the District will still owe not less than approximately $210,000 to the Developer for the costs of facilities for which the Developer has not yet been reimbursed. The District expects to sell additional bonds to reimburse the Developer for such costs. See "THE SYSTEM – Future Debt," "THE BONDS – Issuance of Additional Debt," and "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED."

Environmental Regulation

Wastewater treatment and water supply facilities are subject to stringent and complex environmental laws and regulations. The Master District currently receives wholesale water and wastewater services from the El Paso Water Utilities Public Service Board ("EPWU") for the areas within the Participant Districts. Facilities must comply with environmental laws at the federal, state, and local levels. These laws and regulations can restrict or prohibit certain activities that affect the environment in many ways such as:

- Requiring permits for construction and operation of water supply wells and wastewater treatment facilities;
- Restricting the manner in which wastes are released into the air, water, or soils;
- Restricting or regulating the use of wetlands or other property;
- Requiring action to prevent or mitigate pollution; and
- Imposing substantial liabilities for pollution resulting from facility operations.

Compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Sanctions against a municipal utility district or other type of district ("Utility Districts") for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements, and injunctive relief as to future compliance of and the ability to operate the Utility District's water supply, wastewater treatment, and drainage facilities. Environmental laws and regulations can also impact an area's ability to grow and develop. It should be noted that changes in environmental laws and regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Tax Collection Limitations

The District's ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under State law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by (i) cumbersome, time-consuming and expensive collection procedures, (ii) a bankruptcy court's stay of tax collection procedures against a taxpayer, or (iii) market conditions affecting the marketability of taxable property within the District and limiting the proceeds from a foreclosure sale of such property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. The costs of collecting any such taxpayer's delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See "TAX PROCEDURES–- District's Rights in the Event of Tax Delinquencies."

Registered Owners' Remedies and Bankruptcy Limitations

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Resolution, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution, the Registered Owners have the statutory right of a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages, so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution may not be reduced to a judgment for money damages. If such a judgment against the District were obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

The enforceability of the rights and remedies of Registered Owners may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. State law requires municipal utility districts such as the District to obtain the approval of the TCEQ as a condition to seeking relief under Chapter 9 of the Federal Bankruptcy Code.

If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect Registered Owners by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating the collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the Registered Owners' claims against a district.

A district such as the District may not be forced into bankruptcy involuntarily.

Continuing Compliance with Certain Covenants

The Bond Resolution contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Resolution on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "TAX EXEMPTION–- Opinion."

Marketability

The District has no agreement with the Initial Purchaser (as defined herein) regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market. Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that any such secondary market would not be disrupted by other economic events.

The failure by the District to comply with its agreement to provide the information and notices required by Rule 15c(2)-12 of the Securities and Exchange Commission ("Rule 15c2-12") could possibly inhibit the sale of the Bonds in the secondary market. See "CONTINUING DISCLOSURE OF INFORMATION."

The Effect of FIRREA on Tax Collections of the District

The Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA") contains certain provisions which affect the time for protesting property valuations, the fixing of tax liens and the collection of penalties and interest on delinquent taxes on real property owned by the Federal Deposit Insurance Corporation ("FDIC") when the FDIC is acting as the conservator or receiver of an insolvent financial institution.

Under FIRREA, real property held by the FDIC is still subject to ad valorem taxation, but such act states that (i) no real property of the FDIC shall be subject to foreclosure or sale without the consent of the FDIC and no involuntary liens shall attach to such property, (ii) the FDIC shall not be liable for any penalties, interest, or fines, including those arising from the failure to pay any real or personal property tax when due, and (iii) notwithstanding failure of a person to challenge an appraisal in accordance with State law, such value shall be determined as of the period for which such tax is imposed.

To the extent that the FDIC attempts to enforce the same, these provisions may affect the timeliness of collection of taxes on property, if any, owned by the FDIC in the District and may prevent the collection of penalties and interest on such taxes or may affect the valuation of such property.

Changes in Tax Legislation

Certain tax legislation, whether currently proposed or proposed in the future, may directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, may also affect the value and liquidity of the Bonds. Prospective purchasers of the Bonds should consult with their own tax advisors with respect to any proposed, pending or future legislation.

THE BONDS

General

Following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Resolution of the Board authorizing the issuance and sale of the Bonds. The Bond Resolution authorizes the issuance and sale of the Bonds and prescribes the terms, conditions, and provisions for the payment of the principal of and interest on the Bonds by the District.

The Bonds will be dated December 15, 2025, and will accrue interest from the date of initial delivery of the Bonds (expected to be December 16, 2025). Interest is payable on each February 15 and August 15 commencing February 15, 2026, until the earlier of maturity or prior redemption. The Bonds mature on August 15 in the amounts and years shown on the cover page of this Official Statement. Interest calculations are based on a 360-day year comprised of twelve 30-day months. The Bonds will be issued only in fully registered form in denominations of $5,000 each or integral multiples thereof.

Authority for Issuance

At a bond election held within the District on May 10, 2014, the voters of the District authorized the issuance of a total of $30,000,000 principal amount of unlimited tax bonds for water, wastewater and drainage facilities. See "Issuance of Additional Debt" below and "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED." The Bonds are the second issuance of debt by the District. The TCEQ has authorized the District to sell the Bonds for the purposes described in "THE SYSTEM–- Use and Distribution of Bond Proceeds."

The Bonds are issued by the District pursuant to the terms and provisions of the Bond Resolution, an Order of the TCEQ, Article XVI, Section 59 of the Texas Constitution, the Act and Chapters 49 and 54 of the Texas Water Code, as amended.

Source of and Security for Payment

While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the District covenants in the Bond Resolution to levy an annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds, with full allowance being made for delinquencies and costs of collection.

The Bonds are obligations of the District and are not the obligations of the State, the County, the City or any entity other than the District.

Record Date

The record date for the interest payable on the Bonds on any interest payment date means the close of business on the last day of the preceding month whether or not a business day.

Funds

In the Bond Resolution, the Debt Service Fund is created, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by the Bond Resolution shall be deposited, as collected, in such fund.

Proceeds from sale of the Bonds, including interest earnings thereon, shall be deposited into the Capital Projects Fund, to pay the costs of acquiring or constructing Internal Facilities (as defined herein) or the District's pro rata share of capacity in Regional Facilities (as defined herein), for paying the District's pro rata share of creation and administrative costs of all Participant Districts and for paying the costs of issuing the Bonds. See "THE SYSTEM–- Use and Distribution of Bond Proceeds" for a more complete description of the use of Bond proceeds.

No Arbitrage

The District will certify as of the date the Bonds are delivered and paid for that, based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. Furthermore, all officers, employees, and agents of the District have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District as of the date the Bonds are delivered and paid for. In particular, all or any officers of the District are authorized to certify to the facts and circumstances and reasonable expectations of the District on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the District covenants in the Bond Resolution that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds of the Bonds, and take such other and further actions and follow such procedures, including, without limitation, calculating the yield on the Bonds, as may be required so that the Bonds shall not become "arbitrage bonds" under the Code and the regulations prescribed from time to time thereunder.

Redemption Provisions

Optional Redemption: The District reserves the right, at its option, to redeem Bonds having stated maturities on and after August 15, 20__, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on August 15, 20__, or any date thereafter, at the par value thereof plus accrued thereon to the date fixed for redemption.

If fewer than all of the Bonds are redeemed at any time, the particular maturities of Bonds to be redeemed shall be selected by the District. If less than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary method of selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Mandatory Sinking Fund Redemption: In the event the Bonds are structured as "term" bonds, such term bonds will be subject to mandatory sinking fund redemption in accordance with the applicable provisions of the Bond Resolution and will be described in the final Official Statement.

Notice of Redemption: Notice of any optional redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for optional redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the register. Such notices shall state the redemption date, the redemption price, and the place at which the Bonds are to be surrendered for payment and, if fewer than all the Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or the portions thereof to be redeemed. Any notice given shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Paying Agent/Registrar

The Board has appointed BOKF, NA, Dallas, Texas, as the initial Paying Agent/Registrar (the "Paying Agent/Registrar") for the Bonds. The principal of and interest on the Bonds shall be paid to DTC, which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "BOOK-ENTRY-ONLY SYSTEM."

Registration and Transfer

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Bond Resolution. While the Bonds are in the Book-Entry-Only System, the Bonds will be registered in the name of Cede & Co. and will not be transferred. See "BOOK-ENTRY-ONLY SYSTEM."

Replacement of Paying Agent/Registrar

Provision is made in the Bond Resolution for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a national or state banking institution, a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by federal or state authority, to act as Paying Agent/Registrar for the Bonds.

Issuance of Additional Debt

The District may issue additional bonds, with the approval of the TCEQ in the case of bonds issued for water, sewer and drainage purposes, necessary to provide and maintain improvements and facilities consistent with the purposes for which the District was created. After issuance of the Bonds, the District will have $18,315,000 of unlimited tax bonds authorized but unissued for water, sanitary sewer and drainage purposes. The Bond Resolution imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District's voters or the amount of bonds ultimately issued by the District. See "THE SYSTEM - Future Debt" and "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED."

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District may issue bonds and other forms of indebtedness to purchase or construct such facilities or acquire contract rights therefor. The District is also empowered to establish, operate, and maintain fire-fighting facilities, independently or with one or more conservation and reclamation districts after approval by the City, the TCEQ and the voters of the District.

Annexation by the City of El Paso

The District lies wholly within the extraterritorial jurisdiction of the City, and may be annexed by the City in accordance with existing State law. Under prior State law, a municipality could annex and dissolve a municipal utility district located within its extraterritorial jurisdiction without consent of the district or its residents. Under House Bill 347 approved duringthe 86th Regular Legislative Session ("HB 34"), (a) a municipality may annex a district with a population of less than 200 residents only if: (i) the municipality obtains consent to annex the area through a petition signed by more than 50% of the registered voters of the district, and (ii) if the registered voters in the area to be annexed do not own more than 50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation; and (b) a municipality may annex a district with a population of 200 residents or more only if: (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than50% of the land in the area, a petition has been signed by more than 50% of the landowners consenting to the annexation. Notwithstanding the foregoing, a municipality may annex an area if each owner of land in the area requests the annexation. As of May 31, 2024, the District had an estimated population of 1,346, thus triggering the voter approval and/or landowner consent requirements discussed in clause (b) above. The described election and petition process does not apply, however, during the term of a strategic partnership agreement between a municipality and a district specifying the procedures for annexation of all or a portion of the District. At present, the District and the City have not entered into (and do not currently have plans to enter into) any such strategic partnership agreement.

If the District is annexed, the City must assume the District's assets and obligations (including the Bonds) and dissolve the District within ninety (90) days. Annexation of territory by the City and dissolution of the District is a policy-making matter within the discretion of the Mayor and City Council of the City, subject to HB 347, and therefore, the District makes no representation that the City will ever annex the District and assume its debt, nor does the District make any representation concerning the ability of the City to pay debt service on the District's bonds if annexation were to occur.

Remedies in Event of Default

Other than a writ of mandamus, the Bond Resolution does not provide a specific remedy for a default. If the District defaults, a Registered Owner could petition for a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the District's officials to observe and perform the covenants, obligations or conditions prescribed in the Bond Resolution. Such remedy might need to be enforced on a periodic basis. Based on recent Texas court decisions, it is unclear whether §49.066, Texas Water Code, effectively waives governmental immunity of a municipal utility district for suits for money damages. Even if a judgment against the District for money damages could be obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforcement of a claim for payment on the Bonds would be subject to the applicable provisions of the federal bankruptcy laws, any other similar laws affecting the rights of creditors of political subdivisions, and general principles of equity which permit the exercise of judicial discretion. Certain traditional legal remedies also may not be available. See "RISK FACTORS–- Registered Owners' Remedies and Bankruptcy Limitations."

Legal Investment and Eligibility to Secure Public Funds in Texas

Pursuant to Section 49.186, Texas Water Code, the Bonds, whether rated or unrated, are (a) legal investments for banks, savings banks, trust companies, building and loan associations, savings and loan associations, insurance companies, fiduciaries, and trustees and (b) legal investments for the public funds of cities, towns, villages, school districts, and other political subdivisions or public agencies of the State. The Bonds are also eligible under the Public Funds Collateral Act, Chapter 2257, Texas Government Code,

to secure deposits of public funds of the State or any political subdivision or public agency of the State and are lawful and sufficient security for those deposits to the extent of their market value. Most political subdivisions in the State are required to adopt investment guidelines under the Public Funds Investment Act, Chapter 2256, Texas Government Code, and such political subdivisions may impose other, more stringent requirements in order for the Bonds to be legal investments for such entity's funds or to be eligible to serve as collateral for their funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment purposes. No representation is made concerning other laws, rules, regulations, or investment criteria which might apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

Defeasance

The Bond Resolution provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest and redemption price thereon in any manner permitted by law. Under current State law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any placeof payment (paying agent) of the Bonds or other obligations of the District payable from revenues or from ad valorem taxes or both, or with a commercial bank or trust company designated in the proceedings authorizing such discharge, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct obligations of the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and whichmature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in the future in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds.

(The remainder of this page intentionally left blank)

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, ("DTC") while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District and the Financial Advisor believe the source of such information to be reliable, but neither of the District nor the Financial Advisor takes any responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange. Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of: "AA+" from S&P Global Ratings, a business unit of Standard & Poor's Financial Services, LLC ("S&P"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent/Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and redemption payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, printed certificates for the Bonds are required to be printed and delivered.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Bond Resolution will be given only to DTC.

Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the District or the Financial Advisor.

BOND INSURANCE

Bond Insurance

Application for municipal bond insurance has been made by the District. Upon the determination of which entity, if any, the District will provide such insurance, information relating to the issuer of the municipal bond insurance policy applicable to the Bonds which will be set forth in the final Official Statement. The purchase of such insurance, if available and the payment of all associated costs will be at the option and expense of the Initial Purchaser. If bond insurance is purchased, purchasers of the Bonds should be aware of the risks described below.

Bond Insurance Risks

The District has applied for a bond insurance policy to guarantee the scheduled payment of principal and interest on the Bonds. The District has yet to determine whether an insurance policy will be purchased with respect to the Bonds. If an insurance policy is purchased, the following are risk factors relating to bond insurance.

In the event of default of the payment of principal or interest with respect to the Bonds when all or some becomes due, any owner of the Bond shall have a claim under the applicable Bond Insurance Policy (the "Policy") for such payments. The payment of principal and interest in connection with mandatory or optional prepayment of the Bonds by the District which is recovered by the District from the Bond owner as a voidable preference under applicable bankruptcy law is covered by the Policy, however, such payments will be made by the insurer at such time and in such amounts as would have been due absent such prepayment by the District unless the bond insurer chooses to pay such amounts at an earlier date.

Under no circumstances does default of payment of principal and interest obligate acceleration of the obligations of the bond insurer without their consent, so long as the bond insurer performs its obligations under the applicable Policy. In the event the bond insurer is unable to make payment of principal and interest as such payments become due under the Policy, the Bonds are payable solely from the revenues pledged in the Bond Resolution. In the event the bond insurer becomes obligated to make payments with respect to the Bonds, no assurance is given that such event will not adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

In the event bond insurance is purchased, the long-term rating on the Bonds, if any, will be dependent in part on the financial strength of the bond insurer and its claims paying ability. The bond insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the bond insurer or of the Bonds, if any, insured by the bond insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds.

The obligations of the bond insurer are general obligations of the bond insurer and in an event of default by the bond insurer the remedies may be limited by applicable bankruptcy law. Neither the District nor the Financial Advisor have made an independent of any potential bond insurer and no assurance or representation regarding the financial strength or projected financial strength of any potential bond insurer is given.

THE DISTRICT

General

The District is a conservation and reclamation district created by division of Paseo del Este Municipal Utility District pursuant to a division order adopted by the Original District on March 27, 2003, and operates pursuant to the Act and Chapters 49 and 54, Texas Water Code. Prior to division, Paseo del Este Municipal Utility District was created as a Conservation and Reclamation District by the Act. The District is located wholly within the extraterritorial jurisdiction of the City.

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants, and contract rights therefore, necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District may issue bonds and other forms of indebtedness to purchase or construct such facilities or contract rights therefor. The District is also empowered to establish, operate, and maintain fire-fighting facilities, independently or with one or more conservation and reclamation districts after approval by the City, the TCEQ and the voters of the District.

The TCEQ exercises continuing supervisory jurisdiction over the District. The District is required to observe certain requirements of the City which limit the purposes for which the District may sell bonds to the acquisition, construction, and improvement of waterworks, wastewater, and drainage facilities or contract rights therefor, and the refunding of outstanding debt obligations; place restrictions on the terms and provisions and conditions on the sale of the District's bonds so long as such restraints and conditions do not render the bonds unmarketable; require approval by the City of District construction plans; and permit connections only to platted lots and reserves which have been approved by the City. Construction and operation of the District's drainage system are subject to the regulatory jurisdiction of additional government agencies. See "THE SYSTEM."

The District presently contains approximately 318.342 acres of land located in the Southeast portion of the County approximately 15 miles east of the central area of the City. The District is located north of Interstate Highway 10 and east of Loop 375. Eastlake Boulevard provides access to the District. From Interstate Highway 10, exit Eastlake Boulevard and proceed north approximately 1.4 miles to the intersection of Eastlake Boulevard and Mission Ridge Boulevard, then north along Mission Ridge Boulevard and approximately one mile. See "AERIAL PHOTOGRAPH" herein.

Validation of Creation of Participant Districts

The creation of the Original District and its division into Participant District Nos. 1-9 has been validated by a final judgment of the County Court-at-Law of El Paso County, Texas. Likewise, creation of Participant District Nos. 10 and 11 has been validated by a final judgment of the District Court of El Paso County, Texas. Each of the Participant Districts, including the District, has held a confirmation, bond, refunding bond, maintenance tax and contract tax election. All such election propositions have been approved by voters of the Participant Districts, including the District.

Status of Development

The District is being developed primarily for single family residential purposes, and is within Paseo del Este. Paseo del Este is being developed primarily by Hunt Communities Group, Inc. ("Hunt"), and certain affiliates thereof, and B&G/Sunrise Joint Venture ("B&G"), and is planned to include approximately 4,300 acres of land. The land in Paseo del Este was purchased from the Texas General Land Office by Hunt and affiliates thereof and B&G in varying positions in a series of transactions between 1998 and 2020.

As of July 1, 2025 approximately 10,473 single family residential lots have been developed within Paseo del Este, and approximately 9,967 homes are completed or are in various stages of construction in Paseo del Este. Within the District there are currently 723 lots and 543 homes completed or in various stages of construction.

The development within the District includes Hillside Park at Mission Ridge Unit One; and a portion of Hillside Park at Mission Ridge Unit Two, Hillside Park at Mission Ridge Unit Three, Hillside Park at Mission Ridge Unit Four, Hillside Park at Mission Ridge Unit 5, Hillside Park Unit 6, and Painted Sky at Mission Ridge Unit 3 Subdivision.

All 222.174 acres of developable land in the District have been furnished with water, sanitary sewer and storm drainage facilities. There are 96.2 undevelopable acres within the District.

Community Facilities

Community facilities are located in the general vicinity of the District. Neighborhood shopping facilities, including supermarkets, pharmacies, cleaners, restaurants, banking facilities and other retail and service establishments are located within five miles of the District along areas adjacent to Loop 375. Fire protection for residents of the District is provided by the El Paso County Emergency Services District No. 1. Police protection is provided by the El Paso County Sheriff. Medical care for District residents is available from various facilities in the City within 15 miles of the District. The land within the District is located within the boundaries of Socorro Independent School District, and children within the District attend elementary and middle schools of Socorro Independent School District located within two (2) miles of the District.

(The remainder of this page intentionally left blank)

MANAGEMENT

Board of Directors

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. None of the Directors listed below reside within the District; however, each Director owns a small parcel of land in the District. Directors are elected by the voters within the District for four-year staggered terms. Director elections are held in May in odd numbered years. The Directors and Officers of the District are listed below:

Name	Title	Term Expires
Carlos Lascurain	President	2029
Joanne Campbell	Vice-President	2027
Irasema Gonzalez	Secretary	2027
Judith Franco	Assistant Secretary	2027
Hector Lopez	Assistant Secretary	2029

While the District does not employ any full time employees, it has contracted for certain services as follows:

Tax Assessor/Collector

Land and improvements within the District are appraised for ad valorem taxation purposes by the Appraisal District. The District's Tax Assessor/Collector is agreed upon by virtue of the interlocal agreement between the City and the District, and the District has appointed the City Tax Assessor/Collector to serve in this capacity for the District.

Operations

The District contracts with Inframark, LLC for maintenance and operation of the District's System. Inframark, LLC also serves as the operator of the Master District's System.

Bookkeeper

The District has engaged Municipal Accounts & Consulting, L.P., to serve as the District's bookkeeper.

Engineer

The consulting engineer for the District is TRE & Associates, LLC (the "Engineer").

General Counsel

The District engages Gordon Davis Johnson & Shane P.C., El Paso, Texas, ("General Counsel"). The fees payable to General Counsel are not contingent upon the issuance sale and delivery of the Bonds.

Bond Counsel

The District has engaged McCall, Parkhurst & Horton L.L.P., Austin, Texas ("Bond Counsel"). The fees payable to Bond Counsel are contingent upon the issuance, sale and delivery of the Bonds.

Disclosure Counsel

The District has engaged McCall, Parkhurst & Horton L.L.P., Austin, Texas. The fees payable to Disclosure Counsel are contingent upon the sale, issuance and delivery of the Bonds.

Financial Advisor

Hilltop Securities, Inc., El Paso, Texas and Dallas, Texas (the "Financial Advisor") serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon sale and delivery of the Bonds.

Auditor

The District's financial statements for the fiscal year ending September 30, 2024 have been audited by West, Davis & Company, LLP.

THE DEVELOPER

Role of a Developer

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other Developer or third parties. In most instances, a landowner or developer will be required by the TCEQ to pay thirty percent (30%) of the cost of placing the water distribution, wastewater collection, and storm drainage facilities in a district, exclusive of water supply and storage and wastewater treatment plants of which the district incurs one hundred percent (100%) of the cost. While a developer is required by the TCEQ to pave streets, a developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Neither the Developer (as hereinafter defined) nor any of its affiliates, is obligated to pay principal of or interest on the Bonds. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments." Furthermore, neither the Developer nor any of its affiliates has any binding commitment to the District to carry out any plan of development, and the furnishing of information relating to the proposed development by the Developer should not be interpreted as such a commitment. Prospective purchasers are encouraged to inspect the District in order to acquaint themselves with the nature of development that has occurred or is occurring within the boundaries of the District.

The Developer

Water, sewer and drainage facilities to serve specific sections within the District have been acquired or constructed by the Developer. Major water, sewer and drainage facilities and streets to serve land within the District are being developed by the Developer an affiliate of Hunt. The activities of Hunt and its affiliates include investment management, mortgage banking, direct lending, loan servicing, asset management, property management, development, construction, consulting and advisory.

Land within the District is a portion of the development known as Paseo del Este. The Master District and the Participant Districts have been formed and include approximately 4,300 acres of land in and adjacent to the District. See "THE DISTRICT - Status of Development."

The Developer is not responsible for, liable for, and has made no commitment for payment of the Bonds or other obligations of the District. The Developer may sell or otherwise dispose of its property within the District, or any other assets, at any time. See "RISK FACTORS - Factors Affecting Taxable Values and Tax Payments - Landowner Obligation to the District."

Developer Reimbursement Agreements

Each Participant District, including the District, has entered into reimbursement agreements with the Developer of the regional water and sanitary sewer facilities serving the District and the other Participant Districts, including engineering costs (the "Regional Facilities") serving all Participant Districts pursuant to which the Participant District agrees to reimburse the Developer for the Participant District's pro rata share of the costs of the Regional Facilities based on the Participant District's total ultimate estimated connections as compared to the total connections in all eleven Participant Districts. In addition, such reimbursement agreements contemplate the Participant District will reimburse the Developer for the Participant District's pro rata share of (i) the Developer costs for creation of all eleven Participant Districts and (ii) the administrative and operation advances to all eleven Participant Districts by the Developer, with each Participant District's pro rata share of such expenses based on the ratio of 1 to 11. Finally, each Participant District, including the District, has entered into reimbursement agreements with the Developer of the Internal Facilities serving the specific Participant District pursuant to which the Participant District agrees to reimburse the Developer for the Internal Facilities serving only the specific Participant District. Before such Internal Facilities are purchased by a Participant District, the developer leases them to the Master District for its use in serving the retail customers within the Participant District. After purchase of such Internal Facilities by a Participant District, the Master District will continue to lease the Internal Facilities from the Participant District.

(The remainder of this page intentionally left blank)

THE SYSTEM

Regulation

According to the Engineer, the District's water supply and distribution, wastewater collection, and storm drainage facilities (collectively, the "System") have been designed in accordance with accepted engineering practices and the then current requirements of various entities having regulatory or supervisory jurisdiction over the construction and operation of such facilities. The construction of the System was required to be accomplished in accordance with the standards and specifications of the District, the TCEQ and EPWU and is subject to inspection by each such entity. Operation of the System is conducted by the Master District; however, EPWU operates the water treatment and storage and sewer treatment facilities providing wholesale service to the Master District. The regulations and requirements of entities exercising regulatory jurisdiction over the System are subject to further development and revision which, in turn, could require additional expenditures by the District in order to achieve compliance. In particular, additional or revised requirements in the future in connection with any permit held by the EPWU for the wastewater treatment plant from which the District receives service could result in the need to construct additional facilities in the future.

The Master District Contract

The District and the remaining Participant Districts have each entered into a "Master District Contract" with the Master District to coordinate the development of the water, sanitary sewer and drainage facilities to serve the area within all eleven Participant Districts. Under the Master District Contract, the Master District will acquire, construct, own and operate the Regional Facilities to serve the area within all eleven Participant Districts; each Participant District will acquire, construct and own its Internal Facilities serving only area within it and lease the Internal Facilities to the Master District for operation; and the Master District will provide retail water and wastewater service to all retail customers in all of the Participant Districts.

Master District Facilities

Source of Water Supply: The District receives its water supply pursuant to the Paseo del Este Wholesale Potable Water Supply and Wastewater Treatment and Transportation Contract (the "Water Supply and Wastewater Agreement") between the Master District and EPWU. Pursuant to terms of the Water Supply and Wastewater Agreement, which expires in 2063, EPWU is obligated to provide wholesale water to meet the needs of the area served by the Master District, including land within the boundaries of the District. EPWU currently supplies water to the Master District facilities from its existing three million gallon elevated storage tank and 12.3 MGD booster pump station. The major components of the EPWU's system serving the Master District's water supply system will serve the anticipated 16,995 equivalent single-family connections and contractually up to 20,000 equivalent single-family connections committed to the Master District, of which 1,239 are allocated to the District. As of July 1, 2025, the Master District is serving approximately 10,643 active water connections across its entire service area, of which 738 are within the District (as a Participant District). According to the Engineer, the District's currently allocated water supply capacity (1,239 equivalent single family connections) is sufficient to serve the District at ultimate build-out.

In order to fully provide water supply to all of the Participant Districts in Paseo del Este, the Master District facilities will need to be expanded from time to time to meet the demand for such facilities.

Source of Wastewater Treatment: The District is provided wastewater treatment capacity by EPWU through the Water Supply and Wastewater Agreement. Pursuant to the terms of the Water Supply and Wastewater Agreement, EPWU is obligated to provide wholesale wastewater service to meet the needs of the area served by the Master District, including land within the boundaries of the District. The agreement expires in 2063. Wastewater flows are routed to EPWU's Bustamante plant, which has a current permitted capacity of 39 MGD. Current wastewater treatment capacity can serve the anticipated 16,995 equivalent single-family connections and contractually up to 20,000 equivalent single-family connections committed to the Master District. As of July 1, 2025, the Master District is serving approximately 10,473 active wastewater connections across its entire service area, of which 723 are within the District. The Master District currently receives wholesale water and wastewater services from the EPWU for the areas within Participant Districts. According to the Engineer, the District's currently allocated wastewater treatment capacity (1,239 single family equivalent connections) is sufficient to serve the District at ultimate build-out.

Distribution and Wastewater Collection: Water distribution facilities consist of waterlines ranging in size from 8-inch to 16-inch, generally located within the rights-of-way. These water distribution facilities supply water from the EPWU to each Participant District's internal facilities.

The current wastewater collection facilities include sanitary sewer lines ranging in size from 8-inch to 27-inch generally located within the rights-of-way of collector roads. These collection lines collect wastewater from each Participant District and transport it to an EPWU wastewater interceptor.

Drainage: The Master District will provide the Participant Districts with drainage facilities when it is determined that the facilities benefit two or more Participant Districts. These Regional Facilities will be capable of handling a 100-year storm event and will include storm sewers, drainage channels and retention ponds.

Internal Water Distribution, Wastewater Collection and Storm Drainage Facilities

Internal water distribution, wastewater collection and storm drainage facilities ("Internal Facilities") have been constructed by the District with funds advanced by the Developer to serve all development, which are single family residential subdivisions containing approximately 723 single family lots and encompassing 222.174 acres of developable land.

Use and Distribution of Bond Proceeds

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, $911,309 is estimated for construction costs, and $488,691 is estimated for non-construction costs. The actual amounts to be reimbursed by the District and the non-construction costs, including Developer Interest, will be finalized after sale of the Bonds and review by an independent auditor.

Construction Costs	District's Share
A. District Facilities	
1. Hillside Park at Mission Ridge Unit 6 Drainage, Water, and Wastewater Improvements…	$ 565,260
2. Engineering……	346,049
Total Developer Contribution Items	$ 911,309
TOTAL CONSTRUCTION COSTS (65% of BIR)	$ 911,309
Non-Construction Costs	
A. Legal Fees ……	28,000
B. Fiscal Fees ……	17,500
C. Interest	
1. Developer Interest……	282,266
D. Bond Discount ……	42,000
E. Bond Issuance Expenses……	54,025
F. Bond Application Report……	60,000
G. Attorney General Fee (0.10%)……	1,400
H. TCEQ Bond Issuance Fee (0.25%)……	3,500
TOTAL NON-CONSTRUCTION COSTS (35% of BIR)	$ 488,691
TOTAL BOND ISSUE REQUIREMENT	$ 1,400,000

In the event approved estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for uses in accordance with the rules of the TCEQ. In the event actual costs exceed previously approved estimated amounts and contingencies, additional TCEQ approval and the issuance of additional bonds may be required.

Future Debt

In addition to the costs of facilities being financed with proceeds from sale of the Bonds, the Developer has financed the engineering and construction of certain other Internal (District) Facilities and Regional Facilities. After reimbursement from sale of the Bonds, the Developer will have expended approximately $210,000 (as of July 1, 2025) for design, construction and acquisition of the District Facilities and the District's share of Regional Facilities not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be used, in part, to reimburse the Developer for the District's pro rata share of the costs of the Regional Facilities and all of the costs of the District Facilities and future costs of developing currently undeveloped land, to the extent allowed by the TCEQ.

(The remainder of this page intentionally left blank)

UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Date of Authorization	Purpose	Amount Authorized	Issued to Date	Amount Unissued
5/10/2014	Water, Sanitary Sewer and Drainage	$30,000,000	$11,685,000*	$18,315,000

* Includes the Bonds.

FINANCIAL STATEMENT

Tax Year 2025 Certified Assessed Valuation..... $150,045,862[(a)]

District Debt:
Currently Outstanding Bonds $10,005,000
The Bonds ..... $ 1,400,000

Gross Debt Outstanding (after issuance of the Bonds) $11,405,000

Ratio of Gross Debt Outstanding to 2025 Certified Assessed Valuation.....7.60% [(a)]

Approximate Area of District – 318.342 acres

(a) As certified by the El Paso Central Appraisal District (the "Appraisal District"). Represents the assessed taxable valuation within the District as of January 1, 2025. See "TAX PROCEDURES."

(The remainder of this page intentionally left blank)

Cash and Investment Balances (as of September 12, 2025)

Operating Fund	Cash and Temporary Investments	$177,491.56
Capital Projects	Cash and Temporary Investments	$57,951.00
Debt Service Fund	Cash and Temporary Investments	$646,435.53

See "SELECTED FINANCIAL INFORMATION."

ESTIMATED OVERLAPPING DEBT STATEMENT

Expenditures of the various taxing entities within the territory of the District are paid out of ad valorem taxes levied by such entities on properties within the District. Such entities are independent of the District and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax bonds ("Tax Debt") was developed from information contained in the "Texas Municipal Reports" published by the Municipal Advisory Council of Texas. Except for the amounts relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional bonds since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. The following table reflects the estimated share of the overlapping Tax Debt of the District.

Taxing Jurisdiction	Outstanding Bonds	As of	Overlapping Percent	Overlapping Amount
El Paso County	$ 272,870,669	8/31/2025	0.15%	$ 409,306
El Paso County Hospital District	535,795,000	8/31/2025	0.15%	803,693
Horizon Regional MUD	219,394,985	8/31/2025	0.07%	153,576
Socorro Independent School District	684,477,665	8/31/2025	0.48%	3,285,493

Total Estimated Overlapping Debt	$ 4,652,068
The District	$ 11,405,000 [(a)]
Total Direct and Estimated Overlapping Debt	$ 16,057,068
Ratio of Total Direct and Estimated Overlapping Debt to 2025 Assessed Valuation	10.70%

(a) Includes the Bonds.

Overlapping Tax Rates for Year 2024

Taxing Jurisdiction	2024 Tax Rate per $100 Assessed Valuation
The District	$ 0.801800 [(1)]
El Paso County	0.426323
El Paso County Emergency Services District No. 1	0.100000
El Paso Community College District	0.107786
Socorro Independent School District	1.058900
University Medical Center	0.219526
Total Overlapping Tax Rate	$ 2.714335

(1) 2025 Tax Rate.

TAX DATA

Tax Collections

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from District records. Reference is made to these records for further and more complete information.

Tax Year	Assessed Valuation	Tax Rate	Tax Levy	Current Collections		Total Collections		Fiscal Year Ending
				Amount	Percent	Amount	Percent	
2021	$ 17,946,624	0.7500	$ 134,600	$ 133,271	99.01%	$ 133,271	99.01%	9/30/2022
2022	52,956,174	0.7500	397,171	400,009	100.71%	399,926	100.69%	9/30/2023
2023	81,933,639	0.7500	614,502	608,138	98.96%	608,138	98.96%	9/30/2024
2024	107,298,594	0.7500	804,739	811,308	100.82%	812,557	100.97%	9/30/2025 [(a)]
2025	150,045,862	0.8018	1,203,068	N/A	N/A	N/A	N/A	9/30/2026

(a) Tax Collections billed on October 1. Collections are as of July 1, 2025.

Taxes are due October 1 and become delinquent if not paid before February 1 of the year following the year in which imposed. No split payments are allowed and no discounts are allowed.

Tax Rate Distribution

	2025	2024	2023	2022	2021
Debt Service	$0.4867	$0.4349	$0.4349	$0.4349	$0.0000
Contract [(a)]	0.2900	0.2900	0.2900	0.2900	0.2900
Maintenance and Operations	0.0251	0.0251	0.0251	0.0251	0.4600
Total	$0.8018	$0.7500	$0.7500	$0.7500	$0.7500

(a) See "RISK FACTORS – District Operations and Contract Tax" and "– Contract Tax" below.

Tax Rate Limitations

Debt Service: Unlimited (no legal limit as to rate or amount). Maintenance and Operations: $1.00 per $100 assessed valuation.

Debt Service Tax

The Board covenants in the Bond Resolution to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds.

Contract Tax

Under the Master District Contract, each Participant District has agreed to levy and collect a tax (the "Contract Tax") to make payments to the Master District for (i) the Participant District's pro rata share of any operating deficits incurred by the Master District and (ii) the debt service on any bonds issued by the Master District for Regional Facilities payable from the Contract Tax ("Master District Bonds"), with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts. The Master District Contract contemplates that the Master District would not issue Master District Bonds for purposes of reimbursing the Developer for the initial construction of the Regional Facilities. However, the Master District issued its first series of unlimited contract tax revenue bonds in the aggregate principal amount of $6,255,000 (for projects unrelated to Developer reimbursement). The District will be obligated to pay its pro rata share of the debt service on such contract tax revenue bonds from its contract tax. The District has approved a total tax rate of $0.8018 per $100 of assessed valuation for Tax Year 2025, as follows: $0.4867 for debt service tax, $0.2900 for contract tax and $0.0251 for maintenance and operations tax.

Maintenance Tax

The Board of Directors of the District has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements, if such maintenance tax is authorized by vote of the District's electors. On May 10, 2014, the Board was authorized to levy such a maintenance tax in an amount not to exceed $1.00 per $100 of assessed valuation. For the 2025 tax year, the Board levied a maintenance tax in the amount of $0.0251 per $100 assessed valuation. Such tax is in addition to taxes which the District is authorized to levy for paying principal and interest on the District's bonds.

Tax Exemptions

As discussed in the section titled "TAX PROCEDURES" herein, certain property in the District may be exempt from taxation by the District. The District does not exempt any percentage of the market value of any residential homesteads from taxation.

Additional Penalties

The District has contracted with a delinquent tax attorney to collect delinquent taxes. Pursuant to the contract and in accordance with the Texas Property Tax Code, the District recovers certain costs, expenses and fees associated with tax collection suits, including reasonable attorney's fees in the amount of twenty percent (20%) of the total amount of taxes, penalties, and interest due to the District.

Principal Taxpayers

The following list of principal taxpayers is based upon the 2024 tax roll, which reflects ownership as of January 1, 2024.

Name of Taxpayer	Nature of Property	2024 Taxable Assessed Valuation	% of Taxable Assessed Valuation
Hunt Mission Ridge LLC	Developer	$ 3,479,001	2.32%
EPT Bella Homes Rental LLC	Real Estate	2,173,631	0.28%
Hakes Brothers EPTX LLC	Real Estate	921,902	0.25%
JCGAR Ventures LLC	Real Estate	886,479	0.59%
LALOLANDS Inc	Real Estate	784,215	0.52%
Diamond Homes LLC	Real Estate	724,412	0.48%
Millennial Homes of El Paso LLC	Real Estate	706,452	0.47%
Horizon Desert Breeze LLC	Real Estate	652,090	0.43%
Icon Custom Home Builder LLC	Real Estate	603,181	0.40%
Villagran Jessica A & Torres Erik A	Individual	558,350	0.37%
		$ 11,489,713	6.13%

Summary of Assessed Valuation

The following summary of the District's assessed valuation is provided by the District's Tax Assessor/Collector based on information contained in the 2021-2025 tax rolls of the District. Differences in totals may vary slightly from other information herein due to differences in dates of data.

	2025	2024	2023	2022	2021
Land and Improvements	$ 176,884,638	$ 124,354,570	$ 94,833,046	$ 59,663,158	$ 18,696,624
Personal Property	47,919	14,769	26,587	44,507	-
Exemptions	(26,886,695)	(17,070,745)	(12,925,994)	(6,751,491)	(750,000)
Total Assessed Valuation	$ 150,045,862	$ 107,298,594	$ 81,933,639	$ 52,956,174	$ 17,946,624

Projected Tax Adequacy for Debt Service

Assuming (i) a tax collection rate similar to the collection rate of the District in years past, (ii) no increase or decrease in assessed valuation over the 2025 Certified Assessed Valuation, (iii) no use of available funds, and (iv) utilization of a tax rate necessary to pay the District's Projected Average Annual Debt Service requirements on the Bonds, the District expects that sufficient funds will be generated to pay both the Projected Average Annual Debt Service and Projected Maximum Annual Debt Service shown below.

Projected Average Annual Debt Service (2026-2050)	$ 727,601
Projected Maximum Annual Debt Service (2049)	$ 834,988

TAX PROCEDURES

Authority to Levy Taxes

The Board is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds, and any additional bonds payable from taxes which the District may hereafter issue (see "RISK FACTORS - Future Debt") and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Resolution to levy such a tax from year to year as described more fully herein under "THE BONDS - Source of and Security for Payment." Under State law, the Board may also levy and collect an annual ad valorem tax for the operation and maintenance of the District and its water and wastewater system and for the payment of certain contractual obligations. See "TAX DATA."

Property Tax Code and County-Wide Appraisal District

The Texas Property Tax Code (the "Property Tax Code") specifies the taxing procedures of all political subdivisions of the State, including the District. The District must also follow tax procedures found in the Texas Water Code. These statutory provisions are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State an appraisal district with the responsibility for recording and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by such appraisal district. The Appraisal District has the responsibility for appraising property for all taxing units within the County, including the District. Such appraisal values are subject to review and change by the El Paso County Appraisal Review Board (the "Appraisal Review Board").

Property Subject to Taxation by the District

General: Except for certain exemptions provided by State law, all real property, tangible personal property held or used for the production of income, mobile homes, and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District; however, no effort is expected to be made by the Appraisal District to include on a tax roll tangible or intangible personal property not devoted to commercial or industrial use. Principal categories of exempt property include, but are not limited to: property owned by the State or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; income producing tangible personal property or mineral interest with a taxable value of less than $500; certain property used for the control of air, water or land pollution; solar and wind powered energy devices; certain non-profit cemeteries, farm products owned by the producer; and certain property owned by qualified charitable, religious, veterans, youth development, fraternal organizations, designated historical sites, travel trailers, and most individually owned automobiles. Goods, wares, ores and merchandise (other than oil, gas, or petroleum products) that are acquired in or imported into the state and forwarded out of state within 175 days thereafter are also exempt. Article VIII, Section 1-a of the Texas Constitution grants a $3,000 homestead exemption for all homesteads taxed by counties for farm-to-market roads and flood control purposes. Property owned by a disabled veteran or by the spouse of certain children of a deceased disabled veteran or a veteran who died while on active duty is partially exempt to between $5,000 and $12,000 of assessed value depending upon the disability rating of the veteran. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse or a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. The surviving spouse of a member of the armed services who was killed in action is entitled to an exemption from taxation of the total appraised value of the surviving spouse's residence homestead where certain condition are met and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. Also partially exempt are residence homesteads of certain persons who are disabled or at least 65 years old, not less than $3,000 of appraised value or such higher amount as the Board or the District's voters may approve. Subject to certain conditions, the surviving spouse of a person 65 or older is entitled to an exemption for the same property in an amount equal to that which the deceased spouse wad qualified. The District's tax assessor is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District's obligation to pay tax-supported debt incurred prior to adoption of the exemption by the District. The District's tax assessor/collector is authorized by statute to disregard such exemptions for the elderly and disabled if granting the exemptions would impair the District's obligation to pay tax supported debt incurred prior to adoption of the exemptions by the District. See "TAX DATA."

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State to exempt up to twenty percent (20%) (not less than $5,000) of the appraised value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted before July 1. The District has not adopted a general residential homestead exemption. See "TAX DATA."

Freeport Goods Exemption: Freeport goods are goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas and other petroleum products, which have been acquired or brought into the state for assembling, storing, manufacturing, repair, maintenance, processing or fabricating purposes, or used to repair or maintain aircraft of a certified air carrier, and shipped out of the state within one hundred seventy-five (175) days. Freeport goods are exempt from taxation by the District.

Goods-in-Transit Exemptions: A "Goods-in-Transit Exemption" may apply to certain tangible personal property that is acquired in or imported into Texas for assembling, storing, manufacturing or fabrication purposes which is destined to be forwarded to another location in Texas not later than 175 days after acquisition or importation, so long as the location where said goods are detained is not directly or indirectly owned by the owner of the goods. The District has not taken action to allow taxation of goods-in-transit, and accordingly, the exemption is available within the District. However, the District may determine in the future to take action to tax exempt goods-in-transit personal property. A taxpayer may not claim both a Freeport Goods Exemption and a Goods-in-Transit Exemption on the same property.

Tax Abatement

The County may designate all or part of the area within the District as a reinvestment zone. Thereafter, the County, Socorro Independent School District, the District, and, if the District is annexed and dissolved, the City, at the option and discretion of each entity, may enter into tax abatement agreements with owners of property within the zone. Prior to entering into a tax abatement agreement, each entity must adopt guidelines and criteria for establishing tax abatement, which each entity will follow in granting tax abatement to owners of property. The tax abatement agreements may exempt from ad valorem taxation by each of the applicable taxing jurisdictions, including the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with the terms of the tax abatement. Each taxing jurisdiction has discretion to determine terms for its tax abatement agreements without regard to the terms approved by the other taxing jurisdictions.

Temporary Exemption for Qualified Property Damaged by a Disaster

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the governor of the State of Texas. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the District, adopting its tax rate for the tax year. A taxing unit, such as the District, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established under the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

Valuation of Property for Taxation

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Generally, assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code. In determining market value, either the replacement cost or the income or the market data method of valuation may be used, whichever is appropriate. Nevertheless, certain land may be appraised at less than market value under the Property Tax Code. Increases in the appraised value of residence homesteads are limited by the Texas Constitution to 10 percent annually regardless of the market value of the property.

The Property Tax Code permits land designated for agricultural use, open space or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its market value. Substantially all of the undeveloped land in the District is valued based on agricultural use. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use, open space or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three (3) years for agricultural use and taxes for the previous five (5) years for open space land and timberland.

The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraisal values. The plan must provide for appraisal of all real property in the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis. The District, however, at its expense has the right to obtain from the Appraisal District a current estimate of appraised values within the District or an estimate of any new property or improvements within the District. While such current estimate of appraised values may serve to indicate the rate and extent of growth of taxable values within the District, it cannot be used for establishing a tax rate within the District until such time as the Appraisal District chooses formally to include such values on its appraisal roll.

District and Taxpayer Remedies

Under certain circumstances taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

Rollback of Operation and Maintenance Tax Rate

During the 86th Regular Legislative Session, Senate Bill 2 ("SB 2") was passed and signed by the Governor, with an effective date (as to those provisions discussed herein) of January 1, 2020, and the provisions described herein are effective beginning with the 2020 tax year. See "SELECTED FINANCIAL INFORMATION" for a description of the District's current total tax rate. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below.

SB 2 classifies municipal utility districts differently based on their current operation and maintenance tax rate or on the percentage of projected build-out that a district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per $100 of taxable value are classified herein as "Special Taxing Units." Districts that have financed, completed, and issued bonds to pay for all land, improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate pursuant to SB 2 is described for each classification below.

Special Taxing Units

Special Taxing Units that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Special Taxing Unit is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions, plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Special Taxing Unit and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Special Taxing Units.

Developing Districts

Districts that do not meet the classification of a Special Taxing Unit or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

The District

A determination as to a district's status as a Special Taxing Unit, Developed District or Developing District will be made by the Board of Directors on an annual basis. The District has been classified as a Developed District. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation.

Levy and Collection of Taxes

The District is responsible for the levy and, unless it elects to transfer such functions to another governmental entity, collection of its taxes. By September 1 of each year, or as soon thereafter as practicable, the rate of taxation is set by the Board of Directors based upon: a) the valuation of property within the District as of the preceding January 1, and b) the amount required to be raised for debt service, maintenance purposes and authorized contractual obligations. Taxes are due October 1, or when billed, whichever comes later, and become delinquent if not paid before February 1 of the year following the year in which imposed. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%)for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. For those taxes billed at a later date and that become delinquent on or after June 1, they will also incur an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. The delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code makes provisions for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances which, at the option of the District, may be rejected.

The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State and each local taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of such other taxing units (see "ESTIMATED OVERLAPPING DEBT STATEMENT - Overlapping Tax Rates for Year 2024"). A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the cost of suit and sale, by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights (a taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser's deed issued at the foreclosure sale is filed in the county records) or by bankruptcy proceedings which restrict the collection of taxpayer debts. The District's ability to foreclose its tax lien or collect penalties or interest on delinquent taxes may be limited on property owned by a financial institution which is under receivership or conservatorship by the FDIC. See "RISK FACTORS – The Effect of FIRREA on Tax Collections of the District."

2025 Legislative Session

The 89th Regular Legislative Session convened on January 14, 2025, and concluded on June 2, 2025. The Texas Legislature meets in regular session in odd numbered years for 140 days. When the Texas Legislature is not in session, the Governor of Texas (the "Governor") may call one or more special sessions, at the Governor's discretion, each lasting no more than 30 days, and for which the Governor sets the agenda. During this time, the Texas Legislature may enact laws that materially change current law as it relates to the District. On August 15, 2025, the Governor called the Second Special Session to begin on August 15, 2025. The District can make no representation regarding any actions the Texas Legislature may take or the effect of such actions.

GENERAL FUND OPERATIONS

General

The Bonds are payable from the levy of an ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District. Surplus revenues, if any, of the District's general fund are not pledged to the payment of the Bonds but are available for any lawful purpose including payment of debt service on the Bonds, at the discretion and upon action of the Board. It is not expected that significant net revenue, if any, will be available for payment of debt service on the Bonds.

Contract Tax

Under the Master District Contract, each Participant District has agreed to levy and collect the Contract Tax to make payments to the Master District for (i) the Participant District's pro rata share of any operating deficits incurred by the Master District and (ii) the debt service on any Master District Bonds, with the Participant District's pro rata share based on the Participant District's total taxable assessed valuation as compared to the total taxable assessed valuation in all eleven Participant Districts. However, the Master District Contract contemplates that the Master District would not issue Master District Bonds for purposes of reimbursing the Developer for the initial construction of the Regional Facilities. Thus, for the foreseeable future, the District contemplates levying a Contract Tax only for its pro rata share of the operating deficits of the Master District. The District approved the following tax rates and levied such rates as final at its September 12, 2025 Board meeting: $0.8018 per $100 of Assessed Valuation for Tax Year 2025, as follows: $0.4867 for debt service tax, $0.2900 for contract tax and $0.0251 for maintenance tax.

District Operation and Maintenance Expense

Because the Master District provides retail water and sanitary sewer service to all customers in the area within all eleven Participant Districts, including the District, the District does not expect to incur significant operating expenses; rather it expects to mainly incur administrative expenses. The Master District Contract provides that the Master District will pay each Participant District's ordinary administrative expenses, including the District's, if approved by the Master District as part of an annual budget. The Master District Contract provides an annual budget process where each Participant District submits its budget for approval by the Master District. So long as a Participant District's expenses are no more than ten percent higher than the average of the budgets for Participant Districts Nos. 2-11, the budget must be approved by the Master District. In addition, the District may levy its own maintenance tax to pay such expenses. However, because the Master District provides retail water and sanitary sewer service to all customers in the

area within all eleven Participant Districts, including the District, the District does not expect to have any revenues from water and sanitary sewer operations to pay its operation and expenses.

No Water and Sanitary Sewer Revenues

Because the Master District provides retail water and sanitary sewer service to all customers in the area within all eleven Participant Districts, including the District, the District does not expect to have any revenues from water and sanitary sewer operations to pay its operation and maintenance expenses.

Operating Statement

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. Such summary is based upon information obtained from the District's audited financial statements and the District's bookkeeping records. Reference is made to such statements and records for further and more complete information.

	Fiscal Year Ended September 30,				
	2024	**2023**	**2022**	**2021**	**2020**
Revenues:					
Transfer From Master District	$108,974	$ 83,978	$ 66,905	$ 59,507	$ 59,121
Property Taxes	20,507	13,336	81,739	16,250	9,632
Contract Taxes	236,931	154,638	51,531	10,245	6,072
Interest	6,710	4,862	535	11	157
Total Revenues	$373,122	$256,814	$ 200,710	$ 86,013	$ 74,982
Expenditures:					
Tax Transfer to Master District	$236,931	$154,638	$ 51,531	$ 10,245	$ 6,072
Legal Fees	15,106	14,203	15,594	14,771	13,592
Audit Fees	5,500	5,500	4,000	4,000	-
Accounting Fees	45,089	31,763	21,843	19,457	19,432
Engineering Fees	4,547	3,928	3,289	2,605	4,876
Management Fees	10,840	10,324	9,910	9,287	8,918
Fiscal Agent Fees	1,500	1,500	-	-	-
Director Salaries and Payroll Taxes	11,895	7,589	5,652	5,813	7,266
Insurance	1,533	949	948	885	1,479
Tax Assessor/Collector	10,184	6,351	2,263	493	186
Printing and Office Supplies	607	638	559	328	562
Postage and Delivery	142	243	116	265	298
Legal Notices	1,360	1,360	1,510	1,040	1,457
Travel	2,171	1,130	1,221	563	1,055
Total Expenditures	$347,405	$240,116	$ 118,436	$ 69,752	$ 65,193
Transfer (to) Other Funds	(2,163)	-	-	-	-
Change in Net Position	$ 23,554	$ 16,698	$ 82,274	$ 16,261	$ 9,789
Fund Balance/Net Position - Beginning	141,048	124,350	42,076	25,815	16,026
Fund Balance/Net Position - Ending	$164,602	$141,048	$ 124,350	$ 42,076	$ 25,815

PRO-FORMA DEBT SERVICE REQUIREMENTS

Fiscal Year Ending, 30-Sep	Outstanding Debt Service	The Bonds [1]			Total Debt Service
		Principal	Interest	Total	
2025	669,399	-	-	-	669,399
2026	718,726	-	48,796	48,796	767,522
2027	717,145	30,000	73,500	103,500	820,645
2028	715,089	30,000	71,925	101,925	817,014
2029	712,476	35,000	70,350	105,350	817,826
2030	714,220	35,000	68,513	103,513	817,733
2031	710,014	35,000	66,675	101,675	811,689
2032	710,320	40,000	64,838	104,838	815,158
2033	709,645	40,000	62,738	102,738	812,383
2034	707,995	45,000	60,638	105,638	813,633
2035	707,489	45,000	58,275	103,275	810,764
2036	711,073	50,000	55,913	105,913	816,985
2037	708,784	50,000	53,288	103,288	812,071
2038	710,555	55,000	50,663	105,663	816,218
2039	711,375	55,000	47,775	102,775	814,150
2040	711,131	60,000	44,888	104,888	816,019
2041	714,863	60,000	41,738	101,738	816,600
2042	716,819	65,000	38,588	103,588	820,406
2043	717,544	70,000	35,175	105,175	822,719
2044	717,013	75,000	31,500	106,500	823,513
2045	720,250	75,000	27,563	102,563	822,813
2046	721,981	80,000	23,625	103,625	825,606
2047	722,000	85,000	19,425	104,425	826,425
2048	720,344	90,000	14,963	104,963	825,306
2049	729,750	95,000	10,238	105,238	834,988
2050	-	100,000	5,250	105,250	105,250
Total	$ 17,825,998	$ 1,400,000	$ 1,146,833	$ 2,546,833	$ 20,372,831

(1) Preliminary, subject to change. Interest on the Bonds calculated at a rate of 5.25% for purposes of illustration only.

(The remainder of this page intentionally left blank)

LEGAL MATTERS

Legal Proceedings

Issuance of the Bonds is subject to the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax levied, without legal limit as to rate or amount, upon all taxable property within the District. Issuance of the Bonds is also subject to the legal opinion of Bond Counsel, based upon examination of a transcript of the proceedings incident to authorization and issuance of the Bonds, to the effect that the Bonds are valid and binding obligations of the District payable from the sources and enforceable in accordance with the terms and conditions described therein, except to the extent that the enforceability thereof may be affected by governmental immunity, bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights or the exercise of judicial discretion in accordance with general principles of equity. Bond Counsel's legal opinionwill also address the matters described below under "TAX EXEMPTION." Such opinions will express no opinion with respect to the sufficiency of the security for or the marketability of the Bonds. In connection with the issuance of the Bonds, Bond Counsel has been engaged by, and only represents, the District.

The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of Bonds actually issued, sold and delivered, and therefore, such fees are contingent upon the sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Bond Counsel has reviewed the information appearing in this Official Statement under "THE BONDS," "THE DISTRICT – General" (excluding the last paragraph thereof), "MANAGEMENT – Bond Counsel," "TAX PROCEDURES," "LEGAL MATTERS – Legal Proceedings" (insofar as such section relates to the legal opinion of Bond Counsel), "TAX EXEMPTION" (insofar as such section relates to the legal opinion of Bond Counsel) and "CONTINUING DISCLOSURE OF INFORMATION" (except under the subheading "Compliance with Prior Undertakings") solely to determine if such information, insofar as it relates to matters of law, is true and correct, and whether such information fairly summarizes the provisions of the documents referred to therein. Bond Counsel has not, however, independently verified any of the factual information contained in this Official Statement nor has it conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon Bond Counsel's limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of any information contained herein.

No Material Adverse Change

The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the District from that set forth or contemplated in the Preliminary Official Statement as amended or supplemented through the date of sale.

No-Litigation Certificate

The District will furnish the Initial Purchaser a certificate, executed by both the President and Secretary of the Board, and dated as of the date of delivery of the Bonds, to the effect that no litigation of any nature is pending, or to its knowledge threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the levy, assessment and collection of ad valorem taxes to pay the interest or the principal of the Bonds; in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds; or affecting the validity of the Bonds or the title of the present officers of the District.

(The remainder of this page intentionally left blank)

TAX EXEMPTION

Opinion

On the date of initial delivery of the Bonds, Bond Counsel will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under section 57(a)(5) of the Code. Except as stated above, Bond Counsel to the District will express no opinion as to any other federal, state or local tax consequences of the purchase, ownership or disposition of the Bonds. See "APPENDIX B – Form of Bond Counsel's Opinion."

In rendering its opinion, Bond Counsel to the District will rely upon (a) the District's federal tax certificate and (b) covenants of the District with respect to arbitrage, the application of the proceeds to be received from the issuance and sale of the Bonds and certain other matters. Failure of the District to comply with these representations or covenants could cause the interest on the Bonds to become includable in gross income retroactively to the date of issuance of the Bonds.

The Code and the regulations promulgated thereunder contain a number of requirements that must be satisfied subsequent to the issuance of the Bonds in order for interest on the Bonds to be, and to remain, excludable from gross income for federal income tax purposes. Failure to comply with such requirements may cause interest on the Bonds to be included in gross income retroactively to the date of issuance of the Bonds. The opinion of Bond Counsel is conditioned on compliance by the District with the covenants and the requirements described in the preceding paragraph, and Bond Counsel has not been retained to monitor compliance with these requirements subsequent to the issuance of the Bonds.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. The Existing Law is subject to change by the Congress and to subsequent judicial and administrative interpretation by the courts and the Department of the Treasury. There can be no assurance that such Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of the purchase, ownership or disposition of the Bonds.

A ruling was not sought from the Internal Revenue Service by the District with respect to the Bonds or the facilities financed or refinanced with the proceeds of the Bonds. Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the representations of the District that it deems relevant to render such opinion and is not a guarantee of a result. No assurances can be given as to whether the Internal Revenue Service will commence an audit of the Bonds, or as to whether the Internal Revenue Service would agree with the opinion of Bond Counsel. If an audit is commenced, under current procedures the Internal Revenue Service is likely to treat the District as the taxpayer and the Bondholders may have no right to participate in such procedure. No additional interest will be paid upon any determination of taxability.

Federal Income Tax Accounting Treatment of Original Issue Discount

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrual period or be in excess of one year (the "Original Issue Discount Bonds"). In such event, the difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond would constitute original issue discount. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, any owner who has purchased such Original Issue Discount Bond in the initial public offering is entitled to exclude from gross income (as defined in section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the accrual period. For a discussion of certain collateral federal tax consequences, see discussion set forth below.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Original Issue Discount Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of the treatment of interest accrued upon redemption, sale or other disposition of such Original Issue Discount Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such Original Issue Discount Bonds.

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law, which is subject to change or modification, retroactively.

The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, such as financial institutions, property and casualty insurance companies, life insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals allowed an earned income credit, certain S corporations with Subchapter C earnings and profits, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health insurance premium assistance credit, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase tax-exempt obligations.

THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIAL PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds may be includable in certain corporation's "adjusted financial statement income" determined under section 56A of the Code to calculate the alternative minimum tax imposed by the section 55 of the Code.

Under section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount Bonds" to the extent such gain does not exceed the accrued market discount of such Bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Information Reporting and Backup Withholding

Subject to certain exceptions, information reports describing interest income, including original issue discount, with respect to the Bonds will be sent to each registered holder and to the IRS. Payments of interest and principal may be subject to backup withholding under section 3406 of the Code if a recipient of the payments fails to furnish to the payor such owner's social security number or other taxpayer identification number ("TIN"), furnishes an incorrect TIN, or otherwise fails to establish an exemption from the backup withholding tax. Any amounts so withheld would be allowed as a credit against the recipient's federal income tax. Special rules apply to partnerships, estates and trusts, and in certain circumstances, and in respect of foreign investors, certifications as to foreign status and other matters may be required to be provided by partners and beneficiaries thereof.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

Qualified Tax-Exempt Obligations for Financial Institutions

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a "financial institution," on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer's taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a "financial institution" allocable to tax-exempt obligations, other than "private activity bonds," that are designated by a "qualified small issuer" as "qualified tax-exempt obligations." A "qualified small issuer" is any governmental issuer (together with any "on-behalf of" and "subordinate" issuers) who issues no more than $10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term "financial institution" as any "bank" described in section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person's trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to "qualified tax-exempt obligations" provided by section 265(b) of the Code, section 291 of the Code provides that the allowable deduction to a "bank," as defined in section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase "qualified tax-exempt obligations" shall be reduced by twenty-percent (20%) as a "financial institution preference item."

The District expects to designate the Bonds as "qualified tax-exempt obligations" within the meaning of section 265(b) of the Code. In furtherance of that designation, the District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as "qualified tax-exempt obligations." **Potential purchasers should be aware that if the issue price to the public exceeds $10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of $10,000,000 is disregarded; however the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the $10,000,000 limitation and the Bonds would not be "qualified tax-exempt obligations."**

(The remainder of this page intentionally left blank)

SALE AND DISTRIBUTION OF THE BONDS

Award of the Bonds

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was tendered by_____ (the "Initial Purchaser") bearing the interest rates shown on the cover page hereof, at a price of ____% of the principal amount thereof which resulted in a net effective interest rate of _____% as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended.

Prices and Marketability

The delivery of the Bonds is conditioned upon the receipt by the District of a certificate executed and delivered by the Initial Purchaser on or before the date of delivery of the Bonds stating the prices at which the Bonds have been offered for sale to the public. For this purpose, the term "public" shall not include any person who is a bond house, broker, or similar person acting in the capacity of initial purchaser or wholesaler. Otherwise, the District has no understanding with the Initial Purchaser regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Initial Purchaser.

The prices and other terms with respect to the offering and sale of the Bonds may be changed at any time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold, or traded in the secondary market. Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that any such secondary market would not be disrupted by other events. See "RISK FACTORS – Marketability."

Securities Laws

No registration statement relating to the offer and sale of the Bonds has been filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

Municipal Bond Rating and Municipal Bond Insurance

No application for a rating on the Bonds has been made.

Application has been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option and expense of the Initial Purchaser. The rating fees, if any, associated with the insurance will be the responsibility of the Initial Purchaser. See "BOND INSURANCE."

PREPARATION OF OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developer, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from certain other sources. All of these sources are believed to be reliable, but no guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and its inclusion herein is not to be construed as a representation on the part of the District except as described below under "Certification of Official Statement." Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

Financial Advisor

Hilltop Securities, Inc., ("HilltopSecurities") is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the Official Statement. In its capacity as Financial Advisor, HilltopSecurities has compiled and edited this Official Statement. In addition to compiling and editing, the Financial Advisor has obtained the information set forth herein under the caption indicated from the following sources:

> "THE DISTRICT" – the Developer; TRE & Associates, LLC ("Engineer"), and records of the District ("Records"); "THE DEVELOPER" - Developer; "THE SYSTEM" - Engineer; "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED" - Records; "FINANCIAL STATEMENT" - District records; "ESTIMATED OVERLAPPING DEBT STATEMENT" - Municipal Advisory Council of Texas and Financial Advisor; "TAX DATA" - City of El Paso Tax Assessor/Collector; "MANAGEMENT" - District General Counsel; "PRO-FORMA DEBT SERVICE REQUIREMENTS" - Financial Advisor; "THE BONDS," "LEGAL MATTERS," and "TAX EXEMPTION" - McCall, Parkhurst & Horton L.L.P.

The Financial Advisor has provided the following sentence for inclusion in this official statement. The Financial Advisor has reviewed the information in this official statement in accordance with, and as part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Consultants

In approving this Official Statement the District has relied upon the following consultants.

Engineer: The information contained in this Official Statement relating to engineering matters and to the description of the System and in particular that information included in the sections entitled "THE DISTRICT" and "THE SYSTEM" has been provided by TRE & Associates, LLC, Consulting Engineers, and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the assessed valuations has been provided by the El Paso Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in the County, including the District.

Tax Assessor/Collector: The information contained in this Official Statement relating to the historical breakdown of the Assessed Valuations, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by the Appraisal District and the City of El Paso Tax Assessor/Collector and is included herein in reliance upon their respective authority as experts in assessing and collecting taxes.

Auditor: The District's financial statements for the fiscal year ending September 30, 2024, have been audited by West, Davis & Company, LLP. See "APPENDIX A" for a copy of the District's September 30, 2024, audited financial statements.

Updating the Official Statement

If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser, of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to so amend or supplement the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an additional period of time as required by law (but not more than 90 days after the date the District delivers the Bonds).

Certification of Official Statement

The District, acting through its Board of Directors in its official capacity, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements

herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District. In rendering such certificate, the official executing this certificate may state that he has relied in part on his examination of records of the District relating to matters within his own area of responsibility, and his discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants and representatives of the District.

Official Statement "Deemed Final"

For purposes of compliance with Rule 15c2-12, this document, as the same may be supplemental or corrected by the District from time-to-time, may be treated as an official statement with respect to the Bonds described herein "deemed final" by the District as of the date hereof (or of any such supplement or correction).

The Official Statement, when further supplemented by adding information specifying the interest rates and certain other information relating to the Bonds, shall constitute a "final official statement" of the District with respect to the Bonds as that term is defined in Rule 15c2-12.

CONTINUING DISCLOSURE OF INFORMATION

Pursuant to Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission ("SEC"), in the Bond Resolution, the District has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. Under the agreement, the District will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board (the "MSRB") or to any successor to its functions as a repository through its Electronic Municipal Market Access ("EMMA") system. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds.

Annual Reports

The District will provide certain financial information and operating data annually to the MSRB. The financial information and operating data which will be provided with respect to the District will be the District's audited financial statements and supplemental schedules as found in "APPENDIX A - District Audited Financial Statements for Fiscal Year Ended September 30, 2024." The District will update and provide this information within six months after the end of each of its fiscal years. The District will provide the updated information to the MSRB or any successor to its functions as a repository through the EMMA system. Any information concerning the District so provided shall be prepared in accordance with generally accepted auditing standards or other such principles as the District may be required to employ from time to time pursuant to State law or regulation, and audited if the audit report is completed within the period during which it must be provided. If the audited financial statements of the District are not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six month period, and audited financial statements when the audited financial statements become available.

The District's current fiscal year end is September 30. Accordingly, it must provide updated information by March 31 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Notice of Certain Events

The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of Rule 15c2-12; (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

For these purposes, any event described in clause (12) of the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer of the District in a proceeding under the United States Bankruptcy Court or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the District in possession but subject to the supervision and orders of a court of governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

For the purposes of the events described in clauses (15) and (16) of the preceding paragraph, the term "Financial Obligation" is defined in the Bond Resolution to mean (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, and existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "Financial Obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule. The Bond Resolution further provides that the District intends the words in such clauses (15) and (16) in the preceding paragraph and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 29, 2018.

The District will provide notice of the aforementioned events to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event). The District will also provide timely notice of any failure by the District to provide annual financial information in accordance with its agreement described above under "Annual Reports."

Availability of Information from MSRB

The District has agreed to provide the foregoing information only to the MSRB. The MSRB makes the information available to the public without charge through its EMMA internet portal at www.emma.msrb.org. The address of the MSRB is 1900 Duke Street, Suite 600, Alexandria, VA 22314, and its telephone number is (703) 797-6600.

Limitations and Amendments

The District has agreed to update information and to provide notices of material events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders or beneficial owners of Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if the agreement, as amended, would have permitted an initial purchaser to purchase or sell Bonds in the offering made hereby in compliance with Rule 15c2-12, taking into account any amendments or interpretations of Rule 15c2-12 to the date of such amendment, as well as such changed circumstances, and either the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The District may also amend or repeal the agreement in the Bond Resolution if the SEC amends or repeals the applicable provisions of Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Initial Purchaser from lawfully purchasing the Bonds in the offering described herein. If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

The District previously entered into agreements to provide annual financial information in accordance with Rule 15c2-12 in connection with the issuance of unlimited tax bonds in 2022 2023 and 2024. The District has complied in all material respects with such agreements.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendix hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

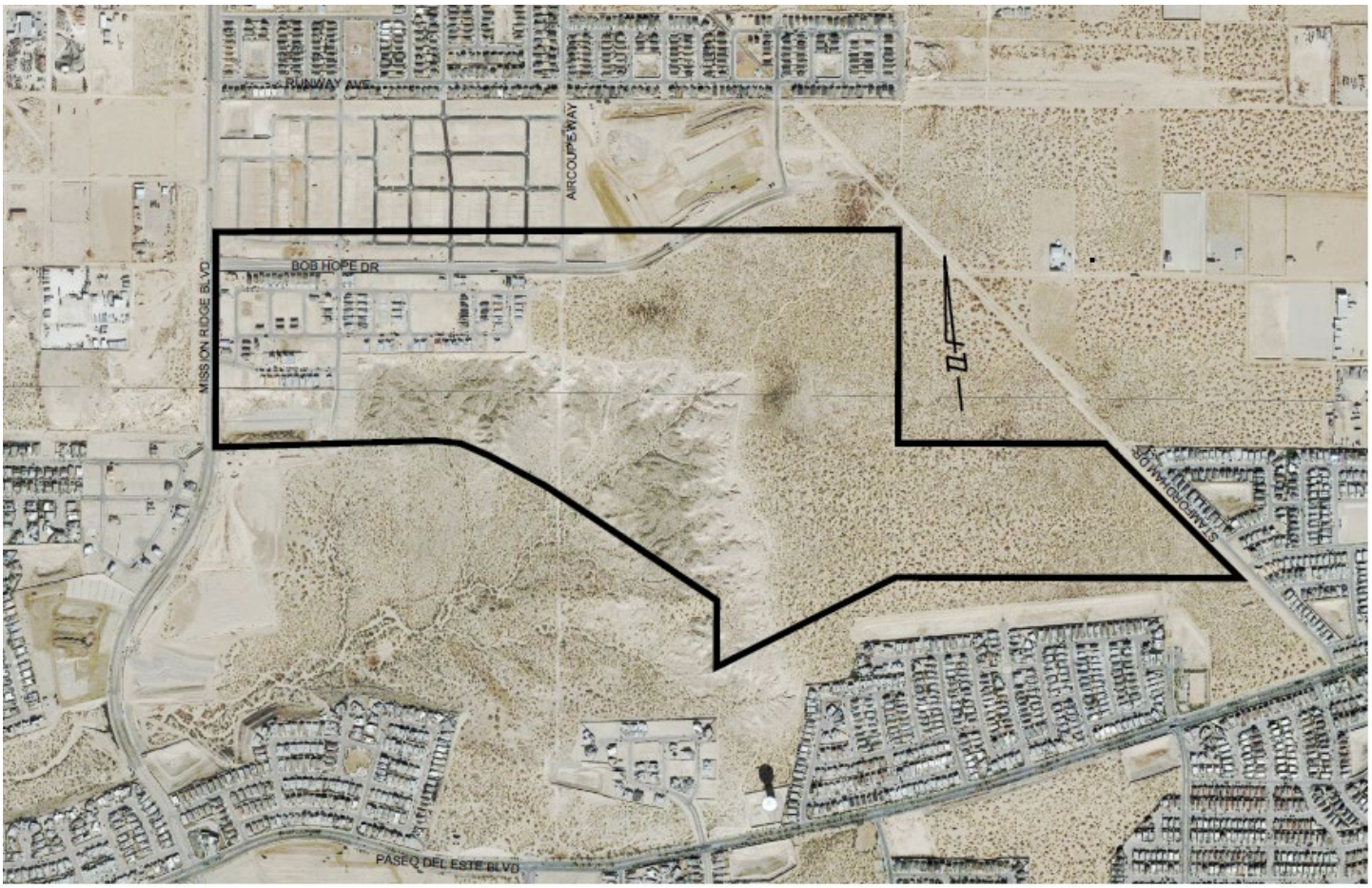
This Official Statement was approved by the Board of Directors of Paseo del Este Municipal Utility District No. 4, as of the date shown on the cover page.

/s/_____
President, Board of Directors
Paseo del Este Municipal Utility District No. 4

ATTEST:

/s/_____
Secretary, Board of Directors
Paseo del Este Municipal Utility District No. 4

AERIAL PHOTOGRAPH
(Approximate boundaries)


RUNWAY AVE
AIRCOURSE WAY
BOB HOPE DR
MISSION RIDGE BLVD
SAN CARLOS AVE
PASEO DEL ESTE BLVD

PHOTOGRAPHS

The following photographs were taken in the District on September 8, 2025, solely to illustrate the type of improvements which have been constructed in the District. The District cannot predict if any additional improvements will be constructed in the future.

APPENDIX A

District Audited Financial Statements for the fiscal year ended September 30, 2024

APPENDIX B

Form of Bond Counsel's Opinion

File #: 25-1238, **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
Internal Audit, Liz De La O, (915) 212-1371

AGENDA LANGUAGE:

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

Discussion and action to accept the results of the On-Call Services Agreement Audit Report A2024-08.

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

DEPARTMENT: Internal Audit

AGENDA DATE: October 14, 2025

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Liz De La O **PHONE NUMBER:** 915-212-1371

2nd CONTACT PERSON NAME: Miguel Montiel **PHONE NUMBER:** 915-212-1367

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and Action to accept the results of the On-Call Services Agreement Audit Report A2024-08. Audit was accepted by FOAC at the September 11, 2025 meeting.

BACKGROUND / DISCUSSION:

The timeframe for this audit was Fiscal Year 2023-2024. The audit determined if CID had proper internal controls to monitor and ensure that On-Call Consultants comply with the terms of their On-Call Agreements for Professional Services. The audit also verified that Accounts Payable transactions were processed in accordance with the City of El Paso Accounts Payable Policy. Based on our audit work, we determined that CID met the audit objectives in establishing procedures for selecting On-Call Service providers, as well as implementing proper internal controls to monitor On-Call Consultants' compliance with the terms of their On-Call Agreements. However, CID did not meet the audit objectives in the areas of:

- Ensuring CID's internal procedures reflect current practices in place,
- Paying invoices within 30 days,
- Ensuring debarment checks, indebtedness verifications, and insurance confirmations are documented for all On-Call Agreement Consultants.

COMMUNITY AND STAKEHOLDER OUTREACH:

Not applicable

PRIOR COUNCIL ACTION:

Not applicable

AMOUNT AND SOURCE OF FUNDING:

Not applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Liz DeLeon

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

On-Call Services Agreement Audit
No. A2024-08

Draft

Issued by the
Internal Audit Department
February 27, 2025

EXECUTIVE SUMMARY

The Internal Audit Department has concluded the On-Call Services Agreement Audit. Based on the results of the audit, four findings were identified. The findings are considered significant in nature due to internal control breakdowns and violations of City Policy.

Listed below is a summary of the findings identified in this report:

1. The Capital Improvement Department's internal procedures "for the selection of Professional Services" need to be updated to reflect current practices in place.

2. The Capital Improvement Department is not ensuring debarment checks, indebtedness verifications, and insurance confirmations are conducted and documented for all On-Call Consultants.
   - Eighteen (18) out of eighteen (18) On-Call Consultant (100%) files did not contain evidence that a debarment check was conducted.
   - Twelve (12) out of eighteen (18) On-Call Consultant (66.67%) files did not contain evidence of verification of indebtedness to the City.
   - Three (3) out of eighteen (18) On-Call Consultants (16.67%) did not submit all required certificates of insurance.

3. Nine (9) invoices paid by the Capital Improvement Department (CID) from February 29, 2024 to June 25, 2024 for On-Call Professional Services were selected for review. Our review identified the following non-compliance issue with the *City of El Paso Accounts Payable Policy*:
   - Four (4) out of nine (9) invoices (44.45%) were not paid within 30 calendar days of receiving the invoice. Payments were posted 32 to 56 days from the date of the invoice.

4. Nine (9) invoices paid by the Capital Improvement Department (CID) from February 29, 2024 to June 25, 2024 for On-Call Professional Services were selected for review. Our review identified the following non-compliance issues with the *On-Call Agreements for Professional Services*:
   - Three (3) out of nine (9) invoices (33.34%) did not have documentation to confirm that tasks were completed by established deadlines.
   - Two (2) out of nine (9) invoices (22.23%) could not be matched to the *Consultant's Fee Proposal & Hourly Rates*.
   - One (1) out of nine (9) invoices (11.12%) did not contain the total project budget, amount billed to date, and percentage of completion.

For a detailed explanation of the findings, please refer to the body of this Audit Report.

DRAFT

BACKGROUND

The City of El Paso utilizes On-Call Agreements to retain Consultants to perform professional services for City capital projects with a budget less than $3.5 million. Pursuant to the Professional Services Procurement Act, Subchapter A, Chapter 2254 of the Texas Government Code, professional services cannot be procured using competitive bidding. "Professional Services" include architecture, land surveying, professional engineering, and real estate appraising. In procuring professional services, a governmental entity shall select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications to perform the requested services.

Professional services are procured by the City of El Paso via Request for Qualifications (RFQ). RFQs identify the scope of services, required offer qualifications, and criteria by which Statements of Qualifications (SOQ) are evaluated. The criteria include, but are not limited to the following:

- Professional qualifications necessary for satisfactory performance of required services;
- Specialized experience and technical competence in the type of work required;
- Capacity to accomplish the work in the required time;
- Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules;
- Location in the general geographical area of the project and knowledge of the locality of the project; provided, that application of this criterion leaves an appropriate number of qualified firms, given the nature and size of the project.

On-Call Agreements are awarded in two (2) year cycles to the highest ranked firms. In general, for each discipline e.g., civil engineering, the City will award three to five On-Call Agreements. For most services, On-Call assignments are given on a Task Order basis to the most qualified for the specific scope of work. Task Order notices are issued to all of the On-Call providers of the specific discipline (e.g., civil engineering). Responses to Task Order notices are evaluated by the project team and the most qualified is selected to initiate negotiations. Each On-Call Agreement has an established budget with authorization for the City Engineer to approve additional services and reimbursables up to an established amount, when deemed necessary. The City Engineer provides general oversight and direction over professional services for the City's capital projects.

AUDIT OBJECTIVES

The audit objectives for the On-Call Services Agreement Audit were to perform an assessment of the On-Call Agreements issued and managed by the Capital Improvement Department (CID) to:

- Determine how the on-call contracting process is administered.
- Identify how CID determines when on-call contracting is the preferred contract arrangement and determine when specific vendors are used.
- Determine if CID has proper internal controls in place to monitor and ensure that on-call consultants are compliant with the terms of their *On-Call Agreements for Professional Services.*
- Determine if Accounts Payable transactions for on-call services are processed in accordance with the applicable *City of El Paso Accounts Payable Policy*.

AUDIT SCOPE AND METHODOLOGY

The scope of this audit included reviewing active On-Call Agreements for Professional Services as of FY 2024. The following five (5) On-Call Agreements for Professional Services awarded to 18 Consultants were selected for review:

No.	Consultants	Professional Service	Solicitation #
1	Alvidrez Architecture	Architecture	2022-0872
2	Brown Reynolds Watford Architects		
3	Carl Daniels Architects		
4	Countryman & Co		
5	In *Situ Architecture		
6	MNK Architects		
7	WSP USA Environment & Infrastructure, Inc.	Environmental (Engineering) EPIA	2023-0332
8	Professional Service Industries		
9	AECOM Technical Services	TXDOT Civil (Engineering)	2023-0398
10	CEA Group		
11	GRV Integrated Engineering Solutions		
12	Bath Group	Mechanical & Electrical (Engineering)	2023-0587R
13	CARDINA Engineering Commissioning		
14	JMT	Construction (Engineering) Management	2024-0422R
15	Nuraami		
16	Garver		
17	Huitt-Zollars		
18	Moreno Cardenas		

To achieve our audit objectives, we:

- Conducted interviews with Capital Improvement Department (CID) management and staff,
- Conducted a review of CID's applicable Policies and Procedures,
- Analyzed a sample of active On-Call Agreements monitored by CID staff,
- Analyzed a sample of invoices paid by CID staff for On-Call Professional Services,
- Conducted a review of CID's monitoring processes.

We conducted this audit in accordance with *Generally Accepted Government Auditing Standards* and the *Global Internal Audit Standards*. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

DRAFT

SIGNIFICANT FINDINGS, RECOMMENDATIONS, AND MANAGEMENT'S RESPONSES

The definition of a "Significant Finding" is one that has a material effect on the City of El Paso's financial statements, identifies an internal control breakdown, is a violation of a City procedure, or a violation of a law and/or regulation, which the City is required to follow. Any finding not meeting these criteria will be classified as a "Regular Finding".

Finding 1

Department Policies and Procedures

City of El Paso Strategic Plan:

- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

A strong system of internal controls requires that Policies and Procedures be developed that document routine or repetitive activity followed by an organization. The development and use of Policies and Procedures are an integral part of a successful quality system as it provides individuals with the information and guidance to perform a job properly.

A review of the Capital Improvement Department's (CID) internal procedures "for the selection of Professional Services" provided on July 2, 2024 identified the following:

- The procedures do not have an "effective date."
- The procedures reference the former job title of the Business Contracts Manager.
- The Sam.gov weblink cited in the procedures for debarment checks is no longer active.
- The procedures unique to the selection of On-Call Consultants do not reflect the current practices in place. The procedures do not address:
  - Specific steps in performing City indebtedness verifications.
  - Specific steps in performing vendor debarment checks.
  - The methodology used for rotating the selection of Consultants.
  - The review process of proposals for Task Orders.
  - Situations when a Consultant's price quote for Task Orders do not match the approved hourly rates in the Consultant's On-Call Agreement.
  - How CID staff monitor the progress of Task Orders.

Recommendation

The Capital Improvement Department (CID) should update their *Procedures for the Selection of Professional Services* to:

- Include an "effective date."
- Contain updated job titles and working weblinks.
- Reflect current practices in place unique to the selection of On-Call Consultants. The manual should be updated to include:
  - Specific steps in performing City indebtedness verifications. These completed steps should be documented in the On-Call Consultant's file.
  - Specific steps in performing vendor debarment checks. These completed steps should be documented in the On-Call Consultant's file.
  - Methodology used for rotating the selection of Consultants.
  - The review process of proposals for Task Orders.
  - When a Consultant's price quote for Task Orders do not match the approved hourly rates in the Consultant's On-Call Agreement.
  - How CID staff monitor the progress of Task Orders.

Management's Response

Staff has updated job titles and included an effective date on the procedure.

Regarding the procedure to the selection of on-call consultants: Staff has included that rotation of tasks are specifically for city-funded projects, and deviation from this assignment shall follow the defined federal process for task order requirement notices. The document directs staff to utilize an alternate task order requirement notices (TORN) approach. The term "rotational" in and of itself would be the proposed methodology.

Section 5 references policy of the City of El Paso to check if a vendor has been debarred prior to entering into a contract. During the audit was discovered that the checks were not saved to the file correctly. Debarment and Indebtedness checks are mentioned in the policy, however staff will update the sam.gov link and clearly outline the process.
The review process of proposals for the Task Order may reference the project specific process. Will add within procedures to reference "Scoping Meeting and Fee Proposal Negotiations"

Proposal review, cost estimate practices, and project monitoring are defined in current procedures and follow standard processes: "The scoping meeting will be held with the preliminary selected firm to discuss the project scope and the deadline for the submittal of the fee proposal. The project manager will review and negotiate the fee proposal with the firm. The project manager will prepare an independent cost estimate, record of negotiations, and make a recommendation to the City Engineer to accept the final fee proposal."

How staff monitors the progress of the Task Order is defined in the RFQ under section Project Schedule. The section requires for the consultant to submit a detailed preliminary schedule based on project scope including review time by the owner. The schedule will also identify phases included within the contract.

Responsible Party
Elsa Rodriguez

Implementation Date
July 7, 2025

DRAFT

Finding 2

On-Call Consultant Review

City of El Paso Strategic Plan:

- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

City of El Paso Procurement Sourcing Policy dated May 9, 2023,

- *Section 13.1 Vendor Indebtedness to the City:*
  For all formal bids, in accordance with Ordinance No. 016529, it is the policy of the City to refuse to do business with a contracting entity, or any owner of 5% or more of such entity, who is indebted to the City... In the context the Indebtedness Ordinance, debt shall mean any delinquent sum of money in an amount greater than one hundred dollars ($100.00)…

  This Ordinance is applicable to all purchases and contracts, formal bids, proposals or otherwise, that require City Council approval. Contracts that are awarded without the submission of a proposal, including but not limited to, contract for engineering and architectural services, shall be subject to this Policy and shall not be approved by Council until a determination as to any indebtedness of the contracting entity or any owner to the City has been made as provided for in this Policy.

- *Section 13.2 Debarment Check:*
  It shall be the policy of the City of El Paso to check if a vendor has been debarred prior to entering into a contract.

On-Call Agreement for Professional Services,

- *Section 5.1 INSURANCE. 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…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, Worker's Compensation Insurance…*
  - *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…The minimum limits of liability and coverages shall be as follows…*

Five (5) *On-Call Agreements for Professional Services* awarded to 18 Consultants were selected for review with the following results:

- Eighteen (18) out of eighteen (18) On-Call Consultant (100%) files did not contain evidence that a debarment check was conducted.
- Twelve (12) out of eighteen (18) On-Call Consultant (66.67%) files did not contain evidence of verification of indebtedness to the City.
- Three (3) out of eighteen (18) On-Call Consultants (16.67%) did not submit all required certificates of insurance. The On-Call Consultants were:

#	On-Call Consultant	Professional Service	Insurance Policy Missing
1	Countryman & Co	Architecture	Auto & Worker's Compensation
2	MNK Architects	Architecture	Auto & Worker's Compensation
3	CARDINA Engineering	Mechanical & Electrical	Auto Insurance

Recommendation

The Capital Improvement Department should ensure that:

- Debarment checks,
- City indebtedness verifications, and
- Insurance Policy confirmations

are conducted and documented for all On-Call Agreement Consultants in accordance with the P*rocurement Sourcing Policy* and the *On-Call Agreements for Professional Services.*

Management's Response

Checks were not consistently saved in the appropriate files. To strengthen the procedure, staff will reference sam.gov and seamless docs form and guideline to properly save documentation.

Responsible Party
Elsa Rodriguez

Implementation Date
Indebtedness form was recreated in seamless docs and in use, also, the new file structure to include the sam.gov registration and indebtedness verification is in effect.

DRAFT

Finding 3

Payment of On-Call Professional Services

City of El Paso Strategic Plan:

- *Goal 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.*
- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

City of El Paso Accounts Payable Policy dated August 2022:

- *Section 2.0 Purpose: …the City complies with the State of Texas Prompt Payment Act Texas Government Code, Title 10, Subtitle F, Chapter 2251.*

State of Texas Government Code, Title 10, Subtitle F, Subchapter B., Chapter 2251.021 – Time for Payment by Government Entity:

- *A payment by a government entity under a contract executed on or after September 1, 1987, is overdue on the 31st day after the later of the date the government entity receives an invoice for the goods or services.*

Nine (9) invoices paid by the Capital Improvement Department (CID) from February 29, 2024 to June 25, 2024 for On-Call Professional Services were selected for review. Our review identified the following non-compliance issue with the *City of El Paso Accounts Payable Policy*:

- Four (4) out of nine (9) invoices (44.45%) were not paid within 30 calendar days of receiving the invoice. Payments were posted 32 to 56 days from the date of the invoice.

#	On-Call Consultant	Invoice #	Invoice Amount	Date Invoice Received	Payment Date	# of Calendar Days Payment was made after date Invoice Received
1	In*Situ Architecture	24017	$48,537.00	5/1/2024	6/25/2024	55
2	Countryman & Co	2024-06.01	$38,156.00	5/6/2024	6/25/2024	50
3	AECOM Technical Services	2000881589	$11,556.00	4/25/2024	6/6/2024	42
4	GRV Integrated Engineering Solutions	24-070	$12,800.00	5/3/2024	6/4/2024	32

Recommendation

The Capital Improvement Department should ensure that invoices are paid within 30 days of receiving the invoice.

Management's Response

Within our process we ask all vendors to submit invoices to Payapplication@elpasotexas.gov. Staff has been assigned to critically evaluate the Application Status Log.

This change of assignment to the CIPS has resulted in invoices paid within 30 days of receipt.

Responsible Party

Marisol Carranza

Implementation Date

November 2024

Finding 4

Invoicing & Payment of On-Call Professional Services

City of El Paso Strategic Plan:

- *Goal 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.*
- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

Each On-Call Agreement for Professional Services is unique with different terms and criteria for professional services. Each On-Call Agreement contains the following:

- *Attachment "B" Consultant's Fee Proposal and Hourly Rates.*
- *Section 2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis…*
- *Section 3.1 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 fees to be charged for each 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".*
- *Section 3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed by 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 each phase.*
- *Section 3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but no later than thirty (30) days from receipt….The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement…*
- *Section 4.1 Period of Service… The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time…*

Nine (9) invoices paid by the Capital Improvement Department (CID) from February 29, 2024 to June 25, 2024 for On-Call Professional Services were selected for review. Our review identified the following non-compliance issues with the *On-Call Agreements for Professional Services*:

- Three (3) out of nine (9) invoices (33.34%) did not have documentation to confirm that tasks were completed by established deadlines.
  - Carl Daniel Architects Invoice #8928 for $20,774.00
  - WSP USA Invoice #S59605506 for $14,940.00
  - AECOM Technical Services Invoice #20008815890 for $11,556.00
- Two (2) out of nine (9) invoices (22.23%) could not be matched to the *Consultant's Fee Proposal & Hourly Rates*.
  - In*Situ Invoice #24017 for $48,537.00
  - WSP USA Invoice #S59605506 for $14,940.00
- One (1) out of nine (9) invoices (11.12%) did not contain the total project budget, amount billed to date, and percentage of completion.
  - WSP USA Invoice #S59605506 for $14,940.00

Recommendation

The Capital Improvement Department should ensure that:

- There is documentation to support tasks were completed by established deadlines.
- Invoices match the *Consultant's Fee Proposal & Hourly Rates* or notate the cause of variance.
- Invoices include the detail required of the terms in their *On-Call Services Agreement.*

Management's Response

- *Section 3.1 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 fees to be charged for each 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".*
- *Section 3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed by 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 each phase.*

Procedures identified to address the required documentation. Training will be provided to remind staff of policy that is in place.

Responsible Party
Division Manager

Implementation Date
Host training prior to August 1, 2025

DRAFT

INHERENT LIMITATIONS

Because of the inherent limitations of internal controls, errors or irregularities may occur and not be detected. Also, projections of any evaluation of the internal control structure to future periods beyond the Audit Report date are subject to the risk that procedures may become inadequate due to changes in conditions, management override of internal controls, or that the degree of compliance with the procedures may deteriorate. This was a limited scope audit which only reviewed the areas stated in the Audit Objectives during the Audit Scope period. No representations of assurance are made to other areas or periods not covered by this audit.

CONCLUSION

We have concluded our work on the objectives of the On-Call Services Agreement Audit. The audit evidence used in the analysis is sufficient and appropriate for addressing the objectives and supporting the findings and conclusion. In accordance with *Generally Accepted Government Auditing Standards*, we are required to conclude whether the Capital Improvement Department (CID) met the objectives of this audit. Based on our audit work, we have determined that:

1. CID met the audit objectives in the following areas:
   - Establishing and documenting internal procedures for "the selection of professional services providers for the City's capital projects."
   - Establishing proper internal controls to monitor and ensure that On-Call Consultants are compliant with the terms of their *On-Call Agreements for Professional Services*.
2. CID did not meet the audit objectives in the following areas:
   - Ensuring specific steps are created for performing City indebtedness verifications and debarment checks. The steps should include documentation requirements of what should be placed in the On-Call Consultant's file.
   - Processing Accounts Payable transactions for on-call services in accordance with the *City of El Paso Accounts Payable Policy* and *On-Call Agreements for Professional Services*.
   - Ensuring debarment checks, indebtedness verifications, and insurance confirmations are conducted and documented for all On-Call Agreement Consultants.

We wish to thank the Capital Improvement Department management and staff for their assistance and courtesies extended during the completion of this audit.

Edmundo S. Calderón, CIA, CGAP, CRMA, MBA
Chief Internal Auditor

Liz De La O, CFE, CIA, CGAP, MPA
Deputy Chief Internal Auditor

Miguel Montiel, CIA, CGAP
Audit Manager

Distribution:
Financial Oversight and Audit Committee
Dionne Mack, City Manager
Yvette Hernandez, Deputy City Manager & City Engineer

File #: 25-1244, **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
Internal Audit, Miguel Montiel, (915) 212-1367
Internal Audit, Liz De La O, (915) 212-1371

AGENDA LANGUAGE:

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

Discussion and action to accept the results of the Vehicle Allowance & Take-Home Cars Project P2025-02.

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

REVISED
11:31 am, Oct 06, 2025

DEPARTMENT: Internal Audit

AGENDA DATE: October 14, 2025

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Miguel Montiel **PHONE NUMBER:** 915-212-1367

2nd CONTACT PERSON NAME: Liz De La O **PHONE NUMBER:** 915-212-1371

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and Action to accept the results of the Vehicle Allowance & Take-Home Cars Project P2025-02. Project was accepted by FOAC at the September 11, 2025 meeting.

BACKGROUND / DISCUSSION:

The timeframe for this project was Fiscal Year 2024 and Fiscal Year 2025. The objectives of this project were to review Vehicle Allowance recipients and Take-Home Cars Policies and Procedures. Based on our review we found that:

- An updated Vehicle Allowance Program Policy was implemented on March 13, 2025.
- There is an existing but undocumented process for issuing Take-Home Cars, which allows City departments to manage their own fleets and determine vehicle assignments based on operational needs. However, there is no City-wide program to monitor Take-Home Cars.

COMMUNITY AND STAKEHOLDER OUTREACH:

Not applicable

PRIOR COUNCIL ACTION:

Not applicable

AMOUNT AND SOURCE OF FUNDING:

Not applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Liz DeLee

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

Vehicle Allowance & Take-Home Cars
Project P2025-02

Draft

Issued by the
Internal Audit Department
April 9, 2025

Internal Audit Department

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

DATE: April 9, 2025

TO: Araceli Guerra – Deputy City Manager
Mary Wiggins – Chief Human Resources Officer

FROM: Edmundo S. Calderón, CIA, CGAP, CRMA, Chief Internal Auditor

SUBJECT: Vehicle Allowance & Take-Home Cars Project P2025-02

The Internal Audit Department conducted a review of Vehicle Allowance Payments & Take-Home Cars. This engagement was accepted based on the engagement's potential to support the evaluation and improvement of the organization's governance, risk management, and control processes (IIA 9.4). The work performed does not constitute an engagement conducted in accordance with *Generally Accepted Government Auditing Standards* (GAS 1.16). The observations and conclusions that are reported in this memorandum do not require Management Responses.

Background:

This review serves as a continuation of the original *Vehicle Allowance Program Analysis* memorandum dated July 8, 2024. The purpose of the original memo was to provide Management with an analysis of the Vehicle Allowance Program and to identify opportunities for Policy updates. A Policy update was recommended in order to address certain job positions receiving an Allowance not specifically covered by the Policy.

The City Of El Paso's *Vehicle Allowance Program Policy (The Program)* is intended to cover costs associated with the use of a personal vehicle for City business, including the cost of an automobile, vehicle maintenance, vehicle insurance, repairs, and fuel. This allowance is part of the employee's compensation package.

On March 13, 2025, the City of El Paso updated the *Vehicle Allowance Program Policy* to include Municipal Court Judges, Fire Department Personnel, and Employees with offer letters. *The Program* addresses this by stating *additional employees authorized and approved to participate in the Program will be paid the amount designated by the City Manager or his designee.* The Policy update satisfied the recommendation made in the July 8, 2024 memorandum.

The City of El Paso has a fleet of city-owned vehicles assigned to various City departments. Take-Home Cars are issued to employees to complete their job duties. Department Heads currently decide who is assigned a Take-Home Car. These vehicles are allowed to be driven home and used after normal business hours. Per the *Vehicle Allowance Program Policy*, an employee may not receive both a car allowance and a City vehicle.

DRAFT

Edmundo S. Calderón, CIA, CGAP, CRMA – Chief Internal Auditor
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901
O: (915) 212-0069 | D: (915) 212-1365 | Email: calderones@elpasotexas.gov

Internal Audit Department

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

Objectives:

The objectives of the Vehicle Allowance & Take-Home Cars Project were to review Vehicle Allowance recipients and Take-Home Cars Policies and Procedures. To achieve the project objectives, the Internal Audit Department:

- Reviewed Vehicle Allowance payments for compliance with the *Vehicle Allowance Program Policy*.
- Determined if City employees who received a Vehicle Allowance are not assigned a Take-Home Car.
- Reviewed Policies and Procedures for the use and assignment of City-Owned Take-Home Cars.
- Determined if the usage of Take-Home Cars is monitored.

Scope and Methodology:

Our scope for Fiscal Years 2024 and 2025 will include:

- Conducting a review of applicable City Policies and Procedures regarding the receipt of Vehicle Allowances and the use of Take-Home Cars.
- Obtaining an understanding of any regulatory requirements regarding Take-Home Cars.
- Conducting a review of Vehicle Allowance recipients.
- Conducting interviews with Fire Department management.
- Conducting a review of the Fire Department's Vehicle Allowance recipients and assigned Take-Home Cars.

Results:

Based on our review, we have identified the following Observation:

OBSERVATION 1

Take-Home Cars

City of El Paso Strategic Plan:

- *Goal 6.6 Ensure continued financial stability and accountability through sound financial management, budgeting, and reporting.*
- *Goal 6.12 Maintain systems integrity, compliance and business continuity.*

There is no City-wide program for monitoring the use of Take-Home Cars. Currently, City Departments manage their own vehicle fleet. Department Heads determine who is assigned a Take-Home Car. There is no specific department with overall responsibility over Take-Home Cars. Per the *Vehicle Allowance Program Policy*, an employee may not receive both a car allowance and a City vehicle.

RECOMMENDATION

Management should decide if a City-wide policy should be created for departments to adhere to or continue allowing each department to self-manage their vehicle fleets.

Edmundo S. Calderón, CIA, CGAP, CRMA – Chief Internal Auditor
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901
O: (915) 212-0069 | D: (915) 212-1365 | Email: calderones@elpasotexas.gov

DRAFT

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

Conclusion:

Based on our review of the Vehicle Allowance and Take-Home Cars we determined:

- An updated *Vehicle Allowance Program Policy* was implemented on March 13, 2025 in response to the recommendation outlined in the original *Vehicle Allowance Program Analysis* memorandum dated July 8, 2024.
- There is an existing, but undocumented process for issuing Take-Home Cars, which allows City departments to manage their own fleets and determine vehicle assignments based on operational needs. However, there is no City-wide program in place to monitor Take-Home Cars.

If you have any questions, please feel free to contact me at extension 21365.

cc: Financial Oversight Audit Committee
Dionne Mack, City Manager
Robert Cortinas, Deputy City Manager & Chief Financial Officer

DRAFT

Edmundo S. Calderón, CIA, CGAP, CRMA – Chief Internal Auditor
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901
O: (915) 212-0069 | D: (915) 212-1365 | Email: calderones@elpasotexas.gov

Vehicle Allowance & Take-Home Cars
Project P2025-02

Management Responses from the Human Resources Department

Department of Human Resources

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

TO: **Eliabeth De La O, Deputy Chief Internal Auditor**
FROM: **Mary Wiggins, Chief Human Resources Officer**
DATE: **August 21, 2025**
SUBJECT: **Take Home Vehicles Audit**

The Human Resources Department is creating a Take-Home Vehicle Policy to clearly outline the rules and regulations regarding the assignment, use, and accountability of City vehicles. This policy aims to ensure consistency, promote fairness, and provide clear guidance to both employees and supervisors about expectations and responsibilities. Additionally, a process will be established in conjunction with the policy.

Through the policy and process, each City department will have the authority to manage the assignment of fleet vehicles in accordance with the policy. This approach will ensure consistency and fairness across the City while allowing departments the flexibility to address their specific operational needs. We anticipate completing the **Take-Home Vehicle Policy** by November 15, 2025.

Mary Wiggins PHR, SHRM-CP – Chief Human Resources Officer
Department of Human Resources | 300 N. Campbell | El Paso, TX 79901
O: (915) 212-0045 | Email: WigginsML@elpasotexas.gov

File #: 25-1239, **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
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the Mayor to sign the Interlocal Agreement between the City of El Paso and the University of Texas at El Paso (UTEP), to include the City of El Paso as a co-applicant in the Build Back Better Regional Challenge grant awarded by the U.S. Economic Development Administration; to jointly implement the Award scope of work; and to jointly administer $10,000,000.00 in federal funds.

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

DEPARTMENT: Strategic and Legislative Affairs

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Omar Martinez, Assistant Director of Legis **PHONE NUMBER:** 915 479-0341

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL:

No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

SUBJECT:

A Resolution authorizing the Mayor to sign the Interlocal Agreement between the City of El Paso and the University of Texas at El Paso (UTEP), to include the City of El Paso as a co-applicant in the Build Back Better Regional Challenge grant awarded by the U.S. Economic Development Administration; to jointly implement the Award scope of work; and to jointly administer $10,000,000.00 in federal funds.

BACKGROUND / DISCUSSION:

On September 2, 2022, the City of El Paso and UTEP were awarded $40 million from the U.S. Economic Development Administration (EDA) Build Back Better Regional Challenge (BBBRC) to strengthen America's aerospace and defense manufacturing capabilities by integrating legacy manufacturers in West Texas into the aerospace and defense supply chain.

From that $40 million, the City was awarded $25 million to develop the first phase of a 250-acre Advanced Manufacturing District on El Paso International Airport land to co-locate aerospace and defense design teams and manufacturing operations with supportive services and training. UTEP was awarded the remaining $15 million to grow the Advanced Manufacturing Incubator to serve small and medium sized manufacturers and aerospace and defense and advanced manufacturing companies to stand up in West Texas and to arm them with the capabilities and enabling infrastructure needed to successfully compete for business in the aerospace and defense markets.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

File# 22-244: 3/1/2022 Discussion and action requesting City Council support for submission of the application entitled "Reclaiming Aerospace and Defense Manufacturing Dominance through Frontier Technologies" to Phase II of the U.S. Economic Development Administration's Build Back Better Regional Challenge

File# 22-289: 3/14/2022 Discussion and action requesting City Council support for submission of the application entitled "Reclaiming Aerospace and Defense Manufacturing Dominance through Frontier Technologies" to Phase II of the U.S. Economic Development Administration's Build Back Better Regional Challenge

AMOUNT AND SOURCE OF FUNDING:

$1,030,000 in cash from the Impact Fund and $845,000 in in-kind services over the five-year grant term.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Stephen Ian Voglewede Digitally signed by Stephen Ian Voglewede Date: 2025.09.29 13:56:03 -06'00'

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

RESOLUTION

WHEREAS, the CITY OF EL PASO, TEXAS, a Texas municipal corporation (City), and the UNIVERSITY OF TEXAS AT EL PASO, a Texas State Agency, Texas Public Institution of Higher Education and component institution of the University of Texas System (University), are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this Agreement, and have each entered into this Agreement in the appropriate manner prescribed by law; and

WHEREAS, the Parties entered into an interagency cooperation for the development and growth of the Aerospace and Defense Innovation Network for Manufacturers, as originally established under the Interlocal Agreement executed on February 15, 2022; and

WHEREAS, on September 2, 2022, the Parties were awarded a grant from the U.S. Economic Development Administration (EDA), a bureau within the U.S. Department of Commerce, award number 08-69-05683 (EDA Award); and

WHEREAS, through the EDA Award, the City and the University, were awarded $40 million to strengthen America's aerospace and defense manufacturing capabilities by integrating legacy manufacturers in West Texas into the aerospace and defense supply chain; and

WHEREAS, of the $40 million, the City was awarded $25 million to develop the first phase of a 250-acre Advanced Manufacturing District on El Paso International Airport land to co-locate aerospace and defense design teams and manufacturing operations with supportive services and training; and

WHEREAS, the University was awarded the remaining $15 million to grow the Advanced Manufacturing Incubator to serve small and medium sized manufacturers and aerospace and defense and advanced manufacturing companies to stand up in West Texas and to arm them with the capabilities and enabling infrastructure needed to successfully compete for business in the aerospace and defense markets (Program); and

WHEREAS, on February 28, 2023, the City and the University reaffirmed the cooperative agreement to create the Aerospace and Defense Innovation Network for Manufacturers, and further grow it under this Agreement, supporting the rapid growth of our small and medium manufacturers; and enhancing the innovation and business capabilities of El Paso's existing manufacturing sector and connecting them to the national aerospace and defense value chain; and

WHEREAS, the Parties desire to combine their respective capabilities in a joint effort to expand existing interagency cooperation and to complete the work required under the Program for the development and growth of the Program resulting from the EDA Award (or Build Back Better Regional Challenge (BBBRC)); and

WHEREAS, in order to effectuate the above intent, the Parties agree to have the City designated as Co-Recipient of the EDA Award pursuant to 2 CFR Section 200.331.

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

SECTION 1. The above recitals are deemed to be true and correct in all respects for all purposes of this Resolution.

SECTION 2. That the Mayor is authorized to sign an Interlocal Agreement for good and valuable consideration by and between the City of El Paso (City) and the University of Texas at El Paso (University), to include the City of El Paso as a co-applicant in the Build Back Better Regional Challenge grant awarded by the U.S. Economic Development Administration; to jointly implement the Award scope of work; and to jointly administer $10,000,000 in federal funds.

SECTION 3. That the Mayor is authorized to execute appropriate amendments to this Interlocal Agreement administratively; upon prior review by the City Attorney.

SECTION 4. That, pursuant to the terms of the Interlocal Agreement and the EDA Award provisions, the City Manager is directed to undertake any and all actions needed to complete the Build Back Better Regional Challenge program successfully and deliver the full benefits envisioned under the grant including, but not limited to, assigning personnel, allocating appropriate resources, undertaking necessary budget transfers, and executing appropriate amendments administratively, upon prior review by the City Attorney, as may be required by the EDA.

SECTION 5. That the City Manager prepare and submit, upon prior review by the City Attorney, any and all correspondence, justification statements, certifications, affirmations, assurances, forms, periodic reports or reporting, or any other documentation required by the EDA in support of the EDA Award.

SECTION 6. That this resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

[*SIGNATURES BEGIN ON THE FOLLOWING PAGE*]

APPROVED this _____ day of _____, 2025.

THE 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:

_____
Yvette Hernandez,
Deputy City Manager

Docusign Envelope ID: 1419230C-CB7A-4F2B-B124-05101CDAB614

REVISED
3:07 pm, Oct 07, 2025

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT FOR THE**
	§	**AEROSPACE AND DEFENSE INNOVATION**
	§	**NETWORK FOR MANUFACTURERS THROUGH**
COUNTY OF EL PASO	§	**THE BUILD BACK BETTER GRANT**

This Interlocal Agreement ("Agreement") is entered into by and between the **CITY OF EL PASO, TEXAS,** a Texas municipal corporation ("**City**"), and **THE UNIVERSITY OF TEXAS AT EL PASO,** a Texas State Agency, Texas Public Institution of Higher Education and component institution of the University of Texas System ("**University**"), by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act. Article 78.001 *et seq.,* Texas Government Code.

RECITALS

WHEREAS, the City and the University are local governments as defined in Chapter 791 of the Texas Government Code, and have the authority to enter into this Agreement, and have each entered into this Agreement in the appropriate manner prescribed by law; and

WHEREAS, effective September 2, 2022, the parties were awarded from the U.S. Economic Development Administration ("EDA"), a bureau within the U.S. Department of Commerce under award number 08-69-05683 ("EDA Award"); and

WHEREAS, through the grant, the City and the University, were awarded $40 million to strengthen America's aerospace and defense manufacturing capabilities by integrating legacy manufacturers in West Texas into the aerospace and defense supply chain; and

WHEREAS, of that $40 million, the City was awarded $25 million to develop the first phase of a 250-acre Advanced Manufacturing District on El Paso International Airport land to co-locate aerospace and defense design teams and manufacturing operations with supportive services and training; and

WHEREAS, the University was awarded the remaining $15 million to grow the Advanced Manufacturing Incubator to serve small and medium sized manufacturers and aerospace and defense and advanced manufacturing companies to stand up in West Texas and to arm them with the capabilities and enabling infrastructure needed to successfully compete for business in the aerospace and defense markets, as further described in **Exhibit A** attached hereto and incorporated herein by reference (the "**Program**"); and

WHEREAS, the parties desire to combine their respective capabilities in a joint effort to expand existing interagency cooperation and to complete the work required under the Program for the development and growth of the Program resulting from the EDA Award; and

NOW, THEREFORE, in consideration of the mutual contributions described herein and the mutual covenants and undertakings of the parties, the receipt and sufficiency is hereby acknowledged, the City and the University agree as follows:

Docusign Envelope ID: 1419230C-CB7A-4F2B-B124-05101CDAB614

SECTION 1. OBLIGATIONS OF BOTH THE CITY AND THE UNIVERSITY

A. Designated Liaisons. Each party shall assign a responsible liaison and point of contact ("**POC**") to coordinate, oversee and facilitate the implementation of the Program. The parties hereby designate the following POCs under this Agreement:

For the University:
Programmatic POC:
Dr. Yirong Lin
Professor, Aerospace & Mechanical Engineering
The University of Texas at El Paso
Ylin3@utep.edu

For the City:
Programmatic POC:
Yvette Hernandez or Designee
Deputy City Manager
Office of the City Manager
HernandezYM@elpasotexas.gov

B. Designation of Co-Recipient. Effective as of the date of approval by the EDA of this designation University hereby designates City, as a Co-Recipient under the Program, pursuant to the authority granted under 2 CFR §200.331 and in accordance with the EDA Award.

C. Scope of Work and Responsibilities. The City shall jointly implement the scope of work as outlined in the original Program, with specific roles, deliverables, and budget allocations as defined in the Scope of Work established in **Exhibit B**, which shall be incorporated by reference into this Agreement. The City shall be subject to all applicable federal statutes, regulations, and EDA-specific terms and conditions in accordance with the EDA Award as it relates to the Program. The City shall comply with all requirements of the EDA Award.

D. Direct Support. Subject to receipt of the invoice and substantiating documentation as required under this Agreement and applicable law and regulation, University will reimburse City for materials & supplies and contractual services and expenditures provided by City to University in accordance with **Exhibit B.**

i) To receive reimbursement, City must submit an invoice to University providing a description of the services performed and expenses incurred.

ii) City shall submit an invoice on a monthly basis to the following address: cgstaff@utep.edu

iii) After review and approval of the invoice submitted by City, University will remit reimbursement to City at the following address:

The University of Texas at El Paso
Office of Grants Management Accounting
Kelly Hall. Room 600
500 W University
El Paso, Texas 79968-0697

Docusign Envelope ID: 1419230C-CB7A-4F2B-B124-05101CDAB614

iv) University agrees to remit reimbursement to City no later than thirty (30) calendar days after University's receipt of the invoice.

v) In no event shall the total amount paid by the University to the City under this Agreement **exceed $10,300,000** over the Term of this Agreement. The specific amount will be determined by the approved budget plan submitted to EDA after the City is approved as a Co-Recipient.

SECTION 3. OTHER COVENANTS AND AGREEMENTS

A. **Transfer of Ownership Interest** This Agreement represents an agreement for the City and University to share resources. Neither party shall acquire an interest in the real or personal property of the other.

B. **Retention of Ownership.** Upon termination of this Agreement. in accordance with Section 5, each party will retain ownership of its respective properties, equipment and related supplies, whether or not the property was previously shared, and all personnel will return to work to their regular appointments and assignments with their corresponding employer of record.

C. **Responsibility for Third Party Contracts.** If either party enters into a license, lease, lease/purchase agreement for services, equipment or software, the signing party shall remain responsible for all payments and interaction with the vendor. No contribution will be required from the non-signing entity unless otherwise agreed.

D. **Insurance.** Each entity may insure its own property, and neither party shall be liable for loss or damage to the real or personal property, personal injury, or any other special, indirect and/or consequential damages of any kind of the other arising from this Agreement. UTEP is a self-insured institution.

E. **No Conveyance of Real or Personal Property Interests.** Both parties agree this Interlocal Agreement is not intended to form an interest in real property and neither the City nor the University will acquire rights of tenancy in the other's facility for the initial term of this Agreement or during any renewal, extensions or modifications of the term of the Agreement. The terms of this Agreement will be considered separate from any other University/City transaction or agreement. The mutual consideration of the parties described herein shall be calculated without reference to any other contract. Setoffs against other contractual obligations is neither contemplated by the parties nor permitted.

SECTION 4. INITIALTERM AND RENEWAL

A. **Term and Automatic Renewal.** The effective date of this Agreement is the date this Agreement is approved by the City Council for the City of El Paso ("Effective Date"). The City's responsibilities under this Agreement to assign personnel and services as established herein will commence on the Effective Date ("Commencement Date"). Thereafter, this Agreement shall be in effect through May 28, 2027, unless terminated by either party in writing

Docusign Envelope ID: 1419230C-CB7A-4F2B-B124-05101CDAB614

signed by duly authorized representatives of each of the parties in accordance with the same provisions set in this Agreement.

B. **EDA Approval and Notification.** This designation shall be submitted to the EDA for review and approval, if required, and shall not be effective until such approval is granted. Both parties agree to promptly notify the EDA of this change and provide any supporting documentation requested

SECTION 5. TERMINATION

A. **Termination for Convenience.** Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least fifteen (15) calendar days before termination. All parties providing work under this Agreement will halt all work when the termination notice sent by the terminating party is received by the non-terminating party.

B. **Termination by Either Party for Cause.** Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of intent to terminating enumerating the failures for which the termination is being sought and provide at least thirty (30) calendar days to the non-terminating party to cure such failure.

C. **Non-Appropriation of Funds.** Resources for implementation of this Agreement may come from either party, depending upon budgetary availability. Neither party is obligated to expend any resources in connection with this Agreement unless specifically stated otherwise in the Agreement. No implementation of any portion of the Agreement may be initiated prior to the written assurance of such budgetary availability to the other party here to the extent any external funding is required by a party in order to implement this Agreement and funding for such purposes is not appropriated to that party or is not otherwise available to the corresponding party, said party shall have no further financial obligations upon such determination. Should either party not have funding to carry out any obligations of a particular effort conducted under this Agreement, it shall immediately notify the other party of such fact and of such portions of the Agreement that may be deemed terminated or modified due to lack of funding.

SECTION 6. GOVERNMENTAL FUNCTION AND IMMUNITY

A. **Governmental Function.** The City and University expressly agree that, in all things relating to this Agreement, the parties enter into this Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

B. **Immunity.** The City and University reserve, and do not waive, their respective rights of governmental and/or sovereign immunity and similar rights and do not waive their rights under

Docusign Envelope ID: 1419230C-CB7A-4F2B-B124-05101CDAB614

the Texas Tort Claims Act. The parties expressly agree that neither party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

SECTION 7. RISK ALLOCATION AND LIMITATION OF LIABILITY

A. **Exclusion of Incidental and Consequential Damages**. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including, mental anguish, emotional distress and attorney's fees- as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness. or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

B. **Intentional Risk Allocation**. The City and University each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

C. **No Indemnification**. The City and University expressly agree that, except as provided herein, neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement. Each party must handle any claims resulting from their actions in this Agreement. The parties agree that each will be responsible for the acts or omissions of its respective representatives.

D. **Fines and Penalties**. Each party shall be solely responsible for fiscal penalties, fines or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal regulations, codes or laws occurred as a result of that party's actions, except as may be specifically provided by law.

SECTION 8. GENERAL PROVISIONS

A. **Compliance with Laws**. In the performance of their obligations under this Agreement, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations and declarations.

B. **Governing Law**. For purposes of determining the law governing the same, this Agreement

Docusign Envelope ID: 1419230C-CB7A-4F2B-B124-05101CDAB614

is entered into in the city and state of main operations of the parties hereto, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso, Texas.

C. **Notices**. The parties will send all notices required by this Agreement, in writing, to the other entity by certified mail, return receipt requested at the following addresses:

To the City of El Paso:
City of El Paso
Office of the City Manager
P.O. Box 1890
El Paso, TX 79950-1890
Attn. Yvette Hernandez

To the University:
The University of Texas at El Paso
Office of Sponsored Projects
500 W. University Ave.
El Paso, TX 79968
Attn. Dr. Ahmad Itani

Changes may be made to the above addresses and addresses through timely written notice provided to the other party.

D. **Privileges and Immunities.** All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City and the University when performing a function shall apply to such officers, agents, personnel or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.

E. **Current Revenues.** Pursuant to Section 791.011(d) (3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

F. **No Waiver.** The failure of either party at any time to require performance by the other party of any provision of this Agreement shal1 in no way affect the right of such party to require performance of that provision. Any waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or the provision itself, or a waiver of any right under this Agreement.

G. **Amendment; Assignability.** This Agreement and the obligations hereunder shall not be amended, assigned, transferred or encumbered, in any manner without the written consent of a duly authorized representative of the other party.

H. **Severability.** All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected; and in lieu of each provision which to be illegal, invalid or unenforceable, there will be added as part of this Agreement, a provision which preserves the intention of the unenforceable provision. but which complies with the law.

I. **Section Headings.** The paragraph or section headings contained in this Agreement are for

Docusign Envelope ID: 1419230C-CB7A-4F2B-B124-05101CDAB614

reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

J. **Representation of Counsel; Mutual Negotiation**. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

K. **Independent Contractor Relationship.** This Agreement does not create an employee-employer relationship between parties. As such, the neither party is subject to the liabilities or obligations the other party obtains under the performance of this Agreement.

L. **Auditing Records for the Specific Project.** Subject to applicable law and limitations, the parties will allow the reasonable inspection and copying of all records pertaining to the obligations arising from this Agreement.

M. **Force Majeure.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities. riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion. flood, theft, malicious damage, strike, lockout, 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, by mutual agreement of the parties.

N. **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

O. **Provisions Surviving this Agreement.** Representations, releases, warranties covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement

P. **Representations and Warranties.** The persons executing this Agreement on behalf of each of the parties warrant they have sufficient authority to sign on behalf of their respective parties.

Q. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.

[*SIGNATURES BEGIN ON THE FOLLOWING PAGE*]

Docusign Envelope ID: 1419230C-CB7A-4F2B-B124-05101CDAB614

IN WITNESS WHEREOF, this Agreement has been executed by the parties named hereinabove as of the dates established below.

CITY OF EL PASO:

Renard U. Johnson
Mayor

Date: _____/_____/_____

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez, Deputy City Manager
Office of the City Manager

THE UNIVERSITY OF TEXAS AT EL PASO:

DocuSigned by:
Ahmad Itani
564A7371A6484E8...

Ahmad Itani
Vice President for Research & Innovation

Date: 10/6/2025 | 8:53 PM MDT

File #: 25-1240, **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
El Paso Water, Rene Leon, (915) 594-5613

AGENDA LANGUAGE:

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

Discussion and action to authorize the Mayor on behalf of the City of El Paso to sign a resolution as part of the city council-approved application to the Office of the Governor Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant (DEAAG) for expansion of the Kay Bailey Hutchison Desalination Plant.

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

DEPARTMENT: El Paso Water

AGENDA DATE: 10/14/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Rene Leon **PHONE NUMBER:** 915-594-5613

2nd CONTACT PERSON NAME: **PHONE NUMBER:**

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:
7: Enhance and Sustain El Paso's Infrastrcuture Network

SUBGOAL:
7.1: Provide reliable and sustainable water supply and distribution systems and stormwater management

SUBJECT:
Discussion and action to authorize the Mayor on behalf of the City of El Paso to sign a resolution as part of the city council-approved application to the Office of the Governor Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant (DEAAG) for expansion of the Kay Bailey Hutchison Desalination Plant.

BACKGROUND / DISCUSSION:

The Kay Bailey Hutchison Desalination Plant is the largest inland desalination plant in the world. The KBH Plant currently has a production capacity of 27.5 million gallons per day (MGD). The proposed expansion will increase that capacity to 33.5 MGD. This project will enhance El Paso's resiliency during times of drought and will provide additonal water security for Fort Bliss when the installation's own wells may be out of service for maintenance or in an emergency.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Council has previously approved similar resolutions, most recently in 2023.

AMOUNT AND SOURCE OF FUNDING:

El Paso Water will contribute $3,891,983 using water system revenue funds toward the total cost of the project.

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
2:55 pm, Sep 30, 2025

RESOLUTION

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

That the City Manager or designee is authorized to submit an application to the Office of the Governor, Texas Military Preparedness Commission, for the Fiscal Year 2025 Defense Economic Adjustment Assistance Grant ("DEAAG") to fund the Kay Bailey Hutchison Desalination Plant (KBH) Sixth Skid Expansion Project (the "Project"). The Project is the installation of a sixth water treatment unit at KBH that will serve to increase water production capacity, therefore enhancing resilience for Fort Bliss as a military installation with a total project cost of approximately $10,516,983.00. Through the DEAAG application, the City is requesting funding in the amount of $4,000,000.00 (38% of the project cost), with the El Paso Water Utilities-Public Service Board providing a local match of $6,516,983.00.

Further, that the City Manager, or designee, be authorized to explore funding sources and partnerships and to execute any documents and agreements in relation to the grant, funding sources, and/or partnership agreements, after consultation with the City Attorney's Office. In addition, the City Manager or designee is authorized to sign any related documents, including but not limited to budget transfer authorizations, revisions to the operation plan, grant amendments, and/or corrections or extensions of the grant that increase, decrease or de-obligate program funds.

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
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Yvette Hernandez
Yvette Hernandez, P.E.
Deputy City Manager & City Engineer

DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT

OFFICE OF THE GOVERNOR
Texas Military Preparedness Commission

Fall 2025

For TMPC Use Only
Date Received
Applicant
Project

Program Overview

The program is administered by the Texas Military Preparedness Commission (Commission) within the Office of the Governor. The Defense Economic Assistance Adjustment Grant (DEAAG) is codified in Texas Government Code Chapter 436 and in Subchapter B of Title 1, Chapter 4 of the Texas Administrative Code.

Eligible local governmental entities may be awarded a grant if the commission determines that the entity may be adversely or positively affected by an anticipated, planned, announced, or implemented action of the United States Department of Defense (DoD) to close, reduce, increase, or otherwise realign defense worker jobs or facilities.

To review Texas Government Code 436, visit
https://statutes.capitol.texas.gov/Docs/GV/htm/GV.436.htm.

To review the Texas Administrative Code, visit
https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=1&pt=1&ch=4&sch=B&rl=Y

All grant funds must be expended within two years of the award date. This grant follows the Texas Grant Management Standards.

A defense community is eligible for a grant from DEAAG if the commission determines that it satisfies one of the eligibility criteria as referenced above in the Texas Government Code and Texas Administrative Code. The grant funds are administered on a reimbursement basis. Administrative costs will not be allowed for reimbursement. Please contact the Texas Military Preparedness Commission at **tmpc@gov.texas.gov** or (512) 475-1475 should you have any questions.

The grant will be scored on the following criteria: military value, project probability, relation to the National Defense Strategy, dual military/community benefit, resiliency, and efficiency.

Unauthorized changes to this application will render the application and any subsequent grant void.

An endorsement letter from the installation commander is required. Other support letters can be attached to application but are not part of the scoring process.

This application is limited to 50 pages.

Applications are due no later than 5:00 PM CT on Friday, October 17, 2025. Applications received after this time will be ineligible for consideration.

Applications are accepted via email (preferred) at tmpc@gov.texas.gov, in-person, or at the addresses below postmarked by the application deadline:

Mailing Address:
Texas Military Preparedness Commission
Commission Office of the Governor
P.O. Box 12428
Austin, TX 78711

Street Address:
Texas Military Preparedness
Office of the Governor
1100 San Jacinto
Austin, TX 78701

For additional information on DEAAG, please refer to http://www.gov.texas.gov/military/grants.

Applicant Information

Name of Applicant **City of El Paso**

Address **1154 Hawkins Blvd., El Paso, Texas 79925**

Point of Contact **Bianca Arriaga**

Point of Contact Phone **(915) 594-5680**

Point of Contact Email **Bianca.Arriaga@epwater.org**

1. Are all involved entities current on all obligations with the State of Texas?

[X] Yes [ ] No

If no, please explain. Attach additional pages as necessary as Attachment A.

Not Applicable

2. Is there a pending claim or litigation against any entity involved with the project?

[ ] Yes [X] No

If yes, please explain. Attach additional pages as necessary as Attachment B.

Not applicable. There is no pending claim or litigation that involves or affects the City's ability to participate in this project.

3. Please provide documentation authorizing entity to participate in program. An example is public hearing, ordinance, or resolution. Attach as Attachment C.

Project Summary

Project Name: **Kay Bailey Hutchison (KBH) Sixth Skid Expansion Project**

4. Provide a **short** summary of the project to be funded.

The Kay Bailey Hutchison (KBH) Desalination Plant, a facility located on leased Fort Bliss property and established in partnership with Fort Bliss for water resilience, is able to produce up to 27.5 million gallons per day (MGD) of fresh water with its current five treatment units (skids). Upon completion of this sixth skid project, the plant will increase production capacity from 27.5 MGD to 33.5 MGD, which amounts to 6 MGD, adding to water supply and drought resilience for the El Paso service area and for Fort Bliss.

The expansion of water supply via desalination inherently reduces EPWater's dependence on groundwater and provides resilience in times of drought and/or when Fort Bliss or El Paso wells are taken out of service for maintenance or in an emergency. The KBH Plant also plays an important role with brackish (saltwater) wells strategically placed to protect fresh groundwater from brackish water intrusion.

5.

Funding Source	Total Dollar Amount	Percentage Share of Project
A. Requested Amount of DEAAG	$4,000,000	38%
B. Federal	$2,625,000	25%
If DEAAG is being used towards matching a federal grant, please note the total amount of the federal grant.	n/a	0%
C. Local Community Funding (Note if funding is in-kind).	$ 3,891,983	37%
D. Other Sources	n/a	0%
Total Project	**$ 10,516,983**	100%

Eligibility

6. An entity is eligible for DEAAG if it satisfies one of the following; please select which qualification applies:

[X] Municipality or county that is a defense community as defined in Local Government Code 397.001.

[ ] Regional planning commission that has a defense community within its boundaries.

[ ] Public junior college district that is wholly or partly located in a defense community.

[ ] Campus or extension center for education purposes of the Texas State Technical College System located in a defense community.

[ ] Defense base development authority created under Local Government Code 379B.

[ ] Political subdivision having the power of a defense base development authority created under Local Government Code 379B.

Eligibility of Adversely Affected Community

[X] This applicant is not adversely affected. Please proceed to question 8.

7. An entity is an adversely affected defense community if it has experienced:

[ ] An anticipated, planned, announced, or implemented action of the Department of Defense to close, reduce, or otherwise realign defense worker jobs or facilities.

Eligibility of a Positively Affected Community

[ ] This applicant is not positively affected. Please proceed to question 9.

8. An entity is a positively affected defense community if it has experienced:

[X] Increase in military missions, including personnel gains at a military installation, within a municipality or county as a result of a Department of Defense anticipated, planned, announced, or implemented action to increase or otherwise realign defense worker jobs or facilities.

Summary of Impact & Eligibility

9. Provide a Summary of Eligibility regarding status as positively or negatively affected community with documentation.

   Describe the impact of the change in mission or personnel in the military installation or defense facility and community or the gain that is predicted to occur. Describe the impact on housing, transportation, infrastructure, and security where applicable. Attach additional pages as necessary as Attachment D.

Fort Bliss stands as one of the most strategically important military installations in the United States. It is a multi-mission, multi-functional post that supports all branches of the armed services as well as federal agencies, hosting the 1st Armored Division, the 32nd Army Air and Missile Defense Command, the Joint Modernization Command, William Beaumont Army Medical Center, the United States Sergeants Major Academy, Joint Task Force North, and the U.S. Army Garrison Command, among others. Spanning more than 1.12 million acres, Fort Bliss offers unparalleled training capacity, extensive airspace, and unique capabilities such as electronic warfare testing and high-altitude training. It is anchored by Biggs Army Airfield and supported by vital rail and interstate connections, positioning it as the Army's premier power projection platform.

The 2005 Base Realignment and Closure (BRAC) process marked a turning point for Fort Bliss, when a $6 billion federal investment initiated the largest expansion of any base in Department of Defense history. This transformation brought the 1st Armored Division from Germany, multiple brigade combat teams, a combat aviation brigade, and other units that more than tripled the size of the installation. The soldier population rose dramatically, from just over 9,300 in 2005 to nearly 40,000 today, while the base now supports more than 40,000 family members and employs over 13,000 civilians. Including retirees and their families, the total Fort Bliss community reaches as many as 175,000 people. Since BRAC, 198 new facilities encompassing more than 13 million square feet have been built, with additional expansion planned, including the East Bliss development. The new William Beaumont Army Medical Center alone, a complex of six buildings totaling 1.13 million square feet, underscores the increasing demand for reliable infrastructure—particularly water.

See Attachment D for more information.

Project Description

DEAAG program consideration/eligibility is dependent on supporting documentation.

10. Check all that apply:

- [ ] Construct New Facility / Infrastructure[1]
- [X] Expand Existing Facility / Infrastructure[1]
- [ ] Renovate Facility / Infrastructure[1]
- [ ] Federal Grant Match[2]
- [ ] Property Purchase[3]
- [ ] Purchase of Insurance[4]
- [ ] Purchase Capital Equipment
- [ ] Purchase Training Equipment

[1] New Construction, Expansion or Renovation of Facilities or Infrastructure – Describe the use of the facility or infrastructure to be constructed or replaced, expanded, or renovated.

[2] Federal Match Grant – Summarize the use of the DEAAG funding in obtaining federal funding. A federal award letter, Memorandum of Understanding, or agreement must be provided before the release of state grant funds.

[3] Property Purchase – Describe the real or personal property to be purchased. Include general description of buildings and a map of the property to be purchased accompanied by a copy of the conveyance documents or a summary of conveyance negotiations.

[4] Purchase of Insurance – Describe the insurance to be purchased including the type of coverage limits.

11. Provide a description of the project in the space below including specific details and documentation of the applicable project description as noted above. Examples include anticipated costs, project timeline, military gifting timeline, etc. Attach additional pages as necessary as Attachment E.

EPWater supplies potable water to approximately 96% of El Paso County's population and meets 25% of the water needs at the Fort Bliss Army base, including 100% of the water delivered to McGregor Range. The Kay Bailey Hutchison (KBH) Desalination Plant, located on leased Fort Bliss property, treats brackish groundwater from the expansive saline zones of the Hueco Bolson aquifer. EPWater is seeking funding to construct a sixth reverse osmosis (RO) treatment unit to expand the plant's production capacity by 6 million gallons per day (MGD), raising the total capacity to 33.5 MGD.

See attached for Attachment E for more information.

12. Does the project add military value to a military installation or defense facility? How? Attach additional pages as necessary as Attachment F.

Desalination by reverse osmosis was selected as an ideal technology option for the Army and surrounding residential community when the KBH Plant was built (on Fort Bliss property) given the vast brackish water resources in the underground aquifer beneath the base that can serve the Fort Bliss and broader community for many years to come. Desalination can occur regardless of drought or river water availability.

El Paso Water and Fort Bliss have collaborated to develop a set of joint priorities to improve water and mission resiliency, and the KBH Plant expansion is the number one priority identified that will benefit Fort Bliss and the City of El Paso. In addition to providing additional water supply desalination supports Fort Bliss's efforts at long-term aquifer management and support the life expectancy of the wells that provide the remaining 75% of the installation's potable water supply.

See more in Attachment F.

13. Does the project fit into the most recent National Defense Strategy? How? Attach additional pages as necessary as Attachment G.

Yes, this project fits into the most recent National Defense Strategy

While a new National Defense Strategy is due to be released in the near future, the fundamental relationship of a reliable water source of military operations will not change, regardless of priorities. Fort Bliss is one of the U.S. Department of Defense's flagship power projection platforms comprised of state-of-the-art training areas, ranges, an airfield, and facilities; led by adaptive innovative and warrior-focused professionals, concentrated on individual and unit readiness, leadership development, deployment security, and the well-being of Fort Bliss. Fort Bliss trains and sustains, mobilizes and deploys members of the joint team to conduct global, full spectrum operations in support of the national military strategy, while providing for the well-being of the regional military community.

See Attachment G for more information.

14. Does the project have dual community/military benefit? How? Attach additional pages as necessary as Attachment H.

YES – The additional water supply from the desalination plant expansion will meet the needs of a growing community, will serve the needs of a growing military base and will provide resilience benefits to both. The expansion will provide added benefits in protecting the existing freshwater aquifer and enable long-term sustainable management of this resource.

See Attachment H for more information.

15. Does the project add resiliency to the military installation? How? Attach additional pages as necessary as Attachment J.

Yes, this project adds resiliency to the military installation.
The Kay Bailey Hutchison (KBH) Desalination Plant, strategically located on Fort Bliss property, was built in part to strengthen the base's water resilience in a desert environment where fresh groundwater resources need to be appropriately managed for long-term sustainability. The desalination expansion is identified in the Far West Texas 50-Year Water Plan as a critical supply strategy, essential to meeting future demand under conservative state population growth projections.

The expansion directly supports Fort Bliss by increasing drought resiliency, accommodating mission growth, and slowing declines in the Hueco Bolson aquifer's freshwater sections. The project also protects freshwater reserves by maximizing the use of vast brackish resources beneath Fort Bliss, while furthering state and national leadership in inland desalination research.
See Attachment I for more information.

16. Does the project help the military installation become more efficient or save money on costs such as utilities? How? Attach additional pages as necessary as Attachment K.

Fort Bliss and the El Paso community continue to demonstrate strong collaboration, most recently recognized at the Army Community Partnership Awards Ceremony in May 2025. This award highlights partnerships that strengthen military–community relationships, improve efficiency, and create cost savings. A prime example is the construction and ongoing expansion of the KBH desalination facility.

Through collaboration with the local utility and the U.S. Bureau of Reclamation, the City ensures that the financial responsibility for both the construction and expansion of the desalination plant is equitably shared. Without the EPWater's leadership in advancing this project, Fort Bliss would be required to allocate substantial capital resources toward developing an independent water supply system in order to maintain reliability and resilience. By assuming primary responsibility and maintenance for the project, and proactively pursuing additional federal funding opportunities, EPWater has acted to minimize the fiscal burden placed on Fort Bliss. Importantly, among all new supply alternatives evaluated, desalination expansion has been demonstrated to be the most cost-effective long-term option.

See Attachment K for more information.

Projected Completion Date & Project Milestones

17. Complete the following applicable milestones:

Begin Construction: June 2026

Complete Construction: January 2028

Purchase Machinery & Equipment

Begin Operations January 2028

Fully Operational 2028

18. Is construction on Department of Defense property?

[X] Yes [ ] No

19. Is construction on local, city, or county owned property?

☐ Yes ☒ No

20. Please provide limited and relevant information concerning your expenses for the project. For example, provide an overview of a budget as opposed to the full budget. Please provide as attachment L.

Administrative costs will not be reimbursed through this grant.

The Office of the Governor follows Texas Grant Management Standards as set by the State of Texas and the Federal Government. Please review these standards before submitting your projected expenses. ***For more information, visit***
https://comptroller.texas.gov/purchasing/grant-management/

Project Expense Estimate

Expense Estimates Schedule (Grant Funds Only)

Purchase of Property	
Professional & Consultant Services	
New Construction (Infrastructure)	$4,000,000
Rehabilitation & Renovation (Infrastructure)	
Capital Equipment 5	
Facilities Insurance	
Training Equipment 6	
Training Supplies 7	
Total Cost (Grant Funds Only)	$ 4,000,000

Provide any clarification in the following space.

Funding for design is not being sought for this project, as it has already been completed. The funding being requested will cover expenses related to the installation of the sixth skid.

5 Per TxGMS, "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per unit acquisition cost of $5,000 or more. **6** *Id.*

7 Per TxGMS, items of equipment with a per unit acquisition cost of less than $5,000 are considered supplies.

Project Funding Sources

Funding Schedule

21. Please complete the following where applicable:

Funding Type	Source	Amount of Funding
Federal		
	US Bureau of Reclamation (USBR)	$2,625,000
State		
	DEAAG TMPC	$4,000,000
Other State/Entity		
Local		
	El Paso Water	$3,891,983
Other		
Total		$ 10,516,983

Other Financial Partners

22. Is DEAAG the sole source of project funding? If no, please provide additional information in the section below.

☐ Yes ☒ No

Provide a description explaining the funding types and sources identified in the funding schedule. Include a description of any ongoing efforts to acquire funding from other sources including federal agencies and other financial partners. Attach additional pages as necessary as Attachment M.

EPWater applied for and was awarded a grant from the US Bureau of Reclamation in the amount of $2,625,000. If awarded the DEAGG grant for the requested amount of $4,000,000, EPWater would be responsible for the remaining local match amount of $3,891,983.

Request for Exceptional Funding

☒ Applicant is **not** requesting exceptional funding.

If requesting more than 50% of the project funds from the TMPC, the following information is needed. Only 50% of the request can be granted without the required justification.

23. Establish and provide justification if requesting greater than 50 percent grant match under Texas Government Code §436.202 and 1 TAC § 4.34; provide explanation and documentation that local community budget and resources are not adequate or available. Justification should include information on the lack of revenue and resources prompting this request. Provide specific information on local efforts to secure adequate funding. A*ttach additional pages as necessary as Attachment N.*

Not Applicable

Additional Information

If additional information specific to this project is needed, please attach pages as Attachment O.

Applications are limited to 50 pages.

Certification of Application

Grantee Governing Body Representative (Required)

Prefix **Ms.**

First Name **Dionne**

Last Name **Mack**

Title **City Manager**

Organization **City of El Paso**

Mailing Address **300 N. Campbell, El Paso, Texas 79901**

Phone Number **915-212-0023**

Fax Number

Email Address mackdx@elpasotexas.gov

To the best of my knowledge and belief, the information contained in this Defense Economic Adjustment Assistance Grant Application is true and correct, as evidence by my signature below. Furthermore, I affirm the authorized representative, the applicant author, or contact person and the project administrator have read chapter 436 of the Texas Government Code and the program administrative rules may be found in Subchapter B of Title 1, Chapter 4 of the Texas Administrative Code and are familiar with the provisions contained therein.

Signature _____ Date _____

(*Governing Body Representative*)

Participating Legal Counsel (Optional)

☐ No legal counsel involved in the project.

This page may be discarded from application package if not used.

Prefix _____

First Name **Roberta**

Last Name **Brito**

Title Senior Assistant City Attorney

Organization **City of El Paso**

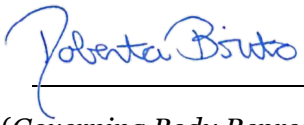
Mailing Address **300 N. Campbell, El Paso, Texas 79901**

Phone Number **915-212-0000**

Fax Number **915-212-0022**

Email Address **BritoRA@elpasotexas.gov**

I confirm that the above-named legal counsel has been retained to participate in this application process as outlined above.

Signature  Date 9/29/2025

(*Governing Body Representative*)

Printed Name Roberta Brito Title Senior Assistant City Attorney

To the best of my knowledge and belief, the information in this Defense Economic Adjustment Assistance Grant Application is true and correct.

Signature _____ Date _____

(*Participating Legal Counsel*)

Printed Name _____ Title _____

Participating Grant Administrator (Optional)

☐ No grant administrator involved in the project.

This page may be discarded from application package if not used.

Prefix _____

First Name **Elda**

Last Name **Rodriguez-Hefner**

Title **Grant Administrator**

Organization **City of El Paso**

Mailing Address **300 N. Campbell, El Paso, Texas 79901**

Phone Number **915-212-1795**

Fax Number

Email Address **Rodriguez-HefnerE@elpasotexas.gov**

Please provide a brief description of grant administrator's role with this application:

Ms. Rodriguez-Hefner, in her role as Grants Coordinator for the City of El Paso, will provide grant oversight on behalf of the City.

I confirm that the above-named grant administrator has been retained to participate in this application process as outlined above.

Signature _____ Date _____

(*Governing Body Representative*)

Printed Name _____ Title _____

To the best of my knowledge and belief, the information in this Defense Economic Adjustment Assistance Grant Application is true and correct.

Signature _____ Date _____

(*Participating Grant Administrator*)

Printed Name _____ Title _____

ATTACHMENT C - City Council Resolution

RESOLUTION

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

That the City Manager or designee is authorized to submit an application to the Office of the Governor, Texas Military Preparedness Commission, for the Fiscal Year 2025 Defense Economic Adjustment Assistance Grant ("DEAAG") to fund the Kay Bailey Hutchison Desalination Plant (KBH) Sixth Skid Expansion Project (the "Project"). The Project is the installation of a sixth water treatment unit at KBH that will serve to increase water production capacity, therefore enhancing resilience for Fort Bliss as a military installation with a total project cost of approximately $10,516,983. Through the DEAAG application, the City is requesting funding in the amount of $4,000,000 (38% of the project cost), with the El Paso Water Utilities-Public Service Board providing a local match of $6,516,983.

Further, that the City Manager, or designee, be authorized to explore funding sources and partnerships and to execute any documents and agreements in relation to the grant, funding sources, and/or partnership agreements, after consultation with the City Attorney's Office. In addition, the City Manager or designee is authorized to sign any related documents, including but not limited to budget transfer authorizations, revisions to the operation plan, grant amendments, and/or corrections or extensions of the grant that increase, decrease or de-obligate program funds.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

_____
Renard Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez
Deputy City Manager & City Engineer

ATTACHMENT C – EPWater Public Service Board Resolution

RESOLUTION

A RESOLUTION AUTHORIZING THE PRESIDENT/CEO'S SUPPORT OF THE CITY OF EL PASO'S SUBMISSION OF A GRANT APPLICATION TO THE TEXAS MILITARY PREPAREDNESS COMMISION (TMPC) "DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT" IN THE AMOUNT OF $4,000,000 IN GRANT FUNDS FOR THE KAY BAILEY HUTCHISON (KBH) SIXTH SKID EXPANSION PROJECT (PROJECT); AUTHORIZE EL PASO WATER'S COMMITMENT TO ALLOCATE AN ESTIMATED $6,516,983 TO THE PROJECT IF GRANT FUNDS ARE AWARDED; AND FURTHER AUTHORIZE THE PRESIDENT/CEO TO PROVIDE AND SIGN ANY DOCUMENTS RELATED TO THIS PROJECT AND GRANT, INCLUDING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF EL PASO TO ALLOCATE FUNDS IN CONNECTION WITH THIS PROJECT.

WHEREAS, the El Paso Water Utilities Public Service Board (EPWater or PSB) was established on May 22, 1952, by Ordinance No. 752 of the City of El Paso for the purpose of providing potable water and wastewater collection and treatment for the City of El Paso, and

WHEREAS, EPWater provides Fort Bliss with water service, accounting for twenty-five percent of Fort Bliss' total water supply. Fort Bliss is the second largest Army installation in the United States, and is critical for military training and testing of weapons systems, equipment, and tactics. The expansion of the Kay Bailey Hutchison (KBH) Desalination Plant's production will strengthen Fort Bliss' resiliency to drought.

WHEREAS, EPWater has historically worked with the City of El Paso and the TMPC to obtain funds through the Defense Economic Adjustment Assistance Grants and received funds for EPWater water infrastructure projects to benefit the residents of the City and County of El Paso and Fort Bliss; and

WHEREAS, TMPC has released a funding opportunity through the Defense Economic Adjustment Assistance Grant program and is soliciting eligible proposals for project funding. TMPC requires a resolution of this type for support of a submittal of a formal application by the City of El Paso for such grant funds. If awarded by TMPC, the City and EPWater will enter into a Memorandum of Understanding, authorizing EPWater to fully implement the Project; and

WHEREAS, The application requests a grant amount of $4,000,000, which accounts for approximately 38% of the Project cost. EPWater's estimated funding match will be $6,516,983, which includes grant funding from the US Bureau of Reclamation (USBR) in the amount of $2,625,000; and

WHEREAS, EPWater has determined that the Project, which will involve the installation of a sixth skid (water treatment unit) within the KBH Desalination Plant on Fort Bliss property, meets the objectives and requirements outlined under Texas Administrative Code Title 1, Part 1, Chapter 4, (4.30-4.40).

NOW, THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:

Section 1. That the findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the El Paso Water Utilities Public Service Board (PSB) and made a part of this Resolution for all purposes.

Section 2. That the PSB, through its Government Affairs division, has reviewed and supports the City of El Paso's application for the funding opportunity under TMPC's Defense Economic Adjustment Assistance Grant program for the Project.

Section 3. If awarded, the PSB authorizes the President/CEO to enter into a Memorandum of Understanding with the City of El Paso related to the Project and sign any related documents to the grant, including documents for the acceptance of grant funds required for the funding opportunity under the Defense Economic Adjustment Assistance Grant program in the amount of $4,000,000 for the installation of the sixth skid expansion at the KBH Desalination Plant.

Section 4. That the PSB authorizes EPWater's funding commitment to allocate an estimated $6,516,983 to the Project if Grant funds are awarded by the TMPC.

Section 5. That the PSB agrees to conduct this Project, if awarded, according to all of the water planning, environmental, engineering reporting and accounting procedures required by the TMPC. Additionally, EPWater will work with the City of El Paso and the TMPC to meet established deadlines for entering into a grant agreement and/or interlocal agreement to effectuate the funds.

PASSED AND APPROVED at the regular meeting of the Public Service Board, this 8th day of October 2025 at which meeting a quorum was present, held in accordance with the provisions of Texas Government Code, Sections 551.001, et. seq.

EL PASO WATER
UTILITIES PUBLIC
SERVICE BOARD

_____
Bryan Morris, Chair

ATTEST:

_____
Stefanie Block Uribarri, Secretary-Treasurer

APPROVED AS TO FORM:

_____

Daniel Ortiz, General Counsel

ATTACHMENT D - Eligibility regarding status as positively or negatively affected community with documentation. (continued)

Army policy mandates that Fort Bliss maintain utility infrastructure capable of sustaining operations for two weeks during national emergencies, a requirement that makes water security critical to mission assurance. Currently, Fort Bliss obtains approximately 25 percent of its water from El Paso Water, while 75 percent comes from a private contractor. Between 2011 and 2019, the city utility supplied just under one million gallons of water per day to the base, which translates to an overall daily demand of roughly four million gallons. During periods of peak activity, demand spiked to nearly 7.6 million gallons per day. These figures highlight the urgency of securing greater capacity.

The Kay Bailey Hutchison (KBH) Desalination Plant already plays an important role in meeting these needs. Operated by EPWater in partnership with Fort Bliss, the facility is the world's largest inland desalination plant, with a capacity of 27.5 million gallons per day. Expanding this capacity by an additional six million gallons per day would add more than the equivalent of Fort Bliss's average daily requirements, providing critical redundancy and a safeguard against disruptions. As El Paso and the surrounding region face water stress due to drought cycles and limited surface water availability, desalination offers a reliable and drought-proof source of supply. The brackish wells feeding the KBH facility also help protect freshwater aquifers by slowing brackish water intrusion, making the expansion environmentally beneficial as well.

The positive impacts of expanding Fort Bliss's water supply extend beyond the base itself. With more than 50,000 soldiers, civilians, and employees and a community of 175,000 when including families and retirees, water supports not only mission readiness but also the health, housing, and quality of life of thousands of people. Reliable water ensures the uninterrupted functioning of schools, medical facilities, housing, and fire protection systems. At the regional level, the Texas Comptroller estimates that Fort Bliss contributes nearly $28 billion annually to the state economy, making its stability vital to El Paso's prosperity. Protecting this economic engine requires protecting the infrastructure on which it depends.

Finally, an expanded and resilient water supply directly supports national defense. Fort Bliss is one of only two Army locations with airspace suitable for high-altitude training and the only one capable of supporting large-scale live-fire exercises. It is the Army's key power projection hub, able to deploy forces rapidly by rail, road, or air to both the Atlantic and Pacific coasts. Any constraints on its ability to operate at full capacity due to water shortages would have national security implications. Expanding desalination capacity ensures that Fort Bliss can continue accommodating new missions, testing advanced technologies, and serving as a mobilization center for future operations.

In sum, the expansion of Fort Bliss's water supply is not simply an infrastructure upgrade. It is a strategic investment in national security, regional stability, and long-term sustainability. By strengthening water resilience through desalination expansion, Fort Bliss will be positioned to meet growing operational demands, protect its community, and sustain its vital role as one of America's most important military installations.

ATTACHMENT E – Description of the project (continued)

The KBH Plant employs reverse osmosis to convert brackish water from the Hueco Bolson—estimated to contain 20 million acre-feet of water—into potable drinking water. Previously considered unusable, this groundwater is treated through a high-pressure process where raw water is forced through fine membranes that remove salts and other contaminants. The plant recovers approximately 83% of the input water; the remaining 17% is discharged as concentrate, which is disposed of via deep well injection. The resulting desalted water, or permeate, is stored in a tank for distribution. This desalination process has enabled EPWater to develop a sustainable and innovative water supply for the arid region.

The KBH Plant expansion is divided into three parts.

- Part A, already completed with some assistance from DEAAG funding, was distinct in that it was instrumental in optimizing the provision of water source(s) via a constructed water pipeline that significantly increased the volume of brackish water reaching the plant for treatment.
- Part B will consist of installing the sixth RO treatment unit and making associated facility upgrades within the existing plant infrastructure, which has available space to accommodate the new unit. With the installation of the sixth skid, it will immediately be put into operation, but the new full capacity of 33.5 MGD at the plant may be constrained until implementation of Part C.
- Part C will implement concentrate management solutions, which will likely involve an additional pipeline or expanded pipeline to accommodate additional concentrate and transfer it for disposal to the TCEQ-permitted disposal site.

The upcoming Part B -- installation of the sixth RO unit -- will further enhance the facility's ability to deliver high-quality potable water to the community.

Summary of Improvements

	Description	**Timeframe**	**Cost**
Part A	New brackish water supply parallel pipeline from source water to KBH Plant (6.6 miles)	2018-2019 – Design 2019-2021 - **Construction COMPLETED**	$8.2 million
Part B	Install reverse osmosis treatment unit, building and chemical storage upgrades for new RO treatment unit	2022-2027 Design and construction 2028 - Operation	$10.5 million

Part C	Brine minimization and concentrate management solutions	2027-2030	$5 – $15 million (estimated)
Results: 6 MGD of increased capacity			

This project - Part B of the KBH Plant expansion -- will include several elements to support the addition of the sixth reverse osmosis treatment unit such as:

- Sand Strainers – The increased capacity of 6 MGD will cause existing sand strainers will reach their maximum flow capacity. An additional sand strainer of the same capacity as the existing ones will provide redundancy and alleviate the increase in particle loading.
- Cartridge Filter Housings – To meet increased feed flow, one additional cartridge filter housing will be required.
- Chemical System Evaluation – The increased capacity resulting from the sixth RO treatment unit will require chemical systems to be evaluated and adjusted to continue to meet all necessary regulations and specifications.
- Instrumentation and Controls – Original installed equipment may require upgrades for compatibility with current market software necessary to support the addition of the six RO treatment unit.

The sixth skid installation will be fully functional and operational in 2028. It will be put into a rotation with the remaining five skids. However, full plant capacity of 33.5 MGD requires the additional concentrate solutions implementation (Part C). In the meantime, the plant will be able to increase production capacity by 2 MGD.

KBH Sixth Skid Expansion Project Cost Estimate:

Item No.	Qty	UOM	Description	Unit Price	Cost
1	1	L.S.	Insurance, Bonds, and Move-in Related Expenses. (Not to Exceed 5% of Proposal Item Nos. 2 through 4. If Item No. 1 exceeds 5%, proposal may be deemed non-responsive).	$ 454,214	$ 454,214
2	1	L.S.	Construction of the entire project, excluding Items 1, 3, 4, complete in place	$ 8,525,137	$ 8,525,137
2a	1	L.S.	Sand Strainer	$ 969,229	$ 969,229
2b	1	L.S.	Sand Strainer PLC Improvements	$ 542,765	$ 542,765
2c	1	L.S.	Sand Strainer Monorail	$ 123,824	$ 123,824
2d	1	L.S.	Blow-Off Line	$ 714,807	$ 714,807
2e	1	L.S.	Cartridge Filter	$ 457,766	$ 457,766
2f	1	L.S.	RO Feed Pump	$ 662,907	$ 662,907
2g	1	L.S.	RO Unit 6	$ 3,984,966	$ 3,984,966
2h	1	L.S.	CIP Improvements	$ 46,212	$ 46,212
2i	1	L.S.	Sodium Hydroxide and Corrosion Inhibitor Pumps	$ 280,685	$ 280,685
2j	1	L.S.	Corrosion Inhibitor Tank and Containment	$ 657,565	$ 657,565
2k	1	L.S.	Yard Flow Meter Vault	$ 84,411	$ 84,411
3	1	L.S.	Trench Safety System: Trench Box Method and/or Shoring, Sheeting, and Bracing Method, complete in place	$ 11,961	$ 11,961
4	1	ALLOWANCE	Allowance for Owner Approved Items - furnishing and installing 16”-20” magnetic flow meters, furnishing and installing gate valves for 16”-36” water lines, linestops, temporary bypass for 16”-36” water lines, less than 100 LF of 16”-36” pipeline replacement, or improvements to existing electrical, SCADA or instrumentation necessary or required by code for the implementation of this Project	$ 569,582	$ 569,582
Subtotal					**$ 9,560,894**
Contingency (10%)					$ 956,089
Total					**$ 10,516,983**

KBH Sixth Skid Expansion Project Schedule for Construction/Installation:

Milestone	Projected Date
First Advertisement	February 2026
Open Bids	March 2026
Award of Contract	May 2026
Forecasted Start of Construction	June 2026
Final Completion	January 2028

ATTACHMENT F - Military value for installation

The Kay Bailey Hutchison Desalination Plant (KBH): A Critical Water Source

The Kay Bailey Hutchison Desalination Plant (KBH), a joint project between EPWater and Fort Bliss, plays a central role in supporting water needs for the installation. Completed in 2007, KBH is the world's largest inland desalination plant and a model for inland cities facing water scarcity. With a peak capacity of 27.5 million gallons per day (MGD), it has produced over 47 billion gallons of potable water since its opening.

The plant currently contributes approximately 25% of the drinking water for the Fort Bliss Cantonment Area. Its strategic location near the William Beaumont Army Medical Center also positions it to support the area known as "East Bliss," which is slated for future mission growth and expansion of residential, dining, administrative, and mission-critical facilities.

Planned Expansion of KBH and Future Needs

Fort Bliss is poised for continued growth in both population and mission scope. As its infrastructure expands, it is essential that water supply capacity keeps pace. Fort Bliss has indicated the need to increase water delivery to McGregor Range to support mission expansion. Enhancing water infrastructure on the range will allow the installation to better meet current and future national security objectives.

To address these needs, a proposed expansion of the KBH plant would add a sixth water treatment skid, boosting capacity from 27.5 to 33.5 MGD. This would not only support the range's growing needs but also provide a redundant water source for East Bliss—eliminating the need for the Army to drill new wells and reducing long-term costs.

Strategic Significance and State-Level Recognition

The 2021 Texas Military Value Task Force Report identified the KBH plant as a key strength for Fort Bliss. The report also highlighted opportunities for partnerships between the Department of Defense, private sector, and academia to enhance military missions in Texas. While EPWater is not a private entity, its collaboration with Fort Bliss represents a strong and beneficial economic partnership.

El Paso's long-term water planning has prioritized diversification and drought resiliency. The city continues to explore new supply options to meet a projected need for an additional 13,000 acre-feet of water by 2040, as recommended in the Texas Water Plan. Desalination remains a cornerstone of this strategy, ensuring that El Paso and Fort Bliss can continue to thrive amid increasing demand and limited freshwater resources.

	2020	2030	2040	2050	2060	2070
Fort Bliss Total Projected Demand	5,679	5,719	5,822	5,980	6,129	6,279

EPWater Contribution (25%)	1,420	1,430	1,456	1,495	1,532	1,570
KBH Average Production	8,128**	16,000	17,400	18,800	20,300	24,800

The expansion of the KBH plant is a critical water supply project designed to secure Fort Bliss's water needs while supporting the long-term economic vitality of the region.

Another benefit of expansion lies in its ability to provide a buffer during seasonal fluctuations and unanticipated surges in demand. For example, during the severe river drought of 2012, the KBH plant was forced to run at peak capacity in May and June to meet the community's needs. By expanding production capability, EPWater ensures it can compensate during times of crisis or drought, while also safeguarding against emergency peaking situations. In essence, the expansion not only secures today's supply but also establishes a robust contingency plan for the future.

ATTACHMENT G - Fit with National Defense Strategy

Expanding the capacity of the Kay Bailey Hutchison Desalination Plant (KBH) is vital to meeting all four main objectives identified in the 2022 National Defense Strategy (NDS): 1) Defending the homeland; 2) Deterring attacks against the U.S and its foreign allies; 3) Deterring foreign aggression; and 4) Strengthening America's "Joint Force" and defense ecosystem. It is important to keep in mind that, while the Plant delivers approximately 25% of the total water consumed on Fort Bliss, it delivers 100% of the water consumed on the McGregor Range, which is the premier field training range in the Army. Safe, reliable, and resilient water supply is critical to training tomorrow's warfighter today, and maintaining the Army's readiness to implement the National Defense Strategy worldwide.

Following are 2022 key priorities, objectives and themes outlined in communications by the DoD on the Nation Defense Strategy and specific areas where this project and Fort Bliss and McGregor Range missions fit with the National Defense Strategy (NDS).

NDS Priorities

1. Defending the homeland, paced to the growing multi-domain threat posed by the PRC
2. Deterring strategic attacks against the United States, Allies, and partners
3. Deterring aggression, while being prepared to prevail in conflict when necessary, prioritizing the PRC challenge in the Indo-Pacific, then the Russia challenge in Europe
4. Building a resilient Joint Force and defense ecosystem.

Fort Bliss and McGregor Range together provide a unique "convening" asset that brings together all branches of the Armed Forces for training exercises and also brings NATO allies together for joint training. Fort Bliss and its training ranges epitomize the concept of the defense ecosystem mentioned in the fourth priority. While much of that ecosystem spans the nation and globe, Fort Bliss is one of the few places where there is direct in-person coordination, engagement, and training. Expansion of the KBH Plant will enhance the capacity for training through put, meaning that more power may be brought to bear in a more timely fashion.

NDS Goals

- Integrated deterrence entails developing and **combining our strengths to maximum effect, by working seamlessly across warfighting domains**, theaters, the spectrum of conflict, other instruments of U.S. national power, and our unmatched network of Alliances and partnerships. Integrated deterrence is enabled by combat-credible forces, backstopped by a safe, secure, and effective nuclear deterrent.
- Campaigning will strengthen deterrence and enable us to gain advantages against the full range of competitors' coercive actions. The United States will operate forces, synchronize broader Department efforts, and align Department activities with other instruments of national power, to undermine acute forms of competitor coercion, complicate competitors' military preparations, and **develop our own warfighting capabilities together with Allies and partners.**
- Building enduring advantages for the future Joint Force involves undertaking reforms to accelerate force development, getting the technology we need more quickly, and making

investments in the extraordinary people of the Department, who remain our most valuable resource.

Similar to strengths outlined in the priorities above, Fort Bliss and the McGregor Range missions fit well with the NDS goals and contribute to development of warfighting capabilities with Allies and partners," and "working seamlessly across warfighting domains."

NDS Themes

The following themes are mentioned that show alignment between this project, the missions of Fort Bliss; and McGregor Range and the NDS.

- "The Department will take necessary actions to **increase resilience**…"
- "Mutually-beneficial **Alliances and partnerships** are an enduring strength for the United States, and are critical to achieving our objectives…"
- "This requires a Joint Force that is lethal, **resilient, sustainable**, survivable, agile, and responsive."

The expansion of KBH to deliver increased water quantities for current and future McGregor Range missions is all about resilience, sustainability and fostering the alliances and partnerships through training opportunities. In addition, the enhanced capacity of KBH will allow for it to serve as an emergency redundant water supply for the main Cantonment Area, and provide the potential to serve future mission expansion on the East Bliss area of the Post.

ATTACHMENT H - Dual Community/Military Benefit

Water Security

The planned expansion of the KBH Desalination Plant is a vital step in ensuring water security for both the El Paso community and Fort Bliss. By increasing the supply of treated water, the project addresses the needs of a growing civilian population and a growing military base, while also safeguarding the region's long-term resilience against drought and protecting the long-term sustainability of the aquifer.

For decades, the primary water source for El Paso and Fort Bliss was the Hueco Bolson aquifer. Historically, over-pumping led to declines in water levels and an overall drop of nearly 200 feet over the last century. While conservation, expanded use of river water and the construction of the KBH plant have slowed these declines, long-term sustainability requires that water needs be met by other sources. The desalination plant expansion will reduce pressure on the aquifer, protect this shared resource and enable sustainable management.

Surface water supplies from the Rio Grande, once a dependable source have become increasingly unreliable due to drought cycles. Average annual precipitation in El Paso is just 9.69 inches, and Elephant Butte Reservoir—where river water is stored—has been at alarmingly low levels, holding only three percent of capacity as of September 2025. Over the past decade, drought cycles have cut El Paso's annual surface water supply by 30%, with water deliveries limited to only two months this year. These fluctuations highlight the urgency of diversifying water resources, a challenge the KBH plant expansion directly addresses.

The expansion is not only necessary but also cost-effective. Within El Paso's 50-Year Water Plan, it is identified as one of the most affordable and practical strategies for securing water supply. Fort Bliss staff actively participate in this planning process because they recognize that water resources are shared and that the military's mission readiness depends on the same reliable supplies as the civilian community. By expanding the KBH plant, El Paso Water takes a proactive step to stabilize regional water supplies, ensuring that both residents and the military have access to the resources that need to thrive.

Water Infrastructure Creates Economic Benefits

In 2017, the Value of Water Campaign produced *The Economic Benefits of Investing in Water Infrastructure* report. The study reported that if $123 billion were invested in water infrastructure in the U.S., it would lead to over $220 billion in total annual economic activity to the country. Using this formula, a $1 million investment would produce $1.78 million in economic activity. The capital cost of the KBH Sixth Skid Project is $10M, which would produce $17,800,000 worth of economic activity.

The report also states that a $1 million investment in water infrastructure is estimated to generate over 15 jobs throughout the economy. To apply this to the KBH Sixth Skid Expansion Project, the $10,516,000 investment will translate into 150 jobs because of economic activity directly related to the project.

Total Capital Costs	Economic Impact of KBH Expansion – Sixth Skid	Total Jobs Created in the Economy
$10,516,000	$17,800,000	150

Fort Bliss Contributions to El Paso and Texas Economy

The Texas Comptroller of Public Accounts analyzed the impact on the state's economy of the U.S. military installations within Texas at the request of the Texas Military Preparedness Commission. The Comptroller estimated the following economic benefits of Fort Bliss, based on 2021 data. Fort Bliss contributes $23 billion to the Texas economy, and much of that directly benefits El Paso.

The KBH Expansion project will help Fort Bliss to continue to thrive and grow and contribute to the broader El Paso economy.

Metric	Value
Total Direct/Indirect Employment	46,971/120,799
Gross Domestic Product	$13.6 billion
Disposable Personal Income	$7.9 billion

Ultimately, the KBH desalination plant expansion represents a dual investment in community resilience and national security. For El Paso's 830,000 residents, it means greater reliability in an era of climate uncertainty. For Fort Bliss, it means the assurance that training and operational readiness will not be undermined by water scarcity. Together, these benefits underscore why the expansion is not just a local project, but a regional necessity.

ATTACHMENT I – Resiliency to the military installation (continued)

KBH is strategically placed on leased Fort Bliss property. Its proximity to critical Fort Bliss infrastructure is beneficial given the direct connection to a master meter - one of nine. The figure above outlines the placement of the KBH Desalination Plant which feeds into a blended pipeline along Loop 375. Before it hits that line, however, there is a line that feeds into a set of Fort Bliss water storage tanks. Although there is not a dedicated water line to these tanks, they are positioned to receive the first direct allocation of KBH treated water before hitting the blended water line along Loop 375.

Currently, desalination accounts for about 5% of EPWater's supply, but with full expansion the contribution will double to 10% by 2070 under non-drought conditions. Because KBH operations are flexible, this percentage could increase significantly in times of drought or reduced surface water availability, making it a key resilience strategy during times of uncertainty of Rio Grande allocations. The addition of a sixth skid will further enhance reliability for Fort Bliss by allowing continuous production during maintenance, strengthening operational flexibility.

Fort Bliss' unique location in an arid, high-altitude desert makes water resilience particularly critical. While the terrain is ideal for military training, it creates unique supply challenges. KBH has enabled substantial base growth despite these limitations, supporting critical infrastructure such as the William Beaumont Army Medical Center, which opened in 2021. Facilities like this expand the base's capacity to provide combat support and new mission readiness—growth that would not be possible without innovative and resilient water solutions. The Fort Bliss 2020 installation master plan anticipates planned East Bliss expansion beyond the Medical Center to include facility siting, quality-of-life facilities, growth of family housing, childcare, and other service amenities. As infrastructure grows, there is need for water services to be provided, the KBH Plant with expansion can meet those growth needs.

By securing a redundant, supplemental, and adaptable water supply, the KBH expansion ensures Fort Bliss can continue to thrive. It not only strengthens the resilience of the base's current operations but also lays the foundation for future mission expansion, making the desalination plant a cornerstone of both military readiness, and long-term regional stability and resilience.

ATTACHMENT K – Efficiency, saving resources, or saving money (continued)

Comparative cost analyses indicate that groundwater is the least expensive source at approximately $250 per acre-foot for treatment, followed by river water at $340, and desalinated water at $500. However, river water remains an unpredictable and unreliable resource, particularly during off-season periods, and exclusive reliance on groundwater is not sustainable due to risks of over-extraction and the risks of saltwater intrusion. Furthermore, as Fort Bliss expands eastward, newly developed wells in that area are predicted to exhibit elevated salinity levels, rendering well drilling unsuitable as a viable supply option for groundwater treatment. This would, however, be a viable source of water by adding desalination treatment processes. However, through its partnership with EPWater, Fort Bliss secures a reliable and resilient supply without the need for direct capital investment. This partnership also leverages EPWater's extensive expertise in desalination, eliminating the inefficiencies and risks associated with the base developing its own desalination capacity. While desalination carries higher unit costs, EPWater effectively integrates these expenses into its broader system operations, thereby maintaining affordable rates for all ratepayers, including Fort Bliss.

The planned expansion of the Kay Bailey Hutchison Desalination Plant is therefore essential to the region's long-term water security. This initiative will expand available supplies, support continued population and economic growth, and enhance the resilience of El Paso's and Fort Bliss's water systems. Sustaining and strengthening this critical infrastructure is integral not only to maintaining a reliable water supply, but also to advancing regional economic stability and national security objectives.